FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
JULY 17, 2001

A meeting of the Fayetteville City Council will be held on July 17, 2001, at 6:30 p.m. Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the July 3, 2001 minutes.

Res. 99 2. **PASS THROUGH FEE:** A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.

Res. 100 3. **SAGE HOUSE:** A resolution approving the contract in the amount of $162,500 between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.

Res. 101 4. **QUALITY OF LIFE ASSOCIATES:** A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated in the amount of $100,000 for the purpose of designing and constructing a facility to house the clients served by this organization.

Res. 102 5. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.

Res. 103 6. **SYSTEM RESOURCES:** A resolution approving an annual maintenance agreement in the amount of $10,476.00 with System Resources for hardware maintenance on system printers.

Res. 104 7. **WOMEN'S SHELTER:** A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.

Res. 105 8. **LOCAL LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2001 Local Law Enforcement Block Grant in the amount of $36,058.00. The total project is $40,065.00 and requires a 10% City match of $4,007.00. This grant will be used for the purchase of video equipment to place in patrol cars.

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

B. OLD BUSINESS

Tabled until opinion from Attorney General

1. **APPEAL:** An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was amended and left on the second reading at the July 3, 2001 meeting.

C. NEW BUSINESS:

Cap. 2 ord

1. **SPECIAL SALES TAX ELECTION:** An ordinance calling a special election to decide whether or not to approve a three-fourths cent (¾¢) sales and use tax to fund the issuance of not to exceed one hundred twenty-five million dollars of Capital Improvement Bonds to finance all or a portion of the acquisition, construction, reconstruction, extending, improving and equipping of wastewater treatment plants, sewerage and related facilities.

Res. 106

2. **WASTEWATER TREATMENT PLANT:** A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

Res. 107

3. **SIGNATORY AUTHORITY:** A resolution delegating signatory authority in connection with State Revolving Loan Assistance.

Forwarded to Pkg

4. **PARKING POLICY:** Informational item regarding uniform parking policies for the City of Fayetteville Phase I of the downtown municipal parking areas.

Removed from Agenda

5. **BUSINESS/TECHNOLOGY PARK:** A resolution authorizing the City of Fayetteville to apply to the State of Arkansas Department of Finance and Administration for a grant from the Economic Development of Arkansas Fund for construction of water and sewer lines and streets necessary to develop the Arkansas Business/Technology Park.

appeal withdrawn

6. **APPEAL:** An appeal of a Planning Commission decision regarding a lot split request submitted by Patrick Hannan, LS 01-20.00.

Ord. 1st

7. **REFERENDUM PETITIONS:** An ordinance amending Section 36.15 of the Code of Fayetteville to change the number of days allowed for referendum petitions to be filed from thirty-one days to ninety days.

City Council July 17, 2001

	Roll.		RZ KS. Consent		
~~Trumbo~~	Absent.		—		
Davis	✓		✓		
Santos	✓		✓		
Jordan	✓		✓		
Reynolds	✓		✓		
Thiel	✓		✓		
Young	✓		✓		
Zurcher	✓		✓		
Coody	✓				

~~APPEAL~~	B7 RZ. table until opinion from atty. Gen.				
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

adjourned. 10:10.

City Council July 17, 2001

Sp Election. BD 2ND					
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

W.W.T.P.	KS BD.				
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

City Council July 17, 2001

Sign. Att.	1CS BD.				
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

Park. Pol.	BD input RR. on hunc.				
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

City Council July 17, 2001

Business Tech.					
~~Trumbo~~					
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Zurcher					
Coody					

want ROW deed restriction on land

Appeal	BD RR				
~~Trumbo~~					
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Coody					

City Council July 17, 2001

Refer. petitions.					
~~Trumbo~~					
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Zurcher					
Coody					

~~Trumbo~~					
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Zurcher					
Coody					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
JULY 17, 2001

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A. CONSENT

PASS

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2. **PASS THROUGH FEE:** A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.

3. **SAGE HOUSE:** A resolution approving the contract in the amount of $162,500 between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.

4. **QUALITY OF LIFE ASSOCIATES:** A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated in the amount of $100,000 for the purpose of designing and constructing a facility to house the clients served by this organization.

5. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.

6. **SYSTEM RESOURCES:** A resolution approving an annual maintenance agreement in the amount of $10,476.00 with System Resources for hardware maintenance on system printers.

7. **WOMEN'S SHELTER:** A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.

8. **LOCAL LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2001 Local Law Enforcement Block Grant in the amount of $36,058.00. The total project is $40,065.00 and requires a 10% City match of $4,007.00. This grant will be used for the purchase of video equipment to place in patrol cars.

113 WEST MOUNTAIN 72701 501 521-7700
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B. **OLD BUSINESS**

Tabled until AG opinion.

1. **APPEAL:** An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was amended and left on the second reading at the July 3, 2001 meeting.

C. **NEW BUSINESS:**

left on second

1. **SPECIAL SALES TAX ELECTION:** An ordinance calling a special election to decide whether or not to approve a three-fourths cent (¾¢) sales and use tax to fund the issuance of not to exceed one hundred twenty-five million dollars of Capital Improvement Bonds to finance all or a portion of the acquisition, construction, reconstruction, extending, improving and equipping of wastewater treatment plants, sewerage and related facilities. (NEED STAFF REVIEW W/ ALL SIGNATURES)
NEED HANDOUT FROM HUNT. RE FINANCING.

106-01 PASS

2. **WASTEWATER TREATMENT PLANT:** A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

107-01 PASS

3. **SIGNATORY AUTHORITY:** A resolution delegating signatory authority in connection with State Revolving Loan Assistance.

NO ACTION

4. **PARKING POLICY:** Informational item regarding uniform parking policies for the City of Fayetteville Phase I of the downtown municipal parking areas.
motion to implement in house policy.

Removed

5. **BUSINESS/TECHNOLOGY PARK:** A resolution authorizing the City of Fayetteville to apply to the State of Arkansas Department of Finance and Administration for a grant from the Economic Development of Arkansas Fund for construction of water and sewer lines and streets necessary to develop the Arkansas Business/Technology Park.

108-01 PASS. Stormwater ROW & Deed restr. new land

6. **APPEAL:** An appeal of a Planning Commission decision regarding a lot split request submitted by Patrick Hannan, LS 01-20.00. NEED MEMO FROM KIT.

7. **REFERENDUM PETITIONS:** An ordinance amending Section 36.15 of the Code of Fayetteville to change the number of days allowed for referendum petitions to be filed from thirty-one days to ninety days.

left on 1st reading

FOR NEXT MTG – STUDY REGARDING RATES IND & COM. FOR WW PLANT. – STEVE DAVIS.

– Reschedule mtg w/ Betty Fennel – re: Business Park.
See – John Maguire re B. Fennel

no council 2 mtg council 4/23rd mtg adj 10:10

FINAL AGENDA
CITY COUNCIL
JULY 17, 2001

INSTRUCTIONS:

Attached please find additional items for your final agenda:

1. Minutes for the Council Meeting of July 3, 2001, add to Consent, Item No. 1.
2. Revised Resolution for costs and expenses, add to New Business, Item No. 1.
3. Notice of Appeal from Dale Varner and information from the planning department file, add to New Business, Item No. 6..
4. An ordinance repealing a portion of §36.15, of the Code of Fayetteville changing the number of days for referendum petitions to be filed, add to New Business, Item No. 7.

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
JULY 3, 2001

A meeting of the Fayetteville City Council was held on Tuesday, July 3, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Zurcher, Trumbo, Davis, Santos, Jordan, Thiel, and Young, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press and Audience.

NOMINATING COMMITTEE REPORT

Mr. Jim Bemis, an area resident, stated he has served as a reference for an applicant for the Telecommunications Board. He would like to clarify what the procedure was and what governed the Nominating Committee's procedures. He was not expecting an answer tonight, but they should be looked at. What are the formal procedures governing the Nominating Committee. What vote was required? He did not understand the phased process.

Mr. Williams stated the City Council's Rules and Procedures did detail the Nominating Committee. The Committee will recommend one or two persons for a position. The actual selection of the committee member will be made at a regularly scheduled Council meeting. The Nominating Committee would interview the applicants and make a recommendation to the City Council, then the vote to accept or reject would be made at the actual meeting.

Mr. Bemis stated he did not understand what occurs during the process of selecting the initial nominees and how could those be revoked.

Mr. Williams stated the rules stated the Nominating Committee would narrow the list of prospective appointees to no more than two individuals for each position. This decision will be made in an open meeting. The recommendation would be submitted to the full City Council for final decision. The Committees first choice may be indicated. All positions shall be decided by majority vote of the City Council.

Mr. Bemis questioned the roll of the "reference" on the application. He wanted to know how the reference was used and what did it mean? If there were complaints or suggestions that someone might not be the best for the board, what was the proper process? If gossip or innuendos were a part of the process he would like people sign their name to it.

In response to questions from Alderman Young, Mr. Bemis stated according to the paper, there was a straw vote to narrow the process, then the straw vote was negated and another nomination was made. He was unhappy with the process that had been used.

Alderman Santos stated he had tried to tighten up the process since he had been chairing the committee. He had been keeping a tally of motions and seconds. The number of the votes. They

did not have staff support during the meetings. The City Clerk's office prepared their packets. They could keep minutes and have someone from the Clerk's office attend the meetings. He questioned how public the meetings really were. They did not let other applicants in during the interviews. Any one else from the public is welcome to come in and listen to the interviews. He had asked at the last meeting for ways to improve the process. What happened with the Telecommunications Board was that all the rest of them had a motion and a vote. With this committee they had to do a straw pole. He had asked everyone to write down their top four nominees. He assumed that was it. They did not actually have a motion and vote to confirm the nominees. That was the reason they had to have the second meeting to get a motion and a second and a vote. Four aldermen had changed their minds on the nominees. He was open for suggestions.

Mr. Williams stated the Nominating Committee, like the other committees, ran themselves. They decide their own procedures. They needed to make a decision on the procedures they wanted to have. Usually a board would decide their own internal procedures. He did not want to draft something up until they had decided among themselves how they wanted to run the meetings.

Alderman Santos stated he did not believe they should even block out other applicants.

Alderman Young stated they technically could not keep them out of the interviews. If an applicant did not have the courtesy to be interviewed, it would be a strong indication to him that they should not serve on the board they were requesting.

Mr. David LaRue, applicant, stated initially his credentials and background were not an issue in the appointment. He expressed his frustration with the gossip and newspaper articles about this potential appointment to the committee.

Ms. Michelle Harring, an area resident, stated she had worked with David for ten months and during that time she had not seen or heard of him miss using equipment. She had not seen David be disrespectful or disparaging to any employee. He was passionate, but had a deep understanding of media issues. She felt he would be a true representative person on the board.

Alderman Thiel stated they had to base their opinion on the information they receive. This was a very bad situation. She felt their process was alright. They had a technical issue they needed to cover. That was the reason for the second meeting. They had motions and seconds on every other nominee, but this one. She did not know how to make it better in the future.

Alderman Davis stated he felt it was unfortunate that they had changed their votes. He had not changed his vote. He thought it was a shame that people had the ability to use the phone after the process was over and try and bring things out on someone. They had the ability to know who applied ahead of time and make the calls earlier.

Alderman Thiel stated she would like to hear from the staff and the board members if they had recommendations for a particular board.

Alderman Santos stated they had the opportunity to change their vote at the actual meeting.

Alderman Young stated what normally happened was the chair would read off all the nominees and there would be one vote for all the nominees. There was not usually a chance to get a word in edge wise. This was the first time he had ever seen any discussion on the nominations.

Mr. Williams stated the rules and procedures did state that when there were instances where there was more than one nominee for a position, either by nominating committee recommendation or by other nominations, each council member shall vote by naming his or her choice for that position.

Alderman Thiel stated the procedure they were referring too was based on the committee being composed of four aldermen. The committee was now a committee of the whole. In the past, there had not been this many problems with the nominating committee. She thought a nominating committee of four was better for several reasons. It worked better in the past than it did now. Now they had the entire council there voting on the nominations. It seemed mutt for them to be voting on this again at the regular council meeting. They had already voted on the nominations. They were only confirming it at the regular meeting. She stated she felt the idea was that there would be four from the council on the nominating committee, then the eight would have a chance to make changes if they wanted to. She had a problem with the nominating committee being eight, rather than four.

Alderman Young stated that the reality of only four aldermen being on the committee, they did not always agree on the nomination and they had come close to having to refer it to the full council. When there were only four the other council members rarely looked at who was applying.

Mayor Coody stated he did not have a problem if the nominating committee wanted to change any of their policies and procedures.

Alderman Santos moved to appoint:

ENVIRONMENTAL CONCERNS COMMITTEE
Annee Littell, One three-year term ending 06/30/04

TELECOMMUNICATIONS BOARD
Doug Wright, Reappointed, One two-year term ending 06/30/03
Brian Richard, One two-year term ending 06/30/03
David LaRue, One two-year term ending 06/30/03
Don Elkins, One two-year term ending 06/30/03

TREE AND LANDSCAPE ADVISORY COMMITTEE
J. S. Candy Clark, One unexpired Service Organization term ending 12/31/01
Leah Karnes, One unexpired Landscape Development term ending 12/31/01
Shay Elizabeth Hopper, One full two-year Land Development term ending 12/31/03
Carl M. Thomas, Jr., One unexpired Utility term ending 12/31/01

WALTON ARTS CENTER COUNCIL, INC.
Reed Greenwood, Reappointed, One three-year term ending 06/30/04
Bill Mandrell, Reappointed, One three-year term ending 06/30/04

WALTON ARTS CENTER FOUNDATION, INC.
Wes Murtishaw, One three-year term ending 06/30/04

YOUTH ADVOCACY COMMITTEE
Karla Bradley, One two-year Teacher position term ending 05/31/03
Cathie Newell, One two-year Parent position term ending 05/31/03
Mathanki Kalapathy, Reappointed, One one-year Student position term ending 05/31/02

Alderman Thiel seconded the motion.

Alderman Zurcher stated he had been one of the aldermen who had changed their vote. He did not do it because of hearsay. David tended to feel very strongly about his opinions and he can be some what abrasive at times. He had been told after they had taken the first tally to check his references. They received references on every one, but it was difficult to check everyone. If someone called and asked him to check someone references, then he was going to. His reference had stated that he had a hard time working with others. The other reference had a glowing reference for David.

Alderman Zurcher moved to amend the motion to remove Trey Marley with David LaRue.

Mr. Williams stated what they needed to do rather than amend the motion was to nominate Mr. LaRue. The rules of procedure stated that if more than one person was nominated for a position then each council member would vote by naming the person of their choice. They could vote on the balance of the motion, then this particular position.

Alderman Santos stated the motion would be to appoint everyone with the exception of Trey Marley. Alderman Thiel agreed to the change.

Upon roll call the motion carried by a vote of 6-0-1, Alderman Trumbo abstaining.

Upon the roll call for the appointment of David LaRue or Trey Marley, Mr. LaRue was **appointed by a vote of 5-1-1. Thiel voting for Trey Marley and Trumbo abstaining.**

Alderman Trumbo stated he had not been able to attend all the interviews and felt it was appropriate for him to abstain.

CONSENT
APPROVAL OF THE MINUTES: June 5, 2001 and June 19, 2001 minutes.

DOUBLE SPRINGS RD. BRIDGE: A resolution approving the construction contract with Gray Construction, Inc. for Double Springs Bridge over Owl Creek sewer relocation project, in the amount of $41,577.95, and a 15% project contingency in the amount of $6,236.

RESOLUTION 93-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

T-HANGAR DRAINAGE: A resolution approving a grant application and a budget adjustment in the amount of $76,340 for the drainage project for T-Hangar Units "E", "F", and "G".

RESOLUTION 94-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY GREEN BUILDING CERTIFICATION: A resolution approving a budget adjustment and contract amendment for additional professional services leading to LEED (Leadership in Energy and Environmental Design) Green Building certification.

RESOLUTION 95-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the consent agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS
DHL WORLDWIDE: A resolution approving an agreement with DHL Worldwide Express for the lease of the old Airport Fire Station Building located at 4140 S. School Avenue. The item was tabled at the June 19, 2001 meeting.

Mr. Gary Dumas, Utility Services Director, stated he had been asked to contact DHL concerning a provision in their insurance package. They had modified their insurance as requested.

Mr. Jordan stated it was his understanding the roof was approximately fifteen to twenty years old. There were several ways that they could repair the roof to last a few more years. He asked if they would still have to maintain the roof whether they leased it or not.

Mr. Dumas stated they would have to maintain the building whether they leased it or not. Under this lease the major repairs would be the city's responsibility.

Mr. Jordan stated they would be leasing this for $175.00 per month for the next two years. He expressed concern that they were currently strapped for money. They had a chance here to bring in some revenue. The amount of the repairs would be at least $2,500. Which meant that they would not make back in the first year what they had put into the building. There were a lot of demands for money. He questioned why the city would rent this building out for pennies. He was very concerned about this. He did not have a problem with the company, but he did have a problem with the amount of money they were charging them.

Mr. Dumas stated the terms of the lease had been negotiated over the past eight to ten months. The city had requested DHL to make the move to get them out of the active part of the airport and into a facility that had access outside the controlled space. DHL had indicated that if the lease rate went up then they would prefer to stay where they were. They did not have any prospects for the space now. There had been some difficulty in finding tenants.

Mr. Rick McKinney, Airport Board member, stated the history behind this company was that they had come in with a very upstart type of cargo business. They hit record cargo of shipments within the first year they operated out of Drake Field. He encouraged them to accept the lease for several reasons which were beneficial to both DHL and the Airport. They would gain one aircraft hangar back that they were operating out of. They would realize a reduced rate of traffic. They were now having to take their cargo from the east side to the west side. They would reduce the amount of traffic that they have from their vans. Having a tenant paying rent was better than not having a renter. Someone else might pay the same rate, but they would not give them any beneficial side benefit. The metro line which came in twice a day was four traffic counts a day for their tower. That was a side benefit of having this business on the field. They were having to consider cost sharing on the tower because their traffic had dropped. They had picked back up in traffic count and DHL had been a constant factor in that traffic count. Another part of the formula in cost sharing of the funding of the tower was the type of businesses on the field, if they were aviation related or not. They could use another five or ten types of the same businesses there. Their fuel and maintenance needs also contributed to the airport. They needed tenants. They competed against five other airports for these tenants. They had to stay on the edge of the competitive prices. Having DHL there as an operation and a lease hold was important to the airport.

In response to questions, Mr. Dumas stated their current lease was up and they were leasing month to month waiting the outcome of this item.

Mr. McKinney added this would be a better location for them and it would reduce the truck traffic on the east side of the airport, which would lower the maintenance on the gate.

Alderman Young asked if DHL went somewhere else, then the city might end up paying more for the tower.

Mr. McKinney stated that was a factor in the equation. It was not just the direct income by payment of lease holding, they also had to look at the side benefit that this business provided to their traffic count the tower. It would affect them next year.

Alderman Thiel stated she thought this was a win win situation and in the long run would pay for itself.

Alderman Trumbo moved to approve the resolution. Alderman Thiel seconded the motion. Upon role call the motion carried by a vote of 6-1-0, Jordan voting nay.

RESOLUTION 96-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

APPEAL: An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was left on the first reading at the June 19, 2001 meeting.

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

Mr. Williams read the ordinance for the second time. He reminded the council that they might want to have a motion to delete section two.

Alderman Trumbo moved to delete section two, emergency clause. Alderman Jordan seconded the motion.

Ms. Paula Marinoni, an area resident, stated this had come out of a request from Central United Methodist Church for a parking lot. Preservationists and neighbors had opposed this. The church had a plan which had been approved in 1995 which had not been taken into consideration. The request had been voted in at Planning Commission. Alderman Davis and Trumbo had brought this forward for consideration. There was a State law which determined that Conditional Uses went from the Planning Commission to Circuit Court. This had always been the law, as far as she knew. Everyone else that had come before had been told their only opinion was to take it to Circuit Court. She had been told this five years ago. She could not believe that they could not take it to City Council. A citizen should have the right to appeal to their own governing body before taking it to Circuit Court. Five years ago when she questioned this, she had been told by State Representative Sue Madison that this was an old law and should be changed, but it was the law. That was the way it had always been presented to other entities who wanted to challenge. She did not think that they had the authority to pass the ordinance. The city attorney had sited other ordinances in Arkansas where other cities had appealed their conditional uses to the city council. Just because someone else was doing something did not make it legal. The fact that no one had ever challenged them did not make it right. She questioned what the State Law was. After the last meeting, she contacted their

State Representive, Jan Judy, and asked her for an Attorney General opinion. She presented the request to the Attorney General. The request had been assigned to an attorney who would work on this. It had a rush on it. She asked them to leave the item on this reading and/or table it until the opinion came in. She did not believe the opinion would be in before the two weeks. This was not an emergency and they had the time to wait. She had also asked in the opinion if they could use the city trolley to help with the churches on Sundays and the merchants on Dickson Street and downtown.

Mr. Richard Maynard, an area resident, stated he was concerned about this because it changed something that was not a policy decision. He did not think it was the no brainer that it appeared to be. It was a burden that they would be taking on. This was not a policy decision. It was someone asking the city for a break. He did not see any problem with the process ending at Planning Commission. He could see some problems with this being an appeal. This was basically, just taking a second look at it. If it was an appeal, they would not be just looking at the whole thing again, but they would be looking at on whether the findings of fact were followed. He thought that would put the burden on whoever was appealing that they had to come to them with specific fault in the findings and fact. It would get rid of frivolous appeals. He did not believe he would have a problem finding three aldermen to appeal the decision for him, however, if they had point out where they went wrong and where they disagreed with their finding of fact. He encouraged them to have stricter guidelines. As a citizen, he was afraid they were getting into micro managing. They things he would rather them micro manage was their money. He saw many things put on the consent agenda for large sums of money that he was not sure why they were on there. His concern was that once they had a contentious conditional use appeal more things would be put on the consent agenda. He felt they were taking on a lot of work.

Alderman Trumbo stated that when he called the other cities which did appeal their conditional uses to the city council, he had asked the kinds and volumes. They had replied that they were rare.

Mr. Huge Ernest, Urban Development Director, stated the city of Little Rock had very few appeals and they were usually regarding the use of manufactured homes.

Mr. Maynard stated he felt the Planning Commission looked at the Conditional Uses more carefully than they did the rezoning, which automatically came to them.

Alderman Santos stated he had assumed that with the appeal they would have to cite specific ordinances or things from the general plan that showed where the Planning Commission decision was not in line.

Mr. Williams stated he had placed this within the same paragraph that allowed the decision of the Planning Commission to be appealed to the City Council. All of the other provisions allowed an alderman to appeal the decision of the Planning Commission. There was nothing in here that

required any particular thing to be cited beyond what was already in the appeals section. In reference to comments made earlier from Ms. Marinoni he quoted from the State Law regarding the functions of the Board of Adjustments and not the Planning Commission regarding the appeal of variances. Variances from the Board of Adjustments had to be appealed to the Circuit Court. Under another statute they were given the authority to change their ordinances.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

NEW BUSINESS

ZONING DISTRICTS: An ordinance amending Chapter 160, Zoning Districts, and Chapter 161, Zoning Regulations, of the Unified Development Ordinance to include additional multi-family zoning districts, RMF-6, RMF-12, and RMF-18.

Mr. Williams read the ordinance for the first time.

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

Mr. Williams read the ordinance for the second time.

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

Mr. Williams stated the Council did pass this ordinance several months ago, but the ordinance did not have the proper definitions. They had to go back and put the proper definitions in.

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

ORDINANCE 4325 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SKATE PARK: A resolution authorizing the Parks and Recreation Division to apply for up to $200,000 (50/50 matching funds) in grant money for the development of a skate park.

Mr. Eric Schuldt, Parks and Recreation, stated the Skate Park idea had been brought up years ago. The Parks and Recreation had been working on it for two and a half years. It was originally in the CIP for 2000. They had $75,000 allocated to start that project. Staff knew at that time they would need more funds at a future date. Until they got to the community involvement process and a consultant hired they did not know the direction to go. There were many different ways to build a park. They could build a wood, steel or concrete park. They had formed a subcommitee. The subcommittee recommended a concrete park. It was traditionally what was being built. It was the

best thing for the skater and maintenance. It was the more expensive route, but it was a first class facility. They went through a process that was community driven. There had been three public meetings. Approximately forty skaters had attended each of the meetings. The Parks and Recreation Advisory Committee had approved the design on January 8, 2001 and allocated $150,000 more to the project. As of right now, they had $187,000 for construction. They had some contingency built in to pay their architects. The grant they were asking to apply for was an Outdoor Recreation grant. They were asking to pay for $200,000. It was a 50/50 match. They basically had their match. If they were awarded the grant, then they could go with what the skaters had designed. They had tried to involve the skater as much as possible.

In response to questions from Alderman Davis, Mr. Schuldt stated the grant deadline was August 31, 2001. They would find out at the end of December if they were awarded the grant. The Parks and Recreation Advisory Committee had approved the design. The Planning Commission had approved the large scale development on June 14, 2001.

In response to questions from Alderman Jordan, Mr. Schuldt stated their consultants had designed approximately thirty parks that were currently built. They had estimated twenty to twenty-five dollars a square foot on a concrete park. If the city's was 15,000 square feet. The bottom line was $308,000. This grant would allow them to get a walkway all the way around the park and a plaza at the front, then they would be talking about $370,000. They originally had $75,000 allocated.

Alderman Thiel stated there was a lot of young adults and college students that participated in the sport. There was a demand for a better park that would last. They were spending more money up front, but it was going to last for a long time. The wood frame park would not last for very long. She stated she felt the project was wonderful and was in full support.

Alderman Santos moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 97-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TCA CABLE: A resolution authorizing TCA Cable partners to continue to operate the cable communications system.

Mr. Williams stated they had extended the franchise agreement with TCA Cable several times. They needed to extend it again. It was basically extending everything as is. They did not have any problems continuing as they continued their negotiations for the final franchise agreement.

Alderman Young asked what the hold up on the franchise had been.

Mr. Williams replied the biggest problem they were having was the I-net issue. He had asked Bob

Zimmerman and Craig Brown from the University to assist in the negotiation. He had been able to get from Cox a map of their cells and node connections. He had noticed an ad from Cox which raised the basic rate by seventy-six percent. The city had not received official notification. The biggest hold up was the I-net. He thought that they were moving closer at this point in time. Yesterday, the professors had brought in their comments. He hoped this would be the last time they would have to extend this agreement. He added this was a very long term agreement, it was important to get the best agreement that they could. They wanted to ensure that the citizens would have good cable services.

Alderman Zurcher stated he would not support a franchise agreement that raised the rate on the bottom tear by seventy-six percent.

Mr. Williams replied the franchise agreement did not set rates. Rates were set by the company, however, the city could challenge them.

Alderman Zurcher stated the second thing was, any franchise agreement that proposed to put their Community Access or Educational or Government channel that they were so high on the dial that they were not included in the lowest tear or where they could not be easily found by people watching cable television.

Mr. Williams replied they could not remove them from the lowest level of service. Their rights were limited under federal law to designate the stations. Mr. Grogan could explain in more detail.

Mayor Coody stated they had not received their notification on the rate increase. Could there be a chance it was lost in the mail.

Mr. Williams stated the ball was in their court if they wanted to raise the rates they would have to notify the city.

Mayor Coody suggested checking with other cities to see if they had received their notification.

Mr. Williams stated they were currently building their system. The other cities had been finished. He did not think they could raise the rates until they could offer the new services.

Alderman Santos moved to pass the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 98-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MEETING ADJOURNED AT 8:30 P.M.

#1

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY OF FAYETTEVILLE

WHEREAS, the CITY of Fayetteville, Arkansas (the "CITY") desires to obtain all or a portion of the financing for the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction, reconstruction, extending, improving and equipping of modifications to the sewer collection system; and, for construction, reconstruction, extending, improving and equipping of improvements to the existing sewer treatment plant; herein after called Project; and

WHEREAS, the CITY does not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the CITY proposes to obtain all of a portion of the necessary funds to accomplish the Project and to pay related expenses from one or both of the following sources:

(a) tax-exempt revenue bonds issued and sold by the Arkansas Development Finance Authority ("ADFA") under the Arkansas Revolving Loan Fund Program, a portion of which proceeds would be loaned to the CITY ("ADFA Bonds"); or

(b) tax-exempt revenue bonds issued by the CITY and sold through an underwriter or to a bank or governmental entity ("CITY Bonds"); and

WHEREAS, the proceeds of ADFA Bonds would be made available to the City through the issuance by the CITY and the sale to ADFA of an evidence of indebtedness of the CITY in the form of a bond; and

WHEREAS, the maximum principal amount of bonds expected to be issued by the City (not counting a previous issuance of Ten Million Dollars of sewer bonds) is One Hundred and Twenty-Five Million Dollars.

WHEREAS, the purpose of this Resolution is for the CITY to declare its "official intent" to reimburse itself for certain preliminary costs (INCURRED by or on behalf of the CITY and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the CITY's "official intent" to reimburse itself from the proceeds of ADFA Bonds or CITY bonds for preliminary costs of the Project and related expenses advanced by the CITY.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the State's Revolving Loan Fund Program.

PASSED and **APPROVED** this the 17th day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

#6

RECEIVED
JUL 10 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

07-10-01P04:37 RCVD

DALE VARNER
Attorney at Law
129 West Lafayette
Fayetteville, Arkansas 72701
Tel: (501) 587-9300 Fax: (501) 587-9339
email: willsrpro@aol.com

City Council
113 West Mountain Street
Fayetteville, AR 72701

RE: LS 01-20.00: Lot Split (Hannan, pg 529)

NOTICE OF APPEAL

Honorable City Council:

Please be advised that Patrick Hannan respectfully appeals the decision of the Planning Commission of June 25, 2001 requiring a 45 foot easement on the south side of the property for future road development. This property is in the growth area of the city, east of Huntsville Road on Jarnagan Lane.

Please put this on the agenda for the Council meeting of July 17th.

Dale Varner
Attorney for Hannan's

PC Meeting of 25 June 01

FAYETTEVILLE

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

Hannan Lot Split

TO: **Fayetteville Planning Commission Members**
THRU: **Tim Conklin, City Planner**
FROM: **Sara Edwards, Ron Petrie P.E.**
DATE: **June 21, 2001**

Project: **LS 01-20.00: Lot Split (Hannan, pp 529)** was submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split into two tracts of 9 ½ acres and 2 acres.

Findings: This property is located on Jarnagan Lane approximately 800 feet north of Huntsville Road. There is one single family home on this property. The applicant is dedicating the required right-of-way based upon Washington County road standards along Jarnagan Lane. There is a proposed Minor Arterial street located on this property.

Recommendation: Approval subject to the conditions listed below.

Conditions of Approval:

1. Planning Commission determination of the requested waiver to relieve applicant of the dedication of right-of-way required as part of the Master Street Plan. The requirement is for 45 feet from centerline. Approximately 60,000 square feet is the area of required dedication. *See attached close up map for exact location.*

2. Survey shall show the limits of the 100 year floodplain.

3. Survey shall describe the 15 feet on either side of Jarnagan Lane as right-of-way dedicated to Washington County.

4. Applicant shall obtain approval from Washington County Planning prior to filing this lot split. An elevation certificate shall be required prior to building. Flood insurance may be required on all new structures.

5. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

Background:

The proposed Lot Split was reviewed at the May 30, 2001 Technical Plat review and the June 14, 2001 Subdivision Committee meeting.

Discussion at the Subdivision Committee meeting included the waiver request from the Master Street Plan right-of-way dedication.

The Subdivision Committee forwarded the Lot Split to the full Planning Commission "subject to the four staff conditions for the full Planning Commission to consider the lesser dedication of right-of-way on the Master Street Plan and to also consider making a plat notation that should the money in lieu of sidewalk ordinance be passed by the City Council and become an ordinance that be an option available to this applicant."

INFRASTRUCTURE:

a) Water will only be available to Tract B. A water extension will be required if water is requested for the existing residence on Tract A.

b) Sanitary sewer is not available.

c) Streets. Not applicable.

d) Grading and Drainage. Not applicable.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: _____

Comments:

_____

_____

_____

CITY COUNCIL ACTION: __Yes__Required
_____Approved _____Denied

Date: __/__/__

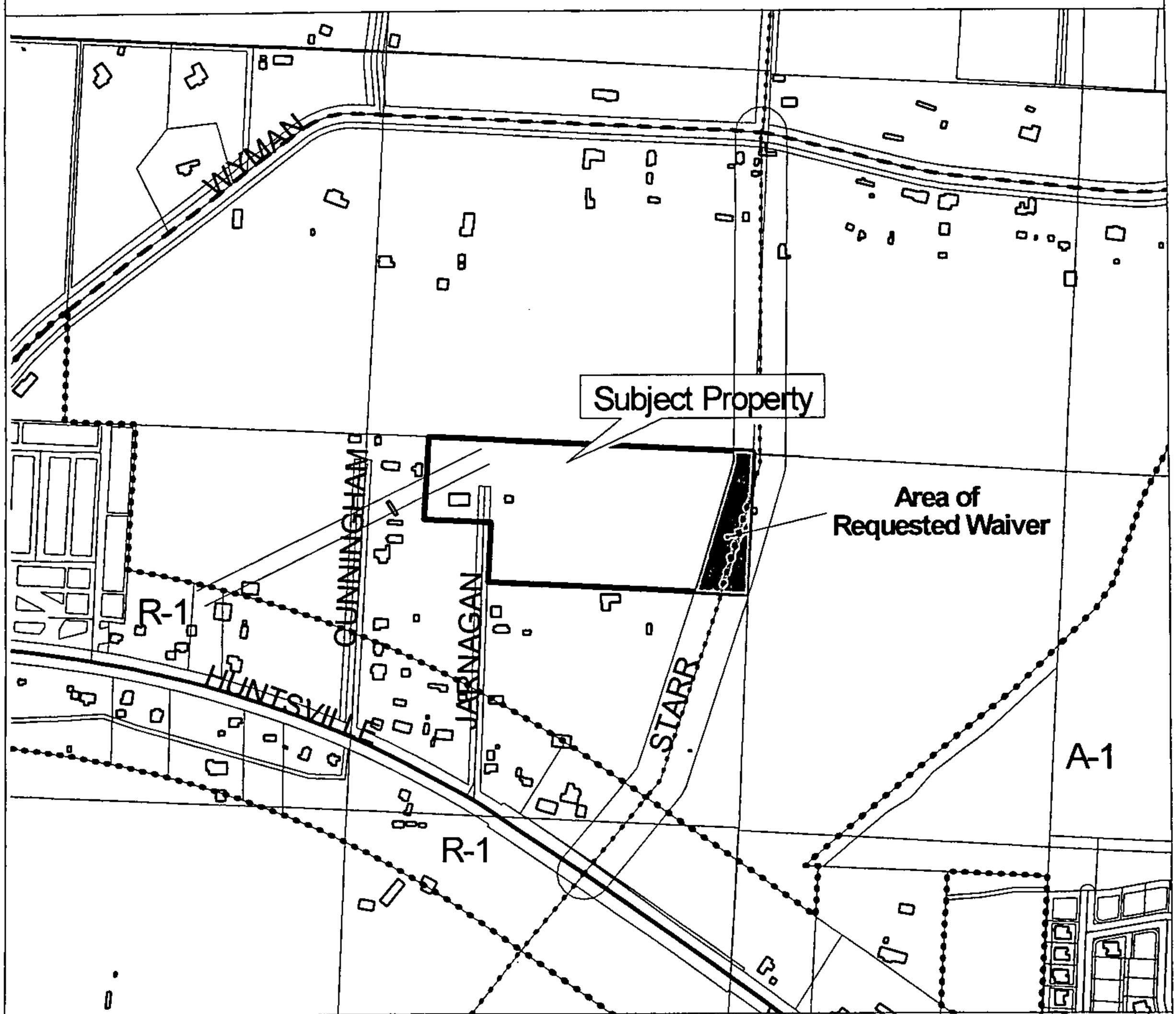
The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
by

_____
title

_____
date

LSP01-20 HANNAN CLOSE UP



Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historical Collector
- STREETS
- Fayetteville City Limits

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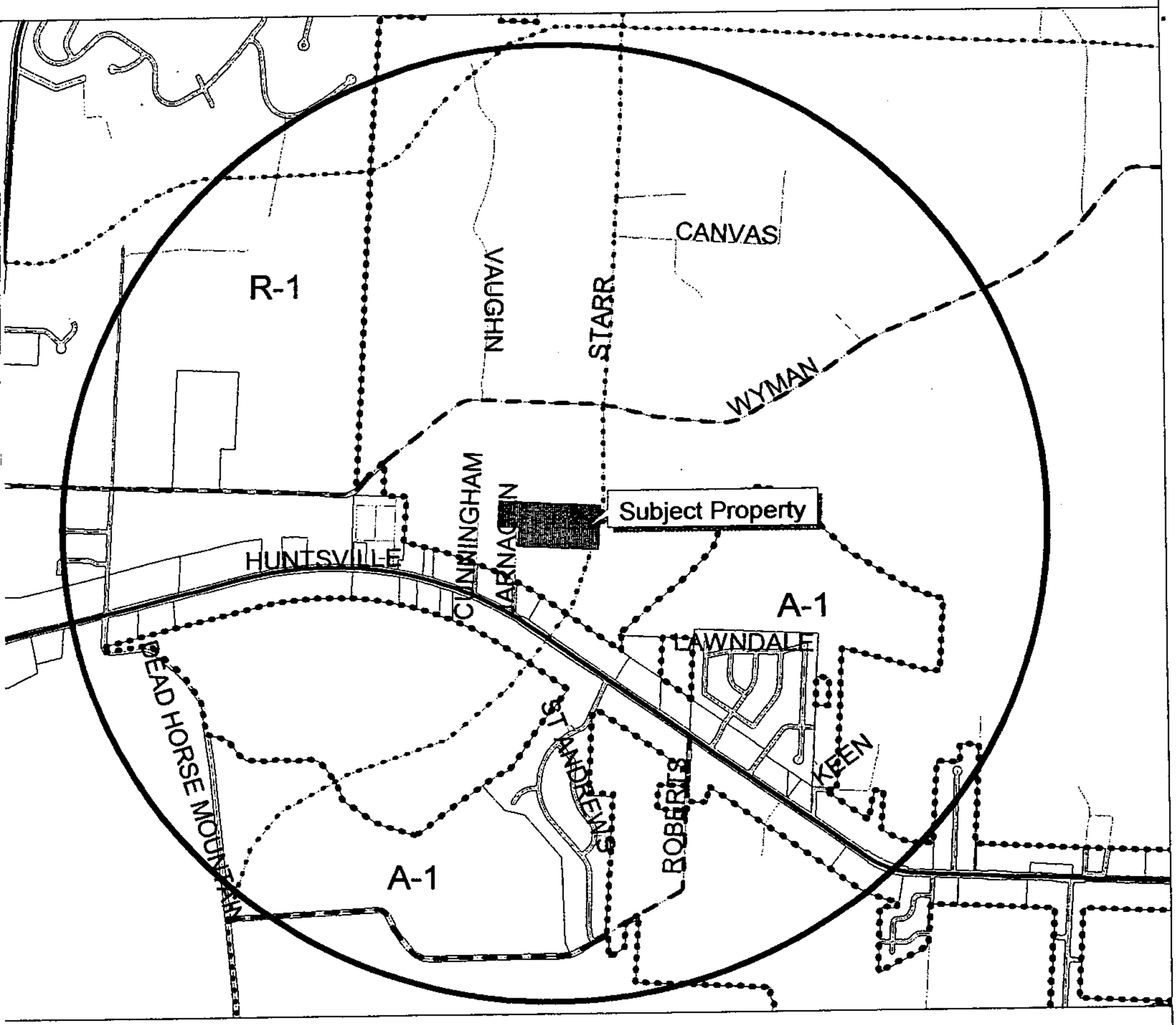
200 0 200 400 600 800 Feet

LSP01-20 HANNAN ONE MILE



Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historical Collector
- STREETS
- Fayetteville City Limits

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Planning Commission
June 25, 2001
LSP 01-20 Hannan
Page 1.5

LSP 01-20.00: Lot Split (Hannan, pp 529) was submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split the property into two tracts of 9 ½ acres and 2 acres with a waiver of the Master Street right of way dedication requirements.

Estes: The first item of business under new business is lot split submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split the property into two tracts of 9 ½ acres and 2 acres with a waiver of the Master Street right of way dedication requirements. Staff recommends approval subject to the following conditions of approval: Number one, Planning Commission determination of the requested waiver to relieve applicant of the dedication of right-of-way required as part of the Master Street Plan. The requirement is for 45 feet from centerline. Approximately 60,000 square feet is the area of required dedication. Number two, survey shall show the limits of the 100 year floodplain. Number three, survey shall describe the 15 feet on either side of Jarnagan Lane as right-of-way dedicated to Washington County. Number four, applicant shall obtain approval from Washington County Planning prior to filing this lot split. An elevation certificate shall be required prior to building. Flood insurance may be required on all new structures. Number five, Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications). Is the applicant present? Do you have a presentation you would like to make to the Planning Commission? If so, would you please come forward, state your name and provide us with the benefit of your presentation.

Varner: My name is Dale Varner and I represent the Hannan's and the Jarnagan's. This is a situation where a father who owns 11 acres roughly wants to split off 2 and give it to his daughter so she can build a house on the property that he's had for 45 to 50 years. They have no objection to the issuance to the easement across the front of the two acres. However, they request a waiver of the request by the Planning staff for the 45 foot cutting across the back of the 2 acre lot. It seems to me, at this point in time, there is no street that's really dedicated or close to the property and it's a proposal that may or may not happen. I think that in a sense that if they were forced to give this up in the hopes that some day to have a street that goes through there, it would really be taking his property without the benefit of getting money that you would be entitled to if it was condemned for a road purpose. It seems to me that, under the circumstances, this is not a big development that's going through there and they are going to build their own home on the property. There is some problem with the floodplain that the front part of

the property is lower than the back and they will be building on the back portion of the property, it's about five feet higher than the front. I don't think there is a flood problem, although it is in the floodplain area. I think that under the circumstances that this is a father who wants his family to live close to him and be a part of the property that he has owned for a long period of time. You are really straining to hold them to some rigid requirements especially since they are in the growth zone and not in the City of Fayetteville. Recognizing that there must be some orderly positions held for future developments but under these circumstances it doesn't look like Mr. Jarnagan is going to do anything on the basis of developing the property other than his own family and I don't think that's going to be a burden on the City. He has his own water supply, he has his own lane that goes up through there. They are requesting that this go up into this property and if it does a part of the right-of-way will go right through his barn and some of the other areas that he already has. I don't think, since he is donating the property to his daughter that he shouldn't sacrifice what will happen to his barn because of some requirement. This is really his driveway in a sense and it has been a dedicated lane, it's not a highway. It is not a dedicated road in any sense. They have no objection to the utility easement and whatnot, they have no objection to widening the lane in front of their property by 15 feet but not to the expense of the father. If you will look on the map the lane on one side has property owned by other people, not the father. There are other houses that are not listed there on the map that they are right close to the corner where Jarnagan Lane and that two acres are. It isn't one of those situations where the road is going to be widened. It will be alright up against their property but they have no control over what happens to the property across those two acres. The lane itself has been dedicated already and they have no control over that and connecting to 16.

PUBLIC COMMENT:

Estes: Is there any member of the audience who would like to provide public comment on this requested lot split?

COMMISSION DISCUSSION:

Estes: Seeing none, I'll bring it back to the Commission for discussion, motions and consideration.

Bunch: Just a matter of housekeeping and clarification, it is unclear on the drawing just where Jarnagan Lane starts and the applicants driveway starts. In our conditions of approval it does mention in number three that 15 feet on either side of Jarnagan Lane as right-of-

way. The point was raised that one side of the street is someone else's property. I think it would help to clarify, for the record, just where Jarnagan Lane ends and the driveway begins. Tim, could you shed some light on that?

Conklin: On their survey, tract A, Jarnagan Lane is located within the property so they own both sides. Approximately 209 feet south of tract A includes tract B, that is the location where we only have 15 feet on the east side.

Bunch: Is it only on the front of tract B?

Conklin: It's in front of both tracts.

Bunch: We are saying that the road actually extends into tract A rather than that being his driveway?

Conklin: Yes. By our ordinance requirements they are required to have 75 feet of road frontage for tract A. Therefore, it does extend into tract A, it does not end at tract B.

Hoffman: To get 75 feet we are extending the road up through their property?

Conklin: Yes. They are required to have 75 feet of road frontage.

Hoffman: In essence tract A would wrap around it. I thought the issue was more of a right-of-way dedication for Starr Drive on the east but that doesn't seem to be an issue anymore?

Conklin: That still is an issue. They are requesting the Planning Commission wave that dedication of requirement, in condition number one. We did place in your packet on 1.7 that ordinance requirement under 156.03(d)(1)(a)(3). It states "..the Planning Commission may approve a lesser dedication in the event of undue hardship or practical difficulties. Such lessor dedication shall be subject to approval by the City Council." They are asking at this time not to dedicate that right-of-way.

Hoffman: I would like to hear a little bit more from that applicant. I would view the hardship as being extension of Jarnagan Lane into the property between the house and the barn and if tract A, at some time, were to develop more densely then that would be looked at as a function of the size of the property for either a rezoning or large scale development or something. There doesn't seem to me to be as compelling a hardship on the east side because there are no structures currently located there. If some were posed at a later

date and it didn't look like that road was going to develop, a future Commission could address it then. I would be willing to consider a lesser right-of-way up through the middle of his property on tract A but keep the required dedication for Starr Drive. Would it be okay for the applicant to respond to that?

Varner: My client has no objection to dedication of the street that runs by the small two acre portion to put it there but not clear up into his where Jarnagan Lane ends and runs into his property. It's more or less a driveway in a sense, it's not part of the lane. They have no objection to widening or giving the easement across the two acre portion that's being cut off.

Hoffman: The reason I'm saying that I would view it as being okay to stop it at the property or thereabouts would be because it's not shown to be a through street on our Master Street Plan but I'm also addressing Starr Lane on the east side of the property, that is shown to be a through street. As these larger tracts develop in the future, I think that it's important that the Planning Commission consider it. We are pretty big on connectivity and it would be important for us to retain that flexibility. I think we all drive on roads now that were at some time dedicated as right-of-way prior to development.

Varner: The problem that I see in terms of that on the east end, that the 90 feet that is required, if and when this is annexed into the City then the street would go through, that could be taken into consideration at that time. I don't think that, under the circumstances, if we are talking 10 or 20 years before they develop that road, we would be taking that property without compensation by forcing them to give a right-of-way through there right now just for the sake of giving their daughter a place to build a house. Somehow I don't find that quite ethical.

Hoffman: We certainly don't want to appear to be punitive and that's not my intention at all. It's a question of trying to apply the subdivision regulations evenly across the board. As lots are subdivided and re-subdivided, the Planning Commission typically does require the right-of-way to be left aside. There have been times where other people have shown, over long periods of time, if the development is not warranted then we can take a look at the Master Street Plan and the Master Street Plan goes through public hearings and so on and so forth. We've revised it several times within the last year.

Varner: I certainly would agree that if this was a development which would be putting 20 or 50 houses in there, there would be a problem later on with deciding where the road is going to go and we would have to take houses out to accomplish it. I could certainly understand that. They have no intention of building close enough to that proposed

right-of-way that it might happen to create this. This is not a big development, he's giving his daughter two acres to build a house on. It isn't going to create a problem I can see for any future development the City might have by putting that Starr Lane through there.

Estes: The reason that we must consider the dedication of right-of-way is because of our Unified Development Ordinance in Section 156, is that correct?

Conklin: That is correct. Any time you consider a lot split, the applicant is required to dedicate the right-of-way based on the Master Street Plan.

Estes: That is City ordinance?

Conklin: That is correct.

Ward: Tim, if we approve this, they can appeal to City Council if they want to get this street dedication changed?

Conklin: If you approve a condition that they dedicate it, yes they could appeal that decision. If you make a recommendation not to require them to dedicate it, it still needs to go to City Council and they have to approve that lesser dedication.

Varner: I might indicate that in the event that this is turned down, that they are required to do this, you are not going to have a lot split. There is not going to be a portion to have.

Hoffman: Are you referring to the dedication on the east for Starr or are you referring to both?

Varner: Just to Starr.

Ward: With what we have to work with, the only thing we can do is approve a lesser dedication, in the event that you can prove an undue hardship. We've done this in past where somebody had a home right where a major arterial was going through. We've taken deed restrictions where they couldn't put any other structures on this land. It looks like we are talking about an acre and a half here of dedication you are being asked to provide. At this level, unless you can show us an undue hardship, I don't think we have any choice.

Varner: It certainly is an undue hardship on the people who are planning to build a home near their father so they can look after their father. It's not like they are going to build 20

houses in there. It certainly is an undue hardship on them in terms of having to look someplace else to build a home and they wanted on the family land. It's not like the father just went in and bought the acreage.

Ward: If next week we wanted to extend that road through their property, we would have to come out and buy it and condemn it, take the property one way or the other and pay them for that right which we are not having to do at this point since they are asking us a favor.

Varner: They would consider that they would give a covenant that they would not build on that proposed right-of-way and when it comes time to build it or do whatever you are going to do with it, as far as the road is concerned, they could decide what they have to do. The City is going to have to buy it or whatever.

Estes: My views are in conformity to Commissioner Ward's. We have this UDO section that when there is a subdivision creating only one new lot or lot split, which is what is before us, that we must consider a dedication of right-of-way. There is nothing subjective on our part, it's mandated by ordinance and we must follow the ordinance. It provides that Planning Commission may approve a lesser dedication in the event of undue hardship or practical difficulties. Even if we approve a lesser dedication, it's subject to approval by the City Council. We've got to make a finding of fact that there is an undue hardship or practical difficulty. When we discussed this at agenda and also at Subdivision, there was some reference to, in the past, if we have ever done such a thing. The answer was "Yes". For example where the dedication of right-of-way went through somebody's home. In this case, I concur with Commissioner Ward. Let me ask staff some questions, Starr Road is on the Master Street Plan?

Conklin: Yes. It is designated as a collector and minor arterial street.

Estes: It extends north from Huntsville and connects with Wyman Road to the north?

Conklin: It goes north of Wyman Road and when you get to the top of the hill, before it turns back to the west, it continues on north as a minor arterial, Starr Road south of Highway 45 back to the east, it is designated as a collector street. The portion of right-of-way that we are looking at today is located between Wyman Road and Huntsville Road, it's at the east end of this lot so it would be one piece of undeveloped right-of-way that would be dedicated to the City at this time.

Estes: To grant the requested waiver, we cannot amend the Master Street Plan?

Varner: Does the Master Street Plan include the growth area?

Conklin: Yes it does.

Estes: The way I view it is, we cannot, in this proceeding this evening, amend the Master Street Plan and to grant the requested waiver. We are going to have to ignore, pay no attention to or amend, see no evil, hear no evil, do no evil. We are going to have to create a fiction that the Master Street Plan doesn't exist. We can't do that. The second thing we would have to do, according to the ordinance, is make a finding of undue hardship or practical difficulties.

Varner: I guess the Planning Commission has to do what they have to do but it's going to eliminate the need for a lot split. I would almost guarantee it.

Estes: On condition number three, I'm in agreement with Commissioner Hoffman, I don't see any reason to run that 15 foot on either side of Jarnagan Lane as a right-of-way, past the point where the west 230 foot line meets the north 209 foot line. I would not be in favor or requiring that at all. I would not grant the requested waiver of the dedication of right-of-way because I just don't see that we can do it.

MOTION:

Hoffman: I was going to enter a motion because I do agree with the others about Starr Drive right-of-way. I think that if he wants to take the case to City Council to request that they waive or change the Master Street Plan, that's certainly your right to do so. I agree with you, there is no point at all in having the extension of Jarnagan Lane up into the property. I think that's your hardship. Therefore, my motion would be to recommend LS 01-20.00 with the amendment to condition number three, that the 15 feet on either side of Jarnagan Lane dedicated as right-of-way not extend past the northwestern point of tract B, that it extend only to that intersection at the northwestern corner of tract B, where it adjoins tract A. Leave in place the right-of-way dedication for Starr Drive.

Ward: Second.

Estes: We have a motion by Commissioner Hoffman and motion by Commissioner Ward, is there any discussion?

Ward: Would the applicant like to pull or table this or do you want us to go ahead and go

through with the voting of it.

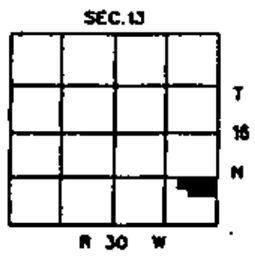
Varner: I assume you have a vote on it because the other alternative they may have is to ask the Council to change it and if they are denied there, they can also withdraw their motion. I guess we need to take the next step to where we are needing to go to get some relief.

Estes: Any other discussion? Sheri, would you call the roll please?

ROLL CALL:

Upon roll call LS 01-20.00 is approved by a unanimous vote of 8-0-0.

LOCATION MAP

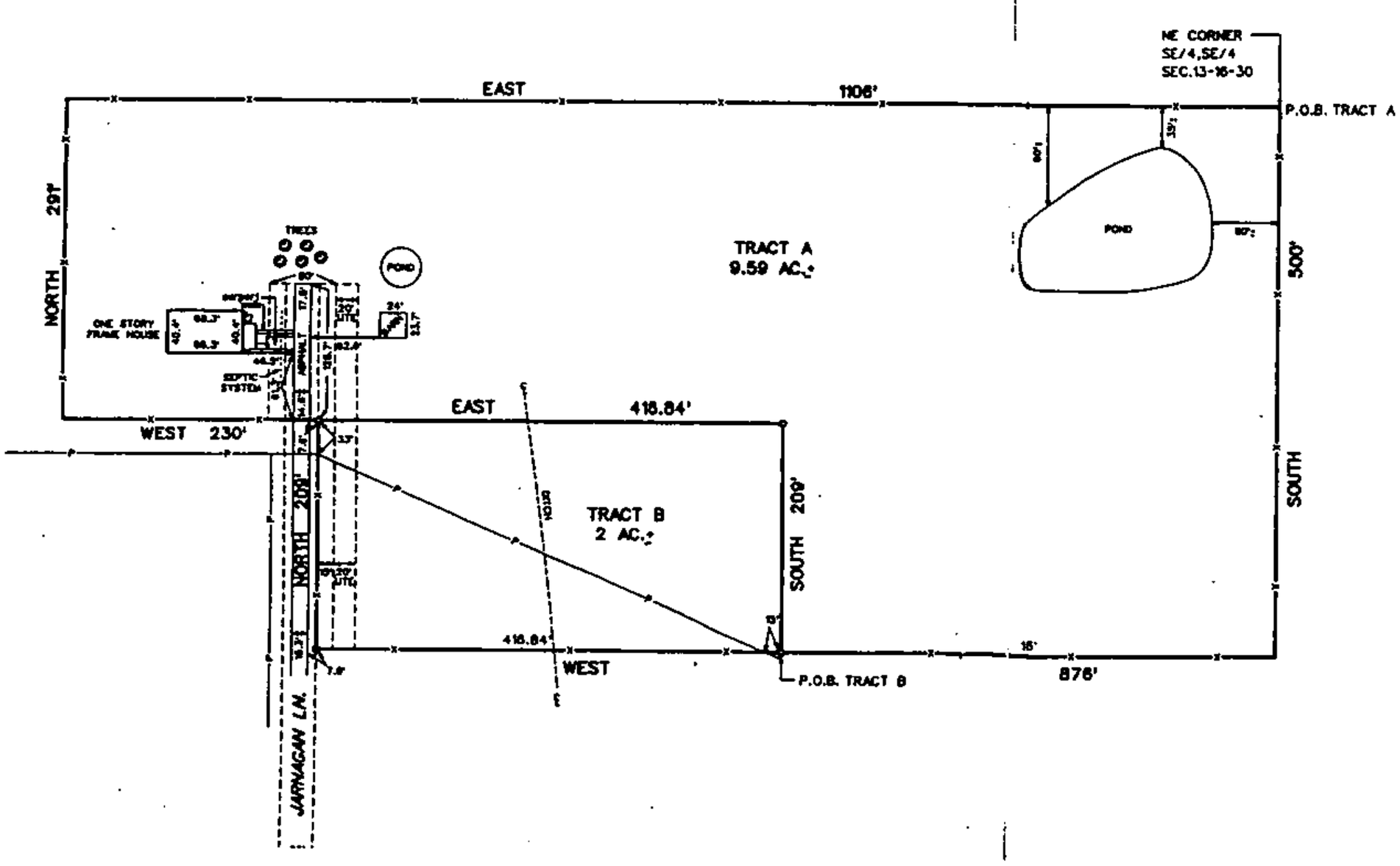


NOTE:

THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN:
FLOOD MAP #05143C0011SD
DATED: July 21, 1999

LEGEND

—x— FENCE
● FOUND IRON P
—P— POWERLINE
● SET IRON



#7

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 588 CODIFIED AS SECTION 36.15 OF THE CODE OF THE CITY OF FAYETTEVILLE, ARKANSAS TO CHANGE THE NUMBER OF DAYS ALLOWED FOR REFERENDUM PETITIONS TO BE FILED FROM 31 DAYS TO 90 DAYS

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

Section 1. That Ordinance No. 588, codified as §36.15 of the Code of Fayetteville is amended by deleting "31" and replacing it with "90" so that the section shall now be:

> **"§36.15 When petition to be filed.**
>
> "All referendum petitions under Amendment 7 to the Constitution of the State of Arkansas must be filed with the city clerk within 90 days after the passage of the ordinance to which it relates."

PASSED and **APPROVED** this the _____ day of August, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
JULY 3, 2001

A meeting of the Fayetteville City Council was held on Tuesday, July 3, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Zurcher, Trumbo, Davis, Santos, Jordan, Thiel, and Young, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press and Audience.

NOMINATING COMMITTEE REPORT

Mr. Jim Bemis, an area resident, stated he has served as a reference for an applicant for the Telecommunications Board. He would like to clarify what the procedure was and what governed the Nominating Committee's procedures. He was not expecting an answer tonight, but they should be looked at. What are the formal procedures governing the Nominating Committee. What vote was required? He did not understand the phased process.

Mr. Williams stated the City Council's Rules and Procedures did detail the Nominating Committee. The Committee will recommend one or two persons for a position. The actual selection of the committee member will be made at a regularly scheduled Council meeting. The Nominating Committee would interview the applicants and make a recommendation to the City Council, then the vote to accept or reject would be made at the actual meeting.

Mr. Bemis stated he did not understand what occurs during the process of selecting the initial nominees and how could those be revoked.

Mr. Williams stated the rules stated the Nominating Committee would narrow the list of prospective appointees to no more than two individuals for each position. This decision will be made in an open meeting. The recommendation would be submitted to the full City Council for final decision. The Committees first choice may be indicated. All positions shall be decided by majority vote of the City Council.

Mr. Bemis questioned the roll of the "reference" on the application. He wanted to know how the reference was used and what did it mean? If there were complaints or suggestions that someone might not be the best for the board, what was the proper process? If gossip or innuendos were a part of the process he would like people sign their name to it.

In response to questions from Alderman Young, Mr. Bemis stated according to the paper, there was a straw vote to narrow the process, then the straw vote was negated and another nomination was made. He was unhappy with the process that had been used.

Alderman Santos stated he had tried to tighten up the process since he had been chairing the committee. He had been keeping a tally of motions and seconds. The number of the votes. They

did not have staff support during the meetings. The City Clerk's office prepared their packets. They could keep minutes and have someone from the Clerk's office attend the meetings. He questioned how public the meetings really were. They did not let other applicants in during the interviews. Any one else from the public is welcome to come in and listen to the interviews. He had asked at the last meeting for ways to improve the process. What happened with the Telecommunications Board was that all the rest of them had a motion and a vote. With this committee they had to do a straw pole. He had asked everyone to write down their top four nominees. He assumed that was it. They did not actually have a motion and vote to confirm the nominees. That was the reason they had to have the second meeting to get a motion and a second and a vote. Four aldermen had changed their minds on the nominees. He was open for suggestions.

Mr. Williams stated the Nominating Committee, like the other committees, ran themselves. They decide their own procedures. They needed to make a decision on the procedures they wanted to have. Usually a board would decide their own internal procedures. He did not want to draft something up until they had decided among themselves how they wanted to run the meetings.

Alderman Santos stated he did not believe they should even block out other applicants.

Alderman Young stated they technically could not keep them out of the interviews. If an applicant did not have the courtesy to be interviewed, it would be a strong indication to him that they should not serve on the board they were requesting.

Mr. David LaRue, applicant, stated initially his credentials and background were not an issue in the appointment. He expressed his frustration with the gossip and newspaper articles about this potential appointment to the committee.

Ms. Michelle Harring, an area resident, stated she had worked with David for ten months and during that time she had not seen or heard of him miss using equipment. She had not seen David be disrespectful or disparaging to any employee. He was passionate, but had a deep understanding of media issues. She felt he would be a true representative person on the board.

Alderman Thiel stated they had to base their opinion on the information they receive. This was a very bad situation. She felt their process was alright. They had a technical issue they needed to cover. That was the reason for the second meeting. They had motions and seconds on every other nominee, but this one. She did not know how to make it better in the future.

Alderman Davis stated he felt it was unfortunate that they had changed their votes. He had not changed his vote. He thought it was a shame that people had the ability to use the phone after the process was over and try and bring things out on someone. They had the ability to know who applied ahead of time and make the calls earlier.

Alderman Thiel stated she would like to hear from the staff and the board members if they had recommendations for a particular board.

Alderman Santos stated they had the opportunity to change their vote at the actual meeting.

Alderman Young stated what normally happened was the chair would read off all the nominees and there would be one vote for all the nominees. There was not usually a chance to get a word in edge wise. This was the first time he had ever seen any discussion on the nominations.

Mr. Williams stated the rules and procedures did state that when there were instances where there was more than one nominee for a position, either by nominating committee recommendation or by other nominations, each council member shall vote by naming his or her choice for that position.

Alderman Thiel stated the procedure they were referring too was based on the committee being composed of four aldermen. The committee was now a committee of the whole. In the past, there had not been this many problems with the nominating committee. She thought a nominating committee of four was better for several reasons. It worked better in the past than it did now. Now they had the entire council there voting on the nominations. It seemed mutt for them to be voting on this again at the regular council meeting. They had already voted on the nominations. They were only confirming it at the regular meeting. She stated she felt the idea was that there would be four from the council on the nominating committee, then the eight would have a chance to make changes if they wanted to. She had a problem with the nominating committee being eight, rather than four.

Alderman Young stated that the reality of only four aldermen being on the committee, they did not always agree on the nomination and they had come close to having to refer it to the full council. When there were only four the other council members rarely looked at who was applying.

Mayor Coody stated he did not have a problem if the nominating committee wanted to change any of their policies and procedures.

Alderman Santos moved to appoint:

ENVIRONMENTAL CONCERNS COMMITTEE
Annee Littell, One three-year term ending 06/30/04

TELECOMMUNICATIONS BOARD
Doug Wright, Reappointed, One two-year term ending 06/30/03
Brian Richard, One two-year term ending 06/30/03
David LaRue, One two-year term ending 06/30/03
Don Elkins, One two-year term ending 06/30/03

TREE AND LANDSCAPE ADVISORY COMMITTEE
J. S. Candy Clark, One unexpired Service Organization term ending 12/31/01
Leah Karnes, One unexpired Landscape Development term ending 12/31/01
Shay Elizabeth Hopper, One full two-year Land Development term ending 12/31/03
Carl M. Thomas, Jr., One unexpired Utility term ending 12/31/01

WALTON ARTS CENTER COUNCIL, INC.
Reed Greenwood, Reappointed, One three-year term ending 06/30/04
Bill Mandrell, Reappointed, One three-year term ending 06/30/04

WALTON ARTS CENTER FOUNDATION, INC.
Wes Murtishaw, One three-year term ending 06/30/04

YOUTH ADVOCACY COMMITTEE
Karla Bradley, One two-year Teacher position term ending 05/31/03
Cathie Newell, One two-year Parent position term ending 05/31/03
Mathanki Kalapathy, Reappointed, One one-year Student position term ending 05/31/02

Alderman Thiel seconded the motion.

Alderman Zurcher stated he had been one of the aldermen who had changed their vote. He did not do it because of hearsay. David tended to feel very strongly about his opinions and he can be some what abrasive at times. He had been told after they had taken the first tally to check his references. They received references on every one, but it was difficult to check everyone. If someone called and asked him to check someone references, then he was going to. His reference had stated that he had a hard time working with others. The other reference had a glowing reference for David.

Alderman Zurcher moved to amend the motion to remove Trey Marley with David LaRue.

Mr. Williams stated what they needed to do rather than amend the motion was to nominate Mr. LaRue. The rules of procedure stated that if more than one person was nominated for a position then each council member would vote by naming the person of their choice. They could vote on the balance of the motion, then this particular position.

Alderman Santos stated the motion would be to appoint everyone with the exception of Trey Marley. Alderman Thiel agreed to the change.

Upon roll call the motion carried by a vote of 6-0-1, Alderman Trumbo abstaining.

Upon the roll call for the appointment of David LaRue or Trey Marley, Mr. LaRue was appointed by a vote of 5-1-1. Thiel voting for Trey Marley and Trumbo abstaining.

Alderman Trumbo stated he had not been able to attend all the interviews and felt it was appropriate for him to abstain.

CONSENT
APPROVAL OF THE MINUTES: June 5, 2001 and June 19, 2001 minutes.

DOUBLE SPRINGS RD. BRIDGE: A resolution approving the construction contract with Gray Construction, Inc. for Double Springs Bridge over Owl Creek sewer relocation project, in the amount of $41,577.95, and a 15% project contingency in the amount of $6,236.

RESOLUTION 93-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

T-HANGAR DRAINAGE: A resolution approving a grant application and a budget adjustment in the amount of $76,340 for the drainage project for T-Hangar Units "E", "F", and "G".

RESOLUTION 94-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY GREEN BUILDING CERTIFICATION: A resolution approving a budget adjustment and contract amendment for additional professional services leading to LEED (Leadership in Energy and Environmental Design) Green Building certification.

RESOLUTION 95-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the consent agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS
DHL WORLDWIDE: A resolution approving an agreement with DHL Worldwide Express for the lease of the old Airport Fire Station Building located at 4140 S. School Avenue. The item was tabled at the June 19, 2001 meeting.

Mr. Gary Dumas, Utility Services Director, stated he had been asked to contact DHL concerning a provision in their insurance package. They had modified their insurance as requested.

Mr. Jordan stated it was his understanding the roof was approximately fifteen to twenty years old. There were several ways that they could repair the roof to last a few more years. He asked if they would still have to maintain the roof whether they leased it or not.

Mr. Dumas stated they would have to maintain the building whether they leased it or not. Under this lease the major repairs would be the city's responsibility.

Mr. Jordan stated they would be leasing this for $175.00 per month for the next two years. He expressed concern that they were currently strapped for money. They had a chance here to bring in some revenue. The amount of the repairs would be at least $2,500. Which meant that they would not make back in the first year what they had put into the building. There were a lot of demands for money. He questioned why the city would rent this building out for pennies. He was very concerned about this. He did not have a problem with the company, but he did have a problem with the amount of money they were charging them.

Mr. Dumas stated the terms of the lease had been negotiated over the past eight to ten months. The city had requested DHL to make the move to get them out of the active part of the airport and into a facility that had access outside the controlled space. DHL had indicated that if the lease rate went up then they would prefer to stay where they were. They did not have any prospects for the space now. There had been some difficulty in finding tenants.

Mr. Rick McKinney, Airport Board member, stated the history behind this company was that they had come in with a very upstart type of cargo business. They hit record cargo of shipments within the first year they operated out of Drake Field. He encouraged them to accept the lease for several reasons which were beneficial to both DHL and the Airport. They would gain one aircraft hangar back that they were operating out of. They would realize a reduced rate of traffic. They were now having to take their cargo from the east side to the west side. They would reduce the amount of traffic that they have from their vans. Having a tenant paying rent was better than not having a renter. Someone else might pay the same rate, but they would not give them any beneficial side benefit. The metro line which came in twice a day was four traffic counts a day for their tower. That was a side benefit of having this business on the field. They were having to consider cost sharing on the tower because their traffic had dropped. They had picked back up in traffic count and DHL had been a constant factor in that traffic count. Another part of the formula in cost sharing of the funding of the tower was the type of businesses on the field, if they were aviation related or not. They could use another five or ten types of the same businesses there. Their fuel and maintenance needs also contributed to the airport. They needed tenants. They competed against five other airports for these tenants. They had to stay on the edge of the competitive prices. Having DHL there as an operation and a lease hold was important to the airport.

In response to questions, Mr. Dumas stated their current lease was up and they were leasing month to month waiting the outcome of this item.

Mr. McKinney added this would be a better location for them and it would reduce the truck traffic on the east side of the airport, which would lower the maintenance on the gate.

Alderman Young asked if DHL went somewhere else, then the city might end up paying more for the tower.

Mr. McKinney stated that was a factor in the equation. It was not just the direct income by payment of lease holding, they also had to look at the side benefit that this business provided to their traffic count the tower. It would affect them next year.

Alderman Thiel stated she thought this was a win win situation and in the long run would pay for itself.

Alderman Trumbo moved to approve the resolution. Alderman Thiel seconded the motion. Upon role call the motion carried by a vote of 6-1-0, Jordan voting nay.

RESOLUTION 96-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

APPEAL: An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was left on the first reading at the June 19, 2001 meeting.

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

Mr. Williams read the ordinance for the second time. He reminded the council that they might want to have a motion to delete section two.

Alderman Trumbo moved to delete section two, emergency clause. Alderman Jordan seconded the motion.

Ms. Paula Marinoni, an area resident, stated this had come out of a request from Central United Methodist Church for a parking lot. Preservationists and neighbors had opposed this. The church had a plan which had been approved in 1995 which had not been taken into consideration. The request had been voted in at Planning Commission. Alderman Davis and Trumbo had brought this forward for consideration. There was a State law which determined that Conditional Uses went from the Planning Commission to Circuit Court. This had always been the law, as far as she knew. Everyone else that had come before had been told their only opinion was to take it to Circuit Court. She had been told this five years ago. She could not believe that they could not take it to City Council. A citizen should have the right to appeal to their own governing body before taking it to Circuit Court. Five years ago when she questioned this, she had been told by State Representative Sue Madison that this was an old law and should be changed, but it was the law. That was the way it had always been presented to other entities who wanted to challenge. She did not think that they had the authority to pass the ordinance. The city attorney had sited other ordinances in Arkansas where other cities had appealed their conditional uses to the city council. Just because someone else was doing something did not make it legal. The fact that no one had ever challenged them did not make it right. She questioned what the State Law was. After the last meeting, she contacted their

State Representive, Jan Judy, and asked her for an Attorney General opinion. She presented the request to the Attorney General. The request had been assigned to an attorney who would work on this. It had a rush on it. She asked them to leave the item on this reading and/or table it until the opinion came in. She did not believe the opinion would be in before the two weeks. This was not an emergency and they had the time to wait. She had also asked in the opinion if they could use the city trolley to help with the churches on Sundays and the merchants on Dickson Street and downtown.

Mr. Richard Maynard, an area resident, stated he was concerned about this because it changed something that was not a policy decision. He did not think it was the no brainer that it appeared to be. It was a burden that they would be taking on. This was not a policy decision. It was someone asking the city for a break. He did not see any problem with the process ending at Planning Commission. He could see some problems with this being an appeal. This was basically, just taking a second look at it. If it was an appeal, they would not be just looking at the whole thing again, but they would be looking at on whether the findings of fact were followed. He thought that would put the burden on whoever was appealing that they had to come to them with specific fault in the findings and fact. It would get rid of frivolous appeals. He did not believe he would have a problem finding three aldermen to appeal the decision for him, however, if they had point out where they went wrong and where they disagreed with their finding of fact. He encouraged them to have stricter guidelines. As a citizen, he was afraid they were getting into micro managing. They things he would rather them micro manage was their money. He saw many things put on the consent agenda for large sums of money that he was not sure why they were on there. His concern was that once they had a contentious conditional use appeal more things would be put on the consent agenda. He felt they were taking on a lot of work.

Alderman Trumbo stated that when he called the other cities which did appeal their conditional uses to the city council, he had asked the kinds and volumes. They had replied that they were rare.

Mr. Huge Ernest, Urban Development Director, stated the city of Little Rock had very few appeals and they were usually regarding the use of manufactured homes.

Mr. Maynard stated he felt the Planning Commission looked at the Conditional Uses more carefully than they did the rezoning, which automatically came to them.

Alderman Santos stated he had assumed that with the appeal they would have to cite specific ordinances or things from the general plan that showed where the Planning Commission decision was not in line.

Mr. Williams stated he had placed this within the same paragraph that allowed the decision of the Planning Commission to be appealed to the City Council. All of the other provisions allowed an alderman to appeal the decision of the Planning Commission. There was nothing in here that

required any particular thing to be cited beyond what was already in the appeals section. In reference to comments made earlier from Ms. Marinoni he quoted from the State Law regarding the functions of the Board of Adjustments and not the Planning Commission regarding the appeal of variances. Variances from the Board of Adjustments had to be appealed to the Circuit Court. Under another statute they were given the authority to change their ordinances.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

NEW BUSINESS

ZONING DISTRICTS: An ordinance amending Chapter 160, Zoning Districts, and Chapter 161, Zoning Regulations, of the Unified Development Ordinance to include additional multi-family zoning districts, RMF-6, RMF-12, and RMF-18.

Mr. Williams read the ordinance for the first time.

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

Mr. Williams read the ordinance for the second time.

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

Mr. Williams stated the Council did pass this ordinance several months ago, but the ordinance did not have the proper definitions. They had to go back and put the proper definitions in.

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

ORDINANCE 4325 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SKATE PARK: A resolution authorizing the Parks and Recreation Division to apply for up to $200,000 (50/50 matching funds) in grant money for the development of a skate park.

Mr. Eric Schuldt, Parks and Recreation, stated the Skate Park idea had been brought up years ago. The Parks and Recreation had been working on it for two and a half years. It was originally in the CIP for 2000. They had $75,000 allocated to start that project. Staff knew at that time they would need more funds at a future date. Until they got to the community involvement process and a consultant hired they did not know the direction to go. There were many different ways to build a park. They could build a wood, steel or concrete park. They had formed a subcommitee. The subcommittee recommended a concrete park. It was traditionally what was being built. It was the

best thing for the skater and maintenance. It was the more expensive route, but it was a first class facility. They went through a process that was community driven. There had been three public meetings. Approximately forty skaters had attended each of the meetings. The Parks and Recreation Advisory Committee had approved the design on January 8, 2001 and allocated $150,000 more to the project. As of right now, they had $187,000 for construction. They had some contingency built in to pay their architects. The grant they were asking to apply for was an Outdoor Recreation grant. They were asking to pay for $200,000. It was a 50/50 match. They basically had their match. If they were awarded the grant, then they could go with what the skaters had designed. They had tried to involve the skater as much as possible.

In response to questions from Alderman Davis, Mr. Schuldt stated the grant deadline was August 31, 2001. They would find out at the end of December if they were awarded the grant. The Parks and Recreation Advisory Committee had approved the design. The Planning Commission had approved the large scale development on June 14, 2001.

In response to questions from Alderman Jordan, Mr. Schuldt stated their consultants had designed approximately thirty parks that were currently built. They had estimated twenty to twenty-five dollars a square foot on a concrete park. If the city's was 15,000 square feet. The bottom line was $308,000. This grant would allow them to get a walkway all the way around the park and a plaza at the front, then they would be talking about $370,000. They originally had $75,000 allocated.

Alderman Thiel stated there was a lot of young adults and college students that participated in the sport. There was a demand for a better park that would last. They were spending more money up front, but it was going to last for a long time. The wood frame park would not last for very long. She stated she felt the project was wonderful and was in full support.

Alderman Santos moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 97-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TCA CABLE: A resolution authorizing TCA Cable partners to continue to operate the cable communications system.

Mr. Williams stated they had extended the franchise agreement with TCA Cable several times. They needed to extend it again. It was basically extending everything as is. They did not have any problems continuing as they continued their negotiations for the final franchise agreement.

Alderman Young asked what the hold up on the franchise had been.

Mr. Williams replied the biggest problem they were having was the I-net issue. He had asked Bob

Zimmerman and Craig Brown from the University to assist in the negotiation. He had been able to get from Cox a map of their cells and node connections. He had noticed an ad from Cox which raised the basic rate by seventy-six percent. The city had not received official notification. The biggest hold up was the I-net. He thought that they were moving closer at this point in time. Yesterday, the professors had brought in their comments. He hoped this would be the last time they would have to extend this agreement. He added this was a very long term agreement, it was important to get the best agreement that they could. They wanted to ensure that the citizens would have good cable services.

Alderman Zurcher stated he would not support a franchise agreement that raised the rate on the bottom tear by seventy-six percent.

Mr. Williams replied the franchise agreement did not set rates. Rates were set by the company, however, the city could challenge them.

Alderman Zurcher stated the second thing was, any franchise agreement that proposed to put their Community Access or Educational or Government channel that they were so high on the dial that they were not included in the lowest tear or where they could not be easily found by people watching cable television.

Mr. Williams replied they could not remove them from the lowest level of service. Their rights were limited under federal law to designate the stations. Mr. Grogan could explain in more detail.

Mayor Coody stated they had not received their notification on the rate increase. Could there be a chance it was lost in the mail.

Mr. Williams stated the ball was in their court if they wanted to raise the rates they would have to notify the city.

Mayor Coody suggested checking with other cities to see if they had received their notification.

Mr. Williams stated they were currently building their system. The other cities had been finished. He did not think they could raise the rates until they could offer the new services.

Alderman Santos moved to pass the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 98-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MEETING ADJOURNED AT 8:30 P.M.

STAFF REVIEW FORM

X ____ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Rainy Laycox	Business Office	Admin. Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act (ACT 1053 of 1991 and ACT 903 of 1993).

COST TO CITY:

$N/A-Pass through fee

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: N/A Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Marsha Farthing	6/22/01	Nancy Smith	6/22/01
Accounting Manager	Date	Internal Auditor	Date
D. J. Whitt	6/22/01		
City Attorney	Date	ADA Coordinator	Date
P Vice	6/25/01		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION:

	6-22-01	
Division Head	Date	Cross Reference
		New Item: **Yes** **No**
Department Director	Date	
	6-26-01	Prev Ord/Res #: 128-91
Administrative Services Director	Date	
Dan Coody	6/29/01	Orig Contract Date:
Mayor	Date	Orig Contract Number:

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Dan Coody, Mayor

Thru: Ted Webber, Administrative Services Director

From: Stephen Davis, Budget Manager
Rainy Laycox, Business Office Supervisor

Date: June 21, 2001

SUBJECT: Resolution to continue "pass through" fee to water customers for "Federal Safe Drinking Water Act"

Since July 1, 1991 all water customers billed through the City of Fayetteville Utility Billing program have been charged the fee mandated by the Federal Safe Drinking Water Act of 1991. The original fee was 15 cents per month per connection and was increased to 25 cents per month per connection by Act 903 of 1993 passed by the State of Arkansas 79th General Assembly.

City of Fayetteville Resolution No. 128-91, which authorized the "pass through of the safe drinking water fee", was approved by the governing body of the City on July 2, 1991. Although the fee was increased to the 25 cent amount as mandated, it has been brought to our attention by a citizen that a revised resolution has not been adopted.

Because the State revises or amends the Safe Water Drink Act periodically, staff recommends that the new resolution be a continuing authorization for future mandate changes.

H:\BUDGET\PROJECTS\OTHER\federal safe drinking water act.WPD

Harold Daffin

As Engrossed: 3/17/93

ACT 903 1993

State of Arkansas
79th General Assembly
Regular Session, 1993
By: Representative Goodwin

A Bill

HOUSE BILL 2028

For An Act To Be Entitled

"AN ACT TO AMEND ARKANSAS CODE §§ 20-28-104 AND 105 TO AUTHORIZE THE STATE BOARD OF HEALTH TO SET THE ANNUAL FEES FOR PUBLIC WATER SYSTEMS TO NO MORE THAN TWENTY-FIVE CENTS PER SERVICE CONNECTION; AND FOR OTHER PURPOSES."

Subtitle

"TO AMEND ARKANSAS CODE §§ 20-28-104 AND 105 TO AUTHORIZE THE STATE BOARD OF HEALTH TO SET THE ANNUAL FEES FOR PUBLIC WATER SYSTEMS TO NO MORE THAN TWENTY-FIVE CENTS PER SERVICE CONNECTION."

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code §§ 20-28-104 and 105 are amended to read as follows:

"20-28-104. Annual fees - Exceptions.

(a) The Department of Health is authorized to collect the following annual fees from each public water system for service provided, other than plan reviews, by the public water system supervision program:

(1) Community water systems and nontransient noncommunity water systems: not more than twenty-five cents (25c) per service connection per month;

(2) Noncommunity: one hundred dollars ($100);

(3) The minimum fee charged to a community water system or a nontransient noncommunity water system is two hundred dollars ($200) per year;

(4) The number of service connections for non-transient noncommunity water systems shall be calculated by dividing the population served by two and one-half (2.5);

(5) The number of service connections for community public water

1 systems not serving discrete service connections shall be calculated by
2 dividing the population served by two and one-half (2.5).
3 (b) The number of service connections or population served shall be
4 taken from the Department of Health's public water system inventory at the
5 time of billing.
6 (c)(1) New water systems will not be assessed a fee for services until
7 water is supplied to the first connection.
8 (2) All state-owned noncommunity water systems are exempt from the fee
9 provisions of this chapter.
10 (d) The fee shall be established by the State Board of Health to assure
11 implementation of the Public Water System Service Act.
12
13 20-23-105. Payment of fees.
14 (a) All fees payable under this chapter shall be due according to the
15 following schedule and shall be payable to the Department of Health:
16 (1) Annual fees of one thousand dollars ($1,000) and less shall be
17 payable in a single payment due on January 1 of each year;
18 (2) Annual fees greater than one thousand dollars ($1,000) and less
19 than five thousand dollars ($5,000) shall be payable in quarterly payments,
20 with the payments due on October 1, January 1, April 1, and July 1 of each
21 year;
22 (3) Annual fees of five thousand dollars ($5,000) and greater shall be
23 payable in monthly payments with the first payment due on August 1 of each
24 year. Successive payments shall be due on the first day of each month.
25 (b) All water systems issuing regular water bills for water service may
26 recover the cost of the fees stated in §20-28-104 by one (1) of the following
27 methods:
28 (1) Assessing a direct charge on each bill of not more than twenty-five
29 cents (25c) per month per service connection; or
30 (2) Apportioning the total amount of the annual fee charged to the
31 water system among its customers in any manner that the water system
32 determines to be more equitable; provided, however, that no charge in excess
33 of not more than twenty-five cents (25c) per month per service shall be
34 charged for any service through which water is provided to another community
35 public water system.
36 (c) The charge shall be labeled "FEE FOR FEDERAL SAFE DRINKING WATER

ACT COMPLIANCE" and shall not be considered as a part of the water rates of the respective water systems. The fee shall be established by the State Board of Health to assure implementation of the Public Water System Service Act."

SECTION 2. All provisions of this act of a general and permanent nature are amendatory to the Arkansas Code of 1987 Annotated and the Arkansas Code Revision Commission shall incorporate the same in the Code.

SECTION 3. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

SECTION 4. All laws and parts of laws in conflict with this act are hereby repealed.

SECTION 5. Emergency. It is hereby found and determined by the Seventy-Ninth General Assembly that this act provides for the collection of certain fees based on the state's fiscal year; that for the proper administration of this act, it should become effective on the first day of the next fiscal year; that the beginning of the next fiscal year is July 1, 1993; and that if this emergency clause is not adopted the effective date of this act may be after July 1, 1993. Therefore, an emergency is hereby declared to exist and this act being necessary for the immediate preservation of the public peace, health and safety shall be in full force and effect from and after July 1, 1993.

/s/Rep. Goodwin

APPROVED GOVERNOR 4/6/93

9.03

As Engrossed: 1/29/91, 2/11/91, 2/15/91, 3/27/91

ACT 1053 1991

A Bill

SENATE BILL 226

State of Arkansas
78th General Assembly
Regular Session, 1991
By: Senator Moore

For An Act To Be Entitled

"AN ACT TO AMEND THE PUBLIC WATER SYSTEM SERVICE ACT; AND FOR OTHER PURPOSES."

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Title 20, Chapter 28 of the Arkansas Code of 1987 Annotated is hereby amended to read as follows:

"20-28-101 Title. This chapter shall be known as the 'Public Water System Service Act.'

20-28-102. Definitions. As used in this chapter, unless the context otherwise requires:

(1) 'Public water system' means all sources and their surroundings from which water is derived for drinking or domestic purposes by the public, including sources for bottled water, and all structures, conduits, and appurtenances in connection therewith by which water for such use is obtained, treated, conditioned, stored, and delivered to customers;

(2) 'Community public water system' means a public water system which serves at least fifteen (15) service connections used by year-round residents or which regularly serves at least twenty-five (25) year-round residents;

(3) 'Noncommunity public water system' means a public water system, not a community public water system, which serves fifteen (15) connections or twenty-five (25) persons at least sixty (60) days during the year;

(4) 'Service connection' means any connection to a community or *non-transient noncommunity* public water system which delivers treated water to a residence, business, office, industry, or other customer for

vjf188

1 domestic, commercial or industrial use;
2 (5) 'Public water system supervision program' means the program
3 administered by the Department of Health, Division of Engineering, which
4 includes the monitoring and supervision of all community public water
5 systems. Activities under this program include, but are not limited to,
6 conducting sanitary surveys, collecting and analysing water samples and
7 interpreting the results, training water system operators, investigating
8 water and waste water complaints, and reviewing applications,
9 engineering reports, and construction plans for water and waste water
10 facilities;
11 (6) 'Non-transient noncommunity water system' means a
12 noncommunity water system which serves at least twenty-five (25) of the
13 same individuals at least one hundred eighty (180) days, or portions
14 thereof, per year, or a Public Water System which is utilized as a source
15 for bottled water.
16
17 20-28-103. Penalties-Enforcement. (a) The owner or agent of any
18 water system violating any provisions of this chapter shall,upon
19 conviction, be guilty of a misdemeanor. Each day in violation shall
20 constitute a separate offense, subject to a fine of not less than fifty
21 dollars ($50.00) nor more than five hundred dollars ($500).
22 (b) Additionally, any water system violating any provision of this
23 chapter shall be subject to civil penalties up to one thousand dollars
24 ($1000) per day for each day during which the violation occurs.
25 (c) The Attorney General or his designee shall assist the
26 Department in prosecuting water systems not in compliance with this
27 chapter.
28
29 20-28-104. Annual fees-Exceptions. (a) The Department of Health
30 is authorized to collect the following annual fees from each public water
31 system for service provided, other than plan reviews, by the public water
32 system supervision program:
33 (1) Community water systems and non-transient noncommunity
34 water systems: *fifteen cents ($0.15)* per service connection per month.
35 (2) Noncommunity: $100.00.
36 (3) The minimum fee charged to a community water system or a

vjf188

1 non-transient noncommunity water system is $200 per year.
2 (4) The number of service connections for non-transient
3 noncommunity water systems shall be calculated by dividing the
4 population served by 2.5.
5 (5) The number of service connections for community public
6 water systems not serving discrete service connections shall be
7 calculated by dividing the population served by 2.5.
8 (b) The number of service connections or population served shall
9 be taken from the Department of Health's public water system inventory at
10 the time of billing.
11 (c)(1) New water systems will not be assessed a fee for services
12 until water is supplied to the first connection.
13 (2) All state-owned noncommunity water systems are exempt
14 from the fee provisions of this chapter.
15 *(d) The fees prescribed by this section shall cease to be*
16 *collected on and after July 1, 1993.*
17
18 20-28-105. Payment of Fees.
19 (a) All fees payable under this chapter shall be due according to
20 the following schedule and shall be payable to the Department of Health:
21 (1) Annual fees of one thousand dollars ($1000) and less
22 shall be payable in a single payment due on January 1 of each year;
23 (2) Annual fees greater than one thousand dollars ($1000)
24 and less than five thousand dollars ($5000) shall be payable in quarterly
25 payments, with the payments due on October 1, January 1, April 1, and
26 July 1 of each year;
27 (3) Annual fees of five thousand dollars ($5000) and greater
28 shall be payable in monthly payments with the first payment due on August
29 1 of each year. Successive payments shall be due on the first day of
30 each month.
31 *(b) All water systems issuing regular water bills for water*
32 *service may recover the cost of the fees stated in Section 20-28-104 by*
33 *one of the following methods:*
34 *(1) Assessing a direct charge on each bill of fifteen cents*
35 *($0.15) per month per service connection; or*
36 *(2) Apportioning the total amount of the annual fee charged to*

1 *the water system among its customers in any manner that the water system*
2 *determines to be more equitable; provided, however, that no charge in*
3 *excess of fifteen cents ($0.15) per month per service shall be charged*
4 *for any service through which water is provided to another community*
5 *public water system.*
6 *(c) The charge shall be labeled "FEE FOR FEDERAL SAFE DRINKING*
7 *WATER ACT COMPLIANCE" and shall not be considered as a part of the water*
8 *rates of the respective water systems. The fees prescribed by this*
9 *section shall cease to be collected on and after July 1, 1993.*
10 20-28-106. Disposition of funds. (a) All fees, fines, and
11 penalties collected under this chapter are declared special revenues and
12 shall be deposited in the State Treasury to the credit of the Public
13 Health Fund, and such monies shall be expended only as specified below
14 for the operation of the Public Water System Supervision Program.
15 (b) Subject to such rules and regulations as may be implemented by
16 the Chief Fiscal Officer of the State, the disbursing officer for the
17 Department of Health is authorized to transfer all unexpended funds
18 relative to the Public Water System Supervision Program that pertain to
19 fees collected, as certified by the Chief Fiscal Officer of the State, to
20 be carried forward and made available for expenditures for the same
21 purpose for any following fiscal year.
22 (c) Expenditures of funds collected under this section shall be
23 limited to the following purposes:
24 (1) In the Division of Engineering, Arkansas Department of
25 Health:
26 (A) Personnel expenditures for staff engaged in public
27 water system supervision program activities;
28 (B) Expenditures for capital equipment, including
29 vehicles, for public water system supervision program activities;
30 (C) Maintenance and operation expenditures for staff
31 engaged in public water system supervision program activities;
32 (D) Expenditures for official business travel for staff
33 engaged in public water system supervision program activities;
34 (E) Expenditures for training and conferences for staff
35 engaged in public water system supervision program activities;
36 (F) Expenditures for public education activities in

vj/188

1 support of the public water system supervision program and the drinking
2 water industry;
3 (G) Expenditures for water system operator training
4 activities;
5 (H) Expenditures in support of a statewide wellhead
6 protection program;
7 (I) Expenditures for consultants and professional
8 services in support of public water system supervision program
9 activities;
10 (J) Expenditures for any other activities, directly
11 related to the public water system supervision program;
12 (2) In the Division of Public Health Laboratories of the
13 Arkansas Department of Health:
14 (A) Personnel expenditures for staff engaged in
15 drinking water analyses;
16 (B) Expenditures for capital equipment for drinking
17 water analytical services;
18 (C) Maintenance and operation expenditures for staff
19 engaged in drinking water analytical services;
20 (D) Expenditures for official business travel for staff
21 engaged in drinking water analytical services;
22 (E) Expenditures for training and conferences for staff
23 engaged in drinking water analytical services."
24
25 SECTION 2. All provisions of this act of a general and permanent
26 nature are amendatory to the Arkansas Code of 1987 Annotated and the
27 Arkansas Code Revision Commission shall incorporate the same in the
28 Code.
29
30 SECTION 3. If any provision of this act or the application thereof
31 to any person or circumstance is held invalid, such invalidity shall not
32 affect other provisions or applications of the act which can be given
33 effect without the invalid provision or application, and to this end the
34 provisions of this act are declared to be severable.
35
36 SECTION 4. All laws and parts of laws in conflict with this act

vj188

are hereby repealed.

SECTION 5. Emergency. It is hereby found and determined by the Seventy-Eighth General Assembly that this act provides for the collection of certain fees based on the state's fiscal year; that for the proper administration of this act, it should become effective on the first day of the next fiscal year; that the beginning of the next fiscal year is July 1, 1991; and that if this emergency clause is not adopted the effective date of this act may be after July 1, 1991. Therefore, an emergency is hereby declared to exist and this act being necessary for the immediate preservation of the public peace, health and safety shall be in full force and effect from and after July 1, 1991.

/s/Moore

APPROVED 4-9-91 GOVERNOR

SUMMARY OF ACT 1053 OF 1991

THE PUBLIC WATER SYSTEM SERVICE FEE ACT

Governor Bill Clinton signed Senate Bill 226 on April 11, 1991, thereby creating Act 1053 of 1991. This Act amends Act 95 of 1987, which allowed the Department of Health to charge public water systems a fee to help offset the cost of services provided by the Department of Health in operating the Public Water System Supervision Program in the Division of Engineering.

AMOUNT OF ANNUAL FEE

Under Act 1053 of 1991, each community public water system will be charged an annual fee, to be calculated on the basis of $0.15 per month per active service connection. The number of service connections is taken from the Division of Engineering's computer inventory at the time of billing.

The new fee covers the period from July 1 to June 30 of each year. The old fee covered the period from January 1 to December 31 of each year. Because of the overlap created this year by this change, each water system will be given credit on its July, 1991 bill for one-half of the fees paid under the January, 1991 fee bill.

A minimum fee of $200 has been set for community public water systems by Act 1053 of 1991. If your system has fewer than 111 active services, your system will be billed for the minimum fee of $200.

The Division of Engineering shows the following number of active services for your water system. (If your water system does not have individual services, the number of services was calculated by dividing the total population served by 2.5 persons per service connection, as provided in Act 1053 of 1991.)

If this number is incorrect, please send the Division of Engineering a notarized statement indicating the number of active services during your most recent billing period. Any corrections to our computer inventory must be submitted by May 6, 1991.

PAYMENT INSTRUCTIONS

If your annual fee (number of services X 12 months X $0.15) is greater than $5000, you are required to make monthly payments, each of one-twelfth of the total annual fee, with the first monthly payment being due on August 1, 1991.

If your annual fee is greater than $1000, but less than $5000, you are required to make quarterly payments, each of one-fourth of the total annual fee, with the first quarterly payment being due on October 1, 1991.

If your annual fee is $1000 or less, you are required to make a single payment, with the payment being due on January 1, 1992.

The Department will attempt to send the initial bill to all community public water systems by June 1, 1991. If our resources and data processing system allow

METHODS OF GENERATING FUNDS TO PAY FEE

The effective date of Act 1053 of 1991 is July 1, 1991. Under the terms of the Act, your water system has a number of options for generating the funds to pay the fee. They are:

1) You may, on each bill for water service issued after July 1, 1991, include on the bill a line item charge of $0.15 per month, identified as "FEE FOR FEDERAL SAFE DRINKING WATER ACT COMPLIANCE". No action is required by your rate making body to utilize this option.

2) You may, on each bill for water service issued after July 1, 1991, include on the bill a line item charge identified as "FEE FOR FEDERAL SAFE DRINKING WATER ACT COMPLIANCE", with the amount of the fee being based on the amount of water used, the size of the customer's meter, or some other criteria selected by your system.

   If this option is chosen, the line item fees placed on the bill must be prorated among the total number of customers so that the total funds collected each year is equal to the annual fee charged by the Department of Health. If the total funds collected from the line item fees do not exceed the annual fee, no action is required of your rate making body. If the total funds collected from the line item fees exceed the annual fee, you must have authority from your rate making body to collect that portion which exceeds the annual Department of Health fee.

3) You may, after appropriate action by your rate making body, raise your rates to include the $0.15 per customer per month in the base rates charged by your system. No line item charge or fee identification is necessary if this option is chosen.

4) You may pay the annual fee out of your general operating budget, without making any changes in your rates and without charging any line item charge on the bill.

Please note that under the terms of the Act, no fee in excess of $0.15 per month can be charged for any service through which water is provided to another public water system. In other words, you may not pass any portion of your system's fee on to another water system buying water from your system that is more than $0.15 per month.

If you have any questions about the new fee law, please call the Division of Engineering at (301) 661-2623. We will be happy to answer your questions.

MICROFILMED

RESOLUTION NO. 128-91

A RESOLUTION AUTHORIZING THE "PASS THROUGH" FEE OF 15 CENTS PER MONTH TO WATER CUSTOMERS TO COMPLY WITH THE FEDERAL SAFE DRINKING WATER ACT (ACT 1053) EFFECTIVE JULY 1, 1991.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the Board of Directors hereby authorize the "pass through" fee of 15¢ per month to water customers to comply with the Federal Safe Drinking Water Act, Act 1053 effective July 1, 1991. A copy of the Act 1053 is attached hereto and made a part hereof.

PASSED AND APPROVED this 2nd day of July, 1991.

APPROVED:

By: Fred A. Veneman
Mayor

ATTEST:

By: Sherry L. Thomas
City Clerk

OK

Pass Through Fee
A. 2. Page 16

FAYETTEVILLE

CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, AR 72701

Account Number:	**011060920-12**
Current Bill Payment Due Date:	**7/12/01**
Total Amount Due:	**31.32**
Gross Amount Due After Due Date:	**BANK DRAFTED**

BANK DRAFTED
Do Not Pay

☐ CHECK HERE FOR CHANGE OF MAILING ADDRESS AND MAKE CHANGES BELOW
PLEASE CALL FOR SERVICE ADDRESS CHANGES

Amount Enclosed: $

Do not send cash. Please write your account number on your check or money order and make payable to the City of Fayetteville. Remit payments to address above.

Please detach and return upper portion with payment.

Account Number	Service Address	Account Name

Service From	Service To	Number of Days	Meter Number
5/10/01	6/13/01	34	28242922

*** Bank Drafted - Do Not Pay ***

MAILED 6/22/01

Water Usage

Current Reading	649400
Previous Reading	647400
Consumption Gallons	**2000**

Please Remit To:

CITY OF FAYETTEVILLE
113 WEST MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701

PREVIOUS BILLING CYCLE

Balance Forward	0.00

CURRENT BILLING CYCLE

Water	8.88
Water Tax	.41
Sewer	12.78
Solid Waste	9.25

For Billing Inquiries, please contact our Business Office at (501) 521-1258, Monday through Friday, 8:00 am - 5:00 pm.

BALANCE BANK DRAFTED AUTOMATICALLY **$31.32**

THIS IS NOT A BILL. BALANCE AUTOMATICALLY PAID BY BANK TRANSFER.

CITY UTILITY BILLS CAN BE PAID PRIOR TO THE DUE DATE AT ANY FAYETTEVILLE BRANCH OF MCILROY BANK OR BANK OF FAYETTEVILLE. THE BUSINESS OFFICE IS NOW OPEN FROM 7:30 A.M. UNTIL 5 P.M.

* INCLUDED IN THE WATER CHARGE ABOVE IS THE FEE FOR FEDERAL SAFE DRINKING WATER ACT COMPLIANCE. THE FEE AMOUNT IS 0.25

06/21/01

Annual Review of Connections For Public Water System Service Fee Act Annual Billing

Public Water System Manager:

In June, each public drinking water system receives a letter from the Division of Engineering asking for a review and update of the number of service connections. This review is in accordance with Act 95 of 1997 – the Public Water System Service Fee Act. The funds obtained from this fee are used solely to help offset the cost of the public water system supervision program, including laboratory support. This year's bills will be mailed out around the 3rd week in July and fees to be paid are for State Fiscal Year 2002 (July 1st, 2001 – June 30th, 2002).

Again this year, we would like for all systems to review additional information contained in the State Drinking Water Program databases. This review gives you the opportunity to correct addresses, names of contact persons or owners, and to review the number of system connections as shown on the state's records. **Since the annual fee assessment is based on the number of total connections, it is important that you check the number shown to make sure your system is being correctly assessed**. This number should reflect the number of active connections through which water is provided and used for potable purposes. It should not include dry taps (even where a meter exists) if no water is being served through the tap. Also, do not include fire sprinkler connections or commercial or residential lawn sprinkler connections when they are solely for that purpose.

Attached, please find your annual fee assessment inventory form. If there are no changes to your inventory data, you do not have to return the form. If you do have changes, please fill in the form and either mail, fax or email to the corresponding address at the bottom of the form. All information needs to be returned by close of business on July 12th, 2001.

If you have any questions, please contact Karen Howard, Information Systems Planner, by phone at 501-661-2623 or by email address khoward@HealthyArkansas.com. For more information about Drinking Water issues or the State Drinking Water Program, please visit our web site www.HealthyArkansas.com/Eng.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: July 5, 2001

To: Mayor Dan Coody
City Council

From: Hugh Earnest
Urban Development Director

Subject: Sage House

Background

The City of Fayetteville's 2001 Consolidated Action Plan covering the expenditure of $665,000 was submitted to HUD in November 2000. The City Council accepted the block grant by resolution in April of this year. By way of explanation, the Action Plan submitted last November listed in some detail the individual projects proposed for completion during this year. A list of the projects and programs is attached.

Current Status

The council is being asked to affirm a contract in the amount of $162,500 between the City and Miller, Boskus and Lack architects for work associated with the design of a 20,000 sq. ft. transitional housing unit for Sage House. The Sage House clients are abused spouses who are in need of transitional housing after leaving shelters. The service serves as an intermediate step for those needing additional housing prior to full re-integration into the community. It should be noted that this is the second year that this institution has received Block Grant funds and therefore the contract amount reflects an earlier appropriation of $72,500 in FY2000 coupled with this years $87,000.

Recommendation

The Staff recommends approval of the Resolution.

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

COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT PROGRAM LIST

South Fayetteville Community Development Corp.	$80,000
Quality Life Associates	$100,000
Sage House	$87,500
Project for Victims of Family Violence	$87,500
Sources for Community Independent Living Services	$32,000
Fayetteville Boys and Girls Club	$16,600
Life Styles	$11,000
Administration	$119,162
Housing	$80,838
Public Service	$50,400
Taxi	
Yvonne Richardson Center	
	$665,000

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of 7/17

FROM:

Yolanda Fields	Community Development	Urban Development
Name	Division	Department

ACTION REQUIRED:
Approval of the attached contract between the City of Fayetteville and the Architects(Miller/Boskus/Lack.

COST TO CITY:

$162,500.00	$162,500.00	Sage House Inc.
Cost of this Request	Category/Project Budget	Category/Project Name
2180-4990-5390-30	$-0-	Capital Projects
Account Number	Funds Used To Date	Program Name
00003-1	$162,500.00	Comm. Dev.
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 see comments	Date	Internal Auditor	6/29/01 Date
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	6-28-01 Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of the attached contract.

Division Head	6-25-01 Date	Cross Reference
Department Director	7-6-01 Date	New Item: **No**
Administrative Services Director	Date	Prev Ord/Res #: **89-01**
Mayor	Date	Orig Contract Date: **June 19, 2001**

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Yolanda Fields, Community Development Coordinator

FROM: Don Hancock, Housing Rehabilitation Specialist

DATE: June 26, 2001

SUBJECT: Contract

Recommend approval of the attached contract between the City of Fayetteville and Miller/Boskus/Lack Architects, for the purpose of Designing a 20,000 square foot Transitional Housing Unit for single parents that are low to moderate income. Attached is a copy of the Resolution and the Sub-recipient Grant Agreement between the City of Fayetteville and Sage House Incorporated. The funds shall be paid directly to the architect by the Community Development Division.

1997 Edition - Electronic Format

AIA Document B141 - 1997

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

LE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

AGREEMENT made as of the Twenty-third day of May in the year Two Thousand and One
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

and the Architect:
(Name, address and other information)
Miller Boskus Lack Architects
5400 Greathouse Springs Road
Springdale, AR 72762

For the following Project:
(Include detailed description of Project)
Sage House, A transitional housing facility for single parents.
Approximately 20,000 square feet.

The Owner and Architect agree as follows.

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STANDARD FORM AGREEMENT

The American Institute of Architects
1735 New York Avenue N.W.
Washington, D.C. 20006-5292

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

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1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)
The proposed use of Sage House is to provide a transitional housing facility for single parent households for the city of Fayetteville.

1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)
The size of the lot is approximately 2.715 acres off Deane Solomon road in Fayetteville, Arkansas

1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)
As mutually agreed.

1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)
To be determined.

1.1.2.5 The financial parameters are as follows.

- **.1** Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
- **.2** Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: $2,000,000

1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)
As mutually agreed.

1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)
Competitive bid.

1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)
None.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)
Hope Bradberry
C/o Sage House
614 East Emma Suite 401
Springdale, AR 72764

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)
Board of Directors, Sage House
Don Hancock, Project Manager & Housing Specialist, The City of Fayetteville

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)
None.

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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The American Institute of Architects
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or Roger B kus
Miller Boskus Lack Architects
5400 Greathouse Springs Road
Springdale, AR 72762

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)
Tatum Structural Engineers, Mechanical, Electrical & Plumbing Engineers

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

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1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect,

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Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

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1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

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1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

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1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

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1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- **.1** transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- **.2** fees paid for securing approval of authorities having jurisdiction over the Project;
- **.3** reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- **.4** expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- **.5** renderings, models and mock-ups requested by the Owner;
- **.6** expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- **.7** reimbursable expenses as designated in Paragraph 1.5.5;
- **.8** other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

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1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)
See attached Exhibit "B".

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:
See attached Exhibit "A".

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

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1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one point zero (1.0) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one point one (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable fifteen (15) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. 0% No interest will be charged.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

ROGER A BOSKUS, F - SECRETARY
(Printed name and title)

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1997 Edition - Electronic Format

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Standard Form of Architect's Services: Design and Contract Administration

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TABLE OF ARTICLES

2.1 PROJECT ADMINISTRATION SERVICES

2.2 SUPPORTING SERVICES

2.3 EVALUATION AND PLANNING SERVICES

2.4 DESIGN SERVICES

2.5 CONSTRUCTION PROCUREMENT SERVICES

2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

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2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

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2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The

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modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic

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modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

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2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor

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through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract

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Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final

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payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to twenty (20) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to three (3) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description
.1 Programming	A/O	

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.2	Land Survey Services	O
.3	Geotechnical Services	O
.4	Space Schematics/Flow Diagrams	A
.5	Existing Facilities Surveys	N.P.
.6	Economic Feasibility Studies	N.P.
.7	Site Analysis and Selection	O
.8	Environmental Studies and Reports	O
.9	Owner-Supplied Data Coordination	O
.10	Schedule Development and Monitoring	A
.11	Civil Design	O
.12	Landscape Design	O
.13	Interior Design	O
.14	Special Bidding or Negotiation	N.P.
.15	Value Analysis	N.P.
.16	Detailed Cost Estimating	N.P.
.17	On-Site Project Representation	N.P.
.18	Construction Management	N.P.
.19	Start-up Assistance	N.P.
.20	Record Drawings	A/G.C.
.21	Post-Contract Evaluation	N.P.
.22	Tenant-Related Services	N.P.
.23		
.24		
.25		

Description of Services.
(Insert descriptions of the services designated.)

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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Roger A Bosius, A - Secretary
(Printed name and title)

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Miller Boskus Lack Architects, P.A.

Exhibit "A"

Compensation shall be eight and three fourths percent (8.75%) of the cost of the work, as defined in Paragraph 1.3.1. Progress payments shall be allocated to services as follows:

2.4	Design Services	
	Schematic Design	15%
	Design Development	20%
	Construction Documents	40%
2.5	Construction Procurement Services	5%
2.6	Contract Administration Services	20%
	Total Compensation One Hundred Percent	100%

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the chart set forth in this Paragraph 1.5.1 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of the Cost of the Work or detailed estimate of the Cost of the Work for such portions of the project.

Article 2.1, 2.2, 2.3, & 2.7 if required will be billed on an hourly basis.

Should the Owner desire Interior Design Services compensation will be based on the hourly rates shown below.

Hourly Rates

Principal	$85.00
Interior Designer	$75.00
Project Manager	$75.00
Project Designer	$65.00
Draftsperson	$55.00
Administrative	$35.00

Miller Boskus Lack Architects, P.A.

Exhibit "B"

Compensation at this time shall be through the completion of the Construction Documents phase. Based on current Community Development funding, billing for fees and reimbursable expenses shall not exceed one hundred sixty-two thousand five hundred dollars ($162,500.00). Once future funding allocations have been met, the remaining services shall commence.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: July 5, 2001

To: Mayor Dan Coody
City Council

From: Hugh Earnest
Urban Development Director

Subject: Quality of Life Associates

Background

The City of Fayetteville's 2001 Consolidated Action Plan covering the expenditure of $665,000 was submitted to HUD in November 2000. The City Council accepted the block grant by resolution in April of this year. By way of explanation, the Action Plan submitted last November listed in some detail the individual projects proposed for completion during this year. A list of those projects was included with the Sage House memo.

Current Status

The council is being asked to approve a sub-recipient grant agreement with the Quality of Life Associates Board in the amount of $100,000. The monies are to be used in the design and construction of a facility to house the clients served by this organization. The services provided by this organization involve retraining individuals who have incurred traumatic brain injuries.

Recommendation

The Staff recommends approval of the Resolution.

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

STAFF REVIEW FORM

X AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of 7-17-01

FROM:

Yolanda Fields	Community Development	Urban Development
Name	Division	Department

ACTION REQUIRED: Approval of this sub-recipient grant agreement with Quality Of Life Associates Incorporated.

COST TO CITY:

$100,000.00	$100,000.00	Quaility Of Life
Cost of this Request	Category/Project Budget	Category/Project Name
2180-4990-5390-36	$-0-	Capital Projects
Account Number	Funds Used To Date	Program Name
01002	$100,000.00	Comm. Dev.
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Marsha Tarkington	6/15/01	Nancy Smith	6/15/01
Accounting Manager	Date	Internal Auditor	Date
(see over)	6/15/01		
City Attorney	Date	ADA Coordinator	Date
	6/15/01		
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of the sub-recipient grant agreement and the release of funds.

	6-14-01	
Division Head	Date	Cross Reference
	6-27-01	New Item: **No**
Department Director	Date	
	6/27/01	Prev Ord/Res #: **55-01**
Administrative Services Director	Date	
	6/27/01	Orig Contract Date: **April 17, 2001**
Mayor	Date	

Quality of Life Assoc
A. 4. Page 5

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	
Date:	June 18, 2001
P.O. Number:	
Expected Delivery Date:	July 5, 2001

#: 10252	Vendor Name: Musso & Associates, Architects		Mail: Yes____ No__XX_
6308 Patton Street		FOB Point: Fayetteville	Taxable:
New Orleans	State: LA	Zip: 70118	Ship To Code: 190
Requester: Don Hancock		*Requester's Employee#: 1117	Extension: 270

Division Head Approval:

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Architectural Services	1	JO	$100,000.00	$100,000.00	2180-4990-5390-36	01002		
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
	SHIPPING/HANDLING								

Special Instructions:
Architect was selected by a selection commitee on May 16, 01

Subtotal: $100,000.00

Tax:

TOTAL: $100,000.00

Approvals:
(Purchasing office use only)

Mayor:_____ Department Director:_____ Purchasing Manager:_____

Admin. Services Director:_____ Budget Coordinator:_____ Data Processing Mgr:_____

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Yolanda Fields, Community Development Coordinator

FROM: Don Hancock, Housing Rehabilitation Specialist

DATE: May 31, 2001

SUBJECT: Sub-recipient Grant Agreement

Recommend approval of the Sub-recipient Grant Agreement between the City of Fayetteville and Quality of Life Associates Incorporated, for the purpose of: Having a Transitional Housing Unit and Support Facilities designed by an architect.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUB-RECIPIENT GRANT AGREEMENT

This Agreement, is entered into on this _____ day _____, **2001**, between the City of Fayetteville, Arkansas, hereinafter known as the "City", and **Quality of Life Associates Incorporated (QLA)** hereinafter known as **"QLA"** an Arkansas non-profit corporation.

WHEREAS the City has received funding from the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds from the CDBG Entitlement Cities program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda, and other authority thereunder collectively, the "Act", and administered by the City;

WHEREAS the Act contains certain requirements regarding the use of CDBG funds to fulfill a "national objective" as defined in the Act; the national objective to be fulfilled by **QLA** is: **benefitting low to moderate income persons with physical and cognitive disabilities.**

WHEREAS the Act prohibits discrimination under any program or activity funded with CDBG monies on the basis of race, color, national origin, sex, age or handicap;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and **QLA** agrees as follows;

1. The City hereby designates **QLA** and **QLA** hereby agrees to serve as the sub-recipient of the City's CDBG Entitlement Grant and to administer such grant in accordance with this agreement, and the Act.

2. **QLA** certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective.

3. Upon execution of this agreement, the City agrees to allocate **One Hundred Thousand Dollars ($100,000.00) from the 2001 CDBG** to **QLA** but **to be paid directly to Musso & Associates, Architects** for **architectural services.**

4. This Agreement shall begin **on the first day written above.**

5. Statement of work: **The architect shall;**

(a) **Develop a planning and design program which will include a listing of all required spaces, areas, and facilities. In addition, criteria will be established for each space with respect to area, volume, furnishings, lighting and comfort conditions. Prepare drawings that indicate functional relationships and proper adjacency relationships.**

(b) **Provide a written statement outlining the operational and financial aspects of the project.**

(c) **Prepare a schematic design based on the program criteria and QLA's general objectives and financial considerations.**

(d) **Provide a set of drawings that finalize the general expectations of the project. The drawings will be more detailed and will identify all of the design concepts including the complete scope of the project and work, coordination of the requirements of all trades involved, and a review of the specific materials being considered.**

(e) **Provide initial engineering data and preliminary specifications.**

6. Other requirements: **The architect shall furnish to QLA and the City a copy of all drawings, plans, invoices and documentation in regards to this Agreement.**

7. Scope of Services, **QLA** agrees to: **Have a Transitional Housing and Support Facilities designed by Musso & Associates, Architects.**

(a) Describe the project particulars: **The architect shall provide**

i. **Development of a planning and design program which will include a listing of all required spaces, areas and facilities.**

ii. **A written statement outlining the operational and financial aspects of the project.**

iii. **Prepare a Schematic Design based on the program criteria.**

iv. **Design Development phase shall provide a set of drawings that finalize the general expectations of the project.**

(b) Describe other responsibilities directly or indirectly related to the project. **At the completion of each portion of the project the architect shall submit an original invoice to the Community Development Division and a copy to QLA.**

(c) To make available all records for review by the City, and HUD personnel as requested.

(d) To furnish to the City: **A summary report on the progress of the project and their budget and fund raisers on a quarterly basis.**

(e) To comply with all applicable federal, state, and local laws and regulations pertaining to the performance of the CDBG grant, including but not limited to;

* Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Implementing regulations in 24 CFR Part 1, Together with section 109 of the Act (see 560.602), prohibit discrimination in any program or activity Funded in whole or in part with funds made available under this part.
* 24 CFR Part 570.502 Grant Administration.
* 24 CFR Part 570.607 Employment & Contracting Opportunities for low income persons.
* 24 CFR 570.611 Conflict of Interest
* 24 CFR 570.614 Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) & Americans With Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

(f) To submit to the City any and all documents demonstrating compliance with all federal, state and local rules and regulations. Such demonstrations shall be provided at the request of the City. The city's failure to request supporting documentation, however, shall not excuse any failure on **QLA's** part to have complied with the applicable federal, state, and local rules and regulations.

(g) That all contracts for services and procurement for materials shall be carried out in compliance with applicable federal, state, and local rules and regulations.

(h) That authorized city, state, and federal officials and representatives will have access to all books, accounts, records, files, and other papers, items or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

8. Records and Reports

(a) **QLA** shall maintain sufficient records of beneficiary data with regard to the number of low-to-moderate income persons benefitting from the project. Such records will include as a minimum the following information;

* Age, gender, and race.
* Monthly/Annual income.
* Size of family.

(b) **QLA agrees to provide a report on a quarterly basis.** The report will contain information relevant to the project.

(c) **QLA** agrees to maintain records and reports related to the project for a period of not less than five years following the term of the Agreement.

9. For the purposes of this Agreement, the Project Coordinator for the City shall be Don Hancock or his successor. The Project Coordinator for **QLA** shall be **Jack Alexander** or his successor. Communications pertaining to this agreement shall be through the respective Project Coordinators for the City and **QLA.**

10. Terms of Performance:

(a) The term of performance for this agreement shall **expire upon the expenditure of the funding allocated for the architect.** If this agreement is terminated or canceled in accordance with the terms, conditions, and procedures of this Agreement, within (30) days after termination of this agreement, **QLA** shall provide and turn over to the City all materials, books, accounts, records, files and other papers, or items pertaining to the project.

(b) The City may consider an extension of the term of performance based on justifiable circumstances beyond the control of **QLA. QLA** shall make application and submit documentation to the City regarding such circumstances, and a proposal for the new time of constitute an amendment to the agreement.

(c) **QLA** shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of **QLA's** performance or nonperformance of the services or subject matter called for in this

11. Budget.

(a) It is expressly agreed and understood that the total amount to be paid to **Musso & Associates, Architects** on behalf of **QLA** shall not exceed **One Hundred Thousand Dollars ($100,000.00).**

(b) **The architect shall** render to **QLA** and **the Community Development Division** a Request for Payment at the end of each phase. **The Community Development Division shall make all checks payable directly to Musso & Associates, Architects.**

12. CDBG Assets.

(a) Upon expiration or termination of this agreement, all CDBG funded assets on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds, shall revert to the City to be disposed of in accordance with applicable federal rules, laws and regulations governing the disposition of property, assets and equipment purchased with federal funds.

13. Uniform Administrative Requirements

(a) **QLA** shall conform to the requirements of OMB Circular No. A-122, Cost Principals for Non-Profit Organizations.

(b) **QLA** shall Conform to the requirements of OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

14. Program Income: **QLA** agrees that any Program Income as defined by the Act generated by the project and pursuant to this agreement shall be administered as required by the Act and may be expended only upon prior notification and approval of the City.

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

City of Fayetteville	
Community Development Division	**Quality Of Life Associates**
Yolanda Fields	**J. D. Alexander**
Community Development Coordinator	**Project Director**
113 W. Mountain St.	**833 N. Jintown Rd.**
Fayetteville, AR 72701	**Mulberry, Arkansas 722947**

16. Conflict of Interest: **QLA** represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with **QLA's** performance or procurement under this Agreement, and that no person having such interest will be appointed or employed by **QLA**.

17. Tax Exempt Status: Attached hereto as Exhibit C by this reference and made part hereof is a copy of correspondence from the Internal Revenue Service dated **July 30, 2000**, confirming the 501(c)(3) tax exempt status of **QLA**.

18. Suspension and Termination

(a) Remedies for noncompliance. In accordance with 24 CFR 85.43 of the Act, if **QLA** materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

* Temporarily withhold cash payments pending correction of the deficiency by **QLA** or more severe enforcement action by the City,
* Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the project, activity, or action not in compliance
* In whole or partly suspend or terminate the current award for **QLA** project,
* Withhold further awards for the project, or take other remedies that may be legally available.

(b) In taking an enforcement action, the City will provide **QLA** an opportunity for appeal, or other administrative proceedings to which **QLA** is entitled under statute or regulation applicable to the action involved.

(c) Costs of the **QLA** resulting from obligations incurred by **QLA** during a suspension or after termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other **QLA** costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

* The costs result from obligations which were properly incurred by **QLA** before the effective date of suspension or termination, are not in Anticipation of it, and, in the case of a termination, are noncancellable, and,
* The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude **QLA** from being subject to "Debarment and Suspension" under E.O. 12549 (see 24 CFR 85.35 of the Act).

(e) The City's failure to enforce any term or condition of this Agreement shall not be construed as acceptance of **QLA's** non-compliance pursuant to this agreement and the City reserves the right to enforce a finding of non-compliance at any later time during the term of this Agreement.

(f) Termination for convenience. Except as provided in 24 CFR 85.43 award may be terminated in whole or in part only as follows:

* By the City with the consent of **QLA** in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
* By **QLA** upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

19. Binding Effect: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs and assigns; provided, however, that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and **QLA** hereby acknowledge receipt of a duly executed copy of this Agreement complete with all Exhibits attached hereto.

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

Quality Of Life Associates, Inc.

J.D. Alexander, Project Director

ATTEST BY:

Renee Baker, Accounting Clerk

City of Fayetteville

Dan Coody, Mayor

ATTEST BY:

Heather Woodruff, City Clerk

STAFF REVIEW FORM

RECEIVED
JUL 05 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

_x_ Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Heather Woodruff	City Clerk	City Clerk
Name	Division	Department

ACTION REQUIRED:

Adopt a Resolution Authorizing Destruction of Records.

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 Manager

Administrative Services Director

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

Marsha Fastling	6/28/01		
Accounting Manager	Date	ADA Coordinator	Date
D. J. Whitaker	6/28/01	Nancy Smith	6/28/01
City Attorney	Date	Internal Auditor	Date
P Vice	6-28-01		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

	7/6/01	
Division Head	Date	Cross Reference
	7/2/01	
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res #:_____
	7/2/01	
Mayor	Date	Orig Contract Date:_____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

FROM: Gina Roberts, Microfilm Clerk

DATE: June 27, 2001

SUBJECT: Destruction of Records

Attached is a listing of records that are ready for destruction. All of the records have been microfilmed, and the original document has been maintained for the required length of time. The microfilm will be maintained as a permanent record.

COUNCIL ACTION REQUESTED: Adopt a resolution authorizing destruction of the records as listed on the attached pages.

Attachment

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

DESTRUCTION RECORDS FOR 2000

ACCOUNTING/AUDIT:

Accounts Payable 1996 Vendor Files (29 boxes)
Accounts Receivable for 1995
Bank Reconciliations 1995
Bank Statements 1995 thru 1996 All Funds
Bank Statements for Deposit Refund 1981 thru 1984
Finance Directors Files Parks thru Revenue Sharing 1970-1985
Finance Directors Files W/S Inventory thru Youth Center

Payroll Clerks Terminated Employee Files 1997
Payroll Registers 1997
Payroll Time Sheets and File Maintenance 1997

BUSINESS OFFICE:

Adjustment Register 1999
Bank Draft Register 1999
Billing Registers January thru December 1999
Cash Receipts Registers January thru December 1999
Final Bills and Deposit Applications Register 1999
Payment Registers January thru December 1999
Pel's 1999 (Updated Meter Reads from PC Listing)
Water Rate Increase Court Files & Mt. Olive Lawsuit 1981-1991

CITY CLERKS FILES:

City Council Meeting Agenda's 1995
Old City Clerk Election and HMR Files 1939 thru 1975

COMMUNITY DEVELOPMENT:

Administration Files 1990 thru 1995
Old CD Files-Bid Files & Proposal for HUD Grant Files and Project Files 1-12-77 thru 4-1-82

FIRE DEPARTMENT:

Uniform Receipts 1997

INSPECTIONS:

Inspection Files Street Catch-up 1995, 1996 and 1997
Misc. Property Sign Information/Richard Wilson's Files 1995-1997

DESTRUCTION RECORDS FOR 2000

INTERNAL AUDITOR:

AIP #11, #17, #18 & #19 Grant Information 1997
Arkansas Outdoor Rec Grant: Lake Fayetteville Information 1994
Contracts #188 thru 467 1989 thru 1994
PFC Collection 1997

MAYORS OFFICE:

City Managers Correspondence 1990 thru 1992
Correspondence Files: Fred Hanna, Phyllis Rice, Alderman, Contracts and Press Releases 1993
Intern Jerry Coopers Files 1988 thru 1992
School Construction Bond Fund Files 1990

PARKING MANAGEMENT:

Closed Workorder Edit List 1993
Listing of Current and Not Posted Payments 9-2-92 thru 1-11-93
New Ticket Edit Listing (Not Posted Ticket Issues 1-1992 thru 12-1993
New Tickets Posted Journal Entries 1-92 thru 12-93
Parking Payments Edit Listing 1993
Payment Updated 1997
Posted Tickets 1997
Purge of Voided Parking Violations 1995
Purged Parking Tickets-Paid or Written Off 1899 thru 1990
Purged Tickets 1889-1993
Purged Tickets Paid 1995
Selected Ticket Report 1889-1993
Voided Ticket Report 1992-1995

PERSONNEL

BCBS Files Life, ADD & LTD 1993 thru 1994
BCBS Files Life, ADD & LTD 12-1991 thru 12-1992
Comp Time Sheets 1993

PLANNING:

Planning Files 1969 thru 1990

PURCHASING:

Accident Reports 1995
Bid Files, RFP'S & RFQ'S for 1995

DESTRUCTION RECORDS FOR 2000

SHOP/FLEET OPER:

Gas Printout and Fax 1994 thru 1996
Misc Shop Files 1990-1997 Adult Education Classes thru Vehicle Utilization
Misc Shop Files 1996-1997 Fuel Inventory thru Service Repair Summary
Misc Shop Files 1992-1997 Inventory Receipts & Phone Bill 1992-1997
Misc. Shop File 1989-1997 Inventory Parts Used List thru Shop Telephone Expense Records
Motor Pool Forms 9-13-94 thru 5-15-95
Quarterly Reports, Workorders 1997
Shop Purchase Orders 1997
Transaction Edit Report-Posted Journal Input Edit Listing Aug-Dec 1997
Vehicle Workorders 1985 thru 1996
Vehicle Workorders August 1995 thru December 1996
Vehicle Workorders Jan thru Sept 1997
Warehouse Edit List 1997

WATER/SEWER:

Misc. Administration Files 1977 thru 1990
Various Misc. Records 1990-1997 (Dispatch thru Telephone Records)
Sewer Workorders 1997
Water Workorders 1997

STAFF REVIEW FORM

06-21-01A09:15 RCVD

_____ Agenda Request
__X__ Contract Review
_____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF _____

FROM:

Scott Huddleston	**Information Technology**	**Administrative Services**
Name	Division	Department

ACTION REQUESTED:

Approve annual maintenance Agreement with System Resources, Inc. for hardware maintenance on system printers

COST TO THE CITY:

$ 10,476.00	**$ 42,000**	Maintenance
Cost of this request	Category/Project Budget	Category/Project Name
1010-1710-5401 00	**$ 11,000**	
Account Number	Funds used to date	Program Name
	$ 31,000	**General**
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

__X__ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator _____ Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager — Date 6/18/01
Internal Auditor — Date 6/18/01
City Attorney — Date ~~5/24/01~~ 6/5/01
ADA Coordinator — Date
Purchasing Officer (See Note) — Date 6/5/01

STAFF RECOMMENDATION:

Division Head — Date 05-24-01
Department Director — Date
Administrative Services Director — Date 6/20/01
Mayor — Date 6/20/01

Cross Reference

New Item Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

System Resources, Inc.
423 Rogers Avenue, Ste.# 200 * Fort Smith, Arkansas 72901
(501) 783-4499 * Fax: (501) 783-2096
Since 1982

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT between System Resources, Inc. (SRI), an Arkansas company having offices in Fort Smith, AR, and City Of Fayetteville
(Customer's Full Legal Name)
(The "Customer") of: 113 West Mountain * Fayetteville, Arkansas 72701
(Customer's Address)
Customer Contact Name: Scott Huddleston *Telephone:* 501-575-8217
SRI hereby provides and Customer hereby accepts, subject to the terms and conditions hereof, maintenance service for the data processing machine(s) and features listed below (herein referred to individually as the "Machine" and collectively as the "Machines"):

SCHEDULE OF MACHINES: Monthly **AGREEMENT NUMBER:** **M1953W**

ITEM NO.	QTY	TYPE/MODEL FEATURE CODE	SERIAL NUMBER	DESCRIPTION	ITEMS MONTHLY MAINTENANCE CHARGE
1	2	4234/002	*	IBM 4234/002 Printers ($70.00 each)	$140.00
2	2	4234/012	*	IBM 4234/012 Printers ($97.00 each)	$194.00
3	1	5262	*	IBM 5262 Printer	$115.00
4	1	6400/008	*	IBM 6400/008 Printer	$ 70.00
5	1	6400/012	*	IBM 6400/012 Printer	$ 97.00
6	1	6400/014	*	IBM 6400/014 Printer	$ 97.00
7	2	HP5SI	*	HP LaserJet 5SI Printer ($22.00 each)	$ 44.00
8	2	HP8100	*	HP LaserJet 8100 Printer ($29.00 each)	$ 58.00
9	1	HP750C+	*	HP DesignJet 750 C Plus Plotter	$ 29.00
10	1	HP755	*	HP DesignJet 755 Plotter	$ 29.00
Location of Machine(s) (if different from above)					*Total MaintenanceCharge* $873.00/per month

Initial Term: 24 (twenty-four) *months.* *Commencement Date:* January 20, 2001
Special Billing: *MONTHLY _____ *QUARTERLY __XX___ *YEARLY _____.
Customer acknowledges that it has read this Agreement, understands it and agrees to all terms and conditions stated herein. IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Date Prepared: June 4, 2001

Prepared By: Donna Patton

Accepted by:
System Resources, Inc.
By: Kelleen Weaver
Name: Kelleen Weaver
Title: Vice President
Date: June 4, 2001

Accepted by:
City Of Fayetteville
By: Dan Coody
Name:
Title:
Date:

The Additional terms and conditions on the reverse side hereof and on the following pages are incorporated in and made part of this agreement. Any additions or deletions to this contract must be in writing.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS MAINTENANCE AGREEMENT

1. TERM OF AGREEMENT

(1) The term of this agreement shall commence on the Commencement Date, shall continue for the initial Term stated on the reverse side of the Agreement (the "Initial Term") and shall continue thereafter until terminated.
(2) During the initial Term, Customer may terminate this Agreement or withdraw individual Machine(s) from this Agreement by mailing written notice of its termination or withdrawal to SRI not less than thirty (30) days prior to such termination or withdrawal date. Customer shall include in such written notice a statement that it is selling the Machine(s) or discontinuing use of the Machine(s) terminated or withdrawn.
(3) This Agreement may be terminated or individual Machine(s) may be withdrawn without cause at the end of the initial Term or thereafter by either party mailing written notice of such termination or withdrawal to the other party not less than thirty (30) days prior to such termination or withdrawal date.

2. MAINTENANCE SERVICE

SRI shall provide maintenance service, subject to the terms and conditions hereinafter provided in Section 3 hereof, to keep the Machine(s) in good working order. Such maintenance service shall include; (1) scheduled preventive maintenance based upon the specific needs of the individual Machine(s) as determined by SRI. (2) Unscheduled on-call remedial maintenance, including lubrication, adjustments and replacements of maintenance parts deemed necessary by SRI.

Maintenance parts shall be furnished on an exchange basis regardless of the time of installation by SRI and such parts shall be new or equivalent to new in performance when used in the Machine(s) subject to this Agreement. Replaced parts shall become the property of SRI. SRI shall have the right to provide a mechanical replacement for any Machine(s) subject to this Agreement. Such mechanical replacement shall be identical, as to machine type, model and special features, to the Machine(s) being replaced.

3. MAINTENANCE CHARGES, PAYMENTS AND TAXES

Customer shall pay SRI the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof. Customer shall pay SRI, in addition to the Monthly Maintenance Charge, amounts equal to any taxes, fees or additional charges, however, designated or levied, based upon such Monthly Maintenance Charge, on this Agreement or on the services rendered or parts supplied pursuant thereto, including all state and local privilege or excise taxes on gross revenue, personal property taxes, and any taxes or amounts in lieu thereof, paid or payable by SRI in respect to the foregoing, exclusive, however, of taxes based upon net income of SRI.

The Monthly Maintenance Charge shall be paid by Customer monthly within ten (10) days of invoice date. Charges re-billed by SRI for service provided that is not covered by the SRI maintenance agreement due upon receipt. Charges for taxes made in accordance with the preceding paragraph and charges made under any other provision of this Agreement and payable by Customer shall be paid to SRI at SRI's address specified on the first page hereof within ten (10) days of the date of delivery of the invoice to Customer. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Charges for taxes made in accordance with the preceding paragraph shall be added in the invoice for Monthly Maintenance Charges.

4. MODIFICATION BY SRI

Upon 90 day prior written notice (after the initial term of this contract) to Customer, SRI may modify, as of the date specified in such notice, the Monthly Maintenance Charge, machine groups, periods of maintenance service availability offered and optional period percentages.

5. MACHINE SPECIFICATION CHANGES

Changes in Machine Specifications may result in an adjustment of the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof.

6. TRAVEL EXPENSES

SRI shall not charge Customer travel expenses incurred in connection with the provision of services under this agreement during the hours of selected maintenance service availability, provided that SRI reserves the right to charge actual travel expense in the event that the site at which the Machine(s) is located is not normally accessible by private automobile or scheduled public transportation.

7. MAINTENANCE SERVICE FURNISHED OUTSIDE THE SCOPE OF THIS AGREEMENT

SRI service provided outside the terms of this Agreement shall be furnished at SRI's then applicable time and material rates and terms, unless such maintenance services is otherwise covered by a separate Maintenance Agreement.

8. ACCESS TO MACHINES

Customer agrees to allow SRI and OEM's full and free access to the Machine(s) for the provision of maintenance services thereon. If the performance of maintenance or repair services on any Machine(s) by persons other than SRI or IBM representatives necessitates additional repairs by SRI or IBM, such additional repairs shall be made at IBM's then applicable time and material rates and terms. Upon prior written notice to Customer, SRI may withdraw the Machine(s) from this agreement following any repetition of the need for additional repairs of such Machine(s) due to maintenance or repair activities by persons other than SRI or IBM representatives.

9. ENGINEERING CHANGES

Mandatory engineering changes deemed necessary by IBM shall be installed by IBM or SRI on Machine(s) subject to the Agreement. SRI will track and order required engineering changes as the customer requires.

10. EXCLUSIONS

Maintenance service under this Agreement does not include:
(1) Repair of damage or increase in service time resulting from the use of the Machine(s) for other than data processing purpose for which they have been designed;
(2) Repair of damage or increase in service time resulting from alterations in Machine(s), including but not limited to, any deviation from circuit or structural machine design as provided by SRI or IBM, installation or removal of IBM features, or any other modification, repair or adjustment, whenever any of the foregoing is performed by persons other than SRI or IBM authorized representatives.
(3) Repair of damage or increase in service time resulting from failure to provide suitable installation environment as prescribed by the appropriate IBM installation Manual-Physical Planning, including but not limited to failure to provide adequate electrical power, air conditioning, ventilation or humidity controls;
(4) Repair of damage or increase in service time resulting from use of supplies or material not meeting IBM specifications for such installation;
(5) Repair of damage or increase in service time resulting from accident, disaster (which shall include but is not limited to fire, flood, storm, water, wind, lightning, earthquake, explosion,), act of God, transportation, neglect, or misuse;
(6) Repairs, adjustments, service or any other work whatsoever on any Machine(s) not covered by a SRI Agreement for maintenance of Data Processing Equipment;
(7) Electrical work external to the Machine(s) or maintenance of accessories, alterations, attachments or other devices not furnished by SRI or IBM;
(8) The furnishing of platens, print belts, ribbons, supplies or accessories; the painting or refinishing of Machine(s) or the furnishing or material therefor; the making of specification changes or the performing of services connected with relocation of Machine(s); or addition or removal of accessories, attachments or other devices; and
(9) Such service which is impractical for SRI to render due to alterations in the Machine(s) or their connection by mechanical or electrical means to another Machine or device.

11. LIMITATION OF LIABILITY

SRI shall not be liable for any failure or delay in maintaining the Machine(s) resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, machinery breakdowns, transportation contingencies, delay of carriers, destruction in full or in part of the Machine(s) or any other cause, contingency or circumstances not subject to the control of SRI which prevents or hinders the maintaining services of the Machine(s) or make the fulfillment of this Agreement by SRI impractical, any of which shall, without liability, excuse SRI from the performance of this Agreement.

SRI's sole obligation under this Agreement is to inspect and make repairs as herein provided, and Customer hereby agrees that there are no warranties, express or implied, which would impose upon SRI any other obligation or liability and SRI neither assumes nor authorizes any such obligations or liability.

Customer agrees that SRI shall not be liable for damages including special, incidental or consequential damages, arising out of or in connection with the performance of the Machine(s) or their use by Customer.

No actions, regardless of form, arising out of services provided under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued provided that an action for non-payment may be brought within one (1) year of the date of last payment.

12. ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Customer, however, shall not assign this Agreement without first obtaining the prior written consent of SRI, which consent shall not be unreasonably withheld. Customer acknowledges that SRI may assign its rights under this Agreement, and its rights to the Machine(s) to a third party (Assignee) which will rely upon and be entitled to the benefits the provisions of the Agreement. Customer agrees with SRI and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to SRI hereunder directly to such Assignee as directed by it. Any such assignment shall be subject to Customer's rights to the use and possession of a Machine(s) so long as Customer is not in default hereunder.

13. REMEDIES

Upon default in the payments of any installments of a Monthly Charge or other charge invoices to Customer pursuant to Section 4 hereof, or upon a breach of any other condition of this Agreement to be performed or observed by Customer, or if during the term of this Agreement, bankruptcy or insolvency proceedings are initiated by or against Customer, or if a receiver is appointed to manage the business of Customer, then, in any such event and after written notification, SRI may at its option; (1) discontinue service; (2) terminate this Agreement; (3) whether or not this Agreement is terminated, maintain an action for damages for breach of any condition of this Agreement or for nonpayment of any charges invoiced to Customer pursuant to Section 4 of this Agreement. Customer shall remain liable for the remaining unpaid Monthly Maintenance Charges for the balance of the Initial Term hereof and for such other charges payable by Customer in accordance with this Agreement. Customer shall also be liable for all legal fees and other costs and expenses resulting from the foregoing default or the exercise of SRI's remedy. No remedy in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy provided for this Agreement, or otherwise available to SRI at law or in equity. No express or implied waivers by SRI of any defaults shall constitute the waiver of any other default by Customer or a waiver of SRI's rights.

14. MISCELLANEOUS

(1) Customer warrants that during the term of this Agreement, Customer shall be the owner of the Machine(s) subject to this Agreement, or if not the owner that it shall have full right, power and authority to order such maintenance service as provided herein from SRI, (2) This Agreement shall be governed by the laws of the State of Arkansas and constitute the entire agreement between SRI and Customer with respect to the maintenance of Machine(s), superseding all prior correspondence between the parties. Except as herein provided, no provision of this Agreement shall be waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by each of the parties thereto; (3) Any Notice provided for herein shall be sufficient in writing and if sent by registered or certified mail to the parties at the address stated on page 1 of this Agreement; (4) If this Agreement shall be executed by SRI prior to execution by Customer, it shall become void at SRI's option sixty (60) days after the date of SRI's execution hereof, unless SRI shall have received by such date a copy of this Agreement executed by a duly authorized representative of Customer; (5) This Agreement is made subject to the terms and conditions herein and Customer's acceptance is effective only to the extent that the terms and conditions of Customer's acceptance are consistent with the terms and conditions herein. Any acceptance which contains terms and modifications which are in addition to or inconsistent with the terms and conditions herein shall be a counter-offer and shall not be binding unless agreed to in writing by SRI.

KW 6-4-01
SRI's Representative Initials & Date

Customer's Initials & Date

System Resources, Inc.
423 Rogers Avenue, Ste.# 200 * Fort Smith, Arkansas 72901
(501) 783-4499 * Fax: (501) 783-2096
Since 1982

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT between System Resources, Inc. (SRI), an Arkansas company having offices in Fort Smith, AR, and City Of Fayetteville
(Customer's Full Legal Name)
(The "Customer") of: 113 West Mountain * Fayetteville, Arkansas 72701
(Customer's Address)
Customer Contact Name: Scott Huddleston *Telephone:* 501-575-8217

SRI hereby provides and Customer hereby accepts, subject to the terms and conditions hereof, maintenance service for the data processing machine(s) and features listed below (herein referred to individually as the "Machine" and collectively as the "Machines"):

SCHEDULE OF MACHINES: Monthly **AGREEMENT NUMBER:** **M1953W**

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8	2	HP8100	*	HP LaserJet 8100 Printer ($29.00 each)	$ 58.00
9	1	HP750C+	*	HP DesignJet 750 C Plus Plotter	$ 29.00
10	1	HP755	*	HP DesignJet 755 Plotter	$ 29.00
Location of Machine(s) (if different from above)					*Total MaintenanceCharge* $873.00/per month

Initial Term: 12(twelve) *months.* *Commencement Date:* January 20, 2001
Special Billing: *MONTHLY _____ *QUARTERLY __XX___ *YEARLY _____.

Customer acknowledges that it has read this Agreement, understands it and agrees to all terms and conditions stated herein. IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Date Prepared: March 08,2001

Prepared By: Donna Patton

Accepted by:
System Resources, Inc.
By: Kelleen Weaver
Name: Kelleen Weaver
Title: Vice President
Date: June 12, 2001

Accepted by:
City Of Fayetteville
By: _____
Name: Dan Coody
Title: _____
Date: _____

The Additional terms and conditions on the reverse side hereof and on the following pages are incorporated in and made part of this agreement. Any additions or deletions to this contract must be in writing.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS MAINTENANCE AGREEMENT

1. TERM OF AGREEMENT

(1) The term of this agreement shall commence on the Commencement Date, shall continue for the initial Term stated on the reverse side of the Agreement (the "Initial Term") and shall continue thereafter until terminated.
(2) During the initial Term, Customer may terminate this Agreement or withdraw individual Machine(s) from this Agreement by mailing written notice of its termination or withdrawal to SRI not less than thirty (30) days prior to such termination or withdrawal date. Customer shall include in such written notice a statement that it is selling the Machine(s) or discontinuing use of the Machine(s) terminated or withdrawn.
(3) This Agreement may be terminated or individual Machine(s) may be withdrawn without cause at the end of the initial Term or thereafter by either party mailing written notice of such termination or withdrawal to the other party not less than thirty (30) days prior to such termination or withdrawal date.

2. MAINTENANCE SERVICE

SRI shall provide maintenance service, subject to the terms and conditions hereinafter provided in Section 3 hereof, to keep the Machine(s) in good working order. Such maintenance service shall include; (1) scheduled preventive maintenance based upon the specific needs of the individual Machine(s) as determined by SRI. (2) Unscheduled on-call remedial maintenance, including lubrication, adjustments and replacements of maintenance parts deemed necessary by SRI.

Maintenance parts shall be furnished on an exchange basis regardless of the time of installation by SRI and such parts shall be new or equivalent to new in performance when used in the Machine(s) subject to this Agreement. Replaced parts shall become the property of SRI. SRI shall have the right to provide a mechanical replacement for any Machine(s) subject to this Agreement. Such mechanical replacement shall be identical, as to machine type, model and special features, to the Machine(s) being replaced.

3. MAINTENANCE CHARGES, PAYMENTS AND TAXES

Customer shall pay SRI the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof. Customer shall pay SRI, in addition to the Monthly Maintenance Charge, amounts equal to any taxes, fees or additional charges, however, designated or levied, based upon such Monthly Maintenance Charge, on this Agreement or on the services rendered or parts supplied pursuant thereto, including all state and local privilege or excise taxes on gross revenue, personal property taxes, and any taxes or amounts in lieu thereof, paid or payable by SRI in respect to the foregoing, exclusive, however, of taxes based upon net income of SRI.

The Monthly Maintenance Charge shall be paid by Customer monthly within ten (10) days of invoice date. Charges re-billed by SRI for service provided that is not covered by the SRI maintenance agreement due upon receipt. Charges for taxes made in accordance with the preceding paragraph and charges made under any other provision of this Agreement and payable by Customer shall be paid to SRI at SRI's address specified on the first page hereof within ten (10) days of the date of delivery of the invoice to Customer. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Charges for taxes made in accordance with the preceding paragraph shall be added in the invoice for Monthly Maintenance Charges.

4. MODIFICATION BY SRI

Upon 90 day prior written notice (after the initial term of this contract) to Customer, SRI may modify, as of the date specified in such notice, the Monthly Maintenance Charge, machine groups, periods of maintenance service availability offered and optional period percentages.

5. MACHINE SPECIFICATION CHANGES

Changes in Machine Specifications may result in an adjustment of the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof.

6. TRAVEL EXPENSES

SRI shall not charge Customer travel expenses incurred in connection with the provision of services under this agreement during the hours of selected maintenance service availability, provided that SRI reserves the right to charge actual travel expense in the event that the site at which the Machine(s) is located is not normally accessible by private automobile or scheduled public transportation.

7. MAINTENANCE SERVICE FURNISHED OUTSIDE THE SCOPE OF THIS AGREEMENT

SRI service provided outside the terms of this Agreement shall be furnished at SRI's then applicable time and material rates and terms, unless such maintenance services is otherwise covered by a separate Maintenance Agreement.

8. ACCESS TO MACHINES

Customer agrees to allow SRI and OEM's full and free access to the Machine(s) for the provision of maintenance services thereon. If the performance of maintenance or repair services on any Machine(s) by persons other than SRI or IBM representatives necessitates additional repairs by SRI or IBM, such additional repairs shall be made at IBM's then applicable time and material rates and terms. Upon prior written notice to Customer, SRI may withdraw the Machine(s) from this agreement following any repetition of the need for additional repairs of such Machine(s) due to maintenance or repair activities by persons other than SRI or IBM representatives.

9. ENGINEERING CHANGES

Mandatory engineering changes deemed necessary by IBM shall be installed by IBM or SRI on Machine(s) subject to the Agreement. SRI will track and order required engineering changes as the customer requires.

10. EXCLUSIONS

Maintenance service under this Agreement does not include:
(1) Repair of damage or increase in service time resulting from the use of the Machine(s) for other than data processing purpose for which they have been designed;
(2) Repair of damage or increase in service time resulting from alterations in Machine(s), including but not limited to, any deviation from circuit or structural machine design as provided by SRI or IBM, installation or removal of IBM features, or any other modification, repair or adjustment, whenever any of the foregoing is performed by persons other than SRI or IBM authorized representatives.
(3) Repair of damage or increase in service time resulting from failure to provide suitable installation environment as prescribed by the appropriate IBM installation Manual-Physical Planning, including but not limited to failure to provide adequate electrical power, air conditioning, ventilation or humidity controls;
(4) Repair of damage or increase in service time resulting from use of supplies or material not meeting IBM specifications for such installation;
(5) Repair of damage or increase in service time resulting from accident, disaster (which shall include but is not limited to fire, flood, storm, water, wind, lightning, earthquake, explosion,), act of God, transportation, neglect, or misuse;
(6) Repairs, adjustments, service or any other work whatsoever on any Machine(s) not covered by a SRI Agreement for maintenance of Data Processing Equipment;
(7) Electrical work external to the Machine(s) or maintenance of accessories, alterations, attachments or other devices not furnished by SRI or IBM;
(8) The furnishing of platens, print belts, ribbons, supplies or accessories; the painting or refinishing of Machine(s) or the furnishing or material therefor; the making of specification changes or the performing of services connected with relocation of Machine(s); or addition or removal of accessories, attachments or other devices; and
(9) Such service which is impractical for SRI to render due to alterations in the Machine(s) or their connection by mechanical or electrical means to another Machine or device.

11. LIMITATION OF LIABILITY

SRI shall not be liable for any failure or delay in maintaining the Machine(s) resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, machinery breakdowns, transportation contingencies, delay of carriers, destruction in full or in part of the Machine(s) or any other cause, contingency or circumstances not subject to the control of SRI which prevents or hinders the maintaining services of the Machine(s) or make the fulfillment of this Agreement by SRI impractical, any of which shall, without liability, excuse SRI from the performance of this Agreement.

SRI's sole obligation under this Agreement is to inspect and make repairs as herein provided, and Customer hereby agrees that there are no warranties, express or implied, which would impose upon SRI any other obligation or liability and SRI neither assumes nor authorizes any such obligations or liability.

Customer agrees that SRI shall not be liable for damages including special, incidental or consequential damages, arising out of or in connection with the performance of the Machine(s) or their use by Customer.

No actions, regardless of form, arising out of services provided under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued provided that an action for non-payment may be brought within one (1) year of the date of last payment.

12. ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Customer, however, shall not assign this Agreement without first obtaining the prior written consent of SRI, which consent shall not be unreasonably withheld. Customer acknowledges that SRI may assign its rights under this Agreement, and its rights to the Machine(s) to a third party (Assignee) which will rely upon and be entitled to the benefits the provisions of the Agreement. Customer agrees with SRI and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to SRI hereunder directly to such Assignee as directed by it. Any such assignment shall be subject to Customer's rights to the use and possession of a Machine(s) so long as Customer is not in default hereunder.

13. REMEDIES

Upon default in the payments of any installments of a Monthly Charge or other charge invoices to Customer pursuant to Section 4 hereof, or upon a breach of any other condition of this Agreement to be performed or observed by Customer, or if during the term of this Agreement, bankruptcy or insolvency proceedings are initiated by or against Customer, or if a receiver is appointed to manage the business of Customer, then, in any such event and after written notification, SRI may at its option; (1) discontinue service; (2) terminate this Agreement; (3) whether or not this Agreement is terminated, maintain an action for damages for breach of any condition of this Agreement or for nonpayment of any charges invoiced to Customer pursuant to Section 4 of this Agreement. Customer shall remain liable for the remaining unpaid Monthly Maintenance Charges for the balance of the Initial Term hereof and for such other charges payable by Customer in accordance with this Agreement. Customer shall also be liable for all legal fees and other costs and expenses resulting from the foregoing default or the exercise of SRI's remedy. No remedy in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy provided for this Agreement, or otherwise available to SRI at law or in equity. No express or implied waivers by SRI of any defaults shall constitute the waiver of any other default by Customer or a waiver of SRI's rights.

14. MISCELLANEOUS

(1) Customer warrants that during the term of this Agreement, Customer shall be the owner of the Machine(s) subject to this Agreement, or if not the owner that it shall have full right, power and authority to order such maintenance service as provided herein from SRI, (2) This Agreement shall be governed by the laws of the State of Arkansas and constitute the entire agreement between SRI and Customer with respect to the maintenance of Machine(s), superseding all prior correspondence between the parties. Except as herein provided, no provision of this Agreement shall be waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by each of the parties thereto; (3) Any Notice provided for herein shall be sufficient in writing and if sent by registered or certified mail to the parties at the address stated on page 1 of this Agreement; (4) If this Agreement shall be executed by SRI prior to execution by Customer, it shall become void at SRI's option sixty (60) days after the date of SRI's execution hereof, unless SRI shall have received by such date a copy of this Agreement executed by a duly authorized representative of Customer; (5) This Agreement is made subject to the terms and conditions herein and Customer's acceptance is effective only to the extent that the terms and conditions of Customer's acceptance are consistent with the terms and conditions herein. Any acceptance which contains terms and modifications which are in addition to or inconsistent with the terms and conditions herein shall be a counter-offer and shall not be binding unless agreed to in writing by SRI.

6-12-01

SRI's Representative Initials & Date

Customer's Initials & Date

System Resources, Inc.
423 Rogers Avenue, Ste.# 200 * Fort Smith, Arkansas 72901
(501) 783-4499 * Fax: (501) 783-2096
Since 1982

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT between System Resources, Inc. (SRI), an Arkansas company having offices in Fort Smith, AR, and City Of Fayetteville
(Customer's Full Legal Name)
(The "Customer") of: 113 West Mountain * Fayetteville, AR 72701
(Customer's Address)
Customer Contact Name: Scott Huddleston *Telephone:* 501-575-8217
SRI hereby provides and Customer hereby accepts, subject to the terms and conditions hereof, maintenance service for the data processing machine(s) and features listed below (herein referred to individually as the "Machine" and collectively as the "Machines"):

SCHEDULE OF MACHINES: Monthly **AGREEMENT NUMBER:** M1953W

ITEM NO.	QTY	TYPE/MODEL FEATURE CODE	SERIAL NUMBER	DESCRIPTION	ITEM MONTHLY MAINTENANCE CHARGE
1	2	4234/02	*	IBM 4234/02 Printers ($70.00 each)	$140.00
2	2	4234/12	*	IBM 4234/12 Printers ($97.00 each)	$194.00
3	1	5262	*	IBM 5262 Printer	$115.00
4	1	6400/008	*	IBM 6400/008 Printer	$ 70.00
5	1	6400/012	*	IBM 6400/012 Printer	$ 97.00
6	1	6400/014	*	IBM 6400/014 Printer	$ 97.00
7	2	HP5si	*	HP LaserJet 5si Printer ($22.00 each)	$ 44.00
8	2	HP8100	*	HP LaserJet 8100 Printer ($29.00 each)	$ 58.00
9	1	HP750C+	*	HP DesignJet 750 C Plus Plotter	$ 29.00
10	1	HP755	*	HP DesignJet 755 Plotter	$ 29.00
Location of Machine(s) (if different from above)					*Total MaintenanceCharge* $873.00/per month

Initial Term: 12 (twelve) *months.* *Commencement Date:* January 20, 2001
Special Billing: *MONTHLY _____ *QUARTERLY ___X___ *YEARLY _____.
Customer acknowledges that it has read this Agreement, understands it and agrees to all terms and conditions stated herein. IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Date Prepared: December 22, 2000

Prepared By: Barbara Sparks

Accepted by:
System Resources, Inc.
By: [signature]
Name: David Condra
Title: President
Date: December 22, 2000

Accepted by:
City Of Fayetteville
By: [signature]
Name:
Title:
Date:

The Additional terms and conditions on the reverse side hereof and on the following pages are incorporated in and made part of this agreement. Any additions or deletions to this contract must be in writing.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS MAINTENANCE AGREEMENT

1. TERM OF AGREEMENT

(1) The term of this agreement shall commence on the Commencement Date, shall continue for the initial Term stated on the reverse side of the Agreement (the "Initial Term") and shall continue thereafter until terminated.
(2) During the initial Term, Customer may terminate this Agreement or withdraw individual Machine(s) from this Agreement by mailing written notice of its termination or withdrawal to SRI not less than thirty (30) days prior to such termination or withdrawal date. Customer shall include in such written notice a statement that it is selling the Machine(s) or discontinuing use of the Machine(s) terminated or withdrawn.
(3) This Agreement may be terminated or individual Machine(s) may be withdrawn without cause at the end of the initial Term or thereafter by either party mailing written notice of such termination or withdrawal to the other party not less than thirty (30) days prior to such termination or withdrawal date.

2. MAINTENANCE SERVICE

SRI shall provide maintenance service, subject to the terms and conditions hereinafter provided in Section 3 hereof, to keep the Machine(s) in good working order. Such maintenance service shall include; (1) scheduled preventive maintenance based upon the specific needs of the individual Machine(s) as determined by SRI. (2) Unscheduled on-call remedial maintenance, including lubrication, adjustments and replacements of maintenance parts deemed necessary by SRI.

Maintenance parts shall be furnished on an exchange basis regardless of the time of installation by SRI and such parts shall be new or equivalent to new in performance when used in the Machine(s) subject to this Agreement. Replaced parts shall become the property of SRI. SRI shall have the right to provide a mechanical replacement for any Machine(s) subject to this Agreement. Such mechanical replacement shall be identical, as to machine type, model and special features, to the Machine(s) being replaced.

3. MAINTENANCE CHARGES, PAYMENTS AND TAXES

Customer shall pay SRI the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof. Customer shall pay SRI, in addition to the Monthly Maintenance Charge, amounts equal to any taxes, fees or additional charges (including interest and penalties thereon) however designated or levied, based upon such Monthly Maintenance Charge, on this Agreement or on the services rendered or parts supplied pursuant thereto, including all state and local privilege or excise taxes on gross revenue, personal property taxes, and any taxes or amounts in lieu thereof, paid or payable by SRI in respect to the foregoing, exclusive, however, of taxes based upon net income of SRI.

The Monthly Maintenance Charge shall be paid by Customer monthly within ten (10) days of invoice date. Charges re-billed by SRI for service provided that is not covered by the SRI maintenance agreement due upon receipt. Charges for taxes made in accordance with the preceding paragraph and charges made under any other provision of this Agreement and payable by Customer shall be paid to SRI at SRI's address specified on the first page hereof within ten (10) days of the date of delivery of the invoice to Customer. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Charges for taxes made in accordance with the preceding paragraph shall be added in the invoice for Monthly Maintenance Charges.

4. MODIFICATION BY SRI

Upon 90 day prior written notice (after the initial term of this contract) to Customer, SRI may modify, as of the date specified in such notice, the Monthly Maintenance Charge, machine groups, periods of maintenance service availability offered and optional period percentages.

5. MACHINE SPECIFICATION CHANGES

Changes in Machine Specifications may result in an adjustment of the Monthly Maintenance Charge set forth under the Schedule of Machines on the first page hereof.

6. TRAVEL EXPENSES

SRI shall not charge Customer travel expenses incurred in connection with the provision of services under this agreement during the hours of selected maintenance service availability, provided that SRI reserves the right to charge actual travel expense in the event that the site at which the Machine(s) is located is not normally accessible by private automobile or scheduled public transportation.

7. MAINTENANCE SERVICE FURNISHED OUTSIDE THE SCOPE OF THIS AGREEMENT

SRI service provided outside the terms of this Agreement shall be furnished at SRI's then applicable time and material rates and terms, unless such maintenance services is otherwise covered by a separate Maintenance Agreement.

8. ACCESS TO MACHINES

Customer agrees to allow SRI and OEM's full and free access to the Machine(s) for the provision of maintenance services thereon. If the performance of maintenance or repair services on any Machine(s) by persons other than SRI or IBM representatives necessitates additional repairs by SRI or IBM, such additional repairs shall be made at IBM's then applicable time and material rates and terms. Upon prior written notice to Customer, SRI may withdraw the Machine(s) from this agreement following any repetition of the need for additional repairs of such Machine(s) due to maintenance or repair activities by persons other than SRI or IBM representatives.

9. ENGINEERING CHANGES

Mandatory engineering changes deemed necessary by IBM shall be installed by IBM or SRI on Machine(s) subject to the Agreement. SRI will track and order required engineering changes as the customer requires.

10. EXCLUSIONS

Maintenance service under this Agreement does not include:
(1) Repair of damage or increase in service time resulting from the use of the Machine(s) for other than data processing purpose for which they have been designed;
(2) Repair of damage or increase in service time resulting from alterations in Machine(s), including but not limited to, any deviation from circuit or structural machine design as provided by SRI or IBM, installation or removal of IBM features, or any other modification, repair or adjustment, whenever any of the foregoing is performed by persons other than SRI or IBM authorized representatives.
(3) Repair of damage or increase in service time resulting from failure to provide suitable installation environment as prescribed by the appropriate IBM installation Manual-Physical Planning, including but not limited to failure to provide adequate electrical power, air conditioning, ventilation or humidity controls;
(4) Repair of damage or increase in service time resulting from use of supplies or material not meeting IBM specifications for such installation;
(5) Repair of damage or increase in service time resulting from accident, disaster (which shall include but is not limited to fire, flood, storm, water, wind, lightning, earthquake, explosion,), act of God, transportation, neglect, or misuse;
(6) Repairs, adjustments, service or any other work whatsoever on any Machine(s) not covered by a SRI Agreement for maintenance of Data Processing Equipment;
(7) Electrical work external to the Machine(s) or maintenance of accessories, alterations, attachments or other devices not furnished by SRI or IBM;
(8) The furnishing of platens, print belts, ribbons, supplies or accessories; the painting or refinishing of Machine(s) or the furnishing or material therefor; the making of specification changes or the performing of services connected with relocation of Machine(s); or addition or removal of accessories, attachments or other devices; and
(9) Such service which is impractical for SRI to render due to alterations in the Machine(s) or their connection by mechanical or electrical means to another Machine or device.

11. LIMITATION OF LIABILITY

SRI shall not be liable for any failure or delay in maintaining the Machine(s) resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, machinery breakdowns, transportation contingencies, delay of carriers, destruction in full or in part of the Machine(s) or any other cause, contingency or circumstances not subject to the control of SRI which prevents or hinders the maintaining services of the Machine(s) or make the fulfillment of this Agreement by SRI impractical, any of which shall, without liability, excuse SRI from the performance of this Agreement.

SRI's sole obligation under this Agreement is to inspect and make repairs as herein provided, and Customer hereby agrees that there are no warranties, express or implied, which would impose upon SRI any other obligation or liability and SRI neither assumes nor authorizes any such obligations or liability.

Customer agrees that SRI shall not be liable for damages including special, incidental or consequential damages, arising out of or in connection with the performance of the Machine(s) or their use by Customer.

No actions, regardless of form, arising out of services provided under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued provided that an action for non-payment may be brought within one (1) year of the date of last payment.

12. ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Customer, however, shall not assign this Agreement without first obtaining the prior written consent of SRI, which consent shall not be unreasonably withheld. Customer acknowledges that SRI may assign its rights under this Agreement, and its rights to the Machine(s) to a third party (Assignee) which will rely upon and be entitled to the benefits the provisions of the Agreement. Customer agrees with SRI and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to SRI hereunder directly to such Assignee as directed by it. Any such assignment shall be subject to Customer's rights to the use and possession of a Machine(s) so long as Customer is not in default hereunder.

13. REMEDIES

Upon default in the payments of any installments of a Monthly Charge or other charge invoices to Customer pursuant to Section 4 hereof, or upon a breach of any other condition of this Agreement to be performed or observed by Customer, or if during the term of this Agreement, bankruptcy or insolvency proceedings are initiated by or against Customer, or if a receiver is appointed to manage the business of Customer, then, in any such event and after written notification, SRI may at its option; (1) discontinue service; (2) terminate this Agreement; (3) whether or not this Agreement is terminated, maintain an action for damages for breach of any condition of this Agreement or for nonpayment of any charges invoiced to Customer pursuant to Section 4 of this Agreement. Customer shall remain liable for the remaining unpaid Monthly Maintenance Charges for the balance of the Initial Term hereof and for such other charges payable by Customer in accordance with this Agreement. Customer shall also be liable for all legal fees and other costs and expenses resulting from the foregoing default or the exercise of SRI's remedy. No remedy in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy provided for this Agreement, or otherwise available to SRI at law or in equity. No express or implied waivers by SRI of any defaults shall constitute the waiver of any other default by Customer or a waiver of SRI's rights.

14. MISCELLANEOUS

(1) Customer warrants that during the term of this Agreement, Customer shall be the owner of the Machine(s) subject to this Agreement, or if not the owner that it shall have full right, power and authority to order such maintenance service as provided herein from SRI, (2) This Agreement shall be governed by the laws of the State of Arkansas and constitute the entire agreement between SRI and Customer with respect to the maintenance of Machine(s), superseding all prior correspondence between the parties. Except as herein provided, no provision of this Agreement shall be waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by each of the parties thereto; (3) Any Notice provided for herein shall be sufficient in writing and if sent by registered or certified mail to the parties at the address stated on page 1 of this Agreement; (4) If this Agreement shall be executed by SRI prior to execution by Customer, it shall become void at SRI's option sixty (60) days after the date of SRI's execution hereof, unless SRI shall have received by such date a copy of this Agreement executed by a duly authorized representative of Customer; (5) This Agreement is made subject to the terms and conditions herein and Customer's acceptance is effective only to the extent that the terms and conditions of Customer's acceptance are consistent with the terms and conditions herein. Any acceptance which contains terms and modifications which are in addition to or inconsistent with the terms and conditions herein shall be a counter-offer and shall not be binding unless agreed to in writing by SRI.

D. C.

SRI's Representative Initials & Date

Customer's Initials & Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: July 5, 2001

To: Mayor Dan Coody
City Council

From: Hugh Earnest
Urban Development Director

Subject: Project for Victims of Family Violence

Background

The City of Fayetteville's 2001 Consolidated Action Plan covering the expenditure of $665,000 was submitted to HUD in November 2000. The City Council accepted the block grant by resolution in April of this year. By way of explanation, the Action Plan submitted last November listed in some detail the individual projects proposed for completion during this year. A list of those projects was included with the Sage House memo.

Current Status

The council is being asked to execute a lease agreement with the Project for Victims of Family Violence for two acres of land. The site will be utilized for construction of a shelter.

Recommendation

The Staff recommends approval of the Resolution.

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

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF ~~June 5~~ July 17, 2001 **MAYOR'S APPROVAL**

FROM:

Kit Williams	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED:

A Resolution to approve a lease agreement with the Project for Victim's of Family Violence, Inc. to lease city land for the construction of a new Battered Women's Shelter.

COST TO CITY:

N/A	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

6-21-01
Budget Coordinator See date — Administrative Services Director

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

Marsha Farthing	6/21/01	Nancy Smith	6/21/01
Accounting Manager	Date	Internal Auditor	Date
	5-23-01		
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	6-28-01 Date		

STAFF RECOMMENDATION:

Division Head — Date

Department Director — Date

Administrative Services Director — 5/23/01 Date

Mayor — 5/23/01 Date

CROSS REFERENCE

New Item: Yes ~~No~~

Previous Ordinance/Resolution No.: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH PROJECT FOR VICTIMS OF FAMILY VIOLENCE, INC., FOR A SHELTER SITE

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

That the Mayor and City Clerk are hereby authorized and directed to execute a lease with Project For Victims of Family Violence, Inc., for a shelter site. A copy of the lease agreement authorized for execution hereby is attached hereto marked Exhibit "A" and made a part hereof.

PASSED and **APPROVED** this _____ day of June, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

LEASE AGREEMENT

THIS AGREEMENT executed this _____ day of June, 2001, by and between the City of Fayetteville, Arkansas, hereinafter called Lessor, and Project for Victims of Family Violence, Inc. hereinafter called Lessee.

In consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described real property and all improvements thereon:

> Part of the South half of the Southwest Quarter of the Southwest Quarter of Section 21, Township 16 North, Range 30 West, and being more particularly described as follows, to-wit: Beginning at a point 235′ North of the Southwest corner of said 20 acre tract, and running thence North 90′; thence East 150′; thence North 235′; thence East 150 feet; thence North 100′; thence East 370′; thence South 34° 52′ West 402.2′; thence South 18° 26′ East 59.8′; thence South 12° 30′ West 30′; more or less to the Northeast corner of a tract of land conveyed to Ardean Fallwell, et ux, in Deed Record 887 at page 97 of the records of Washington County, Arkansas, thence West 450 feet, more or less, to the point of beginning.

2. The original term of this Lease shall commence on the **1st day of July, 2001**, and supercedes and replaces the current lease between the parties and shall terminate on the **1st day of July, 2005 at 5:00 P.M.** This Lease shall be automatically extended for an additional term of **four years** unless written notice of termination is given by Lessor or Lessee to the other party's last known mailing address at least thirty (30) days prior to expiration of the original term of this Lease.

3. In consideration for the use of the demised premises, Lessee agrees to pay Lessor the sum of $1.00 per year payable in advance on or before the 1st day of each July and perform all other duties and responsibilities listed below.

4. Lessee shall be responsible for payment of all utilities, including electrical bills, natural gas bills, water and sewer bills, sanitation service bills, telephone bills, and cable television bills.

5. Lessee may make any such improvements as are necessary to carry out the service of providing protective housing for victims of family violence. Lessee agrees that it will keep and maintain the demised premises and all improvements thereon in good condition and repair at all times. Lessee agrees to be responsible for yard maintenance and for the maintenance and replacement of all heating, electrical and air conditioning equipment and plumbing on the premises. Lessee, at its cost and expense, shall maintain and keep the premises in as good repair as when the premises were received or in their highest state of repair during the lease term, ordinary wear and tear and casualties beyond Lessee's control along excepted, and Lessee shall return the leased premises at the expiration or termination of this Lease in good order and condition excepting only ordinary wear and tear and casualties beyond Lessee's control. Design for any such improvements shall be approved by the City of Fayetteville. Upon termination of this lease, all improvements shall become the property of Lessor.

6. Lessee agrees to carry fire and extended coverage insurance on the improvements on the demised premises, which policy shall name Lessor as an insured and Lessee agrees to maintain said policy in force throughout the term of this Lease and any extension thereof. Said policy shall be in an amount approved by Lessor. Lessee shall file a copy of said policy with the City Clerk of Lessor. Lessee agrees to notify Lessor in writing of any amendments to or cancellations of said policy.

7. Lessee agrees to provide emergency housing in a protective setting to Fayetteville residents who qualify for its protective services. Lessee further agrees to assist Fayetteville residents who qualify for its protective housing with appropriate and available counseling and other services. Lessee shall maintain at all times a current and complete record of all activities conducted on the leased premises in a form requested by Lessor, and Lessee shall submit a monthly activity report to Lessor's Department of Community Development on or before the 15th day of each month. Lessor and the United States Department of Housing and Urban Development shall have complete access to all of Lessee's records during all reasonable hours and shall have the right to inspect and copy said records.

8. Lessee shall maintain complete and accurate monthly financial statements for all activities conducted on the leased premises. Lessee shall file a copy of each month's financial statement with Lessor's Department of Community Development on or before the 15th day of the following month.

9. Lessee agrees to hold Lessor harmless for any claim, expense, loss or liability suffered or occasioned as a result of Lessee's use or occupancy of the demised premises.

10. The Lessee agrees to comply with all rules and regulations as established by the Department of Housing and Urban Development for programs finances by the Housing and Community Development Act of 1974.

11. The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Lessee assures that the funds will be use for these purposes.

12. Lessee will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, and Federal Management Circular 74-4 as they relate to the application, acceptance, and use of Federal funds under 24 CFR 570.

13. Lessee will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.

14. Lessee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for

the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

15. Lessee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded form participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under 24 CFR 570.

16. Lessee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

17. Lessee will establish safeguards to prohibit employees from using 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.

18. Lessee will comply with the provisions of the Hatch Act which limits the political activity of employees.

19. Lessee will give HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the program.

20. Lessee will ensure that the facilities under its lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

21. Lessee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" shall be included in any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS,
Lessor

BY: _____
DAN COODY, Mayor

ATTEST:

_____
Heather Woodruff, City Clerk

BY: _____
President or Authorized Representative of
PROJECT FOR VICTIMS OF
FAMILY VIOLENCE, INC.

JUL 06 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: **City Council approve 2001 Local Law Enforcement Block Grant and accept the Assurances and Certifications.**

COST TO CITY:

$40,065.00	0.00	Patrol Car Video
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5890.00	0.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
	0.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Marsha Farthing — Accounting Manager — 6/28/01 Date
Nancy Smith — Internal Auditor — 6/29/01 Date
R. J. Whitt — City Attorney — Date 6/29/01
ADA Coordinator — Date
Purchasing Officer — Date 6/29/01
Grants Coordinator — Date

STAFF RECOMMENDATION: **City Council to authorize the Police Department to apply for the Local Law Enforcement Block Grant.**

Division Head — Date
Richard L. Watson — Department Director — 6-28-01 Date
Jeff Webber — Administrative Services Director — 7/2/01 Date
Dan Coody — Mayor — 7/2/01 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description _____ Meeting Date

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

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

DATE: June 28, 2001

RE: Apply for the 2001 Local Law Enforcement Block Grant

Attached is a copy of the application for the 2001 Local Law Enforcement Block Grant (LLEBG) in the amount of $36,058.00. The total project is $ 40,065.00 and requires a 10% City match of $4,007.00. These matching funds will be pledged from the Capital Improvement Project - Police Building Improvements. The City of Fayetteville has been receiving block grants since 1987. These grants are calculated and awarded based upon population and Uniform Crime Report statistics.

We intend to use this grant for purchase of video equipment to place in patrol cars. These types of systems create a tape record of activities officers are involved in. They can record vehicles the officer is following, roadside sobriety tests, pursuits, and routine traffic stops. A video record can be very useful for court, for checking into citizen complaints and for training issues. We haven't selected a particular system yet but it will go through the bidding process. Systems of this nature can range in price from $ 3,000 to $ 5,000 per car. The Department currently has eleven cars assigned to patrol, two K-9 units and two additional supervisor vehicles. We will install as many units as funds allow. If you need further information or have any questions, please give me a call.

FY 2001 Local Law Enforcement Block Grants Progra

Application Award RFD Grant Changes Reports Correspondence Switch to ...

Grant Handbook

Overview

CEO Information

Program Contact Information

Certifications

Award and Match

Submit Application

Decline Funds

Help/Frequently Asked Questions

LLEBG Home

Log-Off

CEO Information

Please provide or update information about the Chief Executive Officer (CEO) of your jurisdiction (i.e., Mayor, City Manager, County Commissioner, etc.). Use appropriate uppercase and lowercase letters throughout this application.

Fayetteville City, Arkansas has at least one accepted award for a different fiscal year. Changing the CEO information will cause a Grant Adjustment Notice (GAN) to be generated for the other grant(s). This GAN will be created upon approval by BJA.

*Title	Mayor
*Prefix	Mr.
*First Name	Dan
*Last Name	Coody
*Address Line 1	113 W. Mountain St.
Address Line 2	
*City	Fayetteville
State	ARKANSAS
*Zip Code	72701 - 0113 Need help for ZIP+4?
*Phone	(501) 575-83 Format: 999-999-9999
Extension	
Fax	(501) 575-82 Format: 999-999-9999
*E-mail	dancoody@ci.fayette
*Is the person currently completing this application the CEO?	Yes No

Save and Continue

FY 2001 Local Law Enforcement Block Grants Progra

Grant Handbook

Overview

CEO Information

Program Contact Information

Certifications

Award and Match

Submit Application

Decline Funds

Help/Frequently Asked Questions

LLEBG Home

Log-Off

Program Contact Information

The Program Contact person is the individual officially designated by the CEO to serve as the day-to-day contact on all program related matters, including completing this application, and can answer all program related questions from BJA. As the officially designated Program Contact, this individual has the ability to bind the jurisdiction to all terms and conditions related to this grant.

Only public officials have the ability to bind the jurisdiction legally to the terms of the LLEBG Program. A CEO may not delegate this responsibility to a non-public official or a public official outside his/her jurisdiction. A jurisdiction may use whatever assistance it deems appropriate to gather needed information for the completion of the LLEBG on-line application and payment acceptance processes; however, it may delegate only to a public official within the applicant jurisdiction the responsibility for actually completing the on-line processes. Any applying jurisdiction violating these requirements will be subject to formal action, including nullification of the FY 2001 LLEBG application as well as eligibility for the future LLEBG funding cycles.

Fayetteville City, AR has at least one accepted award for a different fiscal year. Changing the Program Contact information will automatically update this information for all of your active LLEBG grants. No GAN will be issued to document this change.

*Title	Financial Analyst
*Prefix	Mrs.
*First Name	Judy
*Last Name	Cohea
*Address Line 1	P.O. Box 1988
Address Line 2	
*City	Fayetteville
State	ARKANSAS
*Zip Code	72702 - 1988 Need help for ZIP+4?
*Phone	501-587-351 Format: 999-999-9999
Extension	
Fax	501-587-352 Format: 999-999-9999
*E-mail	Orbitre@aol.com

Save and Continue

FY 2001 Local Law Enforcement Block Grants Progra

The LLEBG Trust Fund Requirement

All direct LLEBG recipients and State subrecipients must establish a **trust fund** in which to deposit LLEBG Program funding. The trust fund may or may not be an interest bearing account. Regardless of the type of account selected, the trust fund must protect the principal. The trust fund must be established by the the recipient jurisdiction, not by the implementing agency/ies. For example, in the case of a city award, the city manager or mayor's office must establish the trust fund, not the police department. In some jurisdictions, the term "Special Revenue Fund" may denote the same attributes as the definition for trust fund under the LLEBG Program.

An LLEBG recipient's trust fund must include the following four features:

1. The fund may earn interest, but any earned interest must be used for program purposes. The trust fund does not have to be an interest bearing fund.
2. The recipient must be able to account for the Federal award amount.
3. The recipient must be able to account for the local match amount.
4. The recipient must be able to account for any interest earned.

☑ **I have read the above requirement.**

Save and Continue | Go Back

FY 2001 Local Law Enforcement Block Grants Progra

PSOHB Compliance

Please follow these steps to complete this screen:

1. Open and review the Compliance requirements of the Public Safety Officers' Health Benefits (PSOHB) Provision.
2. Is your jurisdiction in compliance with the PSHOB Provision?

Yes ○ No ◉

By answering "YES" you certify that your jurisdiction, NOT the implementing agency, provides the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

Save and Continue | Go Back

FY 2001 Local Law Enforcement Block Grants Progra

Application Award RFD Grant Changes Reports Correspondence Switch to ...

Grant Handbook

Award and Match

Overview

CEO Information

Program Contact Information

Certifications

Award and Match

Submit Application

Decline Funds

Help/Frequently Asked Questions

LLEBG Home

Log-Off

The following is the summary information for the total amount of LLEBG funds for which you are applying:

Eligible Award Amount
Your jurisdiction's Eligible Award Amount, **not** including PSOHB compliance status, is reflected in this figure.
$40,064

Final Award Amount
The Final Award Amount shown below includes the adjustments to your eligible award amount due to the PSOHB compliance status of your jurisdiction. (Final Award Amount = 0.9 * Eligible Award Amount)
$36,058

Match Amount
The LLEBG Program requires a 10 percent cash match, calculated as one-ninth of the Final Award Amount, with no waiver provision (except for American Samoa, Guam, Northern Mariana Islands, and U.S. Virgin Islands). Federal funds may not exceed 90 percent of total program costs. Your match amount has been automatically calculated based on the Final Award Amount.
$4,006

Matching Funds Code
M1-State and Local Government Units

Save and Continue

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its 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 it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such

properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non- discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into 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:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the

above certifications.

OJP Form 4061/7 (Rev. 7-00)

I Accept

CC. 7/17/01

Wastewater System Improvement Project

Update and Overview of Project Facility Plan

Presentation to the
Water and Sewer Committee
City of Fayetteville

James C. Ulmer, P.E.
McGoodwin, Williams and Yates, Inc.

July 9, 2001

Project History

- **September 1995** — *City of Fayetteville hires CH2M Hill to develop wastewater system facility plan*
- **February 1997** — *CH2M Hill completes Fayetteville Wastewater Facility Plan. Recommends split flow plan with a second wastewater treatment facility to be constructed in the Illinois River basin and identifies the location of the preferred site at the confluence of Goose Creek and the Illinois River*
- **March 1997** — *City Council approves sampling and modeling study of the White River basin and the Illinois River basin*
- **April 1997** — *Act 1336, passed which limits location of WWTP to City Limits*
- **April 1997** — *Council Water and Sewer Committee holds public hearing on the Facility Plan on April 24, 1997*
- **May 1997** — *Council Water and Sewer Committee modifies its selection of the preferred site to a plant location east of the confluence of the Owl and Goose Creeks, within the City's growth area*
- **November 1997** — *City's annexation issue failed on November election*

Project History

◈ **May 1998**	***Council Water and Sewer Committee meets and considers a report on the stream study. Committee instructs staff to prepare a site recommendation pending regulatory approval***
◈ **October 1998**	***Council Water and Sewer Committee meets. Staff recommended the Broyles Farm as the primary location, also recommended purchase of additional property***
◈ **May 1999**	***Council approves the purchase of the 200 acre plant site***
◈ **October 1999**	***Selection Committee selects four engineering firms***
◈ **February & March 2000**	***Council approves engineering contracts with RJN, McGoodwin, Williams and Yates, Garver and Black and Veatch***

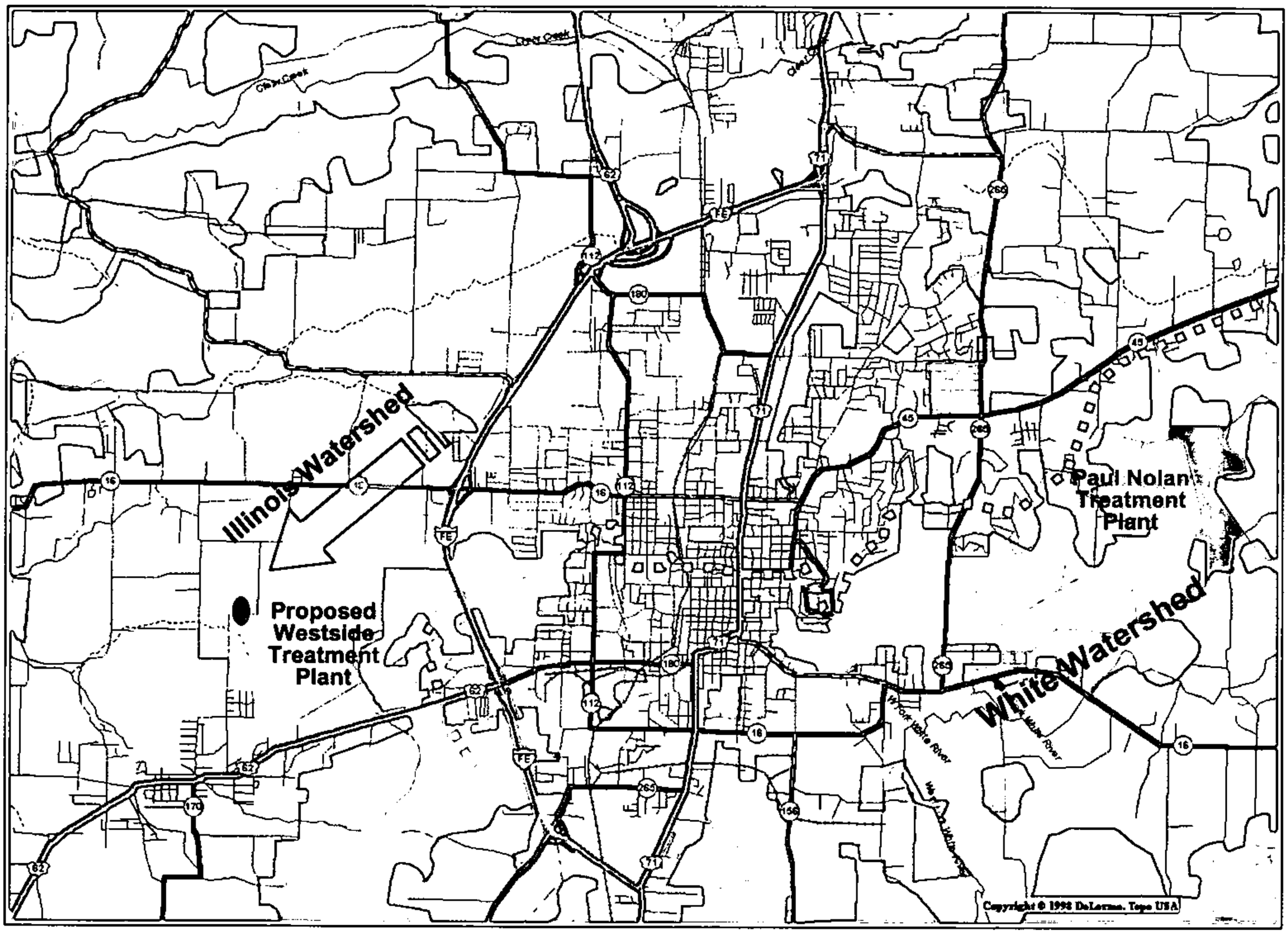
Fayetteville Wastewater Treatment Improvement Project

Project History

◈ **May 2000**	***Neighborhood meetings with residents surrounding both plant sites***
◈ **June 2000**	***A public meeting was held at the Hilton introducing proposed project study plan***
◈ **August through November 2000**	***Monthly meetings with adjacent property owners on both the east and west side including an odor mitigation work session***
◈ **March 27, 2001**	***The project recommendations and costs were presented to the Council Water and Sewer Committee and to the public***
◈ **July 9, 2001**	***Water and Sewer Committee meets to discuss Financing Plan for Wastewater System Improvement Project***
◈ **July 11, 2001**	***Preliminary Engineering Report to WWAC – First step to formally enter RLF Program***

Fayetteville Wastewater Treatment Improvement Project

Description of Improvements



Project Consultants

Noland Wastewater Treatment Facility	**Black and Veatch** Kansas City, Missouri
Westside Wastewater Treatment Facility	**McGoodwin, Williams and Yates, Inc.** Fayetteville, Arkansas
Eastside Collection System	**Garver Engineers** Fayetteville, Arkansas
Westside Collection System	**RJN Group** Dallas, Texas

Specialized Consultants

Odor Control	
Westside Wastewater Treatment Facility	**Webster Environmental** Louisville, Kentucky
Environmental Permitting	**ECO, Inc.** Benton, Arkansas
Water Quality Permitting	**CH2M Hill** Tulsa, Oklahoma
Public Information	**Hanifin Associates, Inc.** Laurel, Maryland

Current Wastewater Loadings

	Annual Average, MGD	Peak Day, MGD
Domestic	5.595	5.595
Industrial	1.485	1.895
Infiltration	3.338	7.630
Rainfall Induced I/I	1.340	12.220
Total	**11.800**	**27.340**

Present Rated Capacity 12.6 MGD
Present Annual Average 11.8 MGD (94% loaded)

Design Loadings

Annual Average
Design Influent Flows and Loadings

	Paul Noland WWTP	Westside WWTP
Flow	11.21 MGD	10.0 MGD
BOD	282 mg/l	175 mg/l
TSS	221 mg/l	175 mg/l
TKN	10.3 mg/l	35 mg/l
TP	7.3 mg/l	7.0 mg/l

Projected Effluent Limits

Existing White River Effluent Limits
Noland WWTP

Discharge Characteristic	Concentrations – Monthly Average, mg/l April to November	December to March
BOD_5	5.0	11.0
TSS	5.0	15.0
Ammonia – Nitrogen	1.8	5.0
Phosphorus	1.0	1.0

Projected Effluent Limits
Westside WWTP

Discharge Characteristic	Concentrations – Monthly Average, mg/l April to November	December to March
BOD_5	3.0	5.0
TSS	5.0	5.0
Ammonia – Nitrogen	1.9	3.0
Phosphorus	1.0	1.0

Environmental Issues

Section 404 Corps Permits

- Construction in wetlands
- Stream Crossings
- Construction of Outfall Structure

NPDES Stormwater Permits
Floodplain Permits
Endangered Species

Candidate Endangered Species
Arkansas Darter – Wilson Spring and Tributaries

Candidate Endangered Species
Neosho Muckett Mussel – Illinois River

Comprehensive Best Management Practices Plan

- Storm Water Pollution Prevention Plan
- Corps 404 Nationwide Permit #12 Erosion Control Plan
- Restoration Plan for Wetlands and Stream Crossings and Bank Stabilization
- Cave Contingency Plan
- Additional Terms and Conditions – Limited Seasonal Construction

Fayetteville Wastewater Treatment Improvement Project

Implementation Schedule

- **July 11, 2001** — *WWAC Review*
- **July 26, 2001** — *Finance Seminar*
- **August 5, 2001** — *Advertise Public Hearing*
- **September 20, 2001** — *Public Hearing on Selected Plan*
- **October 2001** — *Facilities Plan Approval*
- **November 6, 2001** — *Sales Tax Election*

Earliest	Latest	
August 2001	January 2002	Begin Detailed Design for Plans and Specifications
May 2002	January 2003	Receive Bids for Construction
July 2002	March 2003	Start Construction
July 2004	September 2005	Complete Construction

Summary of Project Costs

Project Cost Summary

Project Element	Total Construction Costs, $million
Westside Line Work	$28.43
Westside WWTP	39.61
Outfall Effluent Line	2.91
Eastside WWTP	17.10
Eastside Line Work	14.71
Total	**$102.76**

Capital Costs Summary	
Total Construction Costs	$102.76
Engineering, Legal and Administrative Costs	17.00
Subtotal	119.76
Less Cash on Hand from Previous Bond Issue	5.00
Net Capital Costs to be Financed	**115.00***

*Rounded to the nearest million dollars

City of
Fayetteville

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Subject: July 17, 2001 Agenda Items
a) Ordinance Calling for Sales Tax Election
b) Resolution of Intent
c) Resolution of Signatory Authority

Date: July 5, 2001

Attached are the agenda cover sheets for the above referenced items scheduled for the July 17 Council Meeting. The completed cover sheets along with an explanatory memorandum will be presented at the Council Agenda Meeting of Tuesday, July 10.

All three of the items are related to the funding of the proposed Wastewater Improvements Project. Briefly, the items to be presented are:

1. Ordinance Calling for a Sales Tax Election: The Staff will be asking the City Council to pass an ordinance calling for a sales tax election to coincide with the General Election date of Tuesday, November 6, 2001. The purpose of the sales tax will be to pay back bonds related to the construction of the planned wastewater improvements. The intent would be that a new 3/4 cent sales tax would become effective in April of 2002, immediately following the expiration of the existing one cent sales tax currently being collected for construction of the library. The Ordinance will indicate how the tax money would be spent and how long it would be collected.

2. Resolution of Intent: This Resolution of Intent will allow the City to pay itself back out of bond proceeds for engineering expenses and certain other expenses expected between now and the time the bonds are actually issued on the project.

3. Resolution of Signatory Authority: This Resolution is required by the State of Arkansas in connection with our participation in the Revolving Loan Fund. Through this resolution, the Council will designate the Mayor and the Administrative Services Director as the City officials authorized to sign certain agreements on behalf of the City.

A Water and Sewer Committee Meeting is to be held at 7:00 PM on Monday, July 9, 2001 at which the above items will be presented. The purpose of the meeting is allow the Staff to present the three items listed above to the Committee. At the same time we will give the Committee a brief update on the progress of the project, and then the funding options available to the City will be presented in some detail. It is expected that the Water and Sewer Committee will make a recommendation to the full council on each of the items listed above at the Council Agenda Meeting of Tuesday, July 10.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of an ordinance calling for a Special Election to authorize the continuance of a portion of an existing sales & use tax to fund the debt service for the Wastewater Treatment Plant expansion Project.

COST TO CITY:

$12,500 estimated	71,068.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1510-5318-00	30,616.00	City Clerk
Account Number	Funds Used To Date	Program Name
	40,452.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Marsha Feuthing	6/28/01	Nancy Smith	6/28/01
Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of ordinance.

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:

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp special election ordinance agenda request.wpd

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION ON THE QUESTION OF THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED TWENTY-FIVE MILLION DOLLARS ($125,000,000) OF CAPITAL IMPROVEMENT BONDS BY THE CITY FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, EXTENDING, IMPROVING AND EQUIPPING OF WASTEWATER TREATMENT PLANTS, SEWERAGE, AND RELATED FACILITIES; LEVYING A SPECIAL LOCAL SALES AND USE TAX AT THE RATE OF THREE-QUARTERS OF ONE PERCENT (0.75%) WITHIN THE CITY TO BE PLEDGED TO THE PAYMENT OF THE BONDS, WHICH LEVY SHALL CEASE UPON RETIREMENT OF THE BONDS; CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTION OF THE ISSUANCE OF THE BONDS; DEFINING THE TERM "SINGLE TRANSACTION"; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas recognizes and determines there is a great and pressing need to substantially increase the City's wastewater treatment capacity; and

WHEREAS, if the citizens of Fayetteville elect to use a special citywide sale tax to finance this capital improvement, many millions of dollars of financing expense would be saved in comparison with financing this improvement by a large increase in sewer rates for the customers of the Fayetteville wastewater system; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas has determined that there is a great need for additional sources of revenue to finance capital improvements to meet the needs of the residents of the City; and

WHEREAS, Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act of 1985") authorizes the issuance of capital improvement bonds by cities, which bonds may be secured by the pledge of the receipts of the special citywide sales and use tax prescribed by the Local Government Bond Act of 1985; and

WHEREAS, said special citywide sales and use tax is to be levied and collected only on the first $2,500 of each single transaction; and

WHEREAS, an existing citywide sales and use tax is presently being levied pursuant to the Local Government Bond Act at the rate of One Percent (1%), which levy

expires on March 31, 2002; and

WHEREAS, if approved by the electors of Fayetteville the City Council of Fayetteville, Arkansas has determined to issue its capital improvement bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) for the purpose of financing all or a portion of the costs of the acquisition, construction, reconstruction, extending, improving, and equipping of wastewater treatment plants, sewerage and related facilities, which Bonds are to be secured by the pledge of all of the receipts of a three-quarters of one percent (0.75%) special citywide sales and use tax, as authorized by the Local Government Bond Act; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance of the Bonds by the City of Fayetteville, and to define the term "single transaction";

NOW, THEREFORE, BE IT ORDAINED by the City Counsel of the City of Fayetteville, Arkansas:

Section 1. That under the authority of the Local Government Bond Act and subject to the approval by the electors of the City of Fayetteville as provided in Section 3 below, there is hereby authorized the issuance of the City's capital improvement bonds in the aggregate principal amount of not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) (the "Bonds") for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and related facilities (the "Project"). If the issuance of the Bonds is approved by the electors of the City, the Bonds may thereafter be issued in one or more series from time to time in an aggregate principal amount not to exceed the principal amount approved by the City's electors. If approved by the electors of the City and issued, the Bonds shall be secured by a pledge of and a lien upon all of the receipts of a three-quarters of one percent (0.75%) special citywide sales and use tax (the "Sales and Use Tax"), as authorized by the Local Government Bond Act.

Section 2. That under the authority of the Local Government Bond Act and subject to approval by the electors of the City as provided in Section 3 below, there is hereby levied the Sales and Use Tax at the rate of three-quarters of one percent (0.75%) on the gross receipts from the sale at retail within the City of all items which are subject to the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq.*), and an excise (or use) tax on the storage, use, distribution or other consumption within the City of tangible personal property purchased, leased or rented from any retailer outside the State of Arkansas after the effective date of the Sales and Use Tax for storage, use, distribution or other consumption in the City at the

rate of three-quarters of one percent (0.75%) on the sale price of the property or, in the case of leases or rentals, on the lease or rental price, the rate of the use tax to correspond to the rate of the sale tax. The use tax portion of the Sales and Use Tax shall be collected according to the terms of the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq.*). The Sales and Use Tax shall be levied and collected only on the first $2,500 of each "single transaction" (as defined in Section 9 hereof). The levy and collection of the Sales and Use Tax shall commence on April 1, 2002 and shall cease upon retirement of the Bonds.

Section 3. That there be, and there is hereby called, a special election to be held on Tuesday, November 6, 2001, at which election there shall be submitted to the electors of the City the question of the issuance of the Bonds.

Section 4. That the question shall be placed on the ballot for the special election in substantially the following form:

> There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars [$125,000,000] (the "Bonds") pursuant to Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act of 1985") for the purpose of financing all or a portion of the costs of the acquisition, construction, reconstruction, extending, improving and equipping of the Wastewater System Improvement Project which encompasses building and equipping a second wastewater treatment plant, modifying, extending and improving the sewer collection system, reconstruction and improving the current wastewater treatment plant, making land and equipment purchases, procuring construction and professional services, obtaining regulatory approvals and permits, and doing all other necessary things to increase and improve the City of Fayetteville's wastewater treatment capacity and related facilities. If the issuance of the Bonds is approved, the Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of three-quarters of one percent (0.75%) levied pursuant to the Local Government Bond Act (the "Sales and Use Tax"). If the issuance of the Bonds is approved, the levy and collection of the Sales and Use Tax shall commence on April 1, 2002 and shall cease upon retirement of the Bonds.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and other related improvements .....☐

AGAINST the issuance of Bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars [$125,000,000] for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and other related improvements .....☐

Section 5. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Local Government Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in the *Northwest Arkansas Times,* the publication to be not less than ten (10) days prior to the date of the election.

Section 6. That a copy of this Ordinance shall be given to the Washington County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance and a map clearly showing the boundaries of the City shall also be provided to the Director of the Department of Finance and Administration and to the Treasurer of the State of Arkansas as soon as practical.

Section 7. That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in the *Northwest Arkansas Times.* The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 8. That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the levy of the issuance of the Bonds is approved by the electors, to cause the Sales and Use Tax to be collected in

accordance with the Local Government Bond Act, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 9. That, for purposes of the Sales and Use Tax, the term "single transaction" is defined according to the nature of the goods purchased as follows:

A. When two or more devices in which, upon which or by which any person or property is, or may be, transported or drawn, including, but not limited to, on-road vehicles, off-road vehicles or farm vehicles, whether required to be licensed or not, airplanes, water vessels, motor vehicles, non-motorized vehicles and mobile homes, are sold to a person by a seller, each individual unit, whether part of a "fleet" sale or not, shall be treated as a single transaction for the purposes of the Sales and Use Tax;

B. Charges for utility services which are subject to the Sales and Use Tax, and which are furnished on a continuous service basis, whether such services are paid for daily, weekly, monthly or annually, shall be computed in daily increments, and each such daily charge increment shall be considered to be a single transaction for the purposes of the Sales and Use Tax;

C. For sales of building materials and supplies to contractors, builders or other persons, a single transaction, for the purposes of the Sales and Use Tax, shall be deemed to be any single sale which is reflected on a single invoice, receipt or statement, on which an aggregate sales (or use) tax figure has been reported and remitted to the State of Arkansas;

D. When two or more items of major household appliances, commercial appliances, major equipment or machinery are sold, each individual unit shall be treated as a single transaction for the purposes of the Sales and Use Tax; and

E. For groceries, drug items, dry goods and other tangible personal property and/or services not expressly covered in this Section 9, a single transaction, for the purposes of the Sales and Use Tax, shall be deemed to be any single sale which is reflected on a single invoice, receipt or statement, on which an aggregate sales tax figure has been reported and remitted to the State of Arkansas.

Section 10. That Kutak Rock LLP is hereby engaged as Bond Counsel and Stephens Inc. is hereby engaged as Underwriter or Financial Advisor, as appropriate, with respect to the issuance of the Bonds. The fees and expenses of Bond Counsel and the Underwriter shall be a cost of issuance of the Bonds to be paid with Bond proceeds, if allowed.

Section 11. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

(S E A L)

CERTIFICATE

The undersigned, City Clerk of the City of Fayetteville, Arkansas, hereby certifies that the foregoing is a true and perfect copy of an Ordinance adopted at a regular meeting of the City Counsel of the City of Fayetteville, Arkansas, held in Room 219 of the City Administration Building at 6:30 p.m. on July 17, 2001.

DATED: July _____, 2001

_____
Heather Woodruff, City Clerk

RECE
JUL 0 3 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

COST TO CITY:

$Not Applicable		
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	6/28/01 Date	Internal Auditor	6/28/01 Date
City Attorney	6/27/01 Date	ADA Coordinator	Date
Purchasing Officer	6/29/01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution.

Division Head	Date
Department Director	Date
Administrative Services Director	7/2/01 Date
Mayor	7/2/01 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

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STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:
Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

AGENDA SESSION

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY OF FAYETTEVILLE

WHEREAS, the CITY of Fayetteville, Arkansas (the "CITY") desires to obtain financing for the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction, reconstruction, extending, improving and equipping of modifications to the sewer collection system; and, for construction, reconstruction, extending, improving and equipping of improvements to the existing sewer treatment plant; herein after called Project; and

WHEREAS, the CITY does not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the CITY proposes to obtain the necessary funds to accomplish the Project and to pay related expenses from one or both of the following sources:

(a) tax-exempt revenue bonds issued and sold by the Arkansas Development Finance Authority ("ADFA") under the Arkansas Revolving Loan Fund Program, a portion of which proceeds would be loaned to the CITY ("ADFA Bonds"); or

(b) tax-exempt revenue bonds issued by the CITY and sold through an underwriter or to a bank or governmental entity ("CITY Bonds"); and

WHEREAS, the proceeds of ADFA Bonds would be made available to the City through the issuance by the CITY and the sale to ADFA of an evidence of indebtedness of the CITY in the form of a bond; and

WHEREAS, the purpose of this Resolution is for the CITY to declare its "official intent" to reimburse itself for certain preliminary costs (INCURRED by or on behalf of the CITY and related to the Project) pursuant to Section 1.150-2 of

the Regulations of the U.S. Department of treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the CITY's "official intent" to reimburse itself from the proceeds of ADFA Bonds or CITY bonds for preliminary costs of the Project and related expenses advanced by the CITY.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the State's Revolving Loan Fund Program.

PASSED and **APPROVED** this the 17th day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

#1

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY OF FAYETTEVILLE

WHEREAS, the CITY of Fayetteville, Arkansas (the "CITY") desires to obtain all or a portion of the financing for the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction, reconstruction, extending, improving and equipping of modifications to the sewer collection system; and, for construction, reconstruction, extending, improving and equipping of improvements to the existing sewer treatment plant; herein after called Project; and

WHEREAS, the CITY does not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the CITY proposes to obtain all of a portion of the necessary funds to accomplish the Project and to pay related expenses from one or both of the following sources:

(a) tax-exempt revenue bonds issued and sold by the Arkansas Development Finance Authority ("ADFA") under the Arkansas Revolving Loan Fund Program, a portion of which proceeds would be loaned to the CITY ("ADFA Bonds"); or

(b) tax-exempt revenue bonds issued by the CITY and sold through an underwriter or to a bank or governmental entity ("CITY Bonds"); and

WHEREAS, the proceeds of ADFA Bonds would be made available to the City through the issuance by the CITY and the sale to ADFA of an evidence of indebtedness of the CITY in the form of a bond; and

WHEREAS, the maximum principal amount of bonds expected to be issued by the City (not counting a previous issuance of Ten Million Dollars of sewer bonds) is One Hundred and Twenty-Five Million Dollars.

WHEREAS, the purpose of this Resolution is for the CITY to declare its "official intent" to reimburse itself for certain preliminary costs (INCURRED by or on behalf of the CITY and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the CITY's "official intent" to reimburse itself from the proceeds of ADFA Bonds or CITY bonds for preliminary costs of the Project and related expenses advanced by the CITY.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the State's Revolving Loan Fund Program.

PASSED and **APPROVED** this the 17th day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

JUL 05 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution of delegating signatory authority in connection with State Revolving Loan Assistance.

COST TO CITY:

$Not Applicable		
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	6/28/01 Date	Internal Auditor	6/28/01 Date
City Attorney	6/22/01 Date	ADA Coordinator	Date
Purchasing Officer	6/29/01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution.

Division Head	Date
Department Director	Date
Administrative Services Director	7/2/01 Date
Mayor	7/2/01 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

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STAFF REVIEW FORM - Page 2

Description Delegation of Signatory Authority for RLF Meeting Date July 17, 2001

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO.

A RESOLUTION DELEGATING SIGNATORY AUTHORITY IN CONNECTION WITH STATE REVOLVING LOAN FUND ASSISTANCE

WHEREAS, the City of Fayetteville, Arkansas (the "City") deems it necessary and proper to apply for State loan assistance under Title VI of the Water Quality Act of 1987, Public Law 100-4, and the rules and regulations pursuant thereto, in order to fund all or a portion of the costs of the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction and equipping of modifications to the sewer collection system; and, for construction and equipping of improvements to the existing sewer treatment plant; herein after called Project:

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

Section 1. That Dan Coody, Mayor, and Ted Webber, Administrative Services Director, as the Signatory Agents of the City, or the successors of said Signatory Agents, are hereby authorized and directed to make application for assistance with respect to the Project under Public Law 100-4 and the Arkansas Revolving Loan Fund and to sign the acceptance of the loan agreement, when made, and any other documents required to complete the Project, on behalf of the City.

Draft

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the Arkansas Revolving Loan Fund Program.

PASSED AND APPROVED this ____ day of July, 2001.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk
[SEAL]

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AGENDA SESSION FOR CC. 7/17/01

RESOLUTION NO. _____

A RESOLUTION DELEGATING SIGNATORY AUTHORITY IN CONNECTION WITH STATE REVOLVING LOAN FUND ASSISTANCE

WHEREAS, the City of Fayetteville, Arkansas (the "City") deems it necessary and proper to apply for State loan assistance under Title VI of the Water Quality Act of 1987, Public Law 100-4, and the rules and regulations pursuant thereto, in order to fund all or a portion of the costs of the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction, reconstruction, extending, improving and equipping of modifications to the sewer collection system; and, for construction, reconstruction, extending, improving and equipping of improvements to the existing sewer treatment plant; herein after called Project:

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

Section 1. That Dan Coody, Mayor, and Ted Webber, Administrative Services Director, as the Signatory Agents of the City, or the successors of said Signatory Agents, are hereby authorized and directed to make application for assistance with respect to the Project under Public Law 100-4 and the Arkansas Revolving Loan Fund and to sign the acceptance of the loan agreement, when made, and any other documents required to complete the Project, on behalf of the City.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the Arkansas Revolving Loan Fund Program.

PASSED and APPROVED this the 17th day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY

WHEREAS, the CITY of Fayetteville, Arkansas (the "CITY") desires to obtain financing for the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction and equipping of modifications to the sewer collection system; and, for construction and equipping of improvements to the existing sewer treatment plant; herein after called Project; and

WHEREAS, the total costs of the Project, including expenses associated with the financing thereof, are presently estimated to be approximately $120,000,000; and

WHEREAS, the CITY does not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the CITY proposes to obtain the necessary funds to accomplish the Project and to pay related expenses from one or both of the following sources:

Draft

(a) tax-exempt revenue bonds issued and sold by the Arkansas Development Finance Authority ("ADFA") under the Arkansas Revolving Loan Fund Program, a portion of which proceeds would be loaned to the CITY ("ADFA Bonds"); or

(b) tax-exempt revenue bonds issued by the CITY and sold through an underwriter or to a bank or governmental entity ("CITY Bonds"); and

WHEREAS, the total principal amount of CITY Bonds and ADFA Bonds allocated to the Project and related expenses will not exceed $125,000,000; and

WHEREAS, the proceeds of ADFA Bonds would be made available to the CITY through the issuance by the CITY and the sale to ADFA of an evidence of indebtedness of the CITY in the form of a bond; and

WHEREAS, the purpose of this Resolution is for the CITY to declare its "official intent" to reimburse itself for certain preliminary costs (INCURRED by or on behalf of the CITY and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of Treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the CITY's "official intent" to reimburse itself from the proceeds of ADFA Bonds or CITY Bonds for preliminary costs of the Project and related expenses advanced by the CITY.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the State's Revolving Loan Fund Program.

PASSED AND APPROVED this _____ day of July, 2001.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Draft

[SEAL]

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of

FROM:

Sharon Crosson	Parking Management	Utility Services
Name	Division	Department

ACTION REQUIRED:
Information item regarding uniform parking policies for the City of Fayetteville; PHASE I of the downtown municipal parking areas.

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	Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:
Staff requests consideration of the above informational item.

Sharon Crosson 7-2-01
Division Head Date

Cross Reference

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

Prev Ord/Res #:_____

Orig Contract Date:_____

Orig Contract Number:_____

Department Director	Date
Administrative Services Director	Date
Mayor	Date

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Mayor Dan Coody

FROM: Sharon Crosson, Utilities Manager

DATE: July 1, 2001

SUBJECT: **Recommendations for Parking Regulations - Downtown Fayetteville Phase 1**

Please find attached several recommendations for the implementation of a full parking policy for downtown Fayetteville. This is Phase 1 of the policy which will include all of the parking areas from North College Avenue on the east side, Archibald Yell Blvd. on the south side, School Street on the west side, and up to but not including Dickson Street on the north side. Phase 2 of the parking policy will include Dickson Street and surrounding areas, and will be reviewed in conjunction with the Downtown Dickson Enhancement Project (DDEP).

This document is provided as informational only at this point. Upon gathering your comments and suggestions, we will then return to the council with items to be approved either by ordinance or resolution. Some of the regulations recommended must be approved by ordinance, others may be simply be initiated as an in-house policy. The council may choose, however, to approve some policies by resolution in order to reflect the intent of the full council. Some policies should be implemented as internal policies only so that they may be altered from time to time as the needs of the parking customers change with various events and situations. City staff may still present in-house policy changes to the council as informational items and gather their input and suggestions.

Each section of the attached document has been referenced with the appropriate action that would need to be taken to implement the procedure. Upon your request, the appropriate ordinance(s) and resolution(s) will be put on the next agenda for the August 7 council meeting.

Thank you for your consideration.

/slc

Attachment A:	Recommendations for Parking Regulations, Policies and Procedures
Attachment B:	Recommendation to Increase Penalties for Parking Violations
Schedule 1:	Parking Lot Locations; Downtown Fayetteville
Schedule 2:	Parking Lot Spaces; Including Number of Spaces
Schedule 3:	Survey of Empty Parking Spaces; Parking Lots (Off-Street)
Schedule 4:	Survey of Empty Parking Spaces; On-Street Parking

ATTACHMENT A

RECOMMENDATIONS TO PARKING REGULATIONS, POLICIES AND PROCEDURES PHASE 1 - DOWNTOWN FAYETTEVILLE

(Informational Only)

2-HOUR PARKING ZONES

1. Enforce ordinances as they are written.
   The current ordinance (Chapter 72, Section 72.13 states:
   > (B) No person shall park any vehicle in any two-hour parking zone located in the city for longer than two consecutive hours during any four-hour period, except on Sundays or holidays. All such two-hour parking zones shall be designated by signs.

   This means that a customer may not simply move his/her car to another space in the same lot (the square is considered a lot) after every two-hours. I believe that if they arrive at 8:00am, then they must leave the entire lot by 10:00am and cannot return until 12:00pm. The City of Fayetteville has allowed customers to simply move their cars to another space in the past because the City was unable to provide ample parking off-street. With the opening of the Town Center and the reduction of construction workers parking in the downtown area, I feel that we need to begin enforcing this ordinance as it is written.

2. Notify and advertise!
   We need to let citizens know up front what the ordinance states and that we will be enforcing it accordingly. If they have been able to move their cars in the past, then we suddenly do not allow it anymore, we will get a lot of negative feedback and complaints. The City would post the ordinance more prominently on signs within each lot and around the square.

3. Be courteous to our out-of-town visitors that may not be aware of our ordinances.
   We can instruct our parking enforcement officers to notify out-of-town visitors with a courtesy ticket on their windshield. This ticket would not levy a fine, but would give a gentle notification of our parking regulations. The courtesy ticket would also welcome customers to our city, provide some very helpful tourist information (maybe even a map of our downtown businesses), and direct them to the appropriate parking areas depending on the length of their visit.

   The enforcement officers utilize electronic handheld devices that can monitor habitual offenders. So, out-of-town visitors may be greeted in a positive way, then if they continue to overpark, they will then receive a parking violation.

(POLICY - ADOPT POLICY FOR COURTESY TICKETS)

PENALTIES FOR PARKING VIOLATIONS

(Please refer to Attachment B for a full recommendation on penalties for parking violations.)

1. Increase penalties for parking violations so they cost more than the parking programs and more than plugging the meters that are further away. If the average monthly cost of parking violation is not much more than participating in a parking program, then what incentive do citizens have to NOT park on the square? This will also help to promote our parking programs if our programs are their cheapest method of parking. Please refer to addendum for additional information on penalties for parking violations.

(ORDINANCE - AMEND SECTION 72.99 OF CHAPTER 72; PARKING REGULATIONS)

PROMOTE PARKING PROGRAMS

1. Again, increase penalties for parking violations so that getting a parking ticket is much more costly than participating in one of our parking programs. Making people walk an extra block or two to get to work can only be accomplished by making the cost worth their while.

   Currently, a citizens may purchase a hangtag for $30.00 per month. This allows them to park at any long-term meter (Lots 1, 3, 7, 12, 13). Or, they may choose to purchase a parking card for one of the gated lots (lots 5 and 7 are $30.00 per space/month and level 2 of the municipal parking deck is $45.00 per space/month).

2. Lower prices for hangtags in Lot 13 to $25.00 per month. This lot is 2 blocks away from the square and is underutilized.

3. Purchase or lease private lot northwest of Lot 13 and install long-term meters to be used for selling more $25.00 hangtags. (This lot is located on the northwest corner of Block and Spring St.)

4. Lease private lot from Bank of Arkansas on Meadow and install long-term meters to be used for selling $25.00 hangtags.

5. Consider utilizing the "Meter cash keys".
   A. All money is collected in advance
   B. Meter-pass keys can be set up to only work on long-term meters
   C. No quarterly billing hassles
   D. No rummaging for spare change
   E. Less collection of meter money by our staff
   F. No hangtag to remember to display on your rearview mirror
   G. No hangtag to remember to get if you drive a different vehicle one day
   H. You only pay for time you actually park
   I. All of our parking meters are already equipped to accept these cash keys. Additional expense to purchase and implement the windows software is

approximately $1,000.

6. Amend ordinance to allow Mayor to set rates for hangtags and/or gated lots to range from $25.00 to $45.00 per lot, depending on location and utilization of lots, in order to fully promote parking in all available areas.

(ORDINANCE - AMEND SECTION 72.58 OF CHAPTER 72; PARKING REGULATIONS)
(ORDINANCE - ADOPT ORDINANCE FOR SETTING RATES FOR METER CASH KEYS)

TOWN CENTER DECK PARKING

1. The City has volunteered to provide all the bookkeeping and customer services for leasing spaces at the town center. Customers seeking leased parking in the downtown area will normally come to us first anyway. It is much more convenient for our citizens to be able to review and sign-up for all of their parking needs in one centralized location.

2. Requirements for leased parking on the Town Center deck:
   A. The A&P Commission has not yet set a price per leased space; it is anticipated to be set at $50.00 per space.
   B. The Town Center deck will be gated and will accept parking cards and/or cash at $3.00 per entry.
   C. T.C. deck cardholders will be charged quarterly, due in advance, and will be given a parking card that allows access into the deck.
   D. On "event days" where there is a sellout event at the Town Center, deck cardholders will not be allowed to park in the deck. Cardholders will be notified at least 5 days in advance of "event days" and their cards will not allow entry on those days. During these "event days", cardholders must park in designated parking areas as described below:
      a) Lot 1 - Long-term or short-term meters
      b) Lot 7 - Long-term or short-term meters
      c) Lot 12 - Long-term or short-term meters
      d) Lot 13 - Long-term or short-term meters
      e) East Street - Meters on street between Meadow and Dickson St.
      f) Block Street - Meters on street between Meadow and Dickson St.
      g) Mountain Street - Meters on street between School and Church St.
   E. On "event days" when deck cardholders are not allowed in the deck
      a) The customer must display a special hangtag from their rearview mirror that also displays their deck card.
      b) The special hangtag will be provided to the customer at the original time they sign up for T.C. deck parking. These hangtags are clear and have a smaller clear pocket attached to the front for purposes of inserting and displaying the customer's T.C. deck card. This alerts the parking enforcement officers of authorized cardholders and they will not be given a parking ticket on event days.
      c) Upon payment of each quarter, the customer will be given a sticker for their hangtag that has an expiration date at the end of the quarter. This

sticker alerts the parking enforcement officers of active cardholders versus expired ones.

d) Customers with expired cards/hangtags will be given a ticket for overparking.

e) Active cardholders may only avoid a parking violation if they park in the designated parking areas listed above, and only on event days; otherwise, they must pay the meter and/or follow all other regular parking regulations.

3. "Meter cash keys" will be reviewed to determine cost and convenience of utilization. These keys may be used like a "pike-pass", and be given to T.C. deck cardholders to utilize in lieu of the special hangtags.

(POLICY - ADOPT POLICY FOR CARDHOLDERS ON EVENT DAYS)

LEASED SPACES; UNGATED LOTS

During late 1999, City staff met with the developers of the Campbell Bell property. A plan was proposed that some spaces in Lot 1 could be leased in order to promote development of this property (this property on the west side of the square had been vacant for quite some time). This advanced the development of a T.V. enterprise location and some high-end condominiums for personal residences.

The current in-house policy for leasing spaces on ungated lots to private individuals is as follows:

PK-002 Parking Policy - Property Owners West Side of Square; The City may lease parking spaces for one (1) or more years to owners and/or lessees of property located on the west side of the square with leases to be approved by the City Council. In addition, spaces subject to lease have been limited to the 1st row of parking (two cars facing each other). The leases have cancellation provisions and other limitations. Rentals are for $50.00 per month.

1. It is recommended that we limit the lease of these spaces to only the property owners that are directly adjacent to the lot on its east side, and with respect to the number of spaces adjacent to each individual property owner. This would ensure that if a property owner chose to keep some of those spaces available as short-term meters for customers (i.e. Bank of Fayetteville), then another property owner would not be allowed to lease them directly behind the first owner. In addition, residents living on the property should be given first priority.

2. It is also recommended that we do not allow any other private leasing in the vicinity of the square. Customer parking in this area is precious and if customers cannot conveniently visit downtown merchants, then lost revenue for them will result in diminished business profits, lost jobs, and decreased tax revenues.

(POLICY - REVISE CURRENT IN-HOUSE POLICY TO INCLUDE ITEMS 1 AND 2)

CITY OF FAYETTEVILLE EMPLOYEE PARKING

1. Require all city employees to park in designated lots only.
   Adopt a "No Tolerance" policy. City employees must set the example. With the opening of the town center, we will regain parking areas that were previously designated for city employee parking. If the City is going to provide parking for its employees in order to free up downtown parking for customers, then we should ensure they are not allowed to park on the street. Designated employee lots are as follows:
   A. City Lot - Mountain St. - 99 spaces
   B. Building Maintenance Lot - Church St. - 10 spaces
   C. Engineering Lot - Church St. -
   D. Police/Jail Lots - Between Block Ave. and Church St. -
   E. CAT/Blue Bldg. Lots - Rock St. -
   F. ATRS Lot - Block Ave. - 27 spaces
   G. McClinton Lot - 25 spaces

2. Eliminate the Park-N-Ride program and save over $2,400 per month.
   Prior to the construction of the Town Center, the City had an agreement with Clark McClinton to utilize his lot for employee parking (this lot is located on the southwest corner of East and Rock Streets). Once construction began, the contractor was authorized to use this lot for materials storage for the duration of the project. This displaced parking for approximately 25 city employees. It then contributed to a program that was later initiated called the Park-N-Ride program. The PNR program now has 38 employees that park in Lot 56 (next to the Arts Center), and ride the trolley to and from work every day. Employees participating in the PNR program also gain 1 paid day of vacation for every 6 months they participate. This program costs us $1,632 per month to Jones Transportation and another $816 per month in employee time off. After July 31st, we will regain use of the McClinton lot, and we will get back 25 spaces back city employees. We will also regain use of the ATRS lot located on Block Street (17 spaces) and the Williams lot located on Block Street (15 spaces). These lots will afford us the option of canceling the Park-N-Ride program.

(POLICY - ADOPT A "NO TOLERANCE POLICY" FOR CITY EMPLOYEES)

MUNICIPAL PARKING DECK AT HILTON HOTEL

Information:

Level 1 Deck has 89 parking spaces:
   A. Hilton Hotel leases all Level 1 spaces at $45.00/month.
   B. City of Fayetteville receives $48,060 annual revenue.

Level 2 Deck has 88 parking spaces:
   A. City of Fayetteville leases spaces individually at $45.00/month.
   B. There are 86 regular spaces and 3 handicapped spaces (handicapped spaces are provided free to disabled customers).
   C. We have 85 regular spaces leased; $45,900 annual revenue.

Level 3 Deck has 89 parking spaces:

A. Hilton Hotel leases all Level 3 spaces at $30.00/month.
B. City of Fayetteville receives $32,040 annual revenue.

1. Level 2 will soon be undersold. With the quarter ending, and the Town Center deck parking available, we have several parking patrons indicating that they will be canceling their leases on this deck. We need to advertise and promote parking on Level 2.

(NO ACTION REQUIRED - INFORMATIONAL ONLY)

ADOPT A "NO STORAGE" POLICY OR ORDINANCE

1. Do not allow any municipal parking lot or parking deck to be used as a storage facility. At a price of $30 per month, we have citizens purchase a parking card just to store their vehicles. Public parking is too precious to be using as storage. We also have experienced citizens using their parking cards to enter their stored vehicle and then reuse it daily for their every-day parking. This is 2 spaces for the price of one. Conceivably, a cardholder could also allow their card to expire, but already have a vehicle stored in a gated lot, therefore not paying anything for the space. It is recommended to adopt a policy strictly prohibiting use of municipal parking for storage.

(ORDINANCE - ADOPT ORDINANCE PROHIBITING A VEHICLE TO BE PARKED AND ABANDONED FOR 3 OR MORE CONSECUTIVE DAYS ON A MUNICIPAL PARKING LOT; TOWING PROCEDURES)

ADDITIONAL 2-HOUR PARKING METERS NEEDED

1. The City will be installing additional 2-hour parking meters on both sides of Mountain Street from Locust to School Ave. Mountain Street already has on-street meters from the square to locust. The merchants on Mountain Street from Locust to School Ave. are experiencing all-day parkers in front of their businesses. With the new library being built at School and Mountain, we have a need to extend our metering zone down to that point.

(NO ACTION REQUIRED - INFORMATIONAL ONLY)

15-MINUTE PARKING NEEDED ON DICKSON

1. Phase 2 of our parking policy will address parking issues on Dickson Street. However, until DDEP goes forward with their overall plan, it is recommended that the City offer two 15-minute parking spaces on Dickson St. A month ago, we had a business request for 2 spaces in front of their business be designated 15-minute parking. After considering this request, staff felt that we did not want to get into a situation of leasing any parking spaces on Dickson Street. Although, we do feel that there are 2 or 3 businesses along Dickson St. that could greatly benefit by having 15-minute parking. Therefore, it is recommended that we change 2 spaces to 15-minute parking. One could be located on the north side near West Street, and the other could be located on the south side near Locust. This would cover the mostly densely populated area of Dickson St.

We could also provide that this may be removed at any time if we find that these spaces are causing complaints or are not being fully utilized.

(NO ACTION REQUIRED - INFORMATIONAL ONLY)

HABITUAL OFFENDERS

Habitual offenders may be defined as those who park their vehicle in violation of our 2-hour parking zone regulations 5 or more times in the calendar month. All violations over 5 to the same vehicle in a calendar month are considered "supertickets" and are issued at a $25.00 fine. To address this ongoing problem, consider the following 3 options.

1. Continue current procedures: If not paid within 30 days, a summons is issued and turned over to the prosecutor's office. (Only those with a total of 10 or more citations are issued a summons.)

2. Section 72.13 (C)(2) of the Code of Fayetteville provides that the police department is authorized to tow any vehicle parked in violation of the two-hour parking zone five or more times in the calendar month. If the City chose to begin exercising this option, we should extend this authority to the parking enforcement officers.

3. Give them the "boot". Section 72.58 (L) of the Code of Fayetteville authorizes immobilization of illegally parked vehicles. If the City chose to begin using a booting device on habitual offenders, then we should consider using this device on the *chronic* offenders that have numerous unpaid violations, say 15 or more.

(POLICY - ORDINANCE IS ALREADY IN PLACE TO ALLOW ANY OR ALL OF THESE PROCEDURES)

SIGNS FOR MUNICIPAL COURT AND POLICE DEPARTMENT

1. Display signs on College Ave. and on Archibald Yell to assist customers find the Municipal Court and Police buildings.

2. Display signs in municipal lots to assist customers find appropriate parking.

(NO ACTION REQUIRED - INFORMATIONAL ONLY)

ATTACHMENT B

RECOMMENDATION TO INCREASE PENALTIES FOR PARKING VIOLATIONS

(Informational Only)

Now that the Town Center construction is coming to an end and a large number of parking spaces will be freed up, we believe it is time to take a hard look at our parking ticket fines. This recommendation comes to you in conjunction with an overall parking policy for downtown Fayetteville.

Currently, by city ordinance, the penalty for a parking violation is $2.00 if paid before the issuance of a summons, citation, or arrest warrant. After such notice is issued, the violation increases to $5.00. Habitual offenders are recognized with the provision that for each violation in excess of five (5) in any calendar month, the violation shall be $25.00 if paid before the issuance of a summons, citation, or arrest warrant. After such notice is issued for this type of "superticket", the violation increases to $50.00. A $10.00 fine is levied for parking in a no parking zone, and a $25.00 fine is levied for parking in a handicapped parking zone.

Assuming that a downtown employee works 8:00am to 5:00pm, then that employee needs a minimum of 9 hours to park each day. Here are their current parking options:

1. **PARKING PROGRAM**
   - A. Employee may sign up for one of our parking programs (hang tags or gated lots), and park 1 to 3 blocks away from work.
   - B. Location: Lots 1, 3, 5, 7, 12, 13
   - C. Cost: $30/month
2. **MUNICIPAL PARKING DECK AT HILTON**
   - A. Employee may lease a space on 2nd level of the municipal parking deck (covered parking).
   - B. Location: Lot 62
   - C. Cost: $45/month
3. **FEED THE METER**
   - A. Employee can park at a meter 1 to 3 blocks away from work and feed the meter all day long (closer meters are only 2-hour meters so employee must return to feed the meter every 2 hours or less). Long term meters are further away, but the cost is less.
   - B. Location: All metered lots both on-street and off-street.
   - C. Cost: Approx. $45/month (short-term meters are 25 cents/hour; long-term meters are 15 cents/hour)
4. **ACCUMULATE/PAY PARKING VIOLATIONS**
   - A. Employee can park anywhere they want, including right on the square.

B. Location: Park anywhere! (Including square which needs to be available for customers visiting downtown merchants.)
C. Cost: $30 - $60/month (4.00/day; max. 2 parking violations)

The current penalty for a parking violation is not much incentive to get off the street. Nearly all of the downtown merchants we have spoken with wholeheartedly agree that the fines need to be raised and enforced. It is recommended that we follow the City of Little Rock and increase these penalties to $5.00. Then, if it is not paid in 20 days, the fine automatically increases to $25.00 (Little Rock increases theirs to $40.00). The current ordinance would be amended to read as follows:

Chapter 72, Parking Regulations; Section 72.99, Penalties.
(B) The penalty for each violation of &72.13, & 72.57, or & 72.58(J) shall be $5.00 if paid before the 21st day following the date of the violation; on the 21st day, the penalty for each violation shall be $25.00. The penalty for each violation in excess of five (5) in any calendar month shall be $25.00 if paid before the 21st day following the date of the violation; on the 21st day, the penalty for each violation shall be $50.00.

It is also recommended to add to the ordinance the following:
The penalty for parking in a no parking zone shall be $15.00 if paid before the 21st day following the date of the violation; on the 21st day, the penalty for each violation shall be $25.00. The penalty for parking in a handicapped zone shall be $25.00 if paid before the 21st day following the date of the violation; on the 21st day, the penalty for each violation shall be $50.00.

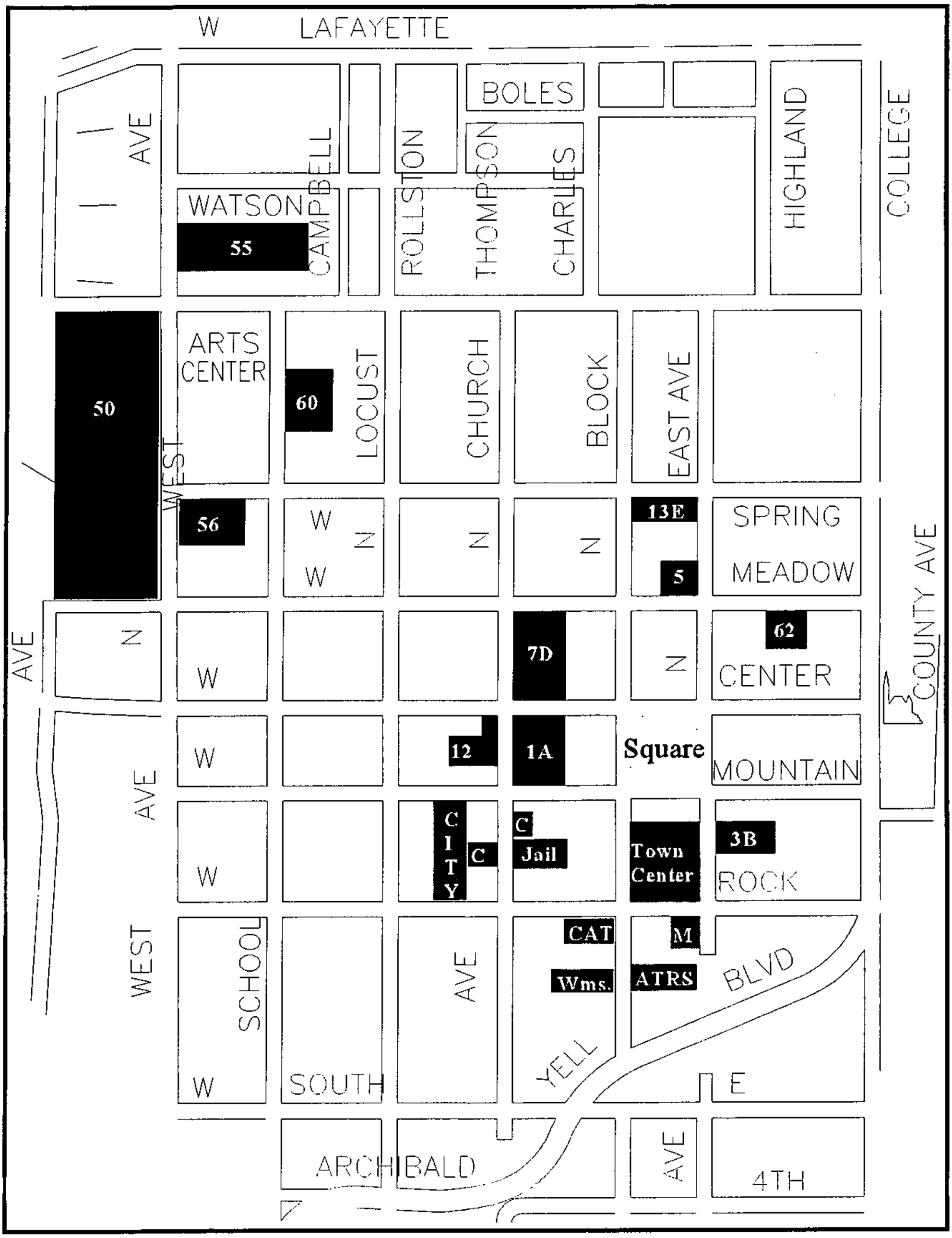
These recommendations are not intended to penalize employees for working downtown, but to encourage employees to utilize our parking programs and free up prime parking spaces for citizens to be able to visit our downtown area. The City of Fayetteville has 7 parking lots situated near the downtown square with over 700 metered or gated parking spaces. These are all off the square and off the streets.

The success and viability of businesses on and around the square are contingent upon the availability of parking spaces for their customers. According to Hyett Palma, a consulting firm out of Alexandria, VA, a prime parking space in a downtown area is worth approximately $150 - $300 in retail sales per day. "Based on this calculation, the cost per year to downtown retailers is a loss of $45,000 - $90,000 per space when downtown business employees park in prime downtown spaces. If only 10% of the City's on-street spaces are taken by downtown employees, this results in lost sales of $1.4 million - $2.8 million annually."

The first step to resolving our parking problems are to get the downtown employees off the free spots on the square. The only way to accomplish this is to encourage participation in our parking programs, and discourage the price of paying a ticket.

SCHEDULE 1

City of Fayetteville - Parking Lot Locations



City of Fayetteville, Arkansas
Schedule of Parking Lot Spaces

Lot Location	Lot No.	Lot Letter	Handicap Spaces	Monthly Lease Spaces	Gated Lease Spaces	Long-term Metered Spaces	Short-term Metered Spaces	Free Spaces	TOTAL SPACES
Church Street - Mountain Street	1	A	2	25		61	23		111
East Avenue - Rock Street	3	B	1			21			22
East Avenue - Meadow Street	5				53				53
Meadow Street - Church Street	7	D	1		65	69	30		165
Center Street - Church Street	12	F				26	1		27
East Avenue - Block Street	13	E	1			35			36
Municipal Parking Deck at Hilton Level 3	62	L3			89				89
Municipal Parking Deck at Hilton Level 2	62	L2	2		86				88
Municipal Parking Deck at Hilton Level 1	62	L1	3		86				89
Downtown Square (2-hour parking)								84	84
West Avenue - Dickson Street	50		8					290	298
Shulertown Lot (2-hour parking)	55		5					116	121
West Avenue - Spring Street (Park-n-Ride)	56		3					62	65
School Avenue - Spring Street	60		3					55	58
TOTALS			29	25	379	212	54	607	1306

Parking Program Participants			No. of Leased Spaces	Long-term Meters Allocated	Annual Revenue	Waiting List	TOTAL SPACES
Church Street - Mountain Street	1	A	25		$15,000		25
East Avenue - Meadow Street	5		58		$20,880	49	58
Meadow Street - Church Street	7	D	85		$30,600	86	85
Municipal Parking Deck at Hilton Level 3	62	L3	89		$32,040		89
Municipal Parking Deck at Hilton Level 2	62	L2	85		$45,900		85
Municipal Parking Deck at Hilton Level 1	62	L1	89		$48,060		89
Hang Tag Customers		HT		98	$35,280		98
TOTALS			431	98	$227,760		529

SCHEDULE 3

Parking Lot Survey

Lot Location	Lot Number	# Spaces	Number of Vacant Spaces				
			03/13/01 Tues. 9:20am	03/13/01 Tues. 3:20pm	03/14/01 Wed. 9:00am	03/14/01 Wed. 3:10pm	03/16/01 Fri. 01:00pm
Employee Lot	City	97	3	5	-2	4	12
Front of PD Bldg - Resv	City	6	0	0	1	1	1
Front of PD Bldg - 15 min.	City	3	1	0	0	0	0
Front of PD Bldg - HC	City	1					
Blue Building - Resv	City	13	4	3	3	7	6
CAT Building - Free	City	5	3	0	1	-1	1
CAT Building - HC	City	1					
Hathaway - Upper level	Leased	37	29	28	22	28	29
Hathaway - Lower level	Leased	27	5	7	6	10	11
Williams, James A	Gravel Lot	18	0	1	0	0	9
Church/Mountain - LT	1A	61	0	5	0	5	0
Church/Mountain - ST	1A	23	10	10	3	0	1
Church/Mountain - HC	1A	2					
Church/Mountain - Leased	1A	25					
East/Rock - LT	3B	21	1	9	1	1	0
East/Rock - HC	3B	1					
East/Meadow - Gated	5	53	20	20	19	24	24
Meadow/Church - ST	7D	30	20	5	24	4	4
Meadow/Church - LT	7D	69	15	7	16	11	10
Meadow/Church - HC	7D	1					
Meadow/Church - Gated	7D	65	17	18	18	12	25
Center/Church - ST	12F	1	0	0	0	0	0
Center/Church - LT	12F	26	0	2	0	1	6
East/Block - LT	13E	35	17	14	18	18	20
East/Block - HC	13E	1					
West/Dickson - Free	50	290					
West/Dickson - HC	50	8					
Shulertown - Free (2-hr zone)	55	116	97	40	99	54	46
Shulertown - HC	55	5					
West/Spring PNR - Free	56	62	21	27	31	38	38
West/Spring PNR - HC	56	3					
School/Spring - Free	60	55	39	42	34	37	38
School/Spring - HC	60	3					
Municipal Deck - Leased	62	266					
Totals:		**1430**	**302**	**243**	**294**	**254**	**281**

HC = Handicapped Spaces
LT = Long-Term Metered Spaces
ST = Short-Term Metererd Spaces

On-Street Parking Survey

SCHEDULE 4

Lot Location	Space Type	# Spaces	Number of Vacant Spaces				
			03/13/01 Tues. 9:20am	03/13/01 Tues. 3:20pm	03/14/01 Wed. 9:20am	03/14/01 Wed. 3:30pm	03/16/01 Fri. 1:00pm
Downtown Square - Free (2-hr)	Timed	72	1	8	9	3	0
Downtown Square - Free	HC	3					
Center (EJ Ball/ Square to Church)	Timed	5	2	2	0	2	0
Center (EJ Ball/ Square to Church)	Metered	8	7	4	4	3	0
Center (EJ Ball/ Square to Church)	HC	1					
Mountain St. (School to Church)	Metered	13	12	9	11	8	9
Mountain St. (Church to Square)	Metered	13	4	1	1	0	1
Mountain St. (Church to Square)	HC	1					
Mountain St. (Square to College)	Metered	30	5	12	3	8	1
Mountain St. (Square to College)	HC	1					
East St. (Rock to Mountain)	Metered	12	0	1	0	3	1
Center St. (College to Square)	Metered	37	7	0	15	12	2
East St. (Square to Meadow)	Metered	9	5	3	3	7	0
East St. (Meadow to Dickson)	Metered	39	24	20	21	21	23
Dickson St. (St. Charles to West)	Metered	27	17	15	23	11	12
Dickson St. (West to University)	Metered	18	8	7	6	9	12
Block Ave. (Dickson to Meadow)	Metered	14	11	14	11	9	14
Block Ave. (Meadow to Square)	Metered	20	1	3	8	4	1
Block Ave. (Mountain to Rock)	Metered	9	1	5	2	0	1
Block Ave. (Rock to Archibald)	Non-Mtrd	10	0	2	1	2	4
Church St. (South to Rock)	Non-Mtrd	9	7	8	2	4	6
Church St. (Rock to Mountain)	Metered	3	0	1	1	1	1
Church St. (PD lot/City row on end	Free	6	4	2	1	4	3
Church St. (Engineering Lot)	Free	6	5	3	6	4	4
Church St. (Engineering Lot)	HC	1					
Rock St. (Church to Block)	Metered	5	2	3	1	2	2
Rock St. (Church to Block)	HC	1					
Totals:		**373**	**123**	**123**	**129**	**117**	**97**

HC = Handicapped Spaces

RESOLUTION NO._____

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

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

WHEREAS, we have a client that is very interested in moving into the Arkansas Business/Technology Park located parallel to 540. The client's intent is to lease a 10,000 square foot building that will ultimately employ approximately 200 employees that will generate $60 million in sales in a two year time frame.

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED

By:_____
Dan Coody, Mayor

ATTEST

By:_____
Heather Woodruff, City Clerk

Fayetteville
CHAMBER OF COMMERCE

July 10, 2001
Our 112th Year

Mr. Bob Davis
Alderman
CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Arkansas Business/Technology Park

Dear Alderman:

Your Fayetteville Industrial Development Corporation is seeking to access additional grant funds from the Economic Development of Arkansas Fund Commission. Thus far, our efforts have brought in $193,460.00 during the term of Mayor Fred Hanna. As the attached application suggests, however, the FIDC is pursuing an additional $1,341,100.

We have a client that is very interested in moving into the Arkansas Business Technology Park located parallel to 540. The clients intent is to lease a 10,000 square foot building that will ultimately employ approximately 200 employees that will generate $60 million in sales in a two year time frame.

In order to have our application considered, it's necessary for the Fayetteville City Council to adopt a resolution authorizing the mayor to sign the necessary documents. Accordingly, you should find a proposed resolution for the Council's consideration. Please get this project placed on the next Council Work Session.

Should you have questions, or if I can be of further assistance to you, please do not hesitate to call.

Sincerely,

Bobby Ferrell

Bobby Ferrell
President/CEO

Enclosure: Proposed Resolution

123 WEST MOUNTAIN • P.O. Box 4216 • FAYETTEVILLE, ARKANSAS 72702-4216 • (501) 521-1710 • FAX (501) 521-1791

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council
Dan Coody, Mayor
Staff

FROM: John Maguire, Economic Development Director

DATE: July 16, 2001

RE: Enclosures Regarding 540 Land also known as
Arkansas Research and Technology

1. 1994 Environmental Project :
City, UA students to Save the Arkansas Darter

2. 1998 Hammer Siler George Associates

3. The Nature Conservancy Report

4. Topo Map and Wetlands as filed with the U. S. Corp of Engineers

Market Potentials, Site Planning, Costing and Cash Flow for Arkansas Research and Technology Park Development

Prepared for:
The City of Fayetteville and
The University of Arkansas
January 1998

Hammer Siler George Associates
EDAW
McClelland Consulting Engineers

Table of Contents

		Page #
I.	Executive Summary	
II.	Assessment of the Research Resource	1
III.	Projected Range of Probable Absorption	13
IV.	Recommended Development Program	24
V.	Location and Site Assessment	26
VI.	Site Planning and Costing	35
VII.	Phase I Financial Costs and Revenues	43
Appendix.	Survey Results	

I. EXECUTIVE SUMMARY

- 1. THE PURPOSE OF THE CONSULTANT WORK IS TO TEST THE FEASIBILITY OF RESEARCH PARK DEVELOPMENT.

- 2. THIS REQUIRES RESEARCH RESOURCE ASSESSMENT, MARKET ANALYSIS, SITE PLANNING, SITE DEVELOPMENT COSTING AND CASH FLOW ANALYSIS.

- 3. THE UNIVERSITY OF ARKANSAS HAS A STRONG RESEARCH PROGRAM WHICH IS GROWING AT AN IMPRESSIVE RATE.

- 4. ENGINEERING, AGRICULTURE AND THE SCIENCES ARE PARTICULAR STRENGTHS OF THE RESEARCH PROGRAM.

- 5. THE UNIVERSITY IS UNDERTAKING IMPORTANT INITIATIVES TO FURTHER BUILD THE RESEARCH AND TECHNOLOGY TRANSFER PROGRAMS.

- 6. POTENTIAL FLOOR SPACE ABSORPTION IN A RESEARCH PARK IN FAYETTEVILLE IS ESTIMATED, BASED ON THE AMOUNT OF RESEARCH AT THE UNIVERSITY AND THE RELATIONSHIP OF THE AMOUNT OF RESEARCH AND THE AMOUNT OF FLOOR SPACE ABSORPTION WHICH HAS BEEN ACHIEVED AT COMPARABLE LAND GRANT UNIVERSITIES WITH RESEARCH PARKS.

- 7. DIRECT, RESEARCH-BASED FLOOR SPACE ABSORPTION AT THE RESEARCH PARK IN FAYETTEVILLE, NAMED THE ARKANSAS RESEARCH AND TECHNOLOGY PARK, WILL BE IN THE 30,000 TO 50,000 SQUARE FEET OF FLOOR AREA RANGE, DURING THE FIRST FIVE YEARS IN WHICH BUILDING SPACE IS AVAILABLE FOR MARKETING. ABSORPTION WILL INCREASE IN SUBSEQUENT FIVE YEAR PERIODS.

- 8. RESEARCH PARKS ALSO ATTRACT OTHER UNIVERSITY, GOVERNMENTAL AND COMPATIBLE PRIVATE BUSINESS USES. IN THE ARKANSAS RESEARCH AND TECHNOLOGY PARK, IT IS ASSUMED THAT THIS ADDITIONAL FLOOR SPACE DEMAND WILL BE ROUGHLY EQUAL TO THE RESEARCH-BASED ABSORPTION.

- 9. THE LOCAL REAL ESTATE MARKET IS STRONG, AND THIS WILL HELP GENERATE ABSORPTION FROM THESE OTHER USES.

- 10. A SURVEY OF 240 BUSINESSES FAMILIAR WITH THE RESEARCH RESOURCES AT THE UNIVERSITY, YIELDED A 15 PERCENT RESPONSE AND STRONG INDICATIONS OF INTEREST IN HAVING A CLOSE RELATIONSHIP WITH THE UNIVERSITY.

- 11. THE PROPOSED RESEARCH PARK SITE IS AT US ROUTE 71 AND STATE ROUTE 112. THE SITE IS CONVENIENT TO THE CAMPUS, OF ADEQUATE SIZE FOR THE EARLY PHASES OF THE PARK AND EXPANSION, WELL SERVED BY EXPRESSWAYS, HAS FIBER OPTIC LINKAGES AND IS NEAR NEEDED SERVICE USES; AND THUS WILL SUPPORT THE DEVELOPMENT OF THE PARK WELL.

- 12. WHEN DEVELOPED TO THE QUALITY STANDARDS SHOWN IN THE SITE PLAN, THE RESEARCH PARK WILL PROVIDE A QUALITY LEVEL OF BUSINESS ENVIRONMENT NOT NOW AVAILABLE, AND WILL MARKET WELL WITH THE EXISTING FAYETTEVILLE INDUSTRIAL PARK.

- 13. THE PROPOSED SITE PLAN WILL CREATE PARCELS OF VARIOUS SIZES TO MEET THE MARKET, PROTECT THE ENVIRONMENT, FACILITATE EFFICIENT INFRASTRUCTURE PHASING AND CONSTRUCTION AND PROVIDE A HIGH AMENITY ENVIRONMENT. THE SITE PLAN IS PRESENTED IN THE REPORT.

- 14. PHASE I SITE DEVELOPMENT COSTS WILL TOTAL $1,314,100, IN CONSTRUCTION COSTS AND $310,800 IN SOFT COSTS . A TOTAL OF $1,918,100 HAD PREVIOUSLY BEEN SPENT ON THE PURCHASE OF THE LAND AND THE INSTALLATION OF FIBER OPTIC LINKAGES.

- 15. THE ESTIMATED TOTAL SITE IMPROVEMENT CONSTRUCTION COSTS FOR THE FIVE PHASE DEVELOPMENT WILL BE $9,214,100.

- 16. PHASE I SITE IMPROVEMENT CONSTRUCTION AND RELATED SOFT COSTS WILL TOTAL $1,516,240, AND LAND SALES REVENUES FOR PHASE I WILL BE $1,808,200.

- 17. IN PHASE I, THE COSTS WILL BE GREATEST IN THE EARLY YEARS WHEN THE INFRASTRUCTURE IS BEING INSTALLED, AND MUCH OF THE LAND SALE REVENUES WILL COME IN THE LATER YEARS. THIS WILL RESULT IN A MAXIMUM NEGATIVE CUMULATIVE CASH FLOW OF $956,100 FROM THESE SOURCES.

- 18. THE UNIVERSITY, THE CITY, THE CHAMBER AND THE STATE WILL MAKE A STRONG PARTNERSHIP TO MAKE THIS PROJECT A SUCCESS.

II. ASSESSMENT OF THE RESEARCH RESOURCE

Trends in U of Arkansas R&D Expenditures (Table1)

- R&D Expenditures at Arkansas Increased by Almost 42% from 1991 to 1994, Led by Agriculture and Engineering
- External+Internal Expenditures totaled $57.8 million in 1994
- Ag. R&D Spending Increased by 53 Percent from '91 to '94
- Engineering R&D Spending Increased by 79 Percent
- Other R&D Spending Increased by Two Percent

Table 1. UNIVERSITY OF ARKANSAS RESEARCH AND DEVELOPMENT EXPENDITURES, 1991, 1992, 1993, 1994

	Expenditures in Thousands of Dollars				1991-1994 Change	
Discipline	**1991**	**1992**	**1993**	**1994**	**Amount**	**Percent**
Agriculture	$22,997	$24,867	$35,160	$35,176	$12,179	53.0%
Engineering	$5,710	$7,981	$8,733	$10,220	$4,510	79.0%
Other	$12,124	$11,920	$14,432	$12,419	$295	2.4%
Total	**$40,831**	**$44,768**	**$58,325**	**$57,815**	**$16,984**	**41.6%**

Note: Includes all internal and external R&D expenditures as compiled by the National Science Foundation.

Sources: National Science Foundation and Hammer, Siler, George Associates.

U of Arkansas Research by Source and Program (Tables 2,3)

- Among External, Non-Ag. Awards, Federal Sources Account for 59%; Major Awards from Defense and Education
- State of Arkansas Accounts for 33%; Corporate is 4%
- External R&D Funding Totals $43.4 million, Most from Federal Sources
- Agricultural, Food and Life Sciences Receives $16.8 Million, or about 39% of Arkansas R&D

Table 2. UNIVERSITY OR ARKANSAS AWARDS FOR NON-AG RESEARCH AND SPONSORED PROGRAMS BY SPONSOR TYPE, 1995

Source	Dollar Amount	Percent
Federal/Other State Government		
Department of Energy	$273,000	1.0%
Department of the Interior	$786,000	2.9%
Department of Defense	$3,782,000	13.7%
Department of Health and Human Services	$1,433,000	5.2%
Department of Agriculture	$16,000	0.1%
Department of Education	$3,776,000	13.7%
Department of Commerce	$1,023,000	3.7%
Department of Transportation	$1,000,000	3.6%
National Science Foundation	$2,345,000	8.5%
Tennessee Valley Foundation	$13,000	0.0%
Agency for International Development	$18,000	0.1%
National Aeronautics and Space Admin	$181,000	0.7%
Enivironmental Protection Agency	$45,000	0.2%
National Endowment for the Humanities	$261,000	0.9%
Corporation for Public Broadcasting	$106,000	0.4%
US Postal Service	$980,000	3.6%
Other State Governments	$183,000	0.7%
Subtotal	$16,221,000	59.0%
Arkansas State Government		
Department of Higher Education	$1,039,000	3.8%
Department of Health	$45,000	0.2%
Department of Education	$1,063,000	3.9%
Department of Human Services	$3,408,000	12.4%
Department of Pollution Control/Ecology	$84,000	0.3%
Highway and Transportation Department	$984,000	3.6%
AR Energy Office	$10,000	0.0%
AR Science and Technology Authority	$764,000	2.8%
AR Game and Fish Commission	$303,000	1.1%
AR Early Childhood Commission	$15,000	0.1%
AR Soil and Water Conservation Commission	$1,154,000	4.2%
AR State Plant Board	$133,000	0.5%
AR Space Grant Consortium	$24,000	0.1%
AR Arts/Humanities Councils	$14,000	0.1%
AR State Parks	$11,000	0.0%
Subtotal	$9,051,000	32.9%
Private Sources		
Foundation/Non-Profit	$726,000	2.6%
Corporate	$1,072,000	3.9%
Institution/Other	$444,000	1.6%
Subtotal	$2,242,000	8.1%
Total Non-Agriculture	$27,514,000	100.0%

Notes: Individual grant amounts have been rounded. Total reflects rounding of individual grant amounts. Institution includes both public and private educational institutions. Does not include Division of Agriculture award activity.

Sources: University of Arkansas and Hammer, Siler, George Associates.

Table 3. UNIVERSITY OF ARKANSAS AWARDS FOR RESEARCH AND SPONSORED PROGRAMS BY PROGRAM AREA, FISCAL YEAR 1995

Program Area	Source			Total
	Federal	State	Other	
Agricultural, Food and Life Sciences	$9,967,700	$810,900	$6,066,300	$16,844,900
Arts & Sciences	4,708,400	5,224,000	571,000	10,503,400
Business Administrations	275,500	229,900	26,600	532,000
Education	3,156,000	1,569,500	32,900	4,758,400
Engineering	3,590,100	753,000	584,400	4,927,500
HIDEC	2,398,500	0	171,300	2,569,800
Other Interdisciplinary Programs	407,100	97,500	15,000	519,600
Other	1,400,800	1,158,000	194,200	2,753,000
Total	**$25,904,100**	**$9,842,800**	**$7,661,700**	**$43,408,600**

Notes: Other includes Administration, Student Services and the Law School.
Totals reflect rounding of dollar awards by source.
Includes all Division of Agriculture awards.

Sources: University of Arkansas and Arkansas Experiment Station.

Table 4. MAJOR RESEARCH AWARDS, UNIVERSITY of ARKANSAS, 1994-1995

HIDEC	$2,600,000
Ark. Tech Trans Center	1,300,000
Ark Neuro Center	80,000
Non Androgenic Reg/	125,000
Cotton Prodtn Bmp Impacts	298,000
Somatic Genetic Instability	177,000
Peptide Transport Systems	100,000
Dimorphism Genes of Candida Albicans	95,000
Gas Electron Diffraction	117,000
Ion Transport Through Membrane Channels	127,000

Table 4. MAJOR AWARDS (cont.)

- Electron Transfer 211,000
- Non Linear Optical Materials 208,000
- Real Time Sensing of Composite Material Stress 120,000
- Quantum Coherence in Multi-Level Media 298,000
- Low Cost Multi-Chip Module Manufacture 1,287,000
- Poultry Science 1,900,000
- Ground/Surface Waters Pesticide Contamination 284,000

Comparable University Research (Tables 6,7)

- U of Arkansas is 9th out of 10 Comparable Universities in Total Research Expenditures
- Arkansas Receives the Smallest Share from Federal Sources; But the Highest Share from State Government; and Second Highest Share from Industry
- Arkansas has the Highest Overall R&D Expenditure Growth Among the 10 Comparables
- Arkansas was Highest in Growth for Engineering R&D and Second for Ag. R&D

Table 6. R & D EXPENDITURES AT COMPARABLE LAND GRANT INSTITUTIONS WITH DEVELOPING RESEARCH PARKS, FY94

		Sources of Funding				
Institution	Total	Federal Government	State/Local Government	Private Industry	Instutional	Other
Dollar Amount						
University of Wisconsin	$392,718	$225,403	$61,099	$13,729	$51,534	$40,953
Texas A&M	$355,750	$136,942	$82,353	$28,576	$100,496	$7,383
NC State University	$173,407	$69,608	$61,700	$22,101	$18,289	$1,709
Iowa State University	$155,982	$56,439	$42,811	$8,185	$43,601	$4,946
VA Polytechnical Inst	$148,313	$73,490	$33,147	$12,580	$25,593	$3,503
Washington State Univ.	$94,632	$43,354	$6,698	$7,988	$27,684	$8,908
Arizona State University	$62,563	$30,699	$997	$5,780	$23,137	$1,950
University of Arkansas	***$57,815***	***$16,040***	***$22,672***	***$5,605***	***$11,531***	***$1,967***
University of Delaware	$50,734	$26,250	$2,180	$4,117	$13,946	$4,241
Percent of Total						
University of Wisconsin	100%	57%	16%	3%	13%	10%
Texas A&M	100%	38%	23%	8%	28%	2%
NC State University	100%	40%	36%	13%	11%	1%
Iowa State University	100%	36%	27%	5%	28%	3%
VA Polytechnical Inst	100%	50%	22%	8%	17%	2%
Washington State Univ.	100%	46%	7%	8%	29%	9%
Arizona State University	100%	49%	2%	9%	37%	3%
University of Arkansas	***100%***	***28%***	***39%***	***10%***	***20%***	***3%***
University of Delaware	100%	52%	4%	8%	27%	8%

Note: Total R&D expenditures as compiled through surveys by the National Science Foundation.

Sources: National Science Foundation/SRS and Hammer, Siler, George Associates.

Table 7. TOTAL AND FEDERAL R&D EXPENDITURES BY SELECTED DISCIPLINES AMONG COMPARABLE INSTITUTIONS, FY91 AND FY94

	Expenditures in Thousands					
	Total			Federal		
Institution	FY91$	FY94$	% Change	FY91$	FY94$	% Change
All Disciplines						
University of Arkansas	***$40,831***	***$57,815***	***41.6%***	***$12,371***	***$16,040***	***29.7%***
Washington State Univ.	$75,244	$94,166	25.1%	$32,257	$45,513	41.1%
Texas A&M	$288,005	$355,750	23.5%	$97,727	$136,942	40.1%
NC State University	$142,606	$173,407	21.6%	$46,894	$69,608	48.4%
University of Wisconsin	$326,489	$392,718	20.3%	$183,652	$225,403	22.7%
VA Polytechnical Inst	$125,256	$148,313	18.4%	$47,866	$73,490	53.5%
Iowa State University	$134,657	$155,982	15.8%	$42,793	$56,439	31.9%
University of Delaware	$44,696	$50,734	13.5%	$20,053	$26,250	30.9%
Arizona State University	$63,489	$62,563	-1.5%	$26,246	$30,699	17.0%
Agricultural Sciences						
Arizona State University	$158	$1,183	648.7%	$65	$85	30.8%
University of Arkansas	***$22,997***	***$35,176***	***53.0%***	***$7,158***	***$8,202***	***14.6%***
Texas A&M	$40,244	$55,362	37.6%	$6,065	$10,955	80.6%
Iowa State University	$25,216	$32,919	30.5%	$8,558	$10,219	19.4%
University of Delaware	$9,309	$11,378	22.2%	$1,398	$2,201	57.4%
NC State University	$37,659	$45,258	20.2%	$7,797	$12,641	62.1%
VA Polytechnical Inst	$35,933	$41,310	15.0%	$7,011	$10,073	43.7%
University of Wisconsin	$23,154	$25,999	12.3%	$8,269	$7,709	-6.8%
Washington State Univ.	$24,581	$23,735	-3.4%	$8,082	$6,864	-15.1%
Engineering						
University of Arkansas	***$5,710***	***$10,220***	***79.0%***	***$2,457***	***$3,675***	***49.6%***
Washington State Univ.	$6,792	$9,185	35.2%	$2,774	$5,575	101.0%
NC State University	$46,343	$58,871	27.0%	$17,192	$26,734	55.5%
University of Wisconsin	$43,341	$55,021	26.9%	$25,715	$34,375	33.7%
Texas A&M	$65,627	$82,565	25.8%	$12,826	$22,788	77.7%
Iowa State University	$36,768	$44,152	20.1%	$12,747	$20,444	60.4%
University of Delaware	$12,528	$14,668	17.1%	$4,561	$6,926	51.9%
Arizona State University	$20,129	$19,555	-2.9%	$5,400	$6,637	22.9%
VA Polytechnical Inst	$48,407	$43,623	-9.9%	$24,273	$21,304	-12.2%

Note: Includes internal and external R&D expenditures, as compiled by the National Science Foundation.

Sources: National Science Foundation and Hammer, Siler, George Associates.

Important University Initiatives

- Increasing Research Funding Emphasis in Faculty Recruitment
- Aggressive Business School Role in Entrepreneurial and Small Business Development
- Incubator Expansion and Aesthetic and Functional Upgrading of the Engineering Research Center
- More Extensive Use of College and Departmental Councils

Important University Initiatives (cont.)

- Poultry Science Center
- Energized Other Animal Science Research Funding Efforts
- Coordination and More Effective Industry Marketing of Materials Handling Programs
- Increased Emphasis on Joint University/Private Industry Research Proposals and Efforts

III. PROJECTED RANGE OF PROBABLE ABSORPTION

Floor Space Absorption Methodology

- Calculate comparable park floor space absorption experience
- Relate absorption by type to funded research of that type and calculate ratios
- Apply the ratios to Arkansas research funding and calculate absorption by type
- Combine these into total technology-based absorption estimates

Table 8. TOTAL AGRICULTURAL SCIENCE AND ENGINEERING-RELATED ABSORPTION AT COMPARABLE RESEARCH PARKS

	Total Agriculture-Based Absorption (Sq. Ft.)	Total Engineering-Based Absorption (Sq. Ft.)	All Technology-Based Absorption (Sq. Ft.)
NC State University 1/	40,000	70,000	270,000
VA Polytechnical Inst	22,000	19,700	191,000
Iowa State University	43,600	61,000	145,000
Washington State Univ	12,300	10,200	50,000
University of Delaware	10,800	30,000	50,000

Note: Includes 3 pre-leased buildings scheduled for opening in 1996.

Sources: Research parks and Hammer, Siler, George Associates.

Table 9. ANNUAL TECHNOLOGY-BASED ABSORPTION PER MILLION DOLLARS RESEARCH FUNDING AT COMPARABLE RESEARCH PARKS

	Annual Technology-Based Absorption (Sq. Ft.)	1994 R&D Funding (In Millions)	Annual Absorption Per Million Dollars of Research (Sq. Ft.)
University of Delaware	12,500	$51	246
VA Polytechnical Inst	20,600	$148	139
NC State University 1/	27,000	$173	156
Iowa State University	16,100	$156	103
Washington State Univ	7,100	$94	75

Note: Includes 3 pre-leased buildings scheduled for completion in 1996.
R&D Funding is total internal and external expenditures as determined by NSF.

Sources: National Science Foundation (NSF), research parks and Hammer, Siler, George Associates.

Table 10. ANNUAL AGRICULTURAL R&D ABSORPTION PER MILLION DOLLARS OF AG RESEARCH FUNDING AT COMPARABLE RESEARCH PARKS

	Annual Agricultural-Based Absorption (Sq. Ft.)	Agricultural Sciences R&D Funding (In Millions)	Annual Absorption Per Million Dollars of Research (Sq. Ft.)
University of Delaware	2,200	$11	193
Iowa State University	4,800	$33	146
Washington State Univ	1,800	$24	76
VA Polytechnical Inst	2,000	$41	48
NC State University 1/	4,000	$45	88

1/ NC State University has a 60,000 SF Bio-Ag research building under development. Two-thirds of this space is estimated to be pre-leased.

Sources: National Science Foundation (NSF), research parks and Hammer, Siler, George Associates.

Table 11. ANNUAL ENGINEERING R&D ABSORPTION PER MILLION DOLLARS OF ENG. RESEARCH FUNDING AT COMPARABLE RESEARCH PARKS

	Annual Engineering-Based Absorption (Sq. Ft.)	Engineering R&D Funding (In Millions)	Annual Absorption Per Million Dollars of Research (Sq. Ft.)
University of Delaware	6,000	$15	409
Washington State Univ	1,500	$9	163
Iowa State University	6,800	$44	154
NC State University 1/	7,000	$59	119
VA Polytechnical Inst	1,800	$44	41

1/ Computer Sciences are.not included in VA Tech Engineering absorption.

Sources: National Science Foundation (NSF), research parks and Hammer, Siler, George Associates.

Table 12. ANNUAL R&D ABSORPTION FOR OTHER DISCIPLINES PER MILLION DOLLARS OF OTHER RESEARCH FUNDING AT COMPARABLE RESEARCH PARKS

	Annual Other Research-Related Absorption (Sq. Ft.)	Other R&D Funding (In Millions)	Annual Absorption Per Million Dollars of Research (Sq. Ft.)
University of Delaware	4,300	$25	174
Washington State Univ	3,800	$61	62
Iowa State University	4,500	$79	57
NC State University 1/	12,000	$69	173
VA Polytechnical Inst	16,800	$63	265

Notes: Other absorption includes all non-agriculture, non-engineering-related technology-based absorption.

Sources: National Science Foundation (NSF), research parks and Hammer, Siler, George Associates.

Table 13. UNIVERSITY OF ARKANSAS RESEARCH PARK ABSORPTION RANGE, BASED ON COMPARABLE UNIVERSITY RESEARCH AND TECHNOLOGY PARKS

Discipline/ Comparable Research Park	Annual Absorption Per $Million (Square Feet)	U Arkansas Research Funding in $Thousands	Arkansas Research Park Annual Absorption
Agricultural-Related		$35,176	
Washington State	76		2,673
Iowa State	146		5,136
Delaware	154		5,431
NC State	80		2,818
Virginia Tech	48		1,688
Engineering-Related		$10,220	
Washington State	163		1,666
Iowa State	154		1,584
Delaware	327		3,344
NC State	107		1,095
Virginia Tech	41		419
Other		$12,419	
Washington State	62		770
Iowa State	57		708
Delaware	139		1,726
NC State	156		1,937
Virginia Tech	265		3,291
Total		$57,815	
Washington State			5,109
Iowa State			7,418
Delaware			10,501
NC State			5,850
Virginia Tech			5,398

Notes: NC State absorption adjusted down by 10 percent to account for proximity to the Research Triangle.
Delaware absorption adjusted down by 20 percent to account for major corporate anchor tenant advantage.
Research "funding" used in the forecast process in 1994 R&D expenditures as determined by the National Science Foundation.

Source: Hammer, Siler, George Associates.

Projected Research-Related Absorption

- Table 13 Shows Total Research-Related Absorption Falls in Probable Range of 25,000 to 50,000 Sq. Ft of Floor Area in First 5 Years.
- Engineering, Agricultural and Other Research-Related Uses Will All be Important to the Success of the Park's Marketing.
- Experience in Parks Shows that Absorption in the Subsequent Five Year Periods, When the Park Is Established, Is Stronger.
- Research Park Marketing also Derives Success From Non-Research-Related Tenants Attracted to the Research and Quality Environment.
- University Facilities Play a Key Role in Many Successful Parks.
- Federal, State and Local Research Facilities Have also been Important to Many Parks.

Overview of Total Use Mix at Comparable Research Parks

- From 40 to 60 Percent of Private Space in Direct Research-Related
- Computer Software, Consulting, Communications Services, Medical, Financial and Business Services
- Non Profits
- University Contractors
- Day Care; Other Employee Services
- Broader Tenant Target Base Results in Stronger Market Response
- Strengthens the Total Economic Development Marketing Effort by Providing Quality Environment
- Increases the Effectiveness of Broker Participation

Overview of Local Development Market

- Northwest Arkansas One of Hottest Growth Markets
- University, Existing and Protected Quality of Life
- Continued Growth by Major Firms
- Productive Labor Force

Overview of Local Development Market (cont.)

- Major Industrial Firm Growth and Physical Expansion
- Small Industrial Firm Growth
- Local Population Serving Business Growth
- Importing Labor to Serve Growth
- Housing Production Strong, Responding to In-migration
- Popular Price Emphasis

Overview of Local Development Market (cont.)

- Area Retail Expanding, Diversifying
- Downtown Working Hard, Healthy
- Substantial Fringe Construction
- Strong Genesis Incubator Program
- Very Little Research and Technology-Compatible Space
- Retards Business Growth of Incubator Graduates and Other Start-Up Firms
- But Also Means There Is Little Competition for the Research-Based Demand: The Focus of the Park
- Large, Growing or Relocating Firms Often Seek Free-Standing Facility/Site

Final Projected Absorption Range

- First 5-Year Private, Research-Related Tenancy in 30,000 - 50,000 Sq. Ft Range
- Second and Third 5-Year Absorption Should Exceed First 5-year Absorption
- Similar Absorption from Other Traditional Research Park Uses, i.e.: Professional, Financial, and Business Services; Non Profits; University Contractors, etc.
- University Should Locate New Facilities in the Park, When Needed
- There Will also be Market Potential for Residential, Retail and Service Uses.

IV. RECOMMENDED DEVELOPMENT PROGRAM

Proposed Approach to Development Programs

- Research-Based Development As Foundation
- Research-Related and Total Quality Business Focus

Research-Related and Total Quality Business Focus

- Broader, Traditional Research Park Use Mix
- University and Private Anchor Facilities Still Important
- Quality Environment Essential
- Greater Total and Early Project Success
- Ten to Fifteen Percent Gross Coverage
- Recommended 200 Acre Project Size
- 70 Acres of Research-Related
- 90 Acres of Business Park Uses
- 20 Acres of University, State and Federal
- 20 Acres of Supporting Services

V. LOCATION AND SITE ASSESSMENT

Introduction

- Other Park Experience as Yardstick
- Review of Existing Materials

Proximity of University Research

- Travel Time Important to Accessing "Value Added"
  - Researchers
  - Equipment
  - Facilities and Services
  - Student Employees
- Walking Distance Ideal
- Successful Parks at Comparable Distances
- ERC/Genesis Link to Benefit from Improvements
- Proposed Location Meets the Test

Size of Parcel

- Successful Parks of Many Sizes
  - Availability
  - Tightness of Focus
- Over 250 Acres Best Accommodates Cost Effective Development
- Diversified Parks Start Fastest
- Land Reserve Strategy Important
- Proposed Site Meets the Test

Adjacent Uses, Expansion Potential, Road Exposure and Image

- Sites With Good Present Visual Exposure Seem Limited
- Some Portal Conflicting Uses
- Need to Protect Rt. 112 Frontage
- And Reinforce With Screening and Approach and Portal Signage

Proximity to Supporting Uses

- Important Tenant Attraction Factor
- In Early Years Lack Market Support for Captive Uses
- US 62/US 71 Interchange With Full Service
- Others Proximate
- Reasonably Well Meets the Need

Physical Characteristics Supporting Efficient Development

- Review of Available Materials
- Soils, Drainage and Environmental Issues Seem Resolved
- Should Support Cost Effective Development

Special Capabilities and Anchors

- Important Fiber Optic Linkages
- Federal Anchor: Need to Work With Delegation
- Corporate Anchor: State Incentive Package Key
- University Anchor: Important ERC/Genesis Role and Lobby for on-Site University Facility

Total Economic Development Land Resource Offering

- Operating Environment Quality Not Now Offered
- Fayetteville Park Tuned to Heavy Industry
- Important Business As Well As Research Role
- Two Parks Combine to Make Strong Offering

Summary: Location and Site Assessment

- Proposed Property Meets Research Park Needs
- Vicinity Needs to be Polished and Focused
- Expansion Strategy Recommended

VI. SITE PLANNING AND COSTING

Objectives of the Site Planning

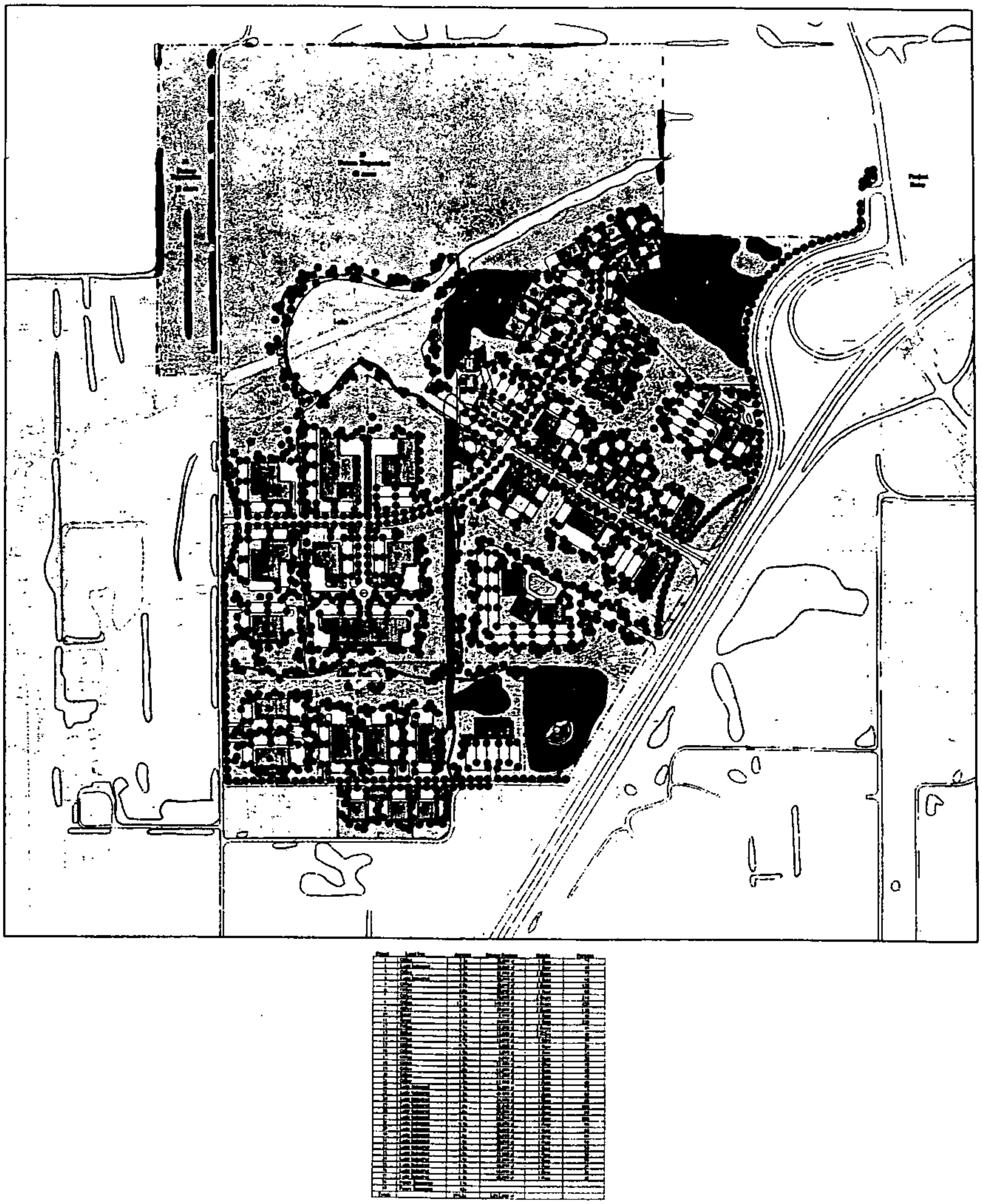
- Create parcels of various marketable sizes with a number visible from major roads and expressways
- Protect the environment and take advantage of site features to create amenity
- Create a plan which can be efficiently served by streets, utilities and other infrastructure and makes maximum use of existing capacity
- Create a plan that can be phased so that infrastructure dollars are only spent in close anticipation of market absorption

Objectives of Site Planning (cont.)

- Create a central amenity pond for aesthetics and storm water management
- Identify a high amenity location for a project-serving retail and service center in later project phases
- Preserve existing trees and the hedge row to define and enhance the various uses
- Minimize the amount of new streets required to access parcels

THE OVERALL SITE PLAN

Hammer Siler George Associates



FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS
SCALE: 1" = 200'-0"
FEBRUARY 1997

RESEARCH & TECHNOLOGY PARK

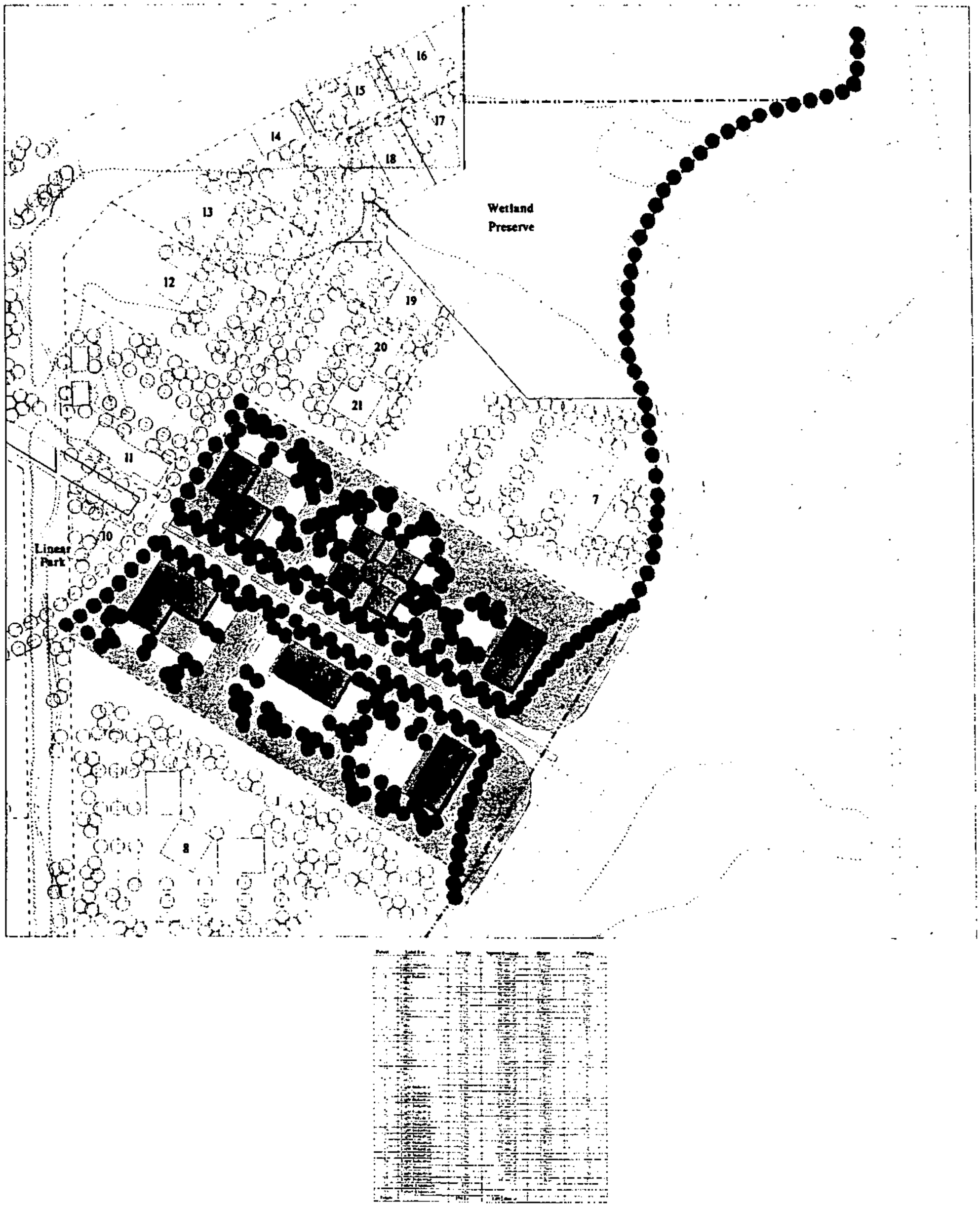
SITE PLAN

HAMMER SILER GEORGE: MARKET ANALYST
EDAW: LAND PLANNER
MCCLLELAND CONSULTING ENGINEERS: ENGINEER

Objectives of the Site Plan

First Phase Features

- Create an impressive entrance and a formal boulevard to initially portray the larger scale of the full project.
- Locate parking to the rear of buildings to project the image of a quality park
- Effectively and generously use landscaping for screening, edge definition and tree canopy over roadways
- Design buildings to be flexible and phased in construction with the market
- Flexibility to combine parcels if that better meets the needs of a specific large tenant



FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS
SCALE: 1" = 100'-0"
FEBRUARY 1997

RESEARCH & TECHNOLOGY PARK

PHASE I SITE PLAN

HAMMER SILER GEORGE: MARKET ANALYST
EDAW: LAND PLANNER
MCCLLELAND CONSULTING ENGINEERS: ENGINEER

Site Development Costs

- I. Expenditure to date:

Land Acquisition	$1,308,100
Fiber Optics Installation	$ 610,000
Total	$1,918,100

- II. Estimated Costs of Development (Infrastructure)

Phase I: (See next table)	$1,314,100
Phase II: Add southbound off-ramp with overpass. Relocate Frontage Road entrance and widen to 4 lanes. Acquire Daugherty Property.	$2,750,000
Phase III: Complete street network within the Park and add water and sewer..	$1,250,000

Site Development Costs (cont.)

Phase IV: Construct a boulevard from Truckers' Lane to connect with the boulevard constructed in Phase I. Acquire ABF property.	$2,600,000
Phase V: Improve Deane Solomon Road from Park entrance to Mount Comfort Road and Mount Comfort Road to Highway 71 interchange	$1,300,000
Total Estimated Cost	**$9,214,100**

VII. Phase I Financial Costs and Revenues

FAYETTEVILLE RESEARCH & TECHNOLOGY PARK
PHASE I CONSTRUCTION

COST ESTIMATE
(Including 20% Contingency)
September 10, 1997

SEWER FACILITIES

New Pump Station	100-150 gpm Capacity	$50,000
10-inch Gravity Line	2100 LF	$57,400
8-inch Gravity Line	3500 LF	$75,600
4-inch Gravity Line	3200 LF	$46,000
16-inch Hwy 71 Boring	1 EA	$30,000
Manholes	14 EA	$25,200
	Subtotal	$284,200

WATER LINE

12-inch Line	4500 LF	$157,200
8-inch Line	0 LF	$0
Fire Hydrants	6 EA	$14,400
8 & 12-inch Valves	10 EA	$14,700
	Subtotal	$186,300

STREETS

Tech Park Boulevard	2-24 Ft. Lanes w/Median	$638,400
Street (West End)	31 Ft. Back to Back width	$232,200
	Subtotal	$870,600

Phase I Construction Total	**$1,341,100**

Source: McClelland Consulting Engineers, Inc.

Note: Does not include design and construction services fees.

Phase I Land Sales Revenue

Parcel	Price/ft2	Area/ft2	Revenue	Project Year
1	$1.25	152,460	$190,575	1
2	$1.00	152,460	$152,460	1
3	$1.25	152,460	$190,575	4
4	$1.00	152,460	$152,460	4
5	$1.30	172,240	$223,912	7
6	$1.30	172,240	$223,912	6
7	$1.20	392,040	$470,450	5
29	$1.20	169,880	$203,856	7
Phase I Total		1,516,240	$1,808,200	

Note: 1) Land sales pace required to meet market absorption potential. 2) Dollar figures in constant 1997 dollars.

Building Site Development and Marketing

Phase I Costs and Revenues

Infrastructure Costs	$1,341,100
Soft Costs	$310,800
Subtotal	$1,651,900
Land Sales Revenues	$1,808,200

Note: Does not include sunk costs of land acqusition and installation of fiber.

Arkansas Research and Technology Park
Phase I Site Development Costs and Sales Revenue

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Construction	747,000	-	383,000	-	66,000	-	145,100
Soft Costs	104,300	19,000	45,800	32,000	34,600	28,000	47,100
Total Costs	851,300	19,000	428,800	32,000	100,600	28,000	192,200
Land Sales Revenue	343,035	0	0	343,035	470,450	223,912	427,768
Annual Cash Revenue	(508,265)	(19,000)	(428,800)	311,035	369,850	195,912	235,568
Cumulative Cash Flow	(508,300)	(527,300)	(956,100)	(645,065)	(275,215)	(79,303)	156,265

Notes: 1) Assumes pay as you go financing.
2) Assumes Chamber handles sales.

Source: Hammer, Siler, George Associates

Appendix
Survey Results

Survey Results

- 243 surveys sent out
- 15% response rate
- Firms mainly focused on product development and research
- Most had multiple locations across the county, mostly in business park/campus settings

Survey Results University Interaction

A majority of companies felt they benefited from:

- Interaction with faculty and staff in problem solving and research relationship
- Sharing of relevant research
- University-sponsored seminars
- Library facilities
- Laboratory equipment
- Access to top-notch students and graduates

Survey Results

Increased interaction with University would be important to companies through:

- Increased relationships with faculty experts
- Increased access to top-notch students and graduates
- Increased assess to publications and facilities

Survey Results
Other Observations

Most respondents indicated:

- A closer location to the University would increase their interaction with various University departments
- They would consider pursuing additional research relationships in research and development park setting

2506

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KEVIN

September 30, 1994

PRESS RELEASE

Environmental Project:
City, UA students to Save the Arkansas Darter

Fayetteville officials, University of Arkansas representatives and the UA Student Chapter of the American Fisheries Society will hold a joint press conference at 10 a.m., Oct. 6, at Fayetteville's North Industrial Park. A map showing the location for the press conference is attached.

The purpose of the conference is to announce an agreement between the city and a group of UA graduate students whereby the UA Student Chapter of the American Fisheries Society will "adopt" a spring and a seven-acre wetland site in the north industrial park. The student group intends to restore the spring to its natural condition in order to preserve the population of Arkansas darters in the stream. The Arkansas darter is a small, relatively rare fish which has been reported in only five streams in the state, all in Northwest Arkansas.

More information about the Arkansas darter and the UA Student Chapter of the American Fisheries Society's proposal is attached to this press release.

Officers for the student group are Misty Pope, president, and Zach Brown, vice-president; sponsor is Dr. James Johnson. Any of these people can be reached at 575-6709.

received
10-3-94 Chw

113 WEST MOUNTAIN 72701 501 521-7700

A PROPOSAL

to the

City of Fayetteville

ADOPTION OF THE SPRING AND ASSOCIATED WETLAND IN THE CITY'S NORTH INDUSTRIAL PARK

Presented by the

University of Arkansas Student Chapter

of the

American Fisheries Society

8 March, 1994

Kenda Flores 4/21/94

Kenda Flores, President Date

University of Arkansas Chapter,

American Fisheries Society

INTRODUCTION

Springs are unique aquatic habitats (Meffe and Marsh 1983, Matthews et al. 1985, Glazier 1991) characterized at their sources by consistency in temperature, discharge, and other physical and chemical conditions (Sloan 1956, Thorup 1963, Tilly, 1968, Aley 1968, 1970, Ward and Dufford 1979, Butler and Hobbs 1982, Glazier 1991). Springs provide a very constant habitat for aquatic communities (Guntharp and Harp 1982) and a nearly perfect natural system for the study of lotic assemblages of plants and animals (Stern and Stern 1969, Odum 1971). Taxonomic richness of temperate coldwater springs is predominantly non-insect invertebrates such as isopods, amphipods, gastropods, and triclads (Glazier 1991), and is not extensive when compared to lower reaches of springs brooks (Minckley 1963, Meffe and Marsh 1983). However, many invertebrates and fishes have evolved in springs in response to this stable environment and isolation (Deacon 1979) and become dependent upon this type of habitat. Certain species are widespread endemics of springs (Matthews et al. 1985, Pennak 1989), while others have their entire range and numbers contained in a single, isolated springhead. The thermal consistency and constant water availability of springs also provides refugia for many sensitive plants (Tucker 1984) and rare plant communities (Arkansas Natural Area Plan 1974).

Many springs harbor endemic fish species, including several which are listed federally as threatened or endangered (Johnson 1991). Yet, many springs have not been inventoried and new species of fishes (along with invertebrates) continue to be found in these isolated localities (Williams and Etnier 1982). The survival of these endemic spring organisms is tenuous because they occupy a much smaller geographical range that even a short-time

unusual event like a small toxic spill or additional erosion brought on by construction or overgrazing could eliminate them (Etnier and Starns 1991). It has been said that dewatering these "aquatic islands" via groundwater pumping during the next twenty years could cause the greatest faunal loss in North American (Johnson and Rinne 1982).

Karst topography found in the extreme northwestern section of Arkansas encourages aquifers and springs. This portion of Arkansas is located within the Springfield Plateau Physiographic Province (Arkansas Department of Planning 1974). The Springfield Plateau is intermediate in elevation (310-460 meters). Solution valleys and caves are common in limestone and chert of the Boone Formation, along with some sandstone and shale. Soils are quite thin and strewn with rocky rubble. Annual precipitation averages around 115 cm/year with highest amounts in April and May. Late summer and autumn (August through November) are traditionally very dry and many of the first and second order streams originating in this area become intermittent during this period. Because springs have a slower pass-through time than stream-bank storage of water, springs and their associated spring runs often continue to flow after intermittent streams have dried. These more permanent waters are important sources of aquatic habitat during periods of reoccurring drought.

Springs provide an extremely constant habitat for a large variety of aquatic organisms ranging from plants, invertebrates, amphibians, and reptiles, to fishes. Some of the aquatic and semi-aquatic organisms may depend on springs for survival only during drought periods, while others may have evolved to be completely dependent on these permanent and consistent

water sources. Vineyard and Fecer (1982) listed many organisms associated with Ozark springs in Missouri, including 5 planaria, 15 amphipods, 6 isopods, 2 crayfish, 12 insects, 7 snails, 7 amphibians and at least 15 fish species. Some of these organisms are endemic to the Ozark area, while others are widespread. A rare fish species limited to springs and found in this area is the Arkansas darter, *Etheostoma cragini*, listed as a species of special concern by the American Fisheries Society (Williams et at. 1989) and protected in five states (Johnson 1987).

The Arkansas Student Chapter of the American Fisheries Society is interested in "adopting" a spring and its associated wetland found on property owned by the City of Fayetteville. This spring, locally named Wilson Spring in honor of Steve Wilson, Director of Arkansas Game and Fish Commission, who first found Arkansas darters there, arises from a culvert under the U.S. Highway 71 By-Pass west access road and flows westward, eventually to join Clabber Creek. The spring is of special interest because the Arkansas darter, *Etheostoma cragini* is known to inhabit the spring and its spring run. The Arkansas darter is listed as a Category 2 species by the U.S. Fish & Wildlife Service in Endangered and Threatened Wildlife and Plants, Animal Notice of Review (USFWS 1989). This notice encourages investigation of the status and vulnerability of these taxa and their consideration in the course of environmental planning. The spring is associated with 2.9 hectare (7 acres) of declared wetland situated within an North Industrial Park owned by the City of Fayetteville.

GOALS AND OBJECTIVES

Possible goals of the Arkansas Student Chapter of AFS for this spring are to manage the spring and wetland to provide protection for this spring habitat in its unique municipal, industrial part environment. Immediate objectives are to census, photograph, and map the area. This would provide documentation of pre-existing conditions of the stream courses and vegetative cover of the riparian and wetland areas. As improvements and changes are implemented, photographs will be updated to characterize improvements made by the AFS Student Chapter. The entire wetlands area needs to be mapped within the constraints of a GIS system. GIS mapping will provide a multi-layer concept of the area. A thorough clean-up of both the wetland and stream sections needs to be performed. A survey of stream fauna and flora and terrestrial flora will be completed by students prior to clean-up. A checklist of organisms will be compiled from each survey.

More long-term objectives are to manage the spring, its spring-run, and associated wetland to effectively perpetuate the inhabitants of this unique area. At the same time, this will allow the AFS chapter and others to utilize this unique site as a tool for research and education in order to provide a better understanding of this special type of environment. Long term management of the area will involve annual surveys of stream fauna to ensure that any endangered species reported on the checklist are still present and the habitat remains suitable for its survival.

Appreciation and protection of our environment stems from learning more about it

from hands-on experience. Field experience such as sampling and observing both aquatic and terrestrial organisms in their natural habitat adds significance to coursework and also emphasizes the necessity of environmental conservation among students. This area can be utilized as an educational tool for students of all ages. In addition to class field trips to the proposed site, individual laboratory or science projects may be conducted there. University courses such as Freshwater Invertebrates, Stream Ecology, Limnology, and Plant Taxonomy require students to conduct studies and to collect and identify plants and organisms. High school biology classes can collect stream and wetland organisms without extensive field trips.

REQUEST

With this proposal, we request written permission from the City of Fayetteville to manage Wilson Spring and its associated 7 acre wetland for the benefit of aquatic organisms, especially the Arkansas darter. Management efforts will include cleaning the spring stream and its associated wetland, some bank stabilization, and perhaps a series of small check dams to reduce erosion. Wetland improvements could include water control structures (diking, channelling) to best use the existing water, and some vegetation clearing. Any efforts other than these minor changes will first be discussed with the City to insure they are appropriate.

We also request that the City of Fayetteville adequately fence and post the entire 7 acre wetlands area to protect it and prevent improper use (livestock grazing, littering, dumping, etc.), as was discussed in the original assessment Arkansas Cooperative Fish and Wildlife

Research Unit did for the City. There are no additional foreseeable costs to the City unless the City itself wishes to include specific objectives like viewing paths and printed and posted educational materials. The Student AFS Chapter recently held a fund-raiser in association with the Southern Division and Arkansas Chapter of AFS and acquired in excess of $500 specifically to help us in this project. Additional funds have been requested from the University as part of the Registered Student Organizations on campus. If the situation should arise that the Student AFS Chapter request funds from the City for improvements to the wetland area, a project proposal and budget will be submitted. These objectives seem better delayed until some of the first efforts are completed.

STATUS OF THE ARKANSAS DARTER

(*Etheostoma cragini*)

IN A PROPOSED INDUSTRIAL PARK,

FAYETTEVILLE, ARKANSAS

by

JAMES E. JOHNSON, LEADER,
ARKANSAS COOPERATIVE FISH AND WILDLIFE
RESEARCH UNIT

MADELEINE LYTTLE
GRADUATE ASSISTANT
UNIVERSITY OF ARKANSAS

MITZI PARDEW
GRADUATE ASSISTANT
UNIVERSITY OF ARKANSAS

INTRODUCTION:

On May 4, 1990, Mr. Richard Shewmaker, Economic Development Coordinator for the City of Fayetteville, Arkansas, contacted us to look into the possible environmental impacts of developing an industrial park in northwest Fayetteville. The Little Rock Army Corps of Engineers locates the site in T.17 N., R.30 W., Washington County, Arkansas (Corps letter dated 4/17/90 to Mayor William Martin, City of Fayetteville). That letter also states that an on-site investigation on March 30, 1990 found approximately 7.3 acres of wetland in Section 33 of the proposed industrial park. The wetland is of special interest to the City due to the need of a Corps 404 permit to fill wetlands. Another interest to the City is a small, un-named spring that arises from a culvert under U.S. Highway 71 By-Pass west access road, and a small fish, the Arkansas darter (Etheostoma cragini)(Fig. 1), known to inhabit that spring and its spring-run. Mr. Shewmaker requested we investigate the distribution of the Arkansas darter and determine if the proposed industrial park and especially the proposed widening and deepening of Clabber Creek (into which the spring-stream flows) might affect the darter.

The Arkansas darter is listed as a Category 2 species by the U.S. Fish and Wildlife Service in Endangered and Threatened Wildlife and Plants; Animal Notice of Review (USFWS 1989). Category 2 comprises taxa for which information now in possession of the Service indicates that proposing to list as endangered or threatened is possibly appropriate, but for which conclusive data on biological vulnerability and threat are not currently available to support proposed rules. The Service emphasizes that these taxa are not being proposed for listing, and that there are not specific plans for such proposals unless additional information becomes available. Further biological research and field study may be needed to ascertain the status of taxa in this category, and it is likely that many will be found not to warrant listing. The Service hopes that this notice will encourage investigation of the status and vulnerability of these taxa, and consideration of them in the course of environmental planning.

Arkansas darters are found within the Arkansas River drainage in Colorado, Kansas, Oklahoma, Missouri and Arkansas (Fig. 2), where they inhabit spring-runs or small creeks with an abundance of watercress or other aquatic vegetation (Lee, et al. 1980). The species is rare in the southeastern Ozarks, where it may be less common than before 1900 (Pflieger 1975). It is protected by state law in Colorado and Kansas (Johnson 1987), and "is definitely a rare species in (Arkansas), and because of the limited habitat, (and) is of special concern" (Robison and Buchanan 1988). The American Fisheries Society included the Arkansas darter in its recent listing of fishes of Special

Concern (Williams, et al. 1989), listing present or threatened destruction, modification, or curtailment of its habitat or range, as the reason for its inclusion.

Arkansas darters are known from only five localities in the State of Arkansas, all in the extreme northwestern portion of the State (Robison and Buchanan 1988)(Fig. 3). The first collection in Arkansas was in 1979, within the Fayetteville City Limits, by Steve Wilson, present Director of Arkansas Game and Fish Commission. That collection site was the spring-run within the proposed industrial park. The original collection was made in conjunction with construction of U.S. Highway 71 By-Pass around Fayetteville, that eventually completely covered the spring. During construction it was necessary to extend the spring beneath the highway to its present outflow in Section 33 (Fig. 4).

DISCUSSION

During the sampling period (May 7-10), Clabber Creek flowed about 2 cubic feet/second (cfs) and the spring-run flowed about 0.3 cfs above and 0.6 cfs below the second spring (Fig. 5). Clabber Creek averaged about one meter in width and about 0.7 meters deep, with a maximum width of 2.5 m and maximum depth of 1.5 m. Visibility was good in the spring-run and poor in Clabber Creek. High, turbid waters always makes fish collecting more difficult.

Spring rains during April and early May, 1990, resulted in flood conditions across much of northwestern Arkansas; Fayetteville recorded more than twice the normal rainfall of 13 inches through April (Arkansas Agricultural Statistician) and two floods approaching the 100 year level during the last of April and first of May. High water marks along Clabber Creek indicate water levels were at least 0.75 meter higher during recent flooding. Flooding also occurred along the spring-run from waters passing under the Highway through a culvert that empties into the stream adjacent to the spring outflow (Fig. 6).

As it crosses Deane Solomon Road, Clabber Creek maintains a fairly stable, mud-gravel substrate, but this changes upstream to a soft, mud/silt substrate. The low banks of Clabber Creek are also composed of soft mud and the stream is incised approximately 1 meter as it flows through open farm fields that will make up the proposed industrial park. Cattail (*Typha* sp.) is the only emergent vegetation.

The spring-run has a soft mud bottom, with small pockets of gravel; the banks are all mud/silt. Water cress (*Nasturtium officinale*) is common and arrowweed (*Sagittaria latifolia*) (Fig. 7) rare from the spring-head to a second spring (artesian well?) entering the run about 230 meters from the head-spring.

A varied riparian community exists along the spring-run and wetland, that appears to be a modified old field community of perhaps 30 years of age, judging by diameters of the largest elm and sycamore trees. Hydrophylic plants mark the boundary of the wetland, and grade into grasses and annuals in higher portions of the proposed industrial park.

The entire reach of Clabber Creek from Deane Solomon Road to its confluence with the spring-run was electrofished and seined. The spring-run was electrofished from its confluence with Clabber Creek to the spring head at U.S. Highway 71 By-Pass. Electrofishing equipment consisted of a Coffelt DC back-pack electrofisher set at 300-500 volts, depending upon water depth, and a pulsed current of 30 cycles per second. Over 5900 seconds of electrofishing time were spent on this project. Table 1 lists the fish species found and the numbers captured.

Steve Wilson, Arkansas Game and Fish Commission, was questioned on 5/10/90 about the 1979 population of Arkansas darters in the spring-run. Director Wilson was working for the Arkansas Highway Commission at that time, and was asked identify the fish accumulating in a ditch that had been dug to channel water away from the spring. He estimated there were over 100 Arkansas darters in the ditch, and dip-netted a few to identify; specimens were later sent to Tom Buchanan in Ft. Smith, Arkansas.

Conclusions:

In the few hours we were in the proposed industrial park wetland collecting fish, we noted many animals besides those in Table 1, including three-toed box turtles (Terrapene carolina)(Fig. 8), snapping turtles (Chelydra serpentina), bullfrogs (Rana catsbeiana), crayfish (Oronectes neglectis), a water snake (Nerodia sp.), many bird species, and the tracks of raccoon (Procyon lotor), opossum (Didelphis marsupialis), and whitetail deer (Odocoileus virginianus). This diversity of wildlife seems unusually high for a small area within the City Limits of Fayetteville, and only a few hundred meters from busy U.S. Highway 71 By-Pass.

Fish diversity and numbers, on the other hand, were quite low in both streams. The six species in Clabber Creek are the likely result of prolonged periods of no flow, with only the most resistant species able to survive in isolated pools. Two fish species in the spring-run and their distribution also indicates that stream probably undergoes periods of no flow, with aquatic organisms concentrating around the two spring sources that continue to retain water. Arkansas darters find the environmental conditions of this spring-run suitable to their survival, however, as they have been able to maintain their population there.

The biogeographical pattern of a species found in widespread but disjunct habitats is indicative of an organism that once dispersed throughout its range, but is now restricted to isolated "pockets" of suitable habitat surrounded by a hostile environment that prevents dispersal. Each isolated population is vulnerable to habitat modifications on a very limited scale. Contiguous populations are able to repopulate a habitat that has been temporarily altered, but there is no source of resupply for disjunct populations; either a few breeding individuals survive the perturbation or the population is extirpated.

The present disjunct distribution of Arkansas darters suggests they were once dispersed throughout the Arkansas River basin. Their present confinement to smaller springs and spring streams indicates they can no longer live in the larger streams and rivers of this system, but have retreated to the relatively constant conditions of springs to make their last stand. These isolated populations are totally dependent upon the unchanging nature of their habitat, and while they may be able to withstand some short-time alterations, they exist within a very narrow survival range.

We conclude the following from our one week study of the proposed Fayetteville industrial park wetland and spring-run:

1. The two springs and connected spring-run provide suitable habitat for all of the necessary life history needs of the Arkansas darters. This suitable habitat centers around each of the two spring-heads, but at times is found throughout the uppermost 250 meters of the spring-run. Of special note, this reach also maintains the highest concentration of water cress with which the species may associate.

2. The truncated fish species diversity of Clabber Creek and the spring-run indicates both streams frequently cease to flow. Isolated pools in Clabber Creek and the two springs in the spring-run allow a few species to maintain small populations. The channelled reach of the spring-run below the second spring and Clabber Creek do not provide suitable habitat for Arkansas darters.

3. Electrofishing does not sample all of the fish in a stream, and a single "pass" through the area may sample fewer than 10% of the population. Even though the spring-run is rather complex, with cover under the water cress for fish to hide, it is also quite small, and does not allow fish to escape collection by swimming into deeper water or under rocks or roots. Arkansas darters are reported to dive into the mud when disturbed (Robison and Buchanan 1988), making them difficult to collect even if they have been stunned by the electricity. Thus, a population estimate backed by so little data must be questioned, but our estimate of Arkansas darters for the spring-run within the boundaries of the proposed industrial park is between 10-50 fish.

4. This population of Arkansas darters has declined since its 1979 estimated level of more than 100 fish, to its present estimated level of 10-50 fish. Construction on U.S. Highway 71 By-Pass must have impacted the species, but the population should have recovered within 1-2 years if the resulting habitat was suitable. The present low population of Arkansas darters indicates the existing habitat is marginal, resulting in a population that is at the lowest limit of survival (Frankel and Soule 1981); further impacts on this habitat will surely extirpate the species.

Recommendations

It seems likely that the Arkansas darter population in the proposed Fayetteville industrial park will be extirpated as the area is developed unless certain measures are followed to protect the spring-run upon which they depend. The following recommendations are made to reduce the impacts of that proposed development. No one can guarantee that if all of the recommendations are followed, the population will survive, just as there is no guarantee that the population will survive if the industrial park is not constructed. The area is rapidly being developed, and at this point a conscientious developer willing to provide protective measures for the fish and its habitat allow the fish a better chance of survival than unrestricted development.

1. Flows from the spring-head issuing from beneath U.S. Highway 71 Bypass access road, and from Spring 2, must be protected. Flows cannot fall below their present annual levels.

2. Neither of the springs nor spring-run can be polluted, either from contaminated groundwater or surface runoff (road salt, fertilizers, parking lots, etc.).

3. Recharge areas for the two springs are unknown. They may, however, be within the City Limits of Fayetteville and thus fall under provisions of the park developer. We recommend that the City of Fayetteville investigate the hydrology of the two springs in the near future and work with landowners to protect the recharge areas from contamination.

4. All drainage except for spring flows should be moved away from the wetland and enter directly into Clabber Creek. If surface waters must flow into the spring-run, they should be directed into the channelized portion of the stream no less than 50 meters below Spring 2.

5. The 7.3 acre wetland holds water during much of the year. When constructing drainage channels, pipelines, footings, etc., care should be taken not to break through the existing aquifer or facilitate drainage of the area.

6. The wetland buffers the spring-run and its associated springs from improper public use and surface contaminants, and in fact may be a part of the local spring recharge system. This area should be surveyed to insure that all hydrophylic soils are included within the protected boundaries. The area should then be adequately fenced and posted to protect it from improper use (off-road driving, littering, dumping, ect.).

7. Move the northern boundary of the wetland to the property line adjacent to the trucking company (Fig. 9). This will provide additional buffering for the spring-run.

8. Livestock should be immediately removed from the wetland and associated springs, and kept out of the area.

9. Periodic monitoring of the wetland and associated springs and spring-run should be made to determine if above protective measures are adequate. If not, additional efforts must be initiated to protect the delicate area.

10. Post public information around the wetland and spring-run explaining why the area has been preserved.

SUMMARY

It is our belief that the industrial park can be constructed and successfully coexist with the wetland and spring system, but it is imperative that strict guidelines be followed in order to achieve this goal. Even a "clean" industrial park is likely to discharge potentially toxic materials (insecticides, cleaning fluids, gasoline, fertilizers, etc.), and silt during construction or operational phases. In this aquatic system, even a small amount of toxic material may result in the extirpation of the Arkansas darter. By diverting surface flow from the industrial park, these impacts should be prevented.

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Williams, J.E., J.E. Johnson, D.A. Herdrickson, S. Conteras-Balderas, J.D. Williams, M. Navarro-Mendoza, D.E. McAllister, and J.E. Deacon. 1989. Fishes of North America, endangered, threatened, or of special concern: 1989. Fisheries 14(6):2-38.

TABLE 1. Fishes captured in Clabber Creek and its associated spring-run, Washington Co., Arkansas, May 7-10, 1990.

COMMON NAME	SCIENTIFIC NAME	NUMBER OF FISH CAPTURED	
		CLABBER CREEK	SPRING-RUN
Yellow bullhead	*Ictalurus natalis*	9	not found
Central stoneroller	*Campostoma anomalum*	1	not found
Green sunfish	*Lepomis cyanellus*	54	3
Bluegill	*Lepomis macrochirus*	1	not found
Blackspotted topminnow	*Fundulus notatus*	41	not found
Mosquitofish	*Gambusia affinis*	7	not found
Arkansas darter	*Etheostoma cragini*	not found	10

anal rays 5–8. Maximum size around 2 inches (51 mm).

LIFE COLORS Body dark brown above to white below, and stippled with black specks. First dorsal fin with thin dark margin and often a black

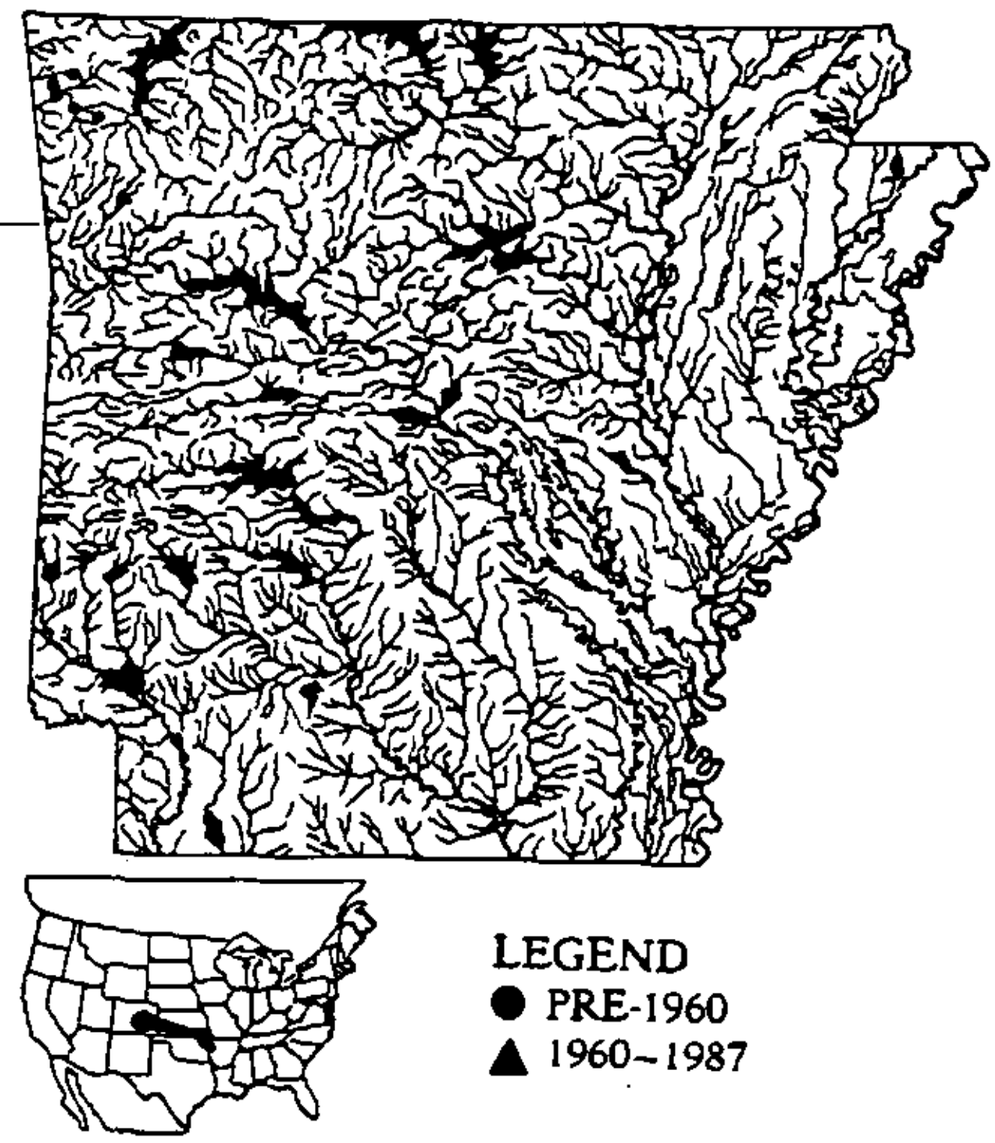
Etheostoma cragini, Arkansas darter. *B. H. Bauer*

basal band; male with yellow-orange medial band. Other fins weakly spotted or lightly banded with brown. Breeding males develop bright orange on gill membranes and entire underside of body; median fins tinged with orange.

SIMILAR SPECIES Closely related to paleback darter of Ouachita River drainage, but differs in having dark brown dorsum (vs. wide, pale stripe down middle of back) and more robust body. It is sympatric, but not syntopic, with *E. punctulatum*, and differs from that species in having shorter lateral line which does not extend past base of first dorsal fin, 57 or fewer lateral scales (vs. more than 57), and usually 11 or 12 soft dorsal rays (vs. usually 14 or 15).

DISTRIBUTION Despite its common name, the Arkansas darter has only recently been found in the state. It was first collected in 1979 by Steve N. Wilson (then an ecologist with the Arkansas Highway and Transportation Department) within the city limits of Fayetteville, during construction of the U.S. Highway 71 bypass around that city. Four additional localities have recently been reported by Harris and Smith (1985). All known sites for *E. cragini* are in the headwater drainages of the Illinois River in extreme northwestern Arkansas.

HABITAT AND BIOLOGY In Arkansas, this species inhabits small permanent-flow springs and spring run creeks often less than three feet (.9 m) wide and one foot (.3 m) deep. It is always found



Distribution of *Etheostoma cragini*, Arkansas darter

in association with aquatic vegetation, especially watercress (*Nasturtium officinale*), over a substrate of gravel, sand, and silt. It is commonly sighted in accumulations of sticks and other plant debris. When frightened, it buries itself in the substrate. It is found in essentially the same habitat in Missouri (Pflieger, 1975), Oklahoma (Miller and Robison 1973) and Colorado (Miller 1984). In Kansas it has been seen in similar habitat (Cross 1967) but also in several turbid streams with sand and mud bottoms away from any nearby springs (Cross, pers. com.; Matthews and McDaniel 1981). Cross also believes that it is a very resilient species, and its ability to adapt to turbid environments could allow survival during droughts when springs become desiccated.

In Arkansas, *E. cragini* is replaced in larger springs and second to third order streams by *E. punctulatum*. Harris and Smith (1985) recently studied the distribution and status of this species in the state. They reported that two out of the five known populations probably contain 500–1,000 individuals; the remaining three populations were much smaller (around 100 each).

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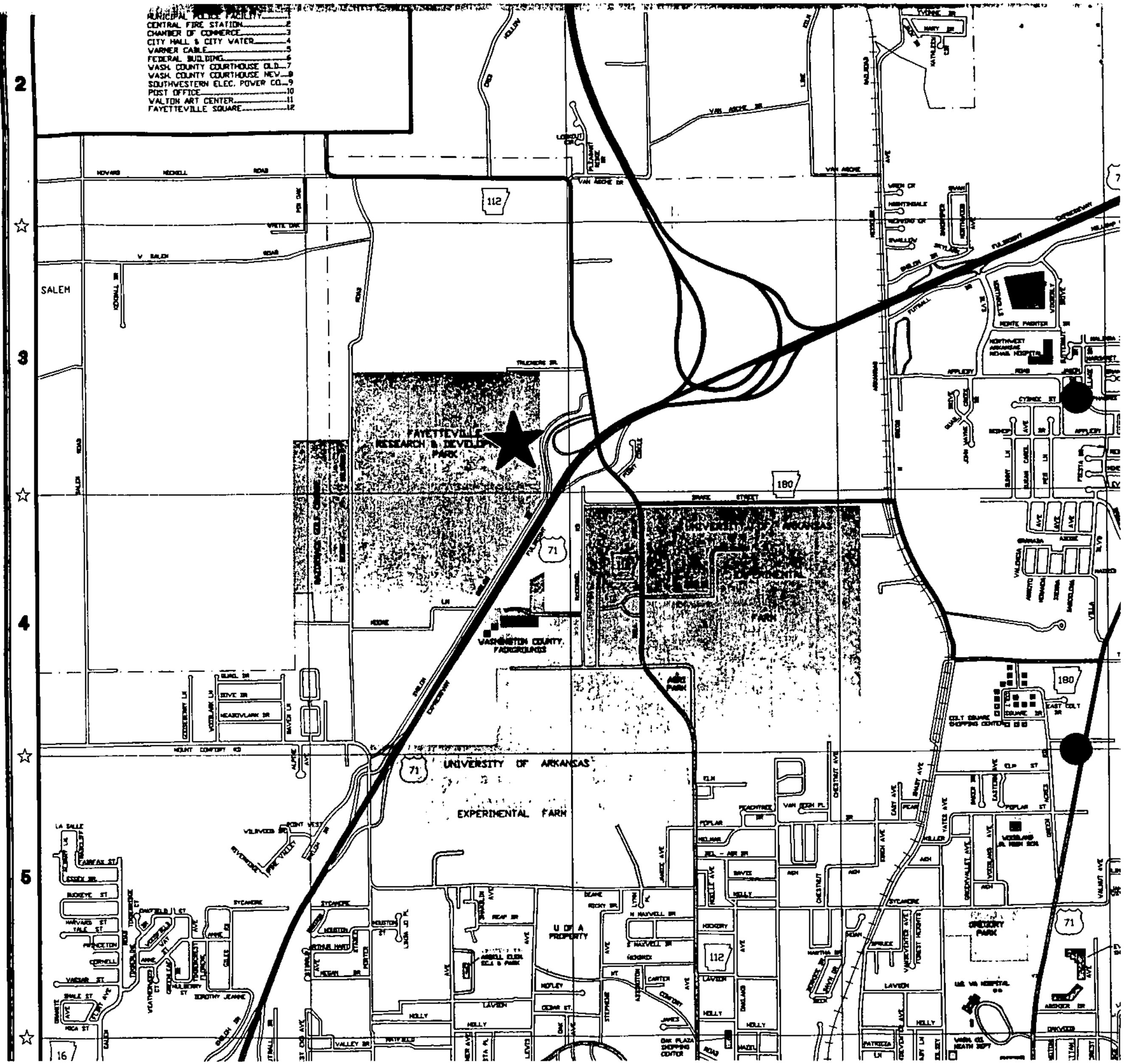


CONSERVING WILSON SPRINGS

Fayetteville's Aquatic Treasure

A PROPOSAL FOR A COOPERATIVE PARTNERSHIP BETWEEN THE NATURE CONSERVANCY'S ARKANSAS FIELD OFFICE AND THE CITY OF FAYETTEVILLE

Submitted by:

The Nature Conservancy
Arkansas Field Office
601 N. University Ave.
Little Rock, AR 72205
(501) 614-5076

Introduction

Arkansas is blessed with superlative aquatic resources. More than 70 globally critically imperiled animals live in the rivers, streams, lakes, and aquifers that 2 million Arkansans use for drinking water, fishing, canoeing, and boating. Some of these species, in fact, are found nowhere else in the world. Like us, many of these unique species need clean water to survive. Certain upland land use changes can result in water quality degradation, leading to pressures on our aquatic ecosystems. Residents who live and work in critical watersheds with significant aquatic resources have the opportunity to ensure future generations will derive the full benefits of this wonderful resource. This reality is a significant responsibility for all Arkansans.

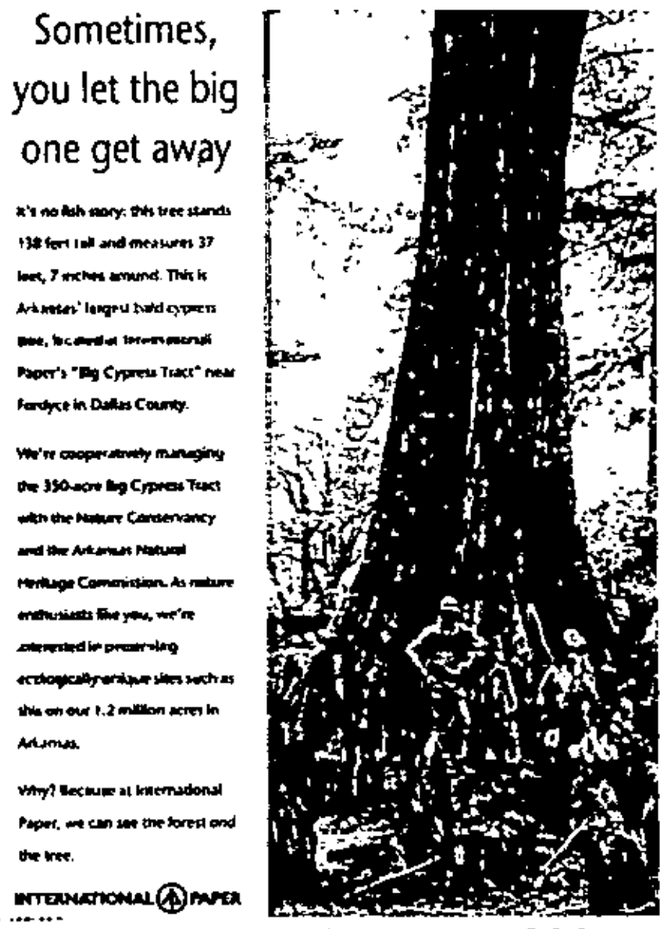
The Nature Conservancy

The Nature Conservancy is an international, private, non-profit membership organization committed to the conservation of natural diversity. It emerged in 1951 from a professional association of ecologists seeking to turn their knowledge of nature into positive action for conservation. The mission of The Nature Conservancy is to preserve the plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. TNC forges partnerships with landowners, corporations, municipalities, and governments. Sound science, tangible results and a non-confrontational approach are the hallmarks of the Conservancy's work.

To date, The Nature Conservancy's Arkansas Field Office and its 5,000 members have helped conserve over 230,000 acres of land in Arkansas. Internationally, the Conservancy – over 1 million members strong – has been responsible for the conservation of more than 11 million acres in the U.S. and Canada. It has also helped like-minded partner organizations to protect 80 million acres in Latin America, the Caribbean, and the Pacific Region.

The Nature Conservancy is working to conserve the amazing aquatic diversity of Arkansas. The premise is simple. The Conservancy believes the conservation of our natural heritage can be best accomplished within an atmosphere of economic prosperity, by residents and conservationists working together under a shared vision, towards specific objectives, and with measurable progress. Ensuring conservation of aquatic species in privately held watersheds requires an approach different from traditional means. It requires building upon the successful land conservation and management practices the Conservancy has used for 50 years, while providing watershed residents with the information, tools, and financial support to implement water quality and habitat conservation activities on their lands to benefit their aquatic resources. It also means that partnerships with cities, businesses and industries within the watershed of these critical aquatic resources are an absolute necessity to accomplishing this goal.

The Arkansas Field office of The Nature Conservancy has successfully worked with a variety of corporations and municipalities to conserve ecologically unique and sensitive places throughout Arkansas. For example, a cooperative management agreement between the Arkansas Field Office and International Paper (IP), known as the Unique Areas Agreement, has led to the conservation of more than 3500 acres of sensitive lands within IP ownership across southern Arkansas.



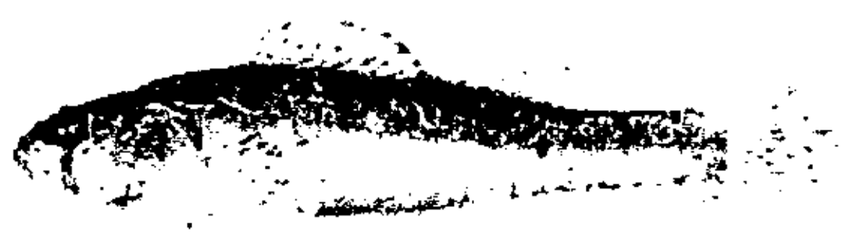
A print ad used by IP in 1999

The Unique Areas Agreement is an informal agreement that describes the unique nature of each site and outlines the management necessary to conserve the ecological integrity there. Implementation of the management and restoration of each site has been carried out by both TNC and IP, depending on the expertise required or the interest of the local IP forester. In some cases, TNC managed the site almost solely, and others IP staff took the lead. The program helped conserve a host of Conservancy target species and plant communities, and has led to the generation of excellent public relations for this timber company. In fact, the program has been used numerous times in local IP print advertisements. The excellent public responses to these ads and TNC press releases have led to similar agreements with the Weyerhaeuser Corporation and Alcoa.

Background

Springs are unique aquatic habitats that provide very constant habitat conditions for aquatic plant and animal species. In fact, many species have evolved under these conditions, and have become dependent on this unique, stable habitat to survive. Unfortunately, this dependence on stable water conditions often means that these species are extremely susceptible to changes in habitat quality, and are therefore at risk of decline or even extinction.

Researchers have identified a suite of organisms that are specifically associated with Ozark springs, including insects, crayfish, and fish. One such fish, the Arkansas Darter, *Etheostoma cragini*, is found only in the springs of the Ozark Ecoregion. In Arkansas, it is only known from 5 places in the northwest corner of the state, all in the headwaters of the Illinois River. This small fish has a maximum size of about 2 inches and is almost always found in association with aquatic vegetation, such as watercress (*Nasturtium officianale*), in areas with a gravel, sand, or silt substrate. Their diet includes snails, isopods, and chironomids. This species has been given the status of "species of special concern" by the American Fisheries Society, and the U.S. Fish and Wildlife Service lists Arkansas darter as a Category 2 species, meaning that listing the fish as threatened or endangered may be appropriate, but additional information is required before it is proposed for listing.


Etheostoma cragini, Arkansas darter. *B. H. Butler*

One of the places where a strong population of the Arkansas darter is found is located within the city of Fayetteville – Wilson Springs. The Arkansas darter was first discovered here during the planning of the U.S. Highway 71 bypass around Fayetteville in 1979. The former director of the Arkansas Game and Fish Commission, Steve Wilson, found the population prior to construction.

Completion of the highway actually resulted in the springhead being covered by the highway; a culvert system was built to extend the spring flow beneath the highway and offramp to its current outflow.

In the early 1990s, the City of Fayetteville began researching the feasibility of developing a research and technical park on a tract of land that includes Wilson Springs and the associated spring run creek. The student chapter of the American Fisheries Society for the University of Arkansas worked with Mr. Richard Shewmaker, the city's Economic Development Coordinator at the time, to investigate the impacts of the proposed research and technical park on the darter. Since that time, the AFS student chapter has "adopted" the spring and continued to provide the city with valuable input, as well as monitor the darter population. A preliminary plat of the park was drafted some time after, and was recently followed by the installation of a fiber optic line necessary to facilitate development.

Recent delineation of the wetlands on the research and technical park property during the required permit process, however, has raised concerns about not only the large amount of wetlands impacted by the proposed development (more wetlands are present than originally thought), but the feasibility of the project as a whole. This predicament has led to the need for alternate plans that conserve the integrity of the wetland and spring system associated with Wilson Springs, as well as the economic feasibility of the research and technical park.

Vision

To conserve, in a working, urban landscape, the ecosystem processes that maintain the wetland function and aquatic species, both common and rare, found at the Wilson Springs site.

Proposal

Because of the ecological significance of Wilson Springs, The Nature Conservancy proposes to enter into a cooperative agreement with the City of Fayetteville to conserve this unique place. To achieve the vision described above through a cooperative agreement, we propose:

1. Conservancy and city staff work together to develop an alternative park plat that is sensitive to the ecologically unique Wilson Springs and surrounding wetlands, as well the economic requirements of the research and technical park necessary to make it a successful development. A plan that meets these goals can be used to showcase the fact that conservation and economic development are not diametrically opposed as commonly thought. In fact, they can actually peacefully coincide, complimenting each other in the process. Similar Conservancy projects in the northeastern United States have been successful at attracting business and industry that want to maintain an environmentally friendly image. In fact, these developments are advertised as such. Similarly, the city will profit from a renewed commitment to the environment that will benefit the residents of the city by providing a healthier environment and additional outdoor recreational opportunities.

   An example development plat map is attached for review. This scenario conserves a large portion of the wetlands on the property, as well as those woodlands along Wilson Springs. However, it allows for the development of certain parts of the wetlands that are necessary to make the research and technical park economically feasible. Mitigation for these impacted

wetlands can be met within the proposed Conservation/Mitigation Area (surrounded in green on map). Because this scenario was developed with the assistance of city employee Wayne Ledbetter, current infrastructure, such as the recently installed fiber optic line, have been considered to ensure that past improvements are utilized to their fullest capability, allowing for little or no loss of investment. Similarly, this scenario will likely reduce the required levels of future infrastructure needs, such as roads. Phase I (surrounded by red on map) would have a total of 10 developable lots, with a future potential (based on original preliminary plan) of another 26 or more lots (surrounded in orange on map). Therefore, the net loss as compared to the original plan would be only about 8 lots (approx. 12%).

2. The city of Fayetteville donates a conservation easement on the Wilson Spring Conservation/Mitigation Area to The Nature Conservancy that formalizes the long-term conservation of the site. This component of the project is also important to making the research and technical park a truly "green" development that the city can use to attract businesses. Conservation easements are legal documents that are recorded with the deed and are designed to conserve property for the long term. Easements are extremely flexible and can be tailored specifically to the tract and to the landowners needs and long term goals.

3. The Nature Conservancy completes an ecological assessment of the area defined as the Wilson Springs Conservation/Mitigation Area to document current plant and fish communities.

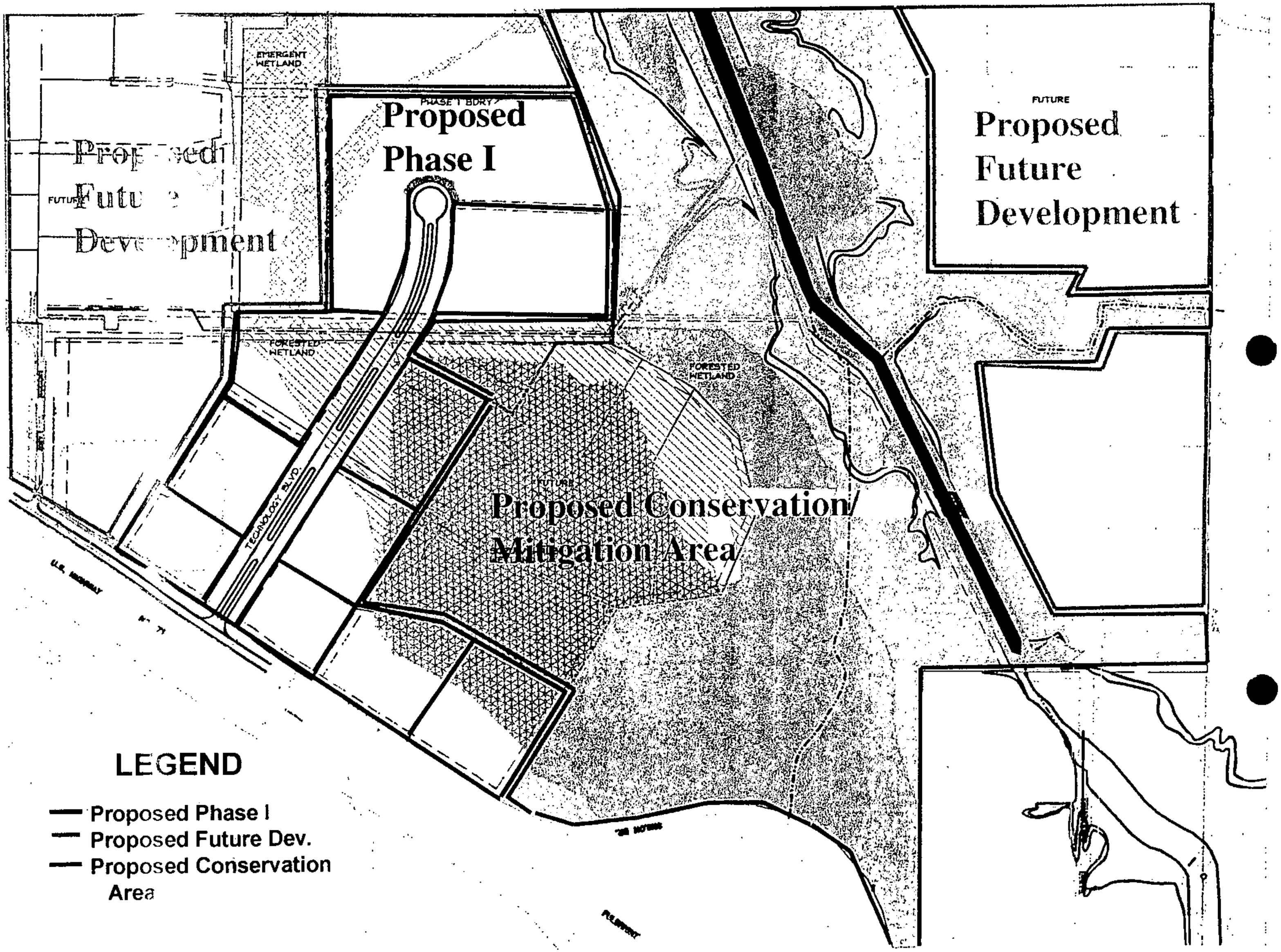
4. The Nature Conservancy develops a long-term management plan that outlines the restoration and management of the Conservation Area. Specifically, management would focus on Wilson Springs and the surrounding wetlands with a goal of long term conservation of the plants and plant communities found there. Required mitigation for park development would be described in this plan, as well.

5. The Nature Conservancy, the local chapter of the American Fisheries Society, and the City of Fayetteville jointly implement the ecological management plan. Specifically, the Conservancy will use its expertise in ecological restoration and monitoring to complete the technical parts of the plan. Interested city employees and residents can work with Conservancy staff through a volunteer program to implement other integral parts of the plan, such as exotic plant removal. Similarly, local groups, including school clubs and boy scouts, will be engaged in order to implement various parts of the management and restoration/mitigation. Volunteer efforts have been key to the success of other Conservancy restoration and management projects across the state.

6. The Nature Conservancy will develop press releases that highlight the agreement and its significance to conservation of Arkansas' unique and rare places. A dedication of the site will also be held – local and statewide media will be invited. In addition, other press releases and media events will be developed as key stages of the restoration and management plan are completed. Articles for the Conservancy's Arkansas newsletter, *Aboard the Ark*, will also cover site activities regularly – more than 5000 members statewide receive this newsletter four times a year. Finally, annual reports will be submitted to the city documenting project activities.

Protection Arkansas' aquatic resources is an integral component to the overall conservation of the state's precious natural heritage. Fayetteville's ownership and dedication to the environment coupled with The Nature Conservancy's science-based expertise presents a unique opportunity conserve a high-priority, ecologically unique place, setting an example of stewardship for other municipalities to follow. For more information, please contact Mike Fuhr at (501) 614-5076.

The Nature Conservancy®


EMERGENT WETLAND
PHASE I BDRY
Proposed Phase I
Proposed Future Development
FUTURE
Proposed Future Development
FORESTED WETLAND
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U.S. HIGHWAY
LEGEND
Proposed Phase I
Proposed Future Dev.
Proposed Conservation Area

#6

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CITY OF FAYETTEVILLE
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07-10-01P04:37 RCVD

DALE VARNER
Attorney at Law
129 West Lafayette
Fayetteville, Arkansas 72701
Tel: (501) 587-9300 Fax: (501) 587-9339
email: willsrpro@aol.com

City Council
113 West Mountain Street
Fayetteville, AR 72701

RE: LS 01-20.00: Lot Split (Hannan, pg 529)

NOTICE OF APPEAL

Honorable City Council:

Please be advised that Patrick Hannan respectfully appeals the decision of the Planning Commission of June 25, 2001 requiring a 45 foot easement on the south side of the property for future road development. This property is in the growth area of the city, east of Huntsville Road on Jarnagan Lane.

Please put this on the agenda for the Council meeting of July 17th.

Dale Varner
Attorney for Hannan's

PC Meeting of 25 June 01

FAYETTEVILLE

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

Hannan Lot Split

TO: **Fayetteville Planning Commission Members**
THRU: **Tim Conklin, City Planner**
FROM: **Sara Edwards, Ron Petrie P.E.**
DATE: **June 21, 2001**

Project: **LS 01-20.00: Lot Split (Hannan, pp 529)** was submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split into two tracts of 9 ½ acres and 2 acres.

Findings: This property is located on Jarnagan Lane approximately 800 feet north of Huntsville Road. There is one single family home on this property. The applicant is dedicating the required right-of-way based upon Washington County road standards along Jarnagan Lane. There is a proposed Minor Arterial street located on this property.

Recommendation: Approval subject to the conditions listed below.

Conditions of Approval:

1. Planning Commission determination of the requested waiver to relieve applicant of the dedication of right-of-way required as part of the Master Street Plan. The requirement is for 45 feet from centerline. Approximately 60,000 square feet is the area of required dedication. *See attached close up map for exact location.*

2. Survey shall show the limits of the 100 year floodplain.

3. Survey shall describe the 15 feet on either side of Jarnagan Lane as right-of-way dedicated to Washington County.

4. Applicant shall obtain approval from Washington County Planning prior to filing this lot split. An elevation certificate shall be required prior to building. Flood insurance may be required on all new structures.

5. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

Background:

The proposed Lot Split was reviewed at the May 30, 2001 Technical Plat review and the June 14, 2001 Subdivision Committee meeting.

Discussion at the Subdivision Committee meeting included the waiver request from the Master Street Plan right-of-way dedication.

The Subdivision Committee forwarded the Lot Split to the full Planning Commission "subject to the four staff conditions for the full Planning Commission to consider the lesser dedication of right-of-way on the Master Street Plan and to also consider making a plat notation that should the money in lieu of sidewalk ordinance be passed by the City Council and become an ordinance that be an option available to this applicant."

INFRASTRUCTURE:

a) Water will only be available to Tract B. A water extension will be required if water is requested for the existing residence on Tract A.

b) Sanitary sewer is not available.

c) Streets. Not applicable.

d) Grading and Drainage. Not applicable.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: _____

Comments:

_____

_____

_____

CITY COUNCIL ACTION: __Yes__Required
_____Approved _____Denied

Date: __/__/__

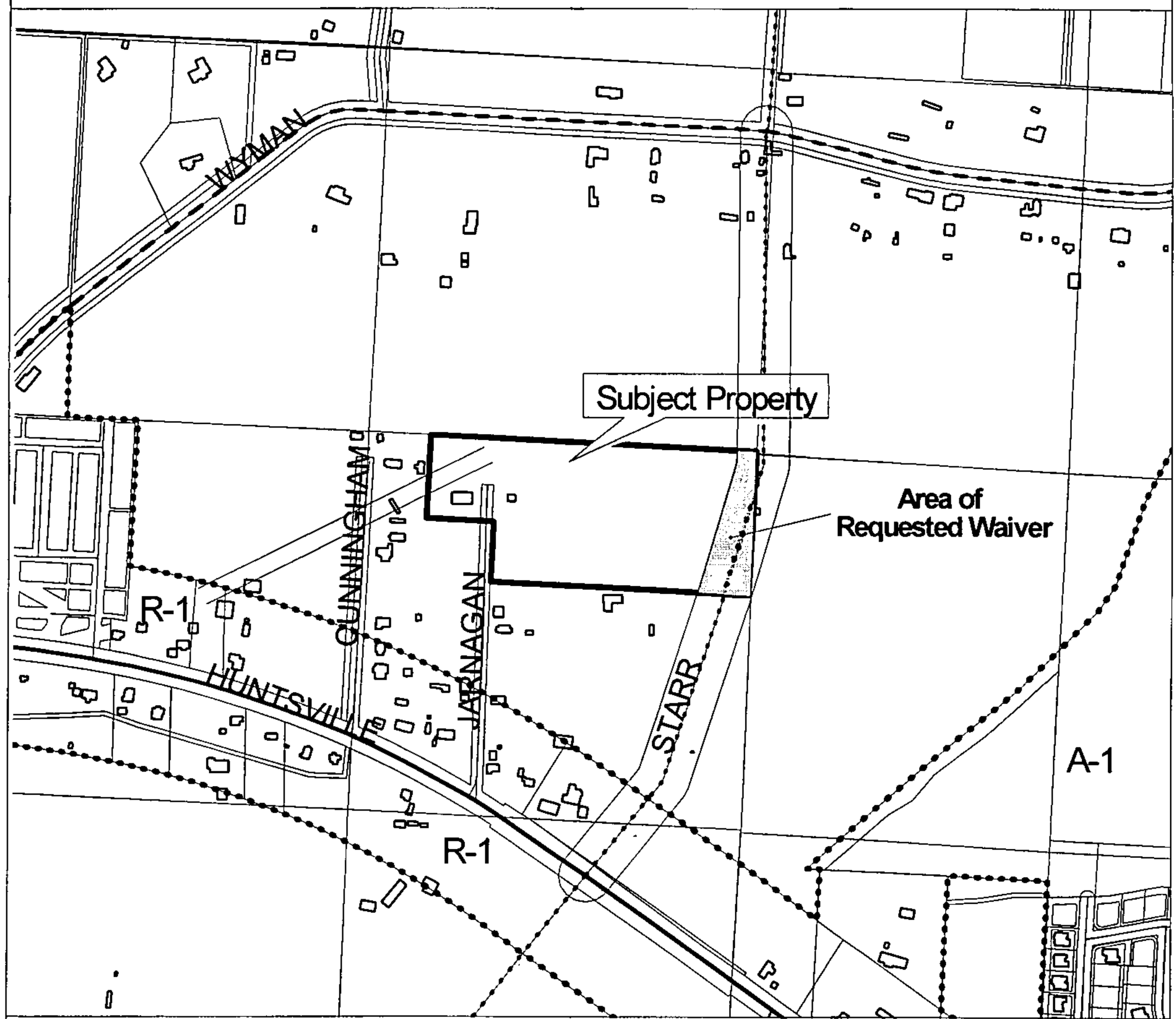
The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
by

_____
title

_____
date

LSP01-20 HANNAN CLOSE UP



Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historical Collector
- STREETS
- Fayetteville City Limits

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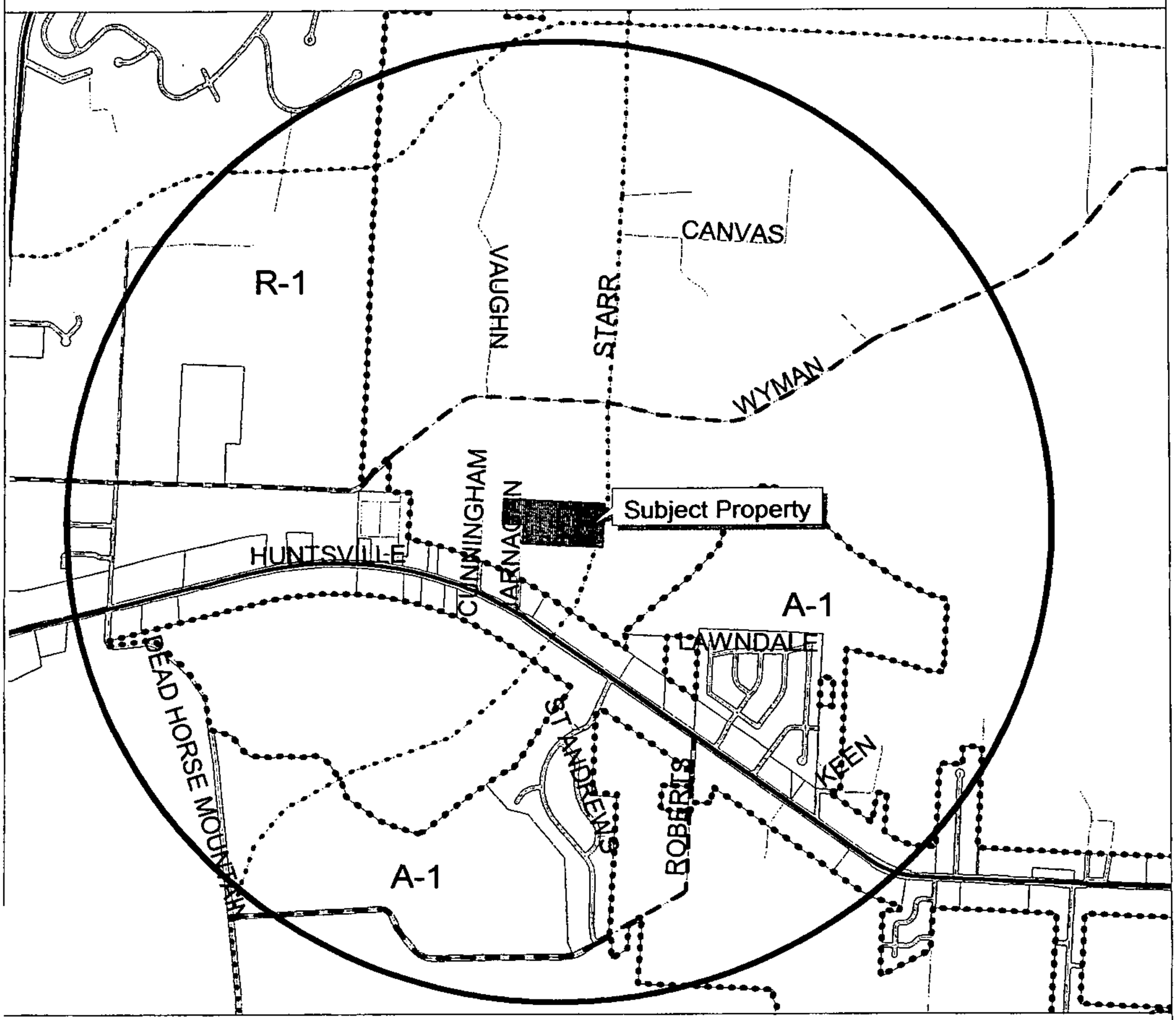
LSP01-20 HANNAN ONE MILE



Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historical Collector
- STREETS
- Fayetteville City Limits

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Planning Commission
June 25, 2001
LSP 01-20 Hannan

LSP 01-20.00: Lot Split (Hannan, pp 529) was submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split the property into two tracts of 9 ½ acres and 2 acres with a waiver of the Master Street right of way dedication requirements.

Estes: The first item of business under new business is lot split submitted by Patrick Hannan for property located at 382 Jarnagan Street. The property is in the Planning Growth Area and contains approximately 11 ½ acres. The request is to split the property into two tracts of 9 ½ acres and 2 acres with a waiver of the Master Street right of way dedication requirements. Staff recommends approval subject to the following conditions of approval: Number one, Planning Commission determination of the requested waiver to relieve applicant of the dedication of right-of-way required as part of the Master Street Plan. The requirement is for 45 feet from centerline. Approximately 60,000 square feet is the area of required dedication. Number two, survey shall show the limits of the 100 year floodplain. Number three, survey shall describe the 15 feet on either side of Jarnagan Lane as right-of-way dedicated to Washington County. Number four, applicant shall obtain approval from Washington County Planning prior to filing this lot split. An elevation certificate shall be required prior to building. Flood insurance may be required on all new structures. Number five, Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications). Is the applicant present? Do you have a presentation you would like to make to the Planning Commission? If so, would you please come forward, state your name and provide us with the benefit of your presentation.

Varner: My name is Dale Varner and I represent the Hannan's and the Jarnagan's. This is a situation where a father who owns 11 acres roughly wants to split off 2 and give it to his daughter so she can build a house on the property that he's had for 45 to 50 years. They have no objection to the issuance to the easement across the front of the two acres. However, they request a waiver of the request by the Planning staff for the 45 foot cutting across the back of the 2 acre lot. It seems to me, at this point in time, there is no street that's really dedicated or close to the property and it's a proposal that may or may not happen. I think that in a sense that if they were forced to give this up in the hopes that some day to have a street that goes through there, it would really be taking his property without the benefit of getting money that you would be entitled to if it was condemned for a road purpose. It seems to me that, under the circumstances, this is not a big development that's going through there and they are going to build their own home on the property. There is some problem with the floodplain that the front part of

the property is lower than the back and they will be building on the back portion of the property, it's about five feet higher than the front. I don't think there is a flood problem, although it is in the floodplain area. I think that under the circumstances that this is a father who wants his family to live close to him and be a part of the property that he has owned for a long period of time. You are really straining to hold them to some rigid requirements especially since they are in the growth zone and not in the City of Fayetteville. Recognizing that there must be some orderly positions held for future developments but under these circumstances it doesn't look like Mr. Jarnagan is going to do anything on the basis of developing the property other than his own family and I don't think that's going to be a burden on the City. He has his own water supply, he has his own lane that goes up through there. They are requesting that this go up into this property and if it does a part of the right-of-way will go right through his barn and some of the other areas that he already has. I don't think, since he is donating the property to his daughter that he shouldn't sacrifice what will happen to his barn because of some requirement. This is really his driveway in a sense and it has been a dedicated lane, it's not a highway. It is not a dedicated road in any sense. They have no objection to the utility easement and whatnot, they have no objection to widening the lane in front of their property by 15 feet but not to the expense of the father. If you will look on the map the lane on one side has property owned by other people, not the father. There are other houses that are not listed there on the map that they are right close to the corner where Jarnagan Lane and that two acres are. It isn't one of those situations where the road is going to be widened. It will be alright up against their property but they have no control over what happens to the property across those two acres. The lane itself has been dedicated already and they have no control over that and connecting to 16.

PUBLIC COMMENT:

Estes: Is there any member of the audience who would like to provide public comment on this requested lot split?

COMMISSION DISCUSSION:

Estes: Seeing none, I'll bring it back to the Commission for discussion, motions and consideration.

Bunch: Just a matter of housekeeping and clarification, it is unclear on the drawing just where Jarnagan Lane starts and the applicants driveway starts. In our conditions of approval it does mention in number three that 15 feet on either side of Jarnagan Lane as right-of-

way. The point was raised that one side of the street is someone else's property. I think it would help to clarify, for the record, just where Jarnagan Lane ends and the driveway begins. Tim, could you shed some light on that?

Conklin: On their survey, tract A, Jarnagan Lane is located within the property so they own both sides. Approximately 209 feet south of tract A includes tract B, that is the location where we only have 15 feet on the east side.

Bunch: Is it only on the front of tract B?

Conklin: It's in front of both tracts.

Bunch: We are saying that the road actually extends into tract A rather than that being his driveway?

Conklin: Yes. By our ordinance requirements they are required to have 75 feet of road frontage for tract A. Therefore, it does extend into tract A, it does not end at tract B.

Hoffman: To get 75 feet we are extending the road up through their property?

Conklin: Yes. They are required to have 75 feet of road frontage.

Hoffman: In essence tract A would wrap around it. I thought the issue was more of a right-of-way dedication for Starr Drive on the east but that doesn't seem to be an issue anymore?

Conklin: That still is an issue. They are requesting the Planning Commission wave that dedication of requirement, in condition number one. We did place in your packet on 1.7 that ordinance requirement under 156.03(d)(1)(a)(3). It states "..the Planning Commission may approve a lesser dedication in the event of undue hardship or practical difficulties. Such lessor dedication shall be subject to approval by the City Council." They are asking at this time not to dedicate that right-of-way.

Hoffman: I would like to hear a little bit more from that applicant. I would view the hardship as being extension of Jarnagan Lane into the property between the house and the barn and if tract A, at some time, were to develop more densely then that would be looked at as a function of the size of the property for either a rezoning or large scale development or something. There doesn't seem to me to be as compelling a hardship on the east side because there are no structures currently located there. If some were posed at a later

date and it didn't look like that road was going to develop, a future Commission could address it then. I would be willing to consider a lesser right-of-way up through the middle of his property on tract A but keep the required dedication for Starr Drive. Would it be okay for the applicant to respond to that?

Varner: My client has no objection to dedication of the street that runs by the small two acre portion to put it there but not clear up into his where Jarnagan Lane ends and runs into his property. It's more or less a driveway in a sense, it's not part of the lane. They have no objection to widening or giving the easement across the two acre portion that's being cut off.

Hoffman: The reason I'm saying that I would view it as being okay to stop it at the property or thereabouts would be because it's not shown to be a through street on our Master Street Plan but I'm also addressing Starr Lane on the east side of the property, that is shown to be a through street. As these larger tracts develop in the future, I think that it's important that the Planning Commission consider it. We are pretty big on connectivity and it would be important for us to retain that flexibility. I think we all drive on roads now that were at some time dedicated as right-of-way prior to development.

Varner: The problem that I see in terms of that on the east end, that the 90 feet that is required, if and when this is annexed into the City then the street would go through, that could be taken into consideration at that time. I don't think that, under the circumstances, if we are talking 10 or 20 years before they develop that road, we would be taking that property without compensation by forcing them to give a right-of-way through there right now just for the sake of giving their daughter a place to build a house. Somehow I don't find that quite ethical.

Hoffman: We certainly don't want to appear to be punitive and that's not my intention at all. It's a question of trying to apply the subdivision regulations evenly across the board. As lots are subdivided and re-subdivided, the Planning Commission typically does require the right-of-way to be left aside. There have been times where other people have shown, over long periods of time, if the development is not warranted then we can take a look at the Master Street Plan and the Master Street Plan goes through public hearings and so on and so forth. We've revised it several times within the last year.

Varner: I certainly would agree that if this was a development which would be putting 20 or 50 houses in there, there would be a problem later on with deciding where the road is going to go and we would have to take houses out to accomplish it. I could certainly understand that. They have no intention of building close enough to that proposed

right-of-way that it might happen to create this. This is not a big development, he's giving his daughter two acres to build a house on. It isn't going to create a problem I can see for any future development the City might have by putting that Starr Lane through there.

Estes: The reason that we must consider the dedication of right-of-way is because of our Unified Development Ordinance in Section 156, is that correct?

Conklin: That is correct. Any time you consider a lot split, the applicant is required to dedicate the right-of-way based on the Master Street Plan.

Estes: That is City ordinance?

Conklin: That is correct.

Ward: Tim, if we approve this, they can appeal to City Council if they want to get this street dedication changed?

Conklin: If you approve a condition that they dedicate it, yes they could appeal that decision. If you make a recommendation not to require them to dedicate it, it still needs to go to City Council and they have to approve that lesser dedication.

Varner: I might indicate that in the event that this is turned down, that they are required to do this, you are not going to have a lot split. There is not going to be a portion to have.

Hoffman: Are you referring to the dedication on the east for Starr or are you referring to both?

Varner: Just to Starr.

Ward: With what we have to work with, the only thing we can do is approve a lesser dedication, in the event that you can prove an undue hardship. We've done this in past where somebody had a home right where a major arterial was going through. We've taken deed restrictions where they couldn't put any other structures on this land. It looks like we are talking about an acre and a half here of dedication you are being asked to provide. At this level, unless you can show us an undue hardship, I don't think we have any choice.

Varner: It certainly is an undue hardship on the people who are planning to build a home near their father so they can look after their father. It's not like they are going to build 20

houses in there. It certainly is an undue hardship on them in terms of having to look someplace else to build a home and they wanted on the family land. It's not like the father just went in and bought the acreage.

Ward: If next week we wanted to extend that road through their property, we would have to come out and buy it and condemn it, take the property one way or the other and pay them for that right which we are not having to do at this point since they are asking us a favor.

Varner: They would consider that they would give a covenant that they would not build on that proposed right-of-way and when it comes time to build it or do whatever you are going to do with it, as far as the road is concerned, they could decide what they have to do. The City is going to have to buy it or whatever.

Estes: My views are in conformity to Commissioner Ward's. We have this UDO section that when there is a subdivision creating only one new lot or lot split, which is what is before us, that we must consider a dedication of right-of-way. There is nothing subjective on our part, it's mandated by ordinance and we must follow the ordinance. It provides that Planning Commission may approve a lesser dedication in the event of undue hardship or practical difficulties. Even if we approve a lesser dedication, it's subject to approval by the City Council. We've got to make a finding of fact that there is an undue hardship or practical difficulty. When we discussed this at agenda and also at Subdivision, there was some reference to, in the past, if we have ever done such a thing. The answer was "Yes". For example where the dedication of right-of-way went through somebody's home. In this case, I concur with Commissioner Ward. Let me ask staff some questions, Starr Road is on the Master Street Plan?

Conklin: Yes. It is designated as a collector and minor arterial street.

Estes: It extends north from Huntsville and connects with Wyman Road to the north?

Conklin: It goes north of Wyman Road and when you get to the top of the hill, before it turns back to the west, it continues on north as a minor arterial, Starr Road south of Highway 45 back to the east, it is designated as a collector street. The portion of right-of-way that we are looking at today is located between Wyman Road and Huntsville Road, it's at the east end of this lot so it would be one piece of undeveloped right-of-way that would be dedicated to the City at this time.

Estes: To grant the requested waiver, we cannot amend the Master Street Plan?

Varner: Does the Master Street Plan include the growth area?

Conklin: Yes it does.

Estes: The way I view it is, we cannot, in this proceeding this evening, amend the Master Street Plan and to grant the requested waiver. We are going to have to ignore, pay no attention to or amend, see no evil, hear no evil, do no evil. We are going to have to create a fiction that the Master Street Plan doesn't exist. We can't do that. The second thing we would have to do, according to the ordinance, is make a finding of undue hardship or practical difficulties.

Varner: I guess the Planning Commission has to do what they have to do but it's going to eliminate the need for a lot split. I would almost guarantee it.

Estes: On condition number three, I'm in agreement with Commissioner Hoffman, I don't see any reason to run that 15 foot on either side of Jarnagan Lane as a right-of-way, past the point where the west 230 foot line meets the north 209 foot line. I would not be in favor or requiring that at all. I would not grant the requested waiver of the dedication of right-of-way because I just don't see that we can do it.

MOTION:

Hoffman: I was going to enter a motion because I do agree with the others about Starr Drive right-of-way. I think that if he wants to take the case to City Council to request that they waive or change the Master Street Plan, that's certainly your right to do so. I agree with you, there is no point at all in having the extension of Jarnagan Lane up into the property. I think that's your hardship. Therefore, my motion would be to recommend LS 01-20.00 with the amendment to condition number three, that the 15 feet on either side of Jarnagan Lane dedicated as right-of-way not extend past the northwestern point of tract B, that it extend only to that intersection at the northwestern corner of tract B, where it adjoins tract A. Leave in place the right-of-way dedication for Starr Drive.

Ward: Second.

Estes: We have a motion by Commissioner Hoffman and motion by Commissioner Ward, is there any discussion?

Ward: Would the applicant like to pull or table this or do you want us to go ahead and go

through with the voting of it.

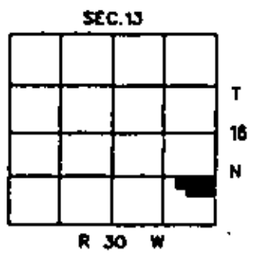
Varner: I assume you have a vote on it because the other alternative they may have is to ask the Council to change it and if they are denied there, they can also withdraw their motion. I guess we need to take the next step to where we are needing to go to get some relief.

Estes: Any other discussion? Sheri, would you call the roll please?

ROLL CALL:

Upon roll call LS 01-20.00 is approved by a unanimous vote of 8-0-0.

LOCATION MAP



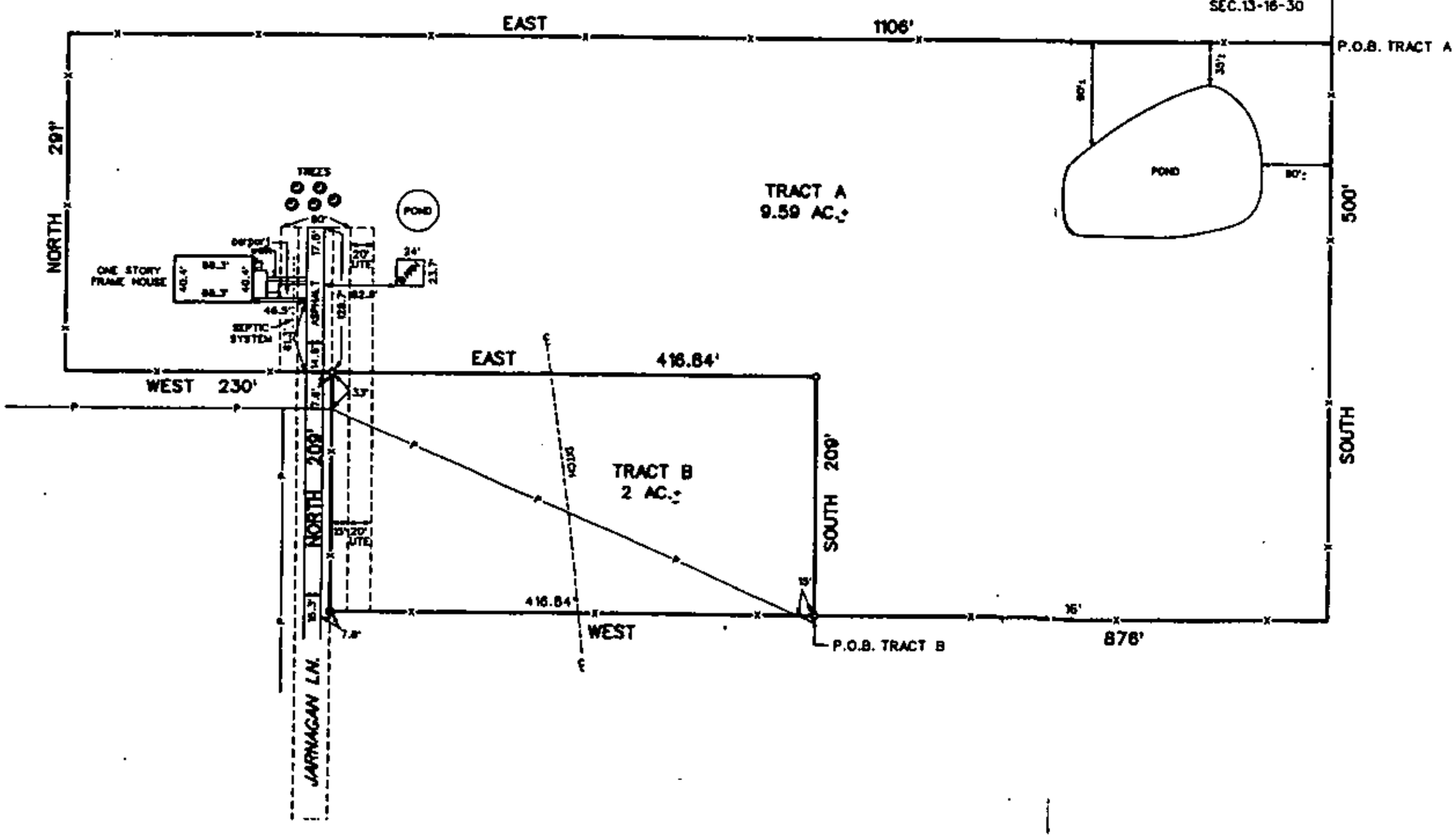
NOTE:

THIS PROPERTY IS AFFECTED BY THE 100 YEAR FLOOD PLAIN:
FLOOD MAP #05143C0011 5D
DATED: July 21, 1999

0 25 50 75 100 200
SCALE IN FEET

LEGEND

—x— FENCE
● FOUND IRON P
—P— POWERLINE
○ SET IRON



#7

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 588 CODIFIED AS SECTION 36.15 OF THE CODE OF THE CITY OF FAYETTEVILLE, ARKANSAS TO CHANGE THE NUMBER OF DAYS ALLOWED FOR REFERENDUM PETITIONS TO BE FILED FROM 31 DAYS TO 90 DAYS

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

Section 1. That Ordinance No. 588, codified as §36.15 of the Code of Fayetteville is amended by deleting "31" and replacing it with "90" so that the section shall now be:

> **"§36.15 When petition to be filed.**
>
> "All referendum petitions under Amendment 7 to the Constitution of the State of Arkansas must be filed with the city clerk within 90 days after the passage of the ordinance to which it relates."

PASSED and **APPROVED** this the _____ day of August, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

DRAFT TENTATIVE AGENDA
CITY COUNCIL
JULY 3, 2001

A meeting of the Fayetteville City Council will be held on Tuesday, July 3, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **DOUBLE SPRINGS RD. BRIDGE:** A resolution approving the construction contract with Gray Construction, Inc. for Double Springs Bridge over Owl Creek sewer relocation project, in the amount of $41,577.95, and a 15% project contingency in the amount of $6,236.

B. OLD BUSINESS

C. NEW BUSINESS

1. **ZONING DISTRICTS:** An ordinance amending Chapter 160, Zoning Districts, and Chapter 161, Zoning Regulations, of the Unified Development Ordinance to include additional multi-family zoning districts, RMF-6, RMF-12, and RMF-18.

Consent agenda

airport - Gary Amos.
- Bad Creek improve. / grant.
- City O. Eng. design of drainage.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
MAY 15, 2001

A meeting of the Fayetteville City Council will be held on May 15, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

* Nominating Committee Report.

A. CONSENT

1. **APPROVAL OF THE MINUTES :**

2. **OFFER AND ACCEPTANCE:** A resolution approving the offer and acceptance for the transfer of vacant property located at 897 N. Crossover Road from the City of Fayetteville to the William E. House Trust.

Remove from agenda

3. **SENIOR CENTER:** A resolution approving Change Order No. 1 in the amount of $34,977.00 to the contract with Harrison Davis Construction Company for additional construction services to the Walker Park Senior Center and approval of a budget adjustment.

4). ST. TREE INVENTORY. 5). Seg. Boat dock 6) Center Prairie trail.

B. OLD BUSINESS

1. **PHYSICAL ALTERATION OF LAND:** An ordinance amending Section 169.03 of the Code of Fayetteville, Physical Alteration of Land. The ordinance as left on the second reading at the May 1, 2001 meeting.

2. **STORMWATER AND DRAINAGE:** An ordinance amending Section 170.03 of the Code of Fayetteville, Stormwater Management, Drainage and Erosion Control. The ordinance was left on the second reading at the May 1, 2001 meeting.

3. **TREE PROTECTION AND PRESERVATION:** An ordinance amending the Tree Protection and Preservation Ordinance to allow for a waiver, reduction or alteration in the requirements of the Tree Preservation Ordinance. The ordinance was left on the first reading at the May 1, 2000 meeting.

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

C. NEW BUSINESS

1. **RZ 01-8.00:** An ordinance approving rezoning request RZ 01-8.00 as submitted by Deborah Sexton on behalf of WHM Land Investments, Inc. for lots 76-83 located in Meadowlands Subdivision Phase I and II. The property is zoned R-1.5 Moderate Density Residential and contains approximately 1.79 acres. The request is to rezone to R-1, Low Density Residential.

2). HMR

3). PARK HMR.

~~4). [illegible]~~

4). Special Election.

5). Garland Ave.

Nominating Com.
1st Wednesday.
4:00 June 5
1st Thursday. 6
need com. opening for aldermen.

BD moved to be added.
RZ Second
approved by majority.

STAFF REVIEW FORM

RECEIVED
JUL 05 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution of delegating signatory authority in connection with State Revolving Loan Assistance.

COST TO CITY:

$Not Applicable		
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	6/28/01 Date	Internal Auditor	6/28/01 Date
City Attorney	6/22/01 Date	ADA Coordinator	Date
Purchasing Officer	6/29/01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution.

Division Head	Date
Department Director	Date
Administrative Services Director	7/2/01 Date
Mayor	7/2/01 Date

Cross Reference

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

Prev Ord/Res #:_____

Orig Contract Date:_____

Orig Contract Number:_____

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp signatory delegation resolution agenda request.wpd

STAFF REVIEW FORM - Page 2

Description Delegation of Signatory Authority for RLF Meeting Date July 17, 2001

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp signatory delegation resolution agenda request.wpd

RESOLUTION NO.

A RESOLUTION DELEGATING SIGNATORY AUTHORITY IN CONNECTION WITH STATE REVOLVING LOAN FUND ASSISTANCE

WHEREAS, the City of Fayetteville, Arkansas (the "City") deems it necessary and proper to apply for State loan assistance under Title VI of the Water Quality Act of 1987, Public Law 100-4, and the rules and regulations pursuant thereto, in order to fund all or a portion of the costs of the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction and equipping of modifications to the sewer collection system; and, for construction and equipping of improvements to the existing sewer treatment plant; herein after called Project:

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

Section 1. That Dan Coody, Mayor, and Ted Webber, Administrative Services Director, as the Signatory Agents of the City, or the successors of said Signatory Agents, are hereby authorized and directed to make application for assistance with respect to the Project under Public Law 100-4 and the Arkansas Revolving Loan Fund and to sign the acceptance of the loan agreement, when made, and any other documents required to complete the Project, on behalf of the City.

Draft

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the Arkansas Revolving Loan Fund Program.

PASSED AND APPROVED this ____ day of July, 2001.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk
[SEAL]

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RECEIVED
JUL 05 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

COST TO CITY:

$Not Applicable		
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	6/28/01 Date	Internal Auditor	6/28/01 Date
City Attorney	6/29/01 Date	ADA Coordinator	Date
Purchasing Officer	6/29/01 Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution.

Division Head	Date
Department Director	Date
Administrative Services Director	7/2/01 Date
Mayor	7/2/01 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp reimbursement resolution agenda request.wpd

STAFF REVIEW FORM - Page 2

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp reimbursement resolution agenda request.wpd

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY

WHEREAS, the CITY of Fayetteville, Arkansas (the "CITY") desires to obtain financing for the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction and equipping of modifications to the sewer collection system; and, for construction and equipping of improvements to the existing sewer treatment plant; herein after called Project; and

WHEREAS, the total costs of the Project, including expenses associated with the financing thereof, are presently estimated to be approximately $120,000,000; and

WHEREAS, the CITY does not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the CITY proposes to obtain the necessary funds to accomplish the Project and to pay related expenses from one or both of the following sources:

(a) tax-exempt revenue bonds issued and sold by the Arkansas Development Finance Authority ("ADFA") under the Arkansas Revolving Loan Fund Program, a portion of which proceeds would be loaned to the CITY ("ADFA Bonds"); or

(b) tax-exempt revenue bonds issued by the CITY and sold through an underwriter or to a bank or governmental entity ("CITY Bonds"); and

WHEREAS, the total principal amount of CITY Bonds and ADFA Bonds allocated to the Project and related expenses will not exceed $125,000,000; and

WHEREAS, the proceeds of ADFA Bonds would be made available to the CITY through the issuance by the CITY and the sale to ADFA of an evidence of indebtedness of the CITY in the form of a bond; and

WHEREAS, the purpose of this Resolution is for the CITY to declare its "official intent" to reimburse itself for certain preliminary costs (INCURRED by or on behalf of the CITY and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of Treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the CITY's "official intent" to reimburse itself from the proceeds of ADFA Bonds or CITY Bonds for preliminary costs of the Project and related expenses advanced by the CITY.

Section 2. That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Soil and Water Conservation Commission, as the agency overseeing the State's Revolving Loan Fund Program.

PASSED AND APPROVED this _____ day of July, 2001.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Draft

[SEAL]

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STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF JULY 17, 2001 **MAYOR'S APPROVAL**

FROM:

Stephen Davis	Budget & Research	
Name	Division	Department

ACTION REQUIRED: Approval of Ordinance calling a special election to decide whether or not to approve a three-fourths cent sales and use tax to fund the issuance of not to exceed One Hundred Twenty-Five Million Dollars of Capital Improvement Bonds to finance all or a portion of the acquisition, construction, reconstruction, extending, improving and equipping of wastewater treatment plants, sewerage and related facilities.

COST TO CITY: Approximately $20,000.00 for special election costs

$12,500.00	$71,068.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1510-5318-00	$ 30,616.00	City Clerk
Account Number	Funds Used to Date	Program Name
	$40,452.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __XX_ Budgeted Item _____ Budget Adjustment Attached

Budget Manager _____ Administrative Services Director _____

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date 7/6/01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head _____ Date _____

Department Director _____ Date 7/10/01

Administrative Services Director _____ Date 7/6/01

Mayor _____ Date _____

CROSS REFERENCE

New Item: **YES** No

Previous Ordinance/Resolution No.: _____

STAFF REVIEW FORM - Page 2

Description Special Election Ordinance Meeting Date July 17, 2001

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp special election ordinance agenda request.wpd

STAFF REVIEW FORM

XX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of an ordinance calling for a Special Election to authorize the continuance of a portion of an existing sales & use tax to fund the debt service for the Wastewater Treatment Plant Expansion Project.

COST TO CITY:

$12,500 estimated	71,068.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1510-5318-00	30,616.00	City Clerk
Account Number	Funds Used To Date	Program Name
	40,452.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Marsha Fentiny	6/28/01	Nancy Smith	6/28/01
Accounting Manager	Date	Internal Auditor	Date
[signature]	6/29/01		
City Attorney	Date	ADA Coordinator	Date
[signature]	6/29/01		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of ordinance.

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:_____

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp special election ordinance agenda request.wpd

July 10, 2001

AGENDA SESSION
CITY COUNCIL
JULY 17, 2001

NEW ITEMS:

1. **BUSINESS / TECHNOLOGY PARK:** A resolution authorizing the City of Fayetteville to apply to the state of Arkansas Depatment of Finance and Administraton for a grant from the Economic Development of Arkansas Fund for Construction of Water and Sewer Lines and Street necessary to develop the Arkansas Business/Technology Park.

   – Need map of wetland & lay out. see Maguire.

2. **APPEAL OF A PLANNING COMMISSION DECISION:** An appeal of a Planning Commission Decision regarding the Hannan Lot Split.

ADDITIONAL INFORMATION:

1. **SPECIAL ELECTION:** Additional information for item C.1 under New Business.

2). Signatory authority – Revised Res.

RESOLUTION NO._____

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

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

WHEREAS, we have a client that is very interested in moving into the Arkansas Business/Technology Park located parallel to 540. The client's intent is to lease a 10,000 square foot building that will ultimately employ approximately 200 employees that will generate $60 million in sales in a two year time frame.

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2001.

APPROVED

By:_____
Dan Coody, Mayor

ATTEST

By:_____
Heather Woodruff, City Clerk

Fayetteville
CHAMBER OF COMMERCE

July 10, 2001
Our 112th Year

Mr. Bob Davis
Alderman
CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Arkansas Business/Technology Park

Dear Alderman:

Your Fayetteville Industrial Development Corporation is seeking to access additional grant funds from the Economic Development of Arkansas Fund Commission. Thus far, our efforts have brought in $193,460.00 during the term of Mayor Fred Hanna. As the attached application suggests, however, the FIDC is pursuing an additional $1,341,100.

We have a client that is very interested in moving into the Arkansas Business Technology Park located parallel to 540. The clients intent is to lease a 10,000 square foot building that will ultimately employ approximately 200 employees that will generate $60 million in sales in a two year time frame.

In order to have our application considered, it's necessary for the Fayetteville City Council to adopt a resolution authorizing the mayor to sign the necessary documents. Accordingly, you should find a proposed resolution for the Council's consideration. Please get this project placed on the next Council Work Session.

Should you have questions, or if I can be of further assistance to you, please do not hesitate to call.

Sincerely,

Bobby Ferrell

Bobby Ferrell
President/CEO

Enclosure: Proposed Resolution

ACCREDITED

123 WEST MOUNTAIN • P.O. Box 4216 • FAYETTEVILLE, ARKANSAS 72702-4216 • (501) 521-1710 • FAX (501) 521-1791

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF JULY 17, 2001 **MAYOR'S APPROVAL**

FROM:

Stephen Davis	Budget & Research	
Name	Division	Department

ACTION REQUIRED: Approval of Ordinance calling a special election to decide whether or not to approve a three-fourths cent sales and use tax to fund the issuance of not to exceed One Hundred Twenty-Five Million Dollars of Capital Improvement Bonds to finance all or a portion of the acquisition, construction, reconstruction, extending, improving and equipping of wastewater treatment plants, sewerage and related facilities.

COST TO CITY: Approximately $20,000.00 for special election costs

$12,500.00	$71,068.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1510-5318-00	$ 30,616.00	City Clerk
Account Number	Funds Used to Date	Program Name
	$40,452.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __XX_ Budgeted Item _____ Budget Adjustment Attached

Budget Manager _____ Administrative Services Director _____

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date 7/6/01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date
Department Director	Date
Administrative Services Director	Date 7/10/01
Mayor	Date 7/6/01

CROSS REFERENCE

New Item: **YES** No

Previous Ordinance/Resolution No.: _____

STAFF REVIEW FORM - Page 2

Description Special Election Ordinance Meeting Date July 17, 2001

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

H:\BUDGET\PROJECTS\OTHER\wwtp_exp\wwtp special election ordinance agenda request.wpd

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of July 17, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Approval of an ordinance calling for a Special Election to authorize the continuance of a portion of an existing sales & use tax to fund the debt service for the Wastewater Treatment Plant Expansion Project.

COST TO CITY:

$12,500 estimated	71,068.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1510-5318-00	30,616.00	City Clerk
Account Number	Funds Used To Date	Program Name
	40,452.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Marsha Fulthing	6/28/01	Nancy Smith	6/28/01
Accounting Manager	Date	Internal Auditor	Date
	6/29/01		
City Attorney	Date	ADA Coordinator	Date
	6/29/01		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of ordinance.

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:_____

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ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION ON THE QUESTION OF THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED TWENTY-FIVE MILLION DOLLARS ($125,000,000) OF CAPITAL IMPROVEMENT BONDS BY THE CITY FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, EXTENDING, IMPROVING AND EQUIPPING OF WASTEWATER TREATMENT PLANTS, SEWERAGE, AND RELATED FACILITIES; LEVYING A SPECIAL LOCAL SALES AND USE TAX AT THE RATE OF THREE-QUARTERS OF ONE PERCENT (0.75%) WITHIN THE CITY TO BE PLEDGED TO THE PAYMENT OF THE BONDS, WHICH LEVY SHALL CEASE UPON RETIREMENT OF THE BONDS; CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTION OF THE ISSUANCE OF THE BONDS; DEFINING THE TERM "SINGLE TRANSACTION"; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas recognizes and determines there is a great and pressing need to substantially increase the City's wastewater treatment capacity; and

WHEREAS, if the citizens of Fayetteville elect to use a special citywide sale tax to finance this capital improvement, many millions of dollars of financing expense would be saved in comparison with financing this improvement by a large increase in sewer rates for the customers of the Fayetteville wastewater system; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas has determined that there is a great need for additional sources of revenue to finance capital improvements to meet the needs of the residents of the City; and

WHEREAS, Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act of 1985") authorizes the issuance of capital improvement bonds by cities, which bonds may be secured by the pledge of the receipts of the special citywide sales and use tax prescribed by the Local Government Bond Act of 1985; and

WHEREAS, said special citywide sales and use tax is to be levied and collected only on the first $2,500 of each single transaction; and

WHEREAS, an existing citywide sales and use tax is presently being levied pursuant to the Local Government Bond Act at the rate of One Percent (1%), which levy

expires on March 31, 2002; and

WHEREAS, if approved by the electors of Fayetteville the City Council of Fayetteville, Arkansas has determined to issue its capital improvement bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) for the purpose of financing all or a portion of the costs of the acquisition, construction, reconstruction, extending, improving, and equipping of wastewater treatment plants, sewerage and related facilities, which Bonds are to be secured by the pledge of all of the receipts of a three-quarters of one percent (0.75%) special citywide sales and use tax, as authorized by the Local Government Bond Act; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance of the Bonds by the City of Fayetteville, and to define the term "single transaction";

NOW, THEREFORE, BE IT ORDAINED by the City Counsel of the City of Fayetteville, Arkansas:

Section 1. That under the authority of the Local Government Bond Act and subject to the approval by the electors of the City of Fayetteville as provided in Section 3 below, there is hereby authorized the issuance of the City's capital improvement bonds in the aggregate principal amount of not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) (the "Bonds") for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and related facilities (the "Project"). If the issuance of the Bonds is approved by the electors of the City, the Bonds may thereafter be issued in one or more series from time to time in an aggregate principal amount not to exceed the principal amount approved by the City's electors. If approved by the electors of the City and issued, the Bonds shall be secured by a pledge of and a lien upon all of the receipts of a three-quarters of one percent (0.75%) special citywide sales and use tax (the "Sales and Use Tax"), as authorized by the Local Government Bond Act.

Section 2. That under the authority of the Local Government Bond Act and subject to approval by the electors of the City as provided in Section 3 below, there is hereby levied the Sales and Use Tax at the rate of three-quarters of one percent (0.75%) on the gross receipts from the sale at retail within the City of all items which are subject to the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq.*), and an excise (or use) tax on the storage, use, distribution or other consumption within the City of tangible personal property purchased, leased or rented from any retailer outside the State of Arkansas after the effective date of the Sales and Use Tax for storage, use, distribution or other consumption in the City at the

rate of three-quarters of one percent (0.75%) on the sale price of the property or, in the case of leases or rentals, on the lease or rental price, the rate of the use tax to correspond to the rate of the sale tax. The use tax portion of the Sales and Use Tax shall be collected according to the terms of the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq.*). The Sales and Use Tax shall be levied and collected only on the first $2,500 of each "single transaction" (as defined in Section 9 hereof). The levy and collection of the Sales and Use Tax shall commence on April 1, 2002 and shall cease upon retirement of the Bonds.

Section 3. That there be, and there is hereby called, a special election to be held on Tuesday, November 6, 2001, at which election there shall be submitted to the electors of the City the question of the issuance of the Bonds.

Section 4. That the question shall be placed on the ballot for the special election in substantially the following form:

> There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars [$125,000,000] (the "Bonds") pursuant to Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act of 1985") for the purpose of financing all or a portion of the costs of the acquisition, construction, reconstruction, extending, improving and equipping of the Wastewater System Improvement Project which encompasses building and equipping a second wastewater treatment plant, modifying, extending and improving the sewer collection system, reconstruction and improving the current wastewater treatment plant, making land and equipment purchases, procuring construction and professional services, obtaining regulatory approvals and permits, and doing all other necessary things to increase and improve the City of Fayetteville's wastewater treatment capacity and related facilities. If the issuance of the Bonds is approved, the Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of three-quarters of one percent (0.75%) levied pursuant to the Local Government Bond Act (the "Sales and Use Tax"). If the issuance of the Bonds is approved, the levy and collection of the Sales and Use Tax shall commence on April 1, 2002 and shall cease upon retirement of the Bonds.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars ($125,000,000) for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and other related improvements .....☐

AGAINST the issuance of Bonds in principal amount not to exceed One Hundred Twenty-Five Million Dollars [$125,000,000] for the purpose of financing all or a portion of the costs of acquiring, constructing, reconstructing, extending, improving and equipping wastewater treatment plants, sewerage and other related improvements .....☐

Section 5. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Local Government Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in the *Northwest Arkansas Times,* the publication to be not less than ten (10) days prior to the date of the election.

Section 6. That a copy of this Ordinance shall be given to the Washington County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance and a map clearly showing the boundaries of the City shall also be provided to the Director of the Department of Finance and Administration and to the Treasurer of the State of Arkansas as soon as practical.

Section 7. That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in the *Northwest Arkansas Times.* The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 8. That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the levy of the issuance of the Bonds is approved by the electors, to cause the Sales and Use Tax to be collected in

accordance with the Local Government Bond Act, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 9. That, for purposes of the Sales and Use Tax, the term "single transaction" is defined according to the nature of the goods purchased as follows:

A. When two or more devices in which, upon which or by which any person or property is, or may be, transported or drawn, including, but not limited to, on-road vehicles, off-road vehicles or farm vehicles, whether required to be licensed or not, airplanes, water vessels, motor vehicles, non-motorized vehicles and mobile homes, are sold to a person by a seller, each individual unit, whether part of a "fleet" sale or not, shall be treated as a single transaction for the purposes of the Sales and Use Tax;

B. Charges for utility services which are subject to the Sales and Use Tax, and which are furnished on a continuous service basis, whether such services are paid for daily, weekly, monthly or annually, shall be computed in daily increments, and each such daily charge increment shall be considered to be a single transaction for the purposes of the Sales and Use Tax;

C. For sales of building materials and supplies to contractors, builders or other persons, a single transaction, for the purposes of the Sales and Use Tax, shall be deemed to be any single sale which is reflected on a single invoice, receipt or statement, on which an aggregate sales (or use) tax figure has been reported and remitted to the State of Arkansas;

D. When two or more items of major household appliances, commercial appliances, major equipment or machinery are sold, each individual unit shall be treated as a single transaction for the purposes of the Sales and Use Tax; and

E. For groceries, drug items, dry goods and other tangible personal property and/or services not expressly covered in this Section 9, a single transaction, for the purposes of the Sales and Use Tax, shall be deemed to be any single sale which is reflected on a single invoice, receipt or statement, on which an aggregate sales tax figure has been reported and remitted to the State of Arkansas.

Section 10. That Kutak Rock LLP is hereby engaged as Bond Counsel and Stephens Inc. is hereby engaged as Underwriter or Financial Advisor, as appropriate, with respect to the issuance of the Bonds. The fees and expenses of Bond Counsel and the Underwriter shall be a cost of issuance of the Bonds to be paid with Bond proceeds, if allowed.

Section 11. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of July, 2001.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

(S E A L)

CERTIFICATE

The undersigned, City Clerk of the City of Fayetteville, Arkansas, hereby certifies that the foregoing is a true and perfect copy of an Ordinance adopted at a regular meeting of the City Counsel of the City of Fayetteville, Arkansas, held in Room 219 of the City Administration Building at 6:30 p.m. on July 17, 2001.

DATED: July _____, 2001

_____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
JULY 17, 2001

A meeting of the Fayetteville City Council will be held on July 17, 2001, at 6:30 p.m. Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **PASS THROUGH FEE:** A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.

3. **SAGE HOUSE:** A resolution approving the contract in the amount of $162,500 between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.

4. **QUALITY OF LIFE ASSOCIATES:** A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated in the amount of $100,000 for the purpose of designing and constructing a facility to house the clients served by this organization.

5. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.

6. **SYSTEM RESOURCES:** A resolution approving an annual maintenance agreement in the amount of $10,476.00 with System Resources for hardware maintenance on system printers.

7. **WOMEN'S SHELTER:** A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.

8. **LOCAL LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2001 Local Law Enforcement Block Grant in the amount of $36,058.00. The total project is $40,065.00 and requires a 10% City match of $4,007.00. This grant will be used for the purchase of video equipment to place in patrol cars.

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

B. OLD BUSINESS

1. **APPEAL:** An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was amended and left on the second reading at the July 3, 2001 meeting.

C. NEW BUSINESS:

1. **SPECIAL SALES TAX ELECTION:** An ordinance calling for a Special Election to authorize a sales and use tax to fund the debt service for the Wastewater Treatment Plant expansion Project.

2. **WASTEWATER TREATMENT PLANT:** A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

3. **SIGNATORY AUTHORITY:** A resolution delegating signatory authority in connection with State Revolving Loan Assistance.

D. INFORMATIONAL ITEM:

1. **PARKING POLICY:** Informational item regarding uniform parking policies for the City of Fayetteville Phase I of the downtown municipal parking areas.

July 10, 2001

AGENDA SESSION
CITY COUNCIL
JULY 17, 2001

NEW ITEMS:

1. **BUSINESS / TECHNOLOGY PARK:** A resolution authorizing the City of Fayetteville to apply to the state of Arkansas Department of Finance and Administration for a grant from the Economic Development of Arkansas Fund for Construction of Water and Sewer Lines and Street necessary to develop the Arkansas Business/Technology Park.

2. **APPEAL OF A PLANNING COMMISSION DECISION:** An appeal of a Planning Commission Decision regarding the Hannan Lot Split.

ADDITIONAL INFORMATION:

1. **SPECIAL ELECTION:** Additional information for item C.1 under New Business.

FAYETTEVILLE

E CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
JULY 17, 2001

A meeting of the Fayetteville City Council will be held on July 17, 2001, at 6:30 p.m. Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. APPROVAL OF THE MINUTES July 3.

2. **PASS THROUGH FEE:** A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.

3. **SAGE HOUSE:** A resolution approving the contract in the amount of $162,500 between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.

4. **QUALITY OF LIFE ASSOCIATES:** A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated in the amount of $100,000 for the purpose of designing and constructing a facility to house the clients served by this organization.

5. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.

6. **SYSTEM RESOURCES:** A resolution approving an annual maintenance agreement in the amount of $10,476.00 with System Resources for hardware maintenance on system printers.

7. **WOMEN'S SHELTER:** A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.

8. **LOCAL LAW ENFORCEMENT BLOCK GRANT:** A resolution approving the application for the 2001 Local Law Enforcement Block Grant in the amount of $36,058.00. The total project is $40,065.00 and requires a 10% City match of $4,007.00. This grant will be used for the purchase of video equipment to place in patrol cars.

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

B. OLD BUSINESS

1. **APPEAL:** An ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was amended and left on the second reading at the July 3, 2001 meeting.

C. NEW BUSINESS:

1. **SPECIAL SALES TAX ELECTION:** An ordinance calling for a Special Election to authorize a sales and use tax to fund the debt service for the Wastewater Treatment Plant expansion Project. REVISED ORD

Change wording. See bond atty.

2. **WASTEWATER TREATMENT PLANT:** A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project. REVISED RESOLUTION

3. **SIGNATORY AUTHORITY:** A resolution delegating signatory authority in connection with State Revolving Loan Assistance. REVISED RESOLUTION.

D. INFORMATIONAL ITEM:

4. **PARKING POLICY:** Informational item regarding uniform parking policies for the City of Fayetteville Phase I of the downtown municipal parking areas.

5). Business / Tech Park. –

6). appeal – LS 01-2.00.

7). ord. tem ord in effect. 90 days.

CYRUS

Code. 36.15.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
JULY 17, 2001

A meeting of the Fayetteville City Council will be held on July 17, 2001, at 6:30 p.m. Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **PASS THROUGH FEE:** A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.

3. **SAGE HOUSE:** A resolution approving the contract between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.

4. **QUALITY OF LIFE ASSOCIATES:** A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated.

5. **RECORD DESTRUCTION:** A resolution authorizing the destruction of records.

6. **SYSTEM RESOURCES:** A resolution approving an annual maintenance agreement with System Resources for hardware maintenance on system printers.

7. **WOMEN'S SHELTER:** A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.

8. **OLD MISSOURI ROAD:** A resolution approving a change order in the not to exceed amount of $24,947 to the engineering services contract with Garver Engineers for additional conceptual designs and cost estimates for improvements to Old Missouri Road from the intersection of Rolling Hills north to Mud Creek Bridge.

Pull & send to Street committee — See Eng.

B. OLD BUSINESS

C. NEW BUSINESS

1. **PARKING POLICIES:** A resolution adopting a uniform parking policy for the City of Fayetteville Phase I of the downtown municipal parking areas.

Remove → 2. ~~**PARKING REGULATIONS:** An ordinance amending Section 72.99, Parking Regulations, of the Code of Fayetteville to amend the penalties for parking violations.~~

3. **STATE REVOLVING LOAN ASSISTANCE:** A resolution delegating signatory authority in connection with State Revolving Loan Assistance.

4. **WASTEWATER TREATMENT PLANT:** A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.

5. **SPECIAL ELECTION:** An ordinance calling for a Special Election to authorize the ~~continuance of a portion of an existing~~ a sales and use tax to fund the debt service for the Wastewater Treatment Plant expansion Project.

Check w/ Ted Webber on wording?

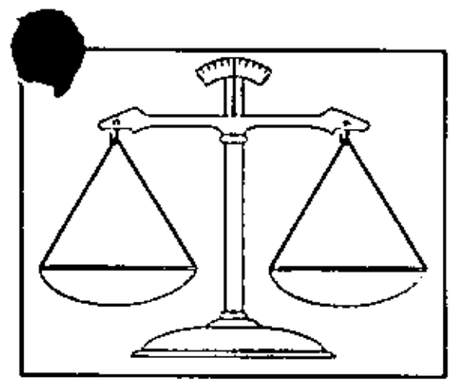
Check on advertising.

→ 3 leases airport - Dumas.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Heather** Woodruff, City Clerk

FROM: **Kit Williams**, City Attorney Kit

DATE: **July 18, 2001**

RE: **Passed Resolutions**

Enclosed please find copies of the following resolutions which were passed at last night's City Council meeting.

1. Resolution approving a lesser dedication
2. Resolution reauthorizing collection of the "fee"
3. Resolution approving contract for Sage House
4. Resolution approving grant agreement for Quality of Life Associates, Inc.
5. Resolution authorizing destruction of certain records
6. Resolution approving annual maintenance agreement for maintenance of system printers
7. Resolution authorizing execution of lease agreement with Project for Victims of Family Violence, Inc.
8. Resolution authorizing Fayetteville Police to purchase and install video equipment in patrol cars
9. Resolution of Intent regarding reimbursement of certain cost and expenses re: sewer system
10. Resolution delegating signatory authority re: state revolving loan fund assistance

07-18-01P04:15 RCVD

Questions on Bar Coding Equipment
Sole Source Requisition Request

- The New World Agreement states that the "Customer is responsible for site preparation and related costs to install the Exhibit 1 products." What will be the costs to make the requested bar coding equipment compatible with the existing applications? NONE
- (1) Does the requested hardware enhance the application's capability or does it simply maintain existing functionality?
- Since the requested hardware is not made by New World, can we save anything if we contract directly with hardware provider for the acquisition and not go through New World?
- Similarly and along this same vein, do we know of other potential suppliers of such hardware in order to complete the required Section 2.B. of the Sole Source Justification Statement?

Thank you.

GHW
6/13/07

(1) For Evidence Room
Accty for Guns, Drugs/Money.
Inventory of Entire Room in a
Reasonable Time.
Inventory Entire Room when Personnel Δ.

Mayor - I suggest we process this request. It will complete the automation effort in the Police evidence room. Gives PD more accurate control over this inventory.

GHHuckaba

CITY OF FAYETTEVILLE
FINAL AGENDA
JULY 17, 2001
Tuesday, July 17, 2001 - 6:30 p.m.

A meeting of the Fayetteville City Council will be held on July 17, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. APPROVAL OF THE MINUTES: Approval of the minutes from July 3, 2001 meeting.
2. PASS THROUGH FEE: A resolution authorizing the continued "pass through" fee of 25 cents per month to water customers to comply with the Federal Safe Drinking Water Act.
3. SAGE HOUSE: A resolution approving the contract in the amount of $162,500 between the City of Fayetteville and Miller, Boskus, Lack Architects for the purpose of designing a 20,000 square foot transitional housing unit for Sage House.
4. QUALITY OF LIFE ASSOCIATES: A resolution approving a sub-recipient grant agreement with Quality of Life Associates Incorporated in the amount of $100,000 for the purpose of designing and constructing a facility to house the clients served by this organization.
5. RECORD DESTRUCTION: A resolution authorizing the destruction of records.
6. SYSTEM RESOURCES: A resolution approving an annual maintenance agreement in the amount of $10,476.00 with System Resources for hardware maintenance on system printers.
7. WOMEN'S SHELTER: A resolution approving a lease agreement with the Project for Victim's of Family Violence, to lease city land for the construction of a new Battered Women's Shelter.
8. LOCAL LAW ENFORCEMENT BLOCK GRANT: A resolution approving the application for the 2001 Local Law Enforcement Block Grant in the amount of $36,058.00. The total project is $40,065.00 and requires a 10% City match of $4,007.00. This grant will be used for the purchase of video equipment to place in patrol cars.

B. OLD BUSINESS

1. APPEAL: A ordinance amending Chapter 155, Appeals, to allow an appeal by three aldermen of a decision by the Planning Commission to approve or deny a conditional use. The ordinance was amended and left on the second reading at the July 3, 2001 meeting.

C. NEW BUSINESS

1. SPECIAL SALES TAX ELECTION: An ordinance calling a special election to decide whether or not to approve a three-fourths cent (3/4¢) sales and use tax to fund the issuance of not to exceed one hundred twenty-five million dollars of Capital Improvement Bonds to finance all or a portion of the acquisition, construction, reconstruction, extending, improving and equipping of wastewater treatment plants, sewage and related facilities.
2. WASTEWATER TREATMENT PLANT: A resolution of intent regarding certain costs and expenses incurred in connection with the Wastewater Treatment Plant Expansion Project.
3. SIGNATORY AUTHORITY: A resolution delegating signatory authority in connection with State Revolving Loan Assistance.
4. PARKING POLICY: Informational item regarding uniform parking policies for the City of Fayetteville Phase I of the downtown municipal parking areas.
5. BUSINESS/TECHNOLOGY PARK: A resolution authorizing the City of Fayetteville to apply to the State of Arkansas Department of Finance and Administration for a grant from the Economic Development of Arkansas Fund for construction of water and sewer lines and streets necessary to develop the Arkansas Business/Technology Park.
6. APPEAL: An appeal of a Planning Commission decision regarding a lot split request submitted by Patrick Hannan, LS 01-20.00.
7. REFERENDUM/PETITIONS: An ordinance amending Section 36.15 of the Code of Fayetteville to change the number of days allowed for referendum petitions to be filed from thirty-one days to ninety days.

FAYETTEVILLE

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City of Fayetteville

CITY CLERK'S OFFICE

113 W. Mountain St.
Phone: (501) 575-8323

Fayetteville, AR 72701
Fax #: (501) 718-7695

Fax Cover Sheet

To: Doug Wallace, Display Ads

Company: NW Ark. Times

Fax #: 442-5477

From: Jan Blackard

Date: 07-13-01

Number of Pages (including cover sheet): 3

Notes: Please run in "Monday's" (7-16) Paper the Final Agenda.

Please fax us back a Proof.

Thanks!

If transmission cannot be read clearly, please call back as soon as possible.

Thank you.

FAYETTEVILLE

City of Fayetteville

CITY CLERK'S OFFICE

113 W. Mountain St.
Phone: (501) 575-8323

Fayetteville, AR 72701
Fax #: (501) 718-7695

Fax Cover Sheet

To: Doug Wallace, Display Ads

Company: NW Ark. Times

Fax #: 442-5477

From: Jan Blackard

Date: 07-13-01

Number of Pages (including cover sheet): 3

Notes: Please run on "Monday" (7-16) Paper the Final Agenda.
Please fax us back a Proof.
Thanks!

If transmission cannot be read clearly, please call back as soon as possible.
Thank you.

PARENT TRACT
LEGAL DESCRIPTION:

A part of Section 33, Township 17 North, Range 30 West, being more particularly described as beginning at the NW Corner of said Section 33; Thence South 87°19'24" East - 2687.40 Feet to the NE Corner of the NE 1/4 of the NW 1/4 of said Section 33; Thence South 87°14'56" East - 247.50 Feet; Thence South 02°26'17" West - 1030.76 Feet; Thence South 87°17'25" East - 1100.15 Feet to the West Right of Way of U.S. I-540; Thence along said West Right of Way the following Bearings and Distances:
South 26°01'09" West - 74.14 Feet; Thence South 74°59'16" West - 100.11 Feet; Thence South 75°15'02" West - 117.54 Feet; Thence South 66°53'26" West - 127.62 Feet; Thence South 50°13'36" West - 191.34 Feet; Thence South 31°34'48" West - 190.36 Feet; Thence South 31°34'48" West - 126.58 Feet; Thence South 04°16'48" West - 188.26 Feet; Thence South 16°36'56" East - 57.67 Feet; Thence South 12°48'23" East - 100.11 Feet; Thence South 05°19'10" East - 280.77 Feet; Thence South 07°15'05" West - 170.41 Feet; Thence South 27°10'09" West - 171.37 Feet; Thence South 34°22'25" West - 949.12 Feet; Thence South 38°27'59" West - 150.76 Feet; Thence South 34°22'18" West - 922.60 Feet; Thence Leaving the West Right of Way of I-540, North 87°11'53" West - 631.86 Feet; Thence South 02°25'44" West - 329.87 Feet; Thence North 87°21'18" West - 660.00 Feet; Thence North 02°25'44" East - 330 Feet; Thence North 87°21'18" West - 660.23 Feet; Thence North 02°28'11" East - 2480.65 Feet; Thence North 87°19'24" West - 330.00 Feet; Thence North 02°28'11" East - 1816.06 Feet to the Point of Beginning, Containing 289.28 Acres, more or less, Located in Washington County in the State of Arkansas, being subject to any and all rights of way and easements of record or intent.

PHASE I LEGAL DESCRIPTION

Commencing at the Northwest Corner of Section 33, thence S 87°19'24"E 330.00 feet; thence S02°28'10"W 1816.05 feet; thence S02°28'11"W 2480.65' feet; thence S87°21'18"E 660.23 feet; thence S87°28'47"E 351.75 feet, to the True Point of Beginning, thence S87d28'47"E 308.25 feet, thence S87°11'53"E 631.86 feet to the West Right of Way of I-540, thence following said Right of Way, N34°22'18"E 922.60 feet; thence N38°27'59"E 150.76 feet; thence N34°22'25"E 161.92 feet; thence leaving said Right of Way, N55°37'26"W 1102.70 feet; thence S34°22'34"W 356.65 feet; thence N55°37'26"W 132.18 feet; thence along an Arc to the Left having a Length of 434.37 feet and a Radius of 775.00 feet and a Chord Length of 428.71 feet, bearing N71°40'49"W; thence N87°44'13"W 138.64 feet; thence S02°15'46"W 335.20 feet; thence along an Arc to the Left having a Length of 240.88 feet and a Radius of 550.00 feet and a Chord Length of 238.96 feet, bearing S10°17'02"E; thence S22°49'50"E 21.15 feet; thence along an Arc to the Right having a Length of 127.37 feet and a Radius of 700.00 feet and a Chord Length of 127.20 bearing S17°37'04"E; thence S12°24'18"E 95.57 feet; thence S12°13'27"E 228.67 feet; thence S 02°50'58"W 484.85 feet, containing 45.67 acres, more or less, and being subject to all Rights of Way and Easements of Record or Intent.

LEGEND

- EXISTING EASEMENT
- EXISTING ROAD
- EXISTING FENCE
- EXISTING TREE/BRUSH LINE
- EXISTING POWER POLE
- EXISTING WATER LINE
- EXISTING RIGHT OR WAY
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS LINE
- EXISTING WETLANDS
- PROPOSED LOT LINES
- PROPOSED BUILDING SETBACK
- PROPOSED RIGHT-OF-WAY
- PROPOSED STREET LIGHT
- PROPOSED CONDUIT 1-6" & 4-4" PVC
- PROPOSED EASEMENT & SETBACK (UNLESS OTHERWISE DESIGNATED)
- PROPOSED WATER LINE
- PROPOSED SEWER
- PROPOSED SIDEWALK
- PROPOSED WALKING TRAIL
- PROPOSED FORCEMAIN
- FUTURE ROAD
- FUTURE RIGHT OF WAY
- RESERVED WETLANDS
- 100 YR. FLOOD PLAIN
- 500 YR. FLOOD PLAIN
- EXISTING CHANNEL
- FIRE HYDRANT
- SANITARY SEWER MANHOLE

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.

SETBACKS
10' TYPICAL LOT/LOT
25' TYPICAL FROM PROPOSED R/W
25' TYPICAL FROM RESERVED PUBLIC LAND
50' TYPICAL FROM EXISTING R/W, R-1 ZONING AND A-1 ZONING

NOTE: FIRM MAP. NO.
05143C0083D &
05142C0084D
JULY 21, 1999
PLAT CODE 17N-30W-0-33-000-72-1357

GENERAL INFORMATION

OWNER: CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701
(501) 575-8206
ENGINEER: CITY OF FAYETTEVILLE
TOTAL ACREAGE: 289.28 AC. M/L
CURRENT ZONING: DISTRICT I-1
PHASE I : 10 INDUSTRIAL LOTS

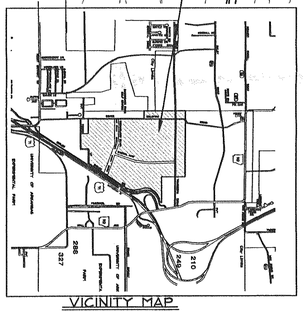
CERTIFICATE OF PRELIMINARY PLAT APPROVAL

THIS PRELIMINARY PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD ON _____ , 1999

SIGNED: _____ DATE: _____

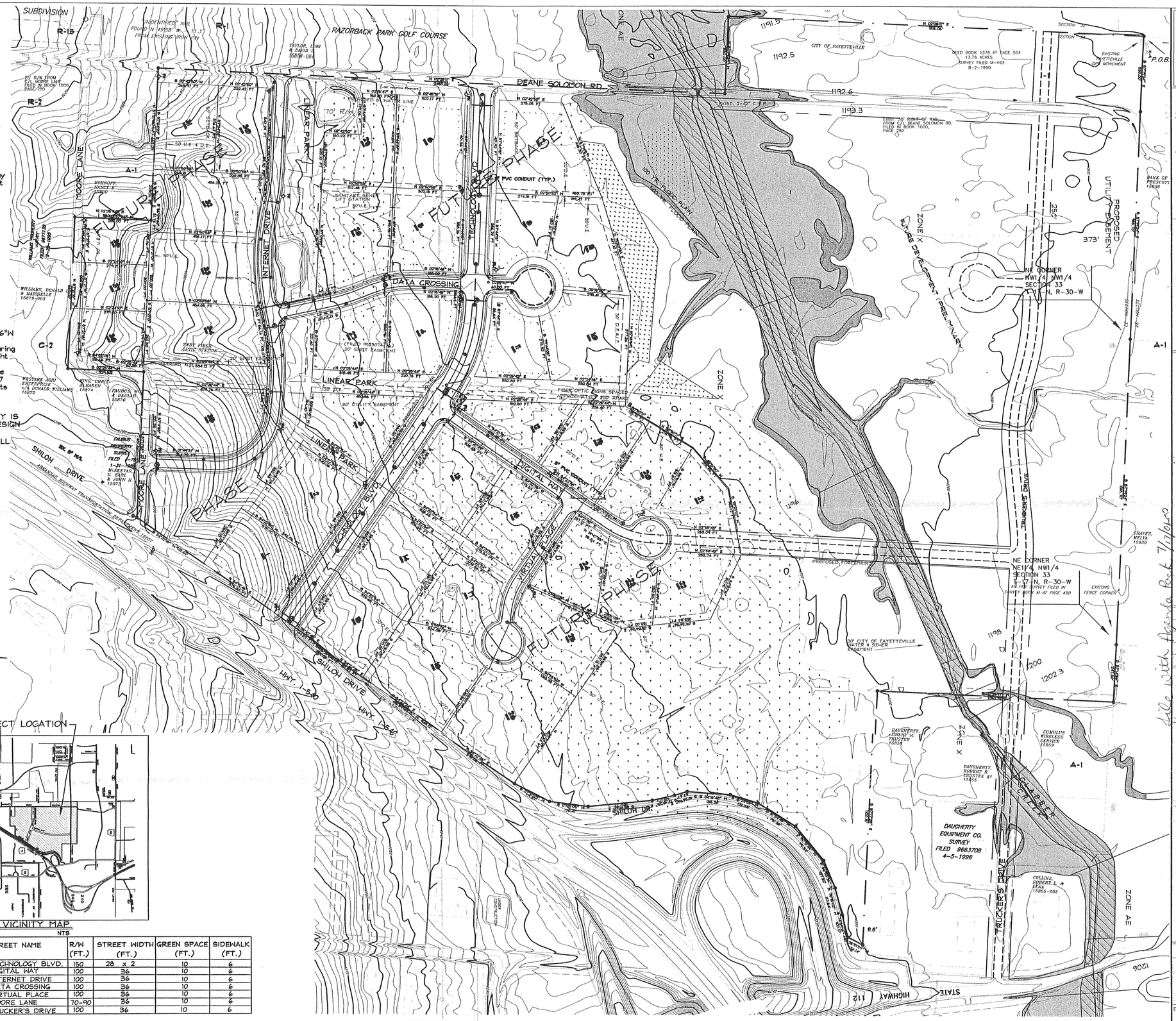
NOTES
1. SOME OF THIS PROPERTY IS LOCATED WITHIN THE DESIGN OVERLAY DISTRICT.
2. ALL NEW UTILITIES SHALL BE UNDERGOUND.

PROJECT LOCATION



VICINITY MAP
NTS

STREET NAME	R/W (FT.)	STREET WIDTH (FT.)	GREEN SPACE (FT.)	SIDEWALK (FT.)
TECHNOLOGY BLVD.	150	28 x 2	10	6
DIGITAL WAY	100	36	10	6
INTERNET DRIVE	100	36	10	6
DATA CROSSING	100	36	10	6
VIRTUAL PLACE	100	36	10	6
MOORE LANE	70-90	36	10	6
TRUCKER'S DRIVE	100	36	10	6



DATE	07/16/01
DRAWN BY	OF
FIELD CHECKED	
FILE NAME	RTPARK_PLAT
SCALE	AS SHOWN
CHECKED BY	
SURVEYED	OF
DRAWING NO.	
P.E. NO.	
SIGNED	

TITLE:
ARKANSAS RESEARCH & TECHNOLOGY PARK
PRELIMINARY PLAT
PART OF PLAT PAGES 247,248,249 & 251
PART OF SECTION 33, T-17-N, R-30-W

REVISED

File with Planning Board 7/16/01

CITY ENGINEERING DEPARTMENT
113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS
PHONE NO. (501) 575-8206 FAX NO. (501) 575-8257

SHEET NO. 1 OF 1

PROJECT: RTPARK