FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
OCTOBER 16, 2001

A meeting of the Fayetteville City Council will be held on October 16, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **POLICE CARS:** A resolution accepting the State of Arkansas contract award ST-01-0194/a, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option "IO" and modifications to "radio"with authorization to purchase nine unites. The vendor for this purchase will be Landers Ford.

3. **PAGERS:** A resolution to allow expenditures of up to $25,000 for pagers for year 2001.

4. **CELL PHONES:** A resolution to allow expenditures of up to $25,000 for cell phones for year 2001.

5. **DDEP:** A resolution approving the contract for services between the City of Fayetteville and the Downtown Dickson Enhancement Project.

6. **ARKANSAS AIR MUSEUM:** A resolution approving a contract for services with the Arkansas Air Museum.

7. **JOYCE AND MUD CREEK TRAIL:** A resolution awarding the construction contract to General Contract (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction".

8. **CDBG:** A resolution approving a budget adjustment in the amount of $94,000 to reallocate the 2000 CDBG funds. The Department of Housing and Urban Development has approved the reallocation of these funds.

9. **T-21 FUNDING:** A resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway and Transportation Department.

10. **STEP GRANT:** A resolution accepting $37,000 continuation of the Arkansas State Highway and Transportation Department Selective Traffic Enforcement Program Grant.

11. **FBO AT DRAKE FIELD:** Review and approve items related to City of Fayetteville Fixed Based Operations at Drake Field. Bid acceptance and approval of contract with AVFUEL Corporation and approve a budget adjustment.

12. **BEKKA DEVELOPMENT:** A resolution authorizing the payment of the legal expenses of Bekka Development Corporation related to the Town Center in the amount of $472.50.

B. OLD BUSINESS

1. **THUNDER VALLEY SPEEDWAY:** A resolution authorizing the City Attorney to file a suit, if necessary, against the owner of the land and the manager of the Thunder Valley Speedway as a public nuisance. The item was tabled at the October 2, 2001, meeting.

C. NEW BUSINESS

1. **AD 01-43:** Approval of an ordinance to update and revise the Flood Damage Prevention Code (Chapter 168 of the UDO) by adopting the Flood Hazard Study, Phase IV and amending Phase I, provided by the US Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.

2. **RZN 01-16:** An ordinance approving rezoning request RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

3. **RZN 01-17:** An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential.

4. **RZN 01-18:** An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential.

5. **RZN 01-19.00:** An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.

6. **REAL AND PERSONAL PROPERTY TAX RATE:** An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

7. **CAPITAL IMPROVEMENTS PROGRAM:** Council review and approval of 2002-2006 CIP.

8. **FLOWAGE FEES:** An ordinance amending Section 91.16 of the Code of Fayetteville.

9. **OFFER AND ACCEPTANCE-HWY 45:** A resolution approving the offer and acceptance contract between the City of Fayetteville and Real Assets, Inc for the sale of 12.91 acres of land off Hwy 45 east of Crossover for a price of $305,001.01 less associated closing costs where applicable; and approval of a budget adjustment.

10. **OFFER AND ACCEPTANCE-RAILROAD R-O-W:** A resolution approving the offer and acceptance contract between the City of Fayetteville and the Arkansas and Missouri Railroad Company for the purchase of 6.58 acres of railroad right-of-way along the east side of railroad right-of-way and the west side of Gregg Avenue from Poplar Street to the four lane south of the new bridge on Mud Creek for a price of $263,200. Approval includes purchase price and associated closing costs.

11. **FLEET OPERATIONS:** A resolution approving a budget adjustment increasing the maintenance budget for Fleet Operations.

City Council October 16, 2001

	Roll		Consent BD RR		
Zurcher	✓		✓		
Trumbo	✓		✓		
Davis	✓		✓		
Santos	✓		✓		
Jordan	✓		✓		
Reynolds	✓		✓		
Thiel	✓		✓		
Young	✓		✓		
Coody	✓				

THUNDER VALLEY SPEEDWAY	H RZ				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	N				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Coody	7-1-0.				

City Council October 16, 2001

AD 01-43	# BD 2ND	# BD 3RD	PASS		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Coody					

RZN 1-16	# 2ND BD.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓	~~left m 2ND~~			
Reynolds	✓				
Thiel	✓				
Young	✓				
Coody					

City Council October 16, 2001

RZN 01-17	[illegible]				
Zurcher					
Trumbo					
Davis					
Santos	left on 1st.				
Jordan					
Reynolds					
Thiel					
Young					
Coody					

RZN 01-18					
Zurcher					
Trumbo					
Davis					
Santos	left on 1st				
Jordan					
Reynolds					
Thiel					
Young					
Coody					

City Council October 16, 2001

RZN 01-19.					
Zurcher					
Trumbo					
Davis	left on 1st				
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Coody					

Real & personal property tax.	KS LJ 2ND→	LJ BD. 3RD→	cd table Nov. 6 LJ.		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Coody					

City Council October 16, 2001

CIP					
Zurcher					
Trumbo	No action				
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Coody					

FLOWAGE FEES	H 2ND KS.	BD 3RD KS.	PASS		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Coody					

City Council October 16, 2001

OFFER & ACCEPT HW 45	RE BD. to Deny				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Coody					

RAILROAD ROW.	CY table KS Nov 6.				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Coody					

City Council October 16, 2001

fleet operations	#27				
Zurcher	✓				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Coody					

Zurcher					
Trumbo					
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Coody					

adjourned 10:20.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
OCTOBER 16, 2001

Res. 141-01

A meeting of the Fayetteville City Council will be held on October 16, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street.

A. CONSENT all passed

1. **APPROVAL OF THE MINUTES** (Sept. 18, 2001) per Heather

Res. 135-01 2. **POLICE CARS:** A resolution accepting the State of Arkansas contract award ST-01-0194/a, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option "IO" and modifications to "radio" with authorization to purchase nine units. The vendor for this purchase will be Landers Ford.

Res. 136-01 3. **PAGERS:** A resolution to allow expenditures of up to $25,000 for pagers for year 2001.

Res. 137-01 4. **CELL PHONES:** A resolution to allow expenditures of up to $25,000 for cell phones for year 2001.

Res. 138-01 5. **DDEP:** A resolution approving the contract for services between the City of Fayetteville and the Downtown Dickson Enhancement Project.

Res. 139-01 6. **ARKANSAS AIR MUSEUM:** A resolution approving a contract for services with the Arkansas Air Museum.

Res. 140-01 7. **JOYCE AND MUD CREEK TRAIL:** A resolution awarding the construction contract to General Contract (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction".

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

Res. 141-01 8. **CDBG:** A resolution approving a budget adjustment in the amount of $94,000 to reallocate the 2000 CDBG funds. The Department of Housing and Urban Development has approved the reallocation of these funds.

Res. 142-01 9. **T-21 FUNDING:** A resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway and Transportation Department.

Res. 143-01 10. **STEP GRANT:** A resolution accepting $37,000 continuation of the Arkansas State Highway and Transportation Department Selective Traffic Enforcement Program Grant.

RES. 147-01B Approved Contract 11. **FBO AT DRAKE FIELD:** Review and approve items related to City of Fayetteville Fixed Based Operations at Drake Field. Bid acceptance and approval of contract with AVFUEL Corporation and approve a budget adjustment.

Res. 144-01 12. **BEKKA DEVELOPMENT:** A resolution authorizing the payment of the legal expenses of Bekka Development Corporation related to the Town Center in the amount of $472.50.

B. OLD BUSINESS

Res. 145-01 1. Passed **THUNDER VALLEY SPEEDWAY:** A resolution authorizing the City Attorney to file a suit, if necessary, against the owner of the land and the manager of the Thunder Valley Speedway as a public nuisance. The item was tabled at the October 2, 2001, meeting.

C. NEW BUSINESS

Ord. 4342 1. **AD 01-43:** Approval of an ordinance to update and revise the Flood Damage Prevention Code (Chapter 168 of the UDO) by adopting the Flood Hazard Study, Phase IV and amending Phase I, provided by the US Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.

Left on 2nd 2. **RZN 01-16:** An ordinance approving rezoning request RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

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left on 1st

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left on 1st

6. **REAL AND PERSONAL PROPERTY TAX RATE:** An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

Tabled on 3RD Reading until Nov. 6 C.C. Mtg

CAPITAL IMPROVEMENTS PROGRAM: Council review and approval of 2002-2006 CIP.

No Action Taken

8. **FLOWAGE FEES:** An ordinance amending Section 91.16 of the Code of Fayetteville.

Ord #4343

9. **OFFER AND ACCEPTANCE-HWY 45:** A resolution approving the offer and acceptance contract between the City of Fayetteville and Real Assets, Inc for the sale of 12.91 acres of land off Hwy 45 east of Crossover for a price of $305,001.01 less associated closing costs where applicable; and approval of a budget adjustment.

Denied

10. **OFFER AND ACCEPTANCE-RAILROAD R-O-W:** A resolution approving the offer and acceptance contract between the City of Fayetteville and the Arkansas and Missouri Railroad Company for the purchase of 6.58 acres of railroad right-of-way along the east side of railroad right-of-way and the west side of Gregg Avenue from Poplar Street to the four lane south of the new bridge on Mud Creek for a price of $263,200. Approval includes purchase price and associated closing costs.

Tabled Until 11-6 C.C. Mtg

11. **FLEET OPERATIONS:** A resolution approving a budget adjustment increasing the maintenance budget for Fleet Operations.

Res. #146-01

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
SEPTEMBER 18, 2001**

A meeting of the Fayetteville City Council will be held on September 18, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

TOWN CENTER REPORT: Annual report regarding the Fayetteville Town Center.

Ms. Denise Bembenek, Facilities Manager, presented a report from the Fayetteville Town Center summarizing their goals, revenues and the condition of the Town Center. Their goals were to increase tourism for Fayetteville, remain financially viable with all debts and obligations paid timely, and to serve the Fayetteville community by use for local non-profit groups and other community events. She presented lists of contracted events and completed events and examples of community involvement. In conclusion the outlook for the Town Center was good. They had been in business for less than three months and were currently at 21% of their 2002 year end revenue goal. Marketing to local and state businesses and associations was their primary objective.

CONSENT

APPROVAL OF THE MINUTES: Approval of the minutes from the September 4, 2001 meeting.

Minutes removed from Agenda.

BLACK AND VEATCH: A resolution approving contract Amendment No. 1 with Black and Veatch for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of $38,809; and approval of a budget adjustment.

RESOLUTION 125-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

GARVER ENGINEERS: A resolution approving contract Amendment No. 2 with Garver Engineers for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of $34,283.

RESOLUTION 126-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RJN GROUP: A resolution approving contract Amendment No. 1 with RJN Group for additional engineering services relating to the Fayetteville Wastewater Improvements Project in the amount of $124,903.

RESOLUTION 127-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FAYETTE TREE AND TRENCH: A resolution approving a construction contract with Fayette Tree and Trench, Inc. for Hinkle Mobile Home Park Water Line Replacement Project in the amount of $166,441; approval of 15% contingency amount of $25,000; and approval of a budget adjustment in the amount of $28,441.

RESOLUTION 127-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CENTRAL EMS: A resolution approving a contract for services with Central Emergency Medical Services, Inc.

RESOLUTION 128-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FIRST NIGHT: A resolution approving a contract for services with First Night.

RESOLUTION 129-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LOADER: A resolution approving the purchase of a 2001 New Holland Articulated Loader from Williams Tractor. This unit will be used by the Solid Waste Division.

RESOLUTION 130-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

Mayor Coody presented a chart illustrating the options regarding the financing of the Wastewater Treatment Plant and the cost of those different options.

OLD BUSINESS

BID WAIVER: An ordinance establishing a formal process to allow the purchase of used equipment. The ordinance waives competitive bidding on equipment types. Passenger vehicles, pick-ups and vans are excluded. The ordinance was left on the first reading at the September 4, 2001 meeting.

Alderman Young moved to suspend the rules and go to the second reading. Alderman

Trumbo seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Davis stated he was concerned about giving an open check book for two hundred thousand dollars for any particular item. They were telling citizens and they were being told that they were having budget problems.

Mayor Coody stated the equipment purchases would go through the Equipment Committee. The only difference here would be that they would not have to have the emergency clause and bid wavier.

Mr. Williams stated he was concerned that in the past they had approved a bid waiver with an emergency clause on it. The Supreme Court had looked at these bid waivers and one of the criteria was not saving money. That was not an emergency situation that the Supreme Court has recognized. He thought there needed to be a lot of procedural protection in it. The Equipment Committee would examine the needs and will approve or disapprove whether or not the equipment would be purchased. The Council normally accepts the recommendation of the Equipment Committee. What this would do would be to give the Equipment Committee the right to say within this annual level of two hundred thousand dollars that they had the right to approve it. If they were not on the Equipment Committee and they thought the committee has abused their power, then they could repeal the ordinance or reduce the amount involved. It was not proper for them to continue to say this was an emergency to buy used equipment.

Alderman Trumbo asked if the Equipment Committee did not approve of a purchase would a member of the staff or any other than the Equipment Committee be able to purchase the equipment.

Mr. Williams stated they could not. They could not do it for new equipment. This would only affect used equipment. Used equipment did not stay on the market long enough to go through the whole process. The ordinance was required under State law to waive competitive bidding.

Alderman Reynolds stated they needed to leave it the way it was now. He liked their current process.

Mr. Williams stated what concerned him was that he did not want to be preparing an ordinance that might not pass constitutional muster. An ordinance waiving competitive biding so that they could save some money to buy some used equipment, concerned him. He did not believe that was the reason the emergency was allowed in their constitution by the Supreme Court. He did not want the Equipment Committee to come to him and ask him to draft an ordinance waiving competitive bidding and put an emergency clause on it so that they could buy used equipment. His concern was that he did not believe it was legal. This was one legal way to do it. He did not believe that they would be allowed to buy used equipment unless they had an ordinance like this.

Alderman Davis asked if this had gone before the Equipment Committee and had they voted this up or down.

Alderman Reynolds stated the Equipment Committee had discussed this. He thought the decision was to not accept this ordinance.

Alderman Young asked if they had lost any equipment because of their current process.

Alderman Santos replied no, because they had always waived the competitive bidding and placed the emergency clause on it.

Alderman Trumbo asked if this had been tested in court or had someone challenged this in another municipality or did he on his own decide to do this.

Mr. Williams stated the emergency clause had been tested in the past. It has been found invalid when there was not a true emergency according to the Supreme Court. Ours had never been challenged.

Alderman Trumbo asked what damages had been rendered.

Mr. Williams stated some citizen might challenge that it was an illegal exaction and they were spending city money on property what was not an emergency there to justify the emergency. He was going to be reluctant to present an ordinance to them with an emergency clause just to waive competitive bidding if it was not a true emergency.

Alderman Trumbo asked what could be their exposure on damages, if they could prove that they paid fair market value for a piece of equipment and they just waived it to expedite the purchase.

Mr. Williams stated even if they did not have a tremendous exposure, he was going to follow the law.

Alderman Zurcher stated to him this seemed to be a bookkeeping measure that could keep them out of trouble. If they did not pass this tonight, he would be very reluctant to pass an ordinance that was a bid waiver.

Alderman Davis stated if the Equipment Committee was not in favor of this, then he was not going to be in favor of this.

Alderman Reynolds stated they like the bidding process. He did not think that they had gotten any good bargains in used equipment.

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

Mr. Williams read the ordinance for the third and final time.

Mr. Williams stated if the Equipment Committee did not want to purchase used equipment, then this ordinance was not needed. This was only for used equipment.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance failed by a vote of 3-5-0. Thiel, Young, Davis, Jordan and Reynolds voting nay.

ORDINANCE FAILED.

TREE ORDINANCE: An ordinance amending Title XV, Unified Development Ordinance of the Code of Fayetteville, to provide amendments to and clarification of various provisions concerning tree preservation and protection. The ordinance was left on the first reading at the September 4, 2001 meeting.

Mr. Williams asked that they not suspend the rules and allow him to read the stylistic changes in the ordinance itself to be approved by amendment, then allow him to read the enacting ordinance in its entirety. The enacting ordinance refers to the exhibits. The changes in the enacting ordinance were stylistic and were not substantial. The changes in the exhibits were substantial and they should consider and debate them.

Alderman Young asked if they made a motion to amend the ordinance and not the attachments, then the two exhibits were still on their original reading and they would have to make motions on individual items to change them.

Mr. Williams stated the exhibits were as they were originally presented. Any changes to the exhibits must be made by amendment by the City Council.

Alderman Santos moved to amend the enacting ordinance that was proposed in memo dated September 7, 2001. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance as amended.

Alderman Davis stated that not everything that had been brought forward last time is in the changes. There were concerns about A-1 property and how it could be used as a commodity.

Mr. Whitaker, Assistant City Attorney, stated on the A-1, he could not reconstruct a particular concrete proposal to include that. He did not have any kind of language that he could suggest for that. The purpose of the memo was not to present an exclusive list of the amendments each of them could offer. It was a clerical effort on their part to preserve the suggestions that were made.

Alderman Thiel stated under Exhibit A, Relic Orchard, currently it read, "Group of fruit or nut trees originally planted for agricultural purposes, but since taken out of production". This was the lowest ranking of trees that will be preserved. She wanted to remove "nut bearing trees" from that.

Alderman Young stated if they were to leave nut trees in there, then nut trees would become a low priority. She was not wanting them to be a low priority.

Alderman Santos stated they were planted in rows. They were not preserving anything natural. It interfered with the agricultural use. He thought landowners should be allowed to harvest the wood after the trees were taken out of production. They should give them a higher priority of preservation, for an unnatural system that was worth quiet a bit to the landowner.

Alderman Thiel stated the committee had thought "nut" had been removed from the definition.

Alderman Zurcher stated it came down to what they valued about trees. To him the canopy that they provided was just as important to something pretty to look at.

Alderman Thiel moved to delete "or nut" from the ordinance. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Alderman Young asked where in the ordinance that they defined the word "development."

Mr. Whitaker stated the legal term is "plain meaning". The way the ordinance has been recrafted, there was no point where the word "development" became a threshold or a trigger mechanism. They had more specific terms such as "large scale development". Those were already well defined in the UDO.

Alderman Santos moved to remove the definition of "development". Alderman Zurcher seconded the motion. Upon roll call the motion carried unanimously.

Alderman Santos stated the next item was 167.04 (a) "persons seeking to build one single family dwelling units or one duplex are specifically exempt from this provision".

Alderman Davis asked why they had used the word, "one". That was not something that had been discussed last time. Where did that come from?

Mr. Williams stated he felt they did not want to exempt someone who was going to build a hundred houses.

Alderman Young stated he had also raised the question on two or three duplexes.

Alderman Davis stated most developers and owners realized trees added character and value to the home.

Alderman Young asked if they were to leave that in and if someone built five lots and wanted to build five homes at one time, what would they have to get or do.

Mr. Williams stated this was only an exemption so that they would not have to get a tree permit if they got a grading permit. If they were not required to do a tree preservation plan, this did not add any more requirements. This was only an exemption section.

Ms. Kim Hesse, Landscape Administrator, stated often times they had builders that would buy five, six, or seven lots. Those were all individual single family homes on single family lots. They did not apply. If a duplex builder came in and bought five lots, then he could build a duplex per lot. If a developer came in and had a large enough project where he was building five duplexes on one lot, it was likely that he would need a grading permit or a large scale. It was more of a derivative of the individual lot that the homes were built on.

Mr. Tim Conklin, Planning Director, stated under the zoning ordinance, as long as they have the required lot width and lot area, then they could build more than one single family home or more than one duplex on one lot. If they had a piece of property zoned R-1, it had 140 feet of lot width and contained 1600 square feet, his office would issue a permit to build another single family home. They had to make sure that when they did issue the permit if they ever wanted to split the property to sell or transfer ownership that it would meet their zoning ordinance requirements.

Alderman Davis stated he thought it would be better for the builder if it stated "one resident per lot".

Alderman Thiel stated defining this by the lot did not clarify this. Sometimes they might build two buildings on one lot.

Alderman Santos stated it exempted the single family home and the duplex and that was what they wanted to do.

Alderman Santos moved to amend the ordinance to exempt single family homes.

Alderman Zurcher seconded the motion.

Mr. Bobby Ferrell, an area resident, stated he wanted to make sure that on a single family or duplex, that even if there would be a fifteen degree slope, that they were still exempt from having to get any kind of tree plan.

Mr. Williams stated this worked as a general exemption from this entire ordinance. The slope of the lot did not make any difference to the tree preservation plan. They might have to do some grading or something like that, but for the tree preservation plan they were exempt.

Alderman Young questioned "section".

Mr. Whitaker stated that related to section 167.04. There were other things outside the realm of development in the other sections of the chapter that did apply to everyone. Even if they lived in a single family home, they could not cut down the city's trees in right-of-way. They were responsible for trees which hung out and blocked the line of sight at intersections. The word "section" was there because it specifically exempted them from 167.04, the development rules, which was basically the core of controversy in this ordinance. This ordinance made no pretense to change the requirements of the grading permit.

Ms. Lou Weiss, an area resident, asked if a person wanted to build a home on a lot, could they cut down every tree.

Mr. Williams stated the council had taken the position that they wanted to preserve the homeowners right to do with his land what he or she sees fit and exempted them from the tree preservation.

Ms. Weiss stated she did not believe the trees on a lot did not belong to the people. She believed they belonged to nature and they were going to be ruining it for someone else down the line. She felt that they needed to be consistent. It was not really theirs. They were just custodians.

Alderman Zurcher stated the person who was going to live there would be more likely to preserve the canopy there because they would benefit from it as opposed to a developer. For the most part people valued trees.

Ms. Missy Leflar, an area resident, stated she had been a member of the committee which had met for thirteen months. It was never the intent of the committee for this ordinance to apply to individual home owners. About half the members on the committee were from the development community. They had decided that they did not want to add extra steps to this process. They decided to always tie any procedures or processes into procedures that already exist. Every time they were asked to submit something, they were already asked to submit something anyway at that stage. Everything they had done was with a majority vote, including the members from the development community. She stated she thought the section regarding A-1 district could be clarified with better language. She pointed out in July 2001 National Geographic, Fayetteville was in the top fifteen cities in the United States for Urban Sprawl. They needed to have smart growth.

Upon roll call the motion carried unanimously.

Alderman Santos moved to add "and approved" after "inspected". Alderman Thiel seconded. Upon roll call the motion carried unanimously.

Alderman Santos stated under Residential Subdivision, they had added, "all residential subdivisions requesting tree removal below the percent minium canopy requirement are required to contribute to the tree escrow account as set forth in section 167.04(j)(4)."

Ms. Hesse stated they had options for mitigation, off site preservation. It did not make sense at the level of subdivision to ask them to do their own planting, because as houses were built any trees in the right of way would be destroyed thru the construction of new homes. The intent was that the City would come back later and plant the trees that the been removed below the requirement, verse having the developer put them in ahead of time and they loose them during the development of the lot.

Alderman Davis asked if they needed to put in "to be used in their quadrant".

Ms. Hesse stated that was why it was referenced to 167.04(j).

Mr. Williams stated they would most likely be street trees planted within that subdivision or that quadrant.

Alderman Thiel moved to pass the amendment. Alderman Zurcher seconded. Upon roll call the motion carried unanimously.

Alderman Young asked if they needed to specify that by "quadrant" they meant the same as the park quadrant.

Mr. Williams did not believe it was necessary.

Alderman Young stated he wanted it made clear in the minutes that they were intending the quadrants to be the same as the park quadrants.

Alderman Santos stated in Non-residential subdivisions, they had added language, "the landscape administrator shall recommend to the planning commission the option based on tree preservation criteria set forth..."

Mr. Williams stated the basic change was that the Landscape Administrator shall recommend to the Planning Commission the option which would potentially preserve the largest amount of priority canopy based upon the tree preservation criteria set forth in Section 167.04(b). They were placing a requirement on the Landscape Administrator to make the recommendation, before it was encouraged but there was not requirement for the recommendation.

Alderman Young stated it was a recommendation. They did not have to accept it.

Alderman Thiel moved to approve the amendment. Alderman Zurcher seconded. Upon roll call the motion carried unanimously.

Alderman Santos stated the next amendment was adding, "lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one proposed lot...the developer would be required to compensate for the canopy removed from this defined area by making an appropriate payment into the tree escrow account."

Mayor Coody read Mr. Henselman's letter supporting the changes.

Mr. Williams stated this amendment would require the developer to compensate for the canopy removed in non-residential developments, rather than mitigate.

Alderman Santos moved to approve the amendment. Alderman Jordan seconded the motion.

Ms. Francis Langham, an area resident, asked where they would be planting the trees from the escrow account.

Mr. Williams stated the decision would be made by the landscape administrator. She was going to work with the owners.

Ms. Hesse stated typically they would be in the right-of-way. They intended to plant them in the best locations.

In response to questions from Ms. Langham, Ms Hesse stated the homeowner could not cut a tree in the right-of-way. In a hazardous situation the city would ask the homeowner to maintain that tree.

Mr. Ben Israel, an area resident, stated he had a problem with section stating "preservation being first and best standard" he asked who decided if it could not be achieved. Secondly, if on site mitigation could not achieved, who decided that. He referenced the Library project. He did not believe a commercial development would have made it on the library project without a lot of people being upset. He did not believe the tree ordinance people would have allowed a for-profit business to cut down eight-five healthy trees. Some of those tree were beautiful. There were a lot of lots in Fayetteville where the library could have been built and not destroyed any trees. He wondered where the objectors were to tree removal when it came to the library. If they had one person deciding that it could not be done, then it leans itself to this administrator or another administrator to preferential treatment for some projects like the library or some favored developer.

Alderman Trumbo stated that had been his problem all along, was the amount of discretion that was still in this version as it was in the existing ordinance. It was still the same.

Mr. Israel stated they were cutting all the trees off the library site. He had a lot worst trees and he could not cut them. They were not all dead and they were not all in bad shape.

Ms. Hesse stated in this new ordinance, they had fifteen criteria that established the guidelines for any Landscape Administrator to make these decisions. They had to allow for some discretion. The same steps and criteria and review form will specifically state how or why the project met or did not met the criteria. Her decision was a recommendation in all situations for large scale development. The only time the Landscape Administrator makes that final decision are on the smaller building permit situations, parking lot permits, or grading permits. Most of the time, she would make a recommendation based off those criteria and Planning Commission would make the decision as a committee.

Alderman Trumbo stated it still went back to her discretion like the Saint Paul's church. They could have gone to the east and given up their parking and not cut a single tree.

Ms. Hesse stated they looked at the entire development and needs for each development, the site and the constraints and the situation each development was under. In the dense part of town, it became more difficult to do preservation.

Mr. Israel stated he had presented a plan to the city on Joyce Street, they would like to have built a lot more square footage there. The city had told them to build smaller buildings in order to fit within the tree ordinance. They cut ten thousand square feet out of what would have been economically more feasible. They did have a twenty-three percent tree canopy there. If they had one person making a decision and they allowed variances of that much, where they could cut eight-five trees off a lot in town, but he could not cut ten. He was for the tree ordinance. He was fighting the way it was going to be administered.

Mr. Nick Vandenberg, a builder, stated this was the only place he had seen where trees were considered a separate issue on the property you buy. A tree is a renewable resource. People actually went broke waiting to find out if they could cut trees on the property they had bought. He stood in Lowes and listened to all the conflict and conversation between all the builders. Trees were pretty, but they also cracked sidewalks, caused foundation problems and fell on houses. They were a renewable resource.

Mr. Israel stated he had spoken with some of the developers who were on the committee. They had attended the first two or three meetings, but did not go back. They had felt that it was fruitless. A compromise. This was a tougher ordinance than they had before. If he wanted to cut a tree that had been preserved he had to come before the City Council and explain to them how it would benefit the citizens of Fayetteville for him to cut that tree. How in the world could he ever do that. One of the prettiest sites he could remember about Fayetteville was North College and all those beautiful maple trees. He thought this ordinance did not go far enough in some areas and not enough in others. If they could tell him he could not cut a tree, why can't they tell him he had to plant a tree. There should a minimum canopy that they had to come up with. Let's make an even playing field, it was not that now.

Mr. Williams stated he had seen the same problem. What he thought the committee really wanted was to preserve the tree preservation areas. If they had a dead or diseased tree, they did not have to go before city council. He was recommending that change.

Alderman Trumbo stated the Marriot had not been required to save trees because there were no trees to save. Would they be required to plant trees.

Ms. Hesse replied the intent of the parking lot ordinance was to canopy fifty percent of the pavement. There was the Commercial Design Standard which places a tree every thirty feet. It was a continuous canopy along the street. The Overlay District may interest the number.

Upon roll call the motion carried unanimously.

Alderman Santos moved to add "abbreviated tree preservation plan" to section 167.03 (h)(3). Alderman Jordan seconded. Upon roll call the motion carried unanimously.

Alderman Jordan moved to add "independent" to section (j)(5)(d).

Mr. Williams read the section, "special consideration shall be given the applicant in the event that trees were injured or destroyed by natural disasters, including, but not limited to tornados, straight lien winds, ice storms, fire, flood, hail or lighting strikes or through the independent actions of third parties."

Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams stated the next amendment, the original read, "no person shall damage, destroy or transplant or remove any tree or group of trees once preserved or planted under an approved plan." If a tree fell down, they could not even take it off their land. He thought the idea of the committee and the council was that they wanted to preserve the tree preservation area. The individual trees will occasionally need to be removed if they were diseased or damage. They had supplied a new language, "property owners wishing to remove diseased or dead trees from within a recorded tree preservation area shall seek prior approval from the Landscape Administrator who shall determine if such removal is consistent with sound arbor cultural and horticultural practices as well as the intent of the chapter. Any tree so removed shall be replaced with a tree of like or similar species unless the Landscape Administer determines that the natural replacement of sufficient health and vigor are already present in the tree preservation area." They did not have to come before the council to remove a tree, but they would have to come to the city council if the "geographical extent and location of any tree preservation area, once recorded may only be modified or abolished with the expressed consent and approval of the city council."If they wanted to move or alter the tree preservation area, they had to come back to this body to get that changed.

Alderman Zurcher moved to approve the amendment. Alderman Santos seconded.

Mr. Israel stated that it seemed like it would be real easy to tell a developer that he had to maintain a twenty percent canopy on your lot. But to go through all this and have it inspected. This was his livelihood. He developed property for a living. This was serious to him. This was private property. For her to come onto his property and tell him a tree was not diseased enough for him to take it down, was not right. They could pass the laws and he could chose whether or not to develop in Fayetteville or not. They had run off a lot of development. He liked Fayetteville. The corner they were developing on now, last year the tax base was eight hundred dollars. Next year, it will be seventy-five thousand two years from now. Fayetteville needed good development. Why didn't they just require twenty percent trees and leave it at that. He could fall within that. It was the administration of bouncing back and forth. It was not fair and they did not play on a level playing field. They should take treeless lots and force people to plant trees on those. That was preserving trees for the next generation. He was for what they were trying to do, but this was not the way to do it.

Mr. Vandenberg stated he had moved his business out of Fayetteville because of the cost of things. They were driving builders away. What they were leaving behind was the high end builders. They were having to charge more for less or they were driving people who would normally be regulated by the city out into the county where they were building sub-grade products.

Upon roll call the motion carried unanimously.

Alderman Davis referring to Exhibit B, subsection Prior Tree Removal, asked if they had come up with better wording.

Mr. Williams stated the proposed amendment would read, "Prior tree removal, if due to non-agricultural reasons trees have been removed below the required minimum within the five years preceding application for development approval the site must be forested to met the percent minimum canopy according to table one, plus an additional ten percent of the total area of the property." If the trees had been removed for agricultural reasons then this would not apply. It was a very wide exemption.

Alderman Zurcher stated he would call this a loop hole.

Alderman Davis moved to approve the amendment. Alderman Trumbo seconded.

Mr. Israel asked who would determine if it was an agricultural purpose.

Mr. Williams replied it would be the Landscape Administrator, then the Planning Commission. They would make most of the final decisions in this ordinance, but there were a number of actions appealable to the council.

Mr. Whitaker stated this did not change the section of the UDO that already allows appeals. The language that they had added merely made people understand that if they wished to contest the tree preservation plan. The process is to contest the decision pertaining to the whole large scale development or the subdivision.

In response to concerns, Mr. Whitaker stated one of the original things that came out of the subcommittee was a paragraph that actually gave an agricultural exemption, but after their first question and answer session, Mr. Green had brought it to their attention that it was incredibly vague and broad and who would decide what agricultural meant and how would they determine what a legitimate agricultural purpose was. At that point, he recommended that they strike the agricultural exemption because it would be opening a can of worms and they concurred. He could not think of a way to tighten up the wording, unless they could come up with an iron clad definition of "agricultural purpose".

Ms. Leflar stated she thought there could be a way to tighten up the language. She stressed for them not to throw out the entire ordinance because of this one paragraph.

Mr. Israel stated if they made it a level playing field and made them have a twenty percent canopy, there would be no reason for them to cut the trees. What they were doing with the ordinance was setting up a reason for them to go and cut all the trees. If they stated that every new commercial development had to have twenty percent canopy, it would not do them any good to cut the trees. They had taken something so simple and made it so complicated. It was like the bicycle ordinance, six pages.

Mr. Williams stated they were voting on adding language so the first sentence would read, "if due to non-agricultural reasons trees have been removed below the required minimum within the five years preceding the application for development approval the site must be forested to meet the percent minimum canopy according to table one, plus an additional ten percent of the total area of the property."

Alderman Young stated he remembered that during the Planning Commission meeting someone pointed out that harvesting trees was not defined as agricultural relative to trees. There was another aspect of that and that was the replanting of trees. That was the key to the agricultural purposes.

Alderman Davis asked if someone wanted to expand their cattle farm, they would still be using it for agricultural even though they had cut the trees down.

Mr. Williams stated this had been an argument on the committee for a year with several legal minds working on it and they could not come up with language. There would probably be no perfect solution.

Upon roll call the motion carried by a vote of 5-4-0, Thiel, Young, Zurcher, and Jordan voting nay. Mayor Coody broke the tie by voting yes.

Mr. Williams stated they also wanted to add "park quadrant' to the ordinance.

Alderman Thiel moved to approve the amendment. Alderman Davis seconded. Upon roll call the motion carried by a vote of 7-0-1, Reynolds abstaining.

Ms. Lisa Whitaker suggested that rather than trying to define agricultural verses nonagricultural uses, that they put a prohibition of a number of years to request rezoning from agricultural if they clear cut the land.

Alderman Davis stated he was concerned that they had talked about the site analysis plan and that they needed to go one hundred feet beyond the property lines. What happens if they were not able to go across someone's property to do that.

Ms. Hesse stated it was in the current ordinance. The idea was that they could be affecting an adjacent tree.

Alderman Davis stated there were two situations, if they had a surveyor, they could go on the property, State Law allowed them onto the property for the survey. A private individual would be restricted.

Mr. Williams stated there was a variance section. They could grant a variance for such cases. In response to questions from Alderman Santos, Mr. Conklin stated all large scale development required an easement plat. They had already instituted showing tree preservation area. Those were signed by city staff including the Landscape Administrator and filed at the county court house.

Mr. Israel asked what the penalty was.

Mr. Whitaker stated if and when this was enacted and codified there would be a cross reference to section 10.99 of the Code of Fayetteville which was the general penalty. It was basically the same penalty that applied to the violation of any ordinance.

Mr. Williams stated he believed the maximum fine per State Law was five hundred dollars.

ORDINANCE WAS LEFT ON THE SECOND READING AS AMENDED.

NEW BUSINESS

RZN 01-15.00: An ordinance approving rezoning request RZN 01-15.00 submitted by Nick Vandenberg on behalf of Karstetter and Glass Body Shop for property located at 2530 Wedington Drive. The property is zoned R-1, Low Density Residential, and contains approximately 1.76 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance.

Mr. Vendenburg stated the woman who owned the property had been paying commercial property taxes on the property. The land had been used for commercial purposes for years. This was for an expansion of the current business.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4338 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EFFECTIVE DATE OF ORDINANCES: An ordinance amending Section 10.15 of the Code of Fayetteville by deleting the current section and substituting a new section.

Mr. Williams read the ordinance.

Mr. Williams stated they had an incorrect ordinance which stated when the ordinance went into affect. It did not follow State law. It was misleading to someone who would read the code. He suggested they change the ordinance to make it comply with State Law.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4339 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RECYCLE SITE: Discussion of staff proposal to relocate the community drop off site to a monitored area within the Solid Waste Facility.

Ms. Melissa Terry, Solid Waste Division, stated they would like to move the recycle site because there had been a great deal of dumping going on over the weekend and it took a lot of time to clean that up. From an educational point of view, it would be bringing people into closer contact with the materials that were recovered once they were recycled. They were already baled up in the back. It would be interesting for people to see what they looked like.

Alderman Davis asked what the public comment was on moving the site.

Ms. Terry stated the only feed back they had heard had been from the media and from staff. They had not heard much from the community.

Alderman Reynolds stated it needed to be in a more appropriate place.

Ms. Terry stated they were proposing to move the site to the south end of the recovery facility. They would upgrade the signage to make it more visible.

NO ACTION TAKEN.

RESIDENTIAL YARD WASTE: An ordinance amending Chapter 50: Garbage and Trash, of the Code of Fayetteville, to amend definitions; and to amend the services requirements pertaining to residential yard waste.

Mr. Dumas, Utility Services Director, stated only fourteen percent of the resident participated in the subscription service. It was a small percentage for the type of service that they provided. There was currently a two dollar subscription fee. He presented charts illustrating the current operating cost and projected costs for the reminder of the year. They were looking for ways to streamline the operations. They had looked at three options. One was a cart program, compostable cornstarch bag, and the compostable paper bag. He outlined the advantages and disadvantages of each system along with the projected costs of each system.

Alderman Davis stated some residents in his neighborhood had asked him to leave this on the first reading tonight. They wanted to have the chance to see if they could find the bags.

Mr. Williams read the ordinance for the first time.

Alderman Zurcher stated he wanted to make sure that it was more expensive to throw this stuff in a landfill than to do it this way.

Mr. Dumas replied it was considerably more expensive to compose than it was to throw in a landfill. From a public investment, composting was a very expensive operation. If they did not utilize this system they would be increasing landfill utilization by eleven tons per day. There was a law requiring them to remove this from the landfill.

Mayor Coody stated composting would save them sixty-eight thousand bags out of the waste stream, forty-six thousand dollars per year, seventeen hundred and forty-four hours of labor and free up one employee.

ORDINANCE WAS LEFT ON THE FIRST READING.

The meeting adjourned at 10:10 p.m.

FAYETTEVILLE

STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

W.A.Oestreich	Fleet Operations	Public Works
Name	Division	Department

ACTION REQUIRED:

Acceptance of the State of Arkansas Contract Award ST-01-0194/A, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option "IO" and modifications to "Radio" with authorization to purchase 9 units. The Vendor for this Purchase will be Landers Ford, 4600 S. University Ave, Little Rock, AR 72204

COST TO CITY:

Cost: $195,231.00 Trade Allowance: N/A Net Cost: $195,231.00

$195,231.00 Cost of this Request	$ 658,006.00 Category/Project Budget	Rep./Ex. Police/Pass. Vehicle Category/Project Name
9700-1920-5802.00 Account Number	$ 154,530.00 Funds Used To Date	Vehicles & Equipment Program Name
98066 Project Number	$ 503,476.00 Remaining Balance	Shop Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Emma Bagley for Marsha Farthing
Accounting Manager 9/28/01 Date

ADA Coordinator Date

City Attorney 9/28/01 Date

Internal Auditor Date

Purchasing Officer 9-27-01 Date

STAFF RECOMMENDATION:

Authorization to Purchase Item #7-Arkansas Contract Award ST-01-0194.

Division Head 9/26/01 Date

Department Director Date

Administrative Services Director 10/5/01 Date

Dan Coody
Mayor 10/5/01 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ted Webber, Administrative Services Director

THRU: Greg Boettcher, Director of Public Works

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 26, 2001

SUBJECT: ACCEPTANCE OF STATE CONTRACT AWARD ST-01-0194/A

Reference the attached Agenda Request for the Acceptance of the State of Arkansas contract Award ST-01-0194, Item #7, 2002 Ford Crown Victoria Police Interceptor Vehicles including Option IO and upgrade of radio equipment. The Vendor for this purchase will be Landers Ford, 4600 S. University Ave., Little Rock, AR 72204. These are budgeted items for the calendar year 2001.

The Contract Award is included along with the Vendor information, Bid Specifications and Pricing Information.

The item listed complies with the original specifications developed by the City of Fayetteville for vehicles of this type and size. Therefore it will be to our advantage to utilize the State Bid for our pricing structure. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered. .

This recommendation has been reviewed by the Police Department, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 7. Full Size Police Interceptor Sedan

** Landers Ford
2002 Ford Crown Victoria Police Interceptor - 4 Door - 8 Units @ $21,707.00, 1 Unit @ $21,495.00. This should provide units that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS 9 COMPLETE UNITS:

ITEM 7. Landers Ford **TOTAL BID AWARD:** **$195,231.00**

The remaining budgeted amount for items in this Category/Project is $503,476.00 in account 9700-1920-5802.00, Project 98066. With the purchase of these items at $195,231.00 we will have a balance remaining of $144,885.00 for additional vehicles and equipment scheduled for the balance of this calendar year and for the next budget year in this Category/Project.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Bill Oestreich, Fleet Operations Superintendent

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

DATE: September 25, 2001

RE: Police Car Body Size

The purpose of this memorandum is to reaffirm our department's need for "full-size" police vehicles that may be purchased in the future. Our police vehicles are "mobile offices" that officers occupy many continuous hours a day. The vehicles contain consoles with radios, light switches, siren switches and other devices. Each car also contains a mount with a laptop computer installed. Officers also carry a radar gun in the passenger seat area along with their gear bag or briefcase full of supplies.

The rear seat area of the cars is already cramped and we have taken out the factory back seats in order to install a hard plastic seat that is easier to hose off when needed and minimizes the concealment of contraband and/or weapons that prisoners might try to hide. We have a screen between the front seat and the rear passenger area to protect the officer from prisoners who may want to attack the officer by kicking or spitting or in case they manage to get their handcuffs in from of them. The screen encroaches on the space in the rear passenger area already making it somewhat difficult to get prisoners in and out of the car.

Many of our officers are tall, large framed individuals that carry a large amount of equipment on their gunbelts. Any reduction of leg and shoulder room would decrease officers' comfort and ability to exit and enter the vehicle in a hurry.

The trunk area of our police cars contains many other items needed on a daily basis such as rubber glove, fingerprint kits, evidence collection supplies and devices with spikes to stop fleeing vehicles. We also have an additional radio and a modem in each trunk area and we have to have room for a large hard case for department shotguns. Any reduction in trunk size could limit carrying of needed supplies and create additional challenges for the mounting of necessary equipment.

Our police cars are not simply a mode of transportation. They contain the tools we need to do our daily job and officers spend a large amount of time there. A full-size car is a must for us to do our job properly.

State of Arkansas
OFFICE OF STATE PURCHASING
1509 West Seventh Street, Room 300 72201-3966
P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9316

STATE CONTRACT AWARD-EXTENDED

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF PORTIONS OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

BUYER: WILLIAM BOTTORFF, C.P.M. CONTRACT/BID NO.: ST-01-0194

DESCRIPTION: VEHICLES
CONTRACT PERIOD: JULY 1, 2001 THROUGH JUNE 30, 2002

CONTRACT VALUE: N/A
COMMODITY CLASS(ES): 070-05,42,48,90
PURCHASE REQUEST NO.: N/A
AGENCY CONTACT/PHONE: N/A
DELIVERY REQUIREMENTS: AS SPECIFIED

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:
AS SPECIFIED WITHIN

DELIVER TO:
AS SPECIFIED WITHIN

CONTRACT AWARD TO:
SEE PAGE 2.

CONTACT NAME:
TELEPHONE NO.:
FAX NO.:
VENDOR NO.:
FEDERAL I.D. NO.:

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: ______________________ DATE: ______________________

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT NO: ST-01-0194 PAGE 2

Expiration Date: 06/30/02

Motor Vehicle Acquisition Revolving Fund ST-01-0194/A
PO Box 2485
Little Rock, AR 72203

Line Items: 1, 3, 4, 6, 7, 8, 10, 18, 19, 23, 24, 25, 37, 39, 42, 43, 48

Landers Chrysler-Dodge Jeep, Inc. ST-01-0194/B
Attn: David Hobbs
PO Box 1649
Benton, AR 72018
Phone: 501-315-7100
Fax: 501-303-7121
Fed. ID: 71-0678164

Line Items: 31, 32, 40

STATE OF ARKANSAS
CONTRACT AWARD

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AUTOMOBILES, VANS AND TRUCKS

I. PURPOSE AND INTENT

It is the intent of this Invitation for Bid to solicit and obtain competitive bids as a basis for establishing a contract under which the State of Arkansas and Cooperative Purchasing Program Participants may purchase cars, vans, light trucks and one (1) ton trucks.

II. TERM OF CONTRACT

Term of this contract will be from July 1, 2001 through June 30, 2002. Availability of individual line items will depend on factory order cut-off dates. Many items will have cutoff dates by April-May of 2002.

III. QUANTITIES

Actual quantities of vehicles that will be ordered are not known at this time. On last years contract, the State of Arkansas ordered approximately 615 various vehicles within the scope of this bid, total from all sources was over 1225..

IV. SPECIFICATIONS

All vehicles shall be new and shall be the latest model of proven performance and in standard production by manufacturer at time of delivery. Bidder's offering must conform to the State of Arkansas Specifications referenced herein. Copies of the specifications may be obtained by contacting the Office of State Purchasing. Specifications for these vehicles are minimum and bidders may bid more than one (1) model for each type, but they must meet or exceed the minimum specifications.

V. WARRANTY

The supplier warrants each vehicle to be of good material and workmanship and agrees to promptly replace any part or parts, when the vehicle is returned to the suppliers place of business or a pre-approved location, which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of thirty-six (36) months or 36,000 miles, whichever comes first, from the date of delivery. If such failure renders the vehicle incapable of being driven, the supplier will be responsible for having the vehicle transported to his place of business. If such failure takes place outside the suppliers service area, the supplier will be responsible for reimbursing the nearest authorized dealer for services rendered under this warranty. Tires are exempted from this warranty but must be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

This warranty applies to Police Pursuit Vehicles starting with the **date the vehicle is put in service.**

STATE OF ARKANSAS
CONTRACT AWARD

****

VI. ACKNOWLEDGEMENTS

Awarded vendors must send, to the ordering entity, an order acknowledgement within 10 days after receipt of order .

VII. DELIVERY

Bid prices must include delivery of all vehicles to the ordering agency regardless of location with-in the State of Arkansas. Bidder will be required to state approximate delivery in the space provided for each vehicle. If delivery time stated is considered excessive by the Office of State Purchasing your bid for that vehicle will be rejected. Failure to deliver the vehicle within the stated time will be cause to cancel the contract for that vehicle. If cancellation occurs the Office of State Purchasing may purchase the vehicles and charge the difference (if any) to the defaulting contractor.

VIII. ORDERING VEHICLES

All vehicles as defined by Arkansas Code Annotated of 1987 at section 22-8-206, will be ordered by the Department of Finance & Administration, Administrative Services. Vehicles not covered by Arkansas Code Annotated of 1987 at section 22-8-206, will be ordered by Ordering Agency after notifying the Office of State Purchasing.

IX. PRICE INCREASES

Price increases will be allowed if the manufacturer has a general price increase on any model on the contract. However, the price increase must be documented by a letter from the manufacturer and only that amount will be allowed. The effective date of the increase will be 10 days after Office of State Purchasing accepts it. The successful vendor(s)must guarantee that the ordering agency will receive the full general price decrease or rebate amount the manufacturer offers on any vehicle(s) within this contract.

X. SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.(Notice # XI for co-op participants.)

XI. COOPERATIVE PURCHASING PROGRAM PARTICIPANTS NOTE:

In order to provide the discounted prices offered in this procurement package to both the State and the Cooperative Purchasing Program participants, the vehicle bidders must receive timely payment, payment for partial shipment on multiple vehicle orders, and have all required approvals obtained prior to order placement. All these conditions are being met by state agencies, who are required to have sufficient funds and approvals before orders are placed and to make prompt payment for vehicles as received. It is incumbent upon Cooperative Purchasing participants to have all approvals obtained and funds available to complete the purchasing transaction in a prompt manner. Most of the dealers have fifteen days from the time a vehicle leaves the factory to pay the manufacturers. In order to continue to receive the fleet pricing, you must ensure prompt payment for each vehicle as it is received.

XII. OTHER VEHICLES

Vehicles which do not conform to the State of Arkansas Standard Specifications and have been approved for purchase will be bid on an individual basis.

STATE OF ARKANSAS
CONTRACT AWARD

****

XIII. OPTIONS

Bidders please note that option prices bid may be a determining factor in award of this Contract (if it is in the State's best interest).

XIV. AWARD AND REQUIREMENTS

This contract will be awarded, by item, to the lowest responsive responsible bidder meeting specifications for all vehicles listed herein. **Bidder must also meet all requirements set forth by the Arkansas Motor Vehicle Commission,(501-682-1428), prior to bidding.**

XV. ADDITIONAL OPTIONS NOT SPECIFIED:

Agencies/Awarded Vendors can not add options to vehicle purchases from this contract unless the option is referenced within this IFB/Contract for that vehicle.

XVI. ONE TON VEHICLES

Except for agencies that are exempt, it is required when agencies are ordering One (1) Ton vehicles from this contract that the original approved MV-6 form and a copy of the agency purchase order be sent to the Office of State Purchasing, attention: Vehicle Buyer.

XVII. CONTRACT EXTENSION

Upon agreement of all parties, the state reserves the right to extend the term of this contract, by line item, through June 30, 2002. Item IX on allowable price increases would apply. The delivery times would be extended during the time between old model cut-off and new model introduction to a time agreed to by the manufacturers.

STATE OF ARKANSAS
CONTRACT AWARD

CONTRACT NO: ST-01-0194 /A

****

Item #7

		VENDOR
Type LAA - Four (4) Door Large Police	$21,446.00	LANDERS FORD

Pursuit Sedan

MFG AND MODEL FORD CROWN VIC

ENGINE SIZE 4.6 L V-8

Approximate delivery 120 days A.R.O.

OEM alternate fuel vehicle $N/A
Multi-fuel - Gasoline/Compressed Natural Gas (CNG)

ENGINE SIZE ____________

Approximate delivery ____ days A.R.O.

OPTIONS:

53.	IO.	Roof reinforcement for light bar installation	$76.00
54.	MO.	Delete Spotlight: Spotlight may be deleted for Credit (deduct)	$<136.00>
55.	OO.	Spotlight (additional, to be installed front passenger side).	$160.00
56.	VO.	Delete ABS Brakes (deduct)	$<400.00>
57.	VI.	Delete anti-slip rear axle (deduct)	$<70.00>
	WL.	Full size spare, tire to match others on vehicle.	$STANDARD
58.	ZI.	Street Appearance Package: Chrome grill, side moldings, full size wheel covers, change police engine markings. **(NOTE: AUTOMATICALLY DELETES SPOTLIGHTS)**	$200.00

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Sharon Crosson	Utilities Management	Environmental Services
Name	Division	Department

ACTION REQUIRED:

Approval of a resolution to allow expenditures of up to $25,000 for pagers for year 2001.

COST TO CITY:

$ 22,500	$ 25,000	Telephone Expense
Cost of this Request	Category/Project Budget	Category/Project Name
(various) 5310-01	$ 16,584	Utilities Management
Account Number	Funds Used To Date	Program Name
n/a	$ 8,416	(Various)
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager ___ Administrative Services Director ___

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

Emma Badgley for Marsha Farthing	9/28/01	Danny Smith	10/1/01
Accounting Manager	Date	Internal Auditor	Date
[signature]	9/28/01		
City Attorney	Date	ADA Coordinator	Date
P Vice	10/1/01		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Staff recommends approval of expenditure not to exceed $25,000 for 2001.

Sharon Crosson 9-28-01
Division Head Date

Cross Reference

[signature] 10-1-01
Department Director Date

New Item: Yes No

[signature] 10/01/01
Administrative Services Director Date

Prev Ord/Res #: ___

Dan Coody 10/3/01
Mayor Date

Orig Contract Date: ___

Orig Contract Number: ___

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RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Dan Coody

THRU: Gary Dumas, Environmental Services Director

FROM: Sharon Crosson, Utilities Manager

DATE: September 28, 2001

SUBJECT: **Request for Approval of Expenditure for Pagers**

Staff requests council approval for the 2001 annual expenditure of pagers not to exceed $25,000. The current expenditure through September is $16,584.39 and is estimated to be $22,500 for the entire year of 2001.

In January 1998, the City solicited bids for paging services and awarded the bid to the lowest bidder, Allcom Communications. The award did not require council approval because we were only expending approximately $15,000 annually. Over the past 3 years, we have grown from 99 pagers to 143 pagers, which has increased our costs to over $20,000 per year.

Our basic cost per pager is $13.01 per month. The pagers all have "alpha page" capabilities. This feature is especially useful because it allows a person to send a detailed text message to any pager holder by using the Internet or by using Allcom's desktop paging software that is provided at no charge. This text paging feature eliminates the need for a telephone call by either party. Another useful tool is group messaging where you can send the same message simultaneously to more than one pager. There is unlimited usage on the pagers and the paging service area covers most of the state of Arkansas and extends into Oklahoma and Missouri. The monthly fee also covers insurance on all our pagers.

Per your request, City staff is currently reviewing all assignment of cell phones and pagers to analyze the needs for each division and help control costs. A detailed list of all equipment and its assignment will be submitted to each appropriate department director for necessary changes and final approval.

/slc

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

SCHEDULE 1 - PAGERS

Division/Department	Number of Pagers 1999	Number of Pagers 2001	
Administration	2	0	
Animal Services	6	5	
Building Maintenance	6	8	
Fire Department	3	4	
Fleet	4	3	
Information Technology	4	3	
Inspection	1	1	
Meter & Backflow	5	5	
Municipal Court	0	1	
Parking Management	0	3	
Parks & Recreation	5	10	
Police Department	36	49	
Police Drug Enforcement	7	18	
Solid Waste	0	5	
Street	4	4	
Traffic	4	4	
Utilities Management	1	1	
W/S Maintenance	11	19	
TOTAL	99	143	
EXPENDITURES	$14,462.73	$22,500.00	(est.)
Avg. cost per pager/month	$12.17	$13.11	

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

r the Fayetteville City Council meeting of October 16, 2001

FROM:

Sharon Crosson	Utilities Management	Environmental Services
Name	Division	Department

ACTION REQUIRED:

Approval of a resolution to allow expenditures of up to $25,000 for cell phones for year 2001.

COST TO CITY:

$ 21,600	$ 25,000	Telephone Expense
Cost of this Request	Category/Project Budget	Category/Project Name
(various) 5310-01	$ 17,190	Utilities Management
Account Number	Funds Used To Date	Program Name
n/a	$ 7,810	(Various)
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager ____ Administrative Services Director ____

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

Emma Baldwin for Marsha Farthing
Accounting Manager 9/28/01 Date
Nancy Smith
Internal Auditor 10/1/01 Date

City Attorney 9/28/01 Date
ADA Coordinator ____ Date

Purchasing Officer 10/1/01 Date

STAFF RECOMMENDATION:

Staff recommends approval of expenditure not to exceed $25,000 for 2001.

Sharon Crosson
Division Head 9-28-01 Date

Department Director 10-1-01 Date

Administrative Services Director 10/2/01 Date

Dan Coody
Mayor 10/3/01 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: ____

Orig Contract Date: ____

Orig Contract Number: ____

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RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Dan Coody

THRU: Gary Dumas, Environmental Services Director

FROM: Sharon Crosson, Utilities Manager

DATE: September 28, 2001

SUBJECT: **Request for Approval of Expenditure for Cellular Phones**

Staff requests council approval for the 2001 annual expenditure of cell phones not to exceed $25,000. The current expenditure through September is $17,190.16 and is estimated at a total cost of $21,600 for the entire year of 2001.

We have an incredible contract with Alltel Communications. The contract allows us up to 23,900 minutes per month for one flat fee. All cell phone users utilize these minutes from a "pool" of total minutes, which allows us to more efficiently manage our air time. The contract allows us up to 75 cell phones; we currently have 69 phones. Our "time management" contract truly has been extremely cost effective, equating to 5.73 cents per minute (for 23,900 minutes), and our average cost per phone is $22.66 per phone per month.

In 1999, the City had a total of 52 cell phones averaging $2,300 per month for a maximum of 10,000 minutes, and overages at 25 cents per minute. In the fall of 1999, we solicited bids for cellular services and awarded the contract to the lowest bidder, Alltel Communications. The new contract basically lowered our average cost per phone from $44.39 per month to $26.09 per month and we gained an additional 13,900 minutes per month.

The contract with Alltel Communications began October 1, 1999, and is a one-year contract with an option to renew for four additional one-year terms at the City's option. Expenditures for cell phones was $27,701 for 52 phones in 1999; $20,044 for 63 phones in 2000; est. $21,617 for 69 phones in 2001. We have actually lowered our cost by over $6,000 annually compared to expenditures in 1999. Although this expense has exceeded $20,000 in previous years, it has never been brought before the council. We want to correct this oversight and request council approval for this expenditure.

Per your request, City staff is currently reviewing all assignment of cell phones and pagers to analyze the needs for each division and help control costs. A detailed list of all equipment and its assignment will be submitted to each appropriate department director for necessary changes and final approval.

/slc

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

SCHEDULE 1 - CELL PHONES

Division/Department	Number of Phones 1999	Number of Phones 2001	
Administration	3	8	
Airport	1	2	
Animal Services	1	1	
Building Maintenance	2	2	
City Attorney	1	0	
City Prosecutor	1	1	
Community Development	1	1	
Engineering	5	5	
Fire Department	3	6	
Fleet	1	1	
Hot Checks	2	2	
Inspections	3	3	
Landscape	4	4	
Meter & Backflow	1	2	
Parks & Recreation	2	2	
Planning	1	0	
Police Department	11	14	
Police Drug Enforcement	4	5	
Sidewalks	0	1	
Solid Waste	1	2	
Street	1	2	
Traffic	0	1	
Utilities Management	1	2	
W/S Maintenance	2	2	
TOTAL	52	69	
EXPENDITURES	$27,701.60	$21,600.00	(est.)
Avg. cost per phone/month	$44.39	$26.09	

STAFF REVIEW FORM

__ Agenda Request
X Contract Review
__ Grant Review

the Fayetteville City Council meeting of October 16, 2001

FROM:

Name	Division	Department
Hugh Earnest	**Urban Development**	**Urban Development**

ACTION REQUIRED: A Resolution approving the contract for services between the City of Fayetteville and the Downtown Dickson Enhancement Project.

COST TO CITY:

$ 0 Cost of this Request	$ 35,000 Category/Project Budget	Category/Project Name
Account Number	$ 35,000 Funds Used to Date	Miscellaneous Program Name
Project Number	$ -0- Remaining Balance	General Fund

BUDGET REVIEW: ___Budgeted Item ___Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Accounting Manager Date

ADA Coordinator Date

City Attorney Date 10/4/01

Internal Auditor Date

Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division Head Date

Department Director Date 9-28-01

Administrative Services Director Date 10/4/01

Mayor Date 10/5/01

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Dan Coody
Fayetteville City Council

From: Hugh Earnest
Urban Development Director

Date: October 4, 2001

Re: Contract for Services with Downtown Dickson Enhancement Project

Background

The city is in the process of negotiating contracts detailing the services to be provided by various entities that receive financial assistance from the city on some agreed upon basis. Securing contracts of this nature meet the legal requirements involving the purchase of services expected when public monies are involved. In addition, these documents will serve as an excellent tool between the parties by requiring both to negotiate the terms and conditions governing the services purchased.

Current Status

The contract being forwarded to the council for their consideration is between the DDEP board and the city. It has been negotiated between city staff and representatives of the board. The contract lists the reports expected by the city and commits city staff to assist in the development of certain other reports and cooperative efforts. The document clearly states that the appropriation for this year is $35,000 and that any future year appropriation depends on action by the city council.

Recommendation

This contract is in the best interests of both parties and its approval is recommended.

CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES

This Agreement is entered into on this _______ day of ___________, _______ between the City of Fayetteville, hereinafter known as the "City" and Downtown/Dickson Enhancement Project, Inc., hereinafter known as "DDEP," an Arkansas not-for-profit corporation.

WHEREAS preserving and enhancing the historic core of the City benefits Fayetteville through increased tax revenue and an exceptional quality of life.

WHEREAS the City has determined that a public need exists for convenient access to transportation and parking along with safe and inviting pedestrian linkages between downtown Fayetteville commercial, civic and residential areas more specifically illustrated by the DDEP area shown in Exhibit A.

WHEREAS DDEP has developed an organization to develop and implement a master plan to enhance and promote the vitality, further development and marketing of the Downtown/Dickson Area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and DDEP agree as follows:

1. This Agreement will begin on the date first written above.

2. Downtown/Dickson Enhancement Project, Inc (DDEP) agrees to perform the following services for the City of Fayetteville:

   a. Develop and submit to the Fayetteville Planning Commission and the Fayetteville City Council for approval no later than September 1, 2002, streetscape and sidewalk master plan and design standards for the described area,

   b. At the City's request, find or investigate possible grant and other funding sources to implement streetscape enhancements for the described area,

   c. Submit all grant applications to the City for City approval which require matching City funds or require future City funding for maintenance or operation expenses **prior** to submitting the grant application to the granting agency,

   d. Assist the City, as requested, in developing plans for mitigating parking and traffic flow issues for the described area,

   e. Assist in maintaining the economic vitality of the described area by actively assisting existing businesses in customer and tenant retention promoting the area to potential new businesses and tenants,

f. Develop a biennial market analysis, with City assistance and support, of the described area that tracks business and residential changes within the described area. The first market analysis is due on March 31, 2002 and subsequent analysis on a biennial basis no later than March 31 of those years; the City and DDEP agree that the first analysis will address current and projected parking needs in the described area,

g. Coordinate services and activities, in the described area, as requested by the City, with the Dickson Street Improvement District, PRIDE in Dickson Street (Springfest), the Off Street Parking District, and Auumnfest to provide coordinated services,

3. DDEP agrees to provide written annual reports to the City that describes the activities undertaken during the preceding period on the services performed pursuant to paragraph 2 and also report on the following performance measures: net business addition/retention, retail occupancy rate, and festival participation. The written annual report is to be submitted to the Project Coordinator by October 31 for the preceding year. The data will be reported for the current year-to-date and prior year-to-date.

4. To make available all records for review by the City and City auditors as requested, and to provide the City with an annual audit performed by a certified public accountant licensed by the State of Arkansas. DDEP agrees to comply with the Arkansas Freedom of Information Act as applicable.

5. For the purpose of this Agreement, the Project Coordinator for the City will be the City Urban Development Director or his/her designee. The Project Coordinator for DDEP will be DDEP Executive Director Bootsie Ackerman or her successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and DDEP.

6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.

7. DDEP will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.

8. Budget. The City agrees to pay and DDEP agrees to accept as payment in full for its services $35,000.00 for 2001. It is understood that this amount represents a fraction of the value of these services. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year.

9. DDEP must provide and maintain in force at all times during the term of the contract insurance for worker's compensation, commercial general liability, and automobile liability, if required by state statute. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are $1,000,000.

10. For any work sublet, DDEP shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under worker's compensation insurance, DDEP shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

11. A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein shall be paid by DDEP.

12. DDEP will render to the City, a Request for Payment at the end of each month and the City will pay the invoice within thirty days of receiving the invoice in the City's Accounting Division.

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

City of Fayetteville	Downtown/Dickson Enhancement Project, Inc
Dan Coody, Mayor	President
113 West Mountain St.	P. O. Box 3573
Fayetteville, AR 72701	Fayetteville, AR 72702

14. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated __________ confirming the 501(c)(3) tax exempt status of the Downtown/Dickson Enhancement Project, Inc.

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

Downtown/Dickson Enhancement Project, Inc.	**City of Fayetteville**
______________________	______________________
James R. Foster, President	Dan Coody, Mayor
______________________	______________________
Attested By:	Attested By:

Ark. Air Museum
A. 6. Page 1

STAFF REVIEW FORM

X Agenda Request
X Contract Review
__ Grant Review

r the Fayetteville City Council meeting of October 16, 2001

FROM:

Gary Dumas	Airport	Utility Services
Name	Division	Department

ACTION REQUIRED: Approval of a contract for services with the Arkansas Air Museum.

COST TO CITY:

$ 7,000	$ 7,000	
Cost of this Request	Category/Project Budget	Category/Project Name
1010-6600-5733-00	$ -0-	Miscellaneous
Account Number	Funds Used to Date	Program Name
	$ 7,000	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ___Budget Adjustment Attached

get Manager

Administrative Services Director

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

Marsha Farthing 10/3/01
Accounting Manager Date

ADA Coordinator Date

10/03/01
City Attorney Date

Internal Auditor Date

10/5/01
Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the Resolution.

Division Head Date

Cross Reference

10-05-01
Department Director Date

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

10/5/01
Administrative Services Director Date

Prev Ord/Res #:___________

Dan Coody 10/5/01
Mayor Date

Orig Contract Date:___________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Coody and City Council

From: Gary Dumas

Date: October 3, 2001

SUBJECT: Arkansas Air Museum Contract

Attached is the contract for services between the City and the Arkansas Air Museum. It calls for the Air Museum to provide displays of a historical nature that describe actual events that occurred within the City limits and promote and manage a display that depicts historical aviation history made within the City limits.

The City agrees to pay the Air Museum $7,000.00 for its services for 2001. The amounts to be paid for services in future years are dependent on the amounts appropriated by City Council for that budget year. As additional compensation to Air Museum, the City agrees to lease the original airport terminal to the Air Museum for $1.00 per year.

CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES

This Agreement is entered into on this _____ day of __________, ________ between the City of Fayetteville, hereinafter known as the "City" and Arkansas Air Museum, Inc., hereinafter known as "Air Museum, " an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for displays of a historical nature that describe actual events that occurred within the City limits.

WHEREAS Air Museum has developed an organization to promote and manage a display that depicts aviation history made within the City limits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Air Museum agree as follows:

1. This Agreement will begin on the date first written above.

2. Air Museum agrees to perform the following services for the City of Fayetteville:

   a. Operate and maintain displays of the early years of aviation at Drake Field located within the city limits of Fayetteville.

3. Air Museum agrees to provide written semi-annual and annual reports to the City that describes the activities undertaken during the preceding period on services performed pursuant to paragraph 2 and also report on the following performance measures: outreach program for nonpublic funding, special event attendance and total attendance. The semi-annual reports are to be submitted to the Project Coordinator by July 10 and January 10 for the preceding period. The data will be reported for the current year-to-date, and prior year-to-date.

4. Air Museum agrees to make available all records for review by the City and City auditors as requested and to provide the City with, at minimum, a compilation and review or the Internal Revenue Service Form 990 prepared by a certified public accountant licensed by the State of Arkansas. Air Museum agrees to comply with the Arkansas Freedom of Information Act as applicable.

5. For the purpose of this Agreement, the Project Coordinator for the City will be the City Airport Manger or his/her designee. The Project Coordinator for Air Museum will be Air Museum Director John Kalagias or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and Air Museum.

6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001. This contract may be extended for additional years subject to City Council approving a budget containing funding for this contract.

7. Air Museum will hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.

8. Budget. The City agrees to pay and Air Museum agrees to accept as payment in full for its services $7,000.00 for 2001. The amounts to be paid for services in future years are dependent on the amounts appropriated by City Council for that budget year. As additional compensation to Air Museum, the City agrees to lease the original airport terminal to the Air Museum for $1.00 per year.

9. Air Museum must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability and tenant contents insurance, and automobile liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are $1,000,000. The tenants insurance must be sufficient to provide insurance for the personal property stored on site.

   For any work sublet, Air Museum shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, Air Museum shall provide and shall cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

   A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein shall be paid by Air Museum.

10. Air Museum will render to the City, a Request for Payment concurrent with the submittal of each semi-annual report and the City will make every effort to pay the invoice within thirty days of receiving the invoice in the City's Accounting Division.

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

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

Air Museum
John Kalagias
Director
4290 South School Street
Fayetteville, AR 72701

12. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other party. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than Air Museum and the City.

13. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.

14. A waiver by either party of any terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.

15. Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and Air Museum.

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

17. Interpretation. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated ______________ confirming the 501(c)(3) tax exempt status of the Arkansas Air Museum, Inc.

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

Arkansas Air Museum, Inc.

____

John Kalagias, Director

____

Attested By:

City of Fayetteville

____

Dan Coody, Mayor

____

Attested By:

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Paul Libertini P.L.	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Award the construction contract to Jerry D. Sweetser, Inc. (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail & Eastern Mud Creek Trail Construction".

COST TO CITY:

$ 417,846	$ 844,107	Fayetteville Multi-Use Trails
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5814.00	$ 253,642	Street Improvements
Account Number	Funds Used To Date	Program Name
99081	$ 590,465	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached (to be furnished)

Budget Coordinator ____________ 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: Approval of the action items listed above.

Jim Beavers
Division Head — Date 10-05-01

Department Director ________ Date ________

Administrative Services Director ________ Date ________

Mayor ________ Date ________

Cross Reference

New Item: Yes x No __

Prev Ord/Res #: ____________

Orig Contract Date: ____________

Orig Contract Number: ____________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Dan Coody
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer *Jim Beavers*

From: Paul Libertini, Staff Engineer *P.L.*

Date: October 4, 2001

Re: Agenda Request, Council Meeting of October 16, 2001
Joyce Blvd. Trail & Eastern Mud Creek Trail Construction (Fayetteville Multi-Use Trails)

1. Staff Recommendation: Staff recommends that the City Council award the construction contract to ***Jerry D. Sweetser, Inc.*** (contingent upon receiving written approval from AHTD), and approve funding for project contingency and materials testing for "Project A: Joyce Boulevard Trail Construction & Project B: Eastern Mud Creek Trail Construction".

2. Project Background: The City has received $750,000 of Federal-aid Transportation Enhancement Funds (80/20 split) to construct 5 specific trail projects. The above referenced trails are the second pair of projects to proceed into the construction phase. Joyce Boulevard Trail will construct a 10' wide concrete trail beginning at the new Post Office and will extend easterly approximately 1750 feet to Old Missouri Road. Eastern Mud Creek Trail will construct a 10' wide asphalt trail from an existing trail on the west side of Kitty Creek and will extend easterly approximately 3500 feet along the north bank of Mud Creek behind Butterfield Trail Village to Old Missouri Road.

3. Estimated Project Costs: Bids were opened Wednesday, October 3rd, 2001. The engineer has reviewed the bids and recommends awarding the contract to the low bidder, Jerry D. Sweetser, Inc. in the amount of $ 358,996.68 which is approximately 2% below the engineer's estimate. Concurrence of this award is pending from AHTD (Arkansas State Highway & Transportation Department). The estimated total project costs including contingency monies for unforeseen project expenditures are as follows:

Project A: Joyce Boulevard Trail	$ 99,676.00
Project B: Eastern Mud Creek Trail	$ 259,320.68
Sub-Total	$ 358,996.68
Project contingency (15%)	$ 53,849.50
Materials testing	$ 5,000.00
Total	$ 417,846.18

FAYETTEVILLE JOYCE BLVD. TRAIL (ATEP-95)(S)
F.A.P. STPE-ENHN (160)
JOB NO. 040318

BID #01-24, BID TABULATION FORM

BID OPENING - OCTOBER 3, 2001 @ 2:00PM

City of Fayetteville, Arkansas

Item No.	Description	Unit	Estimated Quantity	Jerry D. Sweetser, Inc.		Tomlinson Asphalt	
				Unit Price	Extended Price	Unit Price	Extended Price
A1	Mobilization	LS	1	$1,500.00	$1,500.00	$4,500.00	$4,500.00
A2	Construction Staking	LS	1	$1,000.00	$1,000.00	$890.00	$890.00
A3	Maintenance of Traffic	LS	1	$8,000.00	$8,000.00	$2,100.00	$2,100.00
A4	Tree Protection Fencing	LF	100	$10.00	$1,000.00	$2.00	$200.00
A5	R & D Fence	LF	250	$2.00	$500.00	$2.00	$500.00
A6	R & D Curb & Gutter	LF	50	$20.00	$1,000.00	$20.00	$1,000.00
A7	R & D Concrete Sidewalk	SY	302	$8.00	$2,416.00	$12.00	$3,624.00
A8	Clearing & Grubbing	LS	1	$2,500.00	$2,500.00	$1,600.00	$1,600.00
A9	Common Excavation	CY	400	$8.00	$3,200.00	$28.50	$11,400.00
A10	Undercut and Backfill	CY	50	$32.00	$1,600.00	$25.00	$1,250.00
A11	Aggregate Base Course (Class 7)	TN	500	$16.00	$8,000.00	$21.70	$10,850.00
A12	Concrete Curb & Gutter	LF	50	$20.00	$1,000.00	$12.50	$625.00
A13	Galvanized Steel Handrail	LF	60	$90.00	$5,400.00	$100.00	$6,000.00
A14	Concrete Sidewalk (4")	SY	1,700	$24.00	$40,800.00	$27.72	$47,124.00
A15	Concrete Access Ramp (4")	SY	335	$32.00	$10,720.00	$28.72	$9,621.20
A16	Concrete Driveway (6")	SY	30	$32.00	$960.00	$29.12	$873.60
A17	Seeding & Mulching	AC	0.35	$4,800.00	$1,680.00	$2,750.00	$962.50
A18	Imported Top Soil	CY	150	$18.00	$2,700.00	$35.00	$5,250.00
A19	Adjust Water Valve Box to Grade	EA	2	$150.00	$300.00	$400.00	$800.00
A20	Relocate Sign	EA	2	$250.00	$500.00	$100.00	$200.00
A21	Straw Bale (E-1)	EA	25	$100.00	$2,500.00	$10.00	$250.00
A22	Silt Fence (E-3)	LF	400	$3.00	$1,200.00	$3.50	$1,400.00
A23	Sprinkler Head (Includes Irrigation Pipes)	EA	8	$150.00	$1,200.00	$150.00	$1,200.00
A24							
A25							
A26							
A27							
A28							
A29							
A30							
A31							
A32							
A33							
A34							
A35							
A36							
A37							
A38							
	TOTAL CONSTRUCTION COSTS				$99,676.00		$112,220.30

FAYETTEVILLE EASTERN MUD CREEK TRAIL (ATEP-95)(S)
F.A.P. STPE-ENHN (160)
JOB NO. 040318

BID #01-24, BID TABULATION FORM

BID OPENING - OCTOBER 3, 2001 @ 2:00PM

City of Fayetteville, Arkansas

Item No.	Description	Unit	Estimated Quantity	Jerry D. Sweetser, Inc. Unit Price	Jerry D. Sweetser, Inc. Extended Price	Tomlinson Asphalt Unit Price	Tomlinson Asphalt Extended Price
B1	Mobilization	LS	1	$2,900.00	$2,900.00	$13,420.00	$13,420.00
B2	Construction Staking	LS	1	$2,500.00	$2,500.00	$4,100.00	$4,100.00
B3	Maintenance of Traffic	LS	1	$100.00	$100.00	$1,500.00	$1,500.00
B4	Tree Protection Fencing	LF	500	$10.00	$5,000.00	$2.00	$1,000.00
B5	R & D Fence	LS	1	$100.00	$100.00	$250.00	$250.00
B6	R & D Concrete Swale	SY	31	$20.00	$620.00	$23.00	$713.00
B7	R & D Riprap Pad	SY	11	$30.00	$330.00	$46.00	$506.00
B8	Excavation Safety	LS	1	$500.00	$500.00	$250.00	$250.00
B9	Clearing & Grubbing	LS	1	$12,500.00	$12,500.00	$18,750.00	$18,750.00
B10	Common Excavation	CY	1,100	$8.00	$8,800.00	$30.00	$33,000.00
B11	Stone Backfill	TN	500	$14.00	$7,000.00	$19.60	$9,800.00
B12	Undercut and Backfill	CY	50	$32.00	$1,600.00	$25.00	$1,250.00
B13	Aggregate Base Course (Class 7)	TN	1,400	$16.00	$22,400.00	$14.47	$20,258.00
B14	ACHM Surface Course (Type 3)	TN	650	$42.00	$27,300.00	$40.50	$26,325.00
B15	43x26-Inch Reinforced Concrete Arch Pipe	LF	24	$120.00	$2,880.00	$104.00	$2,496.00
B16	43x26-Inch R. C. Arch Pipe F.E.S. w/ Curtain Wall	EA	2	$2,500.00	$5,000.00	$1,850.00	$3,700.00
B17	24" Reinforced Concrete Pipe w/ Reinforced Concrete Headwall	LF	36	$75.00	$2,700.00	$80.00	$2,880.00
B18	30" Reinforced Concrete Pipe w/ Reinforced Concrete Headwall	LF	81	$85.00	$6,885.00	$75.00	$6,075.00
B19	Junction Box 5 Ft. x 5 Ft.	EA	2	$3,100.00	$6,200.00	$2,100.00	$4,200.00
B20	Reinforced Concrete Box Culvert 10' x 1'	CY	6	$800.00	$4,800.00	$1,300.00	$7,800.00
B21	Grass Swales	LS	1	$3,750.00	$3,750.00	$8,800.00	$8,800.00
B22	Furnish Prefabricated Bridge (95 L.F.) to Site	LS	1	$50,485.68	$50,485.68	$61,400.00	$61,400.00
B23	Install Prefabricated Bridge	LS	1	$15,000.00	$15,000.00	$14,490.00	$14,490.00
B24	Reinforced Concrete Abutments & Approach Slabs	CY	40	$700.00	$28,000.00	$450.00	$18,000.00
B25	Articulated Cellular Concrete Interlocking Blocks --	SF	1,250	$15.00	$18,750.00	$8.80	$11,000.00
B26	Seeding & Mulching	AC	1.6	$2,500.00	$4,000.00	$2,500.00	$4,000.00
B27	Imported Top Soil	CY	200	$18.00	$3,600.00	$30.00	$6,000.00
B28	Removable Bollard	EA	2	$500.00	$1,000.00	$450.00	$900.00
B29	Signs	SF	4	$30.00	$120.00	$95.00	$380.00
B30	Straw Bale (E-1)	EA	25	$100.00	$2,500.00	$10.00	$250.00
B31	Silt Fence (E-3)	LF	2,000	$3.00	$6,000.00	$2.00	$4,000.00
B32	Reinforced Concrete Bridge Deck	LS	1	$6,000.00	$6,000.00	$8,400.00	$8,400.00
B33							
B34							
B35							
B36							
B37							
B38							
B39							
B40							
B41							
B42							
B43							
B44							
B45							
	TOTAL CONSTRUCTION COST PROJECT "B"				$259,320.68		$295,893.00
	TOTAL CONSTRUCTION COST PROJECT "A"				$99,676.00		$112,220.30
	GRAND TOTAL CONSTRUCTION COSTS				$358,996.68		$408,113.30

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	Date: 10/04/01
P.O. Number:	Expected Delivery Date:

Vendor #: 70670	Vendor Name: Jerry D. Sweetser, Inc.
Address: 590 W. Poplar	FOB Point: Fayetteville, AR
City: Fayetteville	State: AR
Zip: 72703	Ship To Code: 90
Requester: Paul Libertini	*Requester's Employee#: 1516
Mail: Yes____ No__XX	Taxable: Yes___ No_XX__
Division Head Approval: John Beavers	Extension: 419

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Construction Contract for	1			$358,996.68	4470-9470-5814.00	99081-20		
2	Joyce Blvd. & Eastern Mud Creek Trails				$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
11					$0.00				
	SHIPPING/HANDLING				$0.00				

Special Instructions: Please Return PO To Engineering

Subtotal: $358,996.68

Tax:

TOTAL: $358,996.68

Approvals: (Purchasing office use only)

Mayor:

Admin. Services Director:

Department Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of Oct 16, 2001

FROM:

Name	Division	Department
Yolanda Fields	Community Development	Urban Development

ACTION REQUIRED:
Approval of this budget adjustment.

COST TO CITY:

$-0-	$-0-	
Cost of this Request	Category/Project Budget	Category/Project Name
	$-0-	
Account Number	Funds Used To Date	Program Name
	$ -0-	Com Dev.
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item x Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

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

STAFF RECOMMENDATION: Approval of the budget adjustment.

	Date
Division Head	10-4-01
Department Director	10-4-01
Administrative Services Director	10/5/01
Mayor — Dan Coody	10/5/01

Cross Reference

New Item: **No**

Prev Ord/Res #: **53-00**

Orig Contract Date: **April 18, 2000**

TEVI LE

THE CITY OF FAYETTEVILLE, ARKANSAS

ARTMENTAL CORRESPONDENCE

DATE: October 4, 2001

TO: The Mayor and Council

FROM: Hugh Earnest
Urban Development Director

SUBJECT: Budget Adjustment

Background

The City of Fayetteville's 2000 Consolidated Action Plan covering the expenditures of $630,000 was submitted to HUD in November 1999. The City Council accepted the block grant by resolution 53-00, dated April 18, 2000. By way of explanation, that action included $94,000.00 for a land acquisition project activity. Said project activity was canceled by the non-profit organization.
Therefore said funds will be reallocated for a public facilities project and housing services program.

Current Status
The council is being asked to approve a budget adjustment in the amount of $94,000.00 to reallocate the 2000 CDBG funds. The Department of Housing and Urban Development has approved the reallocation of these funds. $40,000.00 will go toward improving the playgrounds and equipment at Walker Park which is located within the City's designated low income target area. $54,000.00 will go toward housing rehabilitation services in the City's designated CBDG target area.

Recommendation

The staff recommends approval of this resolution.

City of Fayetteville, Arkansas
Budget Adjustment Form

CDBG
A. 8. Page 3

Budget Year	Department: Urban Development	Date Requested	Adjustment #
2001	Division: Community Development	Sept 26, 2001	
	Program: Community Development		

Project or Item Requested:

40,000.00 in Walker Playground Eqp.
10,000.00 in Salaries & Wages
44,000.00 in Contract Services

Project or Item Deleted:

94,000.00 from Abilities

Justification of this Increase:

The funding is needed to cover a shortage in the 2001 budget due to incorrect estimate.

Justification of this Decrease:

Sufficient budget balance remains to comply with city policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number
Walker Playground Eqp.	40,000.00	2180	4990	5390	37	
Salaries & Wages	10,000.00	2180	4940	5100	00	
Contract Services	44,000.00	2180	4940	5315	00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number
Abilities	94,000.00	2180	4990	5390	31	

Approval Signatures

	Date
Requested By	9-26-01
Budget Coordinator	
Department Director	
n. Services Director	
Mayor	

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

STAFF REVIEW FORM

X Agenda Request
__ Contract Review
__ Grant Review

the Fayetteville City Council meeting of October 16, 2001

FROM:

Hugh Earnest	**Parks, Sidewalks & Trails**	**Urban Development/Public Works**
Name	Division	Department

ACTION REQUIRED: Approval of a resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway & Transportation Department.

COST TO CITY:

$ 200,000	$ 772,559	
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5814-00	$ 219,774	
Account Number	Funds Used to Date	Program Name
96041	$552,785	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___Budgeted Item ___Budget Adjustment Attached

get Manager ______ Administrative Services Director ______

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

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

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division Head	Date: 10-5-01	Cross Reference
Hugh Earnest — Department Director	Date: 10-5-01	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res #:______
Mayor	Date	Orig Contract Date:______

TEVI LE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

ing

To: Heather Woodruff, City Clerk

From: Chuck Rutherford, Sidewalk Administrator

Date: October 4, 2001

Subject: TEA-21 Grant Application

I would like to have added to the next City Council Agenda Session and Council Meeting the following: The 2001 Tea-21 grant applications being submitted to the Arkansas Highway and Transportation Department for approval. Priority #1 is additional funding for the Mud Creek West Trail. Priority #2 is requesting funding for three sidewalk projects, one in each of Wards 1, 2 and 4.

cc. Steve Hatfield, Parks and Recreation Division

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
X GRANT REVIEW

or the Fayetteville City Council meeting of October 16, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: Acceptance of $37,000 continuation of the Arkansas State Highway and Transportation Department Selective Traffic Enforcement Program Grant.

COST TO CITY:

0.00	$4,150,458.00	Overtime
Cost of this Request	Category/Project Budget	Category/Project Name
1010-2940-5104.00	$2,993,117.00	Patrol & Warrant
Account Number	Funds Used To Date	Program Name
	$1,157,341	General Fund
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 Farthing	10/1/01	Danny Smith	10/1/01
Accounting Manager	Date	Internal Auditor	Date
	10/2/01		
City Attorney	Date	ADA Coordinator	Date
	10/2/01		
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Mayor Coody sign to accept $37,000.00 Continuation Selective Traffic Enforcement Grant

Division Head	Date
Richard L. Watson	10-1-01
Department Director	Date
	10/3/01
Administrative Services Director	Date
Dan Coody	10/4/01
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody

FROM: Richard Watson, Chief of Police R. Watson

DATE: October 1, 2001

SUBJECT: Accept Selective Traffic Enforcement Program (STEP) Grant

The Department of Transportation Traffic Safety Section has made available a continuation to the STEP grant in the amount of $37,000.00. This is a non-matching grant. The funds are used to pay overtime to officers who are assigned to work either traffic enforcement or DWI enforcement. These officers are in addition to the regular patrol schedule and will not answer calls. Therefore, they can focus on the goal of this grant which is to reduce traffic accidents. If you have any questions about the grant award, please give me a call.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

TRAFFIC SAFETY SECTION CONTRACT
ALCOHOL/OTHER DRUG COUNTERMEASURES PROGRAM

CONTRACTOR
Fayetteville Police Department
P.O. Box 1988
Fayetteville, Arkansas 72702
Telephone: (501) 587-3500
FAX: (501) 587-3522

GOVERNMENTAL UNIT
City of Fayetteville
P.O. Box 1988
Fayetteville, AR 72702

CONTRACT NO. AL-0201-1015

TYPE OF CONTRACT
Initial: ____
Revision: ____
Continuation: __X__

DOCUMENT NO. Fvllpd02.doc

PROJECT TITLE
Selective Traffic Enforcement Project

INITIAL CONTRACT STARTING DATE
October 1, 1998

OPERATIONAL AREA OF PROJECT
City of Fayetteville

COST CATEGORY	AMOUNT
Personal Services	$37,000
Equipment	
Maintenance & Operation	
Other Direct Costs	
Indirect Costs	
Administrative Costs	
Total	$37,000

	CONTRACT PERIOD	FUNDING PERIOD
From:	10-1-2001	10-1-2001
To:	9-30-2002	9-30-2002

FUNDING

SOURCE	AMOUNT
Federal	$37,000
State	-0-
Local	-0-
Total	$37,000

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
TRAFFIC SAFETY SECTION CONTRACT

SCOPE OF WORK

PROJECT GOAL: To reduce traffic-related fatalities and injuries by conducting a selective traffic enforcement project in Fayetteville. The project's primary goal is to reduce alcohol-related crashes to below five percent of all traffic crashes and the secondary goal is to increase seat belt usage by ten percentage points.

SUMMARY OF PROJECT OBJECTIVES: The project's primary objectives are to achieve an average of one DWI/DUI arrest per eight hours of alcohol enforcement and three vehicle stops per hour during traffic enforcement (with an emphasis on enforcement of speed and occupant restraint laws). A public information and education program will support these objectives.

METHOD OF EVALUATION BY AHTD

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of performance standards.

REIMBURSEMENT - ACTUAL COST ONLY

_____ AHTD will reimburse the contractor an amount equal to _____% of all eligible cost.

X AHTD will reimburse the contractor an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
   Federal Funds: $37,000
   State Funds: -0-
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
   (Date) 10-1-2001 to (Date) 9-30-2002
3. The contractor must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Contract Terms.

This contract may be amended only by written notice in advance in accordance with AHTD policy. (See Contract Term II.)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
TRAFFIC SAFETY SECTION CONTRACT

RESTRICTION ON STATE LOBBYING:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

In accordance with the provisions of 49 CFR Part 29, the State agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA. The State further agrees that it will include the following clause and accompanying instruction, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

...NSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
TRAFFIC SAFETY SECTION CONTRACT

WORK STATEMENT

A. The contractor, Fayetteville Police Department, in exchange for consideration offered by the Arkansas State Highway and Transportation Department (AHTD), and in the interest of improving traffic safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the contractor and the Traffic Safety Section (TSS) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this contract. Herein, give signature authorization for the Project Coordinator to request reimbursement and contract change orders when applicable. Compensation for the Project Coordinator will be from local funds.

2. Implement a seat belt policy if one does not exist. Provide a copy of the policy to the TSS no later than sixty days after the start of the contract.

3. Conduct selective enforcement of the State's driving while intoxicated (DWI)/driving under the influence (DUI), seat belt, speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.

4. DWI/DUI enforcement will start no earlier than 9:00 p.m. on Fridays and Saturdays and end no later than 3:00 a.m. the following morning on Saturdays and Sundays. Enforcement may also be conducted on State and/or National holidays. The DWI/DUI enforcement hours may be revised if the contractor cannot achieve and/or maintain the contract performance standard. At least sixty percent of all enforcement hours will be DWI/DUI enforcement. Seat belt enforcement (enforcement during daylight hours) will emphasize enforcement of seat belt, child restraint and speed limit laws. Officers working on the project are expected to enforce all the laws cited in this contract during both DWI/DUI and seat belt enforcement.

5. Performance standards are as follows:

During DWI/DUI Enforcement	During Seat Belt Enforcement
Average one DWI/DUI arrest per eight hours of enforcement	Average three vehicle stops per hour of enforcement

Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
TRAFFIC SAFETY SECTION CONTRACT

WORK STATEMENT

9. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the contract period.

10. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Effective August 13, 2001, the per se level for intoxication changed from .10 BAC to .08 BAC.

    Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, all children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.

11. Submit monthly reimbursement requests and activity reports, including PI&E activities, along with a cover letter(s) by the 15^{th} of the subsequent month in accordance with formats provided by the TSS. A Project Director's Summary Report (PDSR) will be submitted in accordance with the format provided by the TSS. **Include with the PDSR a tabulation of local funds contributed to this contract.** This report and the final reimbursement request are due within 15 days following the end of the contract period. Final reimbursement will not be made until a satisfactory PDSR is submitted.

12. Create a project file for maintaining the contract and financial documents. The file will contain a copy of this contract, contract terms, related AHTD policies and procedures, policies or procedures of the contractor related to this contract's activities, copies of monthly activity reports and reimbursement requests, correspondence relating to the contract, a copy of daily time sheets which reflect regular and selective enforcement hours worked and documentation of any public information activities. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this contract. **Copies of all time sheets for all selective enforcement officers paid through this contract must be kept in this file. All time sheets must have officer's and supervisor's signatures with attached supporting documents.**

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
TRAFFIC SAFETY SECTION CONTRACT

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a grant received for this contract is subject to the Transportation Equity Act for the 21st Century and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 49 CFR Part 18 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this contract, including the Appendix (Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said contractor will meet the requirements as set forth herein.

The contractor has appointed the following official representatives with legal authority to accept this grant and to provide such additional information as may be required.

A. CONTRACT DIRECTOR FOR CONTRACTOR		B. AUTHORIZING OFFICIAL OF CONTRACTOR	
1. Signature:	______________________	1. Signature:	______________________
2. Name:	Richard Watson	2. Name:	Honorable Dan Coody
3. Title:	Chief of Police	3. Title:	Mayor
4. Date:	______________________	4. Date:	______________________

Approval to proceed, effective (date) 10-1-2001 to (date) 9-30-2002 with committed Federal funds of (amount) $37,000, and State funds of (amount) -0- , given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Recommended:

____
Assistant Chief Engineer for Planning

Approved:

____
Director of Highways
and Transportation
and
Governor's Highway
Safety Representative

____
Date

BUDGET DETAILS

CONTRACT NO.: AL-0201-1015 **FEDERAL TAX ID:** 71-6018462-00 **FISCAL YEAR** 2002

CONTRACTOR: Fayetteville Police Department
113 West Mountain Street
Fayetteville, AR 72702
ATTN: Emma Badgley

SOURCE OF FUNDS

FEDERAL X **STATE** ____ **LOCAL** ____

PROJECT TITLE: Selective Traffic Enforcement Project

DOCUMENT NO.: Fvllpd02.xls

		B=BUDGETED			A=ACTUAL EXPENDITURES									
		1ST QUARTER			2ND QUARTER			3RD QUARTER			4TH QUARTER			TOTAL
PERSONAL SERVICES		OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	Y.T.D.
Selective Enforcement	B	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,087	37,000
	A													
TOTAL	B	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,087	37,000
	A													

NOTE: All estimated items and percentages utilized in the budgeted items are subject to audit and only actual costs can be reimbursed.

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW

Aviation Fuel Supplier Contracts

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Gary Dumas	Airport	Environmental Services
Name	Division	Department

ACTION REQUIRED:
Review and approve items related to City of Fayetteville Fixed Base Operations (FBO) at Drake Field.
1) Bid acceptance and approval of Contract with AVFUEL Corporation.
2) Approve budget adjustment recognizing the estimated costs and associated revenues related to FBO operations.

COST TO CITY:

$ (68,841) Revenue 68,841 Expense	(113,698) $ 113,698	
Cost of this Request	Category/Project Budget	Category/Project Name
Various	42,998 $ (54,689)	Airport FBO
Account Number	Funds used to date	Program Name
	(70,700) $ 59,009	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:
____ Budgeted Item
X Budget Adjustment Attached

Budget Manager Date
Administrative Services Dir. Date

CONTRACT/GRANT/LEASE REVIEW:
Marsha Farthing 10/3/01
Accounting Manager Date
Internal Auditor Date
GRANTING AGENCY

City Attorney Date
ADA Coordinator Date

10/3/01
Purchasing Officer Date
Grants Coordinator Date

STAFF RECOMMENDATION: Approval of Fuel Supplier Contract and Budget Adjustment

Division Head Date 10-1-01
Department Director Date 10/5/01
Administrative Services Director Date 10/5/01
Mayor Date

Cross Reference

New Item: Yes No
Prev. Ord/Res#: ________
Orig Cont. Date: ________
Orig Cont #: ________

TTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701

TO: Dan Coody, Mayor
Fayetteville City Council Members

FROM: Gary Dumas, Utility Services Director / Interim Airport Manager

THRU: Staff Review Committee

DATE: September 19, 2001

SUBJECT: AVFUEL Corp, Inc. - Aviation Fuel Contract

Background: In July of 2001, the City Council approved a temporary, ninety (90) day contract with Phillips 66 Company, the existing supplier, to supply aviation fuel for Drake Field. The temporary nature of the contract was due to the closing of the existing Fayetteville Air Service operation and the limited time available to transition to City operated aircraft fueling services. The ninety (90) day term provided the time necessary for the preparation, receipt, and examination of bid proposals from other fuel supplier companies.

Bid Results: Requests for bids were distributed to seventeen (17) fuel supplier/contractors and bids were received from four (4) companies: Phillips 66, AVFuel Corp., British Petroleum (BPAir), and Exxon.

The bids were compared to determine each company's effective delivered price per gallon on August 24, 2001, based on the wholesale price per gallon plus airport FBO overhead for "into-plane" costs. Overhead costs associated with the bid include the lease of re-fueler trucks, truck maintenance costs, and credit card surcharge rates. The bids were compared using a target monthly fuel sales amount of 40,000 gallons. (25,000-JetA / 15,000 Avgas) The airport uses this target sales rate to determine the retail price of fuel.

AVFuel Corp., provided the responsive low bid for the services needed at Drake Field. The bid from Exxon did not meet the bidding criteria and therefore determined to be a non-responsive bid. Attached for your information are results of the bid comparison of the three (3) responsive bidders.

The term of the proposed contract with AVFuel Corporation is for three (3) years, subject to approval by the City Council the second (2nd) and third (3rd) years contingent on proper budget appropriation and consent of the contractor.

Airport administration has reviewed Avfuel Corp's. operation and has determined that they will be able to provide the higher standard of service we desire from our aviation fuel supplier in terms of the quality of products and equipment. The company provides assistance with advertising & promotion to their branded dealer FBO's. In addition, we anticipate that the expected lower fuel costs will benefit the airport's fuel customers, and the growth of Drake Field's FBO operation.

Requested Action: Staff requests that the Airport Board make a recommendation of approval of bid acceptance to the City Council.

GD/jn

Attachments: Bid results

ESTIMATED FUEL COST PER GALLON

AVFuel Corp. QUOTED PRICES 08/24/2001

Enter Amount of Fuel Gallons per Month

Jet-A:	25,000
AvGas:	15,000
Total:	40,000

	Per Gallon	
Jet-A:	0.8395	Fuel
	0.1360	Differential
	0.2190	Fed excise tax
	0.001	Envirn Fee
	(0.0050)	Co-op fund
	1.1905	fuel cost total
Overhead Costs:	0.0360	Truck lease
	1.2265	SubTotal
	0.0239	Credit Card surcharge (VISA/Mastercard)
	1.2504	Total

	Per Gallon	
AVGas:	1.0875	Fuel
	0.1117	Freight
	0.0433	Truck Maint.
	0.1980	Fed excise tax
	0.0010	Envirn Fee
	(0.0050)	Co-op fund
	1.4365	fuel cost total
Overhead Costs:	0.0400	Truck lease
	1.4765	SubTotal
	0.0288	Credit Card surcharge (VISA/Mastercard)
	1.5053	Total

Combined Avg Cost: 1.3779

ESTIMATED FUEL COST PER GALLON

BP AIR QUOTED PRICES 08/24/2001

Enter Amount of Fuel Gallons per Month

Jet-A:	25,000
AvGas:	15,000
Total:	40,000

	Per Gallon	
Jet-A:	0.842	Fuel
	0.1600	Differential
	0.2190	Fed excise tax
	0.001	Envirn Fee
	(0.0050)	Co-op fund
	1.2170	fuel cost total
Overhead Costs:	0.0540	Truck lease
	1.2710	SubTotal
	0.0394	Credit Card surcharge (VISA/Mastercard)
	1.3104	Total

	Per Gallon	
AVGas:	1.2000	Fuel
	0.0550	Differential
	0.1980	Fed excise tax
	0.0010	Envirn Fee
	(0.0050)	Co-op fund
	1.4490	fuel cost total
Overhead Costs:	0.0600	Truck lease
	1.5090	SubTotal
	0.0468	Credit Card surcharge (VISA/Mastercard)
	1.5558	Total

Combined Avg Cost: 1.4331

ESTIMATED FUEL COST PER GALLON

PHILLIPS 66 QUOTED PRICES 08/24/2001

Enter Amount of Fuel Gallons per Month

Jet-A:	25,000
AvGas:	15,000
Total:	40,000

	Per Gallon	
Jet-A:	0.9603	Fuel
	0.0397	Freight
	0.2190	Fed excise tax
	0.001	Envirn Fee
	(0.0050)	Co-op fund
	1.2150	fuel cost total
Overhead Costs:	0.0430	Truck lease
	1.2580	SubTotal
	0.0315	Credit Card surcharge (VISA/Mastercard)
	1.2895	Total

	Per Gallon	
AVGas:	1.3278	Fuel
	0.0722	Freight
	0.1980	Fed excise tax
	0.0010	Envirn Fee
	(0.0050)	Co-op fund
	1.5940	fuel cost total
Overhead Costs:	0.0483	Truck lease
	1.6423	SubTotal
	0.0411	Credit Card surcharge (VISA/Mastercard)
	1.6834	Total

Combined Avg Cost: 1.4864

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department / Division / Program	Date Requested	Adjustment #
2001	Department: Environmental Services Division: Airport Program: Air FBO	10/31/2001	

Project or Item Requested:

$68, 841 is being requested in aviation fuel expense accounts to recognize expenses from 11/01/01 through 12/31/0, in conjunction with new AVFuel Corp. supplier contract

Project or Item Deleted:

To recognize $68,841 in additional revenue from aviation fuel sales

Justification of this Increase:

The additional budgeted amount is required for aviation fuel expenses through the end of the year.

Justification of this Decrease:

Fuel sales will provide additional revenue to support these costs.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Jet Fuel	43,370	5550	3955		5213	02		
Avgas	25,471	5550	3955		5213	03		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Jet Fuel Revenue	43,370	5550	0955		4456	02		
Avgas Revenue	25,471	5550	0955		4456	01		

Approval Signatures

Requested By _______ Date _______

Budget Manager _______ Date _______

Department Director _______ Date _______

Admin. Services Director _______ Date _______

Mayor _______ Date _______

Budget Office Use Only

Type: A B C D E

Date of Approval _______

Posted to General Ledger _______ _______

Posted to Project Accounting _______ _______

Entered in Category Log _______ _______

Blue Copy: Budget & Research / Yellow Copy: Requester

AVFUEL CORPORATION The Nation's Leading Independent Supplier of Aviation Fuels

September 27, 2001

James Nicholson
City of Fayetteville
4500 South School Avenue, Suite F
Fayetteville, AR 72701

Dear Mr. Nicholson:

It is Avfuel Corporation's policy to grant credit to the Federal Government, State, City, or a Government Airport Board Authority upon return receipt of a letter from the entity it represents.

This letter should state that the relevant governing entity is taking responsibility for the debts incurred. Enclosed is a sample letter for your review, please have the appropriate letter typed and signed by an official (publicly elected) on Federal, State, or City letterhead.

Additionally, I have forwarded a credit agreement for your review and signature. Please fax this information back to me at your earliest convenience.

If you have any questions or concerns, please call me at (800) 521-4106.

Sincerely,

AVFUEL CORPORATION

Ronald L. Cagle
Credit Manager

\rkm

Enclosure

rlc\gaba[rkm]

P.O. Box 1387, Ann Arbor, Michigan 48106-1387
47 W. Ellsworth, Ann Arbor, Michigan 48108-2278

(734) 663-6466, (800) AVFUEL4 (283-8354)
FAX: (734) 663-1681, www.avfuel.com

Letter to be used if Government Body is to be billed directly
(Please Put on City, Council, State Letter Head)
(to be signed by authorized official of said body)

Date

Mr. Ronald Cagle
Credit Manager
AVFUEL CORPORATION
47 W. Ellsworth Road
Ann Arbor, Michigan 48108

Dear Mr. Cagle:

This letter is to confirm that bills for the below captioned airport are the responsibility of this governmental body and we are to be billed directly. The billing address, contact name, and phone number are as follows:

- *Re: Company* ______________________
  Address: ______________________
  ____
- *Contact Name:* ______________________
  Company: ______________________
  Address: ______________________
  ____
  Phone Number: ______________________

Enclosed, please find your executed Credit Agreement. Please call if you have any questions. Thank you.

Sincerely,

(Name)
(Title)

Enclosure: Avfuel Credit Agreement

AVFUEL CORPORATION
CUSTOMER CREDIT AGREEMENT
SUMMARY OF TERMS

Customer: City of Fayetteville
Address: 4500 South School Avenue, Suite F, Fayetteville, AR 72701
Aviation Fuel Supply Agreement ("AFSA") dated September 27, 2001
Credit Limit: Twenty thousand Dollars ($20,000) Payment Due Date One Percent (1%) ten (10), Net Thirty (30) days after delivery.

CUSTOMER: CITY OF FAYETTEVILLE

By: ______________________________
customer signature

Its: ______________________________
title

AVFUEL CORPORATION

By: ______________________________

Its: ______________________________

GUARANTOR(S): ______________________________
(Principal Owners Signature)

____
(Print Name & Social Security #)

____
(Spouse's Signature)

____
(Print Name & Social Security #)

The reference date of this Agreement is September 27, 2001; The effective date is such date or ______________________.

TERMS AND CONDITIONS

1. BUSINESS PURPOSE. The Customer, in the course of its business of buying and selling aviation fuels and related products and services, will purchase fuels and other products from AVFUEL under the AFSA which is referenced in the Summary. Under the AFSA, unless otherwise agreed, the Customer must pay for aviation fuel and other products at or in advance of the date of delivery. Based upon the warranties and commitments made by the Customer in this Agreement, AVFUEL agrees to extend credit to the Customer for purchases under the AFSA upon the terms and subject to the limitations contained in this Agreement.

2. OPEN ACCOUNT CREDIT/RESTRICTIONS. AVFUEL hereby agrees to extend to Customer a line of purchase money credit upon open account, subject to the following restrictions:

2.1 The credit may be used only for the purpose of aviation fuel and other products from AVFUEL under the AFSA.

2.2 The total credit available to Customer shall be limited to the Credit Limit stated in the Summary and Customer shall have no right to charge any amount to said account which, when added to the total indebtedness of Customer to AVFUEL outstanding as of the date thereof, would cause the total indebtedness to AVFUEL outstanding immediately after such charge to exceed the Credit Limit. The Credit Limit may be changed by AVFUEL at any time for any reason upon written notice to the Customer.

2.3 The credit may not be used during any period in which the Customer is in default. For such purposes, the Customer will be in default if any amount charged to the Customer's account is not paid on or before its due date; if and for so long as the Customer is in breach of any of its obligations under the AFSA or under any "Supplementary Agreement" referenced in the AFSA; if AVFUEL determines that there is any misrepresentation or breach of warranty by the Customer under or with respect to this Agreement, the AFSA or any such "Supplementary Agreement"; or if AVFUEL reasonably deems itself insecure as to the ability of the Customer to pay its account.

3. TERMINATION/SURVIVAL. This Agreement shall continue in effect until terminated by either AVFUEL or Customer. Either party may terminate this Agreement at any time for any reason or for no reason by notice to the other party. From and after the date of termination, Customer shall have no right to charge new purchases to its account and AVFUEL shall have no obligation to accept new charges to Customer's account, but the respective rights, duties and obligations of the parties with respect to any charges made by Customer and accepted by AVFUEL, including Customer's obligation to pay all sums outstanding on said account, and AVFUEL's remedies for the breach or enforcement of this Agreement and all rights of AVFUEL in any collateral securing payment of the indebtedness, shall survive such termination and continue in full effect until such time as all indebtedness of Customer to AVFUEL shall have been paid in full. The termination of the AFSA, by expiration or otherwise, shall excuse notice of termination under this Agreement and shall automatically terminate this Agreement unless a new or renewal AFSA shall have taken effect between the parties. Termination of this Agreement shall not automatically terminate the AFSA. If AVFUEL, intentionally or unintentionally, permits any purchases on credit after automatic termination as defined above, then the terms of this Agreement pertain to those charges.

4. CHARGES TO CUSTOMER'S ACCOUNT. Subject to the approval by AVFUEL at its offices in Michigan, all purchases by Customer for which payment is not received by AVFUEL at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. AVFUEL may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in AVFUEL's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

5. PAYMENT TERMS. Payment for each and every purchase money charge to Customer's account shall be payable in full on or before the Payment Due Date specified in the Summary. AVFUEL will invoice Customer separately for each delivery. Unless otherwise determined by AVFUEL in its discretion, all payments received will be applied by AVFUEL (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date. Customer agrees to pay to AVFUEL upon demand a fee of $35.00, added to principal, for each check, draft or other form of remittance which is not honored by the drawee upon due presentment by AVFUEL or its agents.

6. INTEREST ON PAST DUE CHARGES. Any amount charged to Customer's account which is not paid on or before the Payment Due Date specified in the Summary shall bear interest until paid ~~at the lower of 18% per annum or~~ the highest rate which may lawfully be contracted for, charged and received according to applicable law in the State of Arkansas. Not withstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and AVFUEL shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law, and it is expressly understood and agreed that if AVFUEL shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum nonusurious amount, and the excess if paid shall be applied as a credit to Customer's account. If such application results in a credit balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account.

7. SET OFF FOR PAST DUE CHARGES. If any amount charged to a Customer's account is not paid on or before the Payment Due Date, then AVFUEL, by written notice to the Customer, may apply against that past due charge any amounts payable by AVFUEL to the Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer. The Customer confirms that it is authorized to make this commitment with respect to amounts owed by AVFUEL to such guarantors and affiliate entities.

8. COLLECTION COSTS. If Customer fails to pay any amount owing on Customer's account when due, and said account is placed in the hands of an attorney or other agent for collection or if collection action is taken through proceedings in any court, Customer agrees to pay as additional principal of said account, upon demand, AVFUEL's reasonable cost of collection, including but not limited to attorney's and agent's reasonable fees.

9. STATEMENTS. AVFUEL may send Customer a statement of Customer's account each month for Customer's information showing in summary or in such detail as AVFUEL may deem appropriate current transactions AVFUEL posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of AVFUEL to furnish any such statement shall not relieve Customer of the obligation to make payment when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have ten (10) days from date of receipt to notify AVFUEL in writing of any discrepancies. ~~If no such notice is given, such statement shall be conclusively presumed correct.~~

10. SECURITY INTEREST. For the purpose of securing a payment of all indebtedness of Customer to AVFUEL from time to time outstanding (including, without limitation, any amounts due under this Agreement, the AFSA, any "Supplementary Agreement" referenced in the AFSA, or any other agreement or instrument between AVFUEL and the Customer) grants to AVFUEL a security interest and first priority lien, in and to all of Customer's inventory of aviation fuels and other products of similar type or description as are purchased from AVFUEL, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. If for so long as the AFSA is in effect, all of Customer's inventory of aviation fuels will be presumed to be merchandise purchased pursuant to the AFSA and subject to the purchase money security interest granted by this Agreement. Customer agrees to execute all financing statements and other instruments which AVFUEL may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes AVFUEL to file a true copy of this Agreement in lieu of any financial statement. Customer further authorizes to AVFUEL and its agents the right, in case of default by Customer under this Agreement, to gain entry by any peaceful means upon any premises of the Customer where the collateral or any portion thereof may be situated, and to remove and repossess the same for disposition by AVFUEL. The rights and obligations of AVFUEL and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

11. WAIVER OF DEFAULT. No waiver by AVFUEL of any default by Customer hereunder shall constitute a waiver of any other default, whether of similar or dissimilar nature, and no waiver of any default shall be deemed consent to the continuation of such default, and the forbearance or failure by AVFUEL to exercise any remedy with respect to any default shall not prevent or in any wise impair the exercise of such right or remedy by AVFUEL with respect to the same or any other or subsequent default.

Please Initial ________

12. FINANCIAL INFORMATION. The Customer agrees to provide to AVFUEL, within ten (10) days after AVFUEL's written request for same, such financial statements and tax returns of the Customer as AVFUEL may specify. The Customer further agrees to notify AVFUEL immediately in writing of any substantially adverse change in the Customer's financial condition.

13. ASSIGNMENT. The Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of AVFUEL. If the Customer is a business entity (as distinguished from an individual functioning as a proprietor), any transfer of any controlling interest in such entity shall be deemed an assignment requiring the consent of AVFUEL.

14. NOTICES. All notices permitted or required under this Agreement shall be in writing. Notices by fax shall be deemed "delivered" on the date of confirmed transmission to the fax number designated in the AFSA. Notices by mail shall be deemed delivered on the date deposited with the United States Postal Service, postage prepaid, addressed to the party at the Billing Address specified in the Summary.

15. EXECUTION, BINDING EFFECT. THIS AGREEMENT SHALL BECOME BINDING UPON AVFUEL ONLY AFTER IT HAS BEEN EXECUTED BY A DULY AUTHORIZED OFFICER OF AVFUEL IN ANN ARBOR, MICHIGAN. Extensions of credit prior to signing by AVFUEL as herein stipulated shall in no case be construed as a waiver by AVFUEL of this requirement, but any extension of credit shall be deemed to have been made under the terms and provisions hereof. When duly executed, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their permitted successors and assigns. The person executing this Agreement on behalf of Customer warrants that he/she has actual authority to do so.

16. GOVERNING LAW. Except as otherwise provided in Section 10, this Agreement and all rights and obligations under it shall be governed by the laws of the State of Michigan. All claims arising hereunder shall be brought either in Michigan or in the State specified for the Billing Address of the Customer, and jurisdiction shall ~~lie~~ in ~~either place.~~ Arkansas

17. SEVERABILITY. In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

18. GUARANTY OF PAYMENT. To induce AVFUEL to extend credit to Customer and to supply the aviation fuel, other products (if any) and other services described in the AFSA and any "Supplementary Agreement" to the AFSA, the person(s) signing as guarantor(s) on the Summary Page, jointly and severally, guaranty the payment, when due, to AVFUEL of all amounts now or hereafter due pursuant to this Agreement, the AFSA or any Supplementary Agreement. The guarantor(s) waive(s) notice of acceptance of this Guaranty, notice of obligations or indebtedness as they may be incurred, notice of default by Customer, notice of any extensions in time of payment, and all other notices to which the guarantor(s) might otherwise be entitled by law. The guarantor(s) further waive(s) notice of presentment or demand and agree(s) to pay all amounts due and owing by Customer upon AVFUEL's demand without requiring any action or proceeding against Customer. This shall be construed as a continuing guaranty and shall not be revoked by the death of any of the guarantors but shall remain in full force and effect until the guarantor(s) or the personal representatives of the guarantor(s) shall have given notice in writing to extend no further credit on the security of this guaranty. Guarantor(s) hereby authorize(s) AVFUEL to make such credit investigation as necessary to satisfy itself as to the credit worthiness of guarantor(s) and agree(s) to provide periodic statements of financial condition to AVFUEL. Guarantor(s) agree(s) to pay all actual attorney's fees and court costs incurred by AVFUEL in seeking enforcement of its rights under this Guaranty.

19. ENTIRETY OF AGREEMENT. This Agreement, together with the AFSA and any Supplementary Agreement referenced in the AFSA, contains the entire agreement between the parties hereto and there are no other arrangements, agreements, promises or warranties, oral or written, express or implied, affecting it or the subject matters hereof. No change in, addition to, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto. This Agreement terminates and supersedes, as of the Effective Date stated in the Summary, any prior contract between the parties dealing with the same or similar subject matter. Nothing herein shall be construed as terminating any right to receive any payments which had accrued prior to the Effective Date stated in the Summary.

Please Initial ________

AVFUEL CORPORATION The Nation's Leading Independent Supplier of Aviation Fuels

September 27, 2001

James Nicholson
City of Fayetteville
4500 South School Ave., Suite 7
Fayetteville, AR 72701

Dear Mr. Nicholson:

Enclosed you will find a copy of the Aviation Fuel Supply Agreement, Credit and Charge Card Acceptance Agreement and Branded Program Agreement.

When you have reviewed them, please sign in the places indicated and return them to:

Suzy Jago
Avfuel Corp.
1941 Navajo Circle
Abilene, TX 79602

Please give Steve Falon (605-332-3932) a call, if you have any questions.

Sincerely,

AVFUEL CORPORATION

Suzy Jago

AVFUEL CORPORATION
AVIATION FUEL SUPPLY AGREEMENT
SUMMARY OF TERMS AND CONDITIONS

A. GENERAL INFORMATION:

Customer *(full legal name):* City of Fayetteville, The

Customer is a: Corporation *(type)* _____ State ____; Partnership ____ State ____; Sole Owner/Proprietorship _____

Federal Employer Identification Number: ____________________

Billing Address: 4500 South School Ave., Suite 7, Fayetteville, AR 72701

Shipping Address: 4500 South School Ave., Suite 7, Fayetteville, AR 72701

B. PRODUCTS:

	Estimated Annual Quantity		Estimated Annual Quantity
Avgas 80	_______	Jet A w/additive	_______
Avgas 100	_______	JP8	_______
Jet A	_______	Other	_______

APPLICABLE SUPPLEMENTARY AGREEMENTS ATTACHED AND/OR INCORPORATED HEREIN:
Brand Program: Credit Card Program: Refueler/Equipment Lease: Credit Agreement: Other:

D. LIABILITY INSURANCE CARRIER: *(certificates naming AVFUEL as an additional insured must be attached)*: ________________

The terms and conditions governing the sale of aviation fuel products *("Products")* and other services are set forth above and on the following pages, which are made a part of this Agreement.

The reference date of this Agreement is September 28, 2001. The effective date is such date or ____________.

CUSTOMER:

By: ________________________________
Signature

Its: ________________________________
Print Name / Title

Fax Number: ________________________

AVFUEL CORPORATION

By: ________________________

Its: ________________________

Fax Number: ________________________

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer as provided in Section 20 hereof:

By: __________________ Social Security: ____________________

Customer's Initials ________
Revised 11/96
Form FS1

1. **PURCHASE AND SALE:** Subject to the terms and conditions herein, throughout the entire term of this Agreement. AVFUEL agrees to sell and deliver, nd Customer agrees to purchase and pay for, Customer's entire requirements of the Products listed in Paragraph B of the Summary for use or sale by the Customer t the Delivery Address(es) listed in Paragraph A of the Summary. The Annual Quantities listed in Paragraph B of the Summary are Customer's best estimate of its equirements of the Products for the year commencing with the Effective Date stated in the Summary.

2. **TERM:** The term of this Agreement shall be ~~five (5)~~ 1 years, commencing on the Effective Date stated in the Summary. The term shall be automatically enewed for successive ~~three (3)~~ 1 year periods absent notice to the other party of intent to terminate at the end of the then current term. Such notice shall be delivered t least ninety (90) days but not more than one hundred-twenty (120) days prior to the end of the then current term.

3. **PRICE AND PAYMENT:** in addendum define how price is established

3.1 The price per gallon for Products delivered to Customer shall be AVFUEL'S established price per gallon, in effect at the time AVFUEL loads the Product into its delivery trucks. Prices shall be F.O.B. the Delivery Address(es) listed in Paragraph A of the Summary and shall be exclusive of all taxes, fees, surcharges and other charges. Prices are subject to change without notice to Customer.

3.2 Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons of a Product as actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60F). The conversion ratio shall be from the current ASTM-IP Petroleum Measurement Tables.

3.3 Unless otherwise agreed in writing, Customer agrees to pay for all Products purchased hereunder by prior wire transfer. If AVFUEL extends credit to Customer, payment shall be upon terms and conditions specified by AVFUEL at the time such credit is extended or pursuant to the Credit Agreement.

4. **TAXES AND OTHER CHARGES:** The Customer shall pay all taxes, assessments, fees and similar charges (the "Taxes") which are imposed by any federal, tate or local governmental agency or by any airport authority (the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the 'roducts purchased by the Customer, excepting only taxes which are imposed upon AVFUEL based upon its net income or revenues. If the Taxing Authority collects ie Taxes directly from the Customer, then the Customer shall pay all such Taxes on or before their due dates. If the Taxing Authority requires that the seller collect ie Taxes from the purchaser at the time of sale, the AVFUEL will attempt in good faith to include all such Taxes in its invoices to the Customer and the Customer hall pay all such invoices on or before their due dates. (In its invoices, AVFUEL will identify those Taxes as separate items.) If the Customer is entitles to an xemption from any Taxes, which the Taxing Authority requires to be collected by the seller, then, in order to permit AVFUEL not to collect those Taxes, the Customer shall obtain and provide to AVFUEL current and valid exemption certificates relating to those Taxes. The Customer acknowledges that it remains solely esponsible for all such Taxes even if AVFUEL, through inadvertence, error or otherwise, fails to include any such Taxes in its invoices to the Customer. Accordingly, f, subsequent to the issuance of any invoice, the Taxing Authority or AVFUEL advises the Customer of additional Taxes payable with respect to the Products covered y that invoice, then the Customer shall promptly pay such additional Taxes. The Customer shall indemnify AVFUEL from any liability for any Taxes payable by ie Customer and, except as provided below, for any interest, penalties or other charges assessed with respect to those Taxes. The Customer's indemnity shall extend o Taxes which should have been collected by AVFUEL but were not included by AVFUEL in its invoice to the Customer and any Taxs which are assessable gainst the Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes. The Customer's ndemnity shall also extend to any Taxes for which an exemption had been claimed but which are subsequently assessed by a Taxing Authority based upon its rejection f the claimed exemption for the Products or the Customer. AVFUEL will indemnify and hold the Customer harmless from any interest, penalties or similar charges which are assessed against the Customer as a result of the late payment of any Taxes if AVFUEL is under applicable law to collect such Taxes from the Customer ut, as a result of the negligence or willful misconduct of its employees, AVFUEL failed to include such Taxes in its invoice to the Customer.

5. **DELIVERY:**

5.1 Deliveries shall be made to the Delivery Address(es) listed in Paragraph A of the Summary. Unless otherwise agreed in writing, the minimum delivery will be a full standard transport tanker load. AVFUEL reserves the right to impose a surcharge for deliveries of less than a full tanker load. The carrier shall be provided access to Customer's storage facilities at all reasonable times for the purpose of unloading.

5.2 Delivery shall be into Customer's tanks that have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gage the available capacity of that tank into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any hose provided by the carrier. Access to tanks shall be such that the carrier can safely and conveniently reach the Customer's designated storage facility with the hoses available, and the carrier may refuse to complete any delivery which cannot, in the carrier's opinion, be made safely and conveniently.

6. **EXCUSED NON-PERFORMANCE:** The parties recognize that from time to time a specific Product may become unavailable for sale. For purposes of this Agreement, the term "unavailable" shall mean that AVFUEL, for any reason whatsoever, including but not limited to government action, weather, reduced or allocated uel supplies or the like, is not able to deliver a specific Product within three (3) days of the specific time requested by Customer. In that event, and only to the extent f such unavailability, the parties hereto shall be relieved of their obligations under Section 2.0 hereof.

7. **LIMITED WARRANTY:** AVFUEL WARRANTS THAT ALL PRODUCTS DELIVERED PURSUANT TO THIS AGREEMENT WILL CONFORM TO THE FOLLOWING SPECIFICATIONS:

7.1 IF CUSTOMER IS PARTICIPATING IN A BRAND PROGRAM, THEN THE PRODUCTS WILL CONFORM TO THE SPECIFICATIONS FOR

Customer's Initials _________
Revised 11/96
Form FS1

PRODUCTS IN THAT BRAND PROGRA[M]

7.2 IF THE CUSTOMER IS NOT PARTICIPATING IN ANY BRAND PROGRAM, THEN THE PRODUCTS WILL CONFORM TO THE CURRENT MINIMUM A.S.T.M. PRODUCT SPECIFICATIONS APPLICABLE TO THOSE PRODUCTS.

THIS WARRANTY OF CONFORMITY TO SPECIFICATIONS IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. ‹VFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ıERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN THE EVENT OF ANY BREACH BY AVFUEL OF THIS LIMITED WARRANTY, ‹VFUEL, UPON RECEIPT OF A NOTICE OF CLAIM CONFORMING TO THE REQUIREMENTS OF SECTION 8, AVFUEL, AT ITS ELECTION, WILL ƐEFUND TO THE CUSTOMER THE PRICE PAID FOR ANY NON-CONFORMING PRODUCTS OR WILL PROMPTLY REPLACE THE NON-CONFORMING 'RODUCTS WITH PRODUCTS CONFORMING TO THE APPLICABLE SPECIFICATIONS. THIS OBLIGATION OF REFUND OR REPLACEMENT SHALL ƐE THE SOLE OBLIGATION OF AVFUEL IN THE EVENT OF ITS BREACH OF ITS WARRANTY. AVFUEL DISCLAIMS ANY OTHER OBLIGATIONS, NCLUDING, WITHOUT LIMITATION, ANY OBLIGATION FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES RESULTING FROM ITS ƐREACH OF THIS LIMITED WARRANTY.

8. CLAIMS: Any claim by the Customer that any Products do not conform to the specifications described in Section 7 shall be effective only if made by vritten notice delivered to AVFUEL within twenty-four (24) hours after the Product is delivered to the Customer. Any claim by the Customer of any discrepancy ı the quantity of the Product delivered shall be effective only if made by written notice delivered to AVFUEL within thirty (30) days after the Product is delivered ɔ the Customer. Given the nature of the Products, time shall be of the essence with respect to such claims and no claim shall be permitted or effective unless delivered vithin the period above specified. The Customer will permit AVFUEL immediate access to the Customer's premises and records for purposes of investigating any claim non-conformity or discrepancy.

9. COMPLIANCE WITH LAWS:

9.1 Customer shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing the purchase, storage, handling and sale of the Products and all industry standards pertaining thereto. Further, Customer agrees to use its best efforts to assist AVFUEL in complying with such laws, ordinances, rules and regulations which AVFUEL may be required to observe in the performance of its obligations under this Agreement.

9.2 It is acknowledged and agreed that one or more of the Avgas Products may contain tetraethyl lead or lead alkyl. Customer shall comply with all applicable rules and regulations governing the storage, handling, and sales of such substances. AVFUEL reserves the right to terminate that part of this Agreement governing such Products if Customer violates the provisions of this Section. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

9.3 Customer shall properly instruct its employees with regard to applicable laws, ordinance, rules, regulations and standards and the procedures necessary to insure compliance therewith.

10. INDEPENDENT STATUS: The Customer shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of ‹VFUEL. The Customer shall not have the authority to and shall not purport to make any commitments or representations on behalf of AVFUEL or otherwise to ıke any actions on behalf of AVFUEL.

11. SUPPLEMENTARY AGREEMENTS: Customer desires to participate in the Credit Card Program(s), the Credit Program, the Brand Program and the Leasing 'rogram(s) offered by AVFUEL to its customers as are listed in Paragraph C of the Summary. The terms and conditions which govern Customer's participation in aid Program(s) are set forth in the Supplementary Agreement(s) which are attached hereto and made a part hereof by reference. Additional Supplementary ‹greements may be added from time to time with the consent of both parties. Each Supplementary Agreement may be amended or canceled in accordance with its ɜrms. In the event of a conflict between the terms of this Agreement and the terms of a Supplementary Agreement, the terms of the Supplementary Agreement shall ,overn. A violation of a Supplementary Agreement shall be deemed a violation of this Agreement.

NDEMNIFICATION:

12.1 Except as provided in Section 12.2, Customer agrees to defend, indemnify and save AVFUEL and its agents and employees harmless from and against any and all claims, demands, losses, liabilities, causes of actions, costs and expenses (including attorneys' fees) of whatsoever nature which are asserted against or incurred by AVFUEL, or its employees or agents, based upon injury or death to any person (including, without limitation, any employee, agent or customer of the Customer) or any damage or destruction of any property (including, without limitation, any property belonging to the Customer) which directly or indirectly resulted from any act or omission of the Customer or any employees or other agents of the Customer, including, without limitation, any breach by the Customer of any of its obligations under this Agreement or any actions or inaction of the Customer in the storage, handling, distribution, sales or use of any of the Products purchased pursuant to this Agreement. Any amount payable pursuant to the Customer's obligation to indemnify shall be due immediately upon delivery of demand for payment to the Customer. Any amount not paid when due shall bear interest from its due date at the maximum rate permitted under the law of the state wherein Customer is located. The Customer shall be liable for any costs (including attorneys' fees) incurred in enforcing this obligation to indemnify.

12.2 Customer's obligation to indemnify under Section 12.1 shall not apply to any injury or death to any person or any damage or destruction of any property which is the direct result of the failure of the Product to conform to the limited warranty contained in Section 7 or is the direct result of the sole negligence of AVFUEL or its employees or agents.

12.3 Customer's obligation to indemnify in Section 12.1 shall survive the termination of this Agreement and shall remain in full force and effect until the lapse of all applicable statutes of limitation and all time periods within which an action for indemnity or contribution must be brought.

13. TERMINATION:

13.1 Either party (the "terminating party") may terminate this Agreement at any time for cause on the part of the other party (the "defaulting party") by giving the defaulting party written notice of termination which shall state the grounds for termination, the date of termination and, at the sole option of the terminating party, any remedial measure and any grace period available to the defaulting party to remedy such cause(s) and avoid termination. For

purposes of this Agreement, "cause" shall include, but not be limited to, the following:
Failure by the defaulting party to pay when due any amounts properly payable under this Agreement or any Supplementary Agreement;
Failure by the defaulting party to comply with federal, state, or local laws or regulations in any manner relevant to this Agreement;
Breach by the defaulting party of any provision of this Agreement or any Supplementary Agreement.
Any action or inaction by Customer, the result of which is to bring into question AVFUEL's reputation for quality products or services, or to subject AVFUEL to any liability not contemplated hereunder or to render it impossible to provide the products and services requested of AVFUEL.
Any misrepresentation by Customer with respect to the Product.
The failure by the Customer to purchase its entire requirements of the Products from AVFUEL *(unless excused from such purchase pursuant to Section 6)*.
Termination for any reason of the Guaranty of Payment set forth in Section 20.

13.2 The exercise of a party's right to terminate this Agreement as aforesaid shall not be deemed an election of remedies and shall be without prejudice to the terminating party's rights to any other remedy afforded to it by this Agreement or by law or equity. The waiver of any breach of any term or condition hereof shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of AVFUEL to enforce rights or seek remedies arising out of any breach by Customer shall not prejudice or affect the rights or remedies of AVFUEL in the event of any subsequent breach by Customer. Election by AVFUEL of one remedy hereunder shall not be deemed to be to the exclusion of any other remedy. If this Agreement or any Supplementary Agreement is placed in the hands of an attorney for enforcement following any breach or claim of breach thereof, the prevailing party shall have the right to recover its costs of enforcement or of defense (as the case may be) including reasonable attorney's fees.

STANDARD PROVISIONS OF CONTRACTS

14. **INSURANCE:**

14.1 Prior to the Effective Date stated in the Summary, Customer shall secure at its cost, the following insurance and furnish AVFUEL a Certificate of Insurance, evidencing: (1) commercial general liability insurance, including aircraft products liability, with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (3) workers compensation covering all employees of Customer. Insurance policies shall be issued by insurance companies acceptable to AVFUEL, shall name AVFUEL as additional insured, or loss payee as the case may be, and shall provide for at least thirty (30) days' written notice to AVFUEL prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this lease and until all of its obligations hereunder have been released by AVFUEL.

14.2 AVFUEL maintains a policy of product liability insurance pursuant under which its qualified customers may be named as additional insured. For so long as that coverage remains available at reasonable cost, upon the written request of the Customer and to the extent that Customer qualifies for such coverage, Customer may be added as a named insured under that policy upon payment by the Customer of any required fee for such coverage..

15. **ASSIGNMENT:** The Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written onsent of AVFUEL. If the Customer is a business entity (as distinguished from an individual functioning as a proprietor), any transfer of any controlling interest ı such entity shall be deemed an assignment requiring the consent of AVFUEL.

16. **NOTICES:** All notices permitted or required under this Agreement shall be in writing. Notices by fax shall be deemed "delivered" on the date of onfirmed transmission to the fax number designated in the Summary. Notices by mail shall be deemed delivered on the date deposited with the United States Postal ervice, postage prepaid, addressed to the party at the address specified in the Summary; provided, however, that any notice of termination or of non-renewal of this ıgreement and any notices of claims pursuant to Section 8.2 shall be posted as certified mail, return receipt requested.

17. **EXECUTION, BINDING EFFECT:** THIS AGREEMENT SHALL BECOME BINDING UPON AVFUEL ONLY AFTER IT HAS BEEN EXECUTED BY ı DULY AUTHORIZED OFFICER OF AVFUEL IN ANN ARBOR, MICHIGAN. Commencement of performance hereunder prior to signing by AVFUEL as herein tipulated shall in no case be construed as a waiver by AVFUEL of this requirement, but any sales made before such execution be deemed to have been made under ıe terms and provisions hereof. When duly executed, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their permitted uccessors and assigns. The person executing this Agreement on behalf of Customer warrants that he/she has actual authority to do so.

Arkansas

18. **GOVERNING LAW:** This Agreement and all rights and obligations under it shall be governed by the laws of the State of ~~Michigan~~. All orders hereunder hall be accepted and approved at AVFUEL'S place of business in Ann Arbor, Michigan and all claims arising hereunder shall be brought either in ~~Michigan or in~~ ıe State ~~in which Customer is located, and jurisdiction shall lie in either place~~.

Arkansas

19. **SEVERABILITY:** In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then ıat provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

20. **GUARANTY OF PAYMENT:** To induce AVFUEL'S to provide the Products to Customer and to provide Equipment and other services (if any) described ı any Supplementary Agreement, present or future, the person(s) signing as guarantor(s) on the Summary Page, jointly and severally, guaranty the payment, when ue, to AVFUEL of all amounts owing pursuant to this Agreement or any Supplementary Agreement. The guarantor(s) waive(s) notice of acceptance of this Guaranty, otice of obligations or indebtedness as they may be incurred, notice of default by Customer and of any extensions in time of payment, and all other notices to which ıe guarantor(s) might otherwise be entitled by law. The guarantor(s) further waive(s) notice of presentment or demand and agree(s) to pay all amounts due and owing y Customer upon AVFUEL's demand without requiring any action or proceeding against Customer. This shall be construed as a continuing guaranty and shall not e revoked by the death of any of the guarantors but shall remain in full force and effect until the guarantor(s) or the personal representatives of the guarantor(s) shall ave given notice in writing to extend no further credit on the security of this guaranty. Guarantor(s) hereby authorize(s) AVFUEL to make such credit investigation s necessary to satisfy itself as to the credit worthiness of guarantor(s) and agrees to provide periodic statements of financial condition to AVFUEL. Guarantor(s) gree(s) to pay all actual attorney's fees and court costs incurred by AVFUEL in seeking enforcement of its rights under this Guaranty.

21. **ENTIRE AGREEMENT/NO INCONSISTENT TERMS:** This five (5) page Agreement, together with each Supplementary Agreement referenced in section 1, states the entire agreement between Avfuel and the Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, xpress or implied, relating to or otherwise affecting such subject matter. No term or condition of this Agreement shall be changed, supplemented, cancelled or waived nless in writing and signed by both Avfuel and the Customer. Without limiting the foregoing, any terms or conditions in any Purchase Order, Acknowledgement r other document issued by he Customer which are inconsistent with any of the terms or conditions of this Agreement or which impose any obligations upon Avfuel 'hich are not imposed by the terms of this Agreement shall not be binding upon Avfuel and shall be null, void and of no effect. If Avfuel and the Customer have rior to the Effective Date been parties to any other agreement relating to the sale of Products to the Customer (a "Prior Agreement"), such Prior Agreement shall e superseded as of the Effective Date and all rights and obligation between Avfuel and the Customer with respect to the supply of Products from and after the ffective date shall be governed by the terms of this Agreement. (The terms and conditions of such Prior Agreement shall, however, remain in full force and effect 'ith respect to tights and obligations relating to the supply of Products prior to the Effective Date and nothing contained in this Agreement shall be construed as rminating or otherwise affecting any such rights or obligations.)

Customer's Initials ________

Revised 11/96

Form FS1

ADDENDUM

to the

AVIATION FUEL SUPPLY AGREEMENT

between

AVFUEL CORPORATION

and

THE CITY OF FAYETTEVILLE, AR

The following is incorporated and made part of the above-named agreement with a reference date of September 28, 2001.

Section 2. Term:

Replace the paragraph with "The term of this agreement shall be ~~three (3) year~~s, commencing on the Effective Date stated in the Summary."

for 1 year with 2 1 year renewal options ~~when~~ with consent of both parties

AVFUEL CORPORATION	THE CITY OF FAYETTEVILLE, AR
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________
Date: ______________________	Date: ______________________

AVFUEL CORPORATION
BRANDED PROGRAM AGREEMENT

Supplement to Aviation Fuel Supply Agreement ("AFSA")
SUMMARY OF TERMS AND CONDITIONS

Customer: City of Fayetteville
4500 South School Ave., Suite 7
Fayetteville, AR 72701

Branding Program: **AVFUEL**
Airport Location:

The terms and conditions governing this Agreement are set forth above and on the following page(s), which are made a part of this Agreement.

ACCEPTED BY: ______________________________
Customer Signature

BY: ______________________________
Print Name

ITS: ______________________________
Title

AVFUEL CORPORATION:

BY: ______________________________

ITS: ______________________________

The reference date of this Agreement is September 28, 2001. The effective date is such date or __________ .

TERMS AND CONDITIONS

1. DESIGNATION OF BRAND: In order to promote the sale of aviation fuels, Customer hereby agrees to participate in the above branded marketing program sponsored by Avfuel, and Avfuel here by agrees to supply to Customer for Customer's use and possession during the term of this Agreement such signs, decals, credit card imprinters and other graphic materials as Avfuel deems necessary in order to identify Customer as a seller of aviation fuels manufactured or distributed by the organization identified above ("Avfuel's Designee") who will accept similarly branded credit cards in payment for the purchase of certain products and/or services, and whose business operations and facilities conform to standards established for such brand.

2. INTELLECTUAL PROPERTY/BRANDED PROPERTY: All trade names, trademarks, service marks, logo types and other commercial symbols of the designated brand (the "Intellectual Property") shall be and remain the property of Avfuel or Avfuel's Designee. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel or Avfuel's Designee, as the case may be. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited.

3. INSTALLATION AND MAINTENANCE: Customer shall be responsible for installation of all Branded Property including (without limitation) all electrical and other connections, and agrees that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer ("Paint-ons") or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. INSURANCE, TAXES AND ENCUMBRANCES: Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, shall pay all personal property taxes and assessments against the same, and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such property adverse to any right, title or interest of Avfuel or Avfuel's Designee.

AVFUEL CORPORATION
BRANDED PROGRAM AGREEMENT - Continued

5. TRADE PRACTICES: Customer agrees that it will not use or display any Branded Property or Intellectual Property furnished pursuant to this Agreement (i) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale, (ii) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel, or (iii) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not.

Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. If the designated brand is owned by Avfuel, Avfuel will furnish Customer written information of all such standards and procedures and all amendments and additions thereto; otherwise, Avfuel will endeavor to inform Customer of all applicable standards and procedures for such brand, but Customer shall be responsible for maintaining Customer's awareness of the same and of all amendments and additions thereto. Both Avfuel and Avfuel's Designee shall have the right to conduct such periodic tests and inspections as either of them may deem reasonably necessary to evaluate compliance with this Agreement; it being expressly understood that neither Avfuel nor Designee assumes any responsibility for Customer's compliance.

6. GENERAL LIABILITY INSURANCE: Customer agrees to obtain and maintain in force at all times while this Agreement shall be and remain in effect, a comprehensive general liability insurance policy, including product liability, for limits not less than a combined single limit for bodily injury, property damage and product liability of $1,000,000.00. Said policy shall name Avfuel as an additional insured and shall provide for at least 30 days notice to Avfuel prior to its cancellation or modification. Customer agrees to provide Avfuel with certificates showing such coverage to be in force at the inception of this Agreement and thereafter for all insurance policy renewal periods.

7. TERM/TERMINATION: This Agreement shall become effective on the effective date set forth above. If there is no Aviation Fuel Supply Agreement (AFSA), then this agreement shall be terminable by AVFUEL for any reason or for no reason at all upon 30 days notice. If there is an AFSA in effect between the parties on the effective date hereof, or if an AFSA subsequently comes into effect between the parties, then this agreement shall continue for so long as an AFSA remains in effect. AVFUEL may, without further notice, terminate this agreement for any breach thereof if it has given the customer notice of the breach and no less than ten (10) calendar days to cure the breach. Avfuel may terminate this Agreement if Avfuel or Avfuel's Designee discontinues the branded program designated herein, or in case of constriction or disruption in the supply of branded aviation fuel, or if Avfuel's Designee shall rightfully cause any location operated by Customer to be unbranded. Customer may terminate this Agreement with Avfuel's consent by executing an agreement to participate in any other marketing program sponsored by Avfuel. Termination of this Agreement shall not automatically terminate the AFSA.

8. CUSTOMER'S OBLIGATIONS ON TERMINATION: Within ten (10) days following the termination of this Agreement by expiration, non-renewal or otherwise, Customer shall return to Avfuel, or if so instructed to Avfuel's Designee, by fully insured prepaid freight, all signs, credit card imprinters and other durable Branded Property by the same condition as when received by it (reasonable wear excepted), together with all decals and other non-durable Branded Property (not destroyed by removal), shall paint over or otherwise obliterate all Paint-ons, and shall cease to use or display any Branded Property or Intellectual Property and all other commercial symbols deceptively similar thereto. Should Customer fail to do so, Avfuel and Avfuel's Designee, or either of them, are hereby irrevocably authorized to gain entry to Seller's premises where any of the Branded Property may be situated or any Intellectual Property displayed, and there to carry out and perform any and all of Customer's obligations hereunder, at Customer's expense.

9. RELATIONSHIP BETWEEN THE PARTIES: Customer and Avfuel are completely separate entities and are not partners, masters, servants, joint venturers or agents of each other in any sense whatsoever and nothing in this Agreement shall be construed as granting or reserving unto Avfuel any right to exercise control over any of the business or operations of Customer or to direct in any respect the manner in which any of Customer's business or operations shall be conducted.

10. The Standard Provisions of Contracts from the AFSA are incorporated herein by reference and made a part of this Agreement.

Customer's Initial ____________

AVFUEL CORPORATION
CREDIT AND CHARGE CARD ACCEPTANCE AGREEMENT

Supplement to Aviation Fuel Supply Agreement ("AFSA")
SUMMARY OF TERMS AND CONDITIONS

Customer: **CITY OF FAYETTEVILLE, AR**
4500 South School Ave., Suite 7
Fayetteville, AR 72701

Branding Program: **AVFUEL**
Airport Location:

The terms and conditions governing this Agreement are set forth above and on the following page(s), which are made a part of this Agreement.

ACCEPTED BY: ______________________
Customer Signature

BY: ______________________
Print Name

ITS: ______________________
Title

AVFUEL CORPORATION:

BY: ______________________

ITS: ______________________

The reference date of this Agreement is September 28, 2001. The effective date is such date or ____________.

TERMS AND CONDITIONS

1. HONOR AND ACCEPTANCE OF CREDIT CARDS: At it's election, Customer may honor any valid credit card listed in the most current acceptable credit card listing issued by Avfuel ("Acceptable Cards"). Avfuel agrees to accept assignment of Customer's credit card accounts receivable created in accordance with this Agreement ("Acceptable Charges") if Customer does not have a merchant agreement with the issuer of such card or any processor of such accounts other than Avfuel; and provided, such card is presented by the cardholder or Authorized User in payment for an authorized purchase on credit of aviation fuels or other products or services normally sold in the ordinary course of business by aviation fixed base operators, at Customer's location dispensing aviation fuels supplied by Avfuel. The term "Authorized User" means a person other than the cardholder whose authority to charge purchases on a credit card is stated on that card. Except as otherwise agreed, Avfuel's acceptance of any and all credit card accounts receivable shall be with full recourse against Customer and subject to full charge back rights.

Keep in parens

2. PAYMENT UPON VOUCHERS: Upon receipt from Customer of properly prepared vouchers or a Datatrol batch transmission representing Acceptable Charges, together with summaries thereof on forms prescribed by Avfuel, Avfuel shall remit to Customer ~~[illegible] credit [illegible] fuel purchase [illegible], in an amount equal to the total face amount of all such vouchers less such discounts as applicable according to Avfuel's then current accounts receivable discount schedule~~. The term "voucher" as used in this Agreement means a machine imprinted credit card slip or other written record of a credit sale in form acceptable to Avfuel which has been fully completed by Customer manually or by Datatrol in accordance with the terms of this Agreement, and signed by the cardholder or Authorized User. Avfuel's accounts receivable discount schedule is subject to change upon five (5) days prior written notice.

3. CUSTOMER'S RESPONSIBILITIES: With respect to Acceptable Charges presented under this Agreement.

   (a) Prior to the sale, Customer must confirm that the credit card is not expired and that its use is authorized. Customer must secure sales authorizations when required, and current lost, stolen or unauthorized card lists must be checked. All sales must be processed on manual or Datatrol imprinter. Customer shall be responsible for completing all vouchers accurately and legibly. Imprinted and hand written amounts on invoices must agree; if not, the lesser amount shall prevail in crediting Customer. Vouchers shall be on the forms supplied by Avfuel, dated, imprinted with the Customer's plate and a valid credit card showing the cardholder's name and credit card number; vouchers shall contain the registration number of the aircraft being serviced, shall specify and describe the quantities of goods delivered and/or services rendered, and shall show the dollar amount of the sale and all applicable taxes. Vouchers must be signed by the cardholder or Authorized User. Customer is responsible for identifying and verifying the presenter as the cardholder or Authorized User, and shall require an additional source of identification of the presenter. The presenter shall be given a copy of the credit voucher at the time of sale.

(b) Except in Branded Card Transactions (as defined in this Agreement), the current telephone number and current billing address of both the cardholder and Authorized User must be legibly printed or typed upon the voucher, and Customer shall inform the presenter that cardholder will be billed directly by Avfuel and not by the credit card issuer.

(c) Statement copies of all vouchers shall be forwarded to Avfuel weekly, but not later than ten days after transaction date. Customer must keep copies of vouchers and summaries for a period of one year and supply Avfuel with duplicates if requested.

(d) Customer acknowledges receipt of and agrees to observe Avfuel's current instructions for recording and processing credit card transactions. Avfuel reserves the right to amend any and all instructions and to add new instructions from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written notice. Unauthorized card lists shall be effective upon receipt by customer and Avfuel reserves the right to make additions and deletions to such list by telephone.

(e) Customer shall be solely liable and responsible for remittance of all taxes to the proper authorities regardless of whether charged to purchaser. Avfuel does not assume responsibility for the payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims.

4. AVFUEL'S CHARGE BACK RIGHTS: Without limiting the generality of other provisions of this Agreement pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any vouchers:

(a) Where any of the required information is omitted or illegible;

(b) Which are imprinted with an expired credit card or with a credit card listed on the then current lost, stolen or unauthorized card list;

(c) Covering purchases not authorized by the cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

(d) Covering transactions which have not been pre-authorized or approved, in accordance with applicable instructions;

(e) Covering any transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of which exceeds any of the single sale limitations set forth in this Agreement;

(f) Pertaining to any transaction where there is a failure on the part of Customer to perform services or furnish products as agreed with purchaser or which becomes the subject of a dispute between Customer and purchaser;

(g) Representing any sales transaction in which the cardholder or Authorized User has not received his copy of the voucher;

(h) For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel; provided, if a down payment or trade-in is accepted in connection with the same transaction, a copy of the sales invoice showing the amount thereof shall be attached to the voucher, and the voucher shall not exceed the balance due.

(i) Where Customer has granted any right of ownership or security interest in favor of any person other than Avfuel;

(j) Which are presented by Customer to Avfuel more than ten (10) days after the transaction date;

(k) Covering transactions occurring after the date of expiration or termination of this Agreement; Created by any person other than Customer, or in any transaction other than a transaction in which Customer has sold merchandise or services to a purchaser presenting his credit card for use in payment therefor;

(m) Bearing a billing address for the cardholder or Authorized User, which is outside the territorial limits of the United States or the Dominion of Canada;

(n) Representing oil company credit card transactions (other than Branded Card Transactions) not paid by the cardholder within ninety (90) days after assignment to Avfuel; provided, Avfuel has billed the cardholder and attempted to collect the amount thereof without resort to litigation, or

(o) In any other manner not in conformity with this Agreement or with Avfuel's instructions for recording and processing credit card transactions. In the event charge backs exceed any credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such amounts within three (3) days after notice that such amounts are due. Upon reimbursement, title to the subject voucher and all indebtedness represented thereby shall pass to Customer. If any funds come into Avfuel's possession for any voucher, which has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

5. SALE LIMITATIONS AND EXCLUSIONS: Cash advances may not be charged on any card. Lessons, aircraft rental, charter, and aircraft parts and accessories not incorporated in repairs or mounted upon the aircraft may not be charged on the Avfuel Card. A single sale to any

one purchaser resulting in one or more than one credit card voucher shall be specifically limited as follows:

(a) To a total of $250 for miscellaneous services including but not limited to such items as tie downs, catering, aircraft storage, pilot supplies, charts, repairs and other services on the Avfuel Card or Honor All cards (other oil co. credit cards).
(b) To quantities of fuel and lubricants not greater than the useful capacity of the aircraft, and shall only include fuels from stocks delivered by and purchased from Avfuel; and
(c) To an aggregate total of $2,000.00 for verified Honor All transactions.

6. BRANDED CARD TRANSACTIONS: Branded Card Transactions are credit sales under a BRANDED PROGRAM AGREEMENT in effect between the parties from time to time where the Customer is required to honor valid branded credit cards issued by Avfuel or its Designee named therein, and may honor credit cards for which the branded card issuer has interchange agreements. Avfuel shall accept vouchers representing valid Branded Card Transactions at face value less such discount as may from time to time be applicable thereto under any arrangement then in effect between issuer and Avfuel or as otherwise agreed. Customer acknowledges receipt of issuer's instructions for recording and processing Branded Card Transactions and agrees to be bound by same and by all amendments thereto. This Section 6 shall not apply to Acceptable Charges, which are not Branded Card Transactions. In addition:

(a) All Branded Card Transactions shall be governed by the card issuer's instructions as well as the terms and conditions of this Agreement, and in case of conflict, issuer's instructions shall prevail; and
(b) Avfuel shall have all rights of recourse and all charge back rights against Customer, which the credit card issuer may have or exercise against Avfuel, in full subrogation.

7. TERM/TERMINATION: The term of this Agreement shall coincide with the term of the AFSA which is in effect between the parties and any and all renewals and extensions thereof, and termination of that agreement by expiration or other wise, without a new or renewal AFSA having taken effect between the parties, shall automatically terminate this Agreement. Avfuel shall have the right to terminate this Agreement on thirty (30) days prior written notice to Customer. Termination of this Agreement shall not automatically terminate the AFSA.

8. NOTICES: The Standard Provision of Contractors from the AFSA are incorporated herein by reference and made a part of this Agreement.

AVFUEL CORPORATION
EXCESS THIRD PARTY LIABILITY
INSURANCE PROGRAM APPLICATION

Avfuel Corporation
47 West Ellsworth Road
Ann Arbor, MI 48108

To Whom It May Concern:

I have been advised that you have arranged an excess third party liability insurance program that provides excess liability coverage in the amount of $50,000,000 for jet fuel and aviation gasoline to cover Avfuel Corporation (Avfuel) airport dealers/customers regarding all operations necessary or incidental to refueling of aircraft using **Avfuel supplied aviation fuels.** I wish to participate in this insurance program, and hereby state that I agree to and I am in compliance with the following minimum insurance requirements.

I have been informed that the excess insurance policy program contains requirements that each insured dealer/customer must maintain in effect primary premises and products/completed operations liability insurance coverage of not less than $1,000,000 CSL and name Avfuel Corporation as additional insured with respect to Premises and Products/Completed Operations.

I understand that excess liability coverage will be afforded to me only to the extent that I maintain insurance to comply with the above requirements. I further understand that the excess liability insurance afforded to me will be voided if any fuel supplied by anyone other than Avfuel is commingled with the Avfuel supplied aviation fuel.

I understand that it is my responsibility to report to Avfuel any incident, together with the details of the incident, involving the use of Avfuel supplied aviation fuels, that involves bodily injury to third parties and/or damage to property of others, even if such potential claim is not expected to exceed the limits of my primary insurance policy.

1. Company Name:______________________________
2. Address:______________________________
3. City:______________ State:__________ Zip:__________
4. Number of years in business:______________________________
5. Name & Location of airport:______________________________
6. Annual gallons dispensed: Jet Fuel:______________ Avgas:______________
7. Make/Model of largest general aviation aircraft fueled:______________
   Total Seats of largest general aviation aircraft fueled:______________
8. Name of present fuel products insurer:______________________________
9. Policy expiration date:______________________________
10. Liability limits of products/completed coverage:______________________________
11. Has operator had any fuel related products losses in the last five years?__________
12. **Please include a certificate of insurance showing required coverages.**

Signature:______________________ Date:______________
Title:______________________

AVFU CORPORATION AVTRIP AGREEMENT

This Agreement is between AVFUEL CORPORTION and ________________________, located in ________________________, (DEALER).
(Company Name) (City, State)

WHEREAS, AVFUEL CORPORATION is initiating an incentive program (AVTRIP) pursuant to which pilots purchasing the goods and services of the DEALER may be entitled to accrue financial benefits; and

WHEREAS, AVFUEL CORPORATION has agreed to undertake the administration of and to market the AVTRIP PROGRAM on a nationwide basis, in order to create incentives for pilots to participate in the AVTRIP PROGRAM; and

WHEREAS, the DEALER has agreed to provide certain administrative and other assistance to AVFUEL in order to support the AVTRIP PROGRAM.

NOW, THEREFORE, in consideration of the mutal promises herein continued, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AVFUEL CORPORATION reserves the right to amend, suspend, or terminate this program at any time. AVFUEL also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violators of the rules of the program, or inactivity for a period of 12 consecutive months.

2. AVFUEL CORPORATION agrees to undertake central administration of the AVTRIP PROGRAM, and to timely inform the DEALER of any changes to the AVTRIP PROGRAM, all of which changes are agreed to binding on the DEALER.

3. AVFUEL CORPORATION agrees to market the AVTRIP PROGRAM nationwide, to both base and transient pilots to encourage participation by such pilots in the AVTRIP PROGRAM.

4. DEALER agrees to train and/or familiarize its personnel with the AVTRIP PROGRAM, and to prominently post written materials relating to the AVTRIP PROGRAM, in order to encourage pilot participation in the AVTRIP PROGRAM.

5. DEALER agrees to administer the AVTRIP PROGRAM in accordance with the following guidelines:

   a) A participating pilot will be entitled to a minimum of two points for each gallon of fuel purchased by such pilot. Fuel purchase discounts, if granted by the DEALER, may not be based upon participation (or lack thereof) by any pilot in the AVTRIP PROGRAM.

   b) If offered by the DEALER (at its sole discretion), a participating pilot will be entitled to a minimum of one point for each dollar of services and/or parts purchased by such pilot. Discounts on service and/or parts, if granted by the DEALER, may not be based upon participation (or lack thereof) by any pilot in the AVTRIP PROGRAM.

   c) At least once every two weeks, the DEALER will submit to AVFUEL CORPORATION all documentation and funds to effect the AVTRIP PROGRAM, including enrollment forms, evidence of points earned by pilots, and DEALER contributions of $.02 for each gallon of fuel and $.01 for each dollar of services and/or parts purchased to the AVTRIP PROGRAM.

6. AVFUEL CORPORATION agrees that, on an annual basis an accounting of AVTRIP PROGRAM funds raised and disposition thereof may be reviewed by an Advisory Board of AVFUEL CORPORATION DEALERS.

7. The DEALER agrees that, in order to continue its participation in the AVTRIP PROGRAM, DEALER must remain an AVFUEL DEALER. Withdrawals from the AVTRIP PROGRAM may be effected upon receipt by AVFUEL CORPORATION, at least 90 days in advance, of written notice of such withdrawal.

CUSTOMER: ________________________

BY: ________________________

____
Print Name

ITS: ________________________

AVFUEL CORPORATION:

BY: ________________________

ITS: ________________________

The reference date of this Agreement is ________________________

URGENT

STORAGE TANK COMPLIANCE CERTIFICATION

COMPANY NAME: ____________________

ADDRESS: ____________________

PHONE: ____________ FAX: ____________

1. THIS FACILITY IS EQUIPPED WITH ONLY ABOVE GROUND STORAGE TANKS:

   ☐ YES
   ☐ NO (IF NO, PLEASE COMPLETE QUESTION #2)

2. IS THIS FACILITY COMPLIANT WITH THE 12-22-98 UNDERGROUND STORAGE TANK (UST) REGULATIONS.

   ☐ YES
   ☐ NO

COMMENTS: ____________________

COMPANY REPRESENTATIVE NAME: ____________________
(PLEASE PRINT)

SIGNATURE: ____________________

DATE SIGNED: ____________________

- Please attach any documentation that might be appropriate to verify compliance.
- Please fill out one of this forms for each of your delivery locations and/or tanks.
- Please return this form to Avfuel Immediately.

AVCARD AGREEMENT WITH AVFUEL CORPORATION

AVFUEL Corporation is pleased to announce that we will now be accepting the AVCARD credit card As soon as you have agreed to the following, as signified by your signature on this letter and returning it to us, we can add you to this program. AVFUEL Corporation will credit your account as soon as we have received the transmitted information from AVCARD. You will no long get a statement from AVCARD. AVCARD will not be held responsible for reimbursing your company for any AVCARD credits you have acquired or any differences that may occur with AVFUEL Corporation. Dealers will need to follow AVCARD procedures which will be provided. Failure to do so could result in chargebacks.

Any current amount due, should be diverted to AVFUEL Corporation.

AGREED TO ACCEPTED this _____day of _______, 19___.

Company: ______________________________
Address: ______________________________
City, State, Zip: ______________________________
Airport Identifier: ______________________________
Phone: ______________________________
Fax: ______________________________

Signed By: ______________________________
Print Name: ______________________________
Title: ______________________________
Date: ______________________________

AVFUEL CORPORATION
AVIATION REFUELER LEASE AGREEMENT
Summary of Terms and Conditions

Avfuel Number/Description	*Vin Number*	*Monthly Rental*
#3040/1991 Ford 3000 Gallon	**A07138**	**$900.00**

Customer: Fayetteville Municipal Airport
4500 S School Ave Suite F
Fayetteville, AR 72701

Airport Location: Fayetteville, AR

The terms and conditions governing this Agreement are set forth above and on the following page(s), which are made a part of this Agreement.

ACCEPTED BY: ______________________________
Customer Signature

By: ________________________
Print Name

Its: ________________________
Title

AVFUEL CORPORATION: ___________________________

By: ______________________

Its: ______________________

The reference date of this Agreement is; 10/9/01 effective date is such date or ____________________

TERMS AND CONDITIONS

1. EQUIPMENT. Avfuel agrees to deliver and Lease the foregoing Equipment to Customer for it's sole use, subject to the following terms and conditions.

2. RENTAL. Customer hereby agrees to pay Avfuel in advance the monthly rentals shown above, prorated for any partial month. Avfuel may increase the rent ~~during the term of the Lease~~ once annually upon ~~30~~ 60 days written notice.

3. TERM: This lease is for the term of one (1) year commencing on the effective date set forth above, and shall thereafter automatically renew month-to-month unless either party shall give notice of intention to terminate. Notice to terminate shall be given in writing not less than thirty (30) days prior to the termination date, which shall be specified in the notice. The foregoing notwithstanding, if there is in effect between the parties an Aviation Fuel Supply Agreement ("AFSA"), this Lease shall terminate, without notice, as of the date the AFSA expires or is terminated in accordance with its terms unless a new or renewal AFSA shall have taken effect between the parties. If Avfuel increases the rent as allowed in section 2, Customer may notify Avfuel no less than 15 days before the increase is to take effect that it no longer wishes to rent the equipment if the rate increase goes into effect. If Avfuel rescinds the rate increase, the lease continues in effect at the then in effect rates, if it does not rescind the increase, the lease expires on the date the increase goes into effect.

4. RETURN OF EQUIPMENT. Upon termination of this Agreement Customer shall ~~deliver and~~ return the Equipment to Avfuel ~~place of business in Ann Arbor, Michigan (or Abilene, Texas)~~ in as good condition as when Customer received it, normal wear and tear accepted. Failure to return the Equipment shall be deemed a breach of this Lease. Notwithstanding such breach, Avfuel may, without foregoing any other remedies available to it, treat the Agreement as continuing from month to month under the same terms and conditions as were in effect at the end of the lease term. Nothing herein shall require that Customer perform the repair or maintenance obligations of Avfuel under the provisions of Section 7 below
AVFUEL shall be responsible for shipping.

5. TITLE TO: EQUIPMENT. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or it's rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances.

6. USE. The Equipment shall be used solely by Customer or its representatives at the above airport, solely for handling aviation fuels supplied to Customer by Avfuel and shall not be moved from said airport nor operated on any public road without the prior written consent of Avfuel. No fuel delivered by any other supplier shall be introduced into the Equipment. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

in accordance with the terms of maintenance described in the bid proposal,

7. MAINTENANCE.
7.1 Except as noted in 7.3 below, the Customer will maintain the Equipment in a condition equivalent to that as of the day of this Lease Agreement, normal wear and tear excepted, and, to that end, will, ~~at the Customer's sole expense,~~ provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of refuelers. Customer shall keep complete and accurate maintenance records and AVFUEL shall be entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At AVFUEL'S option, any item of repair or maintenance which would be the responsibility of Customer may be performed by AVFUEL and billed back to Customer as additional rent.

7.2 Customer shall be responsible for all tire maintenance, repair, and replacement. CHANGING A TIRE ON A REFUELER IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.

7.3 Except as noted in 7.5 below, Avfuel shall be responsible for the following repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after notice. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage which may be caused by or result to customer by reason of the fact that the equipment becomes inoperable.

7.4 Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the express written consent of Avfuel.

7.5 Customer shall promptly notify of the need for any repair or maintenance which is required and which is not the Customer's responsibility. If such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

8. WARRANTIES. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, NOR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT WHICH APPEARS AT THE BEGINNING HEREOF.

9. **"TAXES AND OTHER CHARGES'.** The Customer shall pay all taxes, assessments, fees and similar charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (the "Taxing Authorities") based upon leasing, delivery, use or sale of the Equipment (including, without limitation, sales taxes, use taxes, registration fees, transfer taxes or similar charges), excepting only taxes which are imposed upon AVFUEL based upon its net income or revenues. If the Taxing Authority collects the Taxes directly from the Customer, then the Customer shall pay all such Taxes on or before their due dates. If the Taxing Authority requires that the lessor or seller collect the Taxes from the lessee or purchaser at the time of lease or sale, then AVFUEL will attempt in good faith to include all such Taxes in its invoices to the Customer and the Customer shall pay all such invoices on or before their due dates. (In its invoices, AVFUEL will identify those Taxes as separate items.) If the Customer is entitled to an exemption from any Taxes which the Taxing Authority requires to be collected by the lessor or seller, then, in order to permit AVFUEL to not collect those Taxes, the Customer shall obtain and provide to AVFUEL current and valid exemption certificates with respect to those Taxes. The Customer acknowledges that it remains solely responsible for all such Taxes even if AVFUEL, through inadvertence, error or otherwise, fails to include any such Taxes in its invoices to the Customer.

Customer Initial ______

Accordingly, if, subsequent to the issuance of any invoice, the Taxing Authority or AVFUEL advises the Customer of additional Taxes payable with respect to that invoice, then the Customer shall promptly pay such additional Taxes. The Customer shall indemnify AVFUEL from any liability for any Taxes payable by the Customer and, except as provided below, for any interest, penalties or other charges assessed with respect to those Taxes. The Customer's indemnity shall extend to any Taxes which should have been collected by AVFUEL but were not included by AVFUEL in its invoice to the Customer and any Taxes which are assessable against the Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes. The Customer's indemnity shall also extend to any Taxes for which an exemption had been claimed but which are subsequently assessed by a Taxing Authority based upon its rejection of the claimed exemption for the Equipment or the Customer. AVFUEL will indemnify and hold the Customer harmless from any interest, penalties or similar charges which are assessed against the Customer as a result of the late payment of any Taxes if AVFUEL is required under applicable law to collect such Taxes from the Customer but, as a result of the negligence or willful misconduct of its employees, AVFUEL failed to include such Taxes in its invoice to the Customer.

10. EVENTS OF DEFAULT. The following are Events of Default: Failure to pay when due any rental or other sum for which Customer is obligated hereunder; the failure of Customer to observe or perform any other obligations or covenants contained herein or in the AFSA currently in force between the parties hereto; Customer's use of leased equipment for dispensing petroleum products purchased from any one other than Avfuel; the voluntary filing by Customer seeking protection from creditors under the United States Bankruptcy Code or under state laws designed for the protection of debtors; the adjudication of a court or tribunal that Customer is insolvent; the assignment of Customer's assets for the benefit of creditors; the appointment of a trustee, receiver, or other representative to control or operate all or a substantial part of Customer's property; the occurrence of any event or events which, in the sole opinion of Avfuel, would have a material adverse effect upon the ability of Customer to meet its future obligations hereunder.

11. RIGHTS ON DEFAULT. IN THE EVENT OF DEFAULT, AVFUEL MAY, UPON ~~ORAL OR~~ WRITTEN NOTICE TO CUSTOMER, DECLARE THIS AGREEMENT TERMINATED AND CANCELED AS OF THE DATE OF SUCH DEFAULT OR AS OF A SUBSEQUENT DATE SPECIFIED IN AVFUEL'S NOTICE OF TERMINATION TO CUSTOMER. In such event, Avfuel or its agents or employees may, without further notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein. No waiver of any breach hereof shall be deemed to constitute a waiver of any other breach hereof, and forbearance to enforce a remedy herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Aviation fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

12. INSURANCE. Prior to the effectiveness of this Agreement, Customer shall secure at its cost, the following insurance and furnish Avfuel a Certificate of Insurance, evidencing: (1) commercial general liability insurance, including aircraft products liability, with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (3) workers compensation covering all employees of Customer; and (4) physical damage coverage covering the value of the leased equipment Insurance policies shall be issued by insurance companies acceptable to Avfuel, shall name Avfuel as additional insured, or loss payee as the case may be, and shall provide for at least thirty (30) day's written notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this lease and until all of its obligations hereunder have been released by Avfuel.

13. INDEMNIFICATION. Customer agrees to indemnify and hold Avfuel and/or the owner of the Equipment harmless from and against any and all claims, liabilities, losses, expenses (including attorney's fees), obligations and causes of action for injury to or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of the Equipment, except as resulting from the negligence of AVFUEL, its employees, or agents.

14. The Standard Provisions of Contract of the AFSA, current edition, are incorporated herein by reference and are a part of this Agreement.

Customer Initial _______

AVFUEL CORPORATION
AVIATION REFUELER LEASE AGREEMENT
Summary of Terms and Conditions

Avfuel Number/Description	*Vin Number*	*Monthly Rental*
#1015/1995 Ford 1000 Gallon	**A11894**	**$600.00**

Customer: Fayetteville Municipal Airport
4500 S School Ave Suite F
Fayetteville, AR 72701

Airport Location: Fayetteville, AR

The terms and conditions governing this Agreement are set forth above and on the following page(s), which are made a part of this Agreement.

ACCEPTED BY: ____________________
Customer Signature
By: ____________________
Print Name
Its: ____________________
Title

AVFUEL CORPORATION: ____________________
By: ____________________
Its: ____________________

The reference date of this Agreement is; 10/9/01 effective date is such date or ____________________

TERMS AND CONDITIONS

1. EQUIPMENT. Avfuel agrees to deliver and Lease the foregoing Equipment to Customer for it's sole use, subject to the following terms and conditions.

2. RENTAL. Customer hereby agrees to pay Avfuel in advance the monthly rentals shown above, prorated for any partial month. Avfuel may increase the rent ~~during the term of the Lease~~ once annually upon ~~30~~ 60 days written notice.

3. TERM: This lease is for the term of one (1) year commencing on the effective date set forth above, and shall thereafter automatically renew month-to-month unless either party shall give notice of intention to terminate. Notice to terminate shall be given in writing not less than thirty (30) days prior to the termination date, which shall be specified in the notice. The foregoing notwithstanding, if there is in effect between the parties an Aviation Fuel Supply Agreement ("AFSA"), this Lease shall terminate, without notice, as of the date the AFSA expires or is terminated in accordance with its terms unless a new or renewal AFSA shall have taken effect between the parties. If Avfuel increases the rent as allowed in section 2, Customer may notify Avfuel no less than 15 days before the increase is to take effect that it no longer wishes to rent the equipment if the rate increase goes into effect. If Avfuel rescinds the rate increase, the lease continues in effect at the then in effect rates, if it does not rescind the increase, the lease expires on the date the increase goes into effect.

4. RETURN OF EQUIPMENT. Upon termination of this Agreement Customer shall ~~deliver and~~ return the Equipment to Avfuel's ~~place of business in Ann Arbor, Michigan (or Abilene, Texas)~~ in as good condition as when Customer received it, normal wear and tear accepted. Failure to return the Equipment shall be deemed a breach of this Lease. Notwithstanding such breach, Avfuel may, without foregoing any other remedies available to it, treat the Agreement as continuing from month to month under the same terms and conditions as were in effect at the end of the lease term. Nothing herein shall require that Customer perform the repair or maintenance obligations of Avfuel under the provisions of Section 7 below
Avfuel shall be Responsible for Shipping.

5. TITLE TO: EQUIPMENT. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or it's rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances.

6. USE. The Equipment shall be used solely by Customer or its representatives at the above airport, solely for handling aviation fuels supplied to Customer by Avfuel and shall not be moved from said airport nor operated on any public road without the prior written consent of Avfuel. No fuel delivered by any other supplier shall be introduced into the Equipment. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

7. MAINTENANCE.

7.1 Except as noted in 7.3 below, the Customer will maintain the Equipment in a condition equivalent to that as of the day of this Lease Agreement, normal wear and tear excepted, and, to that end, will, in accordance with the terms of maintenance described in the bid proposal, ~~at the Customer's sole expense~~, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of refuelers. Customer shall keep complete and accurate maintenance records and AVFUEL shall be entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At AVFUEL'S option, any item of repair or maintenance which would be the responsibility of Customer may be performed by AVFUEL and billed back to Customer as additional rent.

7.2 Customer shall be responsible for all tire maintenance, repair, and replacement. CHANGING A TIRE ON A REFUELER IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.

7.3 Except as noted in 7.5 below, Avfuel shall be responsible for the following repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after notice. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage which may be caused by or result to customer by reason of the fact that the equipment becomes inoperable.

7.4 Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the express written consent of Avfuel.

7.5 Customer shall promptly notify of the need for any repair or maintenance which is required and which is not the Customer's responsibility. If such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

8. WARRANTIES. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, NOR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT WHICH APPEARS AT THE BEGINNING HEREOF.

9. **"TAXES AND OTHER CHARGES'.** The Customer shall pay all taxes, assessments, fees and similar charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (the "Taxing Authorities") based upon leasing, delivery, use or sale of the Equipment (including, without limitation, sales taxes, use taxes, registration fees, transfer taxes or similar charges), excepting only taxes which are imposed upon AVFUEL based upon its net income or revenues. If the Taxing Authority collects the Taxes directly from the Customer, then the Customer shall pay all such Taxes on or before their due dates. If the Taxing Authority requires that the lessor or seller collect the Taxes from the lessee or purchaser at the time of lease or sale, then AVFUEL will attempt in good faith to include all such Taxes in its invoices to the Customer and the Customer shall pay all such invoices on or before their due dates. (In its invoices, AVFUEL will identify those Taxes as separate items.) If the Customer is entitled to an exemption from any Taxes which the Taxing Authority requires to be collected by the lessor or seller, then, in order to permit AVFUEL to not collect those Taxes, the Customer shall obtain and provide to AVFUEL current and valid exemption certificates with respect to those Taxes. The Customer acknowledges that it remains solely responsible for all such Taxes even if AVFUEL, through inadvertence, error or otherwise, fails to include any such Taxes in its invoices to the Customer.

Customer Initial _______

Accordingly, if, subsequent to the issuance of any invoice, the Taxing Authority or AVFUEL advises the Customer of additional Taxes payable with respect to that invoice, then the Customer shall promptly pay such additional Taxes. The Customer shall indemnify AVFUEL from any liability for any Taxes payable by the Customer and, except as provided below, for any interest, penalties or other charges assessed with respect to those Taxes. The Customer's indemnity shall extend to any Taxes which should have been collected by AVFUEL but were not included by AVFUEL in its invoice to the Customer and any Taxes which are assessable against the Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes. The Customer's indemnity shall also extend to any Taxes for which an exemption had been claimed but which are subsequently assessed by a Taxing Authority based upon its rejection of the claimed exemption for the Equipment or the Customer. AVFUEL will indemnify and hold the Customer harmless from any interest, penalties or similar charges which are assessed against the Customer as a result of the late payment of any Taxes if AVFUEL is required under applicable law to collect such Taxes from the Customer but, as a result of the negligence or willful misconduct of its employees, AVFUEL failed to include such Taxes in its invoice to the Customer.

10. EVENTS OF DEFAULT. The following are Events of Default: Failure to pay when due any rental or other sum for which Customer is obligated hereunder; the failure of Customer to observe or perform any other obligations or covenants contained herein or in the AFSA currently in force between the parties hereto; Customer's use of leased equipment for dispensing petroleum products purchased from any one other than Avfuel; the voluntary filing by Customer seeking protection from creditors under the United States Bankruptcy Code or under state laws designed for the protection of debtors; the adjudication of a court or tribunal that Customer is insolvent; the assignment of Customer's assets for the benefit of creditors; the appointment of a trustee, receiver, or other representative to control or operate all or a substantial part of Customer's property; the occurrence of any event or events which, in the sole opinion of Avfuel, would have a material adverse effect upon the ability of Customer to meet its future obligations hereunder.

11. RIGHTS ON DEFAULT. IN THE EVENT OF DEFAULT, AVFUEL MAY, UPON ~~ORAL OR~~ WRITTEN NOTICE TO CUSTOMER, DECLARE THIS AGREEMENT TERMINATED AND CANCELED AS OF THE DATE OF SUCH DEFAULT OR AS OF A SUBSEQUENT DATE SPECIFIED IN AVFUEL'S NOTICE OF TERMINATION TO CUSTOMER. In such event, Avfuel or its agents or employees may, without further notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein. No waiver of any breach hereof shall be deemed to constitute a waiver of any other breach hereof, and forbearance to enforce a remedy herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Aviation fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

12. INSURANCE. Prior to the effectiveness of this Agreement, Customer shall secure at its cost, the following insurance and furnish Avfuel a Certificate of Insurance, evidencing: (1) commercial general liability insurance, including aircraft products liability, with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than $1,000,000 combined single limit for bodily injury and property damage; and (3) workers compensation covering all employees of Customer; and (4) physical damage coverage covering the value of the leased equipment Insurance policies shall be issued by insurance companies acceptable to Avfuel, shall name Avfuel as additional insured, or loss payee as the case may be, and shall provide for at least thirty (30) day's written notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this lease and until all of its obligations hereunder have been released by Avfuel.

13. INDEMNIFICATION. Customer agrees to indemnify and hold Avfuel and/or the owner of the Equipment harmless from and against any and all claims, liabilities, losses, expenses (including attorney's fees), obligations and causes of action for injury to or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of the Equipment, except as resulting from the negligence of AVFUEL, its employees, or agents

14. The Standard Provisions of Contract of the AFSA, current edition, are incorporated herein by reference and are a part of this Agreement.

Customer Initial ________

SPECIFICATIONS
AVIATION GASOLINE; JET FUEL

	Specs Met Yes	Specs Met No
FUEL		
The aviation gasoline required by the Fayetteville Municipal Airport is know as "AVGas"; the Jet Fuel required is known as "Jet A", with fuel additive (such as Prist) to provide protection from microbial growths and for fuel system icing protection as approved by the FAA.	___	___
REFUELER REQUIREMENTS		
Supply on lease, and maintain refueler trucks. A. AvGas 100LL refueler 1200 gal (approx) capacity B. Jet A refueler 2200 gal (approx) capacity	___	___
Provide complete maintenance of refueler trucks included: All mechanical; engine, drive train, lights, brakes, transmission, electrical system. List any items not covered.	___	___
Piping, fuel lines, meters, hoses, and hose reels shall be well maintained. New aviation hoses, filter elements and nozzles shall be furnished as needed to meet the aviation fuel suppliers specifications.	___	___
Special markings such as valve operating instructions and emergency valve decals will be maintained.	___	___
Fuel farm maintenance program: provide regular and necessary maintenance inspection of fuel farm, filters, hoses, pumps, nozzles, safety checks, calibration, inspections and other tasks necessary for the continuing safe operation of and re-certification of the airport fuel farm.	___	___

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF October 16, 2001 **MAYOR'S APPROVAL** __________

FROM:

Steve Davis — Name
Budget — Division
Budget/Research — Department

ACTION REQUIRED: A Resolution Authorizing Payment Of The Legal Expenses of Bekka Development Corporation Related To The Town Center Suit In The Amount Of $472.50

COST TO CITY:
$472.50

Cost of this Request:	Category/Project Budget: 34098	Category/Project Name: Services + Charges
Account Number:	Funds Used to Date: 19576	Program Name:
Project Number:	Remaining Balance: 14522	Fund: Town Center

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date: 10/4/01	Internal Auditor	Date: 10/4/01
City Attorney	Date: 10/04/01	ADA Coordinator	Date:
Purchasing Officer	Date:		

STAFF RECOMMENDATION:

Division Head — Date

Department Director — Date

Administrative Services Director — Date: 10/5/01

Mayor — Date: 10/5/01

CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: __________

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING PAYMENT OF THE LEGAL EXPENSES OF BEKKA DEVELOPMENT CORPORATION RELATED TO THE TOWN CENTER SUIT IN THE AMOUNT OF $472.50

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes payment of the legal expenses of Bekka Development Corporation related to the appeal of the Town Center suit in the amount of $472.50.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

Bekka
C. 10. Page 3

SEP 05 2001
CITY OF ... MAYOR'S ...

BDC

BEKKA DEVELOPMENT CO.

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

September 4, 2001

Hon. Mayor Dan Coody
City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

RE: Parking Losses and Attorney Fees

Dear Mayor Coody:

I am enclosing the report on the parking losses for Executive Square from January 2001 through July 2001. The total lost for that period was $1,760.00. Now that we have our parking back there should not be any other losses for the parking.

Processed
No duplication from earlier payment.

Our legal expenses related to the Town Center Lawsuit are for $472.50 to date. At Kit Williams suggestion, I talked to Woody Bassett about their law firm representing BEKKA Development Co. during the appeal process, but they believe that it would be a conflict of interest for them to also represent us. Woody agreed to provide Jack Butt a draft of their Brief as soon as possible and Jack will spend the minimum amount of time on the BEKKA Brief. We have all tried to keep these expenses as low as possible.

As per our Lease Agreement of October 22, 1998, BEKKA Development Co. is requesting reimbursement of the Parking and Legal expenses. We appreciate your assistance in this matter. Please let me know if there are any questions.

Yours truly,

Dianne C. Boyd

Dianne C. Boyd

Enclosure

Cc: Mr. E. G. Bradberry
Mr. John Bradberry

Kit,
The City has already paid (reimbursed) the Legal expense portion of the attached resolution. Do we need City Council approval for additional reimbursements?
Steph

RESOLUTION NO. ~~22-01~~ 30-01

A RESOLUTION AUTHORIZING PAYMENT OF THE LEGAL EXPENSES OF BEKKA DEVELOPMENT CORPORATION RELATED TO THE TOWN CENTER SUIT IN THE AMOUNT OF ~~$8,545.35.~~ 472.50

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

$472.50 the appeal

Section 1: That the City Council hereby authorizes payment of the legal expenses of Bekka Development Corporation related to ~~its defense~~ of the Town Center suit in the amount of ~~$8,545.35~~. A copy of the invoice is attached hereto marked Exhibit "A" and made a part hereof and a copy of the adjusted budget is attached hereto marked as Exhibit "B" and made a part hereof.

PASSED AND APPROVED this 26 day of March, 2001.

APPROVED:

By: Dan Coody
DAN COODY, Mayor

ATTEST:

By: Heather Woodruff
Heather Woodruff, City Clerk

paid 8545.35 3/25/01

AD 01-43
C.1. Page 1

R_______

OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: (AD 01-43) Approval of ~~a resolution~~ an ordinance to update and revise the Flood Damage Prevention Code (Chapter 168 of the UDO) by adopting the Flood Hazard Study, Phase IV and amended Phase I, provided by the US Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.

COST TO CITY:

$		
Cost of this Request	Category/Project	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	10/2/01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Pursuant to Chapter 168 of the UDO, Section F (2) of the City of Fayetteville Flood Prevention Code, the Floodplain Administrator hereby recommends that the City Council adopt the Flood Hazard Study, Phase IV and revised Phase I completed by the US Army Corps of Engineers and forwarded to the City August 2001 as the most current data available for managing floodplains within the City of Fayetteville.

Division Head	10-1-01 Date
Department Director	10-2-01 Date
Administrative Services Director	10/3/01 Date
Mayor	10/3/01 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Sara Edwards, Associate Planner SE
THRU:	Hugh Earnest, Urban Development Director Tim Conklin, City Planner TC
DATE:	October 1, 2001

BACKGROUND:

The Corps of Engineers recently completed Phase IV of a flood hazard study for the tributaries to the White River. This study provides more detailed information to better protect and manage Fayetteville's floodplains. The Flood Damage Prevention Code mandates that when more detailed information becomes available it must be adopted by the City Council in order to be used for floodplain management. This information is also being submitted to FEMA to be incorporated into the official flood insurance rate maps for the City.

The Corps of Engineers has also provided the City new floodplain information which amended the Phase I study that has already been incorporated into the official flood insurance rate maps. This new floodplain information will also be provided to FEMA.

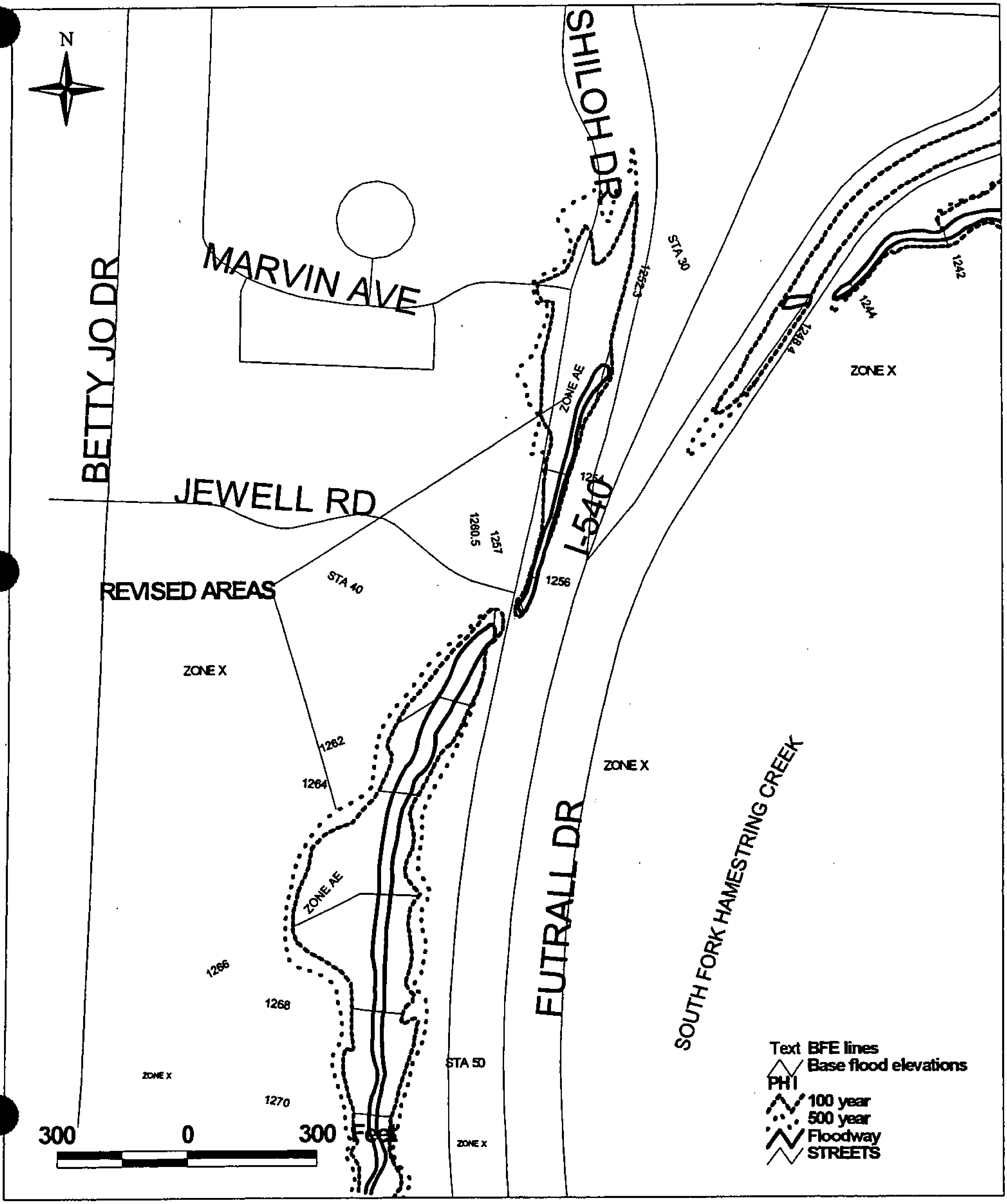
CURRENT STATUS

The Corps of Engineers has provide the City new floodplain information in the form of maps and digital data which must be adopted by the City Council in order to be utilized by the Floodplain Administrator.

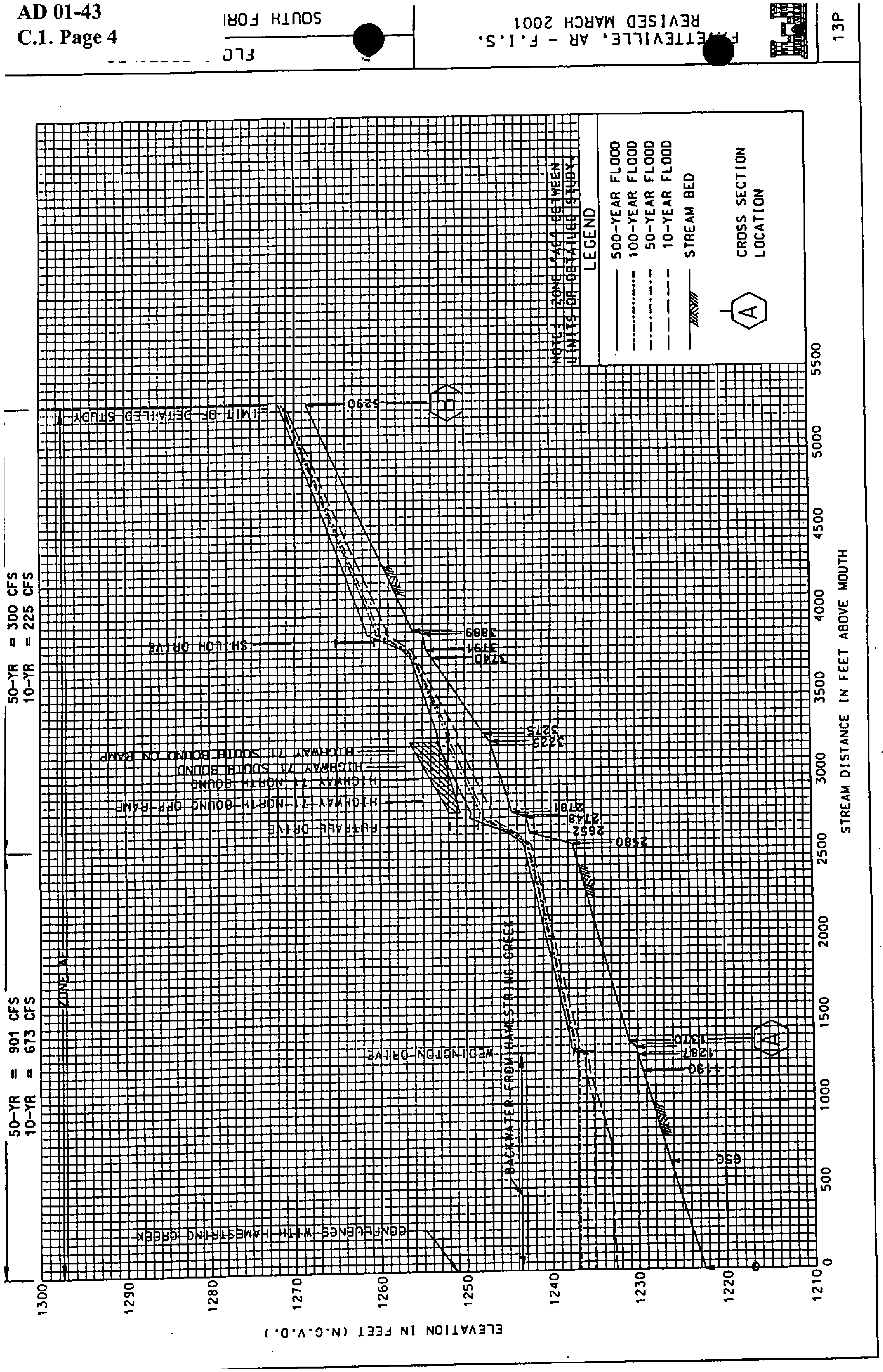
RECOMMENDATION

Staff recommends adoption of the more detailed studies in order to utilize the information for more effective floodplain management.

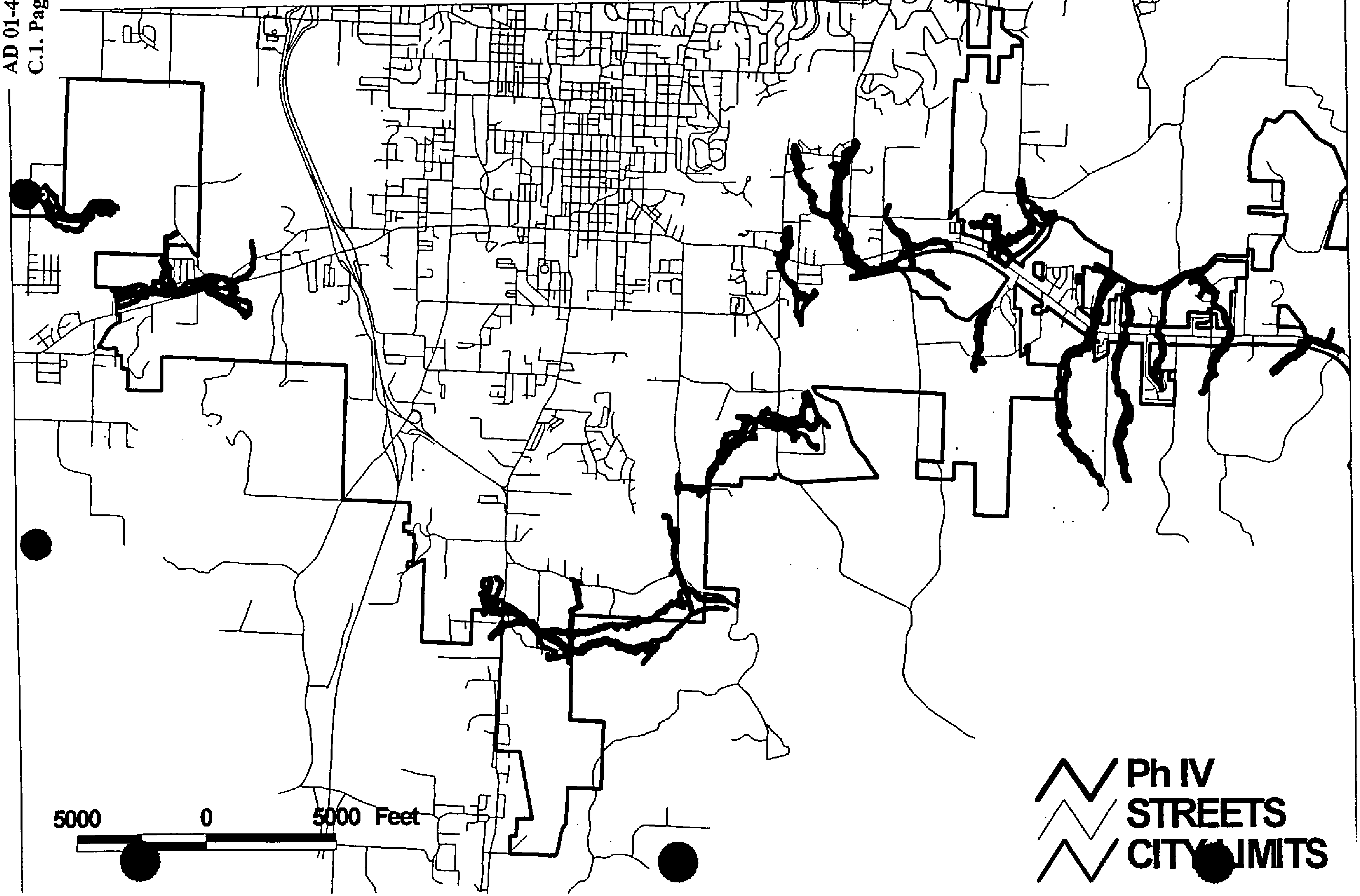
PHASE I REVISED STU



AD 01-43
C.1. Page 4



PHASE IV STUDY



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, City Planner
THRU: Hugh Earnest, Urban Development Director HE
DATE: October 5, 2001

BACKGROUND

RZN 01-16.00: Rezoning was submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Hwy 265. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

The Millennium Place commercial (C-1 and R-O) subdivision was recently completed and is beginning to build out. The subject property is lot 11 of this subdivision and is located at the southeast corner of Millennium Drive and Hwy 265. Surrounding lots within the subdivision are vacant at this time, as is commercially zoned (C-1) property across Hwy 265 to the east. South of the site is a White Oak Station, gas station/convenience store and a carwash.

The applicant is requesting a rezoning for this tract to C-2, Thoroughfare Commercial with a bill of assurance to allow only a liquor store in this location. Should the site not develop as a liquor store or should it redevelop in the future, only uses permitted in the C-1 zoning district would be permitted with the proposed bill of assurance.

The same request was made earlier this year and withdrawn prior to Planning Commission consideration. The same prospective tenant is now bringing this request forward with a new property owner.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted 6-0-0 to recommend the City Council approve the requested rezoning.

RECOMMENDATION

Approval of the requested rezoning based on the findings included as part of the staff report.

H:\USERS\COMMON\DAWNT\REPORTS\PC\9-24-01\lazenby_millennium City Council.wpd

RZN 01-16
C. 2. Page 2

STAFF REVIEW FORM

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover (Hwy 265). The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

COST TO CITY:

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

ET 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	10/02/01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted 6-0-0 to recommend approval with a Bill of Assurance as offered by the applicant and to forward the rezoning to the City Council.

Division Head	10-1-01 Date
Department Director	10-02-01 Date
Administrative Services Director	10/3/01 Date
Mayor	10/3/01 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:___

Orig Contract Date:___

Orig Contract Number:___

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-16.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.70 ACRES FOR PROPERTY LOCATED AT THE SW CORNER OF MILLENNIUM DRIVE AND CROSSOVER (HWY 265), FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY RONNIE BALL ON BEHALF OF WILLIAM LAZENBY.

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

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

From C-1, Neighborhood Commercial to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By:____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

RZN 01-16.00: Rezoning (Lot 11 Millennium Place, pp 177) was submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover (Hwy 265). The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Hoffman: Our second item of new business is a rezoning request. We have Rezoning 01-16.00 which was submitted by Ronnie Ball on behalf of Bill Lazenby for property located at the southwest corner of Millennium Drive and crossover which is Hwy. 265. The property is zoned C-1, Neighborhood Commercial and contains approximately .70 acres. This request is to rezone to C-2, Thoroughfare Commercial. Tim, do you want to give us any information?

Conklin: The applicant has offered a bill of assurance for this piece of property limiting the uses to those uses allowed in C-1 zoning district and to allow for a liquor store. The purpose of the rezoning is to rezone to C-2 in order to establish a liquor store at this location. That is the reason for the rezoning. C-1 zoning does not allow for the liquor store use. That is why the applicant has applied for the rezoning this evening.

Hoffman: We have that letter of assurance in our packet I believe?

Conklin: Yes, the City Attorney and staff and the applicant are going to need to get together prior to this being submitted for City Council approval if you do recommend approval to clarify some of that language in the bill of assurance but the offer is to limit it just to the liquor store.

Hoffman: Let me at this time remind the Commission and the applicant that a rezoning request requires to be forwarded to City Council, it requires five positive votes. We have six members present tonight so I say that only to let you take the chance if you are uncertain about the number of Commissioners absent, you can delay your request or we can continue with it tonight. Would you like to continue? Yes. Ok, we'll go on then. Does the applicant have a presentation? Would you like to come forward and we can have a presentation or we can just have you answer questions whichever you prefer.

Lazenby: I'm William Lazenby, Bill Lazenby, you have a copy of this in your pack?

Hoffman: I think we got that at agenda.

Lazenby: I think it has all be said. I just proposed to build a building there to be leased to a liquor store and to answer any questions anybody might have on it.

Hoffman: Ok, thank you very much.

Conklin: I just want to make sure that the Commission is aware and the public that your elevations and site plan that you have submitted have not been reviewed for compliance with our ordinances. There will be changes that will need to have to be made to that site plan most likely with regard to elevations, possibly some changes there. Tonight the Commission is asked to decide whether or not to recommend the change of zoning to the C-2 with a bill of assurance.

Hoffman: This rezoning request will be the only time that the Planning Commission will hear anything on this project, the size of the lot would then indicate that it does not come back through large scale development and all of that would be handled at staff level. Is there any public comment? Would anybody care to address us on this matter? Ok, seeing none, I'll bring it back to the Commission for questions for the applicant.

Bunch: On page 2.7 on the bill of assurance, previously when we had looked at this item and it was removed from the agenda. The language had been such that if for some reason a liquor store would not longer be at this location for whatever reason, then the rezoning would revert to C-1 from the C-2. I do not see that language in this bill of assurance.

Conklin: Let me try to answer that and I think I will let Kit follow up on what I'm about to say. Jerry Rose has always indicated to the Planning Division that ordinances can not revert automatically. Once it is rezoned the only way to change the zoning back to C-1 is to actually have the City Council pass an ordinance. I'm not sure what Mr. Williams' opinion of ordinances that actually change back if that could happen or not, but typically those are the types of bills of assurances that we've had. That is the legal interpretation I've had from Jerry Rose, our previous City Attorney.

Williams: I think I would agree with Mr. Rose's interpretation on that. Obviously, the City Council can change ordinances. I don't think you can make an ordinance automatically change itself in the future because of what someone not on the City Council would do. There could be something in this bill of assurance that the petitioner would agree to request a rezoning back to C-1 so that it would kind of be a reversion if the liquor store was not there.

Marr: Tim, just a question for me without digging through this. What other use by right or permitted uses are allowed in a C-2 that are not allowed in a C-1? Does an adult live entertainment club or bar in a C-1? Outdoor advertising, which of these items would not be in a typical C-1?

Conklin: Probably the most typical ones are the new and used car sales, an upcoming agenda item, they're asking for a C-2 for hotel/motel type uses. Those are the type of uses that are not allowed in a C-1. Dance halls are allowed as a conditional use in a C-2. They could apply for a conditional use for that type of use.

Marr: Why would we choose to rezone this C-2 verses some type of conditional use within a C-1 for this particular use?

Conklin: We don't have a conditional use procedure to allow liquor stores in C-1 zoning districts.

Marr: So this is the only way that can happen?

Conklin: That's the only way that can happen. For staff, when we were approached about this, a liquor store probably does serve residential areas. It probably does fit in with a neighborhood commercial use area. There is a liquor store on the corner of Hwy. 45 and Hwy. 265, that happens to be zoned C-2, that corner where Harps is located. The opposite corner where the Wal-Mart Neighborhood Market is is zoned C-1. For example, you would not be able to have a liquor store on that corner but you can have one across the street. I think it does provide a neighborhood retail type use that serves the residents of nearby areas. That is why staff is recommending this with a bill of assurance.

Marr: I guess my comments, I certainly support this use and this development here. I would I guess recommend that maybe we make a recommendation or bring forth a change that would look at putting that use possibly within a C-1. I don't like the idea, even though I'll vote for it because it is the only way we can deal with it today, for instance, some of these other options that are in a C-2 that I don't necessarily think are appropriate.

Hoffman: Thank you, Commissioners, anybody else? Questions for the applicant? I will entertain some motions. Is there any member of the public wanting to address us on this?

MOTION:

Marr: I will move for approval of RZN 01-16.00 based on the staff recommendation with a bill of assurance that is offered by the applicant.

Bunch: I'll second.

Hoffman: I have a motion by Commissioner Marr and a second by Commissioner Bunch that would approve this rezoning to be forwarded to City Council subject to all of the staff comments and the bill of assurance. Anymore comments?

Bunch: I will concur with Commissioner Marr and also give information to our planning staff. I believe that this is one item that serves neighborhoods and that we should have it on a conditional use for C-1. I would support having that changed and forwarding it to the City Council, have it prepared and brought to us and then forward us to the City Council for their consideration.

Hoffman: I concur, I think it is a great idea, we've brought up spot zoning before which is not popular here in Fayetteville. You know, conditional uses or some other method like that would preclude the less desirable uses I think would be a great idea.

Marr: Didn't we actually look at, we revisited uses by right in zoning districts last year I think even, we made some changes to various zonings. I think it is just one we didn't catch. It is certainly one that would have fallen in the same category as something like dry-cleaning and some of the other things that we made changes to.

Hoffman: Call the roll please.

ROLL CALL: Upon the calling of roll RZN 01-16.00 was approved 6-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 24, 2001

RZN 01-16.00: Rezoning (Lot 11 Millennium Place, pp 177) was submitted by Ronnie Ball on behalf of William Lazenby for property located southwest corner of Millennium Drive and Hwy 265. The property is zone C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

RECOMMENDATION:

Staff recommends approval of the requested rezoning with the bill of assurance as offered by the applicant based on the findings included as part of this report.

Note: A site plan for this project will be reviewed for compliance with City regulations at the time of building permit application. The site plan submitted as a part of this rezoning application has been reviewed for concept only. Commercial Design Standards for this commercial subdivision (Millennium Place) have been established through several large scale developments and adopted covenants. Compatibility with these design standards for this project is required.

PLANNING COMMISSION ACTION: **Required** **YES**

O Approved **O Denied**

Date: **September 24, 2001**

CITY COUNCIL ACTION: **Required YES**

O Approved **O Denied**

Date: October 16, 2001 (1st reading)

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LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-2, Thoroughfare Commercial, with the bill of assurance offered by the applicant, is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. This area serves as a commercial node and is an appropriate location for a mix of commercial uses.**

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

Finding: **The proposed zoning is needed in order for the applicant to build the proposed project. While there is a significant amount of undeveloped C-2 property within the city, there is not any C-2 property north of Mission Blvd. or east of Old Missouri Road in the northeastern part of the city.**

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

Finding: **The proposed zoning will not create or appreciably increase traffic danger and congestion. The applicant's preliminary site plan indicates that access will be from Millennium Drive with a cross-access connection to the gas station located immediately south of the subject property. No curb cut will be permitted on Hwy 265 in this location.**

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

Finding: **The proposed zoning will not alter population density.**

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

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

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

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

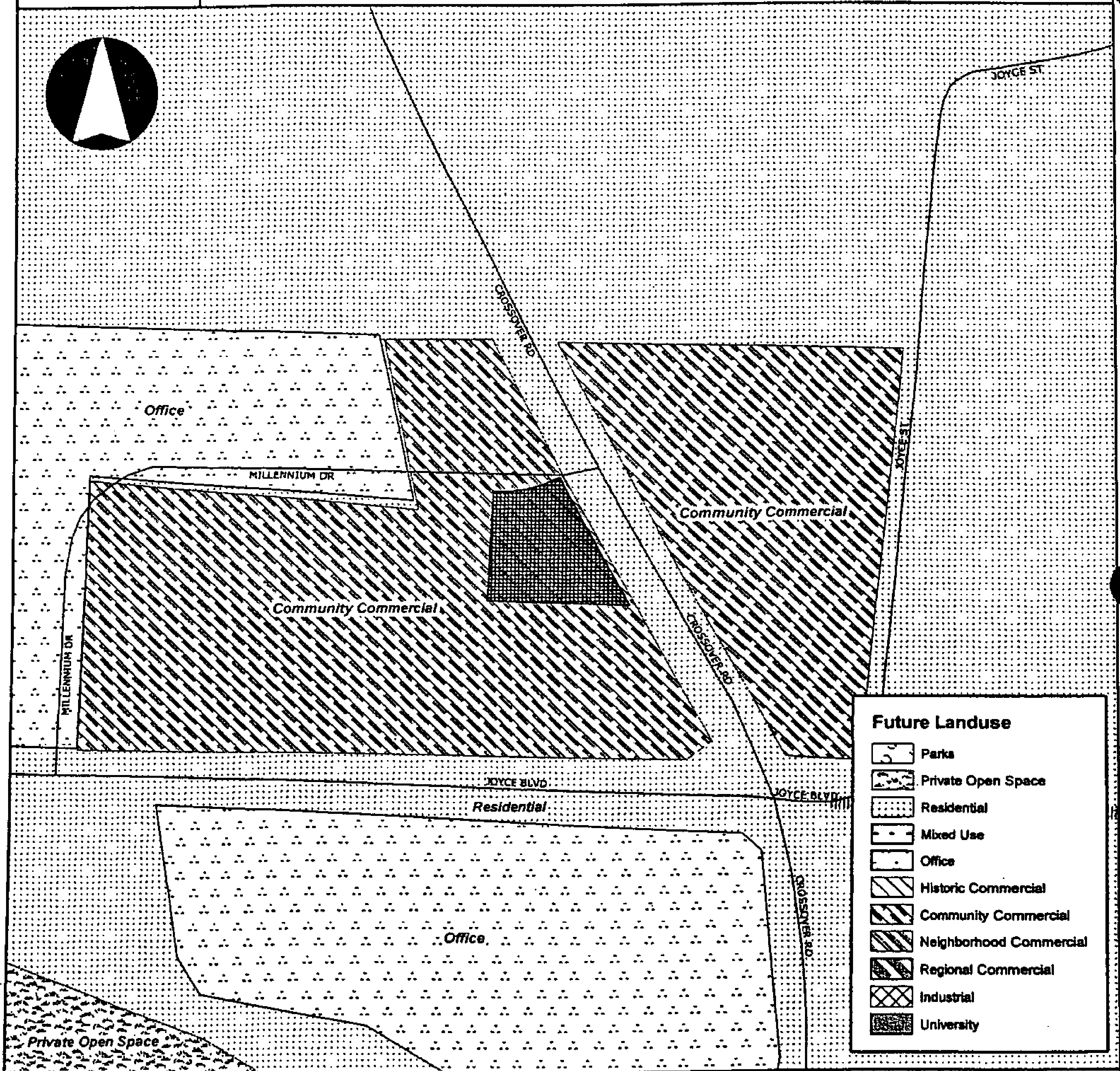
E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

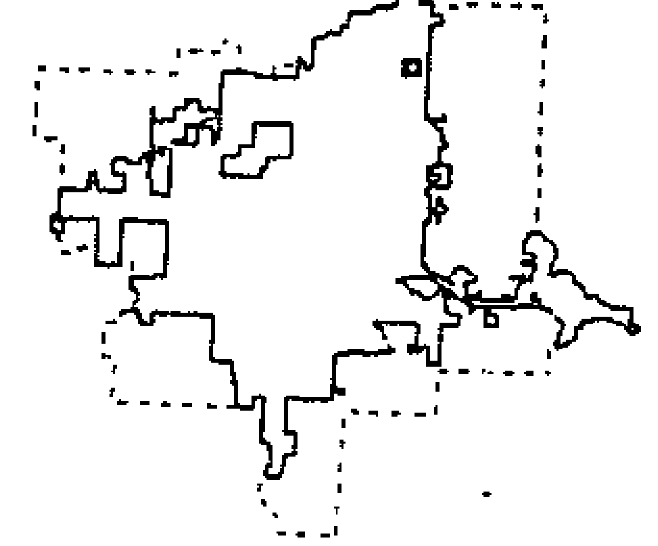
RZN01-16.00

Future Landuse

MILLENNIUM PLACE LOT 11



Overview



Legend

Subject Property RZN01-16.00

Streets Existing, Planned

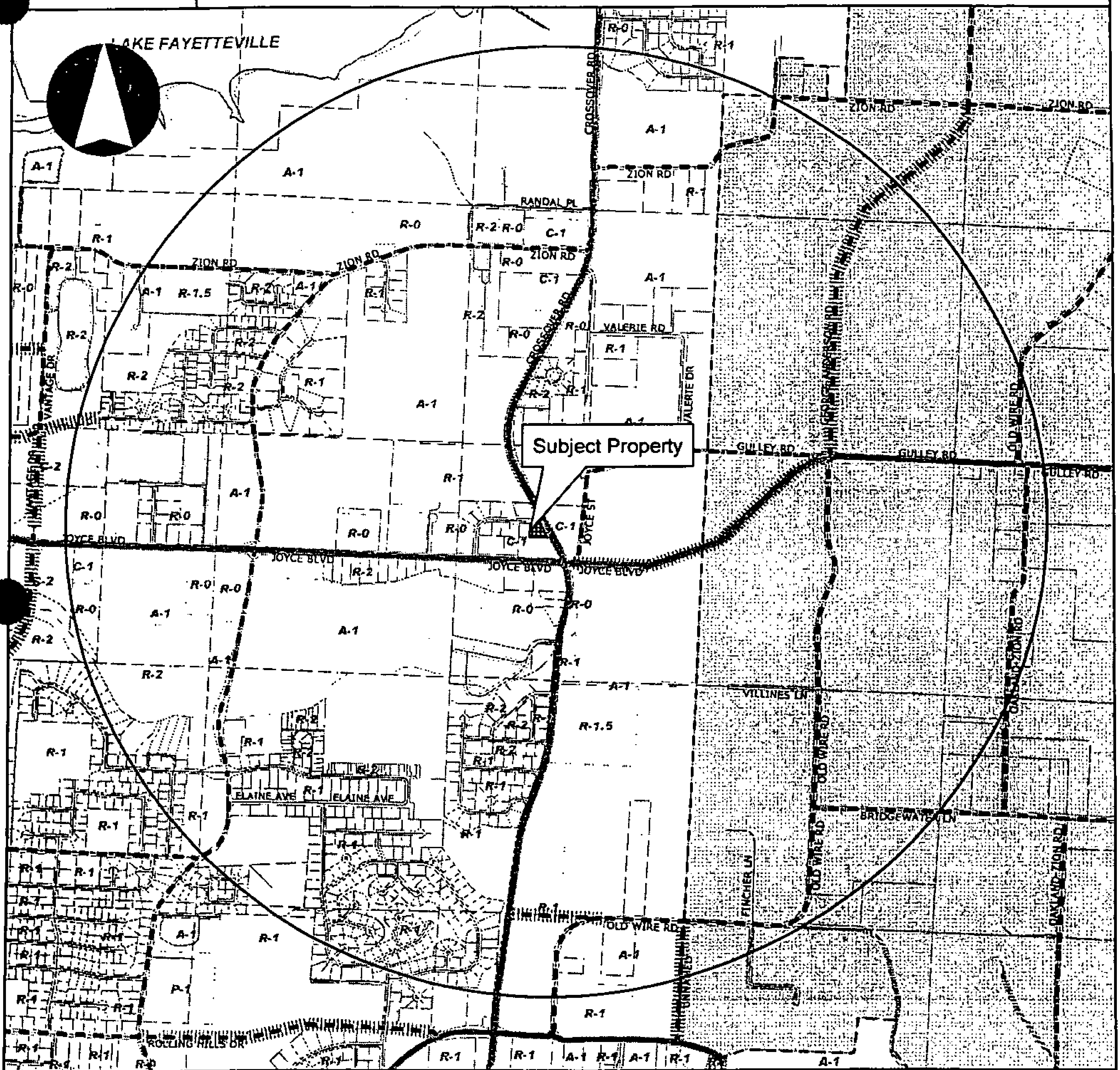
Boundary Planning Area, Overlay District, City Limits

0 50 100 200 300 400 Feet

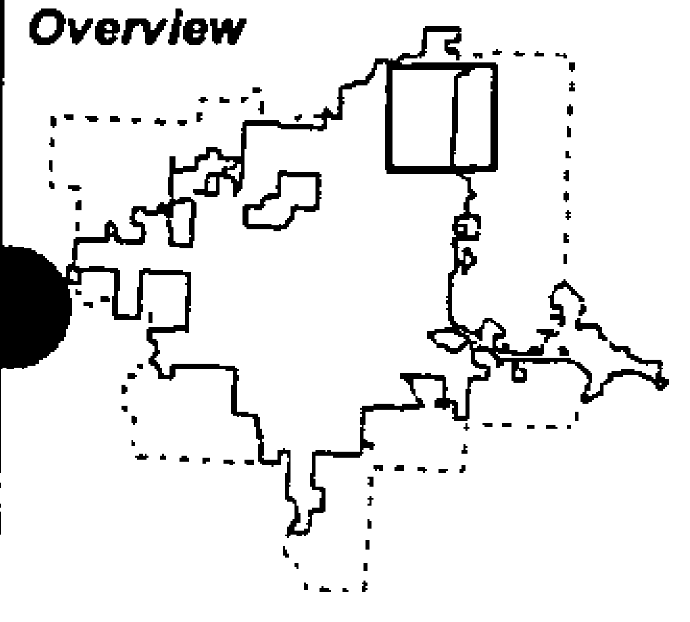
RZN01-16.00

One Mile View

MILLENNIUM PLACE LOT 11



Overview



Legend

Subject Property

rzn01-16.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

Planning Commission
September 24, 2001

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") William A. Lazenby, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/ Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to USE of C-1 ZONING plus Liquor Store.

2. Other restrictions including number and type of structures upon the property are limited to N/A.

3. Specific activities will not be allowed upon petitioner's property include N/A.

4. (Any other terms or conditions) ______.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, William Lazenby, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

10-2-01
Date

William Lazenby
Printed Name

1031 N. College
Address
Fayetteville Ark
72701

Signature

NOTARY OATH

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

And now on this the 2nd day of Oct, 2001, appeared before me, ______ and after being placed upon his/her oath swore or affirmed that he/she agreed to the terms of the above Bill of Assurance and signed his/~~her~~ name above.

NOTARY PUBLIC

My Commission Expires:
8-31-05

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, City Planner
THRU: Hugh Earnest, Urban Development Director
DATE: October 5, 2001

BACKGROUND

RZN 01-17.00: Rezoning was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located at the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is to rezone to R-2, Medium Density Residential.

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted 6-0-0 to recommend the City Council approve the requested rezoning.

RECOMMENDATION

Approval of the requested rezoning based on the findings included as part of the staff report.

RZN 01-17
C. 3. Page 2

STAFF REVIEW FORM

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZN 01-17.00 as submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located at the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is to rezone to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

ɜt Manager Administrative Services Director

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

Accounting Manager Date Internal Auditor Date

City Attorney 10/2/01 Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval and on September 24, 2001, Planning Commission unanimously voted 6-0-0 to recommend approval and to forward the rezoning to the City Council.

Division Head 10-1-01 Date

Department Director 10-02-01 Date

Administrative Services Director 10/3/01 Date

Mayor 10/3/01 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:_____

Orig Contract Date:_____

Orig Contract Number:_____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-17.00 FOR A PARCEL CONTAINING APPROXIMATELY 12.13 ACRES FOR PROPERTY LOCATED ON THE SE CORNER OF 15TH STREET AND BEECHWOOD AVENUE, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From R-1, Low Density Residential to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By:____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-17.00

A PART OF THE NW1/4 OF THE SE 1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE N.E. CORNER OF THE NW 1/4 OFTHE SE 1/4 OF SAID SECTION 20, THENCE N87°13'22"W 889.34 FET, AND THENCE S2°48'00"W 47.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE FOR 15TH STREET; THENCE S2°48'00" 950.22 FEET; THENCE S87°12'00"E 262.06 FEET TO THE CENTER LINE OF A DITCH; THENCE ALONG SAID CENTER LINE S30°46'23" W 43.82 FEET; THENCE S42°18'32" W 60.19 FEET; THENCE S3°00'17"W 234.86 FEET TO A POINT ON THE NORTH LINE OF MEADPOW VALE SUBDIVISION; THENCE ALONG THE NORTH LINE OF MEADOW VALE DUBDIVISION N87°09'34"W 220.24 FEET TO THE NW CORNER OF SAID SUBDIVISION; THENCE ALONG THE EAST RIGHT-OF-WAY OF ASHWOOD AVENUE N3°26'28"E 20.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY OF 18TH STREET N87°33'13"W 354.43 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 16 BYPASS N2° 11'12" E 1002.74 FEET; THENCE NORTHEASTERLY ALONG A 246.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 389.10 FEET; THENCE S 87°22'48"E 137.06 FEET TO THE POINT OF BEGINNING, CONTAINING 12.13 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

RZN 01-17.00: Rezoning (Beard/Center, pp 599) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is to rezone to R-2, Medium Density Residential.

Hoffman: I think we have a motion on each separate one and I would like to do item 3 next and then skip to 5, 3 being the other R-2, RZN 01-17.00 was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is to rezone to R-2, Medium Density Residential. Is there any public comment on this item? Mr. McClard, would you care to make any further comment? Alright, seeing none I will bring it back to the Commission. Staff, do we have any additional input?

MOTION:

Marr: Madam Chair, I recommend approval and recommendation to the City Council rezoning 01-17.00 based on the staff recommendations for approval and the findings all being met.

Bunch: I'll second.

Hoffman: I have a motion by Commissioner Marr and a second by Commissioner Bunch, is there further discussion?

ROLL CALL: Upon the calling of roll RZN 01-17.00 is approved and forwarded to City Council by a vote of 6-0-0.

Hoffman: Motion carries by a vote of six to nothing.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 24, 2001

RZN 01-17.00: Rezoning (Beard/Center, pp 599) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on southeast corner of 15th Street and Beechwood Avenue.. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is to rezone to R-2, Medium Density Residential.

RECOMMENDATION:

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

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

Date: September 24, 2001

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

Date: October 16, 2001 (1st reading)

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SURROUNDING LAND USE AND ZONING

North: Baum Baseball Stadium / Tyson Indoor Track Complex, I-1
South: Vacant, R-2
East: Vacant, I-1
West: Vacant, I-1

INFRASTRUCTURE:

Access to this site is from 15th Street. Razorback Road and Beechwood Ave. are also close to the subject property and will provide access to the general area. All nearby streets are designated on the City's adopted Master Street Plan as principal arterials or collectors.

Water: 8" line on east side of Razorback Rd.

Sewer: 10" line along 15th Street (Hwy 16)

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

FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. This area is designated Mixed Use on the City's adopted Future Land Use plan and including residential uses within this area will allow for a variety of uses which are accessible from several major streets as well as the University.**

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

Finding: **The proposed zoning is justified in that it is compatible with planning policies and the request is in keeping with the character and development patterns in the area.**

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

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

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

B. Uses.

1. Uses Permitted.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

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

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Lindsey & Associates, Inc.

COMMERCIAL / INDUSTRIAL DIVISION

3801 WEST WALNUT • ROGERS, AR 72756 • (501) 621-5400
1-800-658-4012 • FAX (501) 636-6317

September 4, 2001

The City of Fayetteville
Fayetteville Planning Commission
113 W. Mountain Street
Fayetteville, AR

RE: Rezoning for approximately 12.13 acres, located on the NE corner of Beechwood and 18th Street, Fayetteville, AR (See attached Exhibit A)

Gentlemen:

This date I have submitted an application for rezoning approximately 12.13 acres on Beechwood Street in Fayetteville.

The property is currently owned by Cynthia Beard, Trustee and Individually, and William M. Center III, Trustee and Individually. There is a contract pending for the sale of the property.

The property is currently zoned I-1. The prospective Buyers have requested the zoning change with the future expectation of developing the property medium density residential use. The property has road frontage on Beechwood and 18th Streets.

A change in the zoning will affect the surrounding property in that there will be commercial use on land that has been vacant. The land lies to the east side Beeachwood and North of 18th Street. Beechwood is a thoroughfare to I-540 and it is inevitable due to the location and growth of the area that traffic will increase even if this property is not developed at this particular time.

Water is available to the site at the intersection of Hwy. 16 and Beechwood (this services the Baldwin Piano facility) with an 8" line and at the far east end of 18th Street with a 2" line.

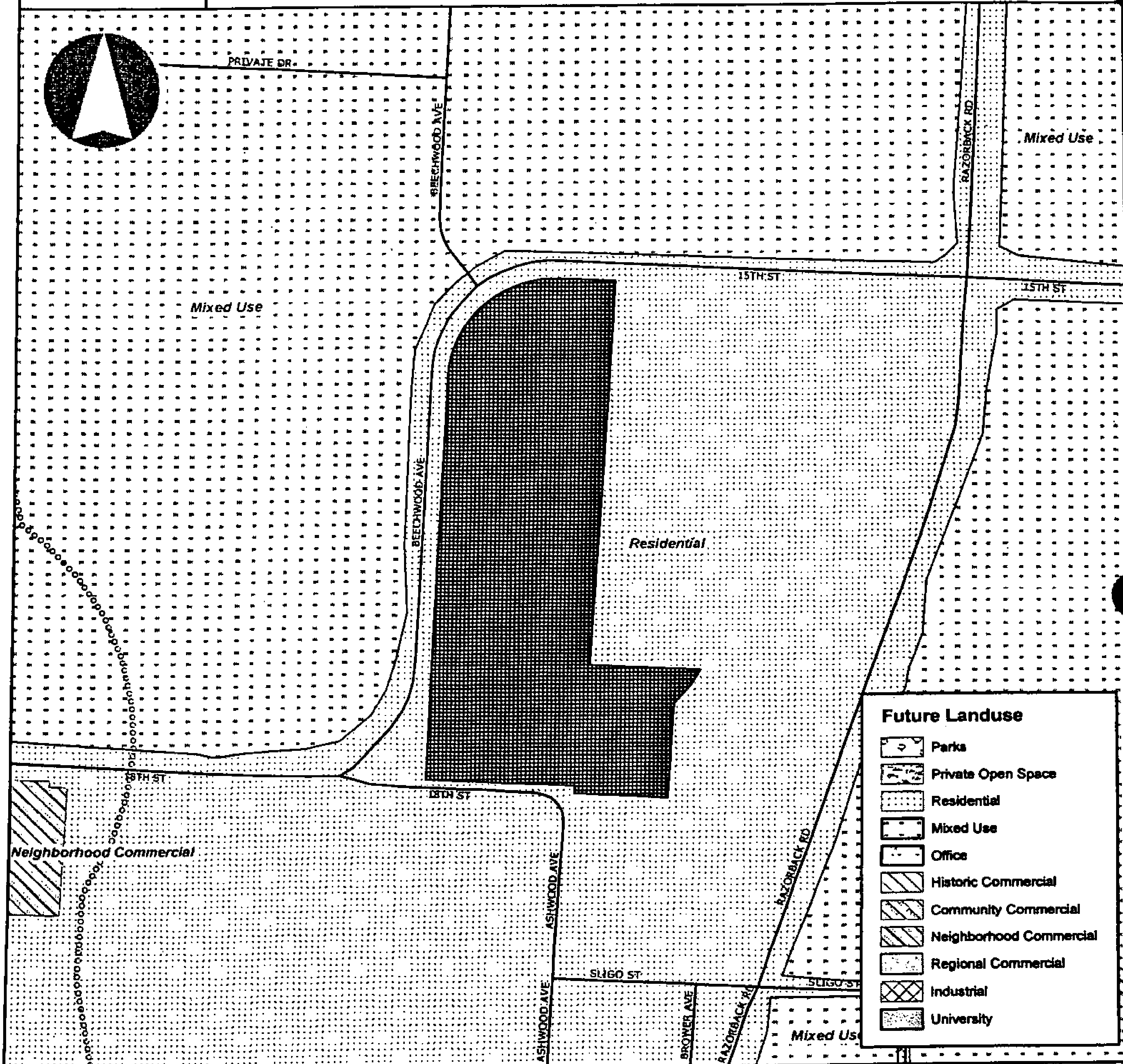
CCIM INDIVIDUAL MEMBER

SIOR INDIVIDUAL MEMBER

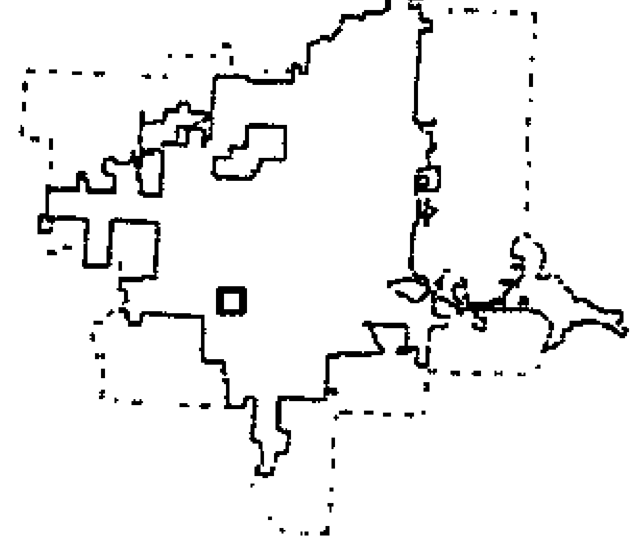
RZN 01-17.00

Future Landuse

BEARD / CENTER



Overview



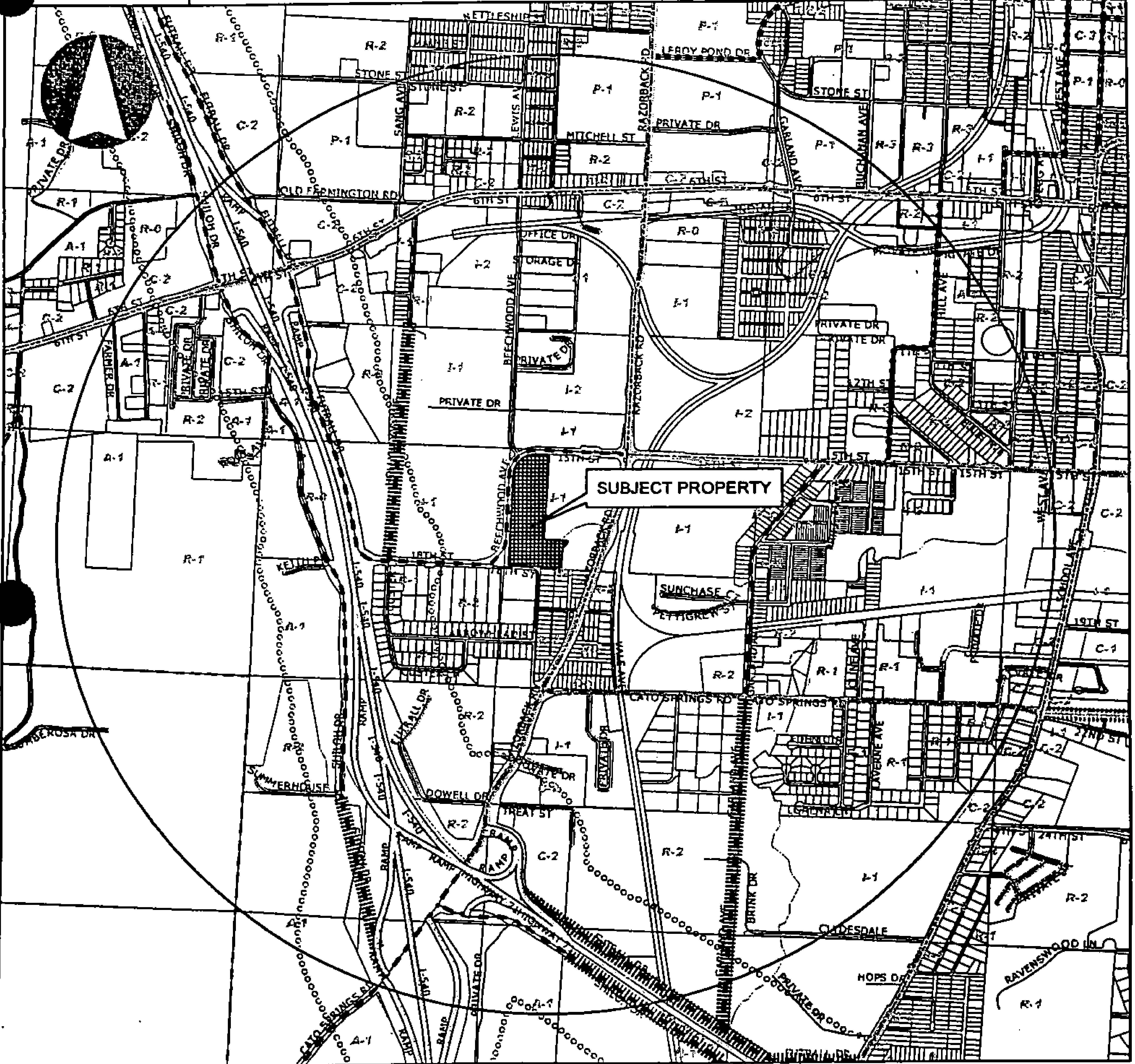
Legend

Subject Property	Streets	Boundary
RZN 01-17.00	Existing	Planning Area
	Planned	Overlay District
		City Limits

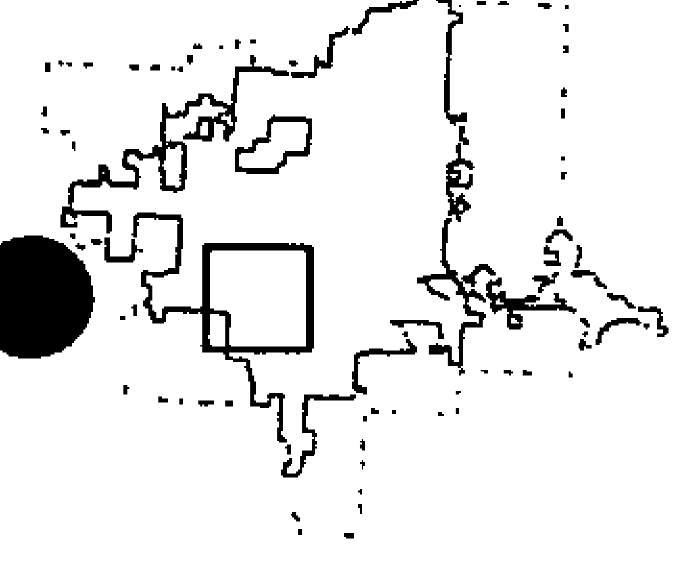
RZN 01-17.00

One Mile View

BEARD / CENTER



Overview



Legend

Subject Property
RZN01-17.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits
Outside City

Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, City Planner
THRU: Hugh Earnest, Urban Development Director HE
DATE: October 5, 2001

BACKGROUND

RZN 01-18.00 Rezoning was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located at the southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential.

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted 6-0-0 to recommend the City Council approve the requested rezoning.

RECOMMENDATION

Approval of the requested rezoning based on the findings included as part of the staff report.

STAFF REVIEW FORM

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZN 01-18.00 as submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located at the southwest corner of 15^{th} Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

ounting Manager	Date	Internal Auditor	Date
City Attorney	10/2/01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on September 24, 2001, Planning Commission unanimously voted 6-0-0 to recommend approval and to forward the rezoning to the City Council.

Division Head	10-1-01 Date
Department Director	10-01-01 Date
Administrative Services Director	10/3/01 Date
Mayor	10/3/01 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:___

Orig Contract Date:___

Orig Contract Number:___

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-18.00 FOR A PARCEL CONTAINING APPROXIMATELY 19.39 ACRES FOR PROPERTY LOCATED ON THE SW CORNER OF 15TH STREET AND BEECHWOOD AVENUE, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/Light Industrial to R-2, Medium Density Residential in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By:_____________________
DAN COODY, Mayor

ATTEST:

By: _________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-18.00

THE EAST HALF OF THE NE1/4 OF THE SW 1/4, OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; LESS AND EXCEPT THAT PART CONTAINED WITHIN THE STREET RIGHTS-OF-WAY LONG THE EAST SIDE AND SOUTH SIDE THEREOF, CONTAINING 19.39 ACRES, MORE OR LESS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dawn T. Warrick, Senior Planner
THRU:	Tim Conklin, A.I.C.P., City Planner
DATE:	September 24, 2001

RZN 01-18.00 Rezoning (Beard/Center, pp 598) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on the southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R 2, High Density Residential.

RECOMMENDATION:

Staff recommends denial of the requested rezoning.

Staff recommends approval of an amended request for R-2, Medium Density Residential zoning for the subject property based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: September 24, 2001		
CITY COUNCIL ACTION:	**Required**	**YES**
	O Approved	**O Denied**
Date: October 16, 2001 (1st reading)		

H:\USERS\COMMON\DAWNT\REPORTS\PC\9-24-01\BEARDCENTER_R3.DOC

This area has been changed by development of properties by the University of Arkansas. Residential zoning is applicable in this location however applying the highest possible density to almost 20 acres of property is not advisable. A more moderate zoning, R-2, which is in keeping with surrounding residential areas is more appropriate and still provides flexibility in the type as well as the density of residential development for this site.

SURROUNDING LAND USE AND ZONING

North: Baum Baseball Stadium / Tyson Indoor Track Complex, I-1
South: Vacant, R-2
East: Vacant, I-1
West: Vacant, I-1

INFRASTRUCTURE:

Access to this site is from 15th Street. Razorback Road and Beechwood Ave. are also close to the subject property and will provide access to the general area. All nearby streets are designated on the City's adopted Master Street Plan as principal arterials or collectors.

Water: 8" line on east side of Razorback Rd.

Sewer: 10" line along 15th Street (Hwy 16)

LAND USE PLAN: General Plan 2020 designates this site Mixed Use. Rezoning this property to R-3, High Density Residential is consistent with the land use plan. A designation of R-2, Medium Density Residential, is more compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is not consistent with land use planning objectives, principles, and policies and with land use and zoning plans. This area is designated Mixed Use on the City's adopted Future Land Use plan. The surrounding properties are largely undeveloped. Nearby uses include University facilities and single family homes to the south which are located within the R-2 district.**

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

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

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

B. Uses.

1. Uses Permitted.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

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

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§161.07 DISTRICT R-3 HIGH DENSITY RESIDENTIAL

A. Purpose. The High Density Residential District is designated to protect existing high density multifamily development and to encourage additional development of this type where it is desirable.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings and Two-Family Dwellings
Unit 9	Multi-Family Dwellings/Medium Density
Unit 10	Multifamily Dwellings-High Density

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Density.

Families Per Acre	16 to 40

D. Bulk and Area Regulations.

Lot Width Minimum:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home	50 ft.

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

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

Cross Reference: Variance, Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.
(Code 1991, §160.034; Code 1965, App. A, Art. 5(IV); Ord. No. 1747, 6-29-89; Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

Sewer is located running north and south along Hwy. 16. This is a 10" line. There is also a 12" line running east to west in the lower portion of the tract.

I am presenting this information on behalf of the current owners.

Respectfully submitted,

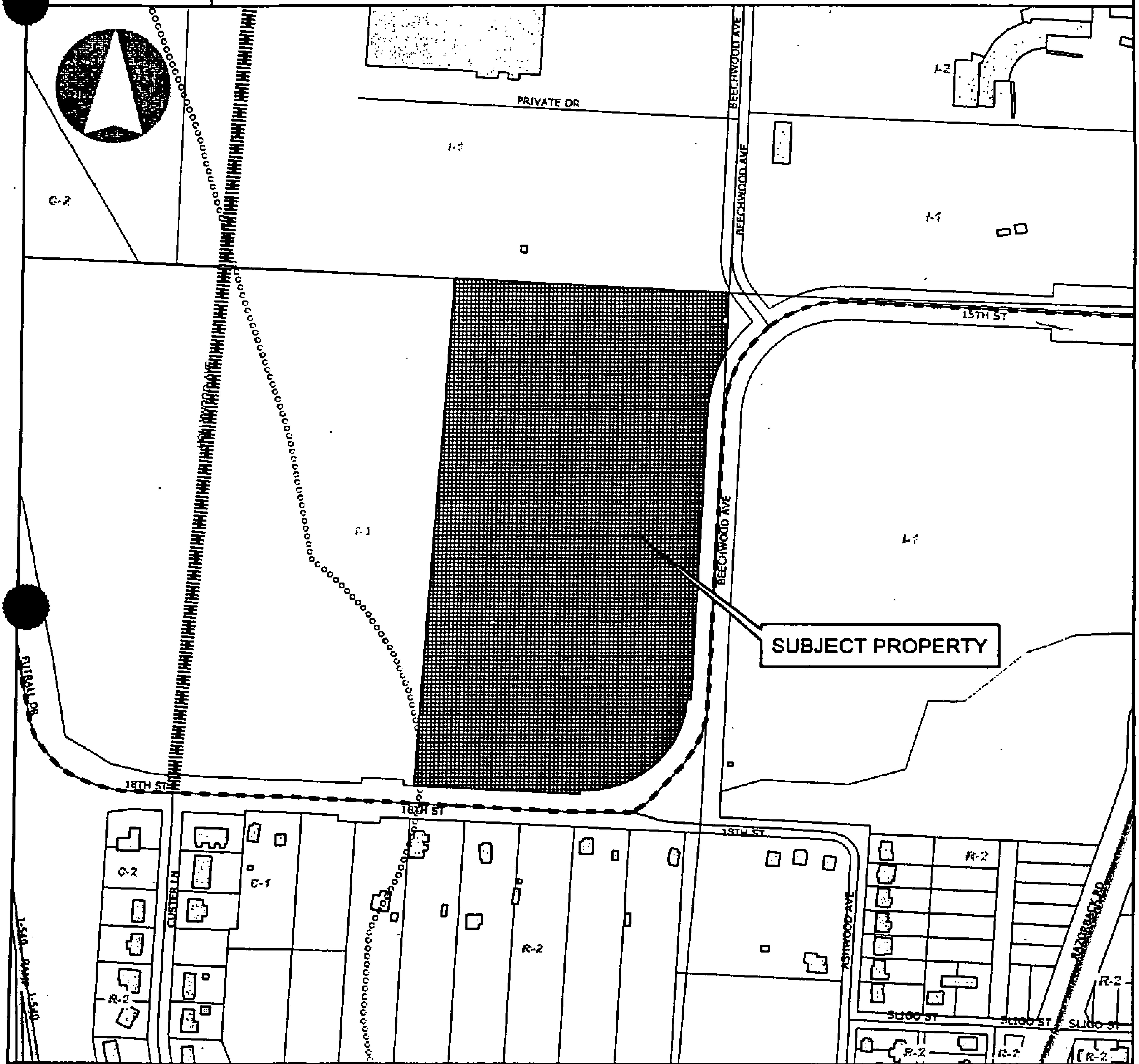
Bill McClard

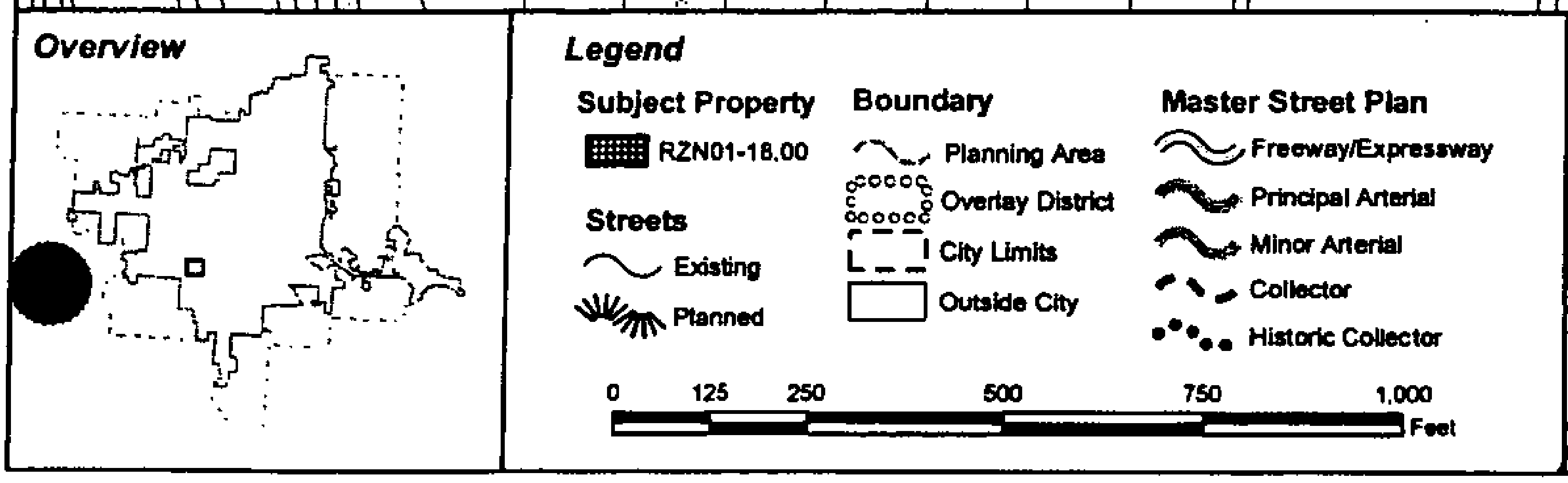
Bill McClard
Lindsey & Associates, Inc.

RZN01-18.00

Close Up View

BEARD / CENTER





RZN 01-18.00 Rezoning (Beard/Center, pp 598) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on the southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2 High Density Residential.

Hoffman: Items 3, 4 and 5 are rezoning requests for three contiguous, basically contiguous pieces of property. I am going to go ahead and read item No. 3 and ask Mr. Conklin to give us an overview of the three items before we begin our discussion but to let you know that we will be voting on the items separately.

McClard: May I request that we do number 4 before number 3, is that possible?

Hoffman: I don't see why not. Anybody have any objection to that?

Marr: Is there a particular basis for that?

Hoffman: Could you just let us know why?

McClard: We're working a little short handed with the number of Commissioners here. I think I can get a real good response but the most important are 3 and 5 so if I can get a response on 4 I will have a good idea of what I need to proceed with 3 and 5.

Hoffman: That will be fine, so you are aware then of the five vote requirements?

McClard: Yes Ma'am.

Hoffman: With that being said we'll go ahead and move item No. 4 up on the agenda. Item No. 4 is a RZN 01-18.00 which was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located on the southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2 High Density Residential. Tim, could you go ahead though and please just give us a brief overview of the rezonings, the requests, their locations and so forth. You can start with item number 4 and with your staff recommendation. We will go ahead and discuss item No. 4 separately and vote on it but I would like an overview just for the benefit of those who are listening and the Commission.

Conklin: Sure, there are three rezonings being requested this evening. They are all located in the same area of Fayetteville, south of 15th Street, Beechwood Avenue bisects them. One rezoning item No. 4 is a request from I-1 to R-2, basically downzoning that from heavy commercial, light industrial to R-2 multi family residential which allows up to 24 units per acre. Item No. 3 is immediately east of Beechwood Avenue, the property line is 15th Street. That is also another downzoning from I-1, heavy commercial/light industrial to medium density residential, 24 units per acre and then we have item No. 5 which is a request to go from the heavy commercial/light industrial I-1 zoning to the C-2 Thoroughfare Commercial. The applicant has requested these rezonings in hopes of developing some multifamily residential in this area and also some commercial. It is consistent with our land use plan with regard to the residential designation. The general plan does show the area that is zoned or proposed to be rezoned from heavy commercial/light industrial to Thoroughfare Commercial as residential. Staff is making a recommendation for approval of that rezoning. This area has changed quite a bit over the years. The University of Arkansas has been very active in developing their athletic facilities and parking needs. Directly to the north, north of 15th Street and east of Beechwood Avenue and west of Razorback Road is Baum Stadium, the baseball stadium. Also located north of these rezonings is the Randall Tyson Track facility. To the northeast is a newly developed surface parking lot that the University of Arkansas has developed. Directly east of Razorback Road and 15th Street east of the train tracks is the newly developed RV park for the University of Arkansas. The idea here is to allow the ability for the applicant to potentially develop some housing that could serve students. Also, potentially bring in some commercial activities that would supplement the uses currently in this location that the University of Arkansas is utilizing for their baseball and also the Randall Tyson Track Facility which is being used as an exhibit hall and is being rented out. We do have three rezonings, I think that the most important point to consider is that they are currently all zoned heavy commercial/light industrial and we're actually downzoning these and eliminating some of the uses that could be, right now by right, established out there which would include mini storage and warehousing. This is something I think that would be more appropriate in this area.

Hoffman: Ok, thank you very much.

McClard: I am Bill McClard, I am the agent for the property for the sellers, Beard and Center. Let me give you a little background if I might. I was approached by the people who have the property under option. They had been talking to the University of Arkansas about the need that the University has both for student housing, married housing and the need to address, certainly some perceived needs with Baum Stadium and particularly with the activities through the summer and through the Winter at the track and all that is going on. With having hotels in the area, having a restaurant in the area and certainly a real need for some more housing for students, quality housing. As you may have read in the last two weeks, the President of the University has made the statement that he would like to see the number of students at the University of Arkansas go from roughly 15,000 up to 20,000 students and they are clamoring trying to figure out what they are going to do with those students. There is going to be a real problem with a lack of housing if the University is able to get the number of students on campus that they want to have. That is what this application is all about. This is really aimed at the University and the necessity that is there for A. housing and B. with what you have there with Baum Stadium and the track being rented out with all sorts of activities there. There is a real perceived need for some hotels and restaurant use there. If you have any questions, I would be glad to address them.

Hoffman: Thank you so much. I would like to take public comment.

Davidson: My name is Sharon Davidson and it is ironic that I came for the growth meeting but this thing which I have been discussing, development in general in our town has come up and again, let me state my contention. I am not anti, anti, I'm anti-inappropriate. We don't need big apartment buildings up on top of the hill on the mountain. That is inappropriate. This is totally appropriate. It is the natural thing that should be developed. I am very glad to see it go from industrial, let's keep industrial down in the industrial park. We have Campbell's Soup there, but, just as we saw what it cost for the Bakery Feeds fiasco, we don't want industrial down there. There is enough residential. You already have the natural corridor from the agricultural plant all the way down here to the highway which is College. It is flat, it is very appropriate. My concern though, is that in the bigger picture here is that this is going to be a developed corridor from 15th Street all the way down towards Crossover that later might be used to relocate people from more desirable areas of the town. I have this bad feeling that once we're allowing people to build inappropriate buildings up on top of Mt. Sequoyah, we can flood out the hollow, then we can move all these people and marginalize them out on 15th Street. I have a problem with that being in our future but that is not related to his end down here and what he is saying. It is definitely appropriate and I think most people would be glad to see residential go in at a naturally logical place and see other commercial possibilities that could emit odors, create problems, they should be down in the industrial area. So, I definitely think it is what was going to happen, I knew it was going to happen, I'm surprised it is happening this soon, but it is appropriate and I think it is definitely the way to go for that space.

Hoffman: Thank you Sharon. Is there any other member of the audience that would like to talk to us about this? Ok, seeing none, I'll have Mr. McClard come back up to answer any questions from the Commission.

Marr: One of the things that I struggle with when we look at these rezoning recommendations is the findings that we are supposed to make in doing that. One of those is very hard for me to think about at this time is the determination on whether the proposed zoning is justified or needed. When I drive around and see lots of R-2 spaces available, I certainly was glad to hear the comment on the student increase, I think we've heard it from our Chancellor. When I read the finding of facts in the report from the staff, it says we're unable to make the finding without additional information regarding proposed development and its impact on the surrounding properties. I think the other reason that that creates a concern to me is that we just talked or had a report on growth and one of the things that I certainly would question is what is our sewer availability for development of 41 acres, 465 units, and not knowing the density. I have a hard time understanding how we as Commissioners are supposed to have a fact finding on that item. I guess maybe I would like a little guidance from you as to how we're supposed to come to that conclusion in this.

Conklin: With regard to our sewer capacity, our Assistant Public Works Director, Don Bunn, actually, we keep track of the numbers and provide those numbers to him, of our current sewer capacity that we're closely gaining up to reaching the maximum capacity of the plant. There is available capacity. On every rezoning application we do have the applicant sign a sewer capacity warning form, making sure the understand that we can't guarantee sewer capacity 2, 3 or 4 years from now. We have taken all the development that the Planning Commission has approved and we have backed those numbers out based on our Master Facility Plan studies and other studies to make sure that the treatment plant and this additional development that the sewage generated by this development can handle it. The Public Works Department is confident that we can handle and continue approving developments at the Planning Commission. They have not given me any indication that the Planning Commission should not approve development based on our current capacity issues with our waste water treatment.

Marr: Is there any concern over the size of the developments that we approve? I mean 400+ units on a 41 acre combined if you look at the three of these, I mean, I hear what you're saying so maybe we leave that one and go to how do we come to the finding of number 2?

Conklin: With regard to is it justified and needed at this time. That is always difficult for staff. We don't have detailed studies looking at the availability of how many units are out there. I am aware of the University of Arkansas' long range plans and trying to increase enrollment to 25,000. I think that is by 2010. I am aware of the amount of apartments that the Planning Commission has looked at and approved. It is difficult to answer your question. We have seen a lot of developers recently in this year, come through for additional multi family development. The market pretty much is generating that demand for this use. With regard to why is staff making this recommendation for approval, I think it is more appropriate to have residential zoning and commercial zoning than the Heavy Commercial/Light Industrial zoning in this area. I think it is an opportunity to downzone this 30 to 40+ acre area in Fayetteville.

McClard: Mr. Marr, as a commercial broker, I can tell you that I am working on a number of projects and I can assure you that not only you, but the developers in the area are very concerned about sewer capacity. You are well spoken there and I deal with that virtually everyday. They are very concerned as you are, and they are all very carefully monitoring what is going on. The worst catastrophe any developer could have would be to build a number of units and not be able to tie into sewer. So believe me, there is huge concern out there. Secondly, when I was trying to find a place that would make sense to try and put apartments that would serve the University, when you start taking aerial photo, and yes, there is a lot of green space and yes there are some other places that are zoned, but when you're trying to get students from their housing up to classes everyday, the number of areas that we could look at were really quite limited when you really start studying aerial photos and the proximity to the University. This one really stuck out as the place that this should happen. The only other really place that makes a lot of sense is that area from the beer distributor, McBride I believe it is on the top of the hill there. Then you start dealing with huge amounts of trees. You start dealing with a terrain that is very hilly and it is closer, but we're dealing with two basically flat fields that have very few trees, there are some natural buffers in two different directions of trees along the creeks that does separate this development from what housing there is available. It just made a lot of sense to us that this would be an excellent location to do this.

Hoffman: Thank you.

Bunch: Mr. McClard, are you representing the seller or the buyer or both?

McClard: I would say in this case, probably both Sir.

Bunch: Could you enlighten us a little bit about the commercial, I know we're not talking about that particular item. I think we're kind of looking at everything together.

McClard: I think we can talk about all three at once, sure.

Bunch: Question for Tim also combined with that is to look at what kind of commercial you are wanting to put in on C-2. Tim, could you preface that by maybe saying a little bit to the difference between what is allowed in I-1 Heavy Commercial and what is allowed in C-2, Thoroughfare Commercial?

Conklin: Between the two zoning districts the C-2 Thoroughfare Commercial and the I-1 Heavy Commercial/Light Industrial, they are very similar. I-1 and C-2 both allow restaurants right now as a use by right. Both C-2 and I-1 allow used car sales, use unit 17 and all the uses associated with those like you see on College Avenue. The major difference between a C-2 and I-1 is that they need the C-2 if they want to have the ability to have a hotel or motel type use. They are very similar in types of uses, that is a heavy commercial zoning district, the I-1, it allows almost all the same uses as C-2, except for hotels and motels.

Bunch: Mr. McClard, could you please if you have a chance tell us what the long range plan is?

McClard: Yes Sir, certainly. The intention is that on the piece of property that is on 15th Street, the intention is for a restaurant to go in the front and two different hotels would be basically lying from north to south. Once again because there are so many activities going on around the baseball stadium, not only University but during the summer time they are doing all sorts of tournaments there and there is a real perception that there is a real need for some real nice or nicer new hotels in the area. We are all aware, once again, going back to use, once they went in and made the one way service roads over on I540, it certainly limits the appeal of sites in that area because you can't get there from here. The negative to this site is presently there is not a lot of traffic in the area, but that also is a positive in that Razorback Road is underutilized, it is 5 lane and has very low traffic count. As far as being able to use that area and that street that has been built, this is good for utilization in that area and maybe we can get people to come from the south to the north and not get so much on College Avenue. I think that people will figure that out.

Bunch: How does the utilization of Randall Tyson Track Center as a convention center, how does that figure into the plan?

McClard: Very definitely. Sure, conventions, it's a natural for their convention center trade to have something close to what they're doing for their leasing out for not only exhibitors but the people who want to come for exhibits. Yes, they all go hand in hand. The way they are trying to do that, as we're all aware, is a year around activity. Certainly if it wasn't a year around activity there probably wouldn't be the need of this developer to even discuss it. You have to have people that are going to be there to use that a significant number of nights. It all goes hand in hand, you're exactly correct.

Bunch: Also, on University housing, I think I remember reading in the newspapers that the

University housing was completely filled this year?

McClard: That is our understanding. It is also our understanding that they are in the process of trying to develop 600 units at this time. When you talk about 15,000 units and you're talking about 600 students, it is a drop in the bucket. Particularly when you're talking about adding 5,000 more students. Tents are not a good answer. They're going to have to go somewhere.

Hoffman: Anything else?

Allen: Do you envision any single family homes in this area?

McClard: No Ma'am, we do not. We do envision and the hope of the developer at this time is that there will be a special area set aside for married students that really are lacking in the housing they presently have. It is hopeful that we can set up an area that would be very appealing to married students.

Allen: At this point your plans are for apartments and hotels and what else?

McClard: One restaurant.

Allen: A restaurant and that's all?

McClard: Yes Ma'am.

Allen: Thank you.

Hoffman: I have a question for Tim, if you can enlighten me. I may have missed it. Is there a provision on item No. 5, the C-2 zoning. My concern is that we have some vacant C-2 zoning within a mile of this property on the corner of Cato Springs and the bypass. In our findings we need to find that there is a need for this particular zoning, it is of unique character, that there is not other zoning and vacant land available. Is there a way to zone this C-1 and get a conditional use for hotels and restaurants?

Conklin: No there isn't. Once again, I think probably one of the more unique things about this property is that what has occurred around it. We have seen a baseball stadium built and a track facility that is being rented or leased out on weekends for exhibit space, an RV Park set up for the University of Arkansas, a thousand plus vehicle parking lot built, this is an area that has a lot of activity when these facilities are being used and I think that is what makes it different from I540 and Cato Springs Road where you don't have a lot of uses directly adjacent to it.

Hoffman: Would you say that is about a mile or maybe a little bit more? I am looking at our map on page 5.10 and just for purposes of comparison, we have our neighborhood in between this site then we have some more R-2 and I-1 zoning as we go further south to Treat Street.

Conklin: Ok, on 3.11 we do have a mile radius if you look at that map, it's a little less than a mile, 3/4 of a mile.

Hoffman: Ok, so would you say then that basically that the growth is occurring from the University to the south where originally we thought maybe the growth from I540 to the north because of the airport traffic?

Conklin: That is what I've seen. I have been surprised at how the University of Arkansas has changed the appearance of that part of town and even around the University, they have cleaned up and made all their facilities aesthetically more pleasing. They don't use chain-link fence, they use brick. Even the Randall Tyson Track Facility I think is fairly attractive. It is not just a metal building out there. They have changed that intersection and the activities that occur in that area of town just in the last five years.

Hoffman: I agree, I'm just concerned that we maintain that quality and character all the way up and down Razorback Road because I do see this as developing fully within a certain number of years. I don't have my crystal ball with me tonight, I would like to see a consistency of development and a quality of development. When we rezone large tracks of land that is always a concern that we have rezoned I don't know how many total acres, but quite a few with a great deal of potential for missteps if we're not careful.

McClard: May I also state that in the conversations with the University, it was very interesting to note the number of people that the University says they have coming just to do business with the University. It is a very large business and there is a real need for more room for those people to come and do their dealings with the University which is another reason that this application is being made.

Hoffman: Thank you.

Allen: When I drove around in that area, I noticed there was a little neighborhood that I had not seen before on Ashwood. I wondered if we had heard from any of the people who lived in that area and if there is any reaction to the rezoning?

Warrick: I received one phone call from a resident in this general area, she did not identify herself so I don't know exactly where she lived with regard to these rezoning requests. She stated that she had no problem whatsoever with the rezonings that were requested for residential use. She was a little bit hesitant about endorsing the commercial request, but no statement was made definitively in one way or the other. She was just calling to ask what the requests were and what the general idea for the properties was. That was the only phone call that I received. I don't believe that any of the other staff members received phone calls with regard to these requests.

Hoffman: Thanks Dawn.

MOTION:

Marr: Having sat here and listened to this discussion, I think it makes a lot of sense in terms of that I do think the development will be north first going south because of the University's development. I think some of the uses that Mr. McClard has described to us today I certainly see as a need in that part of town. I love the idea of further development in south Fayetteville. I love the idea of hotels being built in our city so we get sales tax revenue and HMR tax revenue and all those good things that help fund this quality of life that we have here and heard about earlier and allow us to maybe use some of that money to buy green spaces as a part of our parks plan which we heard at the last planning meeting. I am actually going to move for approval and recommendation to the City Council of rezoning request 01-18.00 based on the staff's recommendations and findings that are listed in the staff report through pages 4.3 through 4.4a.

Hoffman: I have a motion by Commissioner Marr.

Bunch: I'll second.

Hoffman: I have a second by Commissioner Bunch, do we want to be more specific about the unable to make the finding on number 2?

Williams: I think you probably could make the finding with the additional information that has been provided by the petitioner here.

Marr: I guess my comment would be I believe that there is a justified need based on the University's ten year plan of 10,000 student increase from 15,000 to 25,000. I also believe that the commercial development is certainly justified in this section of town with the student population that is there, summer activities from ball fields and NCAA national events. I guess I've come to the conclusion through the discussion that we need the finding.

Bunch: I concur with that.

Hoffman: I believe I did not take public comment, is there anybody from the public here that would care to address us? Ok, seeing none is there any further commission discussion? Call the roll please.

ROLL CALL: Upon the completion of roll call RZN 01-18.00 was approved unanimously.

Hoffman: This motion carries on a vote of six to nothing.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Tim Conklin, City Planner
THRU:	Hugh Earnest, Urban Development Director
DATE:	October 5, 2001

BACKGROUND

RZN 01-19.00 Rezoning was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

The major intersection of Razorback Road and 15th Street (Hwy 16) east of this location is the site of a variety of uses. The University has developed a large sports complex on the north side of 15th Street and just recently the southeast corner of the intersection has been established as an RV park for Razorback fans. The northeast corner, east of the Swanson plant (formerly Vlasic and Campbell Soup) now contains a large parking lot, also developed by the University. The owner of the property under consideration for this rezoning request holds and will still hold the vacant tract at the southwest corner of the intersection which is proposed to be split from the subject property.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted 6-0-0 to recommend the City Council approve the requested rezoning.

RECOMMENDATION

Approval of the requested rezoning based on the findings included as part of the staff report.

RZN 01-19
C. 5. Page 2

STAFF REVIEW FORM

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZN 01-19 as submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Manager

Administrative Services Director

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

Accounting Manager Date

Internal Auditor Date

Attorney 10/2/01 Date

ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommended approval and on September 24, 2001, Planning Commission unanimously voted 6-0-0 to recommend approval and to forward the rezoning along with access easement documentation to the City Council.

Division Head 10-1-01 Date

Department Director 10-02-01 Date

Administrative Services Director 10/3/01 Date

Mayor 10/3/01 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:___

Orig Contract Date:___

Orig Contract Number:___

ORDINANCE NO. ______

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-19.00 FOR A PARCEL CONTAINING APPROXIMATELY 9.86 ACRES FOR PROPERTY LOCATED SOUTH OF 15TH STREET BETWEEN BEECHWOOD AVENUE AND RAZORBACK ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/ Light Industrial to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-19.00

A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE N.E. CORNER OF THE NW1/4 OF THE SE 1/4 OF SAID SECTION 20, THENCE N87°13'22"W 464.78 FEET AND THENCE S 2°46'38"W 75.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY FOR 15TH STREET IN THE CENTER LINE OF A DITCH; THENCE ALONG THE CENTER LINE OF SAID DITCH AS FOLLOWS: S13°52'53" W 157.39 FEET; THENCE S 17°38'29"E 138.54 FEET; THENCE S 64°04'53"E 36.47 FEET; THENCE S 0°11'38" E 193.83 FEET; THENCE S 14°47'06" E 194.03 FEET; THENCE S3°55'33" E 65.27 FEET; THENCE S27°50'25"E 48.42 FEET; THENCE S18°21'12" W 46.69 FEET; THENCE S 88°23'47"W 147.72 FEET; THENCE N26°42'27" W 82.42 FEET; THENCE N87°11'07"W 47.00 FEET; THENCE S43°05'33" W 42.72 FEET; THENCE S4°20'41"E 36.68 FEET; THENCE S30°46'23"W 95.54 FEET; THENCE LEAVING SAID DITCH CENTER LINE N87°12'00"W 262.06 FEET; THENCE N2°48'00"E 950.22 FEET TO THE SOUTH RIGHT-OF-WAY FOR 15TH STREET; THENCE ALONG SAID RIGHT-OF-WAY S 87°22'48"E 327.44 FEET; THENCE S2°37'12"W 30.00 FEET; THENCE S87°22'48" E 97.06 FEET TO THE POINT OF BEGINNING, CONTAINING 9.86 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

RZN 01-19.00 Rezoning (Beard/Center, pp 599) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Hoffman: The fifth item on our agenda is the rezoning request for RZN 01-19.00 submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial. We've already had some discussion on this. Is there any public comment first of all? Seeing none, Mr. McClard, do you have any further comments to make on this? Staff or Commissioners? I have one thing I need to bring up about this location. I was concerned about the lack of access to Razorback Road and Mr. McClard, can you step up to answer some questions?

McClard: Yes Ma'am, there is an 80 foot easement that the developers are retaining midway between the midpoint of the development that will go back to Razorback Road and that is intended to be a nice divided thoroughfare type situation.

Hoffman: That will provide access? We're always concerned with ingress and egress.

McClard: We have streets on two sides already but that will give us access to a third one.

Hoffman: Right, and I would say for an intensely developed area we would want cross access and so forth, of course that comes later but the fact that the property doesn't actually touch Razorback was a concern of mine.

McClard: It actually does.

Hoffman: It does at the bottom of the creek or something right?

McClard: Thank you very much.

Hoffman: Our map indicates that it doesn't but we have just an area map, we don't have a plat.

McClard: The easement is a part of the contract but you will be able to see the easement on the plat.

Hoffman: Shouldn't we have that before it goes to council so they can see it?

Conklin: We can get that and forward it to the City Council. We did talk about going back RZN 01-19.00, I'm not sure what your discussions were, it is such a small area, the scale of map I can't be able to tell. Our drafting department would have to plat that legal description for me to be able to give you that information but they are retaining that easement for access to Razorback Road.

Hoffman: My concerns continue to be I'm rezoning something to C-2 commercial that an adult live entertainment club or bar is a permitted use as well as used car sales that would be to me objectionable. It sounds like even though we're not supposed to really talk about it, the plans are fairly solid for the hotel and restaurant to go in.

Conklin: That is currently allowed under the I-1 zoning so if someone purchased the property, those uses are currently allowed, once again, we're downzoning this. It does not remove the possibility of that occurring but at least on a large portion of this property we're taking off the commercial uses and the used car sales and the other mini storage warehousing uses that may not be appropriate next to these facilities the University has developed.

Hoffman: Let me ask you this. If a hotel and restaurant are allowed under the I-1 zoning is this rezoning necessary?

Conklin: A hotel is not allowed.

Hoffman: Ok, I misunderstood then.

Conklin: The main use, I don't know if the applicant is going to build a hotel or not but the main use that you need the C-2 for is the hotel/motel use.

Hoffman: The way our zoning ordinances are structured sometimes confuses me because it seems that there are sometimes when you can have the least restricted type zoning then would allow the more restrictive type zonings under that umbrella but that is not the way ours function.

Conklin: It is somewhat of a form of a pyramid type zoning but then again it is not. There are areas where we've gone out and removed certain parts of that where it doesn't just completely go from residential down to industrial where it allows everything.

Hoffman: Thank you. Any further discussion, motions?

MOTION:

Marr: I'll move for a rezoning 01-19.00 based on the staff report recommendations that it meets the findings to forward it on to the City Council. Just with a comment. The easement documentation being added so that the City Council has what they need to look at that and just for my own conscious, now that it is the third one, reiterate the close work with the City on the availability of all the utilities, sewage included for this scale.

Hoffman: We have a motion, do I hear a second?

Bunch: I'll second.

Hoffman: Commissioner Bunch has seconded it. This is to rezone this property from I-1 to C-2 with the provision that the applicant provide staff with the easement plat documentation prior to the hearing by City Council. Anybody else? Would you call the roll please?

ROLL CALL: Upon the calling of roll the motion to approve RZN 01-19.00 was approved and forwarded to City Council by a vote of 6-0-0.

Hoffman: The motion passes by a vote of six to nothing. Is there any further business?

Conklin: There is no further business. I would like to make a couple of statements and announcements. First of all, with regard to the questions that came up regarding our sewage treatment capacity. Planning Division is always in close contact with our Public Works Department. Just as recently as a month ago we sat down with the City of Elkins, the City of Farmington, Greenland, Johnson, the University of Arkansas along with our Public Works Director, Assistant Public Works Director, City Engineer and staff to discuss where we're at with the sewage treatment capacity and growth that occurs in those communities and the University of Arkansas. It is important that the University is aware of our current situation. Especially with plans to add 10,000 students over the next ten years. At that meeting, those communities, along with the University of Arkansas, they were given our sewage capacity warning form. They were also told about our ongoing studies and our vote on November 6th for the 3/4 cent sales tax as the proposed method of paying for the sewage treatment plant improvements. I do want to make sure the Commission is comfortable and that you know that staff is always talking with our public works division anytime we do have large developments come forward I do make sure that they are aware of what is on our agenda. For example, last August when we looked at those 500 apartment units with The Cliffs and Shiloh West out on Wedington. I made sure they were aware of those apartments. That is the first thing I wanted to let you know.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: September 24, 2001

RZN 01-19.00 Rezoning (Beard/Center, pp 599) was submitted by Bill McClard of Lindsey & Associates, Inc. on behalf of the property owners Cynthia Beard and William M. Center, III for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION:	**Required <u>YES</u>**	
	O Approved	**O Denied**
Date: <u>September 24, 2001</u>		
CITY COUNCIL ACTION:	**Required <u>YES</u>**	
	O Approved	**O Denied**
Date: <u>October 16, 2001 (1st reading)</u>		

H:\USERS\COMMON\DAWNT\REPORTS\PC\9-24-01\BEARDCENTER_C2.DOC

INFRASTRUCTURE:

Access to this site is from 15th Street. Razorback Road and Beechwood Ave. are also close to the subject property and will provide access to the general area. All nearby streets are designated on the City's adopted Master Street Plan as principal arterials or collectors.

Water: 8" line on east side of Razorback Rd.

Sewer: 10" line along 15th Street (Hwy 16)

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to C-2, Thoroughfare Commercial is not consistent with the land use plan. However the requested zoning is compatible with surrounding land uses in the area as they have been established and driven by the University of Arkansas.

FINDINGS OF THE STAFF

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

Finding: **While a commercial zoning is a departure from the Future Land Use Plan in this location, it is consistent with the established uses in this area. The University of Arkansas has developed many properties in this area as parking and sports related facilities. An extension of this type of development into a commercial area as proposed is in keeping with the character of the area. Natural buffers between this property and residential areas to the south are in place in the form of a creek with associated floodplain and vegetation.**

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

Finding: **The proposed zoning is justified at the time. The subject property is vacant and not proposed to develop with an industrial use. The current zoning limits the potential uses of this property and is no longer consistent with adjacent properties.**

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

Finding: **The proposed zoning will not create or appreciably increase traffic danger**

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

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

E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

Sewer is located RUNNING NORTH and south along Hwy 16.
This is a 10" line.:

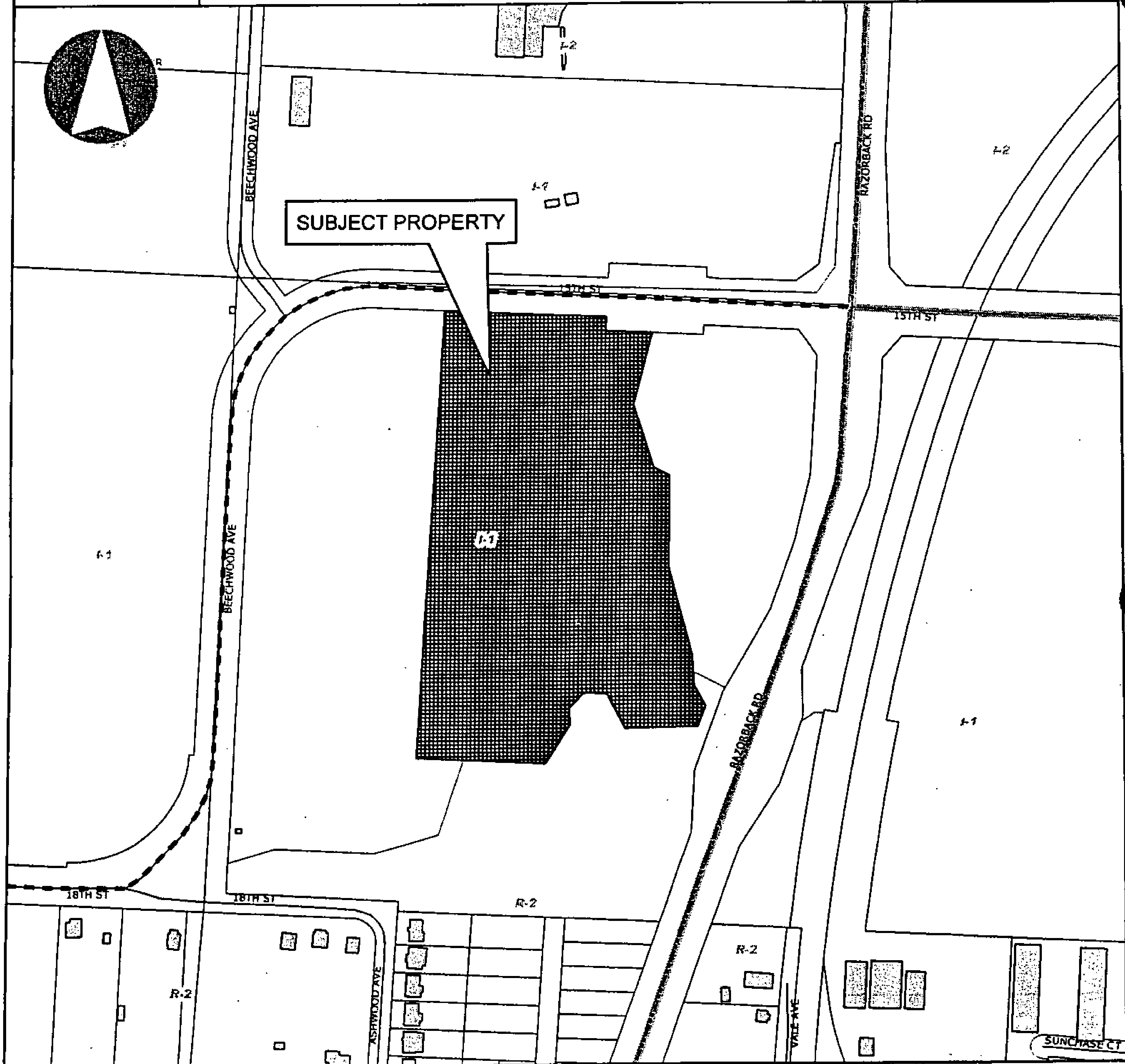
I am presenting this information on behalf of the current owners.

Respectfully submitted,

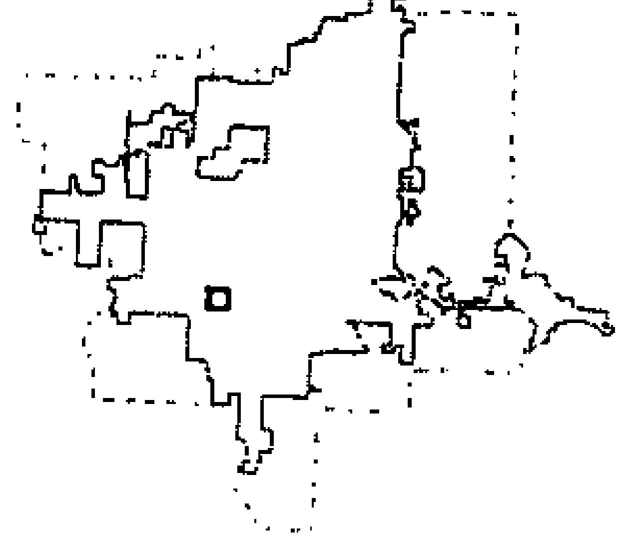
Bill McClard

Bill McClard
Lindsey & Associates, Inc.

RZN 01-19.00	BEARD / CENTER
Close Up View	



Overview



Legend

Subject Property
RZN01-19.00

Boundary
Planning Area
Overlay District
City Limits
Outside City

Streets
Existing
Planned

Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

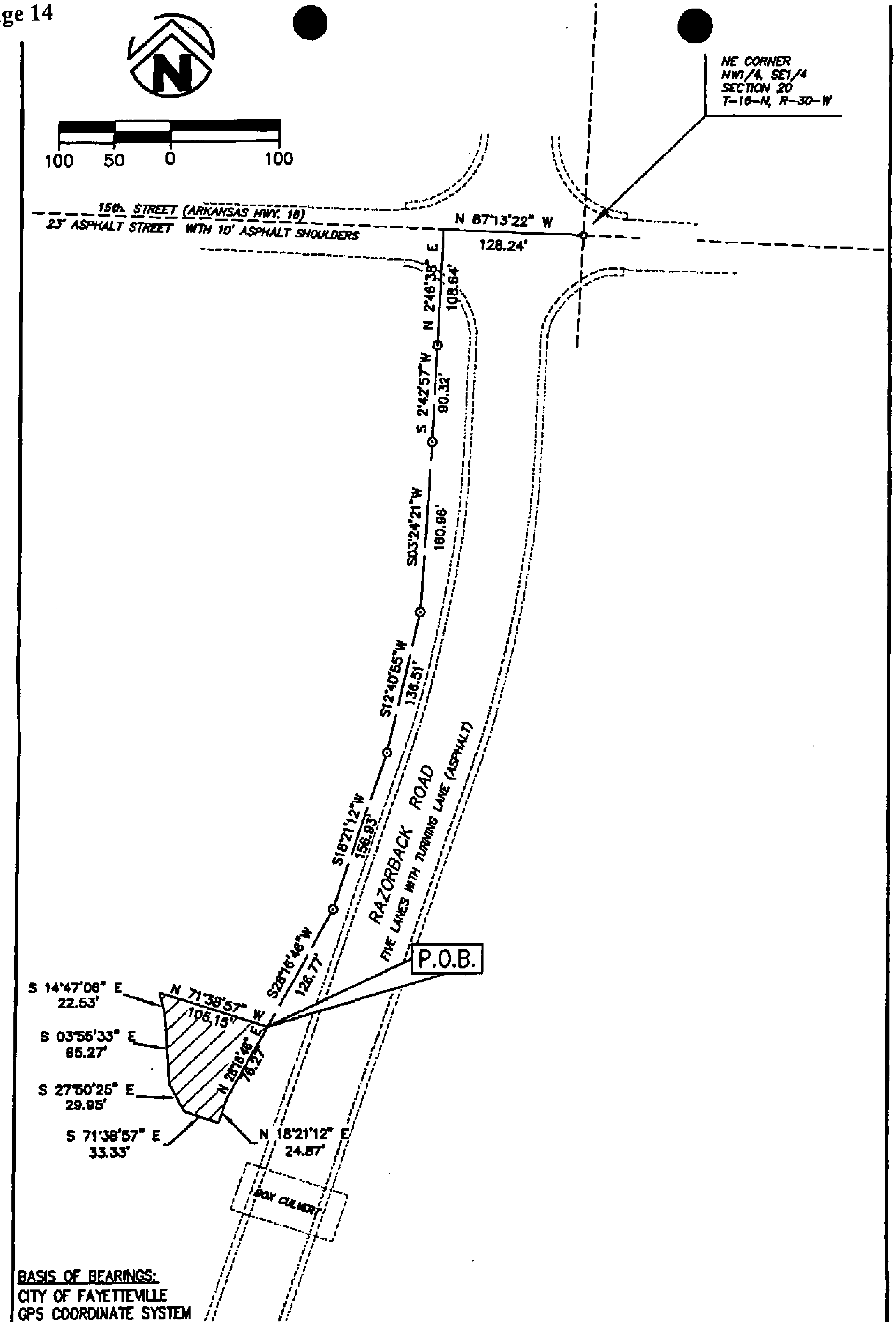
0 125 250 500 750 1,000 Feet

Legal Description for Access Easement onto Razorback Road

Tom Broyles & John Ellis
Rezoning for property at Razorback & 15th
CTA No. 013026-00

From the NE corner of the NW1/4 of the SE1/4 of Section 20, Township 16 N, Range 30 West, City of Fayetteville, Washington County Arkansas, 128.24' N 87°13'22" W; thence 108.64' S 2°36'48" W; thence 90.32' S 2°42'57" W; thence 160.96' S 3°24'21" W; thence 136.51' S12°40'55" W; thence 156.93' S18°21'12" W; thence 126.77' S28°16'46" W to the Point of Beginning; thence 105.15' N 71°38'57" W; thence 22.53' S 14°4706" E; thence 65.27' S 3°55'33" E; thence 29.95' S 27°50'25" E; thence 33.33' S 71°38'57" E; thence 24.87' N 18°21'12" E; thence 76.27' N 28°16'46" E to the Point of Beginning, containing 7,095 square feet more or less.

RZN 01-19
C. 5. Page 14

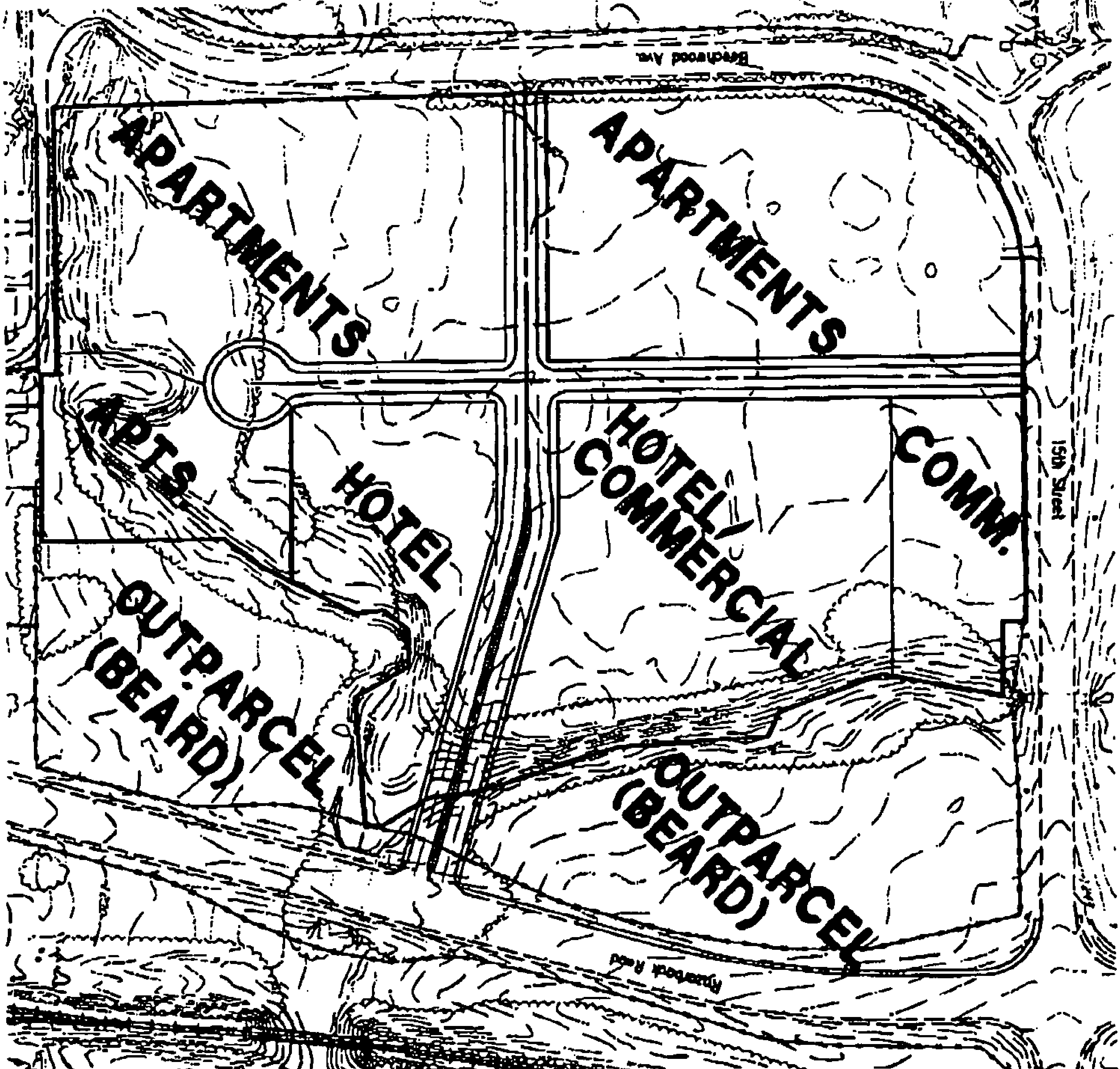


BASIS OF BEARINGS:
CITY OF FAYETTEVILLE
GPS COORDINATE SYSTEM

ACCESS EASEMENT FOR JOHN ELLIS & TOM BROYLES FAYETTEVILLE, ARKANSAS CTA NO. 013026-00	Crafton, Tull & Associates 2345 Green Acres Road Fayetteville, Arkansas 72701 Phone: 501-443-4535 www.craftull.com © 2001 Crafton, Tull & Associates, Inc.	Drawn by DCP Checked by AGH	Job Number 013026-00

TOTAL P.03

RZN 01-19
C. 5. Page 15



North

Baseball

ORDINANCE NO. ______

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-19.00 FOR A PARCEL CONTAINING APPROXIMATELY 9.86 ACRES FOR PROPERTY LOCATED SOUTH OF 15TH STREET BETWEEN BEECHWOOD AVENUE AND RAZORBACK ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/ Light Industrial to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By:____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-19.00

A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE N.E. CORNER OF THE NW1/4 OF THE SE 1/4 OF SAID SECTION 20, THENCE N87°13'22"W 464.78 FEET AND THENCE S 2°46'38"W 75.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY FOR 15TH STREET IN THE CENTER LINE OF A DITCH; THENCE ALONG THE CENTER LINE OF SAID DITCH AS FOLLOWS: S13°52'53" W 157.39 FEET; THENCE S 17°38'29"E 138.54 FEET; THENCE S 64°04'53"E 36.47 FEET; THENCE S 0°11'38" E 193.83 FEET; THENCE S 14°47'06" E 194.03 FEET; THENCE S3°55'33" E 65.27 FEET; THENCE S27°50'25"E 48.42 FEET; THENCE S18°21'12" W 46.69 FEET; THENCE S 88°23'47"W 147.72 FEET; THENCE N26°42'27" W 82.42 FEET; THENCE N87°11'07"W 47.00 FEET; THENCE S43°05'33" W 42.72 FEET; THENCE S4°20'41"E 36.68 FEET; THENCE S30°46'23"W 95.54 FEET; THENCE LEAVING SAID DITCH CENTER LINE N87°12'00"W 262.06 FEET; THENCE N2°48'00"E 950.22 FEET TO THE SOUTH RIGHT-OF-WAY FOR 15TH STREET; THENCE ALONG SAID RIGHT-OF-WAY S 87°22'48"E 327.44 FEET; THENCE S2°37'12"W 30.00 FEET; THENCE S87°22'48" E 97.06 FEET TO THE POINT OF BEGINNING, CONTAINING 9.86 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Stephen Davis	Budget & Research	Admin Services Department
Name	Division	Department

ACTION REQUIRED: Council Action is requested to adopt real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and Firemen's Pension and Relief Funds. The rate to be adopted for Policemen's Pension and Relief fund and the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

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

Stephen Davis
Budget Manager

Administrative Services Director

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

Marsha Farthing	9/21/01	Nancy Smith	9/21/01
Accounting Manager	Date	Internal Auditor	Date
	9/21/01		
City Attorney	Date	ADA Coordinator	Date
	9/21/01		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Staff recommends adoption of millage rates.

Division Head	Date
Department Director	Date
	9/19/01
Administrative Services Director	Date
Dan Coody	9/21/01
Mayor	Date

Cross Reference

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

Prev Ord/Res #:____________

Orig Contract Date:____________

Orig Contract Number:____________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Ted Webber, Administrative Services Director

From: Budget & Research

Re: 2001 Millage Levy

Date: September 21, 2001

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2001.

The total assessed value of real and personal property located within the city limits of Fayetteville, as of August 18, 2001, is approximately $645 million. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real estate assessments is approximately 12.7%. There is a possibility an amendment 59 rollback may be triggered. The final assessments are anticipated from Washington County mid October. Budget staff has been advised by County staff that state statutes provide for an extension of time to file our millage levy ordinance with the County should a rollback be triggered.

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2001.

If you have any questions concerning this agenda request please contact Stephen Davis at 575-8296.

City of Fayetteville
Property Tax Revenue per Mil
September 21, 2001

Millage	Approximate Revenue
0.10	$59,000
0.20	$118,000
0.30	$177,000
0.40	$236,000
0.50	$295,000
0.60	$354,000
0.70	$413,000
0.80	$472,000
0.90	$531,000
1.00	$590,000

The millage revenue reflected above is based on the Washington County Preliminary Summary Report of County Assessments for the Year 2001 dated August 18, 2001 and excludes real and personal property for Utilities. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 2001 amount to approximately $621 million excluding real estate and personal property for utilities.

The change in assessed value, for real estate, from 2000 to 2001 is approximately $30 million or 12.7%. The change in assessed real estate value is due to newly discovered, newly constructed property (7.1%) and reassessment of existing property (5.6%).

Property Tax Impact Illustration

	Appraised Value	Assessed Value	1 Mil Tax/Year
Single Family Home	$75,000.00	$15,000.00	$15.00
Single Family Home	$100,000.00	$20,000.00	$20.00
Single Family Home	$150,000.00	$30,000.00	$30.00

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

[Fo]r the Fayetteville City Council meeting of October 16, 2001

FROM:

Stephen Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED: Council review and approval of 2002-2006 Capital Improvements Program.

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

Stephen Davis
[Bu]dget Manager

Administrative Services Director

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

Marsha Farthing	9/24/01	Danny Smith	9/24/01
Accounting Manager	Date	Internal Auditor	Date
D. R. Whitaker	9/24/01		
City Attorney	Date	ADA Coordinator	Date
P. Vice	9/24/01		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of 2002-2006 Capital Improvements Program.

Division Head	Date
Department Director	Date
Stephen Davis	9/26/01
Administrative Services Director	Date
Dan Coody	9/26/01
Mayor	Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Ted Webber, Administrative Services Director

FROM: Budget & Research

DATE: September 21, 2001

SUBJECT: **2002-2006 Capital Improvements Program**

The 2002-2006 Capital Improvements Program (CIP) is submitted for City Council adoption. The CIP contains approximately $214.6 million in planned capital improvements over the next five years. The CIP is the planning tool that provides guidance in making infrastructure and capital improvements. The 2002-2006 CIP contains planned expenditures in the following areas:

Wastewater System Improvements	$ 120.0 million
Library Improvements	22.0 million
Street Improvements	18.3 million
Water & Sewer Improvements	15.1 million
Vehicles & Equipment Replacements / Expansions	7.1 million
Off-Street Parking Improvements	6.8 million
Parks & Recreation Improvements	6.1 million
Airport Improvements	5.0 million
Bridge & Drainage Improvements	3.8 million
Fire Safety Improvements	2.1 million
Sidewalk Improvements	1.5 million
Police Safety Improvements	1.3 million
Solid Waste Improvements	1.9 million
Other Capital Improvements	3.6 million

The process for completing the annual update of the City's Five-Year Capital Improvements Program began in March with the preparation of projected funding available and a packet distributed to in-house staff to be used in the submission of capital projects. Since that time, numerous staff meetings have been held concerning the proposed CIP to assist in fine tuning it. In addition, City Council committee meetings, Airport Board meetings, and Parks & Recreation Advisory Board meetings have been held to obtain comments on the proposed improvements.

By adopting the CIP, the City Council is providing direction on what is considered the prioritized capital replacement and expansion needs of the City during the next five-year period. As a planning tool, the CIP may be updated and/or revised on an annual basis to reflect changing priorities, to renew existing priorities, and to revise cost estimates. The funding requests for the projects planned for 2002 will be incorporated in the 2002 budget to be submitted for City Council review and approval in November.

Thank you for consideration of this request and should you have any questions, please feel free to contact either Ted Webber at 575-8330 or Stephen Davis at 575-8296.

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

09/24/2001
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Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Airport Fund									
Airport Improvements									
Airport	Professional Services	1	$ 473,000	$ 128,000	$ 193,000	$ 54,000	$ 171,000	$ 1,019,000	$
	Ernest Lancaster Drive Extension-Phase II	2	60,000	270,000				330,000	
	Extensions of the East Taxiway and Hangar Apron	3	2,457,000					2,457,000	
	Hangar Rehabilitation	4	40,000	11,000	12,000	13,000	13,000	89,000	
	Runway Seal Coat	5		562,000				562,000	
	Perimeter Fencing Improvements	6				444,000		444,000	
	Airfield Marking	7					108,000	108,000	
	Industrial Hangars	8							1,795,000
	Individual Hangar	9							200,000
	T-hangar Unit Expansion	10							895,000
	Executive Hangar Complex	11							500,000
Total Airport Fund Projects			3,030,000	971,000	205,000	511,000	292,000	5,009,000	3,390,000
Parks Development Fund									
Parks & Recreation Improvements									
Parks & Rec.	Community Park Development	1	90,000		466,000	473,000	457,000	1,486,000	
	Lake Fayetteville/Sequoyah Improvements	2	286,000					286,000	
	White River Baseball Complex Improvements	3	25,000	41,000				66,000	
	Park Beautifications	4	75,000					75,000	
	Fayetteville Boys & Girls Club Expansion	5		430,000				430,000	
	Park Improvements - Northeast Quadrant	6							4,026,000
	Park Improvements - Northwest Quadrant	7							3,296,000
	Park Improvements - Southeast Quadrant	8							11,401,000
	Park Improvements - Southwest Quadrant	9							14,367,000
Total Parks Development Fund Projects			476,000	471,000	466,000	473,000	457,000	2,343,000	33,090,000
Sales Tax Capital Improvements Fund									
Fire Safety Improvements									
Fire	Fire Apparatus - Ladder Truck	1	150,000					150,000	
	Fire Station - #7 Escrow Funds	2	167,000	323,000	232,000			722,000	
	Facility Maintenance	3	20,000	20,000	20,000	25,000	25,000	110,000	
	Fire Appparatus - Pumper	4		275,000				275,000	
	Fire Training Center	5			148,000	400,000		548,000	
	Fire Appparatus - Replacement Pumper	6					325,000	325,000	
			337,000	618,000	400,000	425,000	350,000	2,130,000	

Police Safety Improvements

Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Police	Radio System Replacement	1	294,000					294,000	
	Mobile Data System	2	10,000		30,000	40,000	40,000	120,000	
	PC/Terminal - Upgrade/Replacements	3	11,000		10,000	10,000	10,000	41,000	
	Police Building Improvements	4	55,000		10,000	10,000	9,000	84,000	
	Specialized Police Equipment	5	47,000		40,000	20,000	20,000	127,000	
	Evidence Storage Improvements	6	54,000					54,000	
	Public Safety Computer System Replacement	7		309,000		15,000	15,000	339,000	
	Dash Mounted Police Car Video Systems	8			60,000			60,000	
	Police Department Expansion	9			100,000	92,000	20,000	212,000	550,000
			471,000	309,000	250,000	187,000	114,000	1,331,000	550,000
Library Material Purchases & Improvements									
Library	Library Materials Purchases	1	161,000	165,000	161,000	257,000	275,000	1,019,000	187,000
	Library HVAC Replacement & Improvement	2	5,000	5,000				10,000	
			166,000	170,000	161,000	257,000	275,000	1,029,000	187,000
Parks & Recreation Improvements									
Parks & Rec.	Fayetteville Boys & Girls Club Expansion	1	250,000					250,000	
	Trail/Greenway/Park Land Acquisition & Development	2	500,000	300,000	250,000	350,000	310,000	1,710,000	350,000
	Trail & Drainage Improvements	3	155,000					155,000	
	Miscellaneous Park & Safety Improvements	4	54,000	50,000				104,000	
	Playground & Picnic Improvements	5	25,000	20,000	20,000	25,000	25,000	115,000	
	Neighborhood Park Development	6	50,000	10,000	40,000	75,000	80,000	255,000	
	White River Baseball Complex Improvements	7		100,000				100,000	
	Community Park Development	8		130,000		200,000	275,000	605,000	
	Park Beautifications	9		34,000	34,000	34,000	34,000	136,000	
	Wilson Park Improvements	10			150,000			150,000	
	North Shore Park Improvements	11				150,000		150,000	
	Gulley Park Improvements	12					75,000	75,000	100,000
			1,034,000	644,000	494,000	834,000	799,000	3,805,000	450,000
Bridge and Drainage Improvements									
Engineering	Betty Jo Drive Drainage Improvements	1	282,000	68,000				350,000	
	Holly Street and Vista Drive Drainage Improvements	2	600,000					600,000	
	Shenandoah Drainage Improvements	3	250,000					250,000	
	Drainage Study and Phase II Stormwater Management	4		200,000	200,000	200,000		600,000	
	Dead Horse Mountain Road - Bridge Cost Sharing	5		378,000				378,000	
	Miscellaneous Drainage Improvements	6			300,000	500,000	500,000	1,300,000	1,350,000
	Lake Sequoyah Bridge Improvements	7					335,000	335,000	
			1,132,000	646,000	500,000	700,000	835,000	3,813,000	1,350,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

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Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
In-House Street & Sidewalk Improvements									
Public Lands	Sidewalk Improvements	1	250,000	300,000	350,000	315,000	335,000	1,550,000	
Street	Pavement Improvements	2	1,004,000	1,050,000	1,050,000	1,050,000	1,114,000	5,268,000	
			1,254,000	1,350,000	1,400,000	1,365,000	1,449,000	6,818,000	
Street Improvements									
Engineering & Street	Rupple Road Extension - South of Highway 16 West	1	750,000					750,000	
	Old Missouri Road - Stubblefield Road to Rolling Hills	2	570,000					570,000	
	Shiloh & Futrall - Intersection & Signalization	3	200,000					200,000	
	Gregg Avenue & Appleby Road Intersection	4	129,000					129,000	
	Gregg Avenue - Township to Mud Creek Bridge	5	149,000	513,000	500,000	728,000		1,890,000	
	Street ROW/Intersection/Cost Sharing Improvements	6		350,000	500,000	150,000	150,000	1,150,000	
	Old Missouri Road - Rolling Hills to Old Wire Road	7		817,000				817,000	
	Old Missouri Road - Joyce Blvd. to Mud Creek Bridge	8		1,250,000				1,250,000	
	Shiloh Drive Extension	9			1,452,000			1,452,000	
	Mission Boulevard (Highway 45E) ROW	10				1,388,000		1,388,000	
	Huntsville Road (Highway 16 East) ROW	11					600,000	600,000	
	Old Wire Road - Mission Boulevard to Township Street	12					1,100,000	1,100,000	
	Van Asche Boulevard Cost Share	13					950,000	950,000	
	Township Street ROW	14							500,000
	Block Avenue Enhancements	15							2,175,000
	Sidewalk Replacement - Mountain Street & the Square	16							558,000
	West View Drive Reconstruction	17							250,000
			1,798,000	2,930,000	2,452,000	2,266,000	2,800,000	12,246,000	3,483,000
Transportation Improvements									
Traffic	Gregg Avenue & Appleby Road Traffic Signal	1	40,000					40,000	
	Traffic Signal Improvements	2	65,000	100,000	133,000	126,000	134,000	558,000	
	M.U.T.C.D. Sign Material	3	28,000	28,000	29,000	42,000	44,000	171,000	26,000
			133,000	128,000	162,000	168,000	178,000	769,000	26,000
Water & Sewer Improvements									
Water/Sewer & Engineering	Sanitary Sewer Rehabilitation	1	564,000					564,000	
	Mount Sequoyah Water/Sewer System Upgrade	2	1,995,000					1,995,000	
			2,559,000					2,559,000	

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Other Capital Improvements									
City Wide	Work Order System	1	263,000					263,000	
Information Tech.	Microcomputer Replacements	2	35,000	35,000	38,000	38,000	38,000	184,000	
Accounting	Infrastructure Appraisal Services	3	20,000					20,000	
Information Tech.	Local Access Network (LAN) Upgrades	4	60,000				75,000	135,000	
Utility Mgt.	Automated Citizen Information System	5	32,000					32,000	
Street	City Shop/Public Works Facility Security	6	75,000					75,000	
Building Maint.	Building Improvements	7	150,000	150,000	150,000	150,000	150,000	750,000	
Inspections	Automated Field Inspection System	8	77,000					77,000	
Animal Serv.	Shelter Quarantine Upgrade	9	31,000					31,000	
Public Lands	Forestry Program	10	60,000	60,000	60,000	50,000	50,000	280,000	
Information Tech.	Geographic Information System	11	83,000	60,000	52,000	140,000	140,000	475,000	315,000
Information Tech.	Printer Replacements	12	30,000	30,000	35,000	35,000	35,000	165,000	
Cable Admin.	P.E.G. Television Center - Equipment	13	46,000	46,000	46,000	72,000	64,000	274,000	
Budget	Budgeting & Planning Software System	14	150,000					150,000	
Animal Serv.	Kennel Upgrade	15	22,000					22,000	
Mayor's Admin.	Economic Development Matches	16	75,000	75,000	75,000	75,000	75,000	375,000	
Information Tech.	AS/400 Minicomputer System Upgrades	17					100,000	100,000	
Street	Heated Vehicle Storage	18							350,000
Animal Serv.	Animal Shelter Expansion	19							200,000
			1,209,000	456,000	456,000	560,000	727,000	3,408,000	865,000
Total Sales Tax Capital Improvements Fund Projects			10,093,000	7,251,000	6,275,000	6,762,000	7,527,000	37,908,000	6,911,000
Shop Fund									
Vehicles & Equipment									
Fleet Opers.	Police/Passenger Vehicles - Repl / Exp	1	330,000	299,000	329,000	381,000	336,000	1,675,000	358,000
	Sanitation Vehicles/Equipment - Repl / Exp	2	641,000		820,000	366,000	685,000	2,512,000	1,720,000
	Light/Medium Utility Vehicles - Repl / Exp	3	438,000	250,000	210,000	376,000		1,274,000	271,000
	Medium/Heavy Utility Vehicles - Repl / Exp	4	86,000					86,000	1,002,000
	Back Hoe/Loaders - Repl / Exp	5	109,000		384,000	128,000		621,000	419,000
	Tractor/Mower - Repl / Exp	6	96,000	58,000		217,000	91,000	462,000	84,000
	Other Vehicles/Equipment - Repl / Exp	7	188,000					188,000	418,000
	Construction Equipment - Repl / Exp	8	85,000	20,000	103,000	64,000		272,000	259,000
	Fire Vehicles/Equipment - Repl / Exp	9							263,000
Total Shop Fund Projects			1,973,000	627,000	1,846,000	1,532,000	1,112,000	7,090,000	4,794,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

09/24/2001
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Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Water & Sewer Fund									
Wastewater Treatment Improvements									
W.W.T.P.	W.W.T.P. Building Improvements	1	70,000	70,000	20,000	20,000	20,000	200,000	
	Plant Pumps and Equipment	2	90,000	90,000	90,000	90,000	90,000	450,000	
	Testing Equipment	3	14,000	14,000	14,000	14,000	14,000	70,000	
	Computer System Upgrade/Maintenance	4	6,000	6,000	6,000	6,000	6,000	30,000	
	Upgrade/Replace Lift Stations	5	50,000	50,000	50,000	50,000	50,000	250,000	
			230,000	230,000	180,000	180,000	180,000	1,000,000	
Water & Sewer Improvements									
Water/Sewer &	Sanitary Sewer Rehabilitation	1	1,086,000	1,248,000	1,062,000	1,666,000	1,439,000	6,501,000	4,085,000
	Water and Sewer Cost Sharing	2	111,000	150,000	150,000	150,000	150,000	711,000	19,000
	Rodgers Drive Water Tank	3	280,000					280,000	
	North College Avenue Water Line - Maple to North	4	878,000					878,000	
	Gregg Water/Sewer Relocations - 71 to Mud Creek	5		745,000				745,000	
	Jackson, Lakeside, and Kings Drive Water Lines	6			604,000			604,000	
	South School Water Line Replacement	7					227,000	227,000	
	Highway 16 East Water Line - Crossover to Van Hoose	8							1,402,000
	Huntsville Road - Water Line Replacements	9							761,000
	Baxter Water Tanks	10							390,000
	Hillcrest and North Street Water System Upgrade	11							1,929,000
	Goshen Water Tank	12							70,000
	Hyland Park Elevated Water Storage Tank	13							831,000
	Rolling Hills Drive Water Line Replacement	14							960,000
	Highway 62 West - Water Line Replacement	15							796,000
	North College Water Line - Township to Sycamore	16							949,000
	North College Water Line - Rolling Hills to Township	17							1,230,000
	Lafayette Street Water Line Replacement	18							334,000
	West Custer Water Line Replacement	19							245,000
	Holland Drive Water Line	20							463,000
	Gregg Avenue 18" Water Line - Township to Bypass	21							1,339,000
	Township W/S Relocations - Gregg to College	22							864,000
	Gregg Avenue 18" Water Line - Township to Sycamore	23							1,199,000
	North College Water Line - Millsap to Rolling Hills	24							811,000
	Maple Street W/S Relocation - Razorback to Garland	25							234,000
	Razorback Road W/S Relocation - 6th Street to Maple	26							15,656,000
	Razorback Road W/S - 6th Street to 15th Street	27							1,672,000
	Happy Hollow Rd Sewer Line - 4th Street to Lift Station	28							902,000
	Mount Sequoyah Elevated Water Storage Tank	29							1,100,000
	Sang Avenue Water Line - Deane to Lawson	30							70,000
	6th Street Water Line - Sang Avenue to Razorback Road	31							284,000
	Wilson Park Area - Water Relocations	32							500,000
	Crossover Road W/S Relocation - Mission to City Limits	33							4,553,000

Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
	Old Wire Road W/S Relocation	34							3,245,000
	Elkins Sewer Line Replacement	35							1,082,000
	Mission Boulevard W/S Relocations	36							4,790,000
	Crossover Sewer Line - Cliffs to Stonebridge Lift Sta.	37							1,069,000
	Minisystem 18 Sewer Line Replacement	38							2,496,000
	Cato Springs Sewer Line Installation	39							424,000
	Research & Technology Park - W/S Improvements	40							894,000
			2,355,000	2,143,000	1,816,000	1,816,000	1,816,000	9,946,000	57,648,000
Water & Sewer Services Improvements									
W/S Services	Water Meters	1	296,000	314,000	274,000	274,000	274,000	1,432,000	
	Backflow Prevention Assemblies	2	5,000	5,000	5,000	5,000	5,000	25,000	
	Water & Sewer Rate/Operations Study	3	40,000			126,000		166,000	
			341,000	319,000	279,000	405,000	279,000	1,623,000	
Total Water & Sewer Fund Projects			2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000	57,648,000
W.W.T.P. Bond Fund									
Water & Sewer Improvements									
Water/Sewer & Engineering	Wastewater System Improvement Project		11,800,000	35,000,000	30,000,000	30,000,000		106,800,000	
	Lift Station 21 - Force Main Replacement/Lining		9,200,000					9,200,000	
	15th Street Sewer Transmission Line Replacement		4,000,000					4,000,000	
Total Bond Fund Projects			25,000,000	35,000,000	30,000,000	30,000,000		120,000,000	
Library Construction Fund									
Library Improvements									
Library	Site Improvements for the New Central Library	1	572,000					572,000	
	New Central Library Building	2	11,093,000	9,324,000				20,417,000	
Total Library Construction Fund Projects			11,665,000	9,324,000				20,989,000	

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Off-Street Parking Fund									
Off-Street Parking Improvements									
Parking Mgt.	Parking Lot Overlays	1	28,000	25,000	13,000	8,000	13,000	87,000	
	Parking Deck Rehabilitation	2	10,000	10,000	10,000	10,000	10,000	50,000	
Total Off-Street Fund Projects			38,000	35,000	23,000	18,000	23,000	137,000	
Parking Deck Bond Fund									
Off-Street Parking Improvements									
Parking Mgt.	Parking Garage(s)	1	2,500,000		4,115,000			6,615,000	
Total Off-Street Fund Projects			2,500,000		4,115,000			6,615,000	
Solid Waste Fund									
Solid Waste Improvements									
Solid Waste	Residential Carts-Volume Based Program	1	880,000					880,000	
	Composting Pad Replacement	2	200,000					200,000	
	Rework Recycling Trucks	3	200,000					200,000	
	Collection Bins - Curbside Recycling	4	35,000	30,000	30,000	30,000	30,000	155,000	
	Bulk Containers	5	35,000	27,500	25,000	20,000	20,000	127,500	
	Composting Site Improvements	6	30,000	30,000		25,000	5,000	90,000	35,000
	Dumpster Lease Program	7		35,000		50,000		85,000	
	Commercial Cart Program	8		12,500	20,000		20,000	52,500	
	Curbside Recycling Improvements	9			41,000	25,000	40,000	106,000	
	Solid Waste Rate Study	10					35,000	35,000	
Total Solid Waste Fund Projects			1,380,000	135,000	116,000	150,000	150,000	1,931,000	35,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Comprehensive Detail

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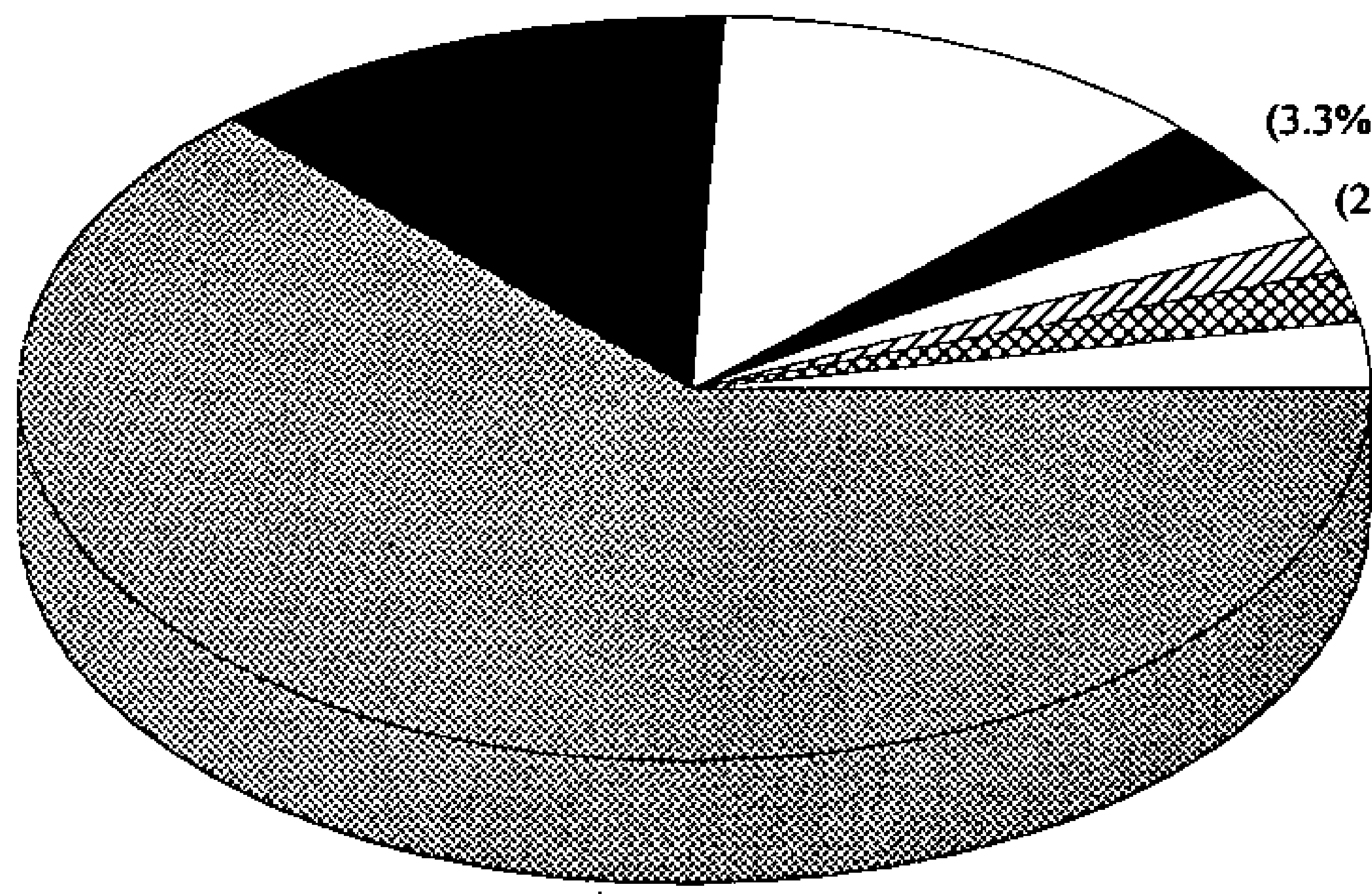
Source/Division	Project	Priority	2002	2003	2004	2005	2006	Total Request	Cost Beyond 2002-2006
Projects By Fund - All Sources									
Airport Fund			3,030,000	971,000	205,000	511,000	292,000	5,009,000	3,390,000
Parks Development Fund			476,000	471,000	466,000	473,000	457,000	2,343,000	33,090,000
Sales Tax Capital Improvements Fund			10,093,000	7,251,000	6,275,000	6,762,000	7,527,000	37,908,000	6,911,000
Shop Fund			1,973,000	627,000	1,846,000	1,532,000	1,112,000	7,090,000	4,794,000
Water & Sewer Fund			2,926,000	2,692,000	2,275,000	2,401,000	2,275,000	12,569,000	57,648,000
W.W.T.P. Bond Fund			25,000,000	35,000,000	30,000,000	30,000,000		120,000,000	
Library Construction Fund			11,665,000	9,324,000				20,989,000	
Off-Street Parking Fund			38,000	35,000	23,000	18,000	23,000	137,000	
Parking Deck Bond Fund			2,500,000		4,115,000			6,615,000	
Solid Waste Fund			1,380,000	135,000	116,000	150,000	150,000	1,931,000	35,000
			$ 59,081,000	$ 56,506,000	$ 45,321,000	$ 41,847,000	$ 11,836,000	$ 214,591,000	$ 105,868,000

Capital Improvement Projects By Project Area - All Sources 2002 - 2006



City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
By Project Area - All Sources
Five Year Summary

Project Area	2002	2003	2004	2005	2006	Total
Airport	$ 3,030,000	$ 971,000	$ 205,000	$ 511,000	$ 292,000	$ 5,009,000
Bridge, Drainage, & Transportation	1,303,000	809,000	685,000	886,000	1,036,000	4,719,000
Parks & Recreation	1,510,000	1,115,000	960,000	1,307,000	1,256,000	6,148,000
Public Safety	808,000	927,000	650,000	612,000	464,000	3,461,000
Shop	1,973,000	627,000	1,846,000	1,532,000	1,112,000	7,090,000
Street	5,552,000	4,280,000	7,967,000	3,631,000	4,249,000	25,679,000
Water & Sewer	30,485,000	37,692,000	32,275,000	32,401,000	2,275,000	135,128,000
Other	14,420,000	10,085,000	733,000	967,000	1,152,000	27,357,000
	$ 59,081,000	$ 56,506,000	$ 45,321,000	$ 41,847,000	$ 11,836,000	$ 214,591,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Airport Improvements		
Executive Hangar Complex	A complex of executive hangars having additional amenities and direct landside access from Ernest Lancaster Drive. Potentially eight units approximately 60' x 60' will be situated east of the existing T-hangar area and along the newly built Lancaster Drive extension. Actual planning and construction of the units will be based on a commitment to lease from potential tenants. The project will increase aircraft based at the field, increase fuel sales, and stimulate additional development including avionics-related business.	500,000
Individual Hangars	The two 60' x 60' hangars would be constructed to accommodate individual planes and would be adjoining the general aviation ramp on the east side of the airport. The units will satisfy the demand for aircraft owners who wish to have their own hanger but do not have aircraft large enough to justify the cost of an industrial or commercial hangar.	200,000
Industrial Hangars	Three industrial hangars approximately 200' x 200' for construction along the east-side taxiway is proposed in the most recent draft of the Airport's Conceptual Land Use Plan and figures prominently in a strategy for economic development at Drake Field. The Airport may offer a low-cost, long-term land lease and partial financing up to one half of the construction cost to the potential tenant as incentive to locate at Drake Field. Four hangars of this size are identified in the Airport's Land Use Plan. Private investment by the tenant or a third party developer will be necessary before a project can proceed.	1,795,000
T-Hangar Unit Expansion	Three additional 8-bay T-hangar units located on approximately 4.4 acres north of the existing T-hangar area.	895,000
Bridge and Drainage Improvements		
Miscellaneous Drainage Improvements	This project will allow for the construction of miscellaneous drainage improvements where needed.	1,350,000
Library Material Purchases & Improvements		
Library Materials Purchases	This request is to fund library materials at the national average for public libraries in cities of 50,000 to 90,000 population. The materials budget was \$3.50 per capita in 2000--under the national average of \$4.19 (Public Library Association, Statistical Report 2000) by 17% for cities 50,000-99,999 in population. Funding for materials is 70% from City of Fayetteville CIP and 30% from the Washington County library millage.	187,000
Other Capital Improvements		
Animal Shelter Expansion	This project is to build another 2,400 square foot brick block kennel for housing the Washington County animals. The City is working with the County for the County to provide the cost reimbursement for the building and the City will provide the staff to maintain the building and the County animals it will house.	200,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Other Capital Improvements		
Geographic Information System	Geographic Information systems (GIS) are organized collections of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information. This system provides necessary information for planning, engineering, and public utility projects. Additionally, GIS provides applications to assist many other City divisions including Police, Fire, Street, Traffic, and Parks & Recreation. This project is to upgrade and expand the City's base GIS computer hardware, software, and data collection systems to accommodate growth in the sytem's applications and user base.	315,000
Heated Vehicle Storage	A heated storage building/awning is needed for Public Works equipment, supplies, and vehicles. The awning will allow equipment to be plugged in during the winter months for easier starting and longer service life. The Street Division has moved into a newer facility and lost the awning with power for plugging in diesel equipment. This building/awning will also allow the Street Division to move all vehicles away from the staging line for vehicles in for repair.	350,000
Parks & Recreation Improvements		
Gulley Park Improvements	A large pavilion is scheduled in the year 2006 for large groups, family gatherings, and company picnics. The existing small gazebo is regularly booked and will not accommodate large groups.	100,000
Park Improvements - Northeast Quadrant	Park improvements for the northeast quadrant as identified in the Park Master Plan.	4,026,000
Park Improvements - Northwest Quadrant	Park improvements for the northwest quadrant as identified in the Park Master Plan.	3,296,000
Park Improvements - Southeast Quadrant	Park improvements for the southeast quadrant as identified in the Park Master Plan.	11,401,000
Park Improvements - Southwest Quadrant	Park improvements for the southwest quadrant as identified in the Park Master Plan.	14,367,000
Trail/Greenway/Park Land Acquisition & Development	This project is to purchase land for greenways, trails, and parks as determined the the Parks & Recreation Advisory Board. It will also survey park boundaries and provide signs and fencing for park properties. This project provides for the construction of a multi-use trail network throughout the City for pedestrians/bicyclists and allows matching funds for cost sharing of Federal Enhancement Funds.	350,000
Police Safety Improvements		
Police Department Expansion	To evaluate existing City buildings for expansion such as the current Police/Court building or Interium City Hall. If it is feasible to use an existing building, a contract will be issued for an architect and then construction.	550,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
<u>Solid Waste Improvements</u>		
Composting Site Improvements	The City's composting facility is permitted by ADPC&E. Under this permit, the City must meet all regulations for a type Y (green waste only) facility. The existing composting pad was constructed ten years ago and is beginning to show signs of ponding water which is a violation of the composting permit. This project will include grading and drainage upgrades and compost pad repairs to provide a surface for efficient run-off of excessive rain water.	35,000
<u>Street Improvements</u>		
Block Avenue Enhancements	This project is for proposed sidewalk, landscaping and traffic enhancements to generally match Dickson Street on Block Avenue from Dickson Street to Center Street. The estimates are street and landscaping improvements at $1,200,000, engineering at $200,000, easements and rights-of-way at $125,000, underground utility relocations/replacements at $250,000, and water and sewer replacements/improvements at $400,000.	2,175,000
Sidewalk Replacement - Mountain Street & the Square	This project is for replacement sidewalks around the City Square and west on Mountain Street to the new Library. The estimate is based upon $10/square yard for removal and disposal, $38/square yard for replacement, $10/linear foot for special curbing, and $15/linear foot for brick treatment.	558,000
Township Street ROW	This project is to widen Township Street (Highway 180) from North College Avenue to Gregg Street from two to four lanes. The Arkansas Highway and Transportation Department will perform the work with the City providing the rights-of-way and the water and sewer relocations.	500,000
West View Drive Reconstruction	This project is to reconstruct West View Drive from Jimmie Avenue to Karyn Avenue. The existing street has experienced sub-grade failures and it may require off-site drainage improvements.	250,000
<u>Transportation Improvements</u>		
M.U.T.C.D. Sign Material	Material to make standard M.U.T.C.D. and special signs. Making our own signs is more cost efficient than outside purchases. In addition, this project also involves purchasing aluminum blanks used to make street markers and other standard signs.	26,000
<u>Vehicles & Equipment</u>		
Back Hoe/Loaders - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	419,000
Construction Equipment - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	259,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Vehicles & Equipment		
Fire Vehicles/Equipment - Replacement	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding need of the requesting division.	263,000
Light/Medium Utility Vehicles - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	271,000
Medium/Heavy Utility Vehicles - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	1,002,000
Other Vehicles/Equipment - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	418,000
Police/Passenger Vehicles - Repl / Exp	To replace obsolete or high maintenance vehicles which are no longer suited for police service. This will allow recycling of units to various other locations, eliminating the need to purchase standard passenger cars.	358,000
Sanitation Vehicles/Equipment - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	1,720,000
Tractor/Mower - Repl / Exp	The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular line service. In addition, this project will place additional units into service which will provide efficient and cost effective work tools for the expanding needs of the requesting divisions.	84,000
Water & Sewer Improvements		
6th Street Water Line - Sang Avenue to Razorback Road	Install approximately 1,500' of 18" water line on 6th Street between Sang and Lewis Avenues and 800' of 8" between Arbuckle Lane and Razorback Road. This line is required to improve the transmission capacity in the area and to complete the loops servicing several restaurants. The project cost is based on a construction cost of $100 per foot, an engineering cost of 15%, and an easement cost of 8%. Construction cost: $230,000; Engineering cost: $35,000; Easement cost: $19,000.	284,000
Baxter Water Tanks	This project is to paint the five million and one million gallon water storage tanks on Baxter Lane to eliminate internal and external corrosion. The cost of engineering and paint sampling is included.	390,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
Cato Springs Sewer Line Installation	Install 6,500' of 16" to 18" of new sewer line in parallel to Cato Springs Road from Greenland to the 24" transmission line south of 15th Street. This project will need to be fully evaluated after the west side WWTP is constructed. The cost is based on Garver and Garver's estimate as part of the WWTP Master Plan dated December 2000. The cost is $103 per foot of pipe with engineering and easements included. The project will include eliminating the sewer pump station at Cato Springs Road in Greenland.	424,000
Crossover Road W/S Relocation - Mission to City Limits	Replace and relocate the existing water and sewer lines on Crossover Road from Mission Boulevard to the north city limits as a requirement to widen Crossover Road to four or five lanes. This project involves intermittent sections of both water and sewer main from 6" to 36" in diameter. The water line should include a main on both sides of the road in some areas to minimize road crossings. It is recommended that no taps be made on the 36" transmission line. The cost estimate for 25,500' of water line and 3,200' of sewer line is $125 per foot of pipe and does not include the easements and engineering.	4,553,000
Crossover Sewer Line - Cliffs to Stonebridge Lift Sta.	Replacement of 7,300' of sewer line which runs parallel to Crossover Road from Cliffs Drive to the Stonebridge sewer lift station. The cost is based on Garver and Garver's estimate as part of the Wastewater Treatment Plant Master Plan dated December 2000. The per foot of pipe cost is estimated at $110 and includes the engineering and easements.	1,069,000
Elkins Sewer Line Replacement	Due to increased capacity needs, the sewer line that serves as the gravity outfall from the Elkins sewer force main needs to be replaced. The line should be replaced to the Mally Wagnon Road sewer pump station. The cost is based on Garver and Garver's estimate as part of the Wastewater Treatment Plant Master Plan dated December 2000. The per foot price is $147 and includes the engineering and easements.	1,082,000
Goshen Water Tank	Evaluation and repair or replacement of the existing 300,000 gallon water tank in Goshen. The tank has significant internal corrosion problems. The tank is leaking through the floor as of April 2001. If the tank is replaced, the overflow elevation will be raised to match the City of Fayetteville's primary pressure plane at 1,578 feet above sea level and the volume will be re-evaluated. The cost estimate is based on $0.70 per gallon of water stored for construction. If the tank is not replaced the interior will have to be repaired and repainted/recoated. The estimate to repaint/recoat is $15,000 for external painting, $35,000 for all interior work, and $20,000 for specifications, disinfection and other associated work items.	70,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
Gregg Avenue 18" Water Line - Township to Sycamore	Installation of approximately 9,000' of 18" water line on Gregg Avenue between Township Street and Sycamore Street. This project will increase the needed transmission capacity, replace the existing 8" line which is over 100 years old, and increase fire flow conditions. This line will complete the 18" loop from Sycamore Street to Van Asche. The project cost is based on a constructions cost of $75 per foot or $675,000, engineering at 15% or $102,000, and easement costs at 5% or $34,000.	1,199,000
Gregg Avenue Water Relocation - Township to Bypass	This project is associated with the state widening of Gregg Avenue. The water line will be an 18" pipe to increase transmission capability in the area and increase fire flows. The cost is estimated for approximately 15,000' at $75 per foot. The easement and engineering costs are not included in the unit price.	1,339,000
Happy Hollow Rd Sewer Line - 4th Street to Lift Station	Replace the 36" gravity transmission sewer line in Happy Hollow Road from 4th Street to the Happy Hollow sewer lift station. The cost is based on Garver and Garver's estimate as part of the Wastewater Treatment Plant Master Plan dated December 2000. The per foot of pipe cost is estimated at $166 and includes the engineering and easements.	902,000
Highway 16 E. Water Line - Crossover to Van Hoose	Install approximately 19,000' of 12" water line on Highway 16 between Crossover Road and Van Hoose Drive. This project is required for several reasons: 1) The soil is corrosive and the existing 8" line experiences numerous major breaks; 2) An increase in capacity served by this line is needed; 3) Some of the higher elevation areas experience low pressure during high water usage and a larger line will increase the pressure under these conditions; and 4) A larger line will increase the fire protection available in the area. The project cost is based on a construction cost of $60 per foot, an engineering cost of 15%, and an easement cost of 8%. Construction cost: $1,140,000; Engineering cost: $171,000; Easement cost: $91,000.	1,402,000
Highway 62 West - Water Line Replacement	Install approximately 2,500' of 12" water line and 5,700' of 18" water line on Highway 62 West. The 12" will be on the north side of US 62 from One Mile Road to Dinsmore Trail and the 18" section will extend to Barbara Street. The soil is corrosive and the existing 12" line experiences numerous major breaks which creates significant water and traffic dangers. The area needs the increased capacity and the higher elevation areas experience low pressure during medium to high usage and a larger line will alleviate these pressure problems.	796,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
Hillcrest and North Street Water System Upgrade	Replace the existing 2" water lines in the vicinity of Hillcrest Avenue and North Street with 6" lines and extend the high pressure plane area to all locations with an elevation above 1,480'. The cost estimate is based on 13,370' of pipe at $120 per foot for construction. The easements are not included but most of the line will be built in the street or in existing easements. This is a fully developed area with numerous utilities. All services will need to be replaced and many need to be rerouted. This area is currently fed by in intermixed system of high and low pressure pipes, all 2" diameter. Many houses have insufficient pressure (less than 40 psi static) and all fire hydrants above 1,500' have insufficient flow.	1,929,000
Holland Drive Water Line	Install a new 8" water main adjacent to the roadway on Holland Drive in Farmington between Old Farmington Road and Wolfdale Road. The line will also run up Rallston Drive to the dead end to the east and down Old Farmington Road both east and west to tie to existing mains. The project includes roughly 4,200'. The existing service lines and meters should all be relocated to the right-of- way line to meet current codes. The cost estimate is at $90 per foot and easements and engineering are additional. The existing water system in this area consists of numerous small dead end lines which need to be abandoned. Most service lines run across multiple properties without proper easements. The 6" main on Wolfdale is too long and unlooped and needs reinforcement via looping.	463,000
Huntsville Road - Water Line Replacements	Install approximately 9,500' of 12" water line on Huntsville Road between Mill Avenue and Crossover Road. The soil is corrosive and the existing 8" line has experienced numerous major breaks. Capacity needs to be increased for this area as well as the pressure to the higher elevation areas. Replacement of the smaller line will also increase the fire protection. The project cost is based on a construction cost of $65 per foot, an engineering cost of 15%, and an easement cost of 8%. Construction cost: $618,000; Engineering cost: $93,000; Easement cost: $50,000.	761,000
Hyland Park Elevated Water Storage Tank	This project will provide for an elevated tank to serve the high elevation area east of Highway 265 between Highways 45 and 16. The project is needed to stabilize the pressure during peak demands during the summer, to provide consistent fire flows under all conditions, and to provide emergency storage.	831,000
Lafayette Street Water Line Replacement	Replace and relocate the existing 4" water main on Lafayette Street between West Avenue and North College Avenue. The new line will be an 8" water main approximately 2,700' long. The existing service lines are a mix of copper and galvanized and should all be replaced. The meter loops and boxes will be replaced unless they meet the current specifications and are located at the right-of- way line. The cost estimate is based on 2,700' of pipe at $100 per foot. The engineering and easements are not included. Service line work should be done via right of entry forms rather than easements. The existing 4" main, which was installed prior to 1915, cannot support fire hydrants and causes pressure problems in the higher elevations providing the area with inadequate fire protection.	334,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
Maple Street W/S Relocation - Razorback to Garland	Replace and relocate the existing 12" water lines on Maple Street from Razorback Road to Garland Avenue as required to widen Maple to four lanes. The water main should be placed on the north side of the road with intermittent road crossings as needed. This water line has experienced several corrosion leaks. The construction cost is estimate based on 1,700' of water line at $110 per foot. The easements and engineering are not included in the unit price.	234,000
Mini-System 18 Sewer Line Replacement	Replace 13,444 feet of sewer line in parallel to Town Branch with 8" to 30" pipe from Dickson Street to the 30" transmission line south of 15th Street. The scope of this project will need to be fully evaluated after the west side Wastewater Treatment Plant (WWTP) is constructed. The cost is based on Garver and Garver's estimate as part of the WWTP Master Plan dated December 2000. The cost estimate is $139 per foot of pipe including engineering and easements.	2,496,000
Mission Boulevard W/S Relocations	Replace and relocate the existing water and sewer lines on Mission Boulevard (Highway 45) from North Street to the city limits, as required to widen Mission to four or five lanes. This will involve intermittent sections of both water and sewer mains from 6" to 36" diameter. The water will include a main on both sides of the road to minimize road crossings. The construction cost estimate is based on 18,000' of water line and 7,500' of sewer line at $150 per foot. The easements and engineering are not included in this unit price.	4,790,000
Mount Sequoyah Elevated Water Storage Tank	Replace the existing 250,000 gallon water tank with a 750,000 gallon water tank on the top of Mount Sequoyah. The City owns sufficient land at the site. This project will improve water pressure, flow, and fire protection to the high areas in the center part of the City.	1,100,000
North College Water Line - Millsap to Rolling Hills	Install approximately 5,000' of 12" water line on North College Avenue between Millsap Road and Rolling Hills Drive. This project is recommended by the water study to increase our transmission and fire flows in this area. Additionally, the east side of College Avenue is inadequately served by the existing lines. This line will replace sections of the 16" and 20" line which has been abandoned. The project cost is based on a construction cost of $100 per foot, an engineering cost of 15%, and an easement cost of 8%. Construction cost: $500,000; Engineering cost: $75,000; Easement cost: $40,000.	811,000
North College Water Line - Rolling Hills to Township	Install approximately 10,000' of 12" water line on North College between Rolling Hills Drive and Township Street. This project is recommended by the water study to increase the transmission and fire flows in this area. Additionally, the east side of College Avenue is inadequately served by the existing lines. This line will replace sections of the 16" and 20" line which has been abandoned. The project cost is based on a construction cost of $100 per foot, an engineering cost of 15%, and an easement cost of 8%. Construction cost: $1,000,000; Engineering cost: $150,000; Easement cost: $ 80,000.	1,230,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
North College Water Line - Township to Sycamore	Replace approximately 7,900' of 6", 8", and 20" water line on North College Avenue between Sycamore and Township streets. The existing line experiences numerous major breaks and transmission capacity needs to be increased. Some of the service areas experience marginal flows under fire flow conditions and additional fire hydrants are needed to improve the fire protection. The current line is under the street surface. These lines service numerous restaurants and other major water customers with significant public impact for each water break. The project cost is based on a construction cost of $100 per foot.	949,000
Old Wire Road W/S Relocation	Replace and relocate the existing water and sewer lines on Old Wire Road from Mission Boulevard (Hwy 45) to Township Street, as required to widen Old Wire Road to three or four lanes. This will involve intermittent sections of both water and sewer main from 6" to 36" in diameter. The water will include a main on both sides of the road to minimize road crossings. The cost estimate is based on 13,700' of water line and 4,000' of sewer line at $150 per foot and easements and engineering are not included in this unit price. The 36" water transmission line installed in 1969 runs under the edge of Old Wire Road along this entire section.	3,245,000
Razorback Road W/S - 6th Street to 15th Street	This project is to relocate the water and sewer lines on Razorback Road from 6th Street to 15th Street. The relocations include 9,350 ' of water main and 6,400' of sewer main.	1,672,000
Razorback Road W/S Relocation - 6th Street to Maple	Replace and relocate the existing 12" water and 8" sewer lines on Razorback Road (Highway 112) from 6th Street to Maple Street to widen Razorback Road to four or five lanes. The water will include a main on the west side of the road with intermittent road crossings as needed. The cost estimate is based on 5,830' of water line and 5,860' of sewer line and is $110 per foot. The easements and engineering are not included in the unit price. For water lines the estimate includes 200' of pipe going south, east, and west at the intersection of 6th Street and 100' of pipe in each direction at Maple Street. For sewer lines the estimate includes replacing the full pipe segment for each line entering the line on Razorback.	15,656,000
Research & Technology Park - W/S Improvements	Water and sewer extensions and improvements necessary within the development to serve only phase I of the Arkansas Research and Technology Park development.	894,000
Rolling Hills Drive Water Line Replacement	Replace the existing water line on Rolling Hills Drive from Old Missouri Road to College Avenue as the existing line has experienced a number of major leaks and replace approximately 4,000' of pipe on roads in the same area which have experienced similar corrosion leaks. These roads include Loxley Avenue south of Rolling Hills Drive and Hilldale Drive east of Loxley Avenue. Other lines will be defined as the project approaches final design. Service lines will be replaced to each meter loop with polyethylene, as the corrosion is from external soil corrosiveness. The cost is estimated at $100 per foot. The easements and engineering are not included in this unit price.	960,000

City of Fayetteville, Arkansas
2002 - 2006 Capital Improvements Program
Unfunded Projects

Project	Project Description	Amount (2001 Dollars)
Water & Sewer Improvements		
Sang Avenue Water Line - Deane to Lawson	Install approximately 1,000' of 12" water line on Sang Avenue between Deane and Lawson streets. This project is recommended by the water study to complete a loop and increase the transmission and fire flows in this area. The project cost is based on a construction cost of $60 per foot, an engineering cost of 15%, and an easement cost of 2%. Construction cost: $60,000; Engineering cost: $9,000; Easement cost: $1,000.	70,000
Sanitary Sewer Rehabilitation	Rehabilitation of the City's existing sewer collection system. Improvements are necessary to reduce storm and ground water flows into the system which cause sewer overflows at several locations in the City. The project is required to meet state and federal laws. Until 1996, the project was mandated by an EPA Administrative Order which is no longer in force. The City has been told that they did not receive another order because of the progress made to date and the work planned for the future. Projects include replacing and lining existing sewer mains, rehabilitating manholes, upgrading lift stations, building relief sewers, and (possibly) constructing a sewage detention basin. This project is funded in both Sales Tax Capital Improvement and Water & Sewer Funds in 2002.	4,085,000
Township W/S Relocations - Gregg to College	Replace and relocate the existing water and sewer lines on Township Street from Gregg Avenue to College Avenue to widen Township Street to three or five lanes. The water plan will include a main on both sides of the road to minimize road crossings and the sewer system will be rerouted to provide better service to lots which do not currently have legal access to sewer. The water line is located in the street and has experienced some external corrosion leaks. The cost estimate is based on 2,400' of water line and 2,200' of sewer line at $150 per foot. The easements and engineering are not included in this price.	864,000
Water and Sewer Cost Sharing	This will provide funding for projects to be cost shared by the City and developers or individuals. Each project will be approved on a case by case basis.	19,000
West Custer Water Line Replacement	Replacement of 2,000' of existing 24" water main on West Custer Lane south of 18th Street. The existing line has experienced a number of major leaks due to external corrosion and presents a risk of flooding homes. The per foot of pipe cost is estimated at $100 and easements and engineering are not included in the unit price.	245,000
Wilson Park Area - Water Relocations	Replace and relocate approximately 5,000' of water line in the area south and west of Wilson Park. These lines pass under several homes and need to be relocated. The lines are part of the original system installed prior to 1906. The project cost is estimated at $100 per foot.	500,000

Total Unfunded Projects — 105,868,000

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

City of Fayetteville Ordinance § 91.16
Flowage Fees

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Gary Dumas	Airport	Environmental Services
Name	Division	Department

ACTION REQUIRED:
Amend the City of Fayetteville Code of Ordinances: Title 9-General Regulations, § 91.16 (see changed wording attached)

COST TO CITY:
$

-0-	$ N / A	
Cost of this Request	Category/Project Budget	Category/Project Name
N / A	$ N / A	
Account Number	Funds used to date	Program Name
	$ N / A	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW:
10/2/01
Budget Manager Date

____ Budgeted Item

Administrative Services Dir. Date

____ Budget Adjustment Attached

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing 10/2/01	Nancy Smith 10/2/01	
Accounting Manager Date	Internal Auditor Date	**GRANTING AGENCY**
10/2/01		
City Attorney Date	ADA Coordinator Date	
10/2/01		
Purchasing Officer Date	Grants Coordinator Date	

STAFF RECOMMENDATION: Approval

Division Head Date
10-1-01
Department Director Date
10/3/01
Administrative Services Director Date
10/4/01
Dan Coody
Mayor Date

Cross Reference

New Item: Yes No
Prev. Ord/Res#: ________
Orig Cont. Date: ________
Orig Cont #: ________

RECEIVED
OCT 04 2001
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7642

AIRPORT MANAGEMENT
GARY DUMAS, ENVIRONMENTAL SERVICES DIRECTOR / AIPRORT MANAGER INTERIM

TO: Dan Coody, Mayor
Fayetteville City Council Members

FROM: Gary Dumas, Utility Services Director / Interim Airport Manager

THRU: Staff Review Committee

DATE: September 19, 2001

SUBJECT: City of Fayetteville Ordinance § 91.16 - Flowage Fees

Background: Title 9 - General Regulations of the City of Fayetteville Code of Ordinances (see attached copy of the ordinance) orders that fuel supplier operators remit a .05 per gallon flowage fee to the City for fuel delivered to the airport. Also, the wholesale Petroleum Product Distributor is required to remit a .01per gallon flowage fee. In the past, the Airport received a combined total of .06 per gallon in flowage fee revenue from fueling operations at the airport.

The Drake Field Fixed Base Operator (FBO) was required to submit a monthly report to the Airport Administration detailing the amount of fuel delivered to the airfield. The wholesale distributor also was required to submit a corresponding report. This arrangement enabled verification of records from both parties.

In practice, the wholesale distributor would escrow the .01 fee, remit their portion of the total .06 flowage fee funds to the City, and invoice the Drake Field FBO operator for the amount. Effectively, the airfield FBO operator was responsible for the total amount.

On August 1, 2001, the City took over the Drake Field FBO operation. As a mater of good housekeeping, it is not practical for the fuel distributor to escrow the .01 fee, remit the funds to the City, then issue the City an invoice for the amount. Nor is it practical for the City to pay itself the .05 per gallon fee or maintain any records to that effect.

The wording of the ordinance does not differentiate the City from "any person supplying fuel at the Fayetteville Municipal Airport." Therefore, in order to clarify the ordinance for the current situation, and also to preserve its potential usefulness at some future time, changes to the wording of the ordinance are needed.

The suggested new wording is attached for your review as: Exhibit "A"

ordinance. ?M

Requested Action: Staff recommends approval of the attached ~~resolution~~.

GD/jn
Attachments: Copy of existing Ordinance § 91.16
Exhibit "A"

§ 91.16 FLOWAGE FEES; RECORDS TO BE KEPT.

(A) *Fuel suppliers.* Any person supplying aviation fuel or automotive fuel at the Fayetteville Municipal Airport shall pay to the city a flowage fee of $0.05 per gallon for aviation or automotive fuel delivered to the Fayetteville Municipal Airport. Such flowage fee shall be in addition to the flowage fee imposed by division (B) of this section. The supplier shall keep accurate records reflecting the number of gallons of aviation or automotive fuel delivered to Fayetteville Municipal Airport each month and shall remit to the City Finance Department by the 10th day of each month the flowage fee payable under this section, together with copies of the supplier's bills of lading for the preceding month reflecting the number of gallons delivered to the Fayetteville Municipal Airport.

(B) *Petroleum product distributors.* Any petroleum product distributor supplying aviation or automotive fuel at the Fayetteville Municipal Airport (Drake Field) shall pay to the city a flowage fee of $0.01 per gallon of aviation or automotive fuel supplied at the Fayetteville Municipal Airport (Drake Field). Said supplier shall keep accurate records reflecting the number of gallons of aviation and automotive fuels supplied at the airport each month and shall remit to the City Finance Director by the 10th day of the month the flowage fee payable under this section, together with a copy of said supplier's records for the preceding month reflecting the number of gallons supplied at the airport.

(C) *Scheduled aircraft carriers providing own fuel.* Any aircraft carrier providing its own fuel to its own aircraft at the Fayetteville Municipal Airport (Drake Field) shall pay to the city a flowage fee of $0.05 per gallon on all aviation fuel and gasoline fuel delivered to the Fayetteville Municipal Airport (Drake Field) each month. Such aircraft carrier shall present the city with bills of lading for all fuel delivered to the Fayetteville Municipal Airport (Drake Field) and remit the appropriate general aviation and gasoline tax by the 10th day of the succeeding month.
('65 Code, § 2A-12) (Ord. 2639, passed 6-30-80; Am. Ord. 2733, passed 6-16-81; Am. Ord. 2874, passed 1-4-83; Am. Ord. 3-69, passed 3-5-85) Penalty, see § 91.99

§ 91.17 SMOKING WITHIN AIRPORT TERMINAL.

It shall be unlawful for any person to smoke or carry any lighted cigarette, cigar, or pipe within the Fayetteville Municipal Airport Terminal.
(Ord. 3556, passed 7-2-91)

§ 91.99 PENALTY.

(A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than $500 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. If the violation of this chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed $250 for each day that the same is unlawfully continued. ('65 Code, § 1-5) (Ord. 2128, passed 7-15-75)

(B) Any person convicted of violating § 91.02(A) shall be punished by a fine of not more than $500 or double that sum for each repetition of such offense.
('65 Code, § 2A-2) (Ord. 2851, passed 9-7-82; Am. Ord. 2940, passed 9-12-83)

EXHIBIT A

Changes in *italics*

§ 91.16 Flowage Fees; Records to be kept

(A) Fuel Suppliers. Any person, *business entity, or organization, other than the City of Fayetteville,* supplying aviation fuel or...

(B) Petroleum Product Distributor. Any petroleum product distributor supplying aviation or automotive fuel *to any person, business entity, or organization, other than the City of Fayetteville,* at the Fayetteville Municipal Airport...

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Ed Connell	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: The passage of a resolution approving the *Offer and Acceptance Contract* between the **City of Fayetteville** and **Real Assets, Inc.** dated Sept. 26, 2001, for the sale of 12.91 acres of land in a part of the NW-SE-1-16-30 (Hwy 45 East of Crossover) for a price of $305,001.01 less associated closing costs where applicable. Approval of a budget adjustment is also requested.

COST TO CITY:

$ -305,001.01	$ - 0 -	Gain/Loss on the Sale of Assets
Cost of this Request	Category/Project Budget	Category/Project Name
5400-0940-6881-02	$ - 0 -	
Account Number	Funds Used To Date	Program Name
01057-30	$ - 0 -	Water/Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager	10/3/01 Date	Internal Auditor	Date
City Attorney	10/3/01 Date	ADA Coordinator	Date
Purchasing Officer	10/3/01 Date		

STAFF RECOMMENDATION: Staff recommends approval of the contract and sale of the property with the purpose of securing funds to acquire railroad right of way along Gregg Avenue for the expansion of said street. This land was appraised for $260,000 in early 2000.

Division Head	10-03-01 Date	Cross Reference
Department Director	10-03-01 Date	New Item: Yes ___ No ___
Administrative Services Director	10/4/01 Date	Prev Ord/Res #: ______
Mayor	10/5/01 Date	Orig Contract Date: ______

Hwy 45
C. 11. Page 2

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Public Works	Date Requested	Adjustment #
2001	Division:	Engineering	11/06/2001	
	Program:	Water & Sewer Improvements		

Project or Item Requested:

$389,407 in funding for the Garland Avenue Water & Sewer Improvements capital project in the Water & Sewer Fund.

$270,000 in funding to initiate the Gregg Avenue - Township to Mud Creek Bridge Expansion capital project.

Project or Item Deleted:

To recognize $305,000 in additional revenue in the Water & Sewer Fund. $84,407 from the Water & Sewer Fund Use of Fund Balance account.

$389,407 in funding from the Garland Avenue Water & Sewer Improvements capital project in the Sales Tax Capital Improvements Fund.

Justification of this Increase:

The purpose of this budget adjustment is to move the remaining budget of the Garland Avenue Water & Sewer Improvements capital project from the Sales Tax Capital Improvements Fund to the Water & Sewer Fund.

By doing this, additional funding will be available to purchase land for the Gregg Avenue Expansion project.

Justification of this Decrease:

The additional revenue received is due to the sale of 12.91 acres of land to Real Assets, Inc.

The funding for the project will simply be moved from one funding source to another.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Water Line Improvements	389,407	5400	5600		5808	00	00018	20
Use of Fund Balance	119,407	4470	0947		4999	99		
Land Acquisition	270,000	4470	9470		5805	00	01057	30

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	84,407	5400	0940		4999	99		
Gain/Loss on Sale of Assets	305,000	5400	0940		6881	02		
Water Line Improvements	389,407	4470	9470		5808	00	00018	20

Approval Signatures

Requested By — Date

[signature] — 10-2-01

Budget Manager — Date

[signature] — 10-3-01

Department Director — Date

[signature] — 10/4/01

Admin. Services Director — Date

[signature] — 10/5/01

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

City Council Meeting
10/16/01
Resoultion to approve
Sale failed Unanimously

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: October 1, 2001

TO: Fayetteville City Council Members

THRU: Dan Coody, Mayor
Gregg Boettcher, Public Works Director
John Maguire, Economic Development Director
Jim Beavers, City Engineer

FROM: Ed Connell, Land Agent
RE: Sale and Development of City Property on Highway 45

The City has, for the last 15 years, been the owner of approximately 12-13 acres of land on Highway 45, between Starr Drive and Fox Hunter Road. Specifically, the property lies East of Madison Avenue Subdivision and West of Barrington Park Subdivision , Phase II. The newly created Madison Drive goes through the southern portion of this property, thus eliminating about 0.60 acre and reducing the total from 13.51 to 12.91 acres. Attached, please find drawings and diagrams of the location. This land was acquired by the City in conjunction with a court order relating to the installation of sewer mains through the property. At one point in time the City attempted to create a municipal cemetery on this land, but was turned down by the State. The land is zoned R-1 and the property contains a number of sewer and drainage easements. It is the intention of the City Administration to sell this land , mostly because the land is not in use for City purposes and secondarily, the money is to be reserved toward the acquisition (~~$363,360)~~ of railroad right of way for the expansion of Gregg Avenue.

$203,200

The referenced property was appraised in 2000 for $260,000 by an independent appraiser. The City has completed a sealed bid opening on September 26th with Mark Brewer and Scott Tanner of Real Assets, Inc. being the top bidder at $305,001.01. There were two bids at the closing, the second highest bid being from Kirk Elsass/J. D. Lindsey/ Sam Mathias in the amount of $301,000.00. This closed bid was preceded by two false starts which lacked continuity among bidders due to the development of this sale. Attached herewith is an executed *Offer and Acceptance Contract* which has been signed by the successful bidders and the City Administration. Your approval of this transaction is hereby requested. Mr. Brewer intends to submit for a large scale residential development on this land.

This offer to sell by the City has been advertised three times in the Arkansas-Gazette/ Northwest Ark. Times, each with a one-day add: once in the early part of August which requested any objections to the proposed sale of this property to an individual developer entity (see attached letter from Fran Alexander); once at the latter part of August inviting public bids; and a third time in mid September requesting sealed bids. There were three bids which resulted from the second advertisement, however, the basis for such bids was like comparing apples and oranges. In the final bid procedure, two of the three bidders combined and submitted one bid (second place) while the other single bidder had the successful bid. Based upon the Mayor's new policy for open public bidding, the City will require sealed bids for parcels of 1.0 acre or more that would be offered to the general public. Exceptions to this approach would be sale of industrial park lands, or the sale of lands to other public institutions, or the sale of a City parcel for a specific purpose which might benefit the City or the public in general.

If you have any questions or comments, please do not hesitate to ask through administrative channels or I can be reached at 444-3415.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: October 1, 2001

TO: Fayetteville City Council Members

THRU: Dan Coody, Mayor
Gregg Boettcher, Public Works Director
John Maguire, Economic Development Director
Jim Beavers, City Engineer /Jim Beavers

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$263,200

The referenced property was appraised in 2000 for $260,000 by an independent appraiser. The City has completed a sealed bid opening on September 26th with Mark Brewer and Scott Tanner of Real Assets, Inc. being the top bidder at $305,001.01. There were two bids at the closing, the second highest bid being from Kirk Elsass/J. D. Lindsey/ Sam Mathias in the amount of $301,000.00. This closed bid was preceded by two false starts which lacked continuity among bidders due to the development of this sale. Attached herewith is an executed *Offer and Acceptance Contract* which has been signed by the successful bidders and the City Administration. Your approval of this transaction is hereby requested. Mr. Brewer intends to submit for a large scale residential development on this land.

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If you have any questions or comments, please do not hesitate to ask through administrative channels or I can be reached at 444-3415.

Hwy 45
C. 11. Page 4

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

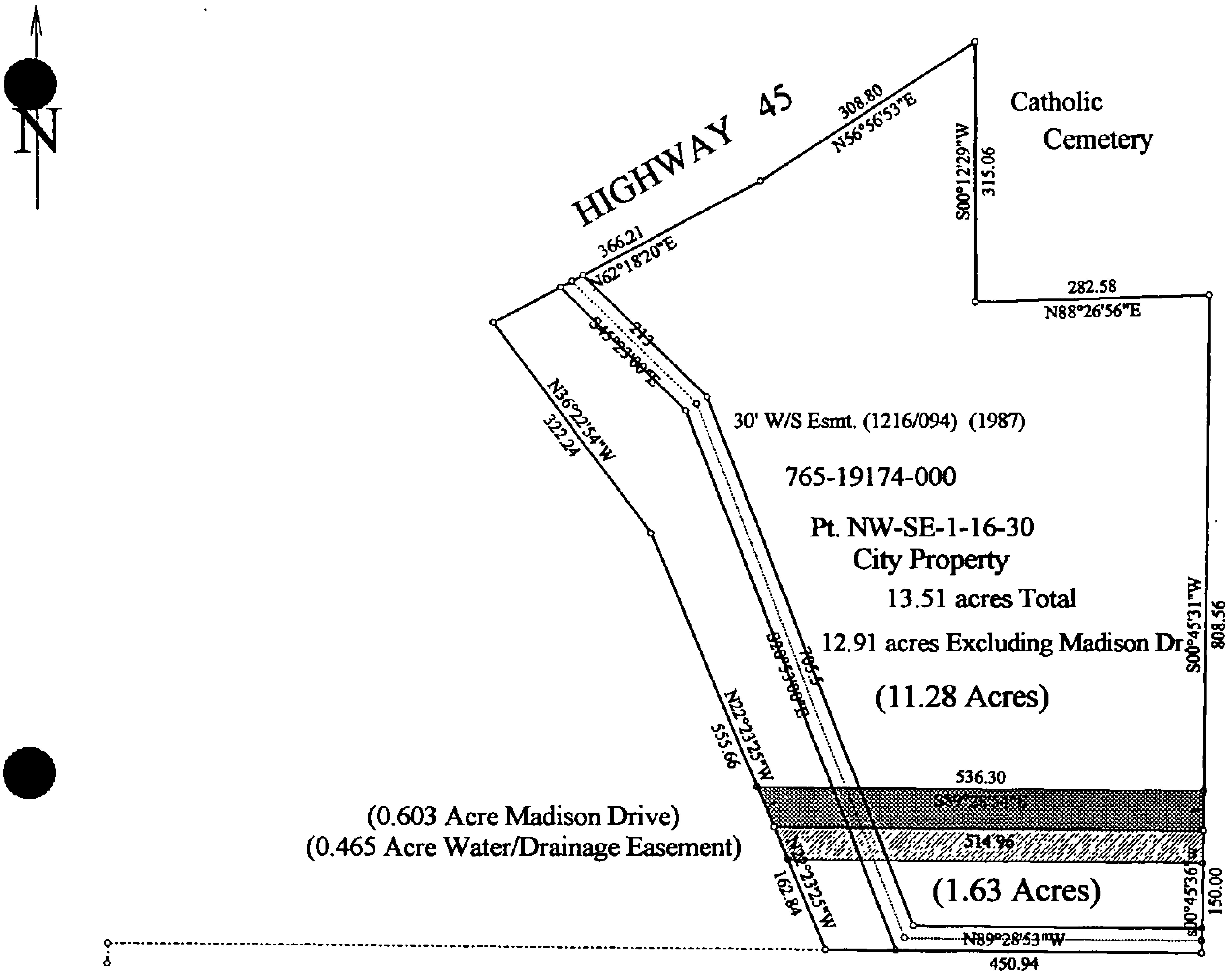
Parcel Number: 765-19174-000 **Type:** EX
Location Address: 0
Owner name: CITY OF FAYETTEVILLE, ARKANSAS A MUNICIPAL CORPORATION
Mailing Address: PO DRAWER F FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 01-16-30
Addition: 1-16-30 FAYETTEVILLE OUTLOTS
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: PT NW SE 13.51 AC

Current Year: 1995	Appraised value	Assessed value
Land	0	0
Improvement	0	0
Total	0	0

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/24/94	1197	217	CITY OF FAYETTEVILLE, AR	A MUNICIPAL CORPORATION		0	0.00

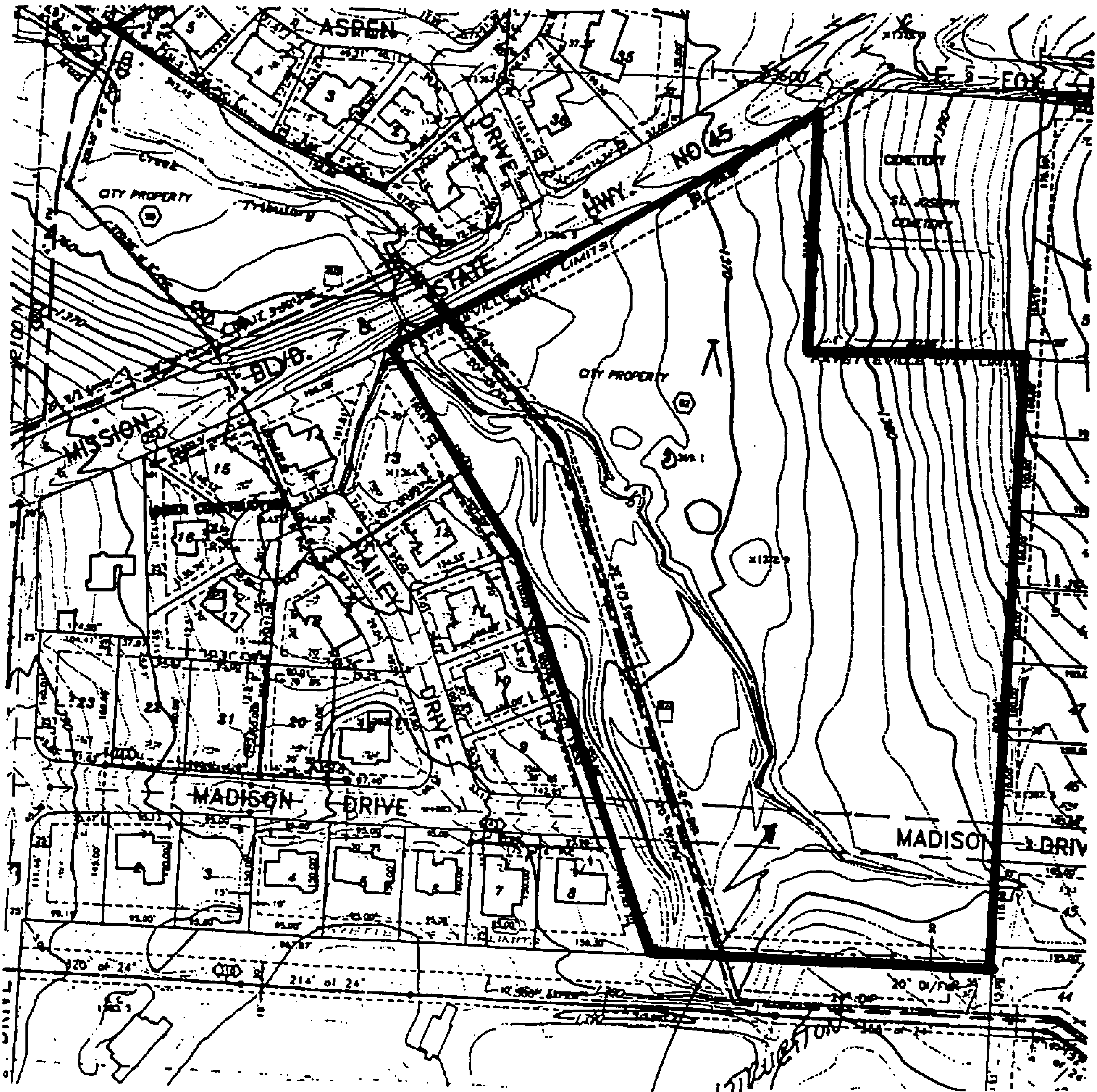
1197/217-218. ANNEXED TO CITY FOR 1994 PER CC93-14 FILED 1/24/94.

Return to List | Return to Search | Parcel Map/Plat



Title: City Property: Hwy 45 East of Starr Road	Date: 08-02-2001
Scale: 1 inch = 200 feet	File: MADISON.des

EXHIBIT "B"
Property Topo Map



INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
01-52	Sept. 10, 2001	Sept. 26, 2001, at 2:30 p.m.

SELLER:	DATE REQUIRED:
City of Fayetteville, AR	As approved by City of Fayetteville Council

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	As approved by City of Fayetteville Council

ITEM #	DESCRIPTION	
	Per attached specifications:	
1	Purchase of 12.91 Acres of City Property along Hwy 45 East	$305,001.00 Total Bid Price
	Bid cover sheet should be completely filled out and signed by a person legally authorized to obligate the bidder.	
	The attached Offer and Acceptance Contract should be completed in total including dates and signatures of the potential purchasing entities.	
	Minimum bid acceptable is $260,000 **A cashier's check or money order in the amount of $2,600 must be included in the sealed bid.**	
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	MARK A. BREWER IS A LICENSED REAL ESTATE AGENT IN THE STATE OF ARKANSAS ACTING IN HIS OWN INTEREST

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: REAL ASSETS INC.	PHONE: 521-6275	FED ID# 71-0842488
	BUSINESS ADDRESS: 4241 Gabel DR	CITY AND STATE: FAYETTEVILLE, AR	ZIP: 72703
	AUTHORIZED SIGNATURE:	TITLE:	DATE: 9-26-01
	[signature]	owner / Broker / Bidder Individual Bidder	

OFFER AND ACCEPTANCE CONTRACT

Scott D Tanner -

1. That MARK A. BREWER - BREWER INC., hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash only payment of $ 305,001.01.

3. **Contingent Earnest Money Deposit**: The Buyer herewith tenders a cashiers check or money order for $ 2,600.00 **to the City of Fayetteville, Arkansas,** a municipal corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. As Buyer, I/we are aware that this offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.

4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any. Such conveyance shall include any mineral rights owned by the Seller.

5. The Seller shall furnish, at the Seller's cost, a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer.

6. Seller to provide Buyer with boundary survey, if available. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

8. The closing date shall be within **thirty (30)** days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.

9. Closing costs, except for those heretofore mentioned, shall be shared equally between Buyer and Seller

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

12. All fixtures, improvements and attached equipment are included in the purchase price.

13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. Buyer **is / is not** a real estate broker or salesperson; if so, please indicate name of firm or agency: REAL ASSETS INC. MARK A. BREWER

16. This agreement shall be governed by the laws of the State of Arkansas.

17. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

18. This contract expires, if not accepted on or before the 11 day of 15th, 2001.

(Nov. 11)

19. It is understood by the parties hereto that nothing in this contract obligates the City of Fayetteville (Seller) to approve the rezoning of said lands nor the approval of any large scale development submitted for said lands. The property, as described herein, shall be sold on a as-is basis, with no actual or implied guarantees other than those set forth in this document.

20. **NOTICE: SELLER ASSERTS AND BUYER HEREBY ACKNOWLEDGES THAT THIS CONTRACT IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $2,600.00 EARNEST MONEY DEPOSIT.**

SELLER:

City of Fayetteville, Arkansas
A municipal Corporation

Dan Coody
Dan Coody, Mayor — Date: 9/26/01

ATTEST::

Heather Woodruff
Heather Woodruff, City Clerk — Date: 9/26/01

BUYER:

Entity:____________________

BY: ________________ Date: 09/26/2001

BY: ________________ Date: 09/26/01

EXHIBIT "A"
PROPERTY DESCRIPTION

PROPERTY DESCRIPTION:
A part of the NW¼ of the SE¼ of Section 1, T-16-N, R-30-W, being more particularly described as beginning at a point which is North 00° 49' 35" East 1496.82 feet and South 89° 28' 53" East 867.87 feet from the South Quarter corner of said Section 1, said Point of Beginning being an iron pin; thence North 22° 23' 25" West 555.66 feet to an iron pin; thence North 36° 22' 54" West 322.24 feet to a point which is Southerly at a perpendicular distance of 40.00 feet from the centerline tangent of Arkansas State Highway 45, said point being at an iron pin; thence North 62°18' 20" East 366.21 feet to a point which is at a perpendicular distance of 40.00 feet from the centerline tangent of said Highway, said point being at an iron pin; thence North 56° 56' 53" East 308.80 feet to a point which is at a perpendicular distance of 40.00 feet from said Highway centerline tangent, said point being an iron pin; thence South 00° 12' 29" West 10.50 feet to a point at a fence corner post, said point being the Northwest corner of the Catholic Cemetery; thence with an existing fence line on the Westerly boundary of said cemetery South 00° 12' 28" West 304.56 feet to a fence corner post, said point being the Southwest corner of said cemetery and at an iron pin; thence with an existing fence line of the Southerly Boundary of said cemetery North 88° 26' 56" East 282.58 feet to the East Boundary of said 40 acre tract, said point being at an iron pin; thence with the East Boundary of said 40 acre tract South 00° 45' 31" West 808.56 feet to an iron pin; thence leaving the East boundary line of said 40 acre tract North 89° 28' 53" West 7,79 feet to an iron pin at an existing fence corner post; thence with an existing fence line North 89° 28' 53" West 443.15 feet to the true Point of Beginning, containing 13.51 acres, more or less, LESS AND EXCEPT a 50.00 foot wide road right of way of Madison Drive across the Southerly portion of the above described property, said right of way being more particularly described as follows, to-wit: Beginning at a Point which is North 22° 23' 25" West162.84 feet along the West boundary line from the Southwest corner of the above described property; thence continuing North 22° 23' 35" West 54.28 feet to a point; thence leaving said West property line and running South 89° 28' 54" East 536.30 feet to the East boundary line of the above described property; thence with said East Boundary line South 00° 45' 31" West 50.00 feet; thence leaving said East Boundary line North 89° 28' 54" West 514.96 feet to the Point of Beginning and containing 0.603 acre, more or less. The net amount of land conveyed by this document is 12.91 acres, more or less, all subject to easements and other rights of way of record.

SELLER: City of Fayetteville, Arkansas

SIGNED FOR IDENTIFICATION:

SELLER:

Dan Coody
Dan Coody, Mayor

BUYER(s):

Entity (if Any): ______________________

BY: MARK A. BREWER 'BROKER' REAL ASSETS INC. "Bidder"

______________________ Name & Title

______________________ Name & Title Bidder

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared MARK A. BREWER and SCOTT D. TANNER, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that **he/she/they** are/is duly authorized to execute the foregoing instrument for and in the name and behalf of said said entity, and further stated and acknowledged that **he/she/ they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 26th day of SEPTEMBER, 2001.

Rhonda K. Sims
Notary Public

MY COMMISSION EXPIRES:
2-15-2008

OFFICIAL SEAL
RHONDA SIMS
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES 02-15-2008

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody and Heather woodruff**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

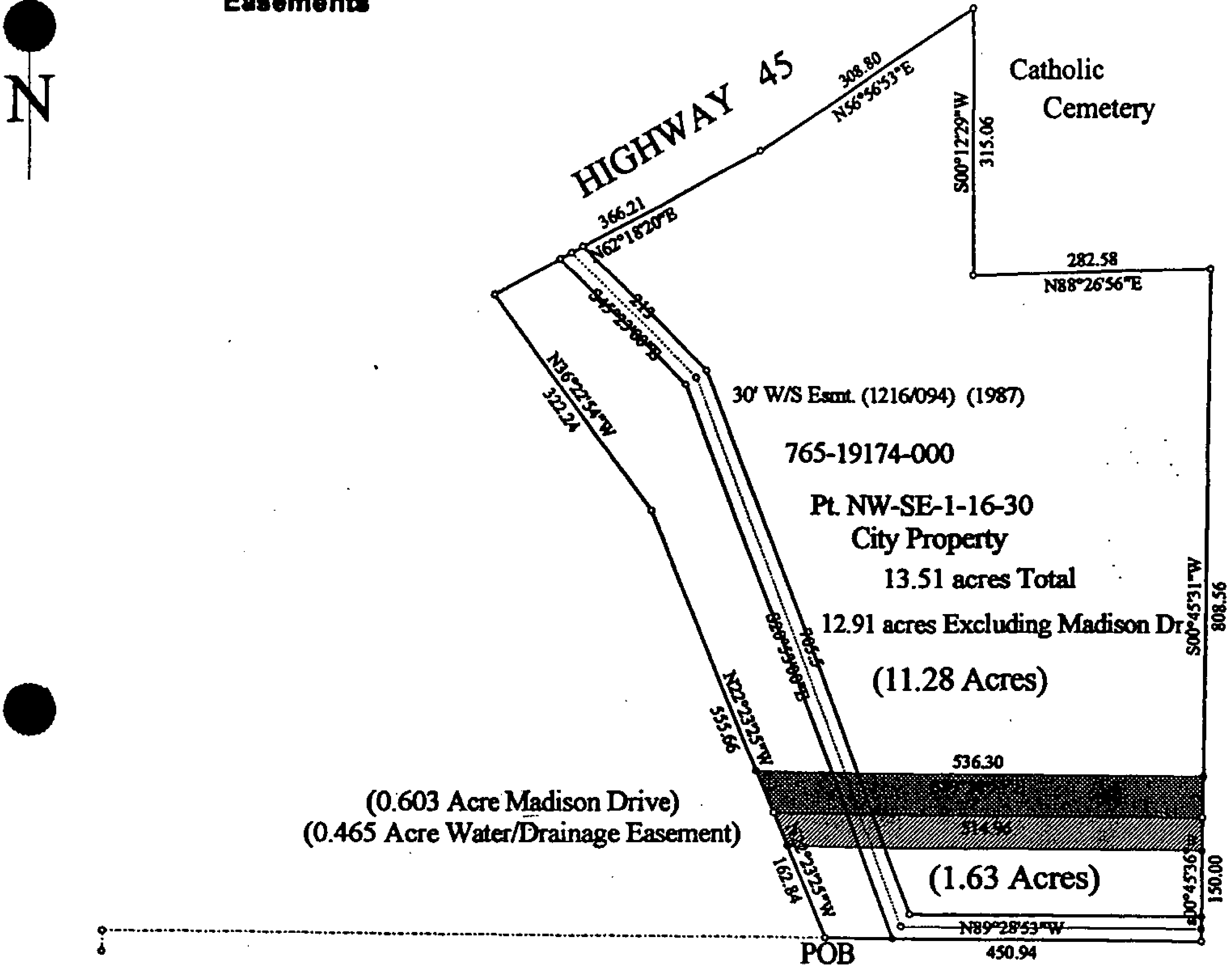
WITNESS my hand and seal on this _______ day of ________________, 2001.

____
Notary Public

MY COMMISSION EXPIRES:

____

EXHIBIT "C"
Property Diagram &
Easements



Title: City Property: Hwy 45 East of Starr Road	Date: 08-02-2001
Scale: 1 inch = 200 feet	File: MADISON.des

Data and Deed Call Listing of File: MADISON.des

Tract 1: 0.000 Acres: 0 Sq Feet: Closure = n88.5208e 868.36 Feet: Precision =1/ 1: Perimeter = 893 Feet
Tract 2: 13.513 Acres: 588610 Sq Feet: Closure = s85.4035e 0.01 Feet: Precision =1/443770: Perimeter = 3410 Feet
Tract 3: 0.087 Acres: 3768 Sq Feet: Closure = n43.0419w 1111.54 Feet: Precision =1/ 1: Perimeter = 1275 Feet
Tract 4: 0.878 Acres: 38230 Sq Feet: Closure = n61.1638w 0.02 Feet: Precision =1/133127: Perimeter = 2610 Feet
Tract 5: 0.603 Acres: 26281 Sq Feet: Closure = n55.0458w 0.00 Feet: Precision =1/824787: Perimeter = 1156 Feet
Tract 6: 0.465 Acres: 20256 Sq Feet: Closure = s43.5348w 0.00 Feet: Precision >1/999999: Perimeter = 1096 Feet
Tract 7: 1.663 Acres: 72441 Sq Feet: Closure = n44.4053e 0.00 Feet: Precision >1/999999: Perimeter = 1279 Feet

001=N89.2853W 867.87
002=S00.4935W 25
003=@1Survey Property Des.
004=N22.2325W 555.66
005=N36.2254W 322.24
006=N62.1820E 366.21
007=N56.5653E 308.80
008=S00.1229W 315.06
009=N88.2656E 282.58
010=S00.4531W 808.56
011=N89.2853W 450.94
012=@6 Sewer Esmt CL
013=/N62.1820E 107
014=S45.2300E 213
015=S20.5300E 705.5
016=**S89.2853E 356
017=@6 30' Sewer Esmt.
018=/N62.1820E 107
019=*s62.1820w 15.74
020=*s45.2300e 214.53
021=*s20.5300e 712.48
022=*s89.2853e 366.17
023=*n00.4531e 30.00
024=*n89.2853w 345.83
025=*n20.5300w 698.52
026=*n45.2300w 211.47
027=*s62.1820w 15.74
028=@1 50' Madison Dr. ROW
029=/N22.2325W 162.84
030=N22.2325W 54.28
031=S89.2854E 536.30
032=S00.4531W 50
033=*N89.2854W 514.96
034=@1 40' Water & Drainage Esmt.
035=/N22.2325W 119.42
036=N22.2325W 43.42
037=**S89.2854E 514.96
038=S0.4531W 40
039=N89.2852W 497.89
040=@1Area South of Madison Dr.
041=N22.2325W 162.84
042=**S89.2854E 514.96
043=s00.4536w 150.00 ?
044=N89.2853W 450.94

FAX

Date: 8-15-01 **Time:** 2:30 PM **Pages** 4 (5 with this cover)

To: Ed Connell **From:** Fran Alexander

Fax: 575-8202 **Fax:** 501-442-2433
Voice: **Voice:** 501-442-5307

Comments: Ed – I am faxing this also to Heather so you do not need to duplicate it.

Thank you –
– Fran

Copies To:

Dan Coody
Greg Boettcher
Ted Webber
John Maguire
Jim Beavers

To: Ed Connell
Land Agent
City of Fayetteville
13 W. Mountain St.
Fayetteville, AR 72701

Aug. 15, 2001

Dear Ed,

This letter is in response to the public notice which I saw in the Aug. 9 newspaper regarding 12.91 acres along Ark. State Highway 45, east of Starr Dr. and west of Barrington Park.

The notice says in part, "It is the intention of the City Administration to sell this property to a private enterprise for residential development purposes for the amount of $260,000, as determined by an independent appraisal. If the public objects to this sale by the City, such objection should be submitted in written form no later than Aug. 15th, 2001."

Please consider this faxed letter my "written form" objection (hard copy will follow by mail) for the following reasons:

1. To the best of my knowledge this land's availability for sale has not been posted on the property.

2. To the best of my knowledge no red public notice signs have been posted On the land in view of drivers passing on Highway 45 nor near the adjoining subdivisions to indicate that a change in the land's status is in the works (and if one is ever put on 45 a duplicate should also be put up near the Fox Hunter road turn off so people can safely pull off and read it without stopping on the highway).

3. If the city has land to sell, it seems appropriate to post that intention on the property just as homeowners and businesses post "For Sale" signs in order to garner the most and best offers on their property. I do not, for example, make a habit of reading city listings of land sales nor the legal notices, but this particular property would be some which I might consider purchasing given the opportunity to know about it through the normal real estate methods.

4. If memory serves me correctly, this land is low in some areas and may be partially a flood plain. Has this been determined? If the land is developed and has an environmental impact upon that flood plain, has this been taken into consideration by the "private enterprise" and by the city as to the consequences and costs to city drainage infrastructure? The Corps of Engineers should be consulted if, I believe, over an acre of the property is in a flood plain before anything is built there. I realize this characteristic of the property has probably affected its appraised value.

5. This land is bordered on the north by Highway 45 East, on the east by a large subdivision, Barrington Park, and next over (east) is Ridgemont Estates, which on its east and north sides is bordered by Ridgemont View. Homes also line Fox Hunter Rd. all the way south to Wyman Rd. Another home development borders on the west side of this 12.91 acres; across the street is a new condominium complex; and next (west) is Sequoyah Woods subdivision. Another large neighborhood is close to this land to the south with homes stretching far down Starr Rd. and that area is building up more all the time.

Across 45 on the north is Timber Crest development and another new development, Covington Park, has just been built on its east side and the road in Covington joins a very large grouping of more developments on the north, all near the new elementary and middle schools. To the best of my knowledge, this eastern edge of Fayetteville being so heavily developed does not have a park which can be accessed by children on foot or bicycles to ***the south of Highway 45***. Major highways like 45, 265, and 16 form barriers as high as the Great Wall of China for such access and children in this area must be driven by car to any developed park areas near-by. This is the complete opposite condition wanted and requested by the citizens of this town every time they have answered surveys in the last decade.

This land is long and narrow, open and slightly wooded. It is the perfect place for open sunny activities like tennis courts and/or a ball field or pool, but also offers natural shaded places and a creek to explore and discover. We have hundreds of homes in this area with boxed-in back yards walling off families and kids from each other into cubicles. Our citizens and our society need common green areas to meet, get acquainted, play together, and which are accessible by trails and sidewalks.

6. School playgrounds and fields are not the same amenities as public parks. And, while small lots left as park dedicated land in subdivisions serve small needs, they do not provide the same purposes as larger parks.

For example, the green space dedication done for Barrington Park is actually on Fox Hunter Rd., purchased by the developer of that subdivision to satisfy his requirement. He bought it from Mr. Harley Brigham, now deceased, at Mr. Brigham's suggestion. It is a nice green space, named Trammel Park to honor Harley's wife Ruby. Mr. Brigham had long envisioned part of his property as a nature preserve and for many years he tried different approaches with the city to establish something there before finally selling to the developer. He also "gave" the city a trail stretch parallel to Fox Hunter which leads to a tiny pond, now unkept and which may be dry, which he created. This donated trail stretch just happened to be on top of the city sewer right-of-way which Mr. Brigham had been paid for, but that's water under the bridge now, so to speak.

This "park" is mowed by the city, but it is unused by the Barrington Park neighborhood or anyone else for several possible reasons:

a. My first guess is that few Barrington folks even know it is there.

b. It is NOT in their neighborhood and must be accessed via a sidewalk between two houses leading onto a curve in Fox Hunter Rd. which is behind the homes in Barrington. These homes back up with fences to Fox Hunter (a plan, I might add, objected to by residents of Fox Hunter when the Barrington development came to the planning commission but ignored in favor of what the developer wanted). So, this space is not a part of the area known by the people who could use it and is actually the side yard of Mr. Brigham's first home lot. It seems like you are actually a stranger wandering around in another stranger's yard when you are there so no one comes to use it. I base my opinions about this "park" on my own experience of living across the street from this property for 16 years.

This tiny "park" side-yard-lot has great value as green buffer and space, but should not be considered as a substitute for what almost 13 acres of land adjoining Barrington and surrounded by numerous other developments could provide for this part of town. Look at the effect that the 17 acres of Wilson Park has on Fayetteville. This kind of use could occur here as well.

Much ado is usually made about neighborhood associations and developments' recreational facilities, and they are looked on as substitutes for public parks. While good for providing small recreational areas, these do little to integrate neighborhoods with each other. Instead they isolate and privately close others out. Also privately held facilities and land can more easily change or be dissolved than public ones.

7. Speaking for the east side of town, I would like to point out that aside from the very fine dedication of funding and sweat put into Gulley Park (which is NOT safely accessed by children east of Crossover and south of Highway 45), there are no developed neighborhood parks of any size in this area. Even if park development is a decade or more away, the city should hold the land as green space until it can be made into a park or leave it as a green space forever.

Why would the city sell 13 acres of land centered among so many subdivisions when the people continue to say to their government, "More green space, more trails, more sidewalks, more neighborhood parks?" Why would the city which needs to INCREASE its green space, and especially to make efforts to link green fragments and trails around the city, SELL 13 acres of property which it probably paid very little for (in today's money), if anything, and which it may never be able to afford to duplicate in purchasing power in the future??? With the Boys and Girls Club as well as a proposed sports complex for youth planned for the far west side of town, isn't it time to strike some balance in park needs on the east side?

On the east side of town bounded south of Highway 45 East, bordered on the west by Crossover (265), and on the south by Highway 16 there is tremendous acreage dedicated as "park land." It is almost all, however, contained in the Lake Sequoyah and Lake Wilson areas. There are about 6 or 7 acres of Bayyari land (not a park but green space) off Highway 16 east in the David Lyle subdivision. There's Trammel, which I've mentioned, and not much else in this entire area. To assume that the two lakes do anything to supply neighborhood park needs to hundreds of children and families within this bordered area is a serious flaw in evaluating park and greenspace needs in the east.

Also, in regard to selling public land in the center of developments, it should be recognized that the purchasing plans people make are often based on surroundings which they assume will remain constant when they know they are buying next to "public land." Please consider that to change this green buffer into more built-up space is, in a way, a bait-and-switch to those who invested in an area assuming at least the "public" portion of their home turf would stay green.

8. This 12.91 acres also border a small cemetery-- St. Joseph's Catholic Cemetery. By their very nature, cemeteries should evoke some sense of privacy and natural beauty surrounding them which parks and green space provide. Have those who come here to a setting which has always been buffered by public property been officially notified that a private residential developer wants to change those surroundings which border this cemetery? Is this "compatible use?"

9. During the Barrington Park planning, the issue of traffic entering and exiting Highway 45 at a variety of streets was brought up with the suggestion that Barrington should have a route across part of this city property to intersect with Timber Crest (directly across the highway) so that someday a light might make it possible for these subdivisions to access Highway 45. This suggestion was also ignored. Where will 13 acres of more residential traffic enter and exit Highway 45? We citizens know it takes several deaths and an act of the legislature to get a traffic light on a state highway. Shouldn't we plan as logically as possible for where a light could be east of Crossover so that some sense can be made of the increased traffic pressure upon this highway? When is all this "planning for growth" verbiage going to kick into the reality of what's actually going on?

10. In conclusion, I would like to say, "NO!" do not sell this land. Keep it for future park needs and present green space use." To sell it flies directly in the face of everything citizens are needing and requesting, and to purchase land in this quadrant for any future parks will possibly be prohibitive.

If the city, however, does not agree and goes ahead with plans to sell, I think the opportunity to buy the land should be open to all comers, not simply one which has apparently approached the city privately with a willingness. To limit purchasers is, if not legally wrong nor required by state law, certainly ethically murky and financially for the city just plain ridiculous.

Also, 6 days of public notification in the newspaper is totally insufficient for public response. For example, the most recent neighborhood association president for Barrington has moved and no one is currently in charge. Other contacts have been on summer vacations. It is very difficult to stimulate any kind of true public response in written form (by snail mail) within 6 days, 2 of which were week-end days. At this step and the next step to the city council level a public notice sign should be posted all around this land, adjoining landowners should be notified, and more time should be allowed for written objections to Mr. Connell.

Thank you.

Most sincerely,

Fran Alexander

Fran Alexander

cc: Tim Conklin, City Planner
Mayor Dan Coody
Kit Williams, City Attorney
David Whitaker, Asst. City Attorney
Aldermen:
Brenda Thiel
Bob Reynolds
Bob Davis
Trent Trumbo
Lionel Jordan
Kevin Santos
Cyrus Young
Randy Zurcher

FACSIMILE TRANSMISSION COVER SHEET

FAYETTEVILLE

City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, Arkansas 72701
FAX Number: (501) 575-8202

If transmission cannot be read clearly please call back as soon as possible at the number listed below. Thank you.

TO: FRAN ALEXANDER 442 - 2433

ATTN:

FROM: Ed Connell

PHONE: 444-3415

DATE: 8-16-01

NUMBER OF PAGES (Including cover sheet) 1

NOTES: RECEIVED All FIVE PAGES of YOUR FAX YESTERDAY. SORRY I didn't have A CHANCE TO ACKNOWLEDGE. THANKS, EC

DENIED

RESOLUTION NO. ______

A RESOLUTION TO REJECT AN OFFER AND ACCEPTANCE CONTRACT TO SELL APPROXIMATELY 12.91 ACRES OF CITY OWNED LAND TO SCOTT D. TANNER AND MARK A. BREWER FOR $305,001.01

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby rejects the offer to purchase said 12.91 acres of city land as described in Exhibit A to the contract for the $305,001.01 tendered by Mark A. Brewer and Scott D. Tanner.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Ed Connell	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: The passage of a resolution approving the *Offer and Acceptance Contract* between the **City of Fayetteville** and **Real Assets, Inc.** dated Sept. 26, 2001, for the sale of 12.91 acres of land in a part of the NW-SE-1-16-30 (Hwy 45 East of Crossover) for a price of $305,001.01 less associated closing costs where applicable. Approval of a budget adjustment is also requested.

COST TO CITY:

$ -305,001.01	$ - 0 -	Gain/Loss on the Sale of Assets
Cost of this Request	Category/Project Budget	Category/Project Name
5400-0940-6881-02	$ - 0 -	
Account Number	Funds Used To Date	Program Name
01057-30	$ - 0 -	Water/Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator ______________ Administrative Services Director ______________

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

Martha Farthing	10/3/01		
Accounting Manager	Date	Internal Auditor	Date
D.P. Whitaker	10/3/01		
City Attorney	Date	ADA Coordinator	Date
P. Vice	10/3/01		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the contract and sale of the property with the purpose of securing funds to acquire railroad right of way along Gregg Avenue for the expansion of said street. This land was appraised for $260,000 in early 2000.

Jim Beavers	10-03-01	Cross Reference
Division Head	Date	
Gary Coover	10-03-01	New Item: Yes ___ No ___
Department Director	Date	
[signature]	10/4/01	Prev Ord/Res #: ________
Administrative Services Director	Date	
Dan Coody	10/5/01	Orig Contract Date: ________
Mayor	Date	

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Public Works	Date Requested	Adjustment #
2001	Division: Engineering Program: Water & Sewer Improvements	11/06/2001	

Project or Item Requested:

$389,407 in funding for the Garland Avenue Water & Sewer Improvements capital project in the Water & Sewer Fund.

$270,000 in funding to initiate the Gregg Avenue - Township to Mud Creek Bridge Expansion capital project.

Project or Item Deleted:

To recognize $305,000 in additional revenue in the Water & Sewer Fund. $84,407 from the Water & Sewer Fund Use of Fund Balance account.

$389,407 in funding from the Garland Avenue Water & Sewer Improvements capital project in the Sales Tax Capital Improvements Fund.

Justification of this Increase:

The purpose of this budget adjustment is to move the remaining budget of the Garland Avenue Water & Sewer Improvements capital project from the Sales Tax Capital Improvements Fund to the Water & Sewer Fund.

By doing this, additional funding will be available to purchase land for the Gregg Avenue Expansion project.

Justification of this Decrease:

The additional revenue received is due to the sale of 12.91 acres of land to Real Assets, Inc.

The funding for the project will simply be moved from one funding source to another.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Water Line Improvements	389,407	5400	5600	5808	00	00018	20
Use of Fund Balance	119,407	4470	0947	4999	99		
Land Acquisition	270,000	4470	9470	5805	00	01057	30

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Use of Fund Balance	84,407	5400	0940	4999	99		
Gain/Loss on Sale of Assets	305,000	5400	0940	6881	02		
Water Line Improvements	389,407	4470	9470	5808	00	00018	20

Approval Signatures

	Date
Requested By	
Budget Manager	10-2-01
Department Director	10-3-01
Admin. Services Director	10/4/01
Mayor	10/5/01

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: October 1, 2001

TO: Fayetteville City Council Members

THRU: Dan Coody, Mayor
Gregg Boettcher, Public Works Director
John Maguire, Economic Development Director
Jim Beavers, City Engineer Jim Beavers

FROM: Ed Connell, Land Agent
RE: Sale and Development of City Property on Highway 45

The City has, for the last 15 years, been the owner of approximately 12-13 acres of land on Highway 45, between Starr Drive and Fox Hunter Road. Specifically, the property lies East of Madison Avenue Subdivision and West of Barrington Park Subdivision , Phase II. The newly created Madison Drive goes through the southern portion of this property, thus eliminating about 0.60 acre and reducing the total from 13.51 to 12.91 acres. Attached, please find drawings and diagrams of the location. This land was acquired by the City in conjunction with a court order relating to the installation of sewer mains through the property. At one point in time the City attempted to create a municipal cemetery on this land, but was turned down by the State. The land is zoned R-1 and the property contains a number of sewer and drainage easements. It is the intention of the City Administration to sell this land , mostly because the land is not in use for City purposes and secondarily, the money is to be reserved toward the acquisition (~~$383,380~~) of railroad right of way for the expansion of Gregg Avenue.
\$263,200

The referenced property was appraised in 2000 for $260,000 by an independent appraiser. The City has completed a sealed bid opening on September 26th with Mark Brewer and Scott Tanner of Real Assets, Inc. being the top bidder at $305,001.01. There were two bids at the closing, the second highest bid being from Kirk Elsass/J. D. Lindsey/ Sam Mathias in the amount of $301,000.00. This closed bid was preceded by two false starts which lacked continuity among bidders due to the development of this sale. Attached herewith is an executed *Offer and Acceptance Contract* which has been signed by the successful bidders and the City Administration. Your approval of this transaction is hereby requested. Mr. Brewer intends to submit for a large scale residential development on this land.

This offer to sell by the City has been advertised three times in the Arkansas-Gazette/ Northwest Ark. Times, each with a one-day add: once in the early part of August which requested any objections to the proposed sale of this property to an individual developer entity (see attached letter from Fran Alexander); once at the latter part of August inviting public bids; and a third time in mid September requesting sealed bids. There were three bids which resulted from the second advertisement, however, the basis for such bids was like comparing apples and oranges. In the final bid procedure, two of the three bidders combined and submitted one bid (second place) while the other single bidder had the successful bid. Based upon the Mayor's new policy for open public bidding, the City will require sealed bids for parcels of 1.0 acre or more that would be offered to the general public. Exceptions to this approach would be sale of industrial park lands, or the sale of lands to other public institutions, or the sale of a City parcel for a specific purpose which might benefit the City or the public in general.

If you have any questions or comments, please do not hesitate to ask through administrative channels or I can be reached at 444-3415.

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

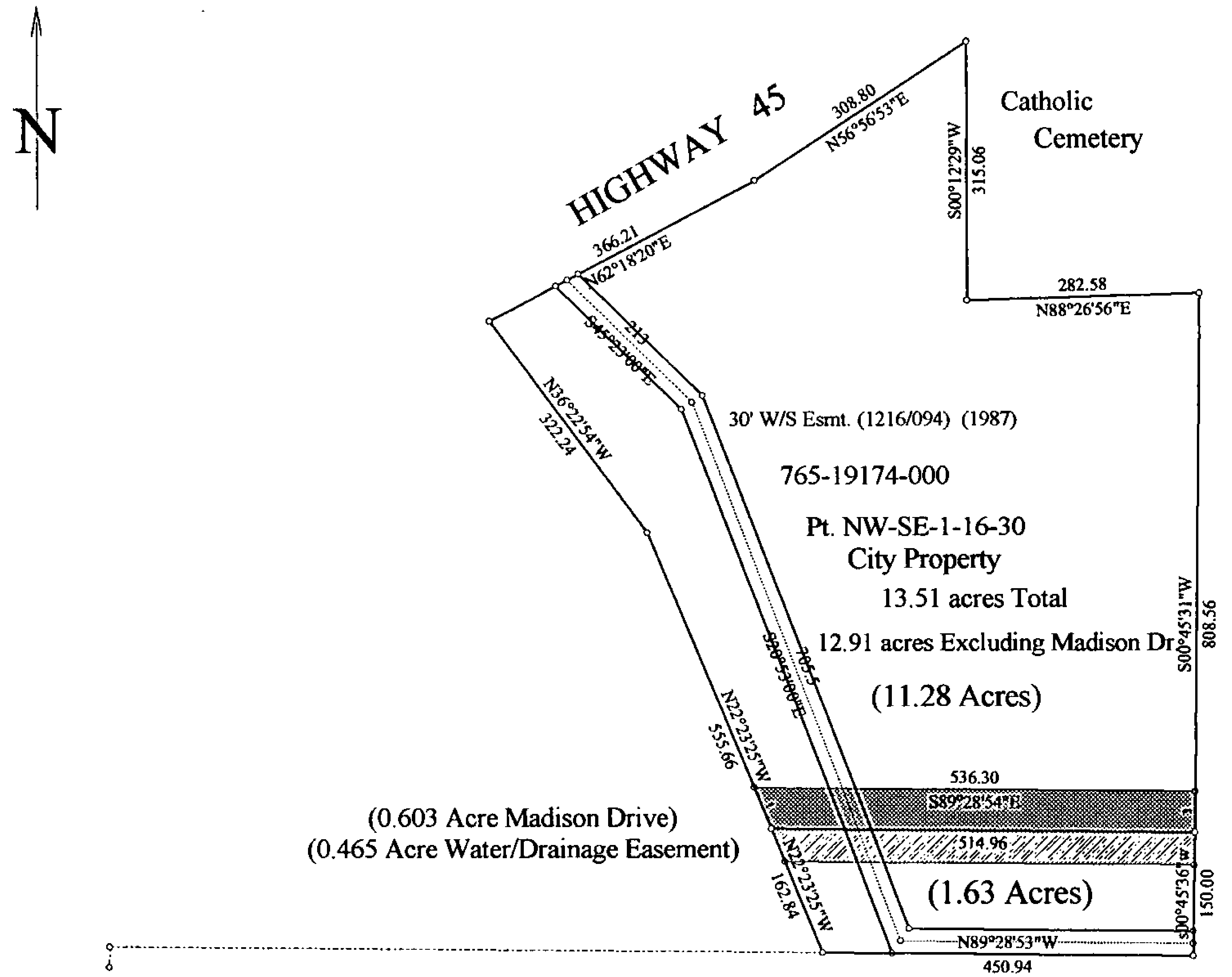
Parcel Number: 765-19174-000 **Type:** EX
Location Address: 0
Owner name: CITY OF FAYETTEVILLE, ARKANSAS A MUNICIPAL CORPORATION
Mailing Address: PO DRAWER F FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 01-16-30
Addition: 1-16-30 FAYETTEVILLE OUTLOTS
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: PT NW SE 13.51 AC

Current Year: 1995	Appraised value	Assessed value
Land	0	0
Improvement	0	0
Total	0	0

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
01/24/94	1197	217	CITY OF FAYETTEVILLE, AR	A MUNICIPAL CORPORATION		0	0.00

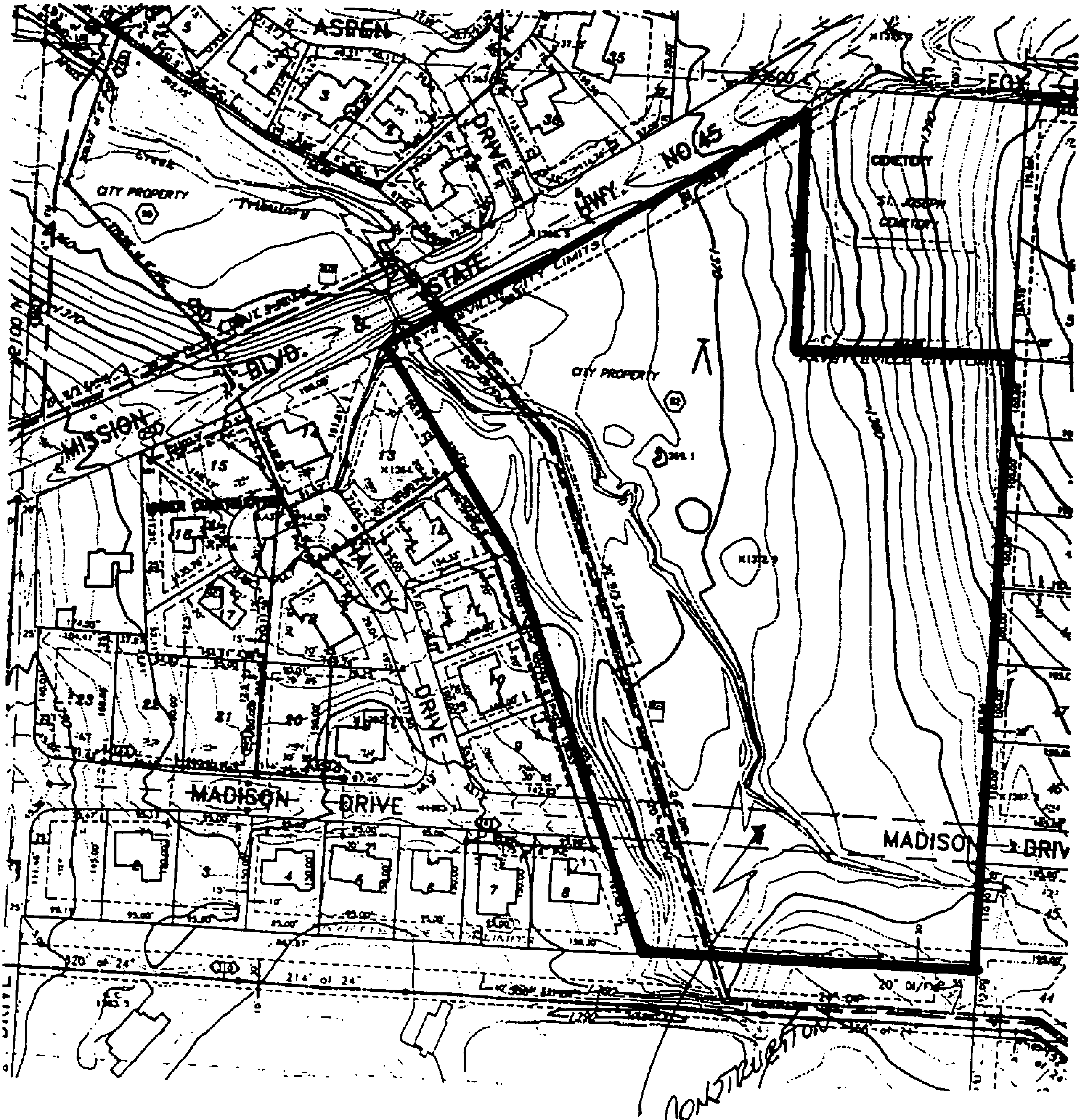
1197/217-218. ANNEXED TO CITY FOR 1994 PER CC93-14 FILED 1/24/94.

Return to List | Return to Search | Parcel Map/Plat



Title: City Property: Hwy 45 East of Starr Road	Date: 08-02-2001
Scale: 1 inch = 200 feet	File: MADISON.des

EXHIBIT "B"
Property Topo Map



INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
01-52	Sept. 10, 2001	Sept. 26, 2001, at 2:30 p.m.

SELLER:	DATE REQUIRED:
City of Fayetteville, AR	As approved by City of Fayetteville Council

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	As approved by City of Fayetteville Council

ITEM #	DESCRIPTION	
	Per attached specifications:	
1	Purchase of 12.91 Acres of City Property along Hwy 45 East	$305,001.00 Total Bid Price

Bid cover sheet should be completely filled out and signed by a person legally authorized to obligate the bidder.

The attached Offer and Acceptance Contract should be completed in total including dates and signatures of the potential purchasing entities.

Minimum bid acceptable is $260,000
A cashier's check or money order in the amount of $2,600 must be included in the sealed bid.

MARK A. BREWER
IS A LICENSED REAL ESTATE AGENT
IN THE STATE OF ARKANSAS
ACTING IN HIS OWN INTEREST

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Real Assets Inc.	PHONE: 521-6275	FED ID# 71-0842488
	BUSINESS ADDRESS: 4241 Gabel Dr	CITY AND STATE: Fayetteville, AR	ZIP: 72703
	AUTHORIZED SIGNATURE:	TITLE: Owner / Broker / Bidder Individual Bidder	DATE: 9-26-01

OFFER AND ACCEPTANCE CONTRACT

Scott D TANNER -

1. That MARK A. BREWER - BREWER INC. , hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash only payment of $ 305,001.01 .

3. **Contingent Earnest Money Deposit**: The Buyer herewith tenders a cashiers check or money order for $ 2,600.00 to **the City of Fayetteville, Arkansas**, a municipal corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. As Buyer, I/we are aware that this offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.

4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any. Such conveyance shall include any mineral rights owned by the Seller.

5. The Seller shall furnish, at the Seller's cost, a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer.

6. Seller to provide Buyer with boundary survey, if available. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

8. The closing date shall be within **thirty (30)** days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.

9. Closing costs, except for those heretofore mentioned, shall be shared equally between Buyer and Seller

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

12. All fixtures, improvements and attached equipment are included in the purchase price.

13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. Buyer **is / is not** a real estate broker or salesperson; if so, please indicate name of firm or agency: REAL ASSETS INC. MARK A. BREWER

16. This agreement shall be governed by the laws of the State of Arkansas.

17. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

18. This contract expires, if not accepted on or before the 11 day of 15th, 2001.

(Nov. 11)

19. It is understood by the parties hereto that nothing in this contract obligates the City of Fayetteville (Seller) to approve the rezoning of said lands nor the approval of any large scale development submitted for said lands. The property, as described herein, shall be sold on a as-is basis, with no actual or implied guarantees other than those set forth in this document.

20. **NOTICE: SELLER ASSERTS AND BUYER HEREBY ACKNOWLEDGES THAT THIS CONTRACT IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $2,600.00 EARNEST MONEY DEPOSIT.**

SELLER:

City of Fayetteville, Arkansas
A municipal Corporation

Dan Coody

Dan Coody, Mayor

Date: 9/26/01

ATTEST::

Heather Woodruff

Heather Woodruff, City Clerk

Date: 9/26/01

BUYER:

Entity:____________________

BY: [signature]

Date: 09/26/2001

BY: [signature]

Date: 09/26/01

EXHIBIT "A"
PROPERTY DESCRIPTION

PROPERTY DESCRIPTION:
A part of the NW¼ of the SE¼ of Section 1, T-16-N, R-30-W, being more particularly described as beginning at a point which is North 00° 49' 35" East 1496.82 feet and South 89° 28' 53" East 867.87 feet from the South Quarter corner of said Section 1, said Point of Beginning being an iron pin; thence North 22° 23' 25" West 555.66 feet to an iron pin; thence North 36° 22' 54" West 322.24 feet to a point which is Southerly at a perpendicular distance of 40.00 feet from the centerline tangent of Arkansas State Highway 45, said point being at an iron pin; thence North 62°18' 20" East 366.21 feet to a point which is at a perpendicular distance of 40.00 feet from the centerline tangent of said Highway, said point being at an iron pin; thence North 56° 56' 53" East 308.80 feet to a point which is at a perpendicular distance of 40.00 feet from said Highway centerline tangent, said point being an iron pin; thence South 00° 12' 29" West 10.50 feet to a point at a fence corner post, said point being the Northwest corner of the Catholic Cemetery; thence with an existing fence line on the Westerly boundary of said cemetery South 00° 12' 28" West 304.56 feet to a fence corner post, said point being the Southwest corner of said cemetery and at an iron pin; thence with an existing fence line of the Southerly Boundary of said cemetery North 88° 26' 56" East 282.58 feet to the East Boundary of said 40 acre tract, said point being at an iron pin; thence with the East Boundary of said 40 acre tract South 00° 45' 31" West 808.56 feet to an iron pin; thence leaving the East boundary line of said 40 acre tract North 89° 28' 53" West 7,79 feet to an iron pin at an existing fence corner post; thence with an existing fence line North 89° 28' 53" West 443.15 feet to the true Point of Beginning, containing 13.51 acres, more or less, LESS AND EXCEPT a 50.00 foot wide road right of way of Madison Drive across the Southerly portion of the above described property, said right of way being more particularly described as follows, to-wit: Beginning at a Point which is North 22° 23' 25" West162.84 feet along the West boundary line from the Southwest corner of the above described property; thence continuing North 22° 23' 35" West 54.28 feet to a point; thence leaving said West property line and running South 89° 28' 54" East 536.30 feet to the East boundary line of the above described property; thence with said East Boundary line South 00° 45' 31" West 50.00 feet; thence leaving said East Boundary line North 89° 28' 54" West 514.96 feet to the Point of Beginning and containing 0.603 acre, more or less. The net amount of land conveyed by this document is 12.91 acres, more or less, all subject to easements and other rights of way of record.

SELLER: City of Fayetteville, Arkansas

SIGNED FOR IDENTIFICATION:

SELLER:

Dan Coody

Dan Coody, Mayor

BUYER(s):

Entity (if Any): ____________________

BY: MARK A. BREWER 'BROKER' REAL ASSETS INC. Bidder"

____
Name & Title

____________________ Bidder
Name & Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared MARK A. BREWER and SCOTT D. TANNER, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that **he/she/they** are/is duly authorized to execute the foregoing instrument for and in the name and behalf of said said entity, and further stated and acknowledged that **he/she/ they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 26th day of SEPTEMBER, 2001.

Rhonda K. Sims
Notary Public

MY COMMISSION EXPIRES:
2-15-2008

OFFICIAL SEAL
RHONDA SIMS
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES 02-15-2008

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Heather woodruff**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

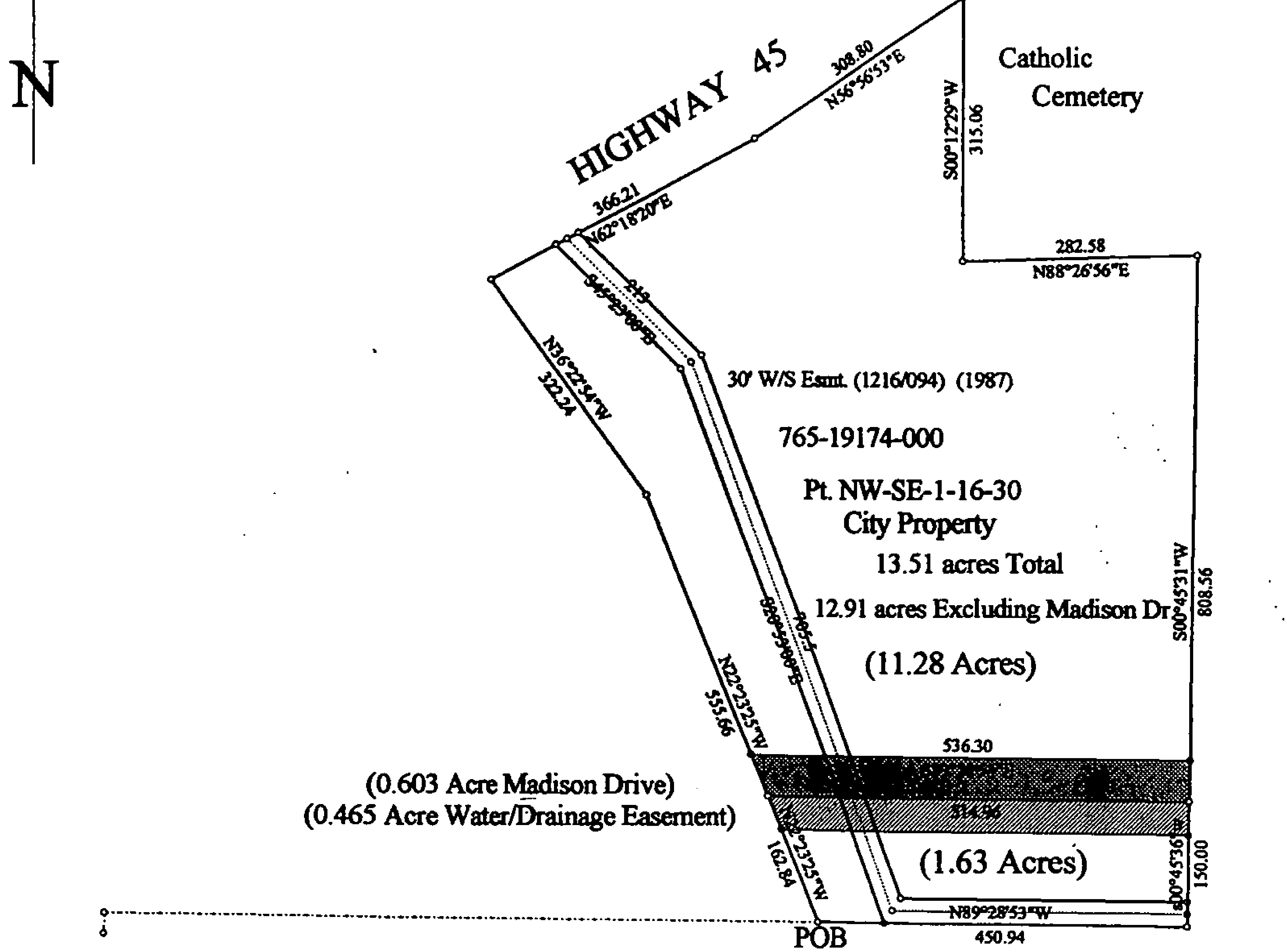
WITNESS my hand and seal on this ________ day of ________________, 2001.

____
Notary Public

MY COMMISSION EXPIRES:

____

EXHIBIT "C"
Property Diagram & Easements



Title: City Property: Hwy 45 East of Starr Road	Date: 08-02-2001
Scale: 1 inch = 200 feet	File: MADISON.des

Data and Deed Call Listing of File: MADISON.des

Tract 1: 0.000 Acres: 0 Sq Feet: Closure = n88.5208e 868.36 Feet: Precision =1/ 1: Perimeter = 893 Feet
Tract 2: 13.513 Acres: 588610 Sq Feet: Closure = s85.4035e 0.01 Feet: Precision =1/443770: Perimeter = 3410 Feet
Tract 3: 0.087 Acres: 3768 Sq Feet: Closure = n43.0419w 1111.54 Feet: Precision =1/ 1: Perimeter = 1275 Feet
Tract 4: 0.878 Acres: 38230 Sq Feet: Closure = n61.1638w 0.02 Feet: Precision =1/133127: Perimeter = 2610 Feet
Tract 5: 0.603 Acres: 26281 Sq Feet: Closure = n55.0458w 0.00 Feet: Precision =1/824787: Perimeter = 1156 Feet
Tract 6: 0.465 Acres: 20256 Sq Feet: Closure = s43.5348w 0.00 Feet: Precision >1/999999: Perimeter = 1096 Feet
Tract 7: 1.663 Acres: 72441 Sq Feet: Closure = n44.4053e 0.00 Feet: Precision >1/999999: Perimeter = 1279 Feet

001=N89.2853W 867.87
002=S00.4935W 25
003=@1Survey Property Des.
004=N22.2325W 555.66
005=N36.2254W 322.24
006=N62.1820E 366.21
007=N56.5653E 308.80
008=S00.1229W 315.06
009=N88.2656E 282.58
010=S00.4531W 808.56
011=N89.2853W 450.94
012=@6 Sewer Esmt CL
013=/N62.1820E 107
014=S45.2300E 213
015=S20.5300E 705.5
016=**S89.2853E 356
017=@6 30' Sewer Esmt.
018=/N62.1820E 107
019=*s62.1820w 15.74
020=*s45.2300e 214.53
021=*s20.5300e 712.48
022=*s89.2853e 366.17
023=*n00.4531e 30.00
024=*n89.2853w 345.83
025=*n20.5300w 698.52
026=*n45.2300w 211.47
027=*s62.1820w 15.74
028=@1 50' Madison Dr. ROW
029=/N22.2325W 162.84
030=N22.2325W 54.28
031=S89.2854E 536.30
032=S00.4531W 50
033=*N89.2854W 514.96
034=@1 40' Water & Drainage Esmt.
035=/N22.2325W 119.42
036=N22.2325W 43.42
037=**S89.2854E 514.96
038=S0.4531W 40
039=N89.2852W 497.89
040=@1Area South of Madison Dr.
041=N22.2325W 162.84
042=**S89.2854E 514.96
043=s00.4536w 150.00 ?
044=N89.2853W 450.94

FAX

Date: 8-15-01 **Time:** 2:30PM **Pages** 4 (5 with this cover)

To: Ed Connell **From:** Fran Alexander

Fax: 575-8202 **Fax:** 501-442-2433
Voice: **Voice:** 501-442-5307

Comments: Ed — I am faxing this also to Heather so you do not need to duplicate it.

Thank you —

Fran

Copies To:

Dan Coody
Greg Boettcher
Ted Webber
John Maguire
Jim Beavers

To: Ed Connell
Land Agent
City of Fayetteville
13 W. Mountain St.
Fayetteville, AR 72701

Aug. 15, 2001

Dear Ed,

This letter is in response to the public notice which I saw in the Aug. 9 newspaper regarding 12.91 acres along Ark. State Highway 45, east of Starr Dr. and west of Barrington Park.

The notice says in part, "It is the intention of the City Administration to sell this property to a private enterprise for residential development purposes for the amount of $260,000, as determined by an independent appraisal. If the public objects to this sale by the City, such objection should be submitted in written form no later than Aug. 15th, 2001."

Please consider this faxed letter my "written form" objection (hard copy will follow by mail) for the following reasons:

1. To the best of my knowledge this land's availability for sale has not been posted on the property.

2. To the best of my knowledge no red public notice signs have been posted On the land in view of drivers passing on Highway 45 nor near the adjoining subdivisions to indicate that a change in the land's status is in the works (and if one is ever put on 45 a duplicate should also be put up near the Fox Hunter road turn off so people can safely pull off and read it without stopping on the highway).

3. If the city has land to sell, it seems appropriate to post that intention on the property just as homeowners and businesses post "For Sale" signs in order to garner the most and best offers on their property. I do not, for example, make a habit of reading city listings of land sales nor the legal notices, but this particular property would be some which I might consider purchasing given the opportunity to know about it through the normal real estate methods.

4. If memory serves me correctly, this land is low in some areas and may be partially a flood plain. Has this been determined? If the land is developed and has an environmental impact upon that flood plain, has this been taken into consideration by the "private enterprise" and by the city as to the consequences and costs to city drainage infrastructure? The Corps of Engineers should be consulted if, I believe, over an acre of the property is in a flood plain before anything is built there. I realize this characteristic of the property has probably affected its appraised value.

5. This land is bordered on the north by Highway 45 East, on the east by a large subdivision, Barrington Park, and next over (east) is Ridgemont Estates, which on its east and north sides is bordered by Ridgemont View. Homes also line Fox Hunter Rd. all the way south to Wyman Rd. Another home development borders on the west side of this 12.91 acres; across the street is a new condominium complex; and next (west) is Sequoyah Woods subdivision. Another large neighborhood is close to this land to the south with homes stretching far down Starr Rd. and that area is building up more all the time.

Across 45 on the north is Timber Crest development and another new development, Covington Park, has just been built on its east side and the road in Covington joins a very large grouping of more developments on the north, all near the new elementary and middle schools. To the best of my knowledge, this eastern edge of Fayetteville being so heavily developed does not have a park which can be accessed by children on foot or bicycles to ***the south of Highway 45***. Major highways like 45, 265, and 16 form barriers as high as the Great Wall of China for such access and children in this area must be driven by car to any developed park areas near-by. This is the complete opposite condition wanted and requested by the citizens of this town every time they have answered surveys in the last decade.

This land is long and narrow, open and slightly wooded. It is the perfect place for open sunny activities like tennis courts and/or a ball field or pool, but also offers natural shaded places and a creek to explore and discover. We have hundreds of homes in this area with boxed-in back yards walling off families and kids from each other into cubicles. Our citizens and our society need common green areas to meet, get acquainted, play together, and which are accessible by trails and sidewalks.

6. School playgrounds and fields are not the same amenities as public parks. And, while small lots left as park dedicated land in subdivisions serve small needs, they do not provide the same purposes as larger parks.

For example, the green space dedication done for Barrington Park is actually on Fox Hunter Rd., purchased by the developer of that subdivision to satisfy his requirement. He bought it from Mr. Harley Brigham, now deceased, at Mr. Brigham's suggestion. It is a nice green space, named Trammel Park to honor Harley's wife Ruby. Mr. Brigham had long envisioned part of his property as a nature preserve and for many years he tried different approaches with the city to establish something there before finally selling to the developer. He also "gave" the city a trail stretch parallel to Fox Hunter which leads to a tiny pond, now unkept and which may be dry, which he created. This donated trail stretch just happened to be on top of the city sewer right-of-way which Mr. Brigham had been paid for, but that's water under the bridge now, so to speak.

This "park" is mowed by the city, but it is unused by the Barrington Park neighborhood or anyone else for several possible reasons:

a. My first guess is that few Barrington folks even know it is there.

b. It is NOT in their neighborhood and must be accessed via a sidewalk between two houses leading onto a curve in Fox Hunter Rd. which is behind the homes in Barrington. These homes back up with fences to Fox Hunter (a plan, I might add, objected to by residents of Fox Hunter when the Barrington development came to the planning commission but ignored in favor of what the developer wanted). So, this space is not a part of the area known by the people who could use it and is actually the side yard of Mr. Brigham's first home lot. It seems like you are actually a stranger wandering around in another stranger's yard when you are there so no one comes to use it. I base my opinions about this "park" on my own experience of living across the street from this property for 16 years.

This tiny "park" side-yard-lot has great value as green buffer and space, but should not be considered as a substitute for what almost 13 acres of land adjoining Barrington and surrounded by numerous other developments could provide for this part of town. Look at the effect that the 17 acres of Wilson Park has on Fayetteville. This kind of use could occur here as well.

Much ado is usually made about neighborhood associations and developments' recreational facilities, and they are looked on as substitutes for public parks. While good for providing small recreational areas, these do little to integrate neighborhoods with each other. Instead they isolate and privately close others out. Also privately held facilities and land can more easily change or be dissolved than public ones.

7. Speaking for the east side of town, I would like to point out that aside from the very fine dedication of funding and sweat put into Gulley Park (which is NOT safely accessed by children east of Crossover and south of Highway 45), there are no developed neighborhood parks of any size in this area. Even if park development is a decade or more away, the city should hold the land as green space until it can be made into a park or leave it as a green space forever.

Why would the city sell 13 acres of land centered among so many subdivisions when the people continue to say to their government, "More green space, more trails, more sidewalks, more neighborhood parks?" Why would the city which needs to INCREASE its green space, and especially to make efforts to link green fragments and trails around the city, SELL 13 acres of property which it probably paid very little for (in today's money), if anything, and which it may never be able to afford to duplicate in purchasing power in the future??? With the Boys and Girls Club as well as a proposed sports complex for youth planned for the far west side of town, isn't it time to strike some balance in park needs on the east side?

On the east side of town bounded south of Highway 45 East, bordered on the west by Crossover (265), and on the south by Highway 16 there is tremendous acreage dedicated as "park land." It is almost all, however, contained in the Lake Sequoyah and Lake Wilson areas. There are about 6 or 7 acres of Bayyari land (not a park but green space) off Highway 16 east in the David Lyle subdivision. There's Trammel, which I've mentioned, and not much else in this entire area. To assume that the two lakes do anything to supply neighborhood park needs to hundreds of children and families within this bordered area is a serious flaw in evaluating park and greenspace needs in the east.

Also, in regard to selling public land in the center of developments, it should be recognized that the purchasing plans people make are often based on surroundings which they assume will remain constant when they know they are buying next to "public land." Please consider that to change this green buffer into more built-up space is, in a way, a bait-and-switch to those who invested in an area assuming at least the "public" portion of their home turf would stay green.

8. This 12.91 acres also border a small cemetery-- St. Joseph's Catholic Cemetery. By their very nature, cemeteries should evoke some sense of privacy and natural beauty surrounding them which parks and green space provide. Have those who come here to a setting which has always been buffered by public property been officially notified that a private residential developer wants to change those surroundings which border this cemetery? Is this "compatible use?"

9. During the Barrington Park planning, the issue of traffic entering and exiting Highway 45 at a variety of streets was brought up with the suggestion that Barrington should have a route across part of this city property to intersect with Timber Crest (directly across the highway) so that someday a light might make it possible for these subdivisions to access Highway 45. This suggestion was also ignored. Where will 13 acres of more residential traffic enter and exit Highway 45? We citizens know it takes several deaths and an act of the legislature to get a traffic light on a state highway. Shouldn't we plan as logically as possible for where a light could be east of Crossover so that some sense can be made of the increased traffic pressure upon this highway? When is all this "planning for growth" verbiage going to kick into the reality of what's actually going on?

10. In conclusion, I would like to say, "NO!" do not sell this land. Keep it for future park needs and present green space use." To sell it flies directly in the face of everything citizens are needing and requesting, and to purchase land in this quadrant for any future parks will possibly be prohibitive.

If the city, however, does not agree and goes ahead with plans to sell, I think the opportunity to buy the land should be open to all comers, not simply one which has apparently approached the city privately with a willingness. To limit purchasers is, if not legally wrong nor required by state law, certainly ethically murky and financially for the city just plain ridiculous.

Also, 6 days of public notification in the newspaper is totally insufficient for public response. For example, the most recent neighborhood association president for Barrington has moved and no one is currently in charge. Other contacts have been on summer vacations. It is very difficult to stimulate any kind of true public response in written form (by snail mail) within 6 days, 2 of which were week-end days. At this step and the next step to the city council level a public notice sign should be posted all around this land, adjoining landowners should be notified, and more time should be allowed for written objections to Mr. Connell.

Thank you.

Most sincerely,

Fran Alexander

Fran Alexander

cc: Tim Conklin, City Planner
Mayor Dan Coody
Kit Williams, City Attorney
David Whitaker, Asst. City Attorney
Aldermen:
Brenda Thiel
Bob Reynolds
Bob Davis
Trent Trumbo
Lionel Jordan
Kevin Santos
Cyrus Young
Randy Zurcher

FACSIMILE TRANSMISSION COVER SHEET

FAYETTEVILLE

City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, Arkansas 72701
FAX Number: (501) 575-8202

If transmission cannot be read clearly please call back as soon as possible at the number listed below. Thank you.

TO: FRAN ALEXANDER 442-2433

ATTN:

FROM: Ed Connell

PHONE: 444-3415

DATE: 8-16-01

NUMBER OF PAGES (Including cover sheet) 1

NOTES: RECEIVED All FIVE PAGES OF YOUR FAX YESTERDAY. SORRY I didn't HAVE A CHANCE TO ACKNOWLEDGE. THANKS,

STAFF REVIEW FORM

Description Sale of 12.91 acres to Real Assets, Inc. for $305,001.01 Meeting Date 10-16-01

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 16, 2001

FROM:

Ed Connell	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: The passage of a resolution approving the *Offer and Acceptance Contract* between the **City of Fayetteville** and **The Arkansas and Missouri Railroad Company**, dated October 4, 2001, for the purchase of 6.58 acres of railroad right of way (25 ft. wide) along the East side of Gregg Avenue, from Poplar Street to the four lane South of the new bridge on Mud Creek, for a price of $263,200. Approval includes purchase price plus associated closing costs.

COST TO CITY:

$ 263,200	$ 270,000	Gregg Ave. Improvement–Township to Mud Creek
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5805.00	$ -0-	
Account Number	Funds Used To Date	Program Name
01057-30	$ -0-	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date 10/5/01	Internal Auditor	Date 10/05/01
City Attorney	Date 10/5/01	ADA Coordinator	Date
Purchasing Officer	Date 10/5/01		

STAFF RECOMMENDATION: Staff recommends approval of this contract and the purchase of said right of way for the forthcoming expansion of Gregg Avenue to four lanes with signals, from Township to the bridge at Mud Creek. This acquisition will reduce the amount of right of way required from the East side of Gregg Ave. and will result in a considerable cost savings if all the ROW was req'd. from the East side. Funds for this acquisition will be made available, indirectly, from the sale of property on Hwy 45 ($305,000).

Division Head	Date 10-4-01	Cross Reference
Department Director	Date 10-4-01	**New Item: Yes ___ No ___**
Administrative Services Director	Date 10/5/01	**Prev Ord/Res #:** ___
Mayor	Date 10/5/01	**Orig Contract Date:** ___

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: October 4, 2001

TO: Fayetteville City Council

Thru: Dan Coody, Mayor
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer Jim B.

FROM: Ed Connell, Land Agent EC

RE: Purchase of Railroad ROW for Gregg Ave. Expansion

In the very near future, the City is faced with a roadway expansion along Gregg Avenue, from Township Road north to the current four lane just south of Mud Creek bridge, a distance of almost 2 miles. At this time, the City has an opportunity to acquire 25 foot of railroad right of way from Arkansas and Missouri Railroad Company, all along Gregg Avenue from Poplar Street to the area just south of the new Mud Creek bridge.

Gregg Avenue, from Township Road to the by-pass (Hwy 71) is State highway and the AHTD will be doing the design work on this section, however, the City is required to furnish the additional right of way. Gregg Avenue, north of the By-pass (Hwy 71), is a City street. This section is currently being surveyed by the AHTD and will be designed by them for the City of Fayetteville. In both of these sections, getting additional right of way from the railroad is simpler and much less expensive than getting the additional 25-35 feet, all from the East side where it would interfere with major fence work, house trailers and houses. The railroad wanted to sell the 25' ROW to the City down to Poplar Street and we would like to obtain that portion as well, primarily for utility purposes, thus it is included in this proposed acquisition.

Included herewith is a copy of fully executed *Offer and Acceptance Contract* between the City and the Arkansas and Missouri Railroad Co. for the purchase of 6.58 acres of 25' ROW for a price of $263,200.00. This represents $40,000 per acre. Included also is a copy of the Summary page of a recent independent appraisal based on this acquisition. The value of the acquisition was appraised at $43,500 per acre. An appraisal of this nature is very subjective since the land, being next to a roadway, cannot be used for anything except for railroad purposes, utilities or road expansion. Prices of land in the general area are considerably more expensive and the cost to the City, if all of the right of way for the road expansion had to come from the East side of Gregg Street, would be considerably more than the amount considered here. The City is appreciative of the Arkansas and Missouri Railroad for giving consideration to our proposal in an effort to minimize the affect on properties and people on the East side of Gregg. While this will not eliminate the need for some additional right of way off of the East side, it does reduce the major affect.

Staff encourages Council members to approve this contract and the purchase of said right of way from Arkansas and Missouri Railroad. This is a good deal for the City and the citizens of Fayetteville ~~and~~ will let the City and Highway Dept. get onto this project as soon as possible. ~~You have previously received~~ Attached is information from Mr. Boettcher concerning scheduling, among other items, for these projects.

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

   SEE ATTACHED EXHIBIT "A"

   FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$263,200.00.**

3. **Contingent Earnest Money Deposit**: The Buyer herewith tenders a check for **$ 4,000.00** to **Arkansas and Missouri Railroad Company**, a Virginia corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.

4. Conveyance will be made to the Buyer by Quit Claim Deed, therein conveying any and all rights of the Seller on an as-is basis, except it shall be subject to recorded instruments, easements, leases and rights of way, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.

5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall share equally in the cost of such title insurance.

6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of the closing date.

8. The closing date is designated to be within **Thirty (30)** days after approval of this Contract by the Fayetteville City Council. This Contract will submitted to the Fayetteville City Council for approval within three weeks of the date of Seller signature.

9. Possession of the property shall be delivered to the Buyer on the date of closing.

10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property for the purpose of inspection and/or surveying.

11. All fixtures, improvements and attached equipment are included in the purchase price.

12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Buyer shall accept property described in Exhibit "A" on an "as-is" basis.

14. This agreement shall be governed by the laws of the State of Arkansas.

15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

16. This contract expires, if not accepted on or before the **11th** day of **October**, 2001.

17. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $4,000.00 EARNEST MONEY DEPOSIT.**

SELLER:

Arkansas and Missouri Railroad Company

BY: Lawrence P Bouchet

Lawrence P. Bouchet, President

Date: 10-4-01

WITNESS:

G. Brent McCready

G. Brent McCready, Senior vice-President

Date: 10-4-01

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody

Dan Coody, Mayor

Date: 10/03/01

Heather Woodruff

Heather Woodruff, City Clerk

Date: 10/3/01

OFFER AND ACCEPTANCE CONTRACT
Page 3a

ADDENDUM TO THE TERMS AND CONDITIONS OF THIS CONTRACT

Addendum No. 1

Seller asserts and Buyer hereby acknowledges that this offer is also expressly contingent upon the assurance by Buyer that, after conveyance of the property, said property will not be altered in any manner which would affect or otherwise compromise the operation of the Seller's railroad upon the existing rail line, resulting from, but not limited to, changes in drainage, alignment of the existing rail line, or otherwise, and further, that if any such changes or alterations be made by Buyer after conveyance of the property which does so affect or otherwise compromise the operation of the Seller's railroad, then Buyer shall be responsible for any and all costs associated with correcting said alterations so that the operation of Seller's railroad may be conducted in such a manner as existed prior to the sale of the property described herein.

EDL 10-4-01
LPB 10-4-01

EXHIBIT "A"
PROPERTY DESCRIPTION

Gregg Avenue Proposed Right of Way Acquisition

A part of the East Twenty-five (25) feet of that portion of the Arkansas and Missouri Railroad Company Main line 100 foot wide right of way upon, over and across a portion of the W½-NE¼ of Section 27 in Township17 North, Range 30 West, being more particularly described as follows: Beginning at a point 1529.2 feet North of the South line of the NE¼ of Section 27, Township 17 North, Range 30 West and on the East right of way line of the Railway Company's 100 feet right of way line; thence running South along the East line of said Railroad Company's 100 foot right of way 1529.2 feet to the South line of said NE¼, also known as the centerline of Van Asche Drive; thence West, perpendicular to the centerline of said railroad, a distance of 25 feet; thence in a Northeasterly direction 1529.40 feet, more or less, to the Point of Beginning, containing 19,115 ft² (0.439 Acre), more or less, subject to easements, leases and rights of way of record,

Also,

The East twenty-five (25) feet of that portion of the Arkansas and Missouri Railroad Company Main Line 100 foot wide right of way upon, over and across the W½ of the SE¼ of Section 27, the E½ of Section 34, all in Township 17 North, Range 30 West, and the North 3,636.7 feet, to an end point, in the E½ of Fractional Section 4, Township 16 North, Range 30 West, as measured by the East right of way line of the Railroad Company's Main Line, said end point also known as the centerline of Poplar Street, covering 10,707.3 feet in length and 267,682.5 ft² (6.145 acres), subject to easements, leases and rights of way of record.

SIGNED FOR IDENTIFICATION:

SELLER:

Arkansas and Missouri Railroad Company
BY:

Lawrence P Bouchet

Lawrence P. Bouchet, President

BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:

Dan Coody

Dan Coody, Mayor

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Heather Woodruff**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 3rd day of November, 2001.

Edward D. Connell
Notary Public

MY COMMISSION EXPIRES:
05-01-2010

EDWARD D. CONNELL
Washington County
My Commission Expires
May 1, 2010

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lawrence P. Bouchet and G. Brent McCready**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they are the President and Senior Vice-President** and are duly authorized to execute the foregoing instrument for and in the name and behalf of the Arkansas and Missouri Railroad Company, a Virginia corporation, and further stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 4th day of October, 2001.

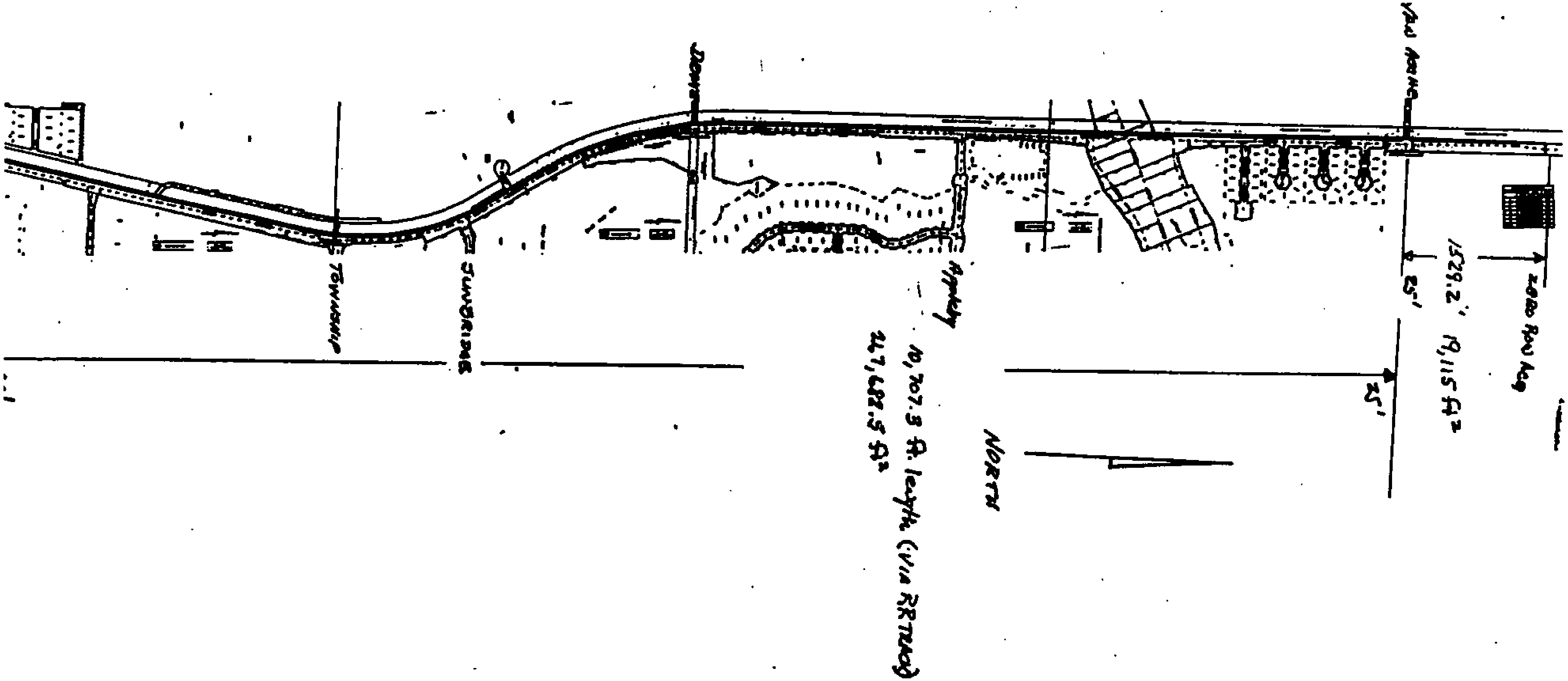
Edward D. Connell
Notary Public

MY COMMISSION EXPIRES:
05-01-2010

EDWARD D. CONNELL
Washington County
My Commission Expires
May 1, 2010

25 Ft. Railroad ROW Proposed Acquisition

Segment	Length (ft.)	Area (Sq. Ft.)	Area (Acres)	From	To
1	2636.7	65,917.5	1.51	Poplar	Township
2	2811.6	70,290.0	1.61	Township	Drake
3	2995.4	74,885.0	1.72	Drake	Hwy 71 (S)
4	417.9	10,447.5	0.24	Hwy 71(S)	Hwy 71(N)
5	1845.7	46,142.5	1.06	Hwy 71(N)	Van Asche
6	1529.4	19,115.2	0.44	Van Asche	Curve at Mud Creek Bridge
TOTAL	12236.7	286,797.7	6.58		



APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Complete Summary Appraisal Report

PROJECT	Gregg Ave. Improvement – Sycamore to Mud Creek Bridge
COUNTY	Washington
PARCEL #	Railroad Right of Way
LOCATION	West Side of Gregg Ave. between ~~Sycamore~~ Poplar St. and the Mud Creek Bridge
FEE OWNER	Arkansas Missouri Railroad Co.
ADDRESS	107 N.Commercial St., Springdale, AR 72764
ESTATE APPRAISED	Fee Simple
AREA OF SUBJECT PROPERTY	6.58 acres

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Land	$286,000
Improvements	$ 0
Total	$286,000

FAIR MARKET VALUE OF SUBJECT PROPERTY $286,000

As of the *29th of August, 2001*

ALLOCATION OF FAIR MARKET VALUE OF SUBJECT PROPERTY

Fee Simple	6.58 Acres @ $43,500/Acre	= $ 286,230	Say	$286,000
Trees	Included in Fee Simple Land Value			$ 0
Improvements:	None			$ 0
Total	Land, Trees, & Improvements			$ 0
Total Value				$286,000

Say $286,000

ATTACHMENTS:
- X Certificate of Appraiser
- X Photographs
- X Site, H&B Use Narrative
- X Legal Description
- X Market Data Approach
- X Plat Map
- X Tax Assessment Card

Appraiser, Mark E. Risk, CGA #CG0202

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
No. CG0202
MARK E. RISK

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Jim Beavers, City Engineer

Copy: Members of Street Committee
Mayor Dan Coody
Ed Connell, Land Agent
Kit Williams, City Attorney
Perry Franklin, Traffic Superintendent
Randy Allen, Street Maintenance Superintendent

FROM: Greg Boettcher, P.E.
Public Works Director

DATE: September 28, 2001

SUBJECT: **Gregg Avenue Widening and Improvement Preliminary Schedule/R.O.W. Acquisition**

Attached please find a copy of a letter dated September 19, 2001 from the Arkansas Highway and Transportation Department. It appears that the design of the Gregg Avenue Improvements (by AHTD) shall not commence before 2004, therefore construction may not occur until 2005/2006. The City of Fayetteville shall need to proceed with the interim traffic control measures along Gregg Avenue on the basis of these measures being utilized for several years.

While it may be several years before the actual widening and improvement construction occurs, it is recommended that the Street Committee/City Council consider the acquisition of 25 feet of right-of-way from the Arkansas-Missouri Railroad (along the south side of Gregg Avenue). Such acquisition represents a sizable expenditure (approximately $265,000.00), however the costs of securing a comparable right-of-way width on the north side of Gregg Avenue will be much more costly and will significantly impact properties on the north side of this highway. It is to be clearly noted that the 25 foot right-of-way from the Arkansas-Missouri Railroad shall not eliminate the need for right-of-way from the north side, but rather shall reduce the extent of additional land needed and shall minimize adverse impacts on the north properties. Actual right-of-way needs shall not be known until the AHTD completes preliminary designs. Since the management of Arkansas-Missouri Railroad is currently receptive to the sale of right-of-way, such action should be considered by the Street Committee/City Council. The City's land agent is currently developing the necessary documents to effect this land transaction, which materials may be presented for consideration in the not too distant future.

Should there be any questions on this matter, please feel free to contact either Mr. Ed Connell or myself.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

SEP 24 2001

Dan Flowers
Director
Telephone (501) 569-2000

AHTD

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

September 19, 2001

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Coody:

Reference is made to your recent letter concerning the improvement of Gregg Avenue in Fayetteville.

The City's offer to handle right of way and utility costs associated with the Gregg Avenue improvement and to accept the road into the City Street system after improvement is both noted and appreciated. I would like to address two issues related to this matter.

First, from the Department's perspective, transfer of the State Highway section of Gregg Avenue (Highway 180) to the City should include that portion of Township Road (Highway 180) which currently connects Gregg Avenue to College Avenue (Highway71B).

The second issue is that of scheduling. While improvement of Gregg Avenue may be included in the regional 2025 plan for Northwest Arkansas, this work is not currently in the Department's work program. Department funds are committed through 2003 to the work set out in the 2001-2003 Statewide Transportation Improvement Plan. Improvement of Gregg Avenue could not be scheduled before 2004 at the earliest.

Our staff will contact you in the near future to further discuss this work with you.

Thank you for your early coordination.

Yours truly,

Robert L. Walters
Chief Engineer

cc: Commissioner Jonathan Barnett
Director

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

r the Fayetteville City Council meeting of October 16, 2001

FROM:

Bill Oestreich	Fleet	Public Works
Name	Division	Department

ACTION REQUIRED: Approve a budget adjustment increasing the maintenance budget for Fleet Operations.

COST TO CITY:

$188,975.00	4,944,160.00	see attachment
Cost of this Request	Program/Project Budget	Category/Project Name
see attachment	3,365,531.00	Vehicle Maintenance
Account Number	Funds Used To Date	Program Name
	1,578,629.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item XX Budget Adjustment Attached

dget Manager — Administrative Services Director

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

Marsha Farthing	10/4/01	Nancy Smith	10/4/01
Accounting Manager	Date	Internal Auditor	Date
D. Whitaker	10/4/01		
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of budget adjustment.

Gary Bolte	10-4-01
Division Head	Date
Gary Bolte	10-4-01
Department Director	Date
Administrative Services Director	Date
Dan Coody	10/5/01
Mayor	Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

H:\BUDGET\PROJECTS\Bud_Adj\Agenda Request Fleet Operations BA.wpd

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Public Works	Date Requested	Adjustment #
2001	Division: Fleet	Oct 16, 2001	
	Program: Operations		

Project or Item Requested:
Additional funding is requested for Personnel Services, Materials & Supplies, Services & Charges and Maintenance categories for Fleet Operations.

Project or Item Deleted:
Portions of Construction Equipment project and Police/Passenger vehicles projects are proposed for this adjustment.

Justification of this Increase:
The additional funds are needed for:

Personnel Services - additional overtime cost is being incurred due to being one mechanic down from approved staffing..

Materials & Supplies - additional funding is primarily needed due to increased parts needed to maintain large equipment.

Services & Charges - additional funding is primarily needed due to increased contract maintenance needed to maintain large equipment.

Maintenance - Additional funding is needed primarily due to increased cost of fuel.

Justification of this Decrease:
The funds are being transferred from Construction Equipment project to fund increased maintenance cost for large equipment items such as the paver. Funds are being transferred from Police/Passenger vehicles because the annual purchase of vehicles is complete for 2001.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Overtime	5,125	9700	1910		5103	00		
Shop Supplies	6,600	9700	1910		5214	00		
Parts, Oil & Accessories	86,750	9700	1910		5214	00		
Contract Services	81,000	9700	1910		5315	00		
Small Equipment Maintenance	1,500	9700	1910		5407	00		
Vehicle & Machine Maintenance	8,000	9700	1910		5403	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Vehicles & Equipment	98,475	9700	1920		5802	00	01024	1
Vehicles & Equipment	90,500	9700	1920		5802	00	98066	1

Approval Signatures

	Date
Requested By	
Budget Manager	10-5-01
Department Director	10-5-01
Admin. Services Director	10/5/01
Mayor	10/5/01

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / White Copy: Requester

H:\BUDGET\PROJECTS\BUD_ADJ\BA_2001\SHOP_BA.WK4

October 9, 2001

AGENDA SESSION
CITY COUNCIL
OCTOBER 16, 2001

ADDITIONAL INFORMATION:

1. **T-21 FUNDING: (A-9)** A resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway and Transportation Department.

2. **REAL AND PERSONAL PROPERTY TAX RATE: (C-6)** An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

3. **FLEET OPERATIONS: (C-13)** A resolution approving a budget adjustment increasing the maintenance budget for Fleet Operations.

To: Mayor Dan Coody
Fayetteville City Council

From: Steve Hatfield Steve H.
Park Landscape Architect

Date: October 8^{th}, 2001

Re: Arkansas Transportation Enhancement Program, Project Application

Background

The Arkansas State Highway and Transportation Department is accepting applications for the Arkansas Transportation Enhancement Program, federal fiscal year 2002, until Friday, October 26, 2001. Under this program the Sponsor, The City of Fayetteville, can receive an eighty percent (Federal) to twenty percent (Sponsor) match of federal funds for projects that are eligible under The Transportation Equity Act for the 21^{st} Century (TEA-21). TEA-21 requires that the projects relate to surface transportation. Each Sponsor can only submit two applications and they must be prioritized. Eligible projects cost may range from \$20,000 to \$500,000 (16,000-\$400,00 federal funds).

Current projects that are utilizing this program are Raven Multi-use Trail, Gulley Park Multi-use Trail Extension and the East Mud Creek Multi-use Trail.

Several projects pending for the City could benefit and be eligible for this program. The Sidewalk and Trails Committee has determined that their priority projects are # 1 West Mud Creek Multi-use Trail and #2 Miscellaneous Sidewalk improvements.

Current Status

A completed application is ready for West Mud Creek Multi-use Trail and is currently being routed for staff review. This project will be requesting the full amount allowed, \$400,000 federal funds. The City's portion will come from funds already set aside for Trail and Greenway development.

A completed application is ready for the sidewalk improvements and is currently being routed for staff review. This project will be requesting the full amount allowed, \$400,000 federal funds.

Recommendation

It is recommended that these two projects be forwarded to the Arkansas Transportation Enhancement Program. These two projects are important to the citizens of Fayetteville and will be improvements that reinforce The City of Fayetteville's continued commitment to alternative modes of transportation as well as quality of life.

PROJECT APPLICATION – FFY 2002

ARKANSAS TRANSPORTATION ENHANCEMENT PROGRAM

Funding for enhancement projects is approved by the Arkansas State Highway Commission on the basis of initial staff review, taking into consideration the information provided. Responses should be limited to the space provided.

PROJECT DESCRIPTION

Describe the project in detail below. The description should not be lengthy; it should contain short and concise statements. Attach an 8.5" x 11" map, suitable for facsimile transmission, showing the project location. Also, attach a preliminary detailed cost estimate.

One of Fayetteville's goals is to provide safe access to Fayetteville's schools and parks via ADA compliant sidewalks. The propose of this grant application is to provide funding for sidewalk construction in three (3) areas of Fayetteville in which sidewalks do not exist or are inadequate. These areas are near elementary schools and parks. These core neighborhoods have a high population density of children who need safe routes to walk. Selected sidewalk projects will provide connecting links between existing sidewalks and area schools. This is a part of Fayetteville's ongoing work to improve pedestrian facilities within walking distance of schools and parks.

***Gregg Avenue/Prospect Street** sidewalk will connect area neighborhoods with Wilson Park (One of Fayetteville's most used parks.) and provide a link to Washington Elementary School. This sidewalk has a length of approximately 1150 feet, estimated cost $121,908.*

***Sixth Street** sidewalk will provide a connecting link from previous sidewalk improvements along Fourth Street, Fifth Street, Church Ave., East Ave., and Block Ave. to Jefferson Elementary School. This sidewalk has a length of approximately 1500 feet and includes a pedestrian walk bridge, estimated cost $156,282.*

***Lawson Street/Lewis Avenue** sidewalk will provide a connecting link from area neighborhoods to Asbell Elementary School. This sidewalk has a length of approximately 1600 feet and includes a pedestrian walk bridge, estimated cost $176,137.*

These streets are heavily traveled and present a great danger to the walking public - especially the children. Currently pedestrians must walk in the street as existing sidewalks do not provide complete connections and/or meet ADA guidelines.

Total funding requested for construction of these selected sidewalk projects $454,327.

Preliminary Cost Estimate

The City of Fayetteville
Sidewalk Improvements
Gregg Ave. (Adams St. to Prospect St.) 900 LF
Prospect St. (Gregg Ave. to Wilson Ave.) 250LF

Item #	Description	Est. Quanity	Unit	Unit Cost	Extension
1	Mobilization	1	Lump Sum	$4,000.00	$4,000.00
2	Removal & disposal of existing sidewalk	300	Linear Feet	$3.00	$900.00
3	Removal & disposal of existing curb and gutter	1150	Linear Feet	$12.00	$13,800.00
4	Removal & disposal of existing driveway	7	Each	$375.00	$2,625.00
5	Construct 6' wide sidewalk	1150	Linear Feet	$20.00	$23,000.00
6	Construct 6" curb and gutter	900	Linear Feet	$20.00	$18,000.00
7	Construct 30" tall retaining wall	300	Linear Feet	$50.00	$15,000.00
8	Construct driveway	7	Each	$2,000.00	$14,000.00
9	Seed and mulch	0.4	Acre	$30,000.00	$12,000.00
10	Maintenance of traffic	1	Lump Sum	$7,500.00	$7,500.00
	Subtotal of Construction Costs				$110,825.00
	10% Contingency				$11,082.50
	Total Construction Costs				**$121,907.50**

Preliminary Cost Estimate

The City of Fayetteville
Sidewalk Improvements
Sixth St. (Locust Ave. to College Ave.) 1500 LF

Item #	Description	Est. Quanity	Unit	Unit Cost	Extension
1	Mobilization	1	Lump Sum	$5,000.00	$5,000.00
2	Removal & disposal of existing sidewalk	1500	Linear Feet	$3.00	$4,500.00
3	Removal & disposal of existing driveway	1	Each	$375.00	$375.00
4	Construct 6' wide sidewalk	1500	Linear Feet	$20.00	$30,000.00
5	Construct 6" curb and gutter	1500	Linear Feet	$20.00	$30,000.00
6	Construct pedestrian bridge with handrails	1	Each	$15,000.00	$15,000.00
7	Construct driveway	16	Each	$2,000.00	$32,000.00
8	Construct drop inlet	2	Each	$2,500.00	$5,000.00
9	Install 18" reinforced concrete pipe	20	Linear Feet	$35.00	$700.00
10	Seed and mulch	0.4	Acre	$30,000.00	$12,000.00
11	Maintenance of traffic	1	Lump Sum	$7,500.00	$7,500.00
	Subtotal of Construction Costs				$142,075.00
	10% Contingency				$14,207.50
	Total Construction Costs				**$156,282.50**

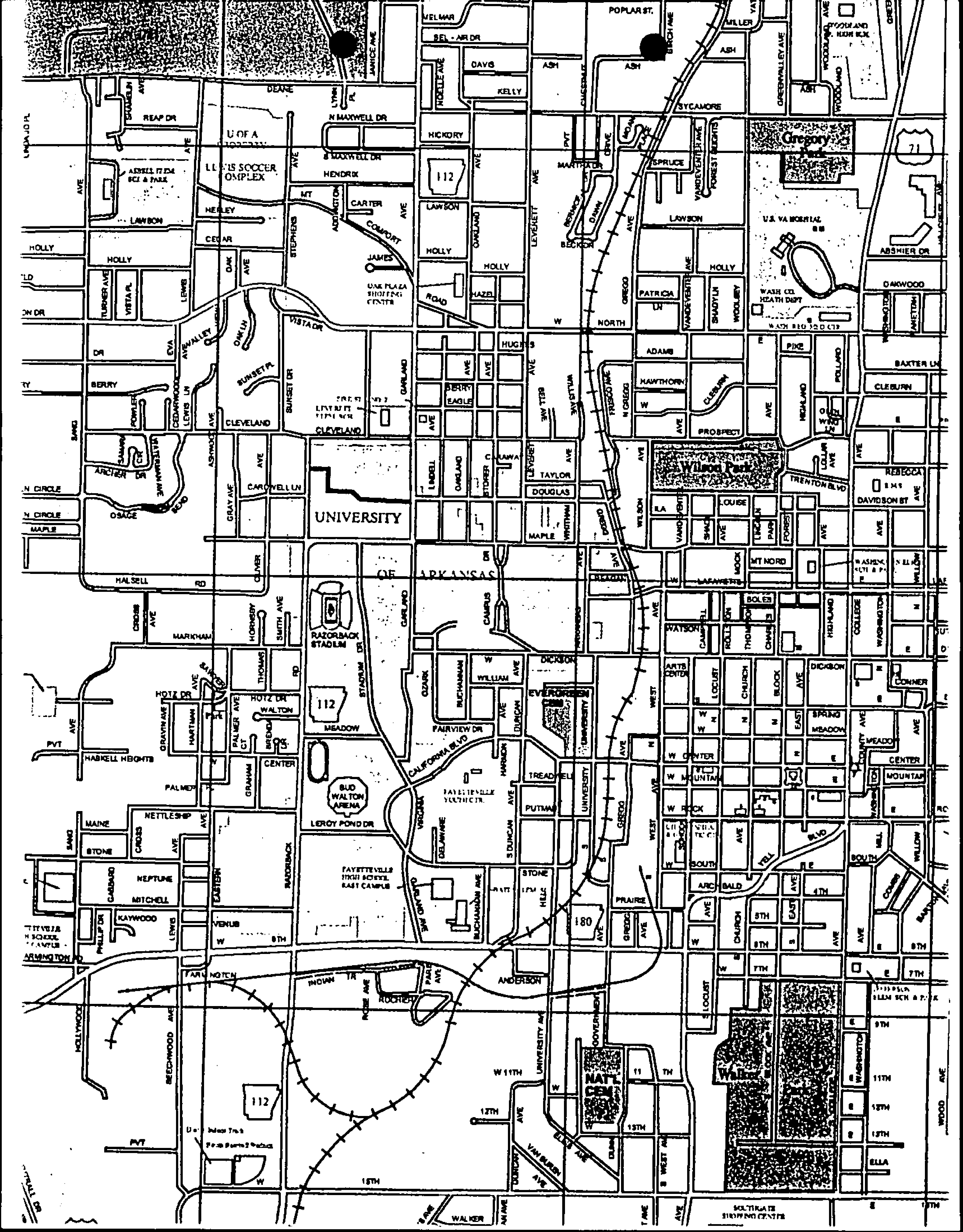
Preliminary Cost Estimate

The City of Fayetteville
Sidewalk Improvements
Lawson St. (Sang Ave. to Lewis Ave.) 1300 LF
Lewis Ave. (Lawson St. to Mt. Comfort Rd.) 300 LF

Item #	Description	Est. Quanity	Unit	Unit Cost	Extension
1	Mobilization	1	Lump Sum	$5,000.00	$5,000.00
2	Removal & disposal of existing driveway	15	Each	$375.00	$5,625.00
3	Construct 6' wide sidewalk	1600	Linear Feet	$20.00	$32,000.00
4	Construct 6" curb and gutter	1600	Linear Feet	$20.00	$32,000.00
5	Construct pedestrian bridge with handrails	1	Each	$10,000.00	$10,000.00
6	Construct driveway	15	Each	$2,000.00	$30,000.00
7	Construct drop inlet	2	Each	$2,500.00	$5,000.00
8	Install 18" reinforced concrete pipe	500	Linear Feet	$35.00	$17,500.00
9	Seed and mulch	0.6	Acre	$30,000.00	$18,000.00
10	Maintenance of traffic	1	Lump Sum	$5,000.00	$5,000.00
	Subtotal of Construction Costs				$160,125.00
	10% Contingency				$16,012.50
	Total Construction Costs				**$176,137.50**

2002 Sidewalk Transportation Enhancement Request Summary

Gregg Avenue/Prospect Street		$121,907.50
Sixth Street		$156,282.50
Lawson Street/Lewis Avenue		$176,137.50
	Total	**$454,327.50**



POPLAR ST.
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MARTHA DR
LAWSON
CARTER
COMFORT
HENLEY
CEDAR
HOLLY
JAMES
ROAD
U.S. VA HOSPITAL
ABSHIER DR
OAKWOOD
PATRICIA
NORTH
VISTA DR
HUGHES
ADAMS
PIKE
BAXTER LN
BERRY
HAWTHORN
CLEBURN
CLEVELAND
PROSPECT
Wilson Park
TAYLOR
DOUGLAS
REBECCA
TRENTON BLVD
DAVIDSON ST
LOUISE
CARDWELL LN
UNIVERSITY
OF ARKANSAS
MAPLE
MT NORD
HALSELL
RD
MARKHAM
RAZORBACK STADIUM
DICKSON
WATSON
HOTZ DR
WALTON
MEADOW
FAIRVIEW DR
CALIFORNIA BLVD
EVERGREEN CEM
CENTER
MOUNTAIN
ROCK
HASKELL HEIGHTS
BUD WALTON ARENA
LEROY POND DR
NETTLESHIP
MAINE
STONE
NEPTUNE
MITCHELL
KAYWOOD
VENUS
FAYETTEVILLE HIGH SCHOOL EAST CAMPUS
PRAIRIE
ARCHIBALD
SOUTH
180
INDIAN TR
FARMINGTON
ANDERSON
ROCHIER
W 11TH
12TH
13TH
15TH
NAT'L CEM
VAN BUREN
ELLA
WALKER
SOUTHGATE SHOPPING CENTER

WASHINGTON COUNTY
STATE OF ARKANSAS
Washington County Courthouse
280 North College - Suite 250
Fayetteville, Arkansas 72701

SUE PHILLIPS
COUNTY ASSESSOR

TELEPHONE
501/444-1500

October 4, 2001

Mr. Steve Davis
Budget Officer
City of Fayetteville
113 W Mountain
Fayetteville AR 72701

Dear Mr. Davis

Enclosed is a copy of the Preliminary Summary Report of County Assessments for the Year 2001. It reflects the district totals for all the taxing entities in Washington County as they were assessed October 3, 2001 for 2001.

These numbers are not final because they do not reflect the Equalization Board adjustments or any personal property assessments which will be made between now and the time that the values are certified. Values are to be certified for purposes of determining if a millage rollback is required under Amendment 59 as soon as the Equalization Board is finished and the County Court hearings are complete. Right now, it looks like that will be sometime during the first week in November.

As you can see in the "%change" column, some of the taxing entities have already experienced more than a 10% increase in assessed value and others are very close to that mark. It is very likely that those entities will have to roll back their millage.

In order to allow enough time for the county to issue the certifications and for the taxing entities' governing bodies to meet and vote on a millage, Judge Hunton has requested an extension of time to levy all of the millages in Washington County. I am enclosing a copy of his letter to the Assessment Coordination Department requesting such.

I hope you find this information useful. Please feel free to call me if you have any questions.

Sincerely

Lee Ann Kizzar

Lee Ann Kizzar
Chief Deputy

Washington County
Preliminary Summary Report of County Assessments for the Year 2001

School District Totals

	2000	2001	NDP	%change	%NDP
Benton County	6,728,896	6,902,092	90,966	2.57	1.78
Elkins	26,695,764	28,653,194	759,029	7.33	3.99
Farmington	61,445,547	67,326,020	3,442,618	9.57	6.82
Fayetteville	612,448,468	664,880,010	34,167,331	8.56	7.19
Greenland	31,287,237	35,326,291	1,323,805	12.91	6.83
Lincoln	39,668,532	41,667,890	1,782,850	5.04	6.40
Prairie Grove	45,954,318	50,243,124	2,705,571	9.33	7.88
Springdale	609,658,756	658,518,945	30,178,609	8.01	6.88
West Fork	29,322,091	31,167,147	1,040,590	6.29	5.07
Winslow	9,061,496	9,503,456	187,100	4.88	3.41
Grand Total	**1,472,271,105**	**1,594,188,169**	**75,678,470**	**8.28**	**6.91**

City Totals

	2000	2001	NDP	%change	%NDP
Elkins	9,513,839	10,178,628	463,496	6.99	4.77
Elm Springs	7,321,072	8,137,129	523,339	11.15	6.87
Farmington	26,220,067	29,359,043	1,799,669	11.97	6.53
Fayetteville	598,963,811	649,272,825	30,343,269	8.40	4.90
Goshen	6,631,352	8,052,710	1,027,360	21.43	14.62
Greenland	5,753,240	6,678,242	467,170	16.08	7.52
Johnson	20,364,107	25,388,949	4,137,662	24.67	19.47
Lincoln	11,459,125	13,833,719	1,225,437	20.72	9.72
Prairie Grove	20,353,777	21,491,689	707,996	5.59	3.41
Springdale	444,504,878	481,298,707	22,726,119	8.28	4.96
Tontitown	14,830,294	16,016,918	651,691	8.00	4.24
West Fork	12,487,840	13,617,940	676,807	9.05	5.23
Winslow	2,136,299	2,209,385	44,543	3.42	2.06

JERRY HUNTON
County Judge

280 North College, Suite 210
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

October 1, 2001

Debra Asbury
Assessment Coordination Division
1614 West Third St.
Little Rock, AR 72201

RE: Rollback in Washington County

Dear Ms. Asbury:

In regards to the above matter, please be advised that some of the taxing entities in Washington County may be experiencing a rollback this year. I am, therefore, requesting an extension to levy the millage pursuant to A.C.A. § 14-14-904.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Jerry Hunton
County Judge

JH:va

cc: Steve Davis, City of Fayetteville
Sue Phillips, County Assessor
Lee Ann Kizzar, Deputy Assessor

Telephone: 501 / 444-1700 • FAX: 501 / 444-1889

PUBLIC WORKS DIVISION

CITY OF FAYETTEVILLE, ARKANSAS

October 5, 2001

Mayor Dan Coody and Members of City Council
City of Fayetteville, Arkansas

Re: Fleet Operations Division
Budget Over-run Approval Request
City Council Meeting Agenda of October 16, 2001

Dear Mayor Coody and Council Members:

The Fleet Operations Division is seeking City Council approval for a Budget Over-run. Budget overages are most significant in the Contract Services and Parts categories; with some of the contributing factors being outlined in the "Budget Over-run Detail" attached hereto. A brief overview of this request is as follows:

BACKGROUND

Certain equipment has experienced catastrophic or repeated breakdowns, necessitating major expenditures for services and parts. Solid Waste transmission rebuilding, the asphalt paving machine breakdowns, the loader engine failure and the tub grinder failure have greatly impacted annual expenses. The costs developed in 2000 did not anticipate this level of mechanical problems and are not adequate to cover actual repair costs for the year.

CORRECTIVE ACTIONS

Fleet operations is identifying problematic units and is scheduling the replacement of equipment based upon reliability and costs of operation. Replacement units are being planned in current/proposed budgets to minimize the high operation/maintenance/repair attributed to undesirable units. Due to the fact that the City does not have spare or back-up units for the larger, expensive pieces of equipment, there is no choice when breakdowns occur other that to repair the unit as soon as is possible to maintain essential city services.

REQUESTED ACTION

It is requested that the City Council approve a fund transfer from the Fleet Operations capital to designated Fleet Operations expense accounts to sustain operations for the balance of the fiscal year (not increase in total budget, internal fund transfers). The requested adjustments are predicted to be adequate to meet the needs of this Division for the remainder of the fiscal year.

Greg Boettcher

Greg Boettcher, P. E.
Public Works Director

CITY OF FAYETTEVILLE

Inter-Office Memo

FLEET OPERATIONS DIVISION - PHONE: 501.444.3495 FAX: 501.444.3425
1525 S. Happy Hollow Road Extension: 495 FAX: 325
Fayetteville, AR 72701

TO: Greg Boettcher, Director of Public Works

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 4, 2001

SUBJECT: *Budget Over-run Detail*

Following are specifics for major expenses for accounts listed:

9700-1910-5315.00 Contract Services

Precision Eng. (Paver Engine Overhaul)	$ 4,399.00
Fayetteville Transmission (10 Med. Duty Transmission O.H.)	$13,110.00
Shipley Motors (Transmission & Inj. Pump O.H.)	$13.829.00
Hydro-Spec (Sanitation Vehicle Hydraulic Cyl. O.H.)	$ 9,164.00
Scott Const. (Gradal Repairs)	$ 2,309.00
Bell International (Transmission Repairs)	$ 9,987.00
NWA Truck Freightliner (A/C Repairs)	$ 4,465.00
E.A.Martin Mach. (Track Loader Engine O.H.)	$13,264.00
Drive Train Specialists (Solid Waste Transmission O.H.)	$21,831.00
Riggs Tractor (Sanitation Veh. Hydraulic Cyl. O.H.)	$ 9,079.00
United Engines (Sanitation Veh. Trans. O.H.)	$15,462.00
Ford Fleet (Transmission Repairs)	$ 3,246.00

Lewis Ford (Transmission Repairs)	$ 1,674.00
Total:	$121,819.00

9700-1910-5214.00 Parts, Oil & Accessories

Morbark (Tub Grinder Parts)	$17,698.00
J & R Equipment (Sanitation Vehicle Parts)	$44,321.00
Shipley Motors (Sanitation Vehicle & Recycle Veh. Parts)	$27.195.00
Mitchell Machinery (Paver Parts)	$24,337.00
Bell International (Recycle Vehicle Parts)	$23,577.00
Baker Equipment (Sweeper Parts)	$ 6,588.00
Total:	$143,716.00

If you have questions or comments regarding these items, please contact me at ext. 494.

Thank You

Bill

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 7th, 2001

Dear Council Members,

I am writing you to give you an update on the 32-gallon paper yard waste bags. In an effort to facilitate the education and transition from plastic waste bags, I have:

- Verified the recycled content percentage with the paper yard waste bag vendor with whom I have been in contact. At this time, the post-consumer recycled content of available bags is 50% and the vendor is working with his manufacturer to investigate the possibility of increasing this pcr content. As he explained it to me, the limiting factor in 100% recycled content is the length of recycled paper fibers, which tend to be shorter than virgin paper fibers. For more information about the vendor with whom I have been working, please refer to their web site at http://www.chairperfectfit.com/prod02.htm.

- Contacted the managers of major area retailers (Harps, Marvin's IGA, Home Depot, Lowe's, and Ace Hardware) to educate them about the thinking behind the transition from plastic bags to the 32-gallon paper yard waste bags. Each manager thanked the City for contacting them and indicated they would take steps to stock supplies of the large bags. In fact, Ace Hardware already carries the product. Home Depot carries this product in their other stores and their national gardening merchant said in a phone conversation on Thursday, October 4 that it would be no problem to bring this product to their Fayetteville location;

- Supplied the yard waste bag vendor with the names, manager's names, phone numbers, and fax numbers of Fayetteville area merchants. The vendor will follow up my conversations with area retailers with information about acquiring their product;

- Supplied the vendor with a copy of a letter providing specific information about the yard waste bag ordinance.

A few constituents in this city of almost 60,000 residents may feel confused about the reasons for and methods of purchasing the 32-gallon paper yard waste bags. Community education is my job and priority. In that context, I will:

- Make myself available to you by offering to attend your next Ward meeting with examples of the bags (both full and empty) and a list of area vendors carrying this product;

- Place examples of the 32-gallon paper yard waste bags in the lobby of City Hall, in the foyer of the Mayor's Administrative Offices and in the service area of the Solid Waste and Recycling Division office;

- Make examples of the bags available at our educational area of Autumnfest activities, October 13th;

- Invite public access and community television stations to the compost site for a televised demonstration of how to use the bags and how they will be instrumental in expanding the efficient processing of yard waste into ready compost.

- Invite the Resourceful Bag and Tag vendor to participate in an America Recycles Day event at the Fayetteville Home Depot store on November 15th. This event will be sponsored by the 4 County Solid Waste District and will highlight recycled content products and feature displays from several recycled content manufacturers. There will be live music, radio remote broadcasts, and television coverage during this event as well.

As sustainable purchasing practices support our community-recycling program by creating a demand for the reclaimed materials, it is in our City's interest to support campaigns that create awareness about recycled-content products. I am in the process of creating a local inventory of merchants/retailers stocking recycled products in stores around the community and will run an ad in area newspapers on America Recycles Day November 15th to bring positive attention to their sustainable purchasing programs.

We will approach this transition as a pilot project, with assessment tools in place that help us measure movement in residential yard waste participation rates and any volume increases at the compost site. Hopefully, we will discover that both participation and volume increase!

In summary, although this ordinance is requiring a change in purchasing behavior, it has many positive ramifications. The national Gardening Purchasing Agent for Home Depot told me that they generally do not stock this product in communities where there is not an educational component in place. With the City's education and outreach commitment secured, vendors have indicated their willingness to make the product available and visible at end row point-of-purchase displays.

If you are informed, you will be able to help us educate your constituents. I sincerely hope that you will call upon me to help educate your constituents and/or answer any of your specific questions as they may arise. My direct phone number at the Solid Waste and Recycling Center is 444-3464 and I look forward to hearing from you at your earliest convenience.

Sincerely,

Melissa Terry
Sustainable Environment Educator

To: Mayor Dan Coody
Fayetteville City Council

From: Steve Hatfield Steve H.
Park Landscape Architect

Date: October 8th, 2001

Re: Arkansas Transportation Enhancement Program, Project Application

Background

The Arkansas State Highway and Transportation Department is accepting applications for the Arkansas Transportation Enhancement Program, federal fiscal year 2002, until Friday, October 26, 2001. Under this program the Sponsor, The City of Fayetteville, can receive an eighty percent (Federal) to twenty percent (Sponsor) match of federal funds for projects that are eligible under The Transportation Equity Act for the 21st Century (TEA-21). TEA-21 requires that the projects relate to surface transportation. Each Sponsor can only submit two applications and they must be prioritized. Eligible projects cost may range from $20,000 to $500,000 (16,000-$400,00 federal funds).

Current projects that are utilizing this program are Raven Multi-use Trail, Gulley Park Multi-use Trail Extension and the East Mud Creek Multi-use Trail.

Several projects pending for the City could benefit and be eligible for this program. The Sidewalk and Trails Committee has determined that their priority projects are # 1 West Mud Creek Multi-use Trail and #2 Miscellaneous Sidewalk improvements.

Current Status

A completed application is ready for West Mud Creek Multi-use Trail and is currently being routed for staff review. This project will be requesting the full amount allowed, $400,000 federal funds. The City's portion will come from funds already set aside for Trail and Greenway development.

A completed application is ready for the sidewalk improvements and is currently being routed for staff review. This project will be requesting the full amount allowed, $400,000 federal funds.

Recommendation

It is recommended that these two projects be forwarded to the Arkansas Transportation Enhancement Program. These two projects are important to the citizens of Fayetteville and will be improvements that reinforce The City of Fayetteville's continued commitment to alternative modes of transportation as well as quality of life.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
OCTOBER 16, 2001

A meeting of the Fayetteville City Council will be held on October 16, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **POLICE CARS:** A resolution accepting the State of Arkansas contract award ST-01-0194/a, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option "IO" and modifications to "radio"with authorization to purchase nine unites. The vendor for this purchase will be Landers Ford.

3. **PAGERS:** A resolution to allow expenditures of up to $25,000 for pagers for year 2001.

4. **CELL PHONES:** A resolution to allow expenditures of up to $25,000 for cell phones for year 2001.

5. **DDEP:** A resolution approving the contract for services between the City of Fayetteville and the Downtown Dickson Enhancement Project.

6. **ARKANSAS AIR MUSEUM:** A resolution approving a contract for services with the Arkansas Air Museum.

7. **JOYCE AND MUD CREEK TRAIL:** A resolution awarding the construction contract to General Contract (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction".

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

8. **CDBG:** A resolution approving a budget adjustment in the amount of $94,000 to reallocate the 2000 CDBG funds. The Department of Housing and Urban Development has approved the reallocation of these funds.

9. **T-21 FUNDING:** A resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway and Transportation Department.

10. **STEP GRANT:** A resolution accepting $37,000 continuation of the Arkansas State Highway and Transportation Department Selective Traffic Enforcement Program Grant.

B. OLD BUSINESS

1. **THUNDER VALLEY SPEEDWAY:** A resolution authorizing the City Attorney to file a suit, if necessary, against the owner of the land and the manager of the Thunder Valley Speedway as a public nuisance. The item was tabled at the October 2, 2001, meeting.

C. NEW BUSINESS

1. **AD 01-43:** Approval of an ordinance to update and revise the Flood Damage Prevention Code (Chapter 168 of the UDO) by adopting the Flood Hazard Study, Phase IV and amending Phase I, provided by the US Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.

2. **RZN 01-16:** An ordinance approving rezoning request RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby for property located at the southwest corner of Millennium Drive and Crossover. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.

3. **RZN 01-17:** An ordinance approving rezoning request RZ 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezone to R-2, Medium Density Residential.

4. **RZN 01-18:** An ordinance approving rezoning request RZ 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential.

5. **RZN 01-19.00:** An ordinance approving rezoning request RZ 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.

6. **REAL AND PERSONAL PROPERTY TAX RATE:** An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

7. **CAPITAL IMPROVEMENTS PROGRAM:** Council review and approval of 2002-2006 CIP.

8. **FBO AT DRAKE FIELD:** Review and approve items related to City of Fayetteville Fixed Based Operations at Drake Field. Bid acceptance and approval of contract with AVFUEL Corporation and approve a budget adjustment.

9. **FLOWAGE FEES:** An ordinance amending Section 91.16 of the Code of Fayetteville.

10. **BEKKA DEVELOPMENT:** A resolution authorizing the payment of the legal expenses of Bekka Development Corporation related to the Town Center in the amount of $472.50.

11. **OFFER AND ACCEPTANCE-HWY 45:** A resolution approving the offer and acceptance contract between the City of Fayetteville and Real Assets, Inc for the sale of 12.91 acres of land off Hwy 45 east of Crossover for a price of $305,001.01 less associated closing costs where applicable; and approval of a budget adjustment.

12. **OFFER AND ACCEPTANCE-RAILROAD R-O-W:** A resolution approving the offer and acceptance contract between the City of Fayetteville and the Arkansas and Missouri Railroad Company for the purchase of 6.58 acres of railroad right-of-way along the east side of Gregg Avenue from Poplar Street to the four lane south of the new bridge on Mud Creek for a price of $263,200. Approval includes purchase price and associated closing costs.

13. **FLEET OPERATIONS:** A resolution approving a budget adjustment increasing the maintenance budget for Fleet Operations.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
OCTOBER 16, 2001

A meeting of the Fayetteville City Council will be held on October 16, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

   $195,000

2. **POLICE CARS:** A resolution accepting the State of Arkansas contract award ST-01-0194/a, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option "IO" and modifications to "radio"with authorization to purchase nine unite. The vendor for this purchase will be Lnaders Ford.

3. **PAGERS:** A resolution to allow expenditures of up to $25,000 for pagers for year 2001.

4. **CELL PHONES:** A resolution to allow expenditures of up to $25,000 for cell phones for year 2001

5. **DDEP:** A resolution approving the contract for services between the City of Fayetteville and the Downtown Dickson Enhancement Project. #35,000 est.

   6 — Ark Air Museum

   8-131 funds 4 sec. Hwy 6 Ben Ster.

6. **JOYCE AND MUD CREEK TRAIL:** A resolution awarding the construction contract to General Contract (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail and Eastern Mud Creek Trail Construction".

   7. Ark St. Hwy - grant - police. - STEP. Grant.

B. OLD BUSINESS

C. NEW BUSINESS

1. **AD 01-43:** An ordinance adopting the Flood Hazard Study, Phase IV And amended Phase I, provided by the US Army of Corps of Engineers for use in managing floodplains within the City of Fayetteville as a supplement to the previously adopted Flod Damage Prevention Code (Chapter 153 of the UDO, adopted by ordinance #4011, January 7,1997).

2. **RZN 01-16:** An ordinance approving rezoning request RZ 01-16 for property located at the southwest corner of the Millennium Drive and Crossover (Hwy 265). The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone the property C-2, Thoroughfare Commercial.

3RZNS

3. **RZN 01-17:** An ordinance approving rezoning request RZ 01-17 for property located on the southeast corner of 15th Street and Beechwood Avenue and contains approximately 12.13 acres. The request is to rezone the property from I-1, Heavy Commercial/Light Industrial to R-2, ~~High~~ Medium Density Residential.

4. **RZN 01-18:** An ordinance approving rezoning request RZ 01-18 for property located on the Southwest corner of 15th Street and Beechwood Avenue and contains approximately 19.39 acres. The request is to rezone the property from I-1, Heavy Commercial/Light Industrial to R-2, Medium Density Residential.

MISSING RZN-01-19.-

5. **REAL AND PERSONAL PROPERTY TAX RATE:** An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Funds. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

6. **CAPITAL IMPROVEMENTS PROGRAM:** Council review and approval of 2002-2006 CIP.

7. **FBO AT DRAKE FIELD:** Review and approve items related to City of Fayetteville Fixed Based Operations at Drake Field. Bid acceptance and approval of contract with AVFUEL Corporation and approve a budget adjustment.

8. **TITLE 9:** An ordinance amending the City of Fayetteville Code of Ordinance: Title 9. Section 91.16. - Flowage fees -

CDBG - SEE HUGE

? PROPERTY - ACCEPTANCE → HUGE OR Beacker
SALE.

SAGE HOUSE — See Huge

Budget adj - fleet - increase contract services.

DRAFT

RESOLUTION NO. ______

A RESOLUTION ACCEPTING THE STATE OF ARKANSAS CONTRACT AWARD ST-01-0194A, ITEM #7, AND AUTHORIZING THE PURCHASE OF NINE (9) 2002 FORD CROWN VICTORIA POLICE INTERCEPTOR SEDANS AT A COST OF ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED THIRTY ONE DOLLARS ($195,231.00).

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

Section 1. That the City Council hereby accepts the State Of Arkansas contract award ST-01-0194A, Item #7, and authorizes the purchase of nine (9) 2002 Ford Crown Victoria police interceptor sedans at a cost of One Hundred Ninety-Five Thousand Two Hundred Thirty One Dollars ($195,231.00).

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) FOR ELECTRONIC PAGER SERVICE FOR THE YEAR 2001.

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

Section 1. That the City Council hereby approves the expenditure of an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00) for electronic pager service for the year 2001.

PASSED AND APPROVED this _____ day of _________, 2001.

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ___________________________
Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) FOR CELLULAR TELEPHONE SERVICE FOR THE YEAR 2001.

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

Section 1. That the City Council hereby approves the expenditure of an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00) for cellular telephone service for the year 2001.

PASSED AND APPROVED this _____ day of _________, 2001.

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ___________________________
Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. ______

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND THE DOWNTOWN DICKSON ENHANCEMENT PROJECT (DDEP) IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) TO PROVIDE PLANNING, DESIGN, AND ECONOMIC DEVELOPMENT SERVICES FOR THE DESCRIBED AREA.

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

Section 1. That the City Council hereby approves a contract between the City of Fayetteville and the Downtown Dickson Enhancement Project (DDEP) in the amount of Thirty-Five Thousand Dollars ($35,000.00) to provide planning, design, and economic development services for the described area. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That the City Council authorizes the Mayor to sign said agreement with the Downtown Dickson Enhancement Project.

PASSED AND APPROVED this ______ day of ___________, 2001.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND THE ARKANSAS AIR MUSEUM IN THE AMOUNT OF SEVEN THOUSAND DOLLARS ($7,000.00) TO OPERATE AND MAINTAIN HISTORIC DISPLAYS PORTRAYING THE EARLY YEARS OF AVIATION AT FAYETTEVILLE'S DRAKE FIELD.

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

Section 1. That the City Council hereby approves a contract between the City of Fayetteville and the Arkansas Air Museum in the amount of Seven Thousand Dollars ($7,000.00) to operate and maintain historic displays portraying the early years of aviation at Fayetteville's Drake Field. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That the City Council authorizes the Mayor to sign said agreement with the Arkansas Air Museum.

PASSED AND APPROVED this ______ day of ___________, 2001.

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ___________________________
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JERRY D. SWEETSER, INC. IN THE AMOUNT OF THREE HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND SIXTY-EIGHT CENTS ($358,996.68) TO BUILD THE JOYCE BOULEVARD AND EASTERN MUD CREEK MULTI-USE TRAILS; AN ADDITIONAL FIVE THOUSAND DOLLARS ($5,000.00) FOR MATERIALS TESTING; AND APPROVING A FIFTEEN PERCENT (15%) PROJECT CONTINGENCY OF FIFTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS ($53,849.50).

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

Section 1. That the City Council hereby awards a construction contract to Jerry D. Sweetser, Inc. in the amount of Three Hundred Fifty-Eight Thousand Nine Hundred Ninety-Six Dollars And Sixty-Eight Cents ($358,996.68) to build the Joyce Boulevard and Eastern Mud Creek Multi-Use Trails and an additional Five Thousand Dollars ($5,000.00) for materials testing.

Section 2. That the City Council hereby approves a Fifteen Percent (15%) project contingency of Fifty-Three Thousand Eight Hundred Forty-Nine Dollars And Fifty Cents ($53,849.50).

Section 3. That the City Council hereby authorizes the Mayor to sign such a contract with Jerry D. Sweetser, Inc.

PASSED AND APPROVED this _____ day of ________________, 2001.

APPROVED:

By: ________________________
DAN COODY, Mayor

ATTEST:

By: ________________________
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. ______

A RESOLUTION APPROVING A BUDGET ADJUSTMENT FOR THE COMMUNITY DEVELOPMENT DIVISION REALLOCATING NINETY-FOUR THOUSAND DOLLARS ($94,000.00) OF UNUSED YEAR 2000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPROVE PLAYGROUNDS AND EQUIPMENT AT WALKER PARK AND TO PROVIDE HOUSING REHABILITATION SERVICES IN THE CBDG TARGET AREA.

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

Section 1. That the City Council hereby approves a budget adjustment for the Community Development Division reallocating Ninety-Four Thousand Dollars ($94,000.00) of unused year 2000 Community Development Block Grant (CDBG) funds to improve playgrounds and equipment at Walker Park and to provide housing rehabilitation services in the CBDG target area.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By: __________________________
DAN COODY, Mayor

ATTEST:

By: __________________________
Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE FAYETTEVILLE PARKS AND RECREATION AND SIDEWALK AND TRAILS DIVISIONS TO APPLY FOR A TEA-21 GRANT FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR ADDITIONAL FUNDING FOR THE MUD CREEK WEST MULTI-USE TRAIL OR ADDITIONAL SIDEWALK PROJECTS.

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

Section 1. That the City Council hereby authorizes the Fayetteville Parks and Recreation and Sidewalk and Trails Divisions to apply for a Tea-21 Grant from the Arkansas Highway And Transportation Department for additional funding for the Mud Creek West Multi-Use Trail or additional sidewalk projects.

PASSED AND APPROVED this ______ day of ________________________, 2001.

APPROVED:

By: ____________________________

DAN COODY, Mayor

ATTEST:

By: ____________________________

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. ______

A RESOLUTION ACCEPTING A CONTINUATION OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT (STEP) IN THE AMOUNT OF THIRTY-SEVEN THOUSAND DOLLARS ($37,000.00) FOR THE PURPOSE OF PAYING OVERTIME TO OFFICERS ENGAGED IN DWI/DUI ENFORCEMENT.

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

Section 1. That the City Council hereby accepts a continuation of the Selective Traffic Enforcement Program Grant (STEP) in the amount of Thirty-Seven Thousand Dollars ($37,000.00) for the purpose of paying overtime to officers engaged in DWI/DUI enforcement.

PASSED AND APPROVED this _____ day of __________________________, 2001.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH AVFUEL CORPORATION TO PURCHASE FUEL AND SERVICES TO BE USED AT THE FAYETTEVILLE CITY AIRPORT (DRAKE FIELD) AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $68,841.00 TO PURCHASE AVIATION FUEL WHICH WOULD BE OFFSET BY SALES OF THIS FUEL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby agrees to a contract with AVFUEL Corporation to purchase fuel and services to be used at the Fayetteville City Airport (Drake Field) and authorizes Mayor Dan Coody to execute said contract.

Section 2. That the City Council of the City of Fayetteville, Arkansas agrees to a budget adjustment of $68,841.00 to pay for the purchase of aviation fuel and services from AVFUEL Corporation, which fuel shall be resold by the City acting as the Fixed Base Operator of Drake Field.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ____________________

DAN COODY, Mayor

ATTEST:

By: ____________________

Heather Woodruff, City Clerk

RESOLUTION NO. ______

DRAFT

A RESOLUTION AUTHORIZING PAYMENT OF THE REASONABLE LEGAL EXPENSES OF BEKKA DEVELOPMENT CORPORATION RELATED TO THE APPEAL OF THE TOWN CENTER SUIT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes payment of the reasonable legal expenses of Bekka Development Corporation related to the appeal of the Town Center to the Arkansas Supreme Court.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

DRAFT

ORDINANCE NO. _______

A ORDINANCE AMENDING CHAPTER 168: FLOOD DAMAGE PREVENTION CODE, OF THE CODE OF FAYETTEVILLE, TO ADOPT PHASE IV AND REVISED PHASE I FLOOD HAZARD STUDY PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR USE IN THE MANAGEMENT OF FLOODPLAINS WITHIN THE CITY OF FAYETTEVILLE.

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

Section 1. That Chapter 168: Flood Damage Prevention Code, of the Code of Fayetteville, is hereby amended by inserting the following:

> **D.** The Flood Hazard Study Phase IV, and Revised Flood Hazard Study Phase I, provided by the U.S. Army Corps of Engineers, are hereby adopted by reference and made a part hereof as if set out fully herein. Three copies of said studies shall be maintained in the office of the City Clerk.

PASSED AND APPROVED this 16th day of October, 2001

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

ORDINANCE NO. _____

DRAFT

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-16.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.70 ACRES FOR PROPERTY LOCATED AT THE SW CORNER OF MILLENNIUM DRIVE AND CROSSOVER (HWY 265), FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY RONNIE BALL ON BEHALF OF WILLIAM LAZENBY.

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

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

From C-1, Neighborhood Commercial to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

By:____________________

DAN COODY, Mayor

ATTEST:

By: ________________________

Heather Woodruff, City Clerk

DRAFT

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-17.00 FOR A PARCEL CONTAINING APPROXIMATELY 12.13 ACRES FOR PROPERTY LOCATED ON THE SE CORNER OF 15TH STREET AND BEECHWOOD AVENUE, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/Light Industrial to R-2, Medium Density Residential in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this 16th day of October, 2001.

APPROVED:

By:____________________

DAN COODY, Mayor

ATTEST:

By: ________________________

Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-17.00

A PART OF THE NW1/4 OF THE SE 1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE N.E. CORNER OF THE NW 1/4 OFTHE SE 1/4 OF SAID SECTION 20, THENCE N87°13'22"W 889.34 FET, AND THENCE S2°48'00"W 47.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE FOR 15TH STREET; THENCE S2°48'00" 950.22 FEET; THENCE S87°12'00"E 262.06 FEET TO THE CENTER LINE OF A DITCH; THENCE ALONG SAID CENTER LINE S30°46'23" W 43.82 FEET; THENCE S42°18'32" W 60.19 FEET; THENCE S3°00'17"W 234.86 FEET TO A POINT ON THE NORTH LINE OF MEADPOW VALE SUBDIVISION; THENCE ALONG THE NORTH LINE OF MEADOW VALE DUBDIVISION N87°09'34"W 220.24 FEET TO THE NW CORNER OF SAID SUBDIVISION; THENCE ALONG THE EAST RIGHT-OF-WAY OF ASHWOOD AVENUE N3°26'28"E 20.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY OF 18TH STREET N87°33'13"W 354.43 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 16 BYPASS N2° 11'12" E 1002.74 FEET; THENCE NORTHEASTERLY ALONG A 246.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 389.10 FEET; THENCE S 87°22'48"E 137.06 FEET TO THE POINT OF BEGINNING, CONTAINING 12.13 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-18.00 FOR A PARCEL CONTAINING APPROXIMATELY 19.39 ACRES FOR PROPERTY LOCATED ON THE SW CORNER OF 15TH STREET AND BEECHWOOD AVENUE, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/Light Industrial to R-2, Medium Density Residential in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this 16th day of October, 2001.

APPROVED:

By:____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-18.00

THE EAST HALF OF THE NE1/4 OF THE SW 1/4, OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; LESS AND EXCEPT THAT PART CONTAINED WITHIN THE STREET RIGHTS-OF-WAY LONG THE EAST SIDE AND SOUTH SIDE THEREOF, CONTAINING 19.39 ACRES, MORE OR LESS.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-19.00 FOR A PARCEL CONTAINING APPROXIMATELY 9.86 ACRES FOR PROPERTY LOCATED SOUTH OF 15TH STREET BETWEEN BEECHWOOD AVENUE AND RAZORBACK ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY BILL MCCLARD OF LINDSEY & ASSOCIATES ON BEHALF OF CYNTHIA BEARD AND WILLIAM M. CENTER, III.

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

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

From I-1, Heavy Commercial/ Light Industrial to C-2, Thoroughfare Commercial in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this 16th day of October, 2001.

APPROVED:

By:______________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-19.00

A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 20, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE N.E. CORNER OF THE NW1/4 OF THE SE 1/4 OF SAID SECTION 20, THENCE N87°13'22"W 464.78 FEET AND THENCE S 2°46'38"W 75.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY FOR 15TH STREET IN THE CENTER LINE OF A DITCH; THENCE ALONG THE CENTER LINE OF SAID DITCH AS FOLLOWS: S13°52'53" W 157.39 FEET; THENCE S 17°38'29"E 138.54 FEET; THENCE S 64°04'53"E 36.47 FEET; THENCE S 0°11'38" E 193.83 FEET; THENCE S 14°47'06" E 194.03 FEET; THENCE S3°55'33" E 65.27 FEET; THENCE S27°50'25"E 48.42 FEET; THENCE S18°21'12" W 46.69 FEET; THENCE S 88°23'47"W 147.72 FEET; THENCE N26°42'27" W 82.42 FEET; THENCE N87°11'07"W 47.00 FEET; THENCE S43°05'33" W 42.72 FEET; THENCE S4°20'41"E 36.68 FEET; THENCE S30°46'23"W 95.54 FEET; THENCE LEAVING SAID DITCH CENTER LINE N87°12'00"W 262.06 FEET; THENCE N2°48'00"E 950.22 FEET TO THE SOUTH RIGHT-OF-WAY FOR 15TH STREET; THENCE ALONG SAID RIGHT-OF-WAY S 87°22'48"E 327.44 FEET; THENCE S2°37'12"W 30.00 FEET; THENCE S87°22'48" E 97.06 FEET TO THE POINT OF BEGINNING, CONTAINING 9.86 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

ORDINANCE NO. ______

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2001 FIXING THE RATE THEREOF AT 0.4 MILS FOR THE FIREMEN'S PENSION AND RELIEF FUND AND 0.4 MILS FOR THE POLICEMEN'S PENSION AND RELIEF FUND; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

DRAFT

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

Section 1. That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2001, to be collected in 2002, for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose		Levy
Policemen's Pension Fund		0.4 mils
Firemen's Pension Fund		0.4 mils
	TOTAL	0.8 mils

Section 2. That the real and personal property tax so levied and the rates provided therefore are hereby certified to the Clerk of Washington County, Arkansas, to be placed in the tax book by the County Clerk and collected in the same manner that the county and school district taxes are collected.

Section 3. The City Clerk is hereby authorized and directed to file certified copies of this ordinance in the office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas.

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

APPROVED:

By: __________________________
DAN COODY, Mayor

ATTEST:

By: __________________________
Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. ______

A RESOLUTION TO APPROVE THE FIVE YEAR (2002-2006) CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY OF FAYETTEVILLE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the 2002-2006 Capital Improvements Program as stated in the final document attached as Exhibit A. The 2002-2006 Capital Improvements Program is a guide and recommended list of capital improvements and projects that are likely to be funded by future city budgets.

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

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

DRAFT

ORDINANCE NO. ______

AN ORDINANCE AMENDING §91.16 OF THE CODE OF FAYETTEVILLE, ARKANSAS BY REMOVING THAT SECTION'S FLOWAGE FEE REQUIREMENT FOR AVIATION GAS DELIVERED AND SOLD AT DRAKE FIELD WHEN THE CITY OF FAYETTEVILLE IS ACTING AS THE FIXED BASE OPERATOR AND FURNISHING FUEL TO AVIATION CONSUMERS

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

Section 1. That §91.16 (A) shall be amended by adding the following language after: Fuel suppliers - Any person

"business entity, or organization, other than the City of Fayetteville,"

Section 2. That §91.16 (B) shall be amended by adding the following language after: Petroleum product distributors. Any petroleum product distributor supplying aviation or automotive fuel

"to any person, business entity or organization other than the City of Fayetteville."

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

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ___________________________
Heather Woodruff, City Clerk

RESOLUTION NO. ______

A RESOLUTION TO APPROVE AN OFFER AND ACCEPTANCE CONTRACT TO SELL APPROXIMATELY 12.91 ACRES OF CITY OWNED LAND TO SCOTT D. TANNER AND MARK A. BREWER FOR $305,001.01

DRAFT

WHEREAS, the City of Fayetteville, Arkansas does not need the 12.91 acres of city owned land described in Exhibit "A" to the Offer and Acceptance Contract signed by Mark A. Brewer and Scott D. Tanner for corporate purposes so that it is in the best interests of the City and citizens of Fayetteville to sell this land; and

WHEREAS, the City had this land fairly appraised for $260,000.00, and then advertised this land to the public for sale by sealed bid; and

WHEREAS, the highest sealed bid received during the time allowed from Scott D. Tanner and Mark A. Brewer in the amount of $305,001.01.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts and approves of the offer to purchase said 12.91 acres of city land as described in Exhibit A to the contract for the $305,001.01 tendered by Mark A. Brewer and Scott D. Tanner and authorizes the Mayor to execute the deed and all other necessary documents to complete this sale of city real estate.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ______________________

DAN COODY, Mayor

ATTEST:

By: ______________________

Heather Woodruff, City Clerk

RESOLUTION NO. ______

DRAFT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING $305,001.01 IN REVENUE FROM THE SALE OF CITY LAND AND MOVING THE REMAINING BUDGET OF THE GARLAND AVENUE WATER AND SEWER IMPROVEMENTS CAPITOL PROJECT TO THE WATER AND SEWER FUND

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Budget Adjustment attached as Exhibit A which recognizes receipt of $305,001.01 in revenue from the sale of city real estate and moves $119,407 from the Garland Avenue Water and Sewer Improvement capital project to the Water and Sewer Fund.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ______________________

DAN COODY, Mayor

ATTEST:

By: ______________________

Heather Woodruff, City Clerk

RESOLUTION NO. ______

DRAFT

A RESOLUTION TO APPROVE AN OFFER AND ACCEPTANCE CONTRACT FOR THE CITY'S PURCHASE OF APPROXIMATELY 6.145 ACRES FROM THE ARKANSAS AND MISSOURI RAILROAD COMPANY TO ASSIST IN THE EXPANSION OF GREGG AVENUE INTO A FOUR LAND AVENUE FROM TOWNSHIP TO VAN ASCHE

WHEREAS, the City Council has determined it is vital to enlarge Gregg Avenue from Township north to the new Washington Regional Medical Center and the businesses on Millsap and toward the Northwest Arkansas Mall, and;

WHEREAS, the City of Fayetteville needs to obtain right of way to move utilities and allow expansion of Gregg Avenue in partnership with the Arkansas Highway Commission's plan to enlarge Gregg Avenue from Township Avenue north toward the I-540 Bypass; and

WHEREAS, it will save the City substantial funds to obtain most of the right of way through the purchase of this right of way on the West side of Gregg Avenue from the Arkansas and Missouri railroad.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Offer and Acceptance Contract to purchase approximately 6.145 acres from the Arkansas and Missouri Railroad Company for $263,200.00 and authorizes the Mayor to execute said contract and any additional documents necessary to fulfill this purchase.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ________________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

RESOLUTION NO. ______

DRAFT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO TRANSFER FUNDS FROM CONSTRUCTION AND POLICE EQUIPMENT PURCHASES TO MAINTENANCE AND CONTRACT SERVICES NEEDED FOR FLEET OPERATIONS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Budget Adjustment attached as Exhibit A.

PASSED and **APPROVED** this the 16th day of October, 2001.

APPROVED:

By: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
Heather Woodruff, City Clerk

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

DATE: **October 17, 2001**

RE: **Passed Ordinances and Resolutions from City Council meeting of October 16, 2001**

The following Ordinances and Resolutions were passed at the last City Council meeting.

Enclosed are:

1. **Police Cars**: Resolution accepting contract award to purchase nine units
2. **Pagers**: Resolution to allow expenditures
3. **Cell Phones**: Resolution to allow expenditures
4. **DDEP**: Resolution approving contract w/DDEP
5. **Arkansas Air Museum**: Resolution approving contract for services
6. **Joyce & Mud Creek Trail**: Resolution awarding construction contract

7. **CDBG**: Resolution approving budget adjustment of $94,000.00

8. **T-21 Funding**: Resolution authorizing submission of a grant application

9. **Step Grant**: Resolution accepting $37,000 continuation of AHTD Selective Traffic Enforcement Program Grant

10. **FBO at Drake Field**: Resolution to accept bid and approval of contract w/AVFUEL and budget adjustment

11. **BEKKA Development**: Resolution authorizing payment of legal expenses

12. **Thunder Valley Speedway**: Resolution authorizing suit, if necessary against owner

ORD. 4342 13. **AD 01.43**: Approval of Ordinance to update & revise Chapter 168 of UDO

ORD. 4343 14. **Flowage Fees**: Ordinance amending §91.16 of the Code of Fayetteville

15. **Fleet Operations**: Resolution approving budget adjustment by increasing maintenance budget

16. **Rejection of Offer to Sell:** Resolution rejecting an offer and acceptance to sell about 13 acres of city land to Mark A. Brewer & Scott Tanner.

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
OCTOBER 16, 2001

A meeting of the Fayetteville City Council will be held on October 16, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street.

A. CONSENT

1.APPROVAL OF THE MINUTES
2.POLICE CARS: A resolution accepting the State of Arkansas contract award ST-01-0194/, Item #7, 2002 Ford Crown Victoria Police Interceptor Sedan including Option"IO" and modifications to "radio" with authorization to purchase nine units. The vendor for this purchase will be Landers Ford.
3.PAGER: A resolution to allow expenditures of up to $25,000 for pagers for year 2001.
4.CELL PHONES: A resolution to allow expenditures of up to $25,000 for cell phones for year 2001.
5.DDEP: A resolution approving the contract of service between the City of Fayetteville and the Downtown Dickson Enhancement Project.
6.ARKANSAS AIR MUSEUM: A resolution approving a contract for services with the Arkansas Air Museum.
7.JOYCE AND MUD CREEK TRAIL: A resolution awarding the construction contract to General Contract (contingent upon receiving written approval from AHTD), and approve funding for project contingency and material testing for the projects entitled "Joyce Boulevard Trail and Eastern Mud Greek Trail Construction".
8.CDBG: A resolution approving a budget adjustment in the amount of $94,000 to reallocate the 2000 CDBG funds. The Department of Housing and Urban Development has approved the reallocation of these funds.
9.T-21 FUNDING: A resolution authorizing the submission of a grant application for T-21 funding to the Arkansas Highway and Transportation Department.
10.STEP GRANT: A resolution accepting $37,000 continuation of the Arkansas State Highway and Transportation Department Selective Traffic Enforcement Program Grant.
11.FBO AT DRAKE FIELD: Review and approve items related to City of Fayetteville Fixed Based Operations at Drake Field. Bid acceptance and approval of contract with AVFUEL Corporation and approve a budget adjustment.
12.BEKKA DEVELOPMENT: A resolution authorizing the payment of the legal expenses of Bekka Development Corporation related to the Town Center in the amount of $472.50.

B. OLD BUSINESS

1.THUNDER VALLEY SPEEDWAY: A resolution authorizing the City Attorney to file a suit, if necessary, against the owner of the land and the manager of the Thunder Valley Speedway as a public nuisance. The item was tabled at the October 2, 2001, meeting.

C. NEW BUSINESS

1. AD 01-43: Approval of an ordinance to update and revise the Flood Damage Prevention Code (Chapter 168 of the UDO) by adopting the Flood Hazard Study, Phase IV and amending Phase I, provided by the US Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.
2.RZN 01-16: An ordinance approving rezoning request RZN 01-16.00 as submitted by Ronnie Ball on behalf of William Lazenby of property located at the southwest corner of Millennium Drive and Crossover. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.70 acres. The request is to rezone to C-2, Thoroughfare Commercial.
3.RZN 01-17: An ordinance approving rezoning request RZN 01-17.00 as submitted by Cynthia Beard and Williams M. Center for property located on the southeast corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 12.13 acres. The request is rezoned to R-2, Medium Density Residential.
4.RZN 01-18: An ordinance approving rezoning request RZN 01-18.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located on the Southwest corner of 15th Street and Beechwood Avenue. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 19.39 acres. The request is to rezone to R-2, Medium Density Residential.
5.RZN 01-19.00: An ordinance approving rezoning request RZN 01-19.00 as submitted by Bill McClard of Lindsey and Associates on behalf of Cynthia Beard and William M. Center for property located south of 15th Street between Beechwood Avenue and Razorback Road. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.86 acres. The request is to rezone to C-2, Thoroughfare Commercial.
6.REAL AND PERSONAL PROPERTY TAX RATE: An ordinance adopting the real and personal property tax rates for 2001 for Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The rate to be adopted is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.
7.CAPITAL IMPROVEMENTS PROGRAM:Council review and approval of 2002-2006 CIP.
8.FLOWAGE FEES: An ordinance amending Section 91.16 of the Code of Fayetteville.
9.OFFER AND ACCEPTANCE HWY 45: A resolution approving the offer and acceptance contract between the City of Fayetteville and Real Assets, Inc. for the sale of 12.91 acres of land off Hwy 45 east of Crossover for a price of $305,001.01 less associated closing costs where applicable; and approval of a budget adjustment.
10.OFFER AND ACCEPTANCE-RAILROAD R-O-W: A resolution approving the offer and acceptance contract between the City of Fayetteville and the Arkansas and Missouri Railroad Company for the purchase of 6.58 acres of railroad right-of-way along the east side of railroad right-of-way and the west side of Gregg Avenue from Poplar Street to the four lane south of the new bridge on Mud Creek for a price of $263,200. Approval includes purchase price and associated closing costs.
11.FLEET OPERATIONS: A resolution approving a budget adjustment increasing the maintenance budget for Fleet Operations.