FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **MOTOROLA INC.:** A resolution awarding a contact to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters, and contingency of $10,000 to complete Phase I.

3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

4. **ADM 01-42.00:** A resolution amending the Planning Area Boundary.

5. **AIRPORT DRAINAGE:** A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinoni Construction in the amount of $41,022.14.

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00, and 01-19.00 were tabled at the November 6, 2001 meeting. The applicant has requested that these items not be heard at the November 20, 2001 meeting, but be brought up at the December 4, 2001 meeting.

C. NEW BUSINESS

1. **PUBLIC STREETS:** An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

3. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

4. **RAZE AND REMOVAL:** An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

5. **SALE OF MUNICIPALLY OWNED REAL PROPERTY:** An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

6. **ARCTIC OIL DRILLING:** A resolution opposing arctic oil drilling.

7. **SOLID WASTE:** Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

NOMINATING COMMITTEE REPORT

ENVIRONMENTAL CONCERNS COMMITTEE

Richard L. McMullen-One unexpired Local Industry term ending 06/30/02
Adrienne Pilmanis-One unexpired Science Discipline term ending 06/30/02
Karen McSpadden Faupel-One unexpired Community/Citizen-at-Large term ending 06/30/02

PARKS AND RECREATION ADVISORY BOARD

Craig T. Mauritson-One two-year term ending 12/31/03
Michael E. Hill-One two-year term ending 12/31/03
Trey Marley-One two-year term ending 12/31/03
Kristin Pawlik-Holmes-One two-year term ending 12/31/03

SIDEWALK AND TRAILS ADVISORY COMMITTEE

Richard C. Covey-One two-year Community/Citizen-at-Large term ending 12/31/03
Kay Curry-Troutman-One two-year Community/Citizen-at-Large term ending 12/31/03
Ken Eastin-One two-year Community/Citizen-at-Large term ending 12/31/03
Laura Kelly-One two-year Community/Citizen-at-Large term ending 12/31/03
Seajay Crosson-One two-year Community/Citizen-at-Large term ending 12/31/03

TREE AND LANDSCAPE COMMITTEE

Bill Dollar-One two-year Business term ending 12/31/03
Janice C. Ryan-One two-year Service Organization term ending 12/31/03
Melissa Evans-One two-year Landscape Development term ending 12/31/03
David Hensley-One two-year University Representative term ending 12/31/03
Carl M. Thomas, Jr.-One two-year Utility Representative term ending 12/31/03
J. S. Candy Clark-One unexpired Community/Citizen-at-Large term ending 12/31/02

YOUTH ADVOCACY COMMITTEE

Ila Campbell-One full two-year Teacher position term ending 05/31/04
Sarah Leflar-One full two-year Parent position term ending 05/31/04
Elizabeth Echols-One full one-year Student position term ending 05/31/03

City Council November 20, 2001

	Rocc		Rocc.		K.S. B7. Nominating committee. 2.C.
Davis			✓		✓
Santos			✓		✓
Jordan			✓		✓
Reynolds			✓		✓
Thiel			✓		✓
Young			✓		✓
Zurcher			✓		✓
Trumbo			✓		✓
Coody			✓		

Consent	BD RZ.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Trumbo	✓				
Coody					

City Council November 20, 2001

PUBLIC STREETS	BD LJ. 2ND	LJ TX 3RD	PASS		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Coody					

ANX 01-4.00					
Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Zurcher					
Trumbo					
Coody					

LJ M
TT 1ST

City Council November 20, 2001

RZN 01-22.00					
Davis					
Santos					
Jordan					
Reynolds	Left on 1st.				
Thiel					
Young					
Zurcher					
Trumbo					
Coody					

Sale of Road Munnyh property	RZ L.J. refer to ORD Review committee.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Zurcher	✓				
Trumbo	✓				
Coody					

Schedule ORD REVIEW agenda following session next Tuesday - Cyrus admin

NOV 27.

City Council November 20, 2001

Auction oil Drilling	ICS KE				
Davis	N				
Santos	✓				
Jordan	✓				
Reynolds	N				
Thiel	N				
Young	✓				
Zurcher	✓				
Trumbo	N				
Coody	abstain				

HIRING FREEZE

	Suspend Rules. CY LJ.	amendmt. KS. CY. W/O C.C. approval.	to approve. BD ICS.		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Zurcher	✓	✓	✓		
Trumbo	✓	✓	✓		
Coody					

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

PASS

NOMINATING COMMITTEE REPORT -

A. CONSENT

PASS

1. **APPROVAL OF THE MINUTES** -

153-01

2. **MOTOROLA INC.:** A resolution awarding a contact to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters, and contingency of $10,000 to complete Phase I.

154-01

3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements. (Look for new letter.) from Webber.

Removed from agenda Dec 4.

4. ~~**ADM 01-42.00:** A resolution amending the Planning Area Boundary.~~

155-01

5. **AIRPORT DRAINAGE:** A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinoni Construction in the amount of $41,022.14.

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00, and 01-19.00 were tabled at the November 6, 2001 meeting. The applicant has requested that these items not be heard at the November 20, 2001 meeting, but be brought up at the December 4, 2001 meeting.

C. NEW BUSINESS

PASS ORD 4350

1. PUBLIC STREETS: An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

Left on 1st reading

2. ANX 01-4.00: An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

Left on 1st reading

3. RZN 01-22.00: An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

REMOVE from agenda

~~4.~~ RAZE AND REMOVAL: An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

Refer to ORD Review Comm.

5. SALE OF MUNICIPALLY OWNED REAL PROPERTY: An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

(TAKE EXTRA HANDOUTS Revised Staff proposal.)

FAILED 4-4-1

6. ARCTIC OIL DRILLING: A resolution opposing arctic oil drilling.

7. SOLID WASTE: Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

approved

HIRING FREEZE — TRENT. approved as amended. Resolution.

Meeting adjourned at: 8:45

Ward 1 - Ward 4 6:00

NOMINATING COMMITTEE REPORT

ENVIRONMENTAL CONCERNS COMMITTEE

Richard L. McMullen-One unexpired Local Industry term ending 06/30/02
Adrienne Pilmanis-One unexpired Science Discipline term ending 06/30/02
Karen McSpadden Faupel-One unexpired Community/Citizen-at-Large term ending 06/30/02

PARKS AND RECREATION ADVISORY BOARD

Craig T. Mauritson-One two-year term ending 12/31/03
Michael E. Hill-One two-year term ending 12/31/03
Trey Marley-One two-year term ending 12/31/03
Kristin Pawlik-Holmes-One two-year term ending 12/31/03

SIDEWALK AND TRAILS ADVISORY COMMITTEE

Richard C. Covey-One two-year Community/Citizen-at-Large term ending 12/31/03
Kay Curry-Troutman-One two-year Community/Citizen-at-Large term ending 12/31/03
Ken Eastin-One two-year Community/Citizen-at-Large term ending 12/31/03
Laura Kelly-One two-year Community/Citizen-at-Large term ending 12/31/03
Seajay Crosson-One two-year Community/Citizen-at-Large term ending 12/31/03

TREE AND LANDSCAPE COMMITTEE

Bill Dollar-One two-year Business term ending 12/31/03
Janice C. Ryan-One two-year Service Organization term ending 12/31/03
Melissa Evans-One two-year Landscape Development term ending 12/31/03
David Hensley-One two-year University Representative term ending 12/31/03
Carl M. Thomas, Jr.-One two-year Utility Representative term ending 12/31/03
J. S. Candy Clark-One unexpired Community/Citizen-at-Large term ending 12/31/02

YOUTH ADVOCACY COMMITTEE

Ila Campbell-One full two-year Teacher position term ending 05/31/04
Sarah Leflar-One full two-year Parent position term ending 05/31/04
Elizabeth Echols-One full one-year Student position term ending 05/31/03

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

Passed **NOMINATING COMMITTEE REPORT**

Passed **A. CONSENT**

1. APPROVAL OF THE MINUTES

Res. 153-01 2. **MOTOROLA INC.:** A resolution awarding a contact to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters, and contingency of $10,000 to complete Phase I.

Res. 154-01 3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

Removed from agenda until Dec. 4th C.C. Mtg. 4. **ADM 01-42.00:** A resolution amending the Planning Area Boundary.

Res. 155-01 5. **AIRPORT DRAINAGE:** A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinoni Construction in the amount of $41,022.14.

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00, and 01-19.00 were tabled at the November 6, 2001 meeting. The applicant has requested that these items not be heard at the November 20, 2001 meeting, but be brought up at the December 4, 2001 meeting.

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

C. NEW BUSINESS

ORD. 4350 1. **PUBLIC STREETS:** An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

Left on First Reading 2. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

Left on First Reading 3. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

Removed from Agenda 4. **RAZE AND REMOVAL:** An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

Referred to Ordinance Review Com. 5. **SALE OF MUNICIPALLY-OWNED REAL PROPERTY:** An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

Failed 4-4-1 6. **ARCTIC OIL DRILLING:** A resolution opposing arctic oil drilling.

7. **SOLID WASTE:** Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

RES. 156-01 [City Employee FREEZE] Resolution to freeze number of City employees until City can get budget balanced

MINUTES OF A MEETING OF THE CITY COUNCIL OCTOBER 16, 2001

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

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

CONSENT

APPROVAL OF THE MINUTES

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.

RESOLUTION 135-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 136-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 137-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 138-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 139-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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".

RESOLUTION 140-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 141-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 142-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 143-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 147-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 144-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

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.

Mr. Williams stated he had spoken with the owner of Thunder Valley Speedway. He had gone to the owner's office in Springdale. The owner was willing to close the raceway at midnight on Saturday night and eleven o'clock through the week, on a weekday night. He would not limit the number of races per night that he would run there. That was the best offer that he would make to them. He pointed out that when Brenda had came to him with complaints from her constituents, they looked at the situation and she had showed him a previous permanent injunction that had been issued to the pervious owners of this raceway, back in 1972, by Judge Butt. They had been enjoined as a nuisance. He had followed up and did some research and wrote her back on July 23, that he had found another case that had stipulated that a motorcycle race track was in fact a nuisance and had been enjoined. Since then, his assistant and I have done a lot of research in this area. They had found an unreported case where a speedway by Jonesboro was permanently enjoined, including any successors or assigns. In other words, this land would never be able to be used as a speedway in that particular case. What did concern him and David was that they had not been able to find a case involving a municipality suing someone for a public nuisance, outside city limits. Fayetteville had been party to the Bakery Feeds. That case had been settled. Bakery Feeds had been within the city limits. Back when he was on City Council they had also found River City was a nuisance and they were closed down. They had not found a case involving a municipality suing someone that was outside the city as a public nuisance. That did not mean that they could not do that. He wanted to warn them that the first hurdle that they had to get past, in front of a chancellor, was that the city had proper standing, that they had the right to institute this suit. Any property owner nearby that is adversely affected by the race track owner can sue the race track owner as a public nuisance. That was what happened in 1972 and all the other cases which had been cited to them. His argument to the judge would be that he also had a right to represent the citizens which were being injured and file suit. He was not sure what the judge was going to say. He thought that they should know that at the beginning of the discussion that there was some chance that the judge might say they did not have standing. He thought, based on the facts and merits, that they had a very strong case. Many people were being adversely affected by the operation of this racetrack. They had a previous injunction where the racetrack was supposed to be closed by ten p.m.

Alderman Young stated he had two questions about this and that was one of them. The other question that he had concerned the cases where the racetrack was outside city limits. He asked if it said how long the racetrack had been in operation.

Mr. Williams stated he thought in both cases that they had not been long lasting nuisances when they were sued. He pointed out that this racetrack, even though it had been in operation for a very long time, has had a former injunction on it. It has been found to be a public nuisance when operating after ten p.m. There had been people living there at the time and they had felt that they could rely upon that injunction when they built their homes. That would be a fact issue, because they would be arguing about how long they had been operating so late. He was sure that the owner would say "forever" and the local property owners would say, "not very long."

Alderman Young stated the standing and whether or not those cases applied because those cases involved a racetrack that started operation with residents already there. They would have to argue that the fact that the racetrack had been there a long time. He knew the track had been there in the 70's.

Alderman Thiel stated the original lawsuit had been filed prior to the racetrack being completed or just after it was completed. Because they had been advised that there needed to be a disturbance. Some of the testimony had been based upon the disturbance. The fact that people built or bought homes knowing the track was there was a major point of argument about this issue. She wanted to emphasis that up until about ten years ago the previous owners complied with the ten o'clock rule. Ten years ago the owner doubled the size of the track, which enabled more cars to race, increasing the sound considerably. They basically started disregarding the ten o'clock deadline. She did not believe a lot of people had bought homes since then. She knew of several lots that could not be sold because of it. She had lived out there for twenty-five years and had gotten along with the first owners. About eleven years ago she had built a new house up the hill. The track then changed. That was the basis of the concern by a lot of the people. They bought prior to the track changing the way it was being run. They bought with the understanding that it would shut down at ten o'clock. The city had a responsibility to the citizens to provide a good quality of life. She did not think that they wanted to put a popular, economically, beneficial business out of business. She thought there were some other things that they could consider tonight.

Alderman Zurcher asked if they were to file suit, what exactly would they be asking the judge to do?

Mr. Williams stated he would get his instructions from them. What he would recommend to them was that they go along the same lines of the original injunctions. That they look at a firm closing time. They should also look at limiting the number of races. He did not believe that would be too much of a hardship on the owner, because he was on a circuit. They normally only race once a week. He thought that the citizens would want some assurance that in fact there would not be more than an average of one a week. He thought they should look at a set time to close down and a limit on the number of races per week. There might be something else in relation to mufflers. He thought they already had a requirement for mufflers. The actual noise level itself was a different issue.

Alderman Thiel stated she wanted to mention another thing that the Council had an option of doing. They could vote to let the citizens decide this, to decide whether or not to annex the property into the city limits. That way all the citizens of Fayetteville would have the opportunity to vote on this issue. If this was annexed into the city limits they would have to comply with their noise ordinance.

Alderman Davis asked if it would be grandfathered in.

Mr. Williams stated he did not believe it would be. When they adopted the noise ordinance, there had been live music on Dickson Street.

Alderman Davis stated he understood that the noise ordinance would apply, but would the track itself be grandfathered in?

Mr. Williams stated the track itself would be grand fathered in, but they would have to comply with their regular ordinances.

Alderman Thiel stated she did not want to get ride of the track. A lot of people enjoyed it.

Alderman Reynolds stated they did not come into this to close down Thunder Valley Speedway. What they were after was for Mr. Berry to tell them that they would end it at a time that the neighbors could live with. They were after a closing time. All they needed was a simple agreement and a closing time that the neighbors could live with.

Mr. Richard Berry, track owner, stated he was the owner of the track. He reiterated that if they had came and talked to him before they got so busy about putting things in the paper they would have had a lot better dialogue and they probably could have worked something out. He asked the city attorney what the definition of a public nuisance was.

Mr. Williams quoted it had been defined as, "conduct by one landowner which unreasonably or unlawfully interferes with the use and enjoyment of the land of another. It includes conduct on property which disturbs the peaceful, quiet and undisturbed use of nearby property."

Mr. Berry stated he could not tell the City Council what to do. He had been thinking that they had two things that they could do. They could sue them and win. They had then opened a can of worms for other lawsuits. Or they could sue them and lose and then where were they at. He thought they needed to understand that they did not have any business and they should bow out. It was a fact that they might open up a can of worms. If everyone went to bed at ten on Saturday night, then they would close down at ten. They were not disturbing the peace if they were not in bed. Where was this going to stop? Were they going to have to mow their lawn at a certain time of the day on a certain day of the week? When were they going to try and stop running other people's lives? All of them were effected by this. They needed a common sense deal here. He had offered a deal and they had not gone for it. He had told them midnight on Friday and Saturday nights, and eleven o'clock on weeknights, and they could not limit themselves to one night a week. They could not make a living that way. This was a business. Midnight was not an unreasonable time. They could live with that. They were not saying that they would go to midnight every time. That was what they could abide by. They normally get done by ten, ten-thirty and eleven. That was not very long. He did not understand why they were making such a big deal out of such a little thing.

Ms. Reda Hemp, 48 E. 27th Circle, said there were a few additional things that she would like to point out. This was a growing situation. The moved here in 1993. Looking back over some notes that she had conversations with the City Prosecutor, Mr. Jones during the mid-ninety's. Mr. Jones had worked out an agreement with an owner to quit at ten o'clock. They previously had those agreements and then the property would be sold and they would have to start all over again. It has been getting later and later and louder and louder. It was an ever-increasing burden. If they say they were not going to do anything about it today, because they did not do anything about five to ten years ago. Then five and ten years from now when it was going five days a week until four in the morning, what do they say then? At what point does this incrementalism stop? She had a difficult problem believing that Mr. Berry had purchased the property four or five years ago in complete ignorance that it had been controversial since the day the ground broke. There has been a history of controversy and complaints from the neighbors. That no one had called him personally to talk about-she would not have called him, what good would it have done her. Another point she would like to point out to Mr. Williams was that when the people in the area say they wanted it limited to one day a week, it was not because they were saying one day a week was enough to have to listen to it. It was for planning purposes. They had all agreed and understood and don't mind, to some extent, sharing their living space with the racetrack. They understood that none of them could plan a backyard barbeque or cookout or have friends over on Saturday night during the summer time because odds were it was going to be too loud. So, they did not plan things for Saturday night. If he gets rained out on Saturday night, they had to run on Sunday, then there went their Sunday. They needed to know, if he was going to have a rain day, they needed to know that rain day would be a certain day. That was reasonable. They needed to have something that they could work with. They had conceded Saturday night to them. They were only asking them to quit at a reasonable hour on Saturday. If they were willing to give up their Saturday night so they could have fun on their track, then surely they could start early enough on Saturday to have it done at a reasonable hour.

Ms. Beth Miller, an area resident, stated she had purchased her home eight years ago with the understanding that there was a judgment on it that they would be closed at ten o'clock. Since she has lived there the latest she could remember it running was two in the morning. She did not feel that ten o'clock was unreasonable, if they could find a way to make it quieter. They could not go outside. They had to go inside and close the windows and doors and turn the television up, even then the noise would come through. There had been a couple of makeup nights. Two Tuesday nights they had raced. The last one had gone to eleven-thirty. School still started at eight o'clock. They had not been able to go the bed at eight-thirty because the races were going. She did not believe that they were being unreasonable. She was sure that a lot of people enjoyed the noise, but there were a lot of people who did not. This noise did not just effect Fayetteville. It effected Elkins, Greenland and some Springdale residents. It was very loud. If they could quiet it down some. It had been her understanding that it was ten o'clock. There were several people who attended the races that wore earplugs. She hoped that they could come to some sort of an agreement.

Mr. Dick Privates, an area resident, stated in July he had taken his father and mother to the races. In August he had taken his grandson. In September evil people had tried to take way the freedoms of people. These were not the people he was concerned with. The people in his own back yard were the ones he was concerned with. They were willing to take away his freedom to enjoy car racing. It was the voice of a few which stopped prayer in their schools. It was the voice of a few that took the Ten Commandments out of the courthouse. It was the voice of a few that have tried to take God out of their vocabulary. Today it was the voice of a few that was trying to take away his freedom of watching racing at Thunder Valley. He could say that it was time that the voice of many be heard. All the people who were race fans were speaking with one voice. And that was that Thunder Valley was not a public nuisance. Many people enjoyed the freedom of baseball, soccer, football and all other sports. They had the same rights that those people have to go to car racing. America stands for freedom and no one could take that away.

Mr. Kevin Gwen, racer at Thunder Valley, stated they keep going back to 1972, at that time there might have been only twenty cars at that track. 1972 stock car racing was not what it is today, even ten years ago they were able to close at ten o'clock. Ten years ago they could not find a Nascar race on television every Sunday. Today they can. Racing was such an American sport. It was not right to take that away. Another thing they had addressed was starting earlier. They started at seven because of the heat. He personally wore a three-layer driver's suit, in August that suit is approximately one hundred and thirty degrees. If they were to start any earlier, in the heat of the day, who know how many drivers would black out from heat. They had one driver running a hundred miles an hour into a wall because he passed out from the heat. He thought seven o'clock starting time was not that bad. They were not saying they were going to race to twelve o'clock every night, but he was guaranteeing that they could be done by twelve. They were not going to race until midnight because they say it's okay. They were normally done by ten-thirty or eleven. He had been racing there for six years. He could not ever remember racing to two-thirty in the morning at Thunder Valley. They had done that at other tracks.

Mr. Eddie Gwen, car owner, asked if they as a Council for the city want to take on a fight for a relatively small group of people? There were some problems with the racetrack and sometimes they did run past ten o'clock, probably every night that they race. He for one, as an owner or racer, if it was going to run later than ten thirty he was not going to go, because he had a lot to do once he got home. He thought the time factor would take care of itself, if it were a week in and out problem.

Mr. Joe Hurley, an area resident on Country Club Hill, stated he had carried the petition around. He thought they needed to decide if they could win the lawsuit or not. He had been in two lawsuits. They needed to think about if they could win or not. When he was carrying the petition around, he had been in Mayor Hanna's home. He had signed the petition. Fred had stated that the City Council could not do anything about this because it was outside city limits, but a judge could. Most judges were going to be unbiased. If he thought it was a nuisance he was going to rule against it. He thought it would be good if they had a lawsuit, but if they did not think it would go any good, then he would recommend not having a trial.

Mr. Robert Cooper, an area resident, state that he lived by the country club. Last week he went to a Ward 1 meeting. He wanted to hear what was being said about the racecar. He wanted to see and put a face on Mr. Berry. The fellow who in the newspaper stated that if they did not like it, the people on Millionaire Mountain could afford to buy him out. If they did not like it, they could put up or shut up. Mr. Berry's argument appears to be of two types. One is there was nothing legal that they could do about this. The other is that this is not a nuisance. He did not know what the answer was to the first one, but he was here to tell them he knew what a nuisance was. He assured them that was the folks around the racetrack were going through considered it to be a nuisance. They could compare it to Razorback Football games or anything else that they wanted to, but the fact was that what they were being subjected to, they consider to be a nuisance.

Ms. Lisa Veseska, Prairie Grove, stated she and her husband enjoyed the races. She had been going the races since 1986. It was funny to her that this problem did not come up until this year. She did not know how long it had been going on. They had said1972. Judge Butt was dead and gone. This was a new time. They needed to start from now. She agreed with what Richard Berry said. She knew that this was one of the best seasons that they had. Lance Lee was undecided if he was going to keep it and run it again next year because of all the commotion. They did not want any problems from this. They just wanted to enjoy their racetrack and their drivers. They supported their drivers and she enjoyed the show they put on for them. They came from Missouri, Oklahoma, and all over Arkansas. That track has never run until two thirty in the morning. She used to live on Black Oak Road in Springdale and she never heard the racetrack. The majority of the homes around the racetrack were not there. They chose to build there. They knew the track was there. They could not put a time on a racetrack. Who knew if there was going to be an accident or a lose a wheel. There was going to be a caution. They were going to give that guy a chance to fix his car and get it back out there. That was only fair. As far as a nuisance, yes, their Razorback games were a nuisance. She was not a hog fan. They could not get down Hwy 62 when there was a game in town. If there was a noise ordinance in Fayetteville, then they should enforce it. There were a lot of times she pulled up to a stop light with a teenager with a boom box so loud it could break her windows. They had a sign ordinance now that did not allow for them to advertise their own business because it was going to obstruct the view, but they advertised for people to come to Fayetteville, but don't buy or build anything. What they were doing was taking the rights of people to run their business. That was why the majority of the businesses were talking about leaving and not doing business here. The way she felt about it, if she had to drive to Oklahoma or Missouri to the races ever Saturday night, they were the ones who were going to get her business. These race car drivers came in here and fueled their cars here. They used their motels and eat at their restaurants and they talked about

HMR tax and they did not think that they were getting any. Where do you think these guys were spending their money when they were here for the races? She had moved out of the city of Fayetteville because they trying to tell people what they could or could not do with their land. They were not going to tell her if she could or could not cut down a tree to build something.

Ms. Shelia Faulkern, Huntsville resident, stated this racing was a family thing. She did not care if they were a fan or racer. There had been times when they had people who had been burnt. They had a little boy who had been killed down there by accident, from a rock. The even sent money from their last race to the firemen. How many places could they go where the people get together and donate to help some body else? If they did not want them to run down there, that was fine. She drove two hundred miles to Salina and Flippin. She would go wherever she had to go because racing was the biggest growing sport. It was the American thing. It was all family and that was the way it is. Sometimes they could be done by ten thirty. They had times that they had wait on an ambulance that took someone to the hospital for safety reasons for the other drivers not to be able to run. They could not help that. There was Flippin, Coffeyville, etc. All of them had a twelve o'clock curfew, but sometimes they just could not help but be late.

Mr. Tim Newman, an area resident, stated by the same right that these people had to watch racing the residents of Fayetteville had the same right to peace and quiet and a good quality of life. He asked if this was a City Council for the city of Fayetteville? They were to represent the citizens of Fayetteville. As a resident they were asking for this action. He felt it was appropriate for them to listen to their voice as representatives of them and to take action appropriately.

Ms. Kathy Lux, an area resident, stated she lived on Mt. Sequoyah they could hear it pretty good up there. She had to hear that every Saturday night during of the summer even though she would like to have a Saturday night that she could invite friends over and they could sit out side, but it was too loud. Even inside with the window closed and the air conditioner on. She appreciated Swifty and Brenda for bringing this up. They recognized their right for their ways. She wanted them to consider her right to have some peace and quiet on the weekends. She worked all week and she would like to enjoy her weekend once in a while. She hoped that they could find a good compromise.

Ms. Kathy Miller, an area resident, stated her son-in-law raced. She asked if they were wanting to close this down. People kept saying they wanted a restful night, if they raced to ten o'clock they could not have a restful night. If they were going to try and close them down, they needed to be honest about it. They had been going to this track for a long time. It was a family get together. It might be inconvenient for some people, but she hoped they realized this was a family sport and they were all together as a family.

Mayor Coody stated this Council did not intend to shut down the track. The intent was to find a time when the track might close that might pacify the wishes of a lot of the community that they had heard from. He thought the compromise time for a lot of folks was ten o'clock. That was considered bed time by a lot of people. He thought the discussion was to see if there was a way the track could close at ten, but not close down. They were being honest.

Ms. Miller stated they supported a lot of stuff, take into consideration that too.

Mr. Ed Harper, an area resident, stated he lived on the speedway property for approximately five years. He had worked at the speedway for ten years. A couple of years ago they had a coalition of neighbors that they had tried to work a deal out with, but they did not come to see them. They had heard threats and promises, but nothing ever happened. The same thing had come from Mr. Hanna. They lived outside the city limits and there was nothing that they could do to them. And then the coalition of neighbors died. He did not know if they knew anything about it or not, but they had the leader of the coalition of neighbors on the City Council now, Ms. Thiel.

Alderman Thiel stated she was not.

Mr. Harper stated he had been the voice of Willoughby Road. They had tried to be good neighbors. He was the track manager from the previous year. He was sorry, but they did not get closed by ten o'clock. They did get closed by ten thirty or ten forty-five on an average basis, unless they had an emergency. Cutting someone out with the Jaws of Life took almost three hours. They had to finish that race. It was almost twelve fifteen that night. It was a long night. He did not believe they had but one that year. The Tim gentleman that just spoke was one of her renters, until he was advised of the situation, he walked his dog at the speedway. They ran six months of the year. He had to have a two-a-day show, three times a year on a Friday and a Saturday. Generally he would have a practice on Thursday night, but it was cut off at nine o'clock. On a Friday night, they generally ran all the heat races and that generally ran them until around ten to ten fifteen. On a Saturday night he had approximately one hundred and fifty five to a hundred and eighty cars in the pits. In those five hours he was not running over two hours of maximum noise time. It was a hard situation. He understood these people had a lot of money invested in their homes and property, but so do we. We did not run any cars that were junk. They had a big car show once a year and invite the whole city to come and see it. This year they had it in Springdale. They had kept it in Fayetteville until this year; they went to Springdale trying to expand their fan base. It worked. They got a lot more fans this year. They upped it over twenty-five percent of Mr. Lee's ability of running the track. The sound noise was a problem. They did run mufflers and they required mufflers. They had required them for the three years. Until the last two years they had not been on every car on every night. Granted they were not a muffler for performance on the street. They were a race car muffler. They took the tweek and bang out of it, but that was about it. They try and they will try a little harder. They will try to adapt the noise level, but they needed some help too. When they started back a couple of years ago, they were lucky to get thirty cars. Now if he did not run a hundred cars, he could not pay the bills. They way he understood what Mr. Berry said was that they wanted to it where they could run until midnight, if they had too, not that they wanted. There was not anyone in his family that would want to sit on a wooden bleacher for five and half-hours. If they could hold it down to three and half or four, they could keep quiet a few of them. They did not have real good neighbors. Both hands needed to be washed here. He did have names of people who had been contacted by phone to come and check on stuff long before this ever came to where they are now. A lot of names from the EPA, Corps of Engineers, Washington County, and FEMA, even came at someone's request. They were all pacified. He dealt with each one personally and they came to an agreement with several of the neighbors. He wanted them to look at the circumstances with which they were going to have to deal with a lot deeper than what had been done this year. There had been a lot more that had been done to them, that they had fought through.

Ms. Sharon Davison, an area resident, stated she signed the petition not the close down the racetrack, but to bring forward something that would be grandfathered into the racetrack's existence so they did not have to do this repetitively and there was some kind of compromise. She suggested eleven o'clock. The number of days was another thing. There were Thursday races, Friday, Saturday races. The point is, how many days- they need that specifically- it was abuse. The whole point here was they want to do what they want to do. They did not want to have to do anything else. She asked that they specify the time and the number of days.

Ms. Peg Cooper, an area resident, stated they were not asking them to close down the racetrack. They were not against families. They all have families and children and they all liked to spend time with them. They were not asking for that. They were asking them to look at them as homeowners, property owner in the city and try and have a compromise to help them. They wanted them to have their fun time, just like they wanted theirs. They were all Americans. It was unfair that somebody was looking at them saying they were the evil ones. She resented that. She was a law abiding patriot person. They were just asking for a reasonable time a night to shut down so that they could all get to sleep and get to church the next day.

Mr. Bradley Keening, racecar driver, stated it was a dream. He enjoyed it. When he did not get to race it was real hard for him to go in and watch the races. They had done a lot of work to expand the track. He had thought about bringing Nascar short races in on Sunday to run at the airport.

Mr. Joe Magnin, an area resident, stated he had a copy of the petition. He had read the petition. He had wanted to know who had signed the petition. Some of his neighbors had signed the petition, but they did not come tonight. He did not have the opportunity to sign or not to sign the petition. He wanted to appear. He heard the racetrack during the evening time. Sometimes he did not hear it. He opposed the fact that the city government had to use a devise of suing somebody, because of a public nuisance. He had a public nuisance in his neighborhood. He questioned if he had enough people to sign a petition, would they give him the same consideration as they did this speedway.

Alderman Santos stated they had never gone outside the city limits in a suit. The city has never initiated a suit. It has always been the citizens who did.

Mr. Williams stated he thought the Bakery Feeds case was a initially brought by citizens, then the city joined in. He was not positive what happened with River City. He just knew they went quickly out of business. The 1971 case was brought by a number of homeowners and neighbors who were directly effected by the racetrack.

Alderman Santos stated he would like to see a compromise. He thought they were over stepping their bounds. He thought this was a suit that they would not win. He wanted to see the county get involved. He would like to see the neighbors pursued the suit themselves. He might not be opposed to joining the suit later. He did not think it was their business to go into the county and try and regulate nuisances.

Alderman Thiel suggested that they let the voters decide to annex the property.

Alderman Santos stated he did not like the idea of annexing property for the purpose of enforcing their noise ordinance on it. It did not sound right.

Alderman Thiel stated if he would recall they had tried to annex property for the wastewater plant. So it was not like it had not been done before.

Alderman Santos replied that had been for a public purpose not to go out and enforce regulations on a private business.

Alderman Thiel stated they had two parties that could not come to a compromise. This needed to have a judge to decide. It was just a matter if they wanted the city to initiate it or to have all the homeowners who feel aggrieved to file a suit for themselves to go to court.

Mr. Williams stated the homeowners really stood in a better position than the city would. They did not have the standing issue that he had discussed. He had not been able to find a case where a city had actually done that. There was some chance that a judge was say that the city was not the right party to bring this lawsuit. That it must be brought by neighboring homeowners. He would argue against that to the judge. He would state that he was representing the citizens and that he had every right to bring that suit. That was an open question. He did not know which way the judge would rule on it. An injured homeowner would have standing to bring it. He thought there was very substantial evidence that they could get from the surrounding homeowners to show that this was a nuisance for operating so late.

Alderman Trumbo asked Ms. Reda, an attorney, if she had heard the argument from the city attorney that the homeowner would have a better standing to go forth. He asked her legal opinion.

Ms. Reda explained they would like to have the city do it because the action which had been brought up during the 70's had been brought by private owners who spent the money and time into filing that action only to see it be forgot when the property was sold a few years later. When they sought enforcement then, they were told that they could not enforce it against the new owner. They felt that they had wasted their time, money, energy and emotion that had gone into the initial lawsuit. It seemed to them that if the city brought this action and if the city was successful and Mr. Berry sold the property, then the city was in an excellent position to reinstate this action on the subsequent owner with out the individual citizen having to go through it again. She would think that anyone who bought from Mr. Berry, even if the order did not specify the future property owner, that the city was in an excellent position to say to the new owner that this was what they got the last time, would the new owner consent or did they have to go through this again. She could not imagine a new owner wanting to go through this again. They had the possibility for the enforcement ability that would not exist as easily with private property owners bringing the suit. If they go a hundred and fifty people together to file this action, then who was going to see about enforcing it. Who would control when the situation arose to seek a complaint citation. It was simpler for Mr. Berry and the property owners, if they had someone in the front, like the city attorney, that they had to deal with than if they had to deal with a zillion different property owners. They could not win if they did not fight. She did not see what the down side was if Mr. Williams presented it to the circuit court and the circuit court stated they did not feel the city had standing. They were then no worst off than they were today. They were then back to where the citizens had to decide if as individuals did they want to get together and come up with the money. Mr. Williams was already paid by the city to do work for the citizens. The police department was paid for by us as citizens. They had the sound readings. If the brought a private lawsuit. She assumed they would have to hire sound experts to take sound levels, which would mean waiting until next spring, when the track started up again. She did not know if the city could loan them their people for that. They were much better off if they proceeded now. And let Mr. Williams do what they had talked about doing and if the judge says no, then they were no worst off than they were today. She thought this was an appropriate thing for the city to do. The city had a responsibility to act on behalf of the people who lived in the city. They had already compromised. They were willing to give them Saturday night until ten o'clock. She thought they needed some help from the city. She thought it was much more effective coming from the city.

Alderman Trumbo stated he thought this needed to go to court and to have the judge decide on the time issue. He was in favor of having the judge be the referee. There was not going to be any more compromising. It needed to be decided by a judge as it was in 1972. The intention was not to shut down the race. They had two parties which both had good arguments. This was why they had a judicial system

Alderman Trumbo moved to move the city attorney pursue this. Alderman Zurcher seconded the motion.

Alderman Davis stated he hated the way this had played out. He would appreciate that if in the future they could visit with individuals prior to coming out with a resolution to take someone to court. He asked if there was some compromise that they could come to. He asked Mr. Berry if he was willing to compromise.

Mr. Berry stated most people were talking about disturbing their life style up until ten o'clock. He did not know of many people having cookouts after ten o'clock. He could not see the difference between ten and midnight. They were saying that they were going to midnight every night. He questioned how many of those people actually hit the sac at ten o'clock every Saturday night. Were they really keeping them awake? He would be using his private time, money to defend against this. He did not see anything that would be right about using everyone's moneys to pursue only one hundred and fourteen people. They could get twelve hundred signatures. He had a lot of people call him from Ward one that supported them. It was no different than a factory running. There was everything in the world that could be a nuisance. They were talking about two hours and they were not even telling them they were going to run to the deadline. They had a compromise.

Mayor Coody asked if there was any willingness to compromise.

Mr. Berry stated he thought he was going to compromise to go to twelve o'clock or he would fight the law suit.. He asked how this would compare to the Razorback games as far as being a nuisance.

Mr. Williams stated they had not received any complaints about the Razorback games. The University was a State Institute and was higher than the city. They did not have to comply with their ordinances.

Alderman Thiel added they were only here four to five times a year. That was a lot different than every Saturday night for six months.

Alderman Davis stated he had received twelve calls on this item. Nine people said they would settle for eleven o'clock. That was why he was asking.

Alderman Jordan stated he had received about the same amount of calls and about eighty percent stated they were willing to make it eleven o'clock.

Alderman Reynolds stated he also had the same response. If they knew they were going to shut the cars off and turn the lights out and be gone at that time they would negotiate that time.

Alderman Davis stated if they were starting at six-thirty and they cut their intermission down, they probably would not have a problem.

Mr. Berry stated let's auction this to eleven-thirty.

Alderman Young stated when they were first saying twelve o'clock, that was not a compromise. That was when they were saying they shut down. That was not a compromise. What they were saying was that eleven o'clock was a compromise between what a lot of the citizens were saying and what he was willing to do. It was not to have the lights out; it was to have the motors off.

Alderman Trumbo stated he liked racing, but this needed to have a judge be the referee. Both sides have good valid points and the emotions were strong on both sides.

Alderman Zurcher stated they had a right to love racing, but he was a very strong advocate of property rights. He thought everyone had property rights. He did not feel Mr. Berry wasn't going to budge on this. He did not see anything else to do, but vote on this.

Mayor Coody stated there was a motion to file a suit declaring the Thunder Valley Racetrack a nuisance.

Mr. Williams stated it would be a public or private nuisance. He would be filing in both ways to make sure to cover the bases.

Alderman Davis asked if they could state that related to time? They were not wanting to shut down the track and he wanted people to realize that. This was strictly a time issue.

Mr. Williams stated the resolution stated that it was at too late of an hour.

Upon roll call the motion passed by a vote of 7-1-0, Santos voting nay.
RESOLUTION 145-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

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 U.S. Army Corps of Engineers for use in managing floodplains within the City of Fayetteville.

Mr. Williams read the ordinance for the first time.

Mr. Conklin stated they had two parts of a study that they were asking them to adopt this evening. Phase IV, the tributaries to the White River. They would be using this data for their flood plain management ordinance. They also had an amended Phase I study. That was a tributary of Hamstring Creek off Wedington and I-540. During the Shiloh West development, they found some errors within the model. Those have been corrected by the Corps of Engineers. Both studies will be submitted to FEMA and will become part of a flood insurance rate map. It will be the official map published by the Federal Government for use in Floodplain management.

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

Mr. Williams read the ordinance for the second time.

Alderman Trumbo 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.

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

ORDINANCE 4342 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mr. Williams read the ordinance for the first time.

Mr. Williams stated there was a bill of assurance that had been submitted by Mr. Lazenby for this property that the Planning Commission considered. They had recommended this rezoning based upon the offered bill of assurance. In order for the bill of assurance to be affective the City Council also needed to base any decision to rezone upon the bill of assurance.

Alderman Davis asked how they could be sure that twenty to twenty-five years down the line that they could enforce the bill of assurance. Their positions would be changed by then and the person on watch at that time, would they have some mechanism to track it.

Mr. Williams stated the Bill of Assurance shall be file with the circuit clerk's office after the rezoning is effective and shall be noted on any final plat or large scale development, which approve some or all of the petitioners property. He suggested that they ask the city planner what their office had in place to follow these bills of assurances to make sure that they remained affective.

Mr. Conklin stated when they accepted a bill of assurance they noted it on their official maps. Anytime there was a Certificate of Zoning Compliance that was applied for use on that property, they referred back to that. As they got more computerized their zoning information would be able to be tied to those individual parcels. That type of information will be able to the brought up. There was a bill of assurance with this rezoning. They were asking that they be allowed to have all the uses in a C-1 zoning remain, plus add the use of the liquor store. Those were the only uses which would be allowed by right in C-1 was a liquor store.

Alderman Santos noted it was recommended unanimously by the Planning Commission and it was consistent with the City's master plan.

Alderman Davis stated he had received some calls regarding this issue. They would like for them to leave it on the first or second reading.

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

Mr. Williams read the ordinance for the second time.

Alderman Davis stated that he had people ask what the structure was going to look like. He assumed that he had plans drawn up.

Mr. Ronnie Ball stated their plans conformed to the covenants of the Millennium. They all had to conform to the same theme.

Alderman Davis stated they had been concerned about what the building would look like and the future maintenance.

Mr. Ball stated they would bring drawings to the next meeting. They were wanting this to be an upscale liquor-spirit shop.

Mr. Conklin stated the Planning Commission had not reviewed the development for compliance with their commercial design standards and design theme within the Millennium Subdivision. He can provide them what had been provided to the Planning Commission with regard to the rezoning. Staff would not review that until the development came through the large scale development phase. There was a design theme set for that subdivision. He would require that the building be similar to what had already been constructed. The elevations and site plan had not been reviewed for compliance with ordinance. There would be changes to the site plan. There would be some design changes with regard to their landscaping and greenspace requirement and parking lot requirements. The building materials would have to similar and compatible with what was there now. This project will not be coming through the large scale development. It was less than an acre. Staff will be reviewing it. They did have a condition on the entire subdivision that every lot come through large scale. The developer had showed , by going through the process three times, that the quality of the development and the design of the buildings had met their requirement to a point the staff could sit down administratively and approve the development. They had done this to streamline development and not to make it burdensome for the developer.

Alderman Reynolds asked if the public had a chance to come and view it.

Mr. Conklin stated there had been three or four developments in this subdivision.

LEFT ON THE SECOND READING.

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.

Mr. Williams read the ordinance for the first time.

Alderman Davis stated he had no problems with the rezoning request. His concern was that they might be putting water in peoples homes that may not be currently having a problem.

Mr. Conklin stated this issue had been brought up at agenda session and Council tour. He provided each of them with a colored map the latest data on the hundred year flood plain and flood way. These properties do contain creeks and streams. They did have a flood plain, damage prevention code, and stormwater management ordinance. Any work in there was also regulated by the Federal government with the 404 permits. They were going to have to met their ordinances. He had contacted the U.S. Corp of Engineers, unfortunately the person doing the study for them was on vacation. Any time a development went through the development they had to consider stormwater. They had look a the amount of stormwater they created. They had to design their stormwater facilities with the development to carry the water through their development based on ultimate build out upstream. They were not only looking at what stormwater they had, but they were also looking at potential build out within the watershed upstream from them. They would also have to manage that water. It was an involved process. They required preliminary drainage and final drainage plans, grading plans and detention ponds. In his opinion when they considered the tree preservation, retention ponds, and the rest of their development requirements they would most likely be staying out of the floodway and floodplain areas. If they developed in the floodplain they would have to elevate their buildings and their standards. Flood protection was also required. The city of Fayetteville has gone over an beyond what the federal government requires. They had the ordinances in place and they would have to met those ordinances.

Alderman Jordan stated his main concern was if they developed the land and put parking lots in there what would happen if something went wrong and those homes got flooded?

Mr. Conklin stated they had to met their standards. Civil engineers had to stamp the developers plans. The city had engineers who would review those plans. Their ordinances were to protect the citizens of Fayetteville.

Mr. Williams stated as long as the city engineer had applied the city ordinances and used due diligence, then he did not believe there would be legal liability for the city if the development did not perform as anticipated. It did not mean that the city did not feel that they needed to try and elevate some of the problem. Legally as long as they followed the ordinances and the federal statutes and operate in good faith he did not believe the city would be legally liable. The owners civil engineers would bear a substantial burden. The city also had sovereign immunity, even if they made a mistake.

Alderman Jordan stated whether or not they were legally responsible or not, they still represented the people of the city. If something went wrong and they flooded some of those people, not only would it be his constituents, but it would be his neighbors. He asked the number of apartments going in there.

Mr. Conklin stated they had not done a detailed plan. They were requesting R-2 zoning which allowed up to twenty-four units per acre. Keep in mind they had tree preservation, detention ponds, landscaping in the parking lots. All these ordinances had be to met within the actual development. They did tend to limit the type of density they could get unless they started going up. This was a down zoning from Heavy Commercial/Light Industrial. Staff felt it was more appropriate to down zone this property.

Alderman Jordan stated he had seen water out in those fields. He has lived down there for twenty-six years. He did not want to get into a situation where the apartments get flooded or the neighbors get flooded.

Mr. Conklin stated he could not guarantee that nothing was going to go wrong out there, but they did have some very good ordinances that offered protection. Some of their ordinances were more stringent than the federal government required them to do. He had faith in the city's engineers and the developer's engineers that they could design something that will provide safe housing for future citizens of Fayetteville.

Alderman Zurcher asked for the history of the zoning of the property. Why would this be zoned I-1 to begin with.

Mr. Conklin explained a lot of that area in south Fayetteville was rezoned in 1970 through a comprehensive city wide zoning change. Most of that area was rezoned in 1970. As a city they needed to go forward and make some changes.

Alderman Thiel stated the flooding issue was a real problem. She supported rezoning this because it was a down zoning. She was concerned about the concrete, parking lots and structures. Industrial zoning would probably have the same affect if not more so.

Alderman Santos stated he was not really concerned about flooding, but it was not very likely. He thought they had very good development regulations. He did not believe flood was as much of a concern as with the parts of town that got developed before they had good development regulations. All three of these were passed by the Planning Commission. It was consistent with the General Plan. It was also really good news for this part of town. This part of town really needed some development. He thought this would be high quality development. They were also proposing a hotel, retail and apartments. They were even talking about adding married housing down here. That would give them enough student population to extend Razorback transit. He would like to see development all through here.

Alderman Young asked if the parcel to the east if this owner, owned it.

Mr. Conklin stated it was the same owner. There was an easement to Razorback Road for access.

Alderman Trumbo stated he would have to abstain from this and the next two items.

LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance for the first time.

LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance for the first time.

LEFT ON THE FIRST READING.

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.

Mr. Williams read the ordinance for the first time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded the motion.

Mr. Davis stated this year they were collecting two mils which were being collected for the Senior Center. There was a two mil reduction. There was a possibility that a rollback will be triggered. They should know within the next week or so if a milage rollback was going to be triggered.

Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Jordan 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. Davis stated that because of the possibility of a rollback the county judge has requested from the assessment coordination division a waiver for the city of Fayetteville to be able to have our millage levied to the county at a later date so that could make sure that they did not have a rollback when they pass the millage ordinance. He recommended to wait until November 6.

Alderman Young moved to table the ordinance until November 6, 2001. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

TABLED ON THE THIRD READING UNTIL THE NOVEMBER 6, 2001, MEETING.

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

Mr. Steve Davis stated the 2002-2006 CIP was a plan that examined the city's infrastructure needs over the next five years. It prioritizes those needs, schedules the projects, and allocates funding to address those needs. The 2002-2006 CIP list approximately 216 million dollars in projects and identifies an additional 106 million dollars in potential projects. A potential project is a project that staff has identified as a need buy one in which they had not identified funding for. After the CIP is approved the project schedule for 2002 will be added to 2002 proposed budget that they will see in November. There were approximately sixty million dollars worth of projects scheduled for 2002. Projects in the CIP Program can include obligations for labor and material for contractors involved in completing projects. It can involve acquisition of land and structures. It can be used to provide professional services such as architectural, engineering or other consulting services. It can also be used for the acquisition of vehicles, equipment, and for renovation to or expansion of city facilities, grounds, or equipment. The CIP for 2202-2006 began in the spring of this year when city staff began evaluating their program areas and developing a list of projects. The project listing were assembled and have been reviewed by city management and advisory boards for Parks and Recreation and Airport, as well as City Council committees such as Street, Water and Sewer and Equipment. Funding for the ongoing projects listed in this CIP was primarily for the one percent city sales and use tax that was originally approved in 1993. There was approximately thirty-eight million dollars in those projects. Additional capital funding was from the one percent HMR tax for parks improvements and operating revenues for Water and Sewer Fund, Solid Waste Fund, Airport Fund, and Shop Fund as well as funding from the Off-Street Parking Fund and a proposed bond issue to construct additional parking structures. Other significant projects funded by temporary sales and use tax are the new central library, that is programmed to cost approximately twenty-one million. This was scheduled to expire March 31, 2002. A three-quarter percent sales and use tax was proposed to fund a bond issue for the waste water system improvements project which was estimated to cost one hundred and twenty million dollars. The three quarter percent sales and use tax, if authorized, would begin after the library tax has expired on April 1, 2002.

NO ACTION TAKEN.

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

Mr. Williams read the ordinance for the first time.

Mr. Gary Dumas, Utility Services Director, stated this was to eliminate the need for the city to pay itself the flowage fee and to have the fuel the provider to rebate a penny back to them to verify that they sold the city X number of gallons a month. It was a cross check that they had in place for when they had a fixed based operator other than the city.

Alderman Trumbo stated their traffic had increased since they had lowered their prices. He asked if their goal was to increase traffic flow to keep their FFA Funding.

Mr. Dumas stated they had two goals. One was to make the FBO a break even operation. It was not in place to create a revenue source. The primary approach at this time was to try and get the landings and take-offs up to a level that would minimize their cost share agreement with the FFA.

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

Mr. Williams read the ordinance for the second time.

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

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

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

ORDINANCE 4343 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mayor Coody stated they had been approached by Lindsey and Associates to sell this land. They had placed the property on the open market and taken sealed bids. This was the highest bid which had come in. They had a need to widen Gregg Avenue and they did not have the money in the budget to widen Gregg. The State was requiring the city to purchase the right-of-way and to move the utilities to put in temporary turn lanes and signals. In a few years the state will be able to come back and widen Gregg to four lane to make it match the rest of Gregg.

Alderman Reynolds stated this was in Ward 1 when this started out, he was in favor of moving this to Gregg Avenue, but this was one of the hottest issues since he has been alderman. The people in this neighborhood was opposed to them selling this property. Therefore, he was going to support them and they were going to have to look somewhere else for the money for Gregg Street.

Alderman Thiel stated had a lot of phone calls about this proposal. She was concerned about them selling land, when they had a task force set up to buy land, and here they were selling green space. This land did not belong to the parks department. It belonged to the water and sewer department. It would be a few years before the parks department could purchase this land and do anything to it. They did not have the money budgeted for recreational improvements. It could stay as it is. She thought a lot of the citizens were happy with that.

Alderman Davis asked if they should sell the land, could they take money from one quadrant and spend it in another.

Mr. Williams stated it was the fund that mattered. Quadrants were only relevant to parks land. This was not park land. It was water and sewer. It could be spent anywhere in town in the water sewer budget. It could not be transferred into the parks budget.

Alderman Santos stated the parks department could buy it from the water and sewer department, or it could just be left alone as greenspace. He did not believe that there was any support for this.

Mr. Ernest stated while the Parks Master Plan was still working through the system, it has not been adopted by the Planning Commission, and has yet to be approved by the City Council. One of the tools that any park planner uses map illustrating where neighborhood parks existed. From a parks perspective, they had sufficient land in this quadrant to cover anticipated park demands as recommended by their consultant. That did not cover the appropriate or necessity of dealing with from other perspectives such as preserving open space. They did not have a shortage of available park land in this area for neighborhood parks.

Alderman Thiel stated in the Park Study they counted Crossover Park, which was a 10 acre park that had not been developed. They had a lease agreement with the school. Anything they did to that park would have to met with the agreement with the school.

Alderman Davis stated when the Street Committee reviewed the CIP, there was one project that they all questioned that was the Shiloh Bridge. They might be able to take those fund over to Gregg Street. They could discuss that at their Street Committee Meeting.

Mr. Davis stated the first segment of right-of-way money that they had for Gregg Avenue is one hundred and forty-nine thousand for next year. They had 1.9 million dollars spread over the next four years.

Alderman Young asked if they were doing this project over the next four years, why did they have to sell the land right now to do the right-of-way.

Mr. Davis stated it was his understanding that the railroad was interested in selling the city their right-of-way on their side of the street at an attractive price for the city. They were trying to take advantage of a good opportunity, otherwise they would have to go onto the parking lot side on the east side of the road, which got extremely expensive.

Ms. Sharon Davison, an area resident, stated they were talking about selling land to pay for road project. Her main contention on how to deal with this was impact fees. She asked why they were selling greenspace to pay for projects that should be paid for by other things.

Alderman Trumbo stated this has never been brought to the City Council's attention before tonight. The City Council has never discussed selling greenspace for any reason.

Ms. Connie Harris, an area resident, stated it was getting congested in there. They did not need to add more people in this area.

Alderman Trumbo stated he had two letters from Dr. Rom and Beverly Melton.

Ms. Rheda Groham, an area resident, stated there were numerous wildlife there and she was glad they were not going to develop there.

Ms. Marie Schrider, an area resident, stated they had purchased the property because there was not anyone behind them.

Mr. Mark Brewer, an area resident, stated he lived and had built several homes in Barrington Park. He was not angry with their decision tonight. He asked them to start putting the horse before the cart, rather than at the back end. This had been put out for an open bid. Then it was decided the open bid was wrong, so they did it by a sealed bid. He had contingency on his first bid. If it was going to be sold, he wanted to be involved because not only did he own his property, but he owned five acres in Gaddy Acres. That was his neighborhood. He had been every conscious on how he developed the property so there would be a great deal of greenspace back there. There had only been twenty seven lots plotted with a huge amount of greenspace. He had already gone to the effort to talking to lenders to raise eight hundred thousand dollars. He had already gone to the effort of meeting two bid and talking to four engineering companies regarding development. The fact that they were not going to develop it was wonderful, but if they were going to develop it, he wanted to have a say so in it and to have it done the way he wanted it done. But to put it out for bid and to have them put the time, money and effort into, and to not have the Council members know about it was not right. They needed to go back to the room and settle their differences. Get things right with one another so they did not have this time taken up in their valuable night. They would not be here if it had been right in the first place. There had been a lot of time, money and energy spent, because it had been put out that the city wanted to sell this property, and it was not handled properly. He asked them to review the way they were doing things. He was out approximately twenty-five hundred dollars and a hundred and twenty hours of his time.

Ms. Fran Alexander, an area resident, presented a summary of the process and a comparison of the surrounding property, as well as surrounding parks.

Mr. Jason Stapleton, an area resident, read a letter supporting the creation of a multi-use trail and place for wildlife.

Ms. Armstrong, an area resident, questioned how she would know this would not happen again.

Mayor Coody stated she did not have to worry about that for the next three years and two months.

Mr. Harry Barrett, an area resident, stated he had assumed when he purchased his property that the surrounding land would not be developed. He hoped they kept the land.

Ms. Holly Black, an area resident, stated they had moved to this neighborhood because of the green area. She would like for it to stay the way it was.

Mr. Larry Long, an area resident, stated public land should only be sold for the good of all the citizens.

Alderman Trumbo moved to approve the resolution. Alderman Davis seconded the motion. Upon roll call the motion failed unanimously.

THE RESOLUTION FAILED.

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.

Mr. Beavers asked that the Council table the issue until the next meeting. They have added this to the agenda for the Street Committee. The rail road company had been very good to work with. They did have the intersection at Sunbridge and Gregg designed and ready to bid. They had the equipment to install the signal if they had the right-of-way. They needed to find a way to buy this right-of-way. They did not need to wait for the 2002 CIP.

In responds to concerns about the offer expiring, Mr. Connell stated there was no date for the approval of the Council.

Alderman Young moved to table the item until the next meeting. Alderman Santos seconded the motion. Upon roll call the motion passed unanimously.

TABLED UNTIL THE NOVEMBER 6, 2001, MEETING.

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

Alderman Trumbo moved to approve the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 146-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 10:20 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: **City Council Members**

cc: **Department Directors**

From: **Dan Coody, Mayor** D. Coody

Date: **November 16, 2001**

Subject: **Staffing Freeze**

I believe we are making good progress toward bringing the City's financial problems under control. I want to thank each of you for your concern and work on this issue.

I have been reviewing with City Staff exactly how we have gotten into this position. I am sure you remember that I addressed our financial problems when I first took office in my initial State of the City address presented in February. I have now reviewed the expansion of the total City work force from 1992 to our planned budget in 2002. Attached is a document showing year-to-year growth.

As you can see, the City work force grew from 398 employees in 1992 to 620 in 2000 with another 14 authorized in the budget adopted by the previous City Council. From 1992 to 2000, the workforce grew by 222 employees or a 56% increase over this eight-year period.

In 2000, the City Council authorized 14 new positions this year and you, upon my request, have added 12 new positions (two of which remain vacant – Projects Inspector in Engineering and Public Information Representative). I have also attached a sheet listing the new positions added by my administration with your approval.

Not only do **two** of these twelve remain vacant, but also the **three** police officers are paid primarily by a federal grant during their initial period of service. **Four** other new employees (Environmental Services Director, two Airport Maintenance Workers, and Parks/Landscape Architect) are paid fully or substantially from Enterprise Funds rather than the General Fund (which is where the City is short). Thus **only three new positions you authorized are staffed and fully funded out of the General Fund revenues** (Staff Engineer, Senior Secretary for City Clerk, and Urban Development Secretary). Additionally, a half-time property and sign inspector was made full-time.

I thank you and applaud your approval of these new positions that have improved our efficiency and delivery of quality service to our citizens. Although these new hires have not had a substantial impact on our General Fund shortfall, I remain convinced we must hold the line and cannot allow any additional growth in number of city employees until we can achieve a balanced budget.

I have directed all of my Department Directors, including the Police Chief and Fire Chief, that we must continue to provide excellent service to our citizens at our current staffing levels. Departing employees may be replaced if necessary, but the City simply cannot add any more employees until we regain financial health in our General Fund. (By copy of this memorandum to my Directors, I further explain my position on staffing levels and the budget problems.)

Let me make one thing absolutely clear. **I am 100% opposed to any budget that relies upon firing city employees to become balanced**. With a staffing freeze, limited increase in the employee pay plan, and other cost saving measures, Fayetteville can judiciously use its reserves to fund all of our current employees until the voters reauthorize the City sales tax penny. When the next sales tax election occurs, we must request that a substantially larger portion of the revenues be used for our general fund employees like police, fire, engineering, inspections, and all other general government services.

Several of you suggested a Resolution to establish a staffing freeze at our last budget meeting. I want you to know that I will support that Resolution. We must demonstrate a united effort to regain the financial health of the city enjoyed before the rapid increases in personnel during the mid-90's coupled with the economic downturn led to the current out-of-balance budgets. I believe we can all work together to achieve a solution to this problem and ensure continuing excellent municipal services to our citizens.

City of Fayetteville, Arkansas

- Number of Full Time Equivalent Positions (1992-2002)

Budget Year	Employees	Change From Previous Year: Employees	Change From Previous Year: %
1992	398		
1993	415	17	4.27%
1994	446	31	7.47%
1995	475	29	6.50%
1996	513	38	8.00%
1997	544	31	6.04%
1998	575	31	5.70%
1999	599	24	4.17%
2000	620	21	3.51%
2001 Adopted (2000)	634	14	2.26%
2001 Current (2001)	646	12	1.89%
2002 Adopted (2001)	646	0	0.00%
Overall Change (1992-2002)		248	62.31%

Approved Positions - 2001 Current Year

Approval Date	Division	Position Title	Funding Source	FTE Count
February 20, 2001	Engineering	Staff Engineer	General (Sales Tax Projects)	1.00
"	"	Projects Inspector (Vacant)	General	1.00
"	City Clerk	Senior Secretary	General	1.00
May 1, 2001	Parks	Parks Landscape Architect	Parks Development	1.00
"	Urban Dev.	Urban Development Secretary	General	1.00
"	Env. Svcs.	Environmental Services Director	General (60%)	1.00
	"	"	Solid Waste (40%)	
"	Mayor's Adm.	Pubic Information Representative (Vacant)	General	1.00
"	Inspections	Property & Sign Inspector (Half-time)	General	0.50
June 5, 2001	Police	Police Officers (Vacant)	General (Grant)	2.00
"	"	Sergeant	General (Grant)	1.00
July 31, 2001	Airport	Airport Maintenance Worker III	Airport (FBO Revenue)	2.00
				12.50

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of November 20, 2001

FROM:

Name	Division	Department
Richard L. Watson	Police	Police

ACTION REQUIRED: Award contract to Motorola Inc in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt.Robinson Tower site and approve a change order to Phase I of the Radio project to allow the replacement of these repeaters, and a contingency of $10,000 to complete Phase I.

COST TO CITY:

$135,341.95	$2,146,939.00	Radio System Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5801.00	$1,895,276.00	Capital Improvements
Account Number	Funds Used To Date	Program Name
99019	$ 251,663.00	Sales Tax Capital Improvements 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:

Accounting Manager: Marsha Farthing Date: 11/1/01 Internal Auditor ___ Date ___

City Attorney Date: 11/2/01 ADA Coordinator ___ Date ___

Purchasing Officer ___ Date ___

STAFF RECOMMENDATION: Authorize Mayor and City Clerk to enter into contract with Motorola Inc for new repeaters, approve change order to the Radio Project Phase I, approve $10,000 contingency for the project.

Division Head: Kathy Stockhoff Date: 11-1-01

Department Director: Richard L. Watson Date: 11-1-01

Administrative Services Director Date: 11/8/01

Mayor: Dan Coody Date: 11/08/01

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

Staff Review Form
Page 2

Description:____

Comments: Reference Comments:

Budget Coordinator:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

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

DATE: November 1, 2001

SUBJECT: Radio System Upgrade – Change Order to Phase I.

As you know, we have been working on the radio replacement project for over a year now. As expected the Waste Water Treatment Plant (WWTP) has experienced coverage problems. A solution to this problem has been proposed to address their concerns. An 800 MHz conventional repeater will be installed at Mt. Robinson. The WWTP current radios will be reprogrammed with this conventional frequency. They will still be able to access the other city divisions on the same radio on an as needed basis.

A new concern is the age of the repeaters at the site located on Mt. Robinson which is now the backup radio site for the City of Fayetteville. These repeaters are over sixteen years old and parts are increasing difficult to find and we currently have on loan parts from a site in Tulsa, OK. We are recommending the City approve the attached contract from Motorola Inc. in the amount of $ 125,341.95. This amount includes a $30,000 trade-in allowance from Motorola and a $10,000.00 contingency for this part of the project. This trade-in is only good on orders shipped by December 31, 2001.

Three different types of repeaters are included in this proposal. One conventional 800 MHz repeater is included for the Waste Water Treatment Plant. Three Astro Mixed mode repeaters which will allow the Police Department to use the digital capabilities of their radios when on the backup site and two Analog repeaters.

The major benefits we expect are improved coverage for the WWTP radios, increased reliability of this site, and dependability of equipment. If we wish this site to be a viable backup, it is money well spent to purchase modern up-to-date equipment that can be easily maintained.

Communications Products Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 1301 E. Algonquin Rd., Schaumburg, IL 60196 and City of Fayetteville, ("Customer"), having a place of business at 100-A W. Rock, Fayetteville, AR 72701, enter into this Communications Products Agreement, pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Technical and Implementation Documents"
B-1	"List of Products" dated __10/17/01_____
B-2	"Statement of Work" dated _10/17/01____

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"ADR" means alternative dispute resolution.

"Agreement" means this document, the exhibits listed above, and any amendments to this Agreement.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the List of Products.

"FCC" means the Federal Communications Commission.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola owns.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Purchase Price" means the price for the Products or for additional Products as permitted by Section 3.4 of this Agreement, exclusive of any applicable sales or similar taxes and freight charges.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the design, form, functionality, or performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software provided it is then available. Each order must refer to this Agreement. The applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Unless otherwise expressly provided in this Agreement, the pricing and delivery terms will be Motorola's then published prices and standard delivery terms for such Equipment or Software, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 PAYMENT OF PURCHASE PRICE

5.1. PURCHASE PRICE. The Purchase Price in U.S. dollars is $______________________. Motorola will submit to Customer invoices for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

5.2. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Motorola and are included in the purchase price as indicated on Exhibit B-1. Title and risk of loss to the Equipment will pass to Customer upon receipt, except that title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry (including R-56) and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their intended purpose will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. For one (1) year from the date of shipment, Motorola warrants that the Equipment under normal use and service will operate in conformity with the manufacturer's published product specifications in all material respects and will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (vi) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vii) Equipment that has had the serial number removed or made illegible; (viii) batteries (because they carry their own separate limited warranty); (ix) freight costs to ship Equipment to the repair depot; (x) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (xi) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. Before the expiration of the warranty period, Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

10.1. SETTLEMENT PREFERRED. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding ADR.

10.2. LITIGATION. Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation shall then be submitted by either party to a court of competent jurisdiction in the state in which the Products are delivered. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

Section 11 DEFAULT AND TERMINATION

If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

Section 13 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

14.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

14.2.1. Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

Section 15 GENERAL

15.1. TAXES. The Purchase Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

15.3. SUBCONTRACTING. Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

15.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

15.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

15.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.7. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

15.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

15.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

City of Fayetteville	Motorola, Inc.
Attn: _Ms. Kathy Stocker______________	Attn: *Steve Kumrow*__________________
100-A W. Rock_____________________	_2212 W. Nashville St.______________
Fayetteville, AR 72701______________	_Broken Arrow, OK 74012_____________
fax: _____________________________	fax: _____________________________

15.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although

Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

15.13. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 3.6 and 3.7 (concerning Software licensing); Section 10 (Disputes); Section 13 (Limitation of Liability); 14.1 (Confidential Information); and 14.2 (Preservation of Motorola's Proprietary Rights).

The parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.	**Customer**
By: ______________________	By: ______________________
Name: ____________________	Name: ____________________
Title: _____________________	Title: _____________________
Date: _____________________	Date: _____________________

Exhibit A

Software License Agreement

Software License Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") or Printrak International, Incorporated, a Motorola company ("Printrak" or "Licensor"), and City of Fayetteville ("Licensee"), hereby enter into this Software License Agreement ("Agreement"). Motorola and Printrak are each authorized to execute this Agreement on behalf of the other. For good and valuable consideration, the parties agree as follows:

Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. All such software that is owned by Motorola or Printrak is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Motorola Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival or back-up purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Licensee must purchase a copy for each site at which Licensee uses Motorola's Radio Service Software (if applicable). Licensee may make one additional copy for each computer owned or controlled by Licensee at each such site. Upon written Motorola's request, Licensee must provide a written list of all sites where Licensee uses or intends to use Radio Service Software.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not to be disclosed to others. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 6 LIMITED WARRANTY

6.1. If the Software is provided pursuant to a Communications System Agreement, Printrak-Suncoast System Agreement, Communications Products Agreement, or Printrak-Suncoast Products Agreement between Licensor and Licensee, the warranty period for the Software shall commence as stated in such agreement and will continue for one (1) year except as otherwise provided in this Section. For all other transactions, the warranty period will commence upon shipment of the Software and will continue for 120 days. For Software that is owned by Suncoast Scientific Incorporated, a Motorola company; Printrak's Law Records Management System software products; and Printrak's Premier CAD SE™ software products, the warranty period for such Software shall commence as stated in the applicable agreement and will continue for 120 days. For Software that is application software, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the system. For Software owned by Printrak, whether such defect occurs will be determined solely with reference to the Documentation. For Software involving radio frequency systems and Products, the primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication; and the primary functionality of a data communication system is point-to-point data transmission. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.

6.3. Before the expiration of the applicable warranty period, Licensee must notify Licensor in writing if the Motorola Software does not conform to this warranty. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defect, replace the defective Software with the same or equivalent software, or refund the price of the defective Software or individual Product in which the Software is embedded or for which it was provided. Such action will be the full extent of Licensor's liability and Licensee's sole remedy for a breach of this warranty. If the investigation indicates the warranty claim is not valid, then Licensor may invoice Licensee for responding to the claim on a time and materials basis using Licensor's current labor rates.

6.4. THIS WARRANTY EXTENDS ONLY TO THE FIRST LICENSEE. SUBSEQUENT TRANSFEREES MUST ACCEPT THE SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 7 LIMITATION OF LIABILITY

EXCEPT FOR PERSONAL INJURY OR DEATH, LICENSOR'S TOTAL LIAIBLITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILTY IN TORT, OR OTHERWISE, WILL BE LIMITED TO LICENSEE'S DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PRICE FOR THE SOFTWARE, THE PRODUCTS PROVIDED BY LICENSOR IN WHICH THE SOFTWARE IS EMBEDDED OR INSTALLED, OR THE SERVICES SPECIFICALLY RELATED TO THE SOFTWARE WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SALE OR USE OF ANY SOFTWARE OR PRODUCTS. This Limitation of Liability provision will survive the termination of this Agreement. Licensee must bring any action under this Agreement within one (1) year after the cause of action arises.

Section 8 TRANSFERS

Licensee may not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software will begin when this Agreement is mutually executed by both parties and will continue in perpetuity unless terminated without notice by Licensor upon Licensee's breach of this Agreement. Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Upon termination of this Agreement, Licensor will be entitled to immediate injunctive relief. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal

Express, UPS, or DHL), and shall be effective upon receipt. Change of address must be in writing to the other party.

Licensee	Licensor
Attn: ____________________	Attn: ____________________
____________________	____________________
____________________	____________________

Section 11 GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

11.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the Unites States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

11.3. WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.4. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

11.5. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

11.6. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped.

11.7. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

Licensee	Licensor
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Exhibit B-1 List of Products

Qty	Description	Price
2	Quantar Repeater Station, Analog	
3	Quantar Repeater Station, Astro Mixed Mode	
2	52" Modular Equipment Rack Repeater Station Subtotal*	**$ 51,644.00**
1	Quantar Conventional Repeater Station, Analog with combiner expansion kit.	**$ 15,291.00**
2	Surge Protection for Quantar Rack	$ 1,530.00
1	AC Line Conditioner for Controller	$ 980.00
1	Data Broadcast Box for Astro Mixed Mode	$ 607.00
1	Astro Mixed Mode Central Site Controller board and spare, with codeplugs	$ 12,704.00
1	RF Cables for Quantar Stations	$ 2,103.00
	Site Support Equipment Subtotal	**$ 17,924.00**
	Equipment Total	**$ 84,859.00**
	Installation and Technical Support Services	$ 33,159.00
	Project Total	**$118,018.00**
	Freight	$ 1,142.00
	Tax (5.125 % + $ 75)	$ 6,181.95
	Grand Total	**$125,341.95**

Option :
Analog Operation instead of Astro Mixed Mode – deduct ($ 15,627.00)

*The proposal includes the trade-in of the City of Fayetteville's five (5) Micor repeater stations. Pricing reflects a $ 6,000 trade-in allowance per station. Orders must be shippable by December 31, 2001.

Exhibit B-2 Statement of Work

Project Overview

The proposed Micor replacement project includes the equipment, installation, and services to replace the City of Fayetteville's five (5) Micor trunked repeaters and add one (1) conventional repeater for OMI. The replacement trunked repeaters and new conventional repeater will be located at the City's Mt. Robinson radio site. The proposed replacement and new stations will be Quantar repeaters. The existing 5 trunked frequencies will be reused in replacement equipment. The frequency of 859.7375Mhz will be used for the new conventional repeater.

The City's existing trunked central controller will be retained. New cabling will be provided between the replacement repeaters and the central controller. New RF cabling will be provided between the five (5) replacement trunked repeaters and one (1) conventional repeater to the existing transmitter combiner and receiver multicoupler.

The replacement stations will not be factory staged. The installation service shop will be required to transport the stations from a central receiving location to the Mt. Robinson site.

The existing transmit and receive antenna systems will continue to be used. The five (5) replacement trunked repeaters and one (1) conventional repeater will be connected to the existing TXRX transmitter combiner and receiver multicoupler. Motorola will use one (1) of the available 3 prots on the existing Mdl-42-85-12 TXRX 8-port Multicoupler. The existing TXRX Transmit T-Pass combiner Mdl-73-87-02-05-60, is a 5 channel combiner. Motorola will install a single (1) channel expansion cavity to facility the conventional repeater addition to the transmit system. The new frequency to be used for this expansion is 859.7375Mhz. Due to the nature of the installation of the TXRX expansion kit to an older existing cavity style combiner, approximately 0.3 to 0.4dB of additional insertion loss is anticipated on channels one (860.2375Mhz) and two (859.2375Mhz). Since the anticipated additional loss on channels 1 and 2 is negligible, no coverage impact is expected however no coverage guarantee is included in this proposal. No outside antenna installation work is included with this project. No coverage guarantee for the convential repeater system is part of this proposal. Any existing issues with the site's antenna systems will not be corrected with this project.

The proposed project will include the following:

Exhibit B-2 Statement of Work

1. Five (5) Quantar trunked repeaters.
2. One (1) Quantar conventional repeater.
3. Transmit and Receive station to antenna system cabling
4. One (1) single channel cavity combiner expansion kit.
5. Equipment shipping and installation.
6. Interface to the existing MOSCAD Site Switching equipment.
7. System optimization.

MOTOROLA SYSTEM RESPONSIBILITIES (GENERAL)

Motorola will be responsible for the performance of all equipment provided by Motorola under this contract. The City of Fayetteville will assume responsibility for the performance of all other equipment necessary for completion of this project not provided by Motorola. Motorola's general responsibilities include the following:

- Provide an Account Manager as a primary point of contact.
- Provide a project implementation team to implement the City of Fayetteville's system as defined in this SOW.
- Schedule the system upgrades and cutover in agreement with the City of Fayetteville so as to minimize the downtime of the system and the impact to the City of Fayetteville.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safety work procedures for construction and installation.
- Install and optimize five (5) new trunked Quantar repeater stations at Mount Robinson
- Install and optimize one (1) new conventional Quantar repeater station at Mount Robinson
- Upgrade existing 6809 Controller at Mount Robinson
- Perform functional site test to include site switching between Mt. Robinson and Mt Sequoyah

Exhibit B-2 Statement of Work

CITY OF FAYETTEVILLE SYSTEM RESPONSIBILITIES (GENERAL)

The City of Fayetteville responsibilities include:

- Provide a designated project manager for system implementation.
- Host all project meetings.
- Supply primary commercial power, wiring, and cable terminations.
- Obtain all FCC, FAA, zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.
- Post the RF license for radio sites prior to testing.
- Provide temporary storage of all equipment shipped.
- Provide a City Electrician to support implementation of the Mount Robinson site equipment if required.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of November 20, 2001

FROM:

Ron Petrie	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

COST TO CITY:

$ 61,200.00	$ 61,200.00	Starr Drive Cost Share
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809-00	$ 0.00	
Account Number	Funds Used To Date	Program Name
97086-0040	$ 61,200.00	Sales Tax Capital Improv.
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	11/2/01		
Accounting Manager	Date	Internal Auditor	Date
D. J. Whitaker	11/2/01		
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of the cost share in the amount of $61,200.00 for the above described construction.

Jim Beavers	11-01-01	
Division Head	Date	Cross Reference
		New Item: Yes x No __
Department Director	Date	
	11/8/01	Prev Ord/Res #: ___
Administrative Services Director	Date	
Dan Coody	11/08/01	Orig Contract Date: ___
Mayor	Date	Orig Contract Number: ___

STAFF REVIEW FORM

Description Starr Drive Widening & Drainage Improvements Cost Share Meeting Date November 20, 2001

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

ENGINEERING DIVISION CORRESPONDENCE

TO:	Dan Coody, Mayor
THRU:	Greg Boettcher, Public Works Director Jim Beavers, City Engineer
FROM:	Ron Petrie, Staff Engineer
DATE:	November 1, 2001
SUBJECT:	Proposed Cost-Share in the amount of $61,200.00 with St. Joseph Catholic Church for the widening of Starr Drive to Local Street Standards.

The St. Joseph Catholic Church was approved at the September 11, 2000 Planning Commission Meeting to be located on Starr Drive to the south of Cherokee Drive. The Planning Commission required the following offsite improvements to Starr Drive be made as part of the development approval:

1. Adjacent to the site, the east side of Starr Drive will be widened to 14' with curb & gutter including the removal and replacement of the existing subgrade.
2. To the north of the site in the County, the street will be overlayed and widened to County Standards.
3. Purchase or obtain sufficient right-of-way for the above improvements.

The only portion of Starr Drive that will not be improved is the west side of the street opposite of the proposed site. Although this portion of the street was previously a chip & seal County Road, it is now located entirely within the City Limits. At this time, the street and the street subgrade is deteriorating at a rapid pace.

Therefore, upon the recommendation of the Engineering Division, the City is requested to cost-share with St. Joseph Catholic Church to widen the west side of the street in addition to the east side. These improvements will require the removal & replacement of approximately 450 L.F. of road surface & street subgrade, install curb & gutter, and install underground storm pipes to replace the open ditch.

Construction Costs to widen the west side of Starr Drive to Local Street Standards have been received from St. Joseph Catholic Church's Engineer. The following are actual contract bid prices for these improvements:

Mayor Dan Coody
November 1, 2001

Street Paving & Miscellaneous Improvements	$ 28,734.00
Drainage Improvements on the west side of Starr Drive	$ 18,304.00
Subgrade Replacement	$ 6,083.00
TOTAL CONSTRUCTION COSTS	$ 53,121.00
Engineering & Construction Inspection	$ 2,500.00
10%(+/-) Contingency	$ 5,579.00
COST OF POSSIBLE COST-SHARE	$ 61,200.00

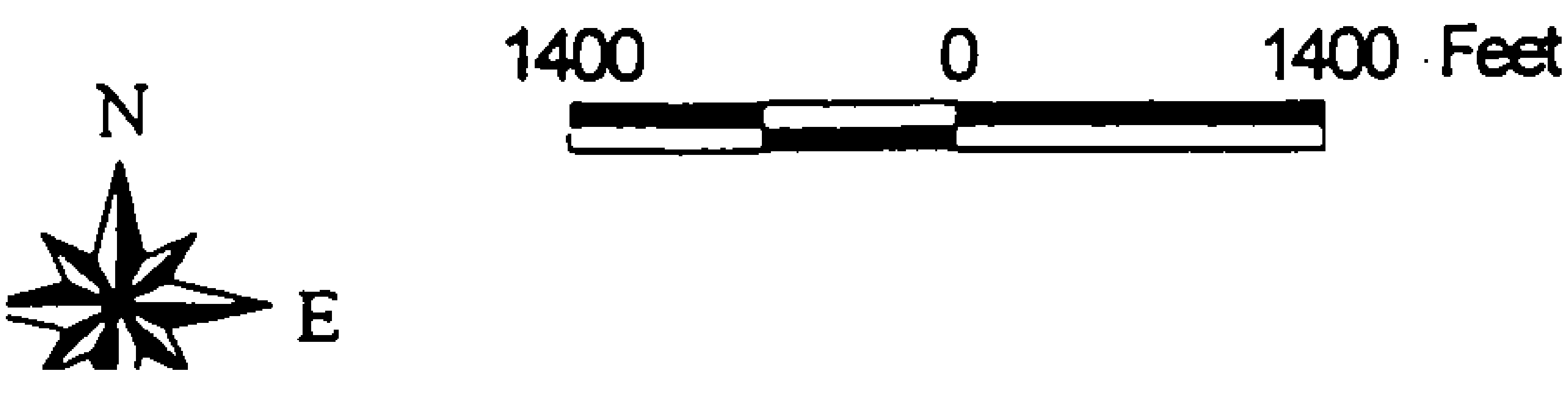
Based upon the information provided by the Budget & Research Division, a budget adjustment will be proposed at the November 6, 2001 City Council Meeting to accommodate this proposed project.

The final costs to the City will be based upon actual costs as documented by the St. Joseph Catholic Church subject to review by the City and may, or may not exceed the bid price. However, the City's share will not exceed $61,200.00 without additional authorization.

Enclosures:

Vicinity Map
Construction Drawing
Cost-Share Agreement
Bid Prices from Nabholz Construction Corporation
Purchase Requisition
Vendor Request Form

SD00-22.00 - St. Josephs Church - One Mile Diameter



AGREEMENT

This shall serve as a formal agreement between the St. Joseph Catholic Church and the City of Fayetteville in order for the City of Fayetteville to participate in a cost share to widen and improve Starr Drive to Local Street Standards.

The City agrees to pay the actual documented construction costs and Engineering Costs for the afore mentioned construction up to a maximum City cost of $61,200.00 as was bid by Nabholz Construction Corporation. St. Joseph Catholic Church agrees to provide the necessary and normal project management, inspection and testing as necessary for a complete and accepted street widening and appurtenances.

It is understood that the contract for construction is between the St. Joseph Catholic Church and their Contractor & Engineer and that the City has no contractual obligation with either the Contractor and Engineer. The City's only obligation shall be to participate in a cost share not-to-exceed amount of $61,200.00 maximum cost to the City.

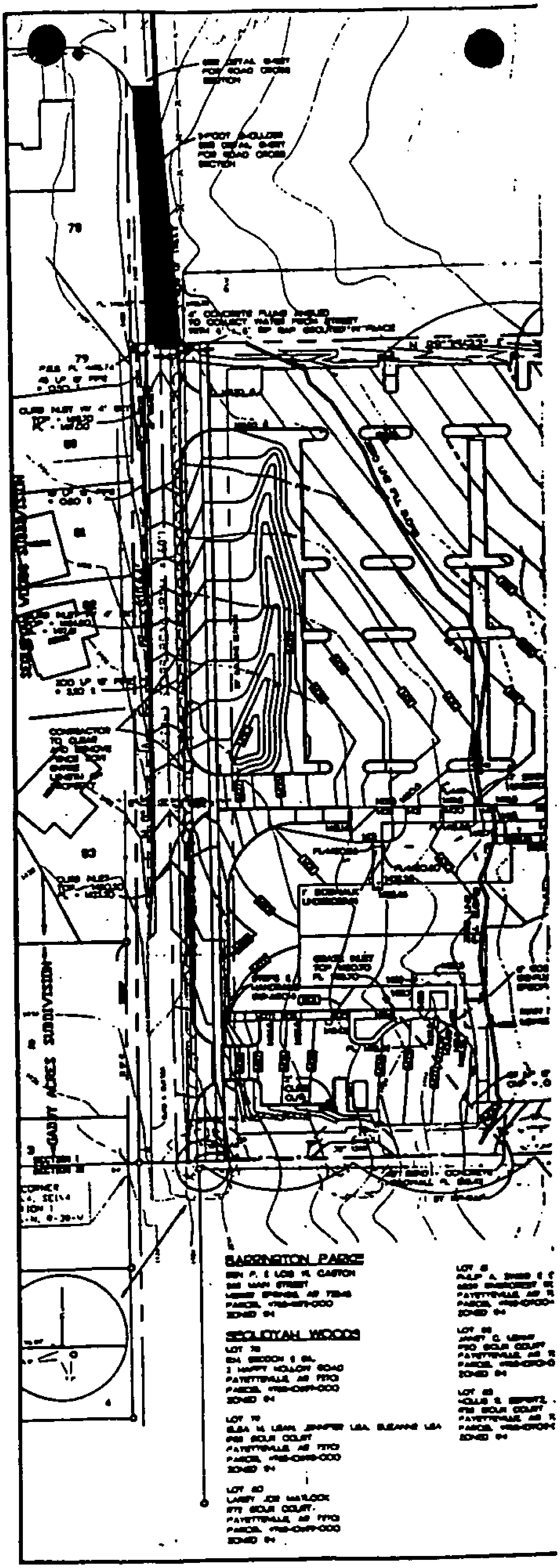
If the future and actual construction prices exceed the estimate furnished by your Engineer, then the cost-share agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction

It is further understood that upon acceptance of the water line extension, St. Joseph Catholic Church will provide, to the City, a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor. The City will strive to make payment to St. Joseph Catholic Church within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.

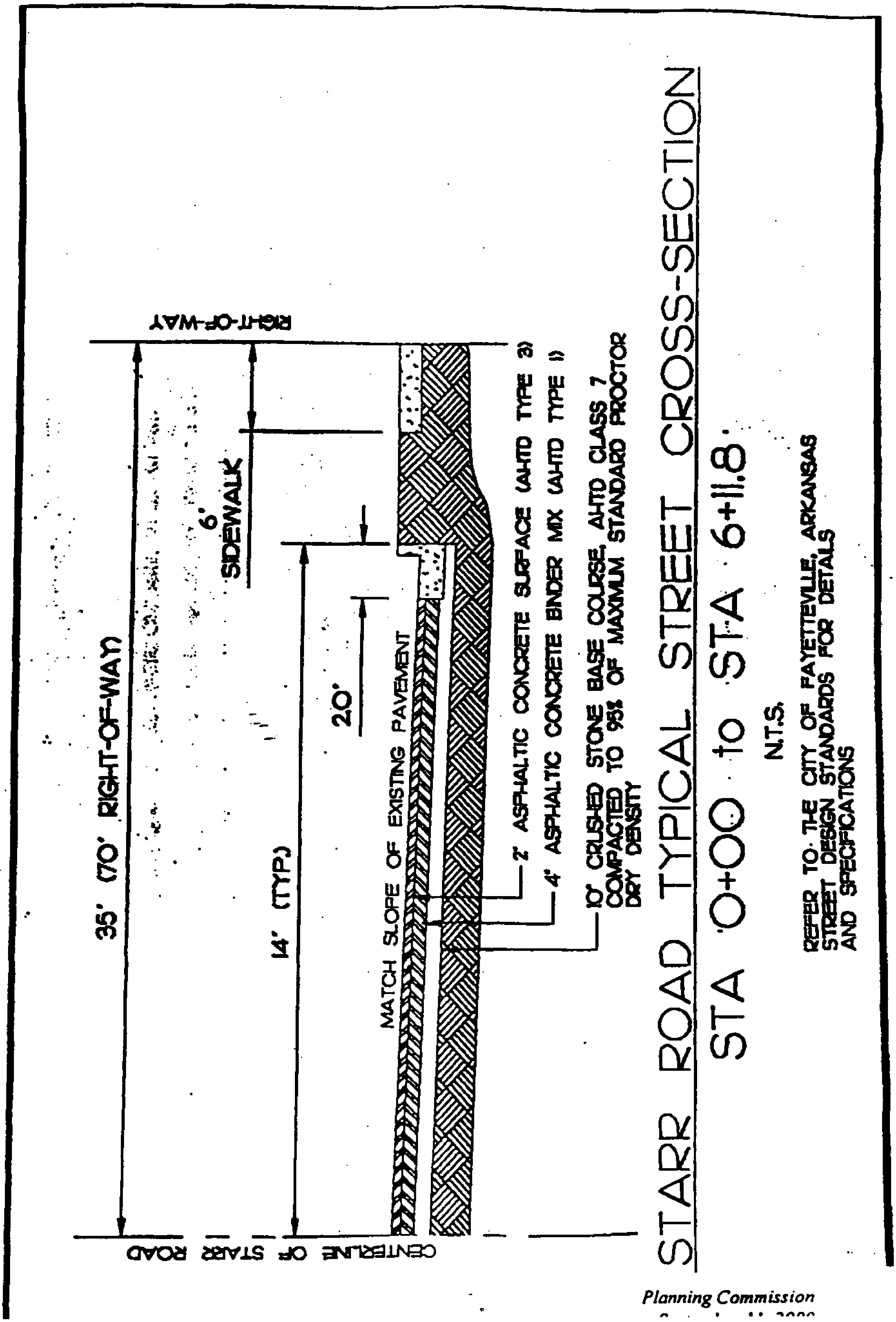
Please note that this is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by an authorized representative of your organization. Please do not proceed with the proposed construction unless/until the proposed cost share is approved by the Mayor and/or City Council and the signed agreement furnished to you.

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

Approved City of Fayetteville Dan Coody, Mayor	St. Joseph Catholic Church Representative
Date	Date



FMAN & FREDE PHONE NO. : 501 464 9748 Sep. 01 2000 09:16AM P5



Nabholz Construction Corporation
PO Box 277, Rogers, AR 72757
Phone 501-636-5380
Fax 501-631-0288

15-Oct-01

Mr. Ron Shelby
Hight.Jackson.Associates.PA
PO Box 745
Rogers, AR 72757

Re: St. Joseph's Catholic Church
Fayetteville, Arkansas
Job Number 021345
(LOA Letter of Approval 03C WEST SIDE ONLY
Starr Road Improvements per revised Civil Dwgs 8-16-01

Dear Ron:

Please review the attached: Spreadsheet breakdown and revised sketches.
This LOA represents an amount of $47,038 and a time extension in the amount of 0 calendar days.

This proposal is for written acceptance by the date of 19-Oct-01 and is subject to escalation thereafter.

Should you agree with the attached, please indicate your acceptance by signing below and returning to this office. Once signed, this document forms a direct part of the Contract.
Respectfully submitted,

Nabholz Construction Corporation

Steve L. Marshall
Project Manager, VP

Date: 10-15-01

Hight.Jackson.Associates.PA

Date: __________

St. Joseph's Catholic Church

Date: __________

cc: Randy Hall w/attachment
LOA File # 03C WEI w/attachment

LOA # 03C WEST SIDE ONLY

DATE: 15-Oct-01
TIME: 10:40 AM

LOA Description: Starr Road Improvements per revised 15-01
PROJECT NAME: St. Joseph's Catholic Church
PROJECT LOCATION: Fayetteville, Arkansas
ARCHITECT'S PROPOSAL DATE: ************************
ARCHITECT: Hight.Jackson.Associates.PA
EST.DURATION/months: 13
SQ.FT.BLDG: 46,500
BUILDERS RISK RATES: 0.8 $10,000 month

JOB #: 021346

NUMBER	ITEM DESCRIPTION	TOTAL	BLDG SQFT COST	% OF TOTAL
2000	DEMO AND SITE PREPARATION	3,500	0.08	7.44%
2000	STORM DRAINAGE	18,304	0.39	38.91%
2030	SEED/SOD	500	0.01	1.06%
2100	PAVING - WEST previous station 0+00 to 8+11.8	0	0.00	0.00%
2100	PAVING - WEST new station 0+00 to 8+11.8	17,126	0.37	36.41%
2640	CURB/GUTTER	4,050	0.09	8.61%
1400	TESTING	600	0.01	1.28%
		0	0.00	0.00%
		0	0.00	0.00%
			0.00	0.00%
			0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
	SUBTOTAL	44,060	0.95	93.71%
	SUBCONTRACT BONDS	0	0.00	0.21%
	SUBTOTAL	44,060	0.95	93.71%
	BUILDERS RISK INSURANCE	49	0.00	0.10%
	OWNER PROTECTIVE INSURANCE	38	0.00	0.08%
	GENERAL LIABILITY INSURANCE	148	0.00	0.31%
	SUBTOTAL	44,313	0.96	94.21%
	PERF & PAYMNT BOND PREMIUM	423	0.01	0.90%
			0.00	
	SUBTOTAL	44,736	0.96	95.11%
	Fee excluding Subcontracted Work	96	0.00	0.21%
	Fee on Subcontracted Work	2,204	0.05	4.69%
	Fee on omitted work	0	0.00	-0.00%
	TOTAL BID COST	$47,036	1.01	100.00%

Nabholz Construction Corporation
PO Box 277, Rogers, AR 72757
Phone 501-636-5380
Fax 501-631-0290

15-Oct-01

Mr. Ron Shelby
Hight.Jackson.Associates.PA
PO Box 745
Rogers, AR 72757

Re: St. Joseph's Catholic Church
Fayetteville, Arkansas
Job Number 021345
(LOA Letter of Approval 03 U
Undercut Add to 3B AND/OR 3C, as required

Dear Ron:

Please review the attached: Spreadsheet breakdown and revised sketches.
This LOA represents an amount of $6,063 and a time extension in the amount of 0 calendar days.

This proposal is for written acceptance by the date of 19-Oct-01 and is subject to escalation thereafter.

Should you agree with the attached, please indicate your acceptance by signing below and returning to this office. Once signed, this document forms a direct part of the Contract.
Respectfully submitted,

Nabholz Construction Corporation

Steve L. Marshall
Project Manager, VP

Date: 10 15 01

Hight.Jackson.Associates.PA

Date:

St. Joseph's Catholic Church

Date:

cc: Randy Hall w/attachment
LOA File # 03 U w/attachment

DATE:
16-Oct-01
TIME:
11:29 AM

LOA # 03 U
LOA Description Undercut Add to 3B AND/OR 3C, as
PROJECT NAME: St. Joseph's Catholic Church
PROJECT LOCATION: Fayetteville, Arkansas
ARCHITECT'S PROPOSAL DATE
ARCHITECT: Hight.Jackson.Associates.PA
EST.DURATION/months: 13
SQ.FT.BLDG: 46,600
BUILDERS RISK RATES: 0.8 $10,000 month

JOB #: 021345

NUMBER	ITEM DESCRIPTION	TOTAL	BLDG SQFT COST	% OF TOTAL
2000	24" UNDERCUT - IF REQUIRED	5,400	0.12	88.78%
1400	TESTING	300	0.01	4.93%
		0	0.00	0.00%
		0	0.00	0.00%
		0	0.00	0.00%
		0	0.00	0.00%
		0	0.00	0.00%
		0	0.00	0.00%
		0	0.00	0.00%
			0.00	0.00%
			0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%
0	0	0	0.00	0.00%

SUBTOTAL	5,700	0.12	93.71%
SUBCONTRACT BONDS	0	0.00	0.21%
SUBTOTAL	5,700	0.12	93.71%
BUILDERS RISK INSURANCE	6	0.00	0.10%
OWNER PROTECTIVE INSURANCE	5	0.00	0.08%
GENERAL LIABILITY INSURANCE	19	0.00	0.31%
SUBTOTAL	5,730	0.12	94.20%
PERF & PAYMNT BOND PREMIUM	55	0.00	0.90%
		0.00	
SUBTOTAL	5,785	0.12	95.10%
Fee excluding Subcontracted Work	13	0.00	0.21%
Fee on Subcontracted Work	285	0.01	4.69%
Fee on omitted work	0	0.00	-0.00%
TOTAL BID COST	6,083	0.13	100.00%

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

P.O. Number:

Expected Delivery Date: 11-02-01 ASAP

Vendor #: New

Vendor Name: St. Joseph Catholic Church - Paul Warren

Mail: Yes ___ No X

Address: 321 E. Lafayette Street

FOB Point:

Taxable: Yes ___ No ___

City: Fayetteville

State: AR

Zip: 72701

Ship To Code: 090

Division Head Approval:

Requester: Ron Petrie

*Requester's Employee#: 1461

Extension: 418

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Cost-Share for Starr Drive Street and Drainage Improvements				61,200	4470-9470-5809.00	97086-40		
	SHIPPING/HANDLING								

Special Instructions: Please return PO to Engineering

Subtotal: $61,200

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor: ____________

Department Director: ____________

Purchasing Manager: ____________

Admin. Services Director: ____________

Budget Coordinator: ____________

Data Processing Mgr: ____________

[illegible]

REQUEST FOR VENDOR FILE MAINTENANCE

(CHECK ALL AVAILABLE RESOURCES, VENDOR LIST, ACCESS SYSTEM PRIOR TO SUBMISSION OF THIS REQUEST)

TE OF REQUEST: 11-02-01 REQUESTED BY: Mary Alice Berry

PT/DIVISION: PW/Engr. EFFECTIVE DATE: ASAP

EPHONE EXTENSION: 206

N VENDOR: X VENDOR CHANGE: ______ VENDOR RE-ENTRY: ______

VENDOR #: ______ VENDOR #: ______

NDOR NAME: St. Joseph's Catholic Church

EET OR P.O. BOX: 321 E. Lafayette Street

Y: Fayetteville STATE: AR ZIP CODE: 72701

N: Paul Warren PHONE: 442-0890

IITTANCE ADDRESS IF DIFFERENCE FROM ABOVE:

NAME: ______

ADDRESS: ______

CITY, ST, ZIP: ______

FEDERAL ID NUMBER: ______
OR
CIAL SECURITY NUMBER: ______

TYPE OF ORGANIZATION

CORPORATION	(100):	
PARTNERSHIP	(200):	
INDIVIDUAL	(300):	
EMPLOYEE	(400):	
PENSION	(500):	
RECIPIENT	(600):	
NON-PROFIT	(700):	X

PURCHASING OFFICE USE ONLY

NEW VENDOR: ______ ENTERED BY: ______

ENDOR CHANGES: ______ DATE: ______

NDOR RE-ENTRY: ______ G. L FILE: ______

-9 FORM MAILED: ______ INVENTORY FILE: ______

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of **November 20, 2001**.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ~~ordinance~~ resolution for ADM 01-42.00 as submitted by the Planning Division on behalf of the City of Fayetteville. The request is to amend the Planning Area Boundary.

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
City Attorney	Date 11/6/01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on October 22, 2001 the Fayetteville Planning Commission voted 8-0-0 for approval.

Division Head	Date 11-2-01
Department Director	Date 11-06-01
Administrative Services Director	Date 11/7/01
Mayor	Date 11/08/01

Cross Reference

New Item: **Yes**

Prev Ord/Res #: ___

Orig Contract Date: ___

Orig Contract Number: ___

RESOLUTION NO. ______

A RESOLUTION ADOPTING THE REVISED PLANNING AREA BOUNDARY MAP AND LEGAL DESCRIPTION FOR THE CITY OF FAYETTEVILLE, ARKANSAS DEPICTING THE TERRITORIAL JURISDICTION OF THE FAYETTEVILLE PLANNING COMMISSION AS AUTHORIZED UNDER ARK. CODE ANN. §14-56-413.

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

Section 1. That the City Council hereby adopts the revised Planning Area Boundary Map and legal description for the City of Fayetteville, Arkansas depicting the territorial jurisdiction of the Fayetteville Planning Commission as authorized under Ark. Code Ann. §14-56-413 and designated by the Planning Commission on October 22, 2001. A copy of the Planning Area Boundary Map and legal description marked Exhibit "A" is attached hereto and made a part hereof.

PASSED AND APPROVED this ______ day of ________________, 2001.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
HEATHER WOODRUFF, City Clerk

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: Tim Conklin, City Planner
DATE: October 18, 2001
SUBJECT: Update to the Planning Area Boundary Map to Remove Conflicts with Greenland and Farmington

STAFF RECOMMENDATION:

Staff recommends adoption of the revised Planning Area Boundary.

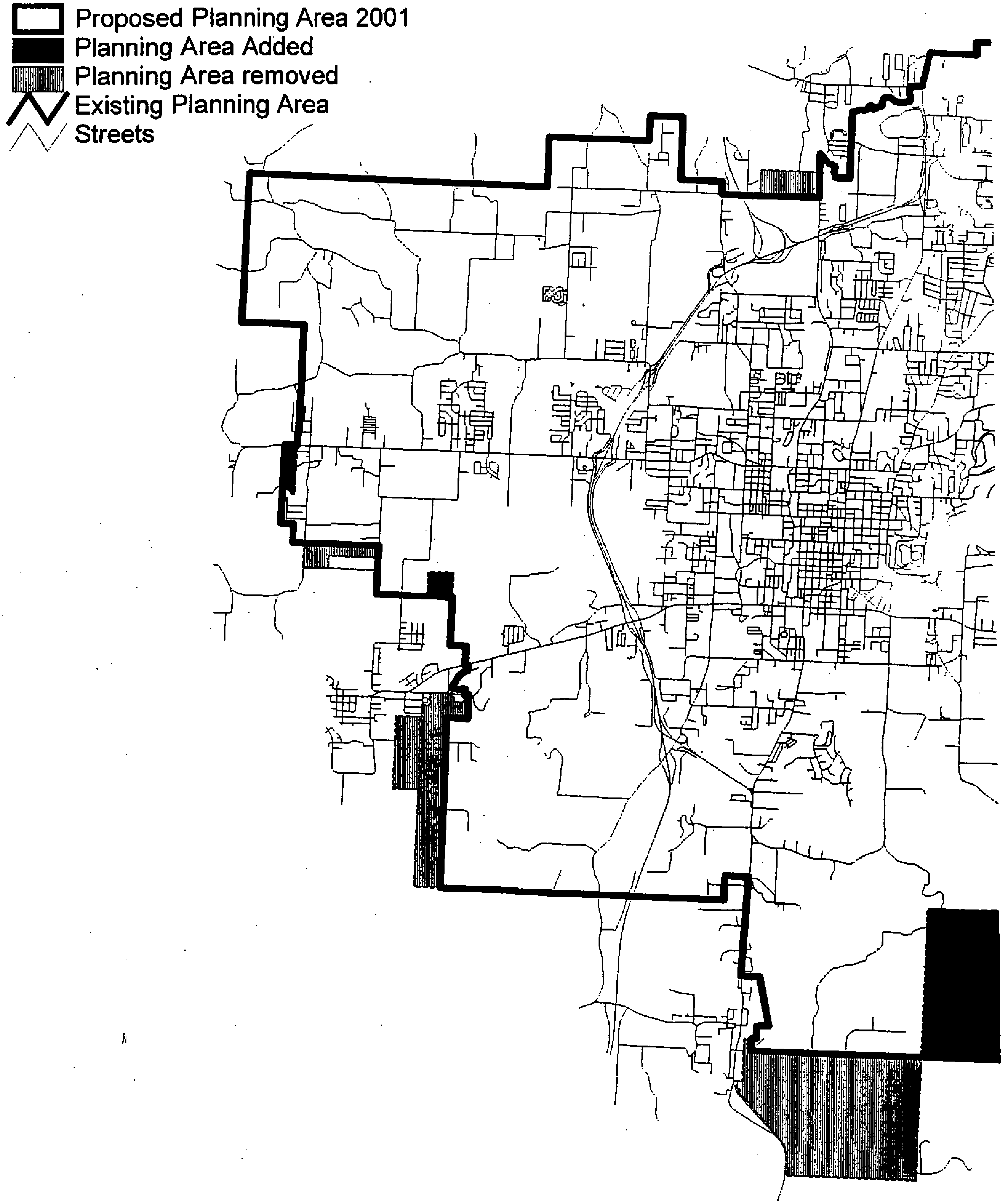
BACKGROUND:

In June of 2000, the Planning Division updated the Planning Area Boundary to reflect revisions due to changes in the City Limits for Fayetteville, Farmington, and Springdale. The 2000 update didn't include resolving the conflicts with Farmington and Greenland. The Northwest Arkansas Regional Planning Commission has been meeting with officials from each City to resolve these conflicts over the past six months.

The proposed Planning Area Boundary will result in a slightly smaller area and will incorporate Lake Wilson and surrounding areas and a small area west of Double Springs Road, south of Wedington Drive. The Fayetteville Planning Area will be reduced in four areas to resolve conflicts in Greenland's and Farmington's Planning Area and the City of Johnson.

The current Planning Area Boundary is 57.86 miles long and has an area of 55,142 acres or 86.16 square miles (45.08 sq. miles inside Fayetteville City Limits, 41.08 sq. miles planning area outside City Limits).

The Proposed Planning Area Boundary is 53.5 miles long and has an area of 54,342 acres or 84.9 square miles (45.08 sq. miles inside Fayetteville City Limits, 39.82 sq. miles planning area outside City Limits). A new legal description is being drafted by the Information Technology Division to incorporate these changes.


Proposed Planning Area 2001
Planning Area Added
Planning Area removed
Existing Planning Area
Streets

The City of Fayetteville Planning Area
October 22, 2001

Legal Description:

All of Township 16 North, Range 30 West, part of Township 17 North, Range 29 West, part of Township 17 North, Range 30 West, part of Township 17 North, Range 31 West, part of Township 16 North, Range 29 West, part of Township 16 North, Range 31 West, and part of Township 15 North, Range 30 West, and being more particularly described as follows: Beginning at the NW Corner of Section 29, T-17-N, R-30-W, thence along the following bearings and distances:

BEARING	DIST IN FT	DESCRIPTION
S87-30-07E	2653.76	From the NW Corner, 29-17-30
S87-46-28E	1326.58	
S87-46-28E	1326.58	To the NE Corner, 29-17-30
N02-11-14E	1310.05	
S87-47-49E	1350.38	
S87-06-53E	409.64	
S02-11-29W	1324.11	
S02-11-07W	1969.61	
S86-55-00E	2178.69	
S01-56-58W	336.92	
S01-56-58W	330.10	
S86-45-31E	1377.97	
S88-21-03E	598.80	
S88-21-03E	678.17	
S88-21-03E	1303.77	
S86-50-31E	1081.54	
N01-33-42E	1342.89	
N01-37-19E	999.65	
S35-24-51E	114.02	
S45-35-57E	122.01	
S38-29-39E	168.06	
S31-23-27E	51.61	
S40-59-09E	195.04	
S65-47-31E	311.02	
S79-41-14E	50.59	
S26-03-51E	99.20	
S18-49-43W	124.25	
S14-29-41W	107.97	
S08-45-08W	22.92	
S14-56-30E	27.05	
S35-57-41E	43.05	
S26-02-54E	33.91	
S08-16-54E	176.19	
S04-23-57W	21.47	
S86-47-38E	742.20	
N02-12-09E	220.53	
N02-29-06E	1319.99	To the SW Corner, 23-17-30
N02-29-06E	1310.63	
N02-29-06E	630.74	
N75-44-27E	62.42	
N72-26-47E	124.80	

N72-56-14E	125.37
N81-17-40E	107.39
S87-30-44E	59.12
S77-14-14E	65.83
S88-50-23E	126.72
N69-27-27E	21.94
N55-43-54E	45.58
N45-10-01E	76.38
N43-04-59E	81.46
N28-58-08E	29.87
N35-02-36E	79.46
N71-16-15E	32.90
S88-52-59E	57.04
S76-26-19E	33.20
S34-16-03E	31.62
S09-28-05E	20.29
S25-59-25W	24.13
S31-46-36W	27.47
S02-51-55W	22.27
S08-08-12E	23.59
S30-05-09E	24.42
S53-24-44E	24.25
S84-53-09E	37.43
N80-27-08E	40.23
N79-49-55E	44.09
N78-25-56E	47.14
N58-51-31E	55.91
N57-10-41E	155.93
N66-33-18E	32.14
N86-18-42E	17.29
S88-34-09E	22.26
N81-09-53E	25.34
N73-30-21E	15.67
N66-30-57E	13.95
N40-15-20E	18.94
N10-09-36E	32.48
N06-48-30E	103.26
N11-25-26E	59.00
N14-32-46E	117.42
N11-09-03E	37.41
N17-06-47E	37.82
N49-25-08E	46.16
N64-19-37E	48.77
N77-50-13E	58.06
S86-29-40E	145.50
S81-09-24E	94.04
S71-25-37E	66.86
S49-00-19E	199.20
S44-40-07E	64.11
S80-32-39E	77.85
S69-16-47E	86.44
S84-09-37E	185.81
N85-34-25E	69.64
N85-19-45E	139.42
N80-25-56E	147.12
N68-34-19E	105.38
N00-41-01W	759.95

N88-06-22E	390.34	
N88-28-05E	275.63	
S07-53-18W	76.76	
S09-00-16W	62.29	
S10-00-16W	62.29	
S11-00-16W	62.29	
S12-00-16W	62.29	
S13-00-16W	62.29	
S14-00-16W	62.29	
N14-30-16E	1152.80	
N14-00-16E	24.57	
N13-00-16E	24.57	
N12-00-16E	24.57	
N11-00-16E	24.57	
N10-00-16E	24.57	
N09-00-16E	24.57	
N08-00-16E	24.57	
N06-34-24E	45.75	
S87-21-44E	1326.75	To the NE Corner, 23-17-30
S87-21-44E	1315.74	
N02-24-38E	660.00	
S87-21-44E	154.26	
S87-57-37E	1162.23	
S02-28-26W	129.21	
N72-00-19E	1406.39	
N02-23-55E	276.19	
N01-52-02E	1352.43	
N02-23-46E	1306.96	
S87-06-01E	1303.74	
S02-29-12W	17.19	
S87-51-20E	1357.37	
S87-51-20E	1320.00	To the NE Corner, SE/4-NW/4, 18-17-29
S02-51-19W	1327.04	
N87-31-54W	1320.00	
S02-47-57W	1321.35	
S87-31-54E	660.00	
N02-47-26E	425.03	
N75-54-09E	194.96	
N44-38-26E	142.97	
N26-58-34E	117.30	
S02-47-27W	693.31	
S87-31-54E	335.97	
S02-44-57W	330.00	
S87-31-54E	1320.74	
S87-33-02E	1315.15	
S87-35-42E	330.05	
N02-25-05E	330.00	
S87-35-42E	999.02	
S87-35-42E	1329.02	
S87-02-23E	1312.46	
S87-12-13E	1323.74	
S87-21-28E	1338.10	
S87-21-28E	1318.61	
S86-16-00E	1307.13	
S87-00-19E	1286.72	
S02-29-34W	1300.09	To the NE Corner, 21-17-29
S02-30-55W	1317.54	

S02-30-55W	1301.16	
S02-30-55W	1306.17	
S02-30-55W	1306.17	To the SE Corner, 21-17-29
S02-16-48W	1322.60	
S02-16-48W	1317.75	
S02-24-54W	1308.26	
S02-24-57W	1334.54	To the NE Corner, 33-17-29
S02-03-02W	1330.95	
S02-03-02W	1329.49	
S02-25-00W	1282.33	
S02-25-00W	1319.99	To the SE Corner, 33-17-29
S87-30-05E	333.21	To the NE Corner, 5-16-29
S03-43-14W	1322.76	
S02-44-53W	1364.92	
S02-44-53W	1357.83	To the SE Corner, 5-16-29
S02-40-04W	1325.73	
S02-40-03W	1299.67	
S01-45-49W	1326.40	
S02-51-00W	660.00	
S87-08-19E	331.71	
S43-23-22E	917.26	
S43-11-17E	463.12	
S59-40-01E	739.00	
S22-59-13E	747.54	
S22-59-11E	781.01	
S47-30-37W	461.25	
S02-27-46W	329.72	
S28-53-57W	591.62	
S16-52-22W	1176.06	
S86-13-21E	877.64	
N03-42-23E	375.37	
S87-37-15E	1306.22	
S87-07-22E	330.99	
S42-23-32E	465.11	
S02-58-31W	654.67	
S42-23-29E	464.98	
S87-08-20E	330.68	To the SE Corner, 16-16-29
S41-39-26E	944.71	
S24-04-01E	733.96	
S42-07-06E	468.35	
N02-38-44E	332.16	
S87-17-19E	1319.24	
S02-39-35W	663.35	
S65-27-02E	1776.73	
S87-22-23E	989.18	
S87-28-18E	1318.87	
S02-27-23W	1321.98	
N87-30-25W	331.04	
S23-44-51E	736.94	
S87-31-28E	657.77	
S42-14-52E	464.94	
S47-28-00W	933.28	
N87-30-57W	329.22	
N42-25-05W	1709.09	
N87-30-25W	110.00	
S02-39-41W	220.00	
N60-48-31W	1473.58	

N87-27-27W	1318.60	
N87-27-27W	659.30	
S02-39-06W	331.92	
N87-28-43W	1176.74	
S02-37-53W	832.08	
N78-01-46W	531.46	
N77-32-44W	31.24	
S36-58-29W	192.39	
S42-35-51W	214.16	
S02-51-25W	1010.48	
S65-41-05W	1000.97	
S47-51-25W	614.00	
N86-31-40W	331.19	
S48-14-05W	263.41	
S15-44-18W	227.79	
S50-32-46W	158.05	
S77-28-45W	198.55	
N75-28-29W	200.23	
S82-18-32W	268.03	
S72-07-57W	233.82	
S30-16-23W	199.36	
S05-42-52W	504.69	
S10-00-52E	247.69	
S22-45-52E	241.18	
S05-04-59E	324.11	
S25-06-18W	186.58	
S46-59-38W	181.10	
S23-38-36W	231.16	
S12-06-09W	252.67	
S17-36-12E	189.77	
S41-40-56E	312.83	
N86-31-35W	1139.23	
N86-31-35W	1322.15	To the SW Corner, 28-16-29
N87-17-59W	1314.40	
N87-17-59W	1314.40	
N87-17-59W	1314.40	
N87-17-59W	1314.40	To the SW Corner, 29-16-29
N87-17-59W	1320.00	
N87-17-59W	1320.00	
N87-17-59W	1320.00	
N87-18-49W	1072.66	To the SW Corner, 30-16-29
S02-53-56W	2639.76	
S02-53-56W	1319.83	
S02-09-54W	1312.74	To the SE Corner, 36-16-30
N86-49-50W	1320.01	
N86-49-50W	1320.01	
N86-49-50W	1320.01	
N86-49-53W	1304.75	To the NE Corner, 2-15-30
S02-49-59W	1331.99	
S02-49-59W	1331.99	
S02-49-59W	1331.99	
S02-49-59W	1331.99	
S02-55-10W	1314.50	
S02-55-10W	1314.50	To the SE Corner, NE/4, 11-15-30
N87-11-38W	1320.00	
N87-11-38W	1320.00	
N87-11-38W	1320.00	

N87-11-38W	1320.00	
N87-11-38W	1318.45	
N87-11-38W	1318.45	
N87-11-38W	1318.45	
N87-11-38W	1318.45	To the SW Corner, NW/4, 10-15-30
N87-08-43W	1314.82	
N87-09-11W	403.05	
N87-08-40W	911.76	
N87-08-40W	891.00	
N02-40-41E	659.60	
S87-08-40E	240.00	
N02-40-41E	659.60	
S87-08-40E	121.00	
N02-40-41E	25.00	
S87-08-40E	491.23	
N10-16-08W	1266.79	
N09-38-28W	739.68	
N86-33-20W	7.55	
N09-42-26W	676.00	
N87-10-29W	954.76	
N04-29-56E	169.59	
N85-30-04W	10.00	
N04-29-56E	75.00	
S85-30-04E	10.00	
N02-45-25E	164.48	
N07-21-41E	100.12	
N04-29-56E	780.00	
N04-29-56E	220.00	
N02-35-23E	300.17	
N04-29-56E	100.00	
N10-11-40E	76.58	
N03-50-00E	223.82	
N07-21-41E	100.12	
N04-35-35E	2172.65	
N85-24-09W	10.00	
N04-35-51E	831.01	
N87-03-49W	1230.45	
S03-00-37W	1316.28	To the SE Corner, 32-16-30
N87-11-13W	1273.06	
N87-11-13W	46.88	
N87-11-13W	659.97	
N87-11-13W	659.97	
N87-13-35W	1319.02	
N87-13-35W	1319.02	
N87-13-36W	2630.55	
N87-13-36W	3020.71	To the SW Corner, 31-16-30
N01-53-32E	56.87	To the SE Corner, 36-16-31
N87-50-20W	3957.63	
N02-02-10E	2640.00	
N02-02-10E	1320.00	
N02-25-04E	1322.61	
N01-57-34E	1320.47	
N01-57-34E	1320.47	
N02-13-16E	1327.40	
S87-07-43E	1086.78	
N02-08-07E	811.42	
N02-08-07E	510.00	

N87-14-59W	214.58	
N02-45-01E	302.00	
N87-48-59W	148.50	
S73-59-01W	198.00	
N68-42-59W	179.00	
N76-39-59W	195.68	
N35-37-18E	95.19	
N33-05-50E	90.11	
N31-52-05E	150.54	
N30-17-30E	66.02	
N27-08-21E	66.02	
N25-33-46E	107.83	
N28-16-44E	50.23	
N33-42-39E	50.23	
N36-25-37E	58.79	
N39-02-20E	60.16	
N44-22-48E	62.85	
N49-54-34E	64.49	
N52-42-35E	139.35	
N59-13-38E	89.67	
N74-32-42E	137.84	
N02-35-07E	337.76	
S76-04-07W	138.20	
N01-58-07E	1062.48	
N87-38-11W	814.91	
N02-01-17E	1314.19	
N02-14-49E	1347.76	
N87-48-17W	1321.64	To the NW Corner, 24-16-31
N87-44-17W	1322.68	
N87-44-17W	1322.68	
N02-35-16E	1327.39	
N02-35-16E	1327.39	
N87-53-12W	1322.62	
N87-53-12W	1322.62	To the SE Corner, NE/4, 15-16-31
N87-49-37W	1327.01	
N87-50-21W	619.11	
N02-30-45E	1023.83	
N87-50-00W	700.00	
N02-38-08E	1616.30	
N02-04-40E	1319.96	
N02-51-17E	1322.43	
S88-13-33E	660.55	
N02-25-02E	665.07	
S87-47-10E	39.11	
N02-29-48E	1970.96	
N02-20-44E	1333.35	
N02-21-26E	1315.29	
N03-47-46E	1174.66	
N87-20-56W	708.43	
N87-20-56W	1339.56	
N88-27-20W	1327.52	To the SW Corner, 35-17-31
N03-37-57E	1353.55	
N02-25-57E	1340.91	
N02-25-57E	2633.65	
N02-50-36E	2599.89	To the NW Corner, SW/4, 26-17-31
S87-20-33E	1291.43	
S87-20-33E	1351.57	

S87-20-33E	1321.50	
S87-20-33E	1321.50	
S87-20-33E	1315.85	
S87-20-33E	1333.47	
S87-12-37E	1304.52	
S87-28-29E	1342.16	
S87-24-09E	1304.96	
S87-24-23E	1318.21	
S87-30-07E	1313.89	
S86-54-46E	1319.38	
N02-08-04E	1325.74	
N02-07-22E	1306.93	To the Point of Beginnning

Containing 54,342.69 acres, more or less, or 84.91 sq. miles.
Area inside City Limits = 28,926.17 acres or 45.20 sq. miles.

ADM 01-42.00: Administrative Item (City of Fayetteville Planning Area) was submitted by the Planning Division on behalf of the City of Fayetteville. The request is to amend the Planning Area Boundary.

Estes: The next item on our agenda is item number 7, this is an administrative item, it was submitted by the Planning Division on behalf of the City of Fayetteville. The request is to amend the Planning Area Boundary. Dawn, do you have a presentation that you would like to make on behalf of the Planning Division?

Warrick: I will start off by telling you that in June, 2000 the Planning Division brought to the Commission an update to the city's Planning Area Boundaries. What that was mainly meant to do was to incorporate and to accommodate changes to the city limits of Fayetteville, Farmington and Springdale as we had all done various annexations prior to that date, they had not been reflected on our Planning Area Boundary. What the revision in June of 2000 did not do was resolve certain conflicts where Fayetteville as well as other jurisdictions had both claimed certain areas within their planning area boundaries. After that was adopted, the Northwest Arkansas Regional Planning Commission stepped up and volunteered to work out those areas of overlap between the various jurisdictions with regard to their planning area boundaries. This evening the Director of the Planning Commission, Jeff Hawkins and one of their planners, John McClarty, are both here to talk to you about what they did to resolve those conflicts and what we are presenting to you this evening is an amended planning area boundary, our GIS division has created a written legal description that matches it. There are five or six changes, some where we are taking in additional land and some where we are giving up some properties that were originally within the City of Fayetteville's planning area. Basically the differences are highlighted in your staff report on page 7.1. The current planning area boundary is 57.86 miles long and contains an area of 55,142 acres which is 86 square miles approximately. Of that 86, 45 is within the city limits of Fayetteville and 41 is within the planning area outside the city limits. That is what we have right now. The proposal this evening is to modify that planning boundary and the effect would be a 53.5 mile long planning area boundary which contains 54,342 acres, 84.9 square miles. Of that again, 45.8 within the city limits and a reduction to a total of 39.82 square miles within the planning area outside the city limits. I will ask either Jeff or John to present the documentation on that.

Hawkins: I'm Jeff Hawkins, I'm the Director of Northwest Arkansas Regional Planning. John has worked on this since before I came to work here. I would like to ask John if he could go over with you the deliberation that he has had with Farmington and Greenland and with your staff.

McClarty: I will kind of explain the process we went through and then if you have any questions you can ask me and our Director here is probably more familiar with some of the legal implications of the planning jurisdictions and territorial jurisdictions. If we get into that level of discussion I might defer to him a little bit. Basically we did have planning area overlaps between Fayetteville, Farmington and Greenland. At the request of really all three cities it was a problem for developers and property owners who had a piece of land that was claimed by both cities as their planning area and they wouldn't know who to go to for a subdivision or a lot split or sometimes they would go to both or neither, it has been confusing for evidently several years. What we did was get the planning areas, we established the areas of overlap and then I went to Tim Conklin and then Jackie Yarbrough of Farmington and Lonnie Meadows of Greenland and we just kind of hammered out what made sense. This map you are seeing here is kind of a reduced version. We took every area of overlap and blew it up on a bigger map. One of the things that we tried to do was we divided the areas of overlap up into either section lines or half sections or in some places it got so minute we were down to quarter, quarter sections. We just had all the parties look and some of it was pretty self evident if a quarter section was contiguous to one city and not the other then we would assign that to the city it was contiguous to and vice versa. Most of it divvied up pretty easily. What you see here, hopefully, I gave three maps to Tim, so I'm hoping that those that were interested really looked at the map closely. From your vantage point there it is hard to see what we've accomplished. I can just show you, these areas right here, a classic example is this right here in Farmington and Greenland both claimed that area. We just tried to take a section line a quarter section and divided it right down the middle. There was a lot of cleaning up. Farmington had some planning areas in their description, some areas that they wanted annexed. This map is just kind of the simple version, the red line is what Fayetteville had and the green is what we are proposing to you. The reason we want to show there is no conflict, this just basically shows Fayetteville losing ground on the planning area but the Greenland map looks the same and the Farmington map looks the same because they are all giving up half of the overlap area. Some of the major differences though is that Greenland had planning area way over here around Lake Wilson so that wasn't a 50/50 split, they just basically gave all that up and then Fayetteville is taking in a big chunk here around Lake Wilson because you have a park over there and it was never in your planning area. We just kind of looked at it as what made sense and one of the rules of thumb is to try to stick with sections and quarter sections so when somebody goes down to figure out what planning area they are in that their legal description will tell them whose planning jurisdiction they are in. The rule of thumb of what might be a city's annexation within the next 20 to 25 years. There has kind of been a tendency of the cities, Greenland, their Planning Commission met and approved this. We talked to them today and they are pulling in some more. It is just kind of the idea that at one time the cities had a tendency to go out as far as you can and take as much planning area in as you can and we are seeing the reverse of that now because you have rural people that might live five miles away from Greenland or West Fork or Goshen or something and they are wondering why they have to travel in five miles to ask to get a lot split or something. That is kind of what we've come up with, Greenland has agreed to this new planning area and the Farmington Planning Commission will be meeting November 19th to look at these same boundaries. An additional legal aspect of this is that if you approve this today it really needs subject to, there needs to be an agreement between all the cities that you are all agreeing to the territorial jurisdiction here. The law requires basically if two cities are merging into each other that you just go equal distance and then within that equal distance territorial jurisdiction then you can designate your planning area. One of the problems with that is that equal distance line would be this kind of curving, crazy kind of line based on both cities boundaries as they meet each other. It is really better for all parties to have it be along section lines or quarter section lines so the equal distance rule is hard apply real specifically but to not have the equal distance rule apply you need an intergovernmental agreement as to what will be that territorial jurisdiction. Your approval of this plan will need to be contingent upon the cities, which would be the City Councils entering into another intergovernmental, intercity agreement that they are playing with those territorial jurisdictions, that they are not just true equal distances. If you will notice, the Fayetteville planning area comes down and at one places touches the city limits of Greenland. Greenland has to agree to that, which they have, but we need that as a formal agreement. It is kind of a complex issue but we tried to make a simple map and present it to you. I hope you looked at this prior to tonight because it took quite a while to get all the parties to agree and there was quite a bit of work that has gone into making this map. Any questions? That is the end of my presentation.

PUBLIC COMMENT:

Estes: Thank you John. Is there any member of the audience who would like to comment on the proposed adoption of the revised planning area boundary? Seeing none, I will bring it back to the commission for comments, questions of Jeff or John or motions?

MOTION:

Ward: It sounds like the city has done a lot of work on this and it was kind of unfair for citizens that had property in let's say Farmington and Fayetteville had to come through both cities and maybe even the county to get approval on one project so I would like to move for approval of ADM 01-42.00 and that we adopt the new boundaries between all the cities involved and that would also would make it subject to final agreement between all cities involved.

Allen: I'll second.

Estes: We have a motion by Commissioner Ward and a second by Commissioner Allen to adopt the revised planning area boundaries. Is there any discussion? Seeing none, Renee, would you call the roll please?

ROLL CALL: Upon the completion of roll call the motion to approve ADM 01-42 was approved by a vote of 8-0-0.

Estes: The motion passes by a vote of eight to zero. Thank you John, thanks Jeff, we appreciate all of your hard work.

STAFF REVIEW FORM

_X_ AGENDA REQUEST
_X_ CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of November 20, 2001

FROM:

Gary Dumas	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: Request review and approval of a contract with John P. Marinoni Construction Co., Inc. to construct Trench Drains in the T-hangar ramp. They were the low bid out of seven for $41,022.14. A grant has been approved by the Arkansas State Aeronautics Commission and the City will be responsible for 25 % of the cost. A Budget Adjustment for funding of this project was approved by the City Council on July 3rd for $19,085.

COST TO CITY:
$41,022

($30,767) State Grant	$ 76,340	Drake Field Trench Drains
Cost of this Request	Category/Project Budget	Category/Project Name
5550 3960 5804.00	$ -0-	Airport Capital Exp
Account Number	Funds used to date	Program Name
98056	$ 76,340	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director ______

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:** Arkansas State Aeronautic Comm.

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

STAFF RECOMMENDATION: **The Airport Board at their Nov. 1st meeting recommended the contract be forwarded to the City Council for approval.**

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

Cross Reference

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

STAFF REVIEW FORM

Description:

Meeting Date: N/A

Contract with John P. Marinoni Constr. to construct trench drains on the T-hangar ramp

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

nage

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

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: November 9, 2001

SUBJECT: Hangar Drainage E, F, & G

Background: On September 13th, 2001 Bids were opened for this project. None of the bids were within the required 25% of Certified Funds for the project. Therefore, bids were rejected, revisions to the project were designed by engineers, and the project was re-bid.

Bid Results: Bids were opened on November 1, 2001 for the revised project. Nine (9) companies submitted bids for the project. The low bid was submitted by Marinoni Construction - $41,022.14. This bid is well within the budgeted funds for the project.

On November 1, 2001 the Airport Board made a recommendation to forward the contract with Marinoni Construction to the City Council for approval.

Budget Considerations: Funds have been budgeted for this project. The State Department of Aeronautics has approved a grant for the project for 75% of the project cost. The remaining 25% of the cost will be expended from the Airport Fund.

Requested Action: Staff requests that the City Council make a motion to accept the low bid and approve the contract with Marinoni Construction.

GD/jn

Attachments: Bid results
Construction Contract

BID TAB

McCLELLAND CONSULTING ENGINEERS, INC.
FY012142
TRENCH DRAINS
DRAKE FIELD
Fayetteville, AR
November 1, 2001, 10:00 A.M.

CONTRACTOR	TOTAL BASE BID
Harrison Davis Construcion	$67,385.00
Marinoni Construction	$41,022.14
McClinton-Anchor	$68,622.00
Township Builders, Inc.	$126,285.00
Midland Construction	$56,918.50
Tomlinson Asphalt	$62,695.25
Asphalt Concrete Enterprises, Inc.	$93,690.00

BID TABULATION
DRAKE FIELD TRENCH DRAINS
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
MCE PROJECT NO. FY012142
NOVEMBER 1, 2001

				JOHN P. MARINONI CONSTRUCTION CO. INC.		MIDLAND CONSTSTRUCTION, INC.		APAC-ARKANSAS, INC. McClintion-Anchor Div.		TOWNSHIP BUILDERS	
Item #	Description	Qty.	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Previous Concrete Surface Pvc Pipe and Bedding	1,395	LF	$21.90	$30,550.50	$30.30	$42,268.50	$31.00	$43,245.00	$63.00	$87,885.00
2	5-inch thick Concrete Patch w/Black Dye	35	SY	$38.26	$1,339.10	$50.00	$1,750.00	$50.00	$1,750.00	$200.00	$7,000.00
3	8-inch Diameter PVC Pipe and Bedding	250	LF	$16.38	$4,095.00	$20.00	$5,000.00	$21.50	$5,375.00	$32.00	$8,000.00
4	Concrete Head-wass Structure	6	EA	$506.04	$3,036.24	$600.00	$3,600.00	$437.00	$2,622.00	$1,600.00	$9,600.00
5	Ditch Grading	1	LS	$1,129.00	$1,129.00	$2,000.00	$2,000.00	$11,205.00	$11,205.00	$9,010.00	$9,010.00
6	Seed/Straw/Fertilizer	1	ACRE	$746.00	$746.00	$2,000.00	$2,000.00	$4,225.00	$4,225.00	$4,100.00	$4,100.00
7	Bermuda Sod	30	SY	$4.21	$126.30	$10.00	$300.00	$8.00	$240.00	$23.00	$690.00
	TOTAL BASE BID (Items 1 - 7)				$41,022.14		$56,918.50		$68,662.00		$126,285.00

				TOMLINSON ASPHALT COMPANY, INC.		HARRISON DAVIS CONSTRUCTION CO. INC.		ASPHALT CONCRETE ENTERPRISES CONST	
Item #	Description	Qty.	Unit	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Previous Concrete Surface Pvc Pipe and Bedding	1,395	LF	$31.00	$43,245.00	$37.00	$51,615.00	$60.00	$83,700.00
2	5-inch thick Concrete Patch w/Black Dye	35	SY	$77.15	$2,700.25	$72.00	$2,520.00	$50.00	$1,750.00
3	8-inch Diameter PVC Pipe and Bedding	250	LF	$30.00	$7,500.00	$15.00	$3,750.00	$10.00	$2,500.00
4	Concrete Head-wass Structure	6	EA	$600.00	$3,600.00	$900.00	$5,400.00	$500.00	$3,000.00
5	Ditch Grading	1	LS	$2,700.00	$2,700.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00
6	Seed/Straw/Fertilizer	1	ACRE	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
7	Bermuda Sod	30	SY	$15.00	$450.00	$20.00	$600.00	$8.00	$240.00
	TOTAL BASE BID (Items 1 - 7)				$62,695.25		$67,385.00		$93,690.00

RWayneJones

R. Wayne Jones, P. E.
Arkansas # 4532

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
501-443-2377
FAX 501-443-9241

November 6, 2001

Mr. Dale Frederick
Airport Department
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED
NOV 06 2001
AIRPORT

Re: Trench Drains for T-Hangars
Drake Field

Dear Mr. Frederick:

Enclosed please find four (4) copies of the Contract for the above referenced project for City approval at the Nov. 20th City Council Meeting.

If there are any questions regarding the Contract, please contact us.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

R Wayne Jones

R. Wayne Jones, P.E.
Vice President

Enclosures: Contract (4 copies)

J:\2001\012142\correspondence\Fredericks-1106.wpd:wj

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the____ day of November, 2001, by and between John P. Marinoni Construction Co. Inc. herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Drake Field Trench Drains, dated August 2001.

Advertisement for Bids	Payment Bond
Instructions to Bidders	Notice to Proceed
Unit Price Bid	General Conditions
Notice of Award Contract	Supplementary Conditions
Performance Bond	Specifications
Performance Bond	Drawing - 2 sheets.

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

   Forty One Thousand Twenty Two and 14/100 dollars ($ 41,022.14)

3. The Work will be completed within 45 calendar days after the date when the Contract Time commences to run as provided in Notice to Proceed.

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollars ($100.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion.

5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.

6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the

construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

WITNESSES:

CONTRACTOR

By John P. Marinoni

CEO
Title

ATTEST:

Clerk

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

By
Mayor

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
THROUGH: Hugh Earnest, Urban Development Director
FROM: Tim Conklin, A.I.C.P., City Planner T.C.
DATE: November 9, 2001

BACKGROUND

The ordinance regarding acceptance of street dedication states that approval of the final plat by the Planning Commission does not deem acceptance of street dedications indicated on the plat. Further, it states that the street dedication must be accepted in a manner prescribed by law.

STATE REQUIREMENT

The Arkansas State Code requires that streets or alleys dedicated for public use and to be cared for and controlled by the city council must be accepted by an ordinance passed by the city council.

ARKANSAS STATE CODE

14-301-102 Dedication of Streets

No street or alley which shall be dedicated to public use by the proprietor of ground in any city shall be deemed to be a public street or alley, or to be under the care or control of the city council, unless the dedication shall be accepted and confirmed by an ordinance specially passed for that purpose.

RECOMMENDATION

Approval of the ordinance accepting the dedication of streets as shown on final plats, easement plats, and other documents as approved by the Planning Commission.

STAFF REVIEW FORM

Public Streets
C. 1. Page 3

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of **November 20, 2001.**

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance as submitted by The City of Fayetteville Urban Development Department to accept and confirm the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

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
City Attorney	Date 11/5/01	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the ordinance as submitted.

Division Head — Date 11-2-01

Department Director — Date 11-5-01

Administrative Services Director — Date 11/8/01

Mayor — Date 11/9/01

Cross Reference

New Item: **Yes**

Prev Ord/Res #: ___

Orig Contract Date: ___

Orig Contract Number: ___

ORDINANCE NO. ______

AN ORDINANCE TO ACCEPT AND CONFIRM THE DEDICATION OF ALL PUBLIC STREETS AND ALLEYS PREVIOUSLY ACCEPTED BY THE FAYETTEVILLE PLANNING COMMISSION

WHEREAS, the Fayetteville Planning Commission after review of reports from the Public Works and Urban Development Departments have accepted dedications of numerous public streets and alleys when approving final plats, large scale developments, and other documents; and

WHEREAS, the City of Fayetteville wishes to formally accept and confirm all such dedications of said streets and alleys pursuant to A.C.A. §14-301-102.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts all streets and alleys located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission. The City Council of the City of Fayetteville, Arkansas confirms its acceptance of all such streets and alleys dedicated by developers/owners to the City which have been approved by the Fayetteville Planning Commission.

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

APPROVED:

DRAFT

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
THROUGH: Hugh Earnest, Urban Development Director
FROM: Tim Conklin, A.I.C.P., City Planner TC.
DATE: November 9, 2001

BACKGROUND

ANX 01-4.00: Annexation was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

The subject property is located immediately west of Fieldstone Subdivision and south of the recently approved (preliminary plat) Fairfield Subdivision, which connects to phases of Bridgeport. The land is within the Fayetteville Planning Area and is largely undeveloped to date.

The applicant proposes to annex this property into the City of Fayetteville and to request R-1, Low Density Residential zoning. Having the property within the City limits will provide for a controlled development which complies with current city regulations (tree preservation, zoning, streets, sidewalks, fire protection, etc.). There are several points within this property where street connections will be possible. Two streets will connect into Fieldstone (stub outs are existing) and at least one connection will be made to the north into Fairfield Subdivision.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted to recommend approval by an 8-0-0 vote.

RECOMMENDATION

Staff recommends approval of the requested annexation.

STAFF REVIEW FORM

X **AGENDA REQUEST**
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of **November 20, 2001.**

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

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
D. J. Whitaker — City Attorney	11/5/01 — Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on October 22, 2001 the Fayetteville Planning Commission voted 8-0-0 for approval.

Division Head	11-2-01 Date	Cross Reference
Hugh Earnest — Department Director	11-5-01 Date	New Item: **Yes**
Administrative Services Director	11/8/01 Date	Prev Ord/Res #:
Dan Coody — Mayor	11/8/01 Date	Orig Contract Date:
		Orig Contract Number:

ORDINANCE NO._____

AN ORDINANCE ANNEXING THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 01-4.00 FOR A PARCEL CONTAINING APPROXIMATELY 30.99 ACRES LOCATED NORTH OF WEDINGTON ON THE EAST SIDE OF 15TH STREET AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN & ASSOCIATES ON BEHALF OF EUGENE NOTTENKAMPER AND ANTHONY TURCHI.

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

Section 1. That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of the following described property:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That the above described property is hereby assigned to Ward No. 4.

Section 3. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect that the zoning of the property described above shall be A-1, Agricultural.

PASSED AND APPROVED this ______ day of November, 2001.

APPROVED:

DRAFT

By: __________________________
DAN COODY, Mayor

ATTEST:

By: __________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR ANX 01-4.00

PART OF THE NE1/4 OF THE NE1/4 AND PART OF THE SE 1/4 OF THE NE1/4 OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 31 WEST IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NE1/4 NE1/4 THENCE S00°36'02"E 1984.07 FEET; THENCE S89°37'55"W 647.81 FEET; THENCE N00°35'45"W 175.49 FEET; THENCE S89°36'05"W 15.01 FEET; THENCE N00°34'54"W 282.70 FEET; THENCE N20°32'11"W 181.27 FEET; THENCE N00°06'05"W 220.08 FEET; THENCE N01°09'50"W 413.72 FEET; THENCE N33°46'31"W 78.60 FEET; THENCE N49°51'39"W 159.79 FEET; THENCE N89°28'11"E 280.75 FEET; THENCE N00°36'02"W 550.03 FEET; THENCE N89°28'11"E 610 FEET TO THE P.O.B., CONTAINING 30.99 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dawn T. Warrick, Senior Planner
THRU:	Tim Conklin, A.I.C.P., City Planner
DATE:	October 22, 2001

ANX 01-4.00: Annexation (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

RECOMMENDATION:

Staff recommends approval of the requested annexation based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
O Approved O Denied

Date: October 22, 2001

CITY COUNCIL ACTION: Required YES
O Approved O Denied

Date: November 20, 2001 (1st reading)

Comments: ______________________________

____

____

H:\USERS\COMMON\DAWNT\REPORTS\PC\10-22-01\foster_anx.doc

BACKGROUND:

The subject property is located immediately west of Fieldstone Subdivision and south of the recently approved (preliminary plat) Fairfield Subdivision, which connects to phases of Bridgeport. The land is within the Fayetteville Planning Area and is largely undeveloped to date.

The applicant proposes to annex this property into the City of Fayetteville and to request R-1, Low Density Residential zoning. Having the property within the City limits will provide for a controlled development which complies with current city regulations (tree preservation, zoning, streets, sidewalks, fire protection, etc.). There are several points within this property where street connections will be possible. Two streets will connect into Fieldstone (stub outs are existing) and at least one connection will be made to the north into Fairfield Subdivision.

SURROUNDING LAND USE AND ZONING

North: Vacant (Fairfield Subdivision Prelim. Plat approved), R-1
South: Single family home, R-1 / Single family homes further south adjacent to Hwy 16, A-1
East: Fieldstone Subdivision, R-1
West: Single family homes (large lots), County

INFRASTRUCTURE:

Streets: Access to this property is from Wedington Drive (Hwy 16W) and then directly from 51st Street (also called Sunshine Rd., a Washington County road)

Water & Sewer: There are existing water and sewer lines located in Fieldstone Subdivision and also along 51st Street to the west. These are 8" and 6" lines.

LAND USE PLAN: General Plan 2020 designates this site as Residential.

JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

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

9/24/01

City of Fayetteville
113 W. Mountain
Fayetteville, AR. 72701
ATT: Planning Dept.
Re: Annexation/Rezoning (Nottenkamper & Turchi)

Enclosed herewith please find a plat, which shows the property to be annexed and rezoned.

The southern portion of this is owned by Eugene Nottenkamper and consists of 23.29 Acres and the northern portion is owned by Anthony Turchi and consists of 7.70 Acres. Both pieces of property are to be combined for a total of 30.99 Acres. Mark Foster is the developer.

The proposal is to annex and rezone to R-1 for single family residences. The property to the east is Fieldstone Subdivision (R-1). To the north is a proposed subdivision and to the south is Pond Addition (R-1). To the west is in the County.

There are existing water and sewer lines along the west and to the east in Fieldstone Subdivision. These lines are 8" and 6".

To the west is 51st Street, which will require improvements.

In our opinion, this property will be similar to the surrounding areas.

Please review this information and call concerning any questions you may have.

Thank you.

Sincerely,

David L. Jorgensen, P.E.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF THE ANNEXATION OF)
CERTAIN TERRITORY TO THE CITY OF)
FAYETTEVILLE, ARKANSAS,)
A MUNICIPAL CORPORATION)

CC 2001-1

FILED
'01 AUG 29 AM 9 34
MARILYN EDWARDS
CO & PROBATE CLERK

<u>ORDER OF ANNEXATION</u>

Now on this 29th day of August, 2001, comes on to be heard the petition of Eugene L Nottenkamper, Anthony Paul Turchi and Martha L Turchi, wherein they pray for an order annexing the property hereinafter described to the City of Fayetteville, Arkansas and the Court, being well and sufficiently advised in the premises, finds:

That the petitioners constitute a majority of the real estate owners of the property hereinafter described and further owns more than one-half of the acreage affected; further, that the following described real property is situate in Washington County, Arkansas, and is contiguous to and adjoins the City of Fayetteville, Arkansas:

Part of the NE ¼ of the NE ¼ and Part of the SE ¼ of the NE ¼ of Section 11, Township 16 North, Range 31 West in Washington County, Arkansas and being more particularly described as follows: Beginning at the NE Corner of said NE ¼ NE ¼ thence S00°36'02"E 1984.07 feet; thence S89°37'55"W 647.81 feet; thence N00°35'45"W 175.49 feet; thence S89°36'05"W 15.01 feet; thence N00°34'54"W 282.70 feet; thence N20°32'11"W 181.27 feet; thence N00°06'05"W 220.08 feet; thence N01°09'50"W 413.72 feet; thence N33°46'31"W 78.60 feet; thence N49°51'39"W 159.79 feet; thence N89°28'11"E 280.75 feet; thence N00°36'02"W 550.03 feet; thence N89°28'11"E 610 feet to the P.O.B., containing 30.99 acres, more or less, subject to easements and right of way of record.

The Court further finds that the limits of the territory to be annexed have been accurately described in the petition and in the notice which has been published as required by law, and that an accurate map thereof has been made and filed in this Court.

The Court further finds that this day is the day originally set for a hearing on said petition which was filed more than thirty days ago; that notice of this hearing was given by publication in the manner required by law; that no objections or protests have been filed to the annexation of the above described territory to the City of Fayetteville, Arkansas; that the allegations and prayer of the petition are in all things right and proper and in accord with the statutory requirements governing annexations; that said allegations are sustained by good and sufficient proof; that the prayer of said petition should be granted.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED AND ADJUDGED that the real property hereinafter described be and the same is hereby annexed to the City of Fayetteville, Arkansas: It is further ordered and directed that this order be spread of record by the Clerk of Washington County, Arkansas.

County Judge

Annexation / Rezoning
Level of Service Report

Division: Parks and Recreation **Date:** 10/09/01

Name / Title: Eric J. Schuldt, Parks Development Coordinator

Project: **ANX 01-4.00: Annexation (Foster, pp 398)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

RZN 01-22.00: Rezoning (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1. Residential.

Please provide comments regarding the impact of the proposed annexation and rezoning which will be forwarded to the Planning Commission and City Council for their consideration when reviewing these requests. Responses and additional information may be continued on the back of this report or on additional pages as necessary.

1. Current level and/or type of service provided (describe):

   The current parkland available in the Northwest Park Quadrant is 136.44 acres.

2. Statement regarding the impact of the proposed annexation on the level and/or type of service provided by your division:

   This annexation and rezoning could have a significant impact on Parks and Recreation services. Increased residential property will place additional pressure on the park system in this area. Additional parkland or money in lieu fees will be needed to improve the current offerings.

Annexation / Rezoning
Level of Service Report

Division: Sidewalk Division **Date:** October 4, 2001

Name / Title: Keith Shreve, Development Coordinator

Project: **ANX 01 - 4.00: Annexation (Foster, pp398)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

RZN 01 - 22.00: Rezoning (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone R-1, Residential.

Please provide comments regarding the impact of the proposed annexation and rezoning which will be forwarded to the Planning Commission and City Council for their consideration when reviewing these requests. Responses and additional information may be continued on the back of this report or on additional pages as necessary.

1. Current level and/or type of service provided (describe):

The Sidewalk Division currently does not provide any services to this area.

2. Statement regarding the impact of the proposed annexation on the level and/or type of service provided by your division:

Immediate impact would be minimal. Sidewalk construction would be required as development occurred, with the cost born by the developer/owner.

If street improvements (to existing County roads) were made by the City then sidewalk construction costs would be included with the street improvements.

Annexation / Rezoning
Level of Service Report

Division: INSPECTION **Date:** 10-3-1

Name / Title: BERT RAKES, INSP. DIV. DIR.

Project: **ANX 01-4.00: Annexation (Foster, pp 398)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

RZN 01-22.00: Rezoning (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1. Residential.

Please provide comments regarding the impact of the proposed annexation and rezoning which will be forwarded to the Planning Commission and City Council for their consideration when reviewing these requests. Responses and additional information may be continued on the back of this report or on additional pages as necessary.

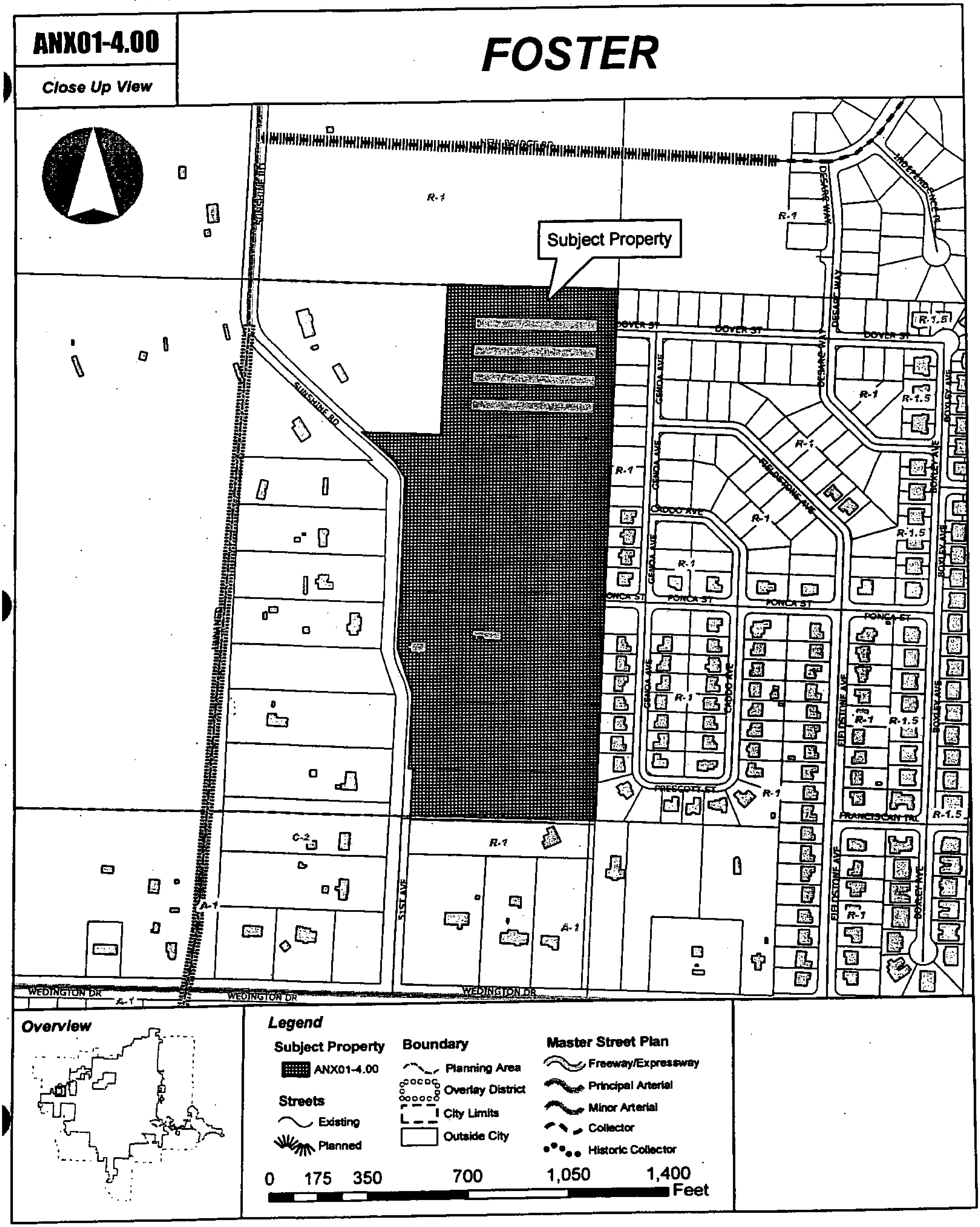
1. Current level and/or type of service provided (describe):

   PERMIT & INSPECT PLUMBING IF SERVED BY CITY WATER.

2. Statement regarding the impact of the proposed annexation on the level and/or type of service provided by your division:

   PERMITTING & INSPECTION SERVICES PERFORMED INSIDE CITY LIMITS INCLUDING BUILDINGS, PROPERTY & SIGNS.

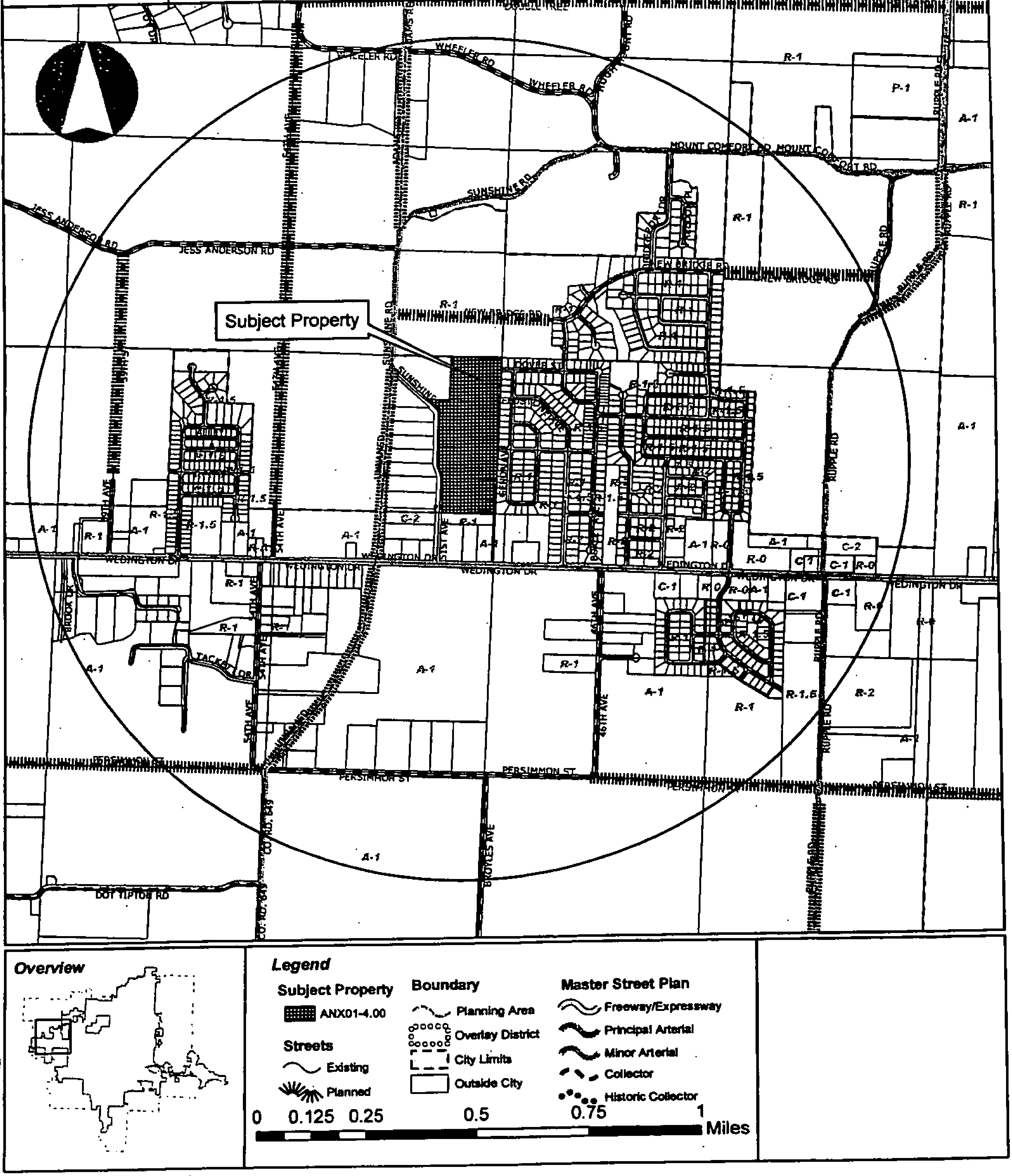
H:\USERS\COMMON\FORMS\nottenkamper.doc


ANX01-4.00
Close Up View
FOSTER
Subject Property
R-1
R-1.5
A-1
C-2
DOVER ST
GENOA AVE
CADDO AVE
PONCA ST
PRESCOTT ST
FIELDSTONE AVE
BOXLEY AVE
FRANCISCAN TRL
DESARE WAY
SUNSHINE RD
51ST AVE
WEDINGTON DR
Overview
Legend
Subject Property
ANX01-4.00
Streets
Existing
Planned
Boundary
Planning Area
Overlay District
City Limits
Outside City
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector
0 175 350 700 1,050 1,400
Feet

ANX01-4.00

One Mile View

FOSTER



ANX 01-4.00: Annexation (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

Estes: The next item on the agenda is ANX 01-4.00, this is submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property that is located north of Wedington on the east side of 51st Street, the request is to annex into the city approximately 30.99 acres located in the planning area. Staff recommends approval of the requested annexation based on the findings which have been included as a part of your report. Is the applicant present?

Brackett: Yes.

Estes: Do you have a presentation that you would like to make?

Brackett: I have no presentation, I will be happy to answer any questions you may have.

Estes: Will you tell us who you are?

Brackett: Chris Brackett, I'm with Jorgensen & Associates here in Fayetteville. I would be happy to answer any questions you might have.

Estes: Commissioners, do you have any questions at this time of the applicant's representative?

PUBLIC COMMENT:

Estes: Is there any member of the audience that would like to comment on this requested annexation? Seeing none I will bring it back to the Commission for discussions, questions of Chris or motions. Any motions or discussion?

MOTION:

Hoffman: In preface for making a motion for annexation because I think this is appropriately located, I just want to note that on page 8.6 this is going to be a 30 acre development should it be approved, that we do have on this in our packets a report from Eric Schuldt with the Parks Department that does say that the impact of the proposed annexation would be of a level or type that would require a park or fees in lieu. I would just like to go on record and say that I would like the Planning Commission to really be involved, take a more active roll in our parks dedications and locations. With that being said, I will go ahead and move for approval of this annexation.

Estes: We have a motion by Commissioner Hoffman to approve ANX 01-4.00, is there a second?

Shackelford: I'll second.

Estes: A second by Commissioner Shackelford, is there any discussion or comments?

Williams: I have one question. I don't see the notification of the fact that we are running out of sewer capacity. Have you been provided that form?

Brackett: Yes.

Warrick: The form has been signed and it is in the file for the project.

Estes: Thank you Mr. Williams. We have a motion by Commissioner Hoffman and a second by Commissioner Shackelford to approve ANX 01-4.00 any discussion? Renee, would you call the roll please?

ROLL CALL: Upon the completion of roll call the motion to approve ANX 01-4.00 was approved by a vote of 8-0-0.

Estes: The motion passes by a vote of eight to zero. This is advisory only to the City Council and will now move forward to the City Council for their determination and consideration.

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
THROUGH: Hugh Earnest, Urban Development Director
FROM: Tim Conklin, A.I.C.P., City Planner T.C.
DATE: November 9, 2001

BACKGROUND

RZN 01-22.00: Rezoning was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1. Residential.

The subject property is located immediately west of Fieldstone Subdivision and south of the recently approved (preliminary plat) Fairfield Subdivision, which connects to phases of Bridgeport. The land is within the Fayetteville Planning Area and is largely undeveloped to date.

The applicant proposes to annex this property into the City of Fayetteville and to request R-1, Low Density Residential zoning. Having the property within the City limits will provide for a controlled development which complies with current city regulations (tree preservation, zoning, streets, sidewalks, fire protection, etc.). There are several points within this property where street connections will be possible. Two streets will connect into Fieldstone (stub outs are existing) and at least one connection will be made to the north into Fairfield Subdivision.

CURRENT STATUS

Staff recommended approval and the Planning Commission voted to recommend approval by an 8-0-0 vote.

RECOMMENDATION

Staff recommends approval of the requested rezoning.

STAFF REVIEW FORM

X AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of November 20, 2001.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZN 01-22.00 as submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, 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:** __________

Accounting Manager	Date	Internal Auditor	Date
D. F. Whitaker (signature) City Attorney	11/5/01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission unanimously voted 8-0-0 to recommend approval with staff recommendations and to forward the rezoning to the City Council.

(signature) Division Head	10-30-01 Date	Cross Reference
(signature) Department Director	11-5-01 Date	New Item: **Yes**
(signature) Administrative Services Director	11/8/01 Date	Prev Ord/Res #: ______
Dan Coody (signature) Mayor	11/8/01 Date	Orig Contract Date: ______
		Orig Contract Number: ______

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 01-22.00 FOR A PARCEL CONTAINING APPROXIMATELY 30.99ACRES FOR PROPERTY NORTH OF WEDINGTON ON THE EAST SIDE OF 51ST STREET, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY DAVE JORGENSEN OF JORGENSEN & ASSOCIATES ON BEHALF OF MARK FOSTER FOR PROPERTY OWNED BY EUGENE NOTTENKAMPER.

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

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

From A-1, Agricultural to R-1, Residential as shown in Exhibit "A" attached hereto and made a part hereof.

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

PASSED AND APPROVED this ______ day of __________, 2001.

APPROVED:

DRAFT

By:_______________
DAN COODY, Mayor

ATTEST:

By: ____________________
Heather Woodruff, City Clerk

EXHIBIT "A"

RZN 01-22.00

PART OF THE NE1/4 OF THE NE1/4 AND PART OF THE SE 1/4 OF THE NE1/4 OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 31 WEST IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NE1/4 NE1/4 THENCE S00°36'02"E 1984.07 FEET; THENCE S89°37'55"W 647.81 FEET; THENCE N00°35'45"W 175.49 FEET; THENCE S89°36'05"W 15.01 FEET; THENCE N00°34'54"W 282.70 FEET; THENCE N20°32'11"W 181.27 FEET; THENCE N00°06'05"W 220.08 FEET; THENCE N01°09'50"W 413.72 FEET; THENCE N33°46'31"W 78.60 FEET; THENCE N49°51'39"W 159.79 FEET; THENCE N89°28'11"E 280.75 FEET; THENCE N00°36'02"W 550.03 FEET; THENCE N89°28'11"E 610 FEET TO THE P.O.B., CONTAINING 30.99 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dawn T. Warrick, Senior Planner
THRU:	Tim Conklin, A.I.C.P., City Planner
DATE:	October 22, 2001

RZN 01-22.00: Rezoning (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1. Residential.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION: **Required** **YES**
○ Approved **○ Denied**
Date: October 22, 2001

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

Date: November 20, 2001 (1st reading)

H:\USERS\COMMON\DAWNT\REPORTS\PC\10-22-01\foster_rzn.doc

Comments: ____

____

____

BACKGROUND:

The subject property is located immediately west of Fieldstone Subdivision and south of the recently approved (preliminary plat) Fairfield Subdivision, which connects to phases of Bridgeport. The land is within the Fayetteville Planning Area and is largely undeveloped to date.

The applicant proposes to annex this property into the City of Fayetteville and to request R-1, Low Density Residential zoning. Having the property within the City limits will provide for a controlled development which complies with current city regulations (tree preservation, zoning, streets, sidewalks, fire protection, etc.). There are several points within this property where street connections will be possible. Two streets will connect into Fieldstone (stub outs are existing) and at least one connection will be made to the north into Fairfield Subdivision.

SURROUNDING LAND USE AND ZONING

North: Vacant (Fairfield Subdivision Prelim. Plat approved), R-1
South: Single family home, R-1 / Single family homes further south adjacent to Hwy 16, A-1
East: Fieldstone Subdivision, R-1
West: Single family homes (large lots), County

INFRASTRUCTURE:

Streets: Access to this property is from Wedington Drive (Hwy 16W) and then directly from 51st Street (also called Sunshine Rd., a Washington County road)

Water & Sewer: There are existing water and sewer lines located in Fieldstone Subdivision and also along 51st Street to the west. These are 8" and 6" lines.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-1, Low Density Residential is consistent with the land use plan and compatible with surrounding land uses in the area.

H:\USERS\COMMON\DAWNT\REPORTS\PC\10-22-01\foster_rzn.doc

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 as residential on the adopted General Plan 2020 as is the surrounding property. The predominant land use in this are is single family residential.

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

Finding: The proposed rezoning is justified at this time in that it is in keeping with the policies and adopted plans of the City. Zoning this property R-1 is consistent with surrounding subdivisions

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. Wedington Drive, designated a principal arterial on the Master Street Plan, was recently widened between I-540 and Rupple Road. Another principal arterial, connecting to Sunshine Road just north of the subject property, will be improved with the development of Fairfield Subdivision and will also provide access for this development. Access through existing and developing subdivisions will provide alternate routes for residents in this area.

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

Finding: This increase is not expected to undesirably increase the load on public services including schools, water, and sewer facilities. The applicant, like all project applicants, has signed the sewer capacity warning designed by the City attorney regarding the status of Fayetteville's wastewater treatment facility.

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

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

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

Finding: **N/A**

§ 161.04 DISTRICT R-1: LOW DENSITY RESIDENTIAL.

A. Purpose. The Low Density Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 26	Single-Family Dwelling

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 8	Single-Family and Two-Family Dwellings

C. Density.

SINGLE-FAMILY DWELLINGS	TWO FAMILY DWELLINGS
4 or Less Families Per Acre	7 or Less Families Per Acre

D. Bulk and Area Regulations.

	Single-Family	Two-Family
Lot Minimum Width	70 ft.	80 ft.
Lot Area Minimum	8,000 sq. ft.	12,000 sq.ft.
Land Area Per Dwelling Unit	8,000 sq. ft.	6,000 sq. ft.

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

F. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031)

JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

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

9/24/01

City of Fayetteville
113 W. Mountain
Fayetteville, AR. 72701
ATT: Planning Dept.
Re: Annexation/Rezoning (Nottenkamper & Turchi)

Enclosed herewith please find a plat, which shows the property to be annexed and rezoned.

The southern portion of this is owned by Eugene Nottenkamper and consists of 23.29 Acres and the northern portion is owned by Anthony Turchi and consists of 7.70 Acres. Both pieces of property are to be combined for a total of 30.99 Acres. Mark Foster is the developer.

The proposal is to annex and rezone to R-1 for single family residences. The property to the east is Fieldstone Subdivision (R-1). To the north is a proposed subdivision and to the south is Pond Addition (R-1). To the west is in the County.

There are existing water and sewer lines along the west and to the east in Fieldstone Subdivision. These lines are 8" and 6".

To the west is 51st Street, which will require improvements.

In our opinion, this property will be similar to the surrounding areas.

Please review this information and call concerning any questions you may have.

Thank you.

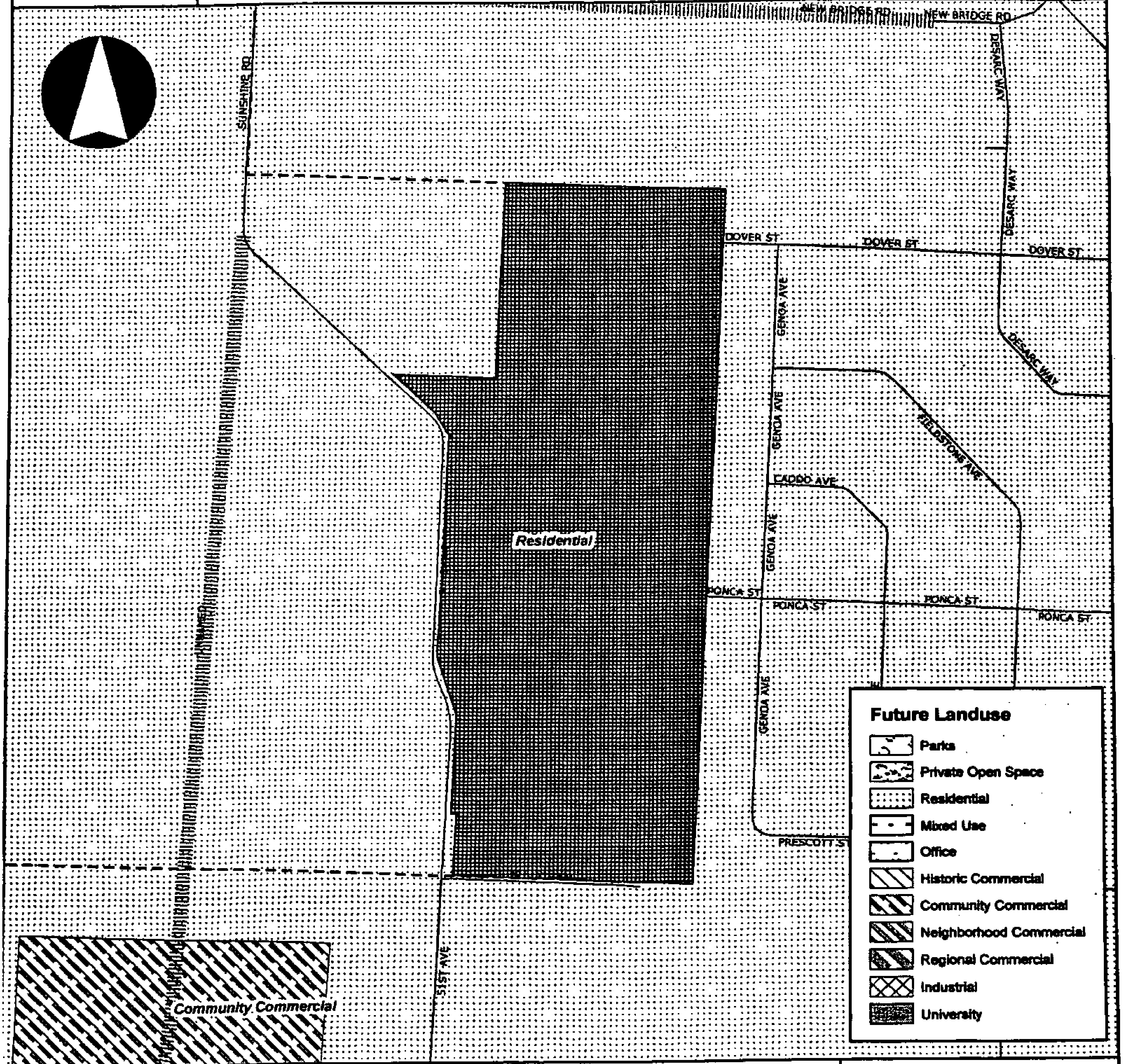
Sincerely,

David L. Jorgensen, P.E.

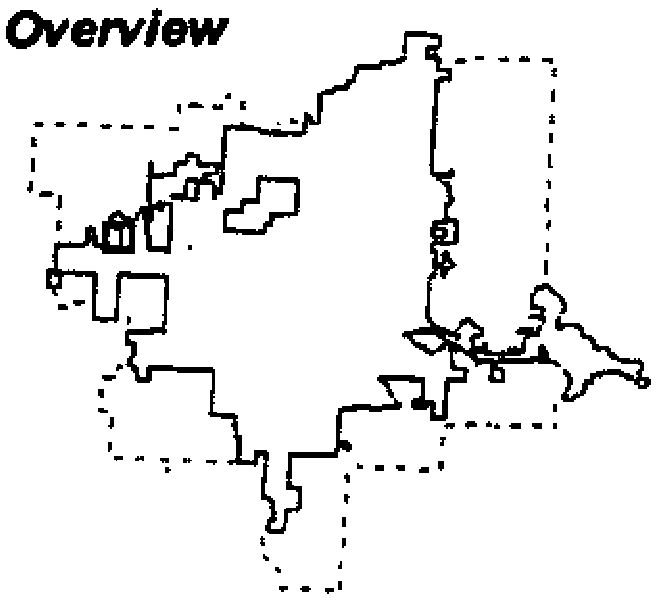
RZN01-22.00

Future Landuse

FOSTER



Overview



Legend

Subject Property	Streets	Boundary
RZN01-22.00	Existing	Planning Area
	Planned	Overlay District
		City Limits

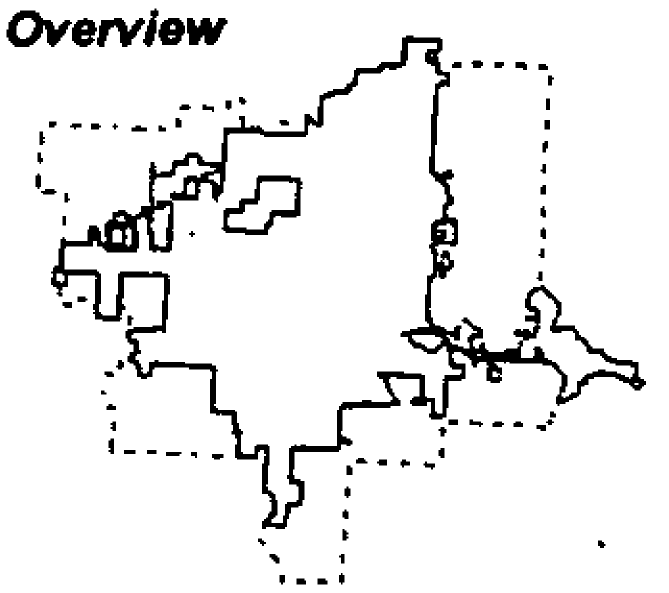
0 125 250 500 750 1,000 Feet

RZN01-22.00

Close Up View

FOSTER

Overview



Legend

Subject Property
RZN01-22.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits
Outside City

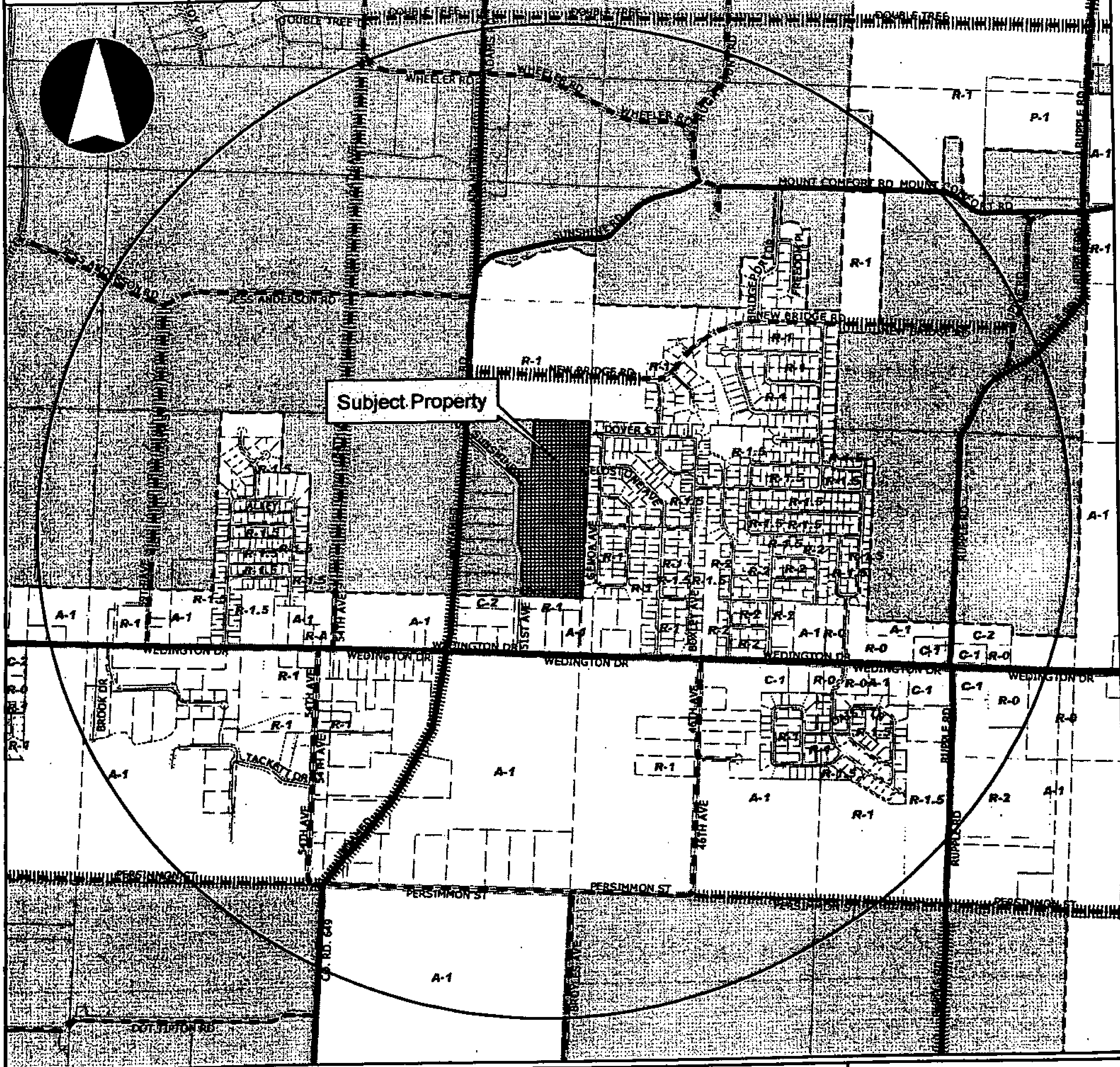
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 100 200 400 600 800 Feet

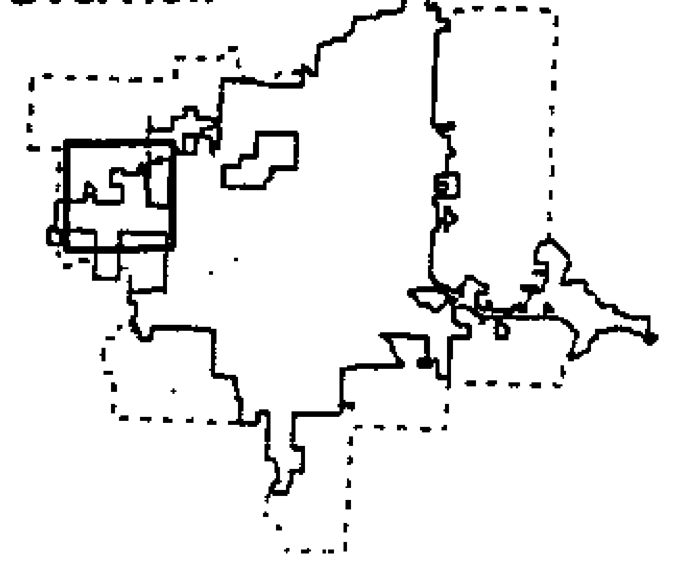
RZN01-22.00

One Mile View

FOSTER



Overview



Legend

Subject Property

RZN01-22.00

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

RZN 01-22.00: Rezoning (Foster, pp 398) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1. Residential.

Estes: The next item of business is number nine on your agenda. It is the companion rezoning request. It is submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Mr. Mark Foster for the property located north of Wedington on the east side of 51st Street, the property is now zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential. Staff recommends approval of the requested rezoning based on the findings which are a part of your packet. Chris are you going to make a presentation on behalf of the applicant?

Brackett: Just to say that we feel this complies with the 2020 plan for the city and it is also applicable for the surrounding area. I would feel it is acceptable zoning for this land.

PUBLIC COMMENT:

Estes: Is there any member of the audience who would like to comment on this RZN 01-22? Seeing none I will bring it back to the full Commission for discussion, comments and motions.

MOTION:

Shackelford: I concur that this is within the context of the 2020 plan and it seems to be smart growth rezoning this residential given the surrounding property. I will go ahead and make a motion for approval of RZN 01-22.

Estes: We have a motion by Commissioner Shackelford to approve RZN 01-22, is there a second?

Marr: I'll second.

Estes: We have a second by Commissioner Marr, is there any discussion?

Marr: I do have one comment and I guess it is maybe to the same question that Kit asked but I guess finding four about whether it undesirably increases the load of public services including school, water and sewer, I'm just verifying, I know we have a form signed that could be an issue. In the last time we went through this Tim talked about we were keeping track of the number of things that are approved and the city's ability to handle that. Does this fall under that window?

Warrick: Our Public Works Department is tracking residential development with regard to sewer capacity, what we have, what we need for development that is being approved and they have told us that they will notify the Planning Division and the Planning Commission when and if we are in a situation that we should not be approving additional residential developments. Specifically, with regard to sewer capacity. We are working under that knowledge that they've provided to us. We do have a sewer capacity warning form that all applicants are requested to sign at the time of application, at the time they bring their requests to the Planning Division to come before you and it does state that we do not guarantee capacity at the time of development. That is the way that we are functioning right now. We have not been told that we should change the way that we are developing or the way that we are processing developments through the system at this point in time.

Marr: I wanted to get the no guarantee on the record for this finding.

Warrick: There is no guarantee.

Estes: We have a motion by Commissioner Shackelford and a second by Commissioner Marr to approve RZN 01-22, is there any further discussion? Seeing none, Renee, would you call the roll please?

ROLL CALL: Upon the completion of roll call the motion to approve RZN 01-22 was approved by a vote of 8-0-0.

Estes: The motion passes by a vote of eight to zero as advisory only to the City Council and the rezoning request will now be forwarded to the City Council for their consideration.

Brackett: Thank you.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of November 20, 2001

FROM:

Name	Division	Department
Mike McKimmey	Inspection	Urban Development

ACTION REQUIRED: Council review of proposed raze & removal of property @ 352 W. Sycamore as per Ordinance 3948

COST TO CITY:

$ ± 5000.00 (potential)		
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
D. J. Whitaker	11/1/01		
City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution to raze & remove house @352 W. Sycamore as per Ordinance 3948

Bert Rakes	11-01-01	
Division Head	Date	
Hugh Earnest	11-9-01	
Department Director	Date	
[signature]	11/8/01	
Administrative Services Director	Date	
Dan Coody	11/08/01	
Mayor	Date	

Cross Reference

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

Prev Ord/Res #: ___

Orig Contract Date: ___

Orig Contract Number: ___

STAFF REVIEW FORM - Page 2

Description ______________________ Meeting Date ______________

Comments: | Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

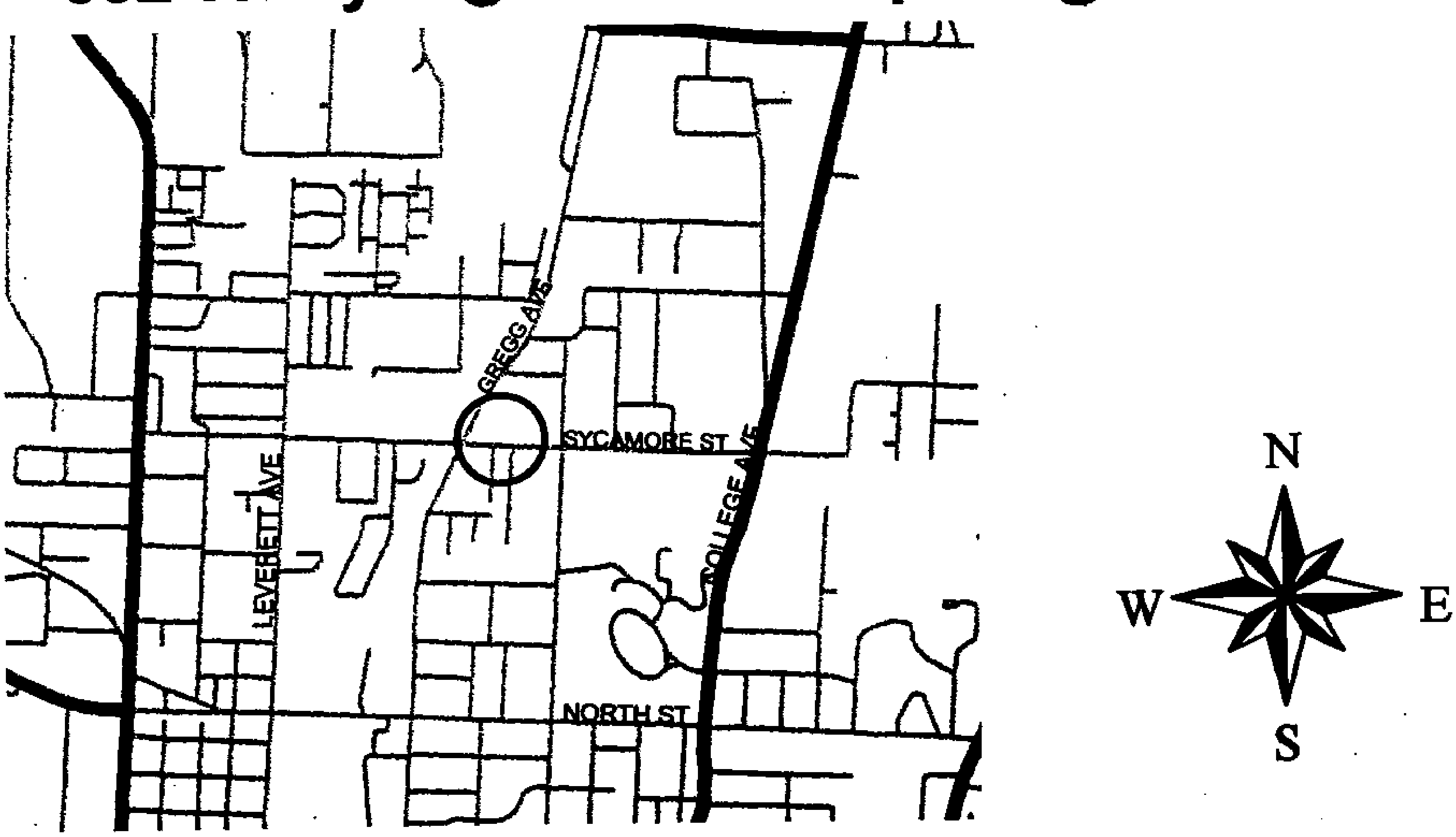
ADA Coordinator

emoval

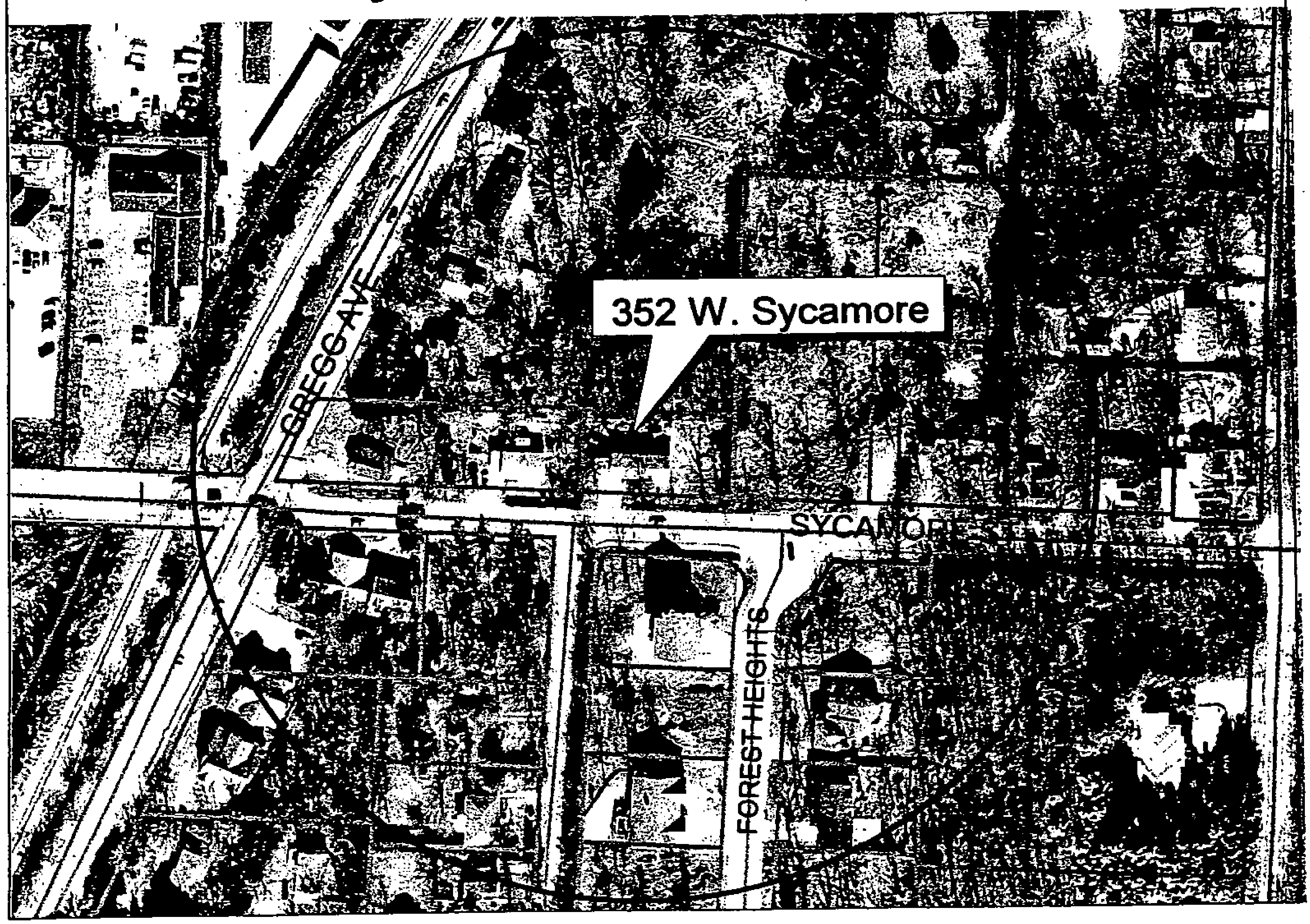
Internal Auditor

Grants Coordinator

352 W. Sycamore Area Map



352 W. Sycamore Inset Map



Raze and Removal
C. 5. Page 4

...'ETTEVILLE, ARKANSAS

#7[illegible]-1670-0012-8989-5034

13 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

E: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

O: Hatcher (LAST) (please print) Rudy (FIRST) MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, rkansas, upon his oath deposes and says that he made an investigation;
n Friday the 12th day of October, ~~19~~ 2001 at 2:30 p.m.
t 352 W. Sycamore
nd found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS		DESCRIPTION OF VIOLATION
X Fayetteville Code of Ordinance		#3948 Building that is Dilapidated unsafe, unsanitary and Detrimental to the public welfare.
X As Amended by City Ordinance No. 3948		
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Obtain Building permit and make repairs or Demolish house and remove all debris from lot.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN S see Above OF THE FAYETTEVILLE CODE OF ORDINANCES, HAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO XIST ON OR AFTER 30 Days from receipt, THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT OOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike McKenney Property and Sign Inspector DATE October 12, 2001

IGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

...PLACE STICKER AT TOP OF ENVE...

...DER: COMPLETE THIS SECTION

...mplete items 1, 2, and 3. Also complete
...n 4 if Restricted Delivery is desired.
...nt your name and address on the reverse
... that we can return the card to you.
...ach this card to the back of the mailpiece,
...on the front if space permits.

...icle Addressed to:

...udy Hatcher
...O BOX 1047
...yetteville AR
72702

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

...icle Number *(Copy from service label)*
7000-1670-0012-8989-5034

...rm 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

7000 1670 0012 8989 5034

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Rudy Hatcher
Street, Apt. No.; or PO Box No. PO Box 1047
City, State, ZIP+4 Fay AR 72702

PS Form 3800, May 2000 See Reverse for Instructions

Rudy Hatcher 521 5889

352 Sycamore

DATE	REMARKS
~~5-27~~ 6-1-99	tall grass
	R/I 6-9
11-29-99	1033A - NO change
12-13-99	Complaint from Neighbor Sent complaint form.
2-25-00	Bobby Sheppard called about 352 Sycamore
	Said he had sent in a complaint form
	in Dec and wanted to know how things
	were going + what he could expect 442 5770
	Rudy Hatcher PO BOX 1047 Fay. 03 521-5889 Gen. Contractor
7/13/00	Called Mr Hatcher left message asking for contact.
7/17/00	Mr. Hatcher called - closing on prop. Friday - Portable bldg
	to be removed. Will provide security, and secure bldg perimt.
8/30	Received no complaint.
10/13/00	Mr Bobby Sheppard Called - upset about 352
	Needs to cleaned up
10/18/00	Called Deceased owner's Son's wife Tracy Moore @ 575-0263
	Indicated that we were ready to proceed w/condemnation.
	She said she would notify Husband to contact buyer.
	Said Husband will call me. 12/11/00 Mr Moore did not call back DI
12-11-00	Sold property 2 weeks ago contract - Filed Dec 1.
	2000100362 to Rudy Micka Hatcher. PO Box 1047 Fay 02
12-12-00	DT Went to 352 Sycamore for inspection at 11 08 AM
	DT Sent V Notices, certified # Z 245 634 661
	+ copy of Ordinance 3948 + Posted House. at 3 35 pm
	+ took 3 pictures.

352 W. Sycamore

DATE	REMARKS
/04/01	Mr Rudy Hatcher Called DT about Violation Notice + asked for more time due to ankle injury + Bad weather (Snow + Ice).
/30/01	DT Talked to Mr Hatcher + he said he had already talked to Jan + would be in this afternoon + pull permits. DT. Told Mr Hatcher No Home builder card needed if built 3 houses or less. But he would need Master Electrician, plumber + HVAC
2/13/01	DT Called Mr Hatcher, He called Back, DT asked about permits, Mr Hatcher said he would come in + pull permits, He said he wasn't Ignoring me, would be in
/10/01	Spoke to owner (Mr Hatcher) @ 521-5889 7:45 AM - advised I am starting process toward condemnation. He advised will get permit this week.
/12/01	DT inspected site - no change except grass taller
/12/01	MM Sent violation notice #3948 registered Certified to address PO Box 1047 Fayetteville AR 72702 - Item # 7000-1670-0012-8989-5039
/13/01	Signed return receipt 10/13/01 (30 days start) To council 1st opportunity after 11/13/01

VAR 01-7.00: Variance (Hatcher, pp 367) was submitted by Rudy Hatcher for property located at 352 W. Sycamore. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The requirement is a 25' front setback from the right-of-way required for Sycamore Street which is designated a collector (70' total right-of-way) on the City's adopted Master Street Plan . The request is a 14' front setback from the MSP right-of-way (an 11' variance).

Perkins: That brings us to appeal number 01-7.00 submitted by Rudy Hatcher for property located at 352 W. Sycamore. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The requirement is a 25' front setback from the right-of-way required for Sycamore Street which is designated a collector (70' total right-of-way) on the City's adopted Master Street Plan . The request is a 14' front setback from the MSP right-of-way (an 11' variance).

Warrick: This that I'm passing out is a memo that I received from the Inspections Division this morning. This particular project is a piece of property that has suffered fire damage. The applicant is proposing to renovate and to enclose a carport and add a garage to the existing structure. Staff is recommending approval of the requested variance contingent upon the condition that it apply only to the footprint of the current structure and to the proposed addition on the site plan that's been proposed. The applicant, when they applied for this, they originally came in and applied for a building permit. Staff reviewed the permit information and realized that Sycamore in this location is designated on the City's Master Street Plan as a collector. Therefore the existing right-of-way does not match the necessary right-of-way to be built out according to that Master Street Plan adopted by the City. The Master Street Plan does require 35 feet from centerline as right-of-way on Sycamore in this location. If the Master Street Plan were not in place at this location and it were just a standard street, the applicant would need a 1 foot variance in order for the existing structure to be compliant with the setback requirement. Because it is a Master Street Plan street designated as a collector, additional right-of-way is necessary, therefore, we are required to take our setbacks from that additional right-of-way point, in this case requiring an 11 foot variance in order for our existing structure to be compliant with setback requirements.

Perkins: From the property line, not talking about the Master Street Plan, what would be the setback from the front of the house?

Warrick: From the current property line to the current front edge of the building is 24 feet, where 25 is required.

Perkins: That's the portion, an entry door there and it kind of steps out, the face of the garage is back 32 feet. We are just talking about that portion of the house right there and then he's okay on the west end of the property with the proposed two car garage and he's still got another 13 feet until the property line?

Warrick: Right.

Perkins: From the sound of this letter, if we don't hurry, he's going to be further in violation.

Warrick: We believe that it's imperative that this project move forward and the applicant is ready to do that. Of course, the Inspections Division is putting the applicant on notice that it's important that they progress so this project is not subject to condemnation.

Hatcher: I agree with everything she said. Basically, Sycamore street has grown from the time that the house was built. It had a 40 foot footprint, then at the time, what I understood it had a 50 foot footprint, as of now it has a 70 foot footprint.

PUBLIC COMMENT:

Perkins: Any other questions or discussion?

BOARD DISCUSSION:

Perkins: Do we hear a motion?

MOTION:

Hanna: I make a motion we accept the variance as requested.

Kunzelmann: Second.

Perkins: We have a motion and a second, any further discussion? Call the roll please.

ROLL CALL:

Upon roll call VAR 01-7.00 is approved by a unanimous vote of 5-0-0.

Raze and Removal
C. 5. Page 10

FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

Z 245 634 661

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	Rudy Hatcher
Street & Number	PO Box 1047
Post Office, State, & ZIP Code	Fayetteville Arkansas 72702
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$
Postmark or Date	

PS Form 3800, April 1995

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: HATCHER (please print) RUDY
LAST FIRST

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of t[h]
[A]rkansas, upon his oath deposes and says that he made an investigation;
on TUESDAY the 12TH day of DECEMBER, 19
at 352 WEST SYCAMORE FAYETTEVILLE
and found conditions, as set out below that exist which are contrary to current city regu[lations]

VIOLATIONS — **DESCRIPTION OF VIOLATION**

X Fayetteville Code of Ordinance
X As Amended by City Ordinance No. 3948

SECTIONS	GENERAL
151.20	Building Code
152.35	Electrical Code
157.01	Plumbing & Gas
158.65	Sign Code
160.115	Zoning Code
95.01	Health & San[itation]
155.01	Housing
98.07	R-O-W
98.04	Sidewalks
95.04	Public Nuisa[nce]

#3948 BUILDING THAT IS DILAPIDATED UNSAFE, UNSANITARY AND DETRIMENTAL TO THE PUBLIC WELFARE

THE ABOVE VIOLATIONS MAY BE COR[RECTED]...
PLEASE OBTAIN A BUILDING ...
THE BUILDING AND REMO[VE] ...

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr Rudy Hatcher
PO Box 1047
Fayetteville Arkansas
72702

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) [illegible] HATCHER B. Date of Delivery 12-15-00
C. Signature
X [signature] ☒ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
Z 245 634 661

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

YOU ARE HEREBY NOTIFIED, AS PRO[VIDED] ...
[T]HAT THE ABOVE DESCRIBED VIOLATION(S) ...
[E]XIST ON OR AFTER 30 DAYS FROM ...

VERIFICATION OF TIMELY CORRECTI[ON] ...
[R]OOM 112, 113 WEST MOUNTAIN, FAYETTE[VILLE] ...

[signature] DAVID TRUAX PROPERTY INSPECTOR DATE 12/12/00
[SI]GNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

Parcel Number: 765-09596-000 **Type:** RI
Location Address: 352 SYCAMORE ST
Owner name: HATCHER, RUDY
Mailing Address: BOX 1047 FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 04-16-30
Addition: PARKERS VALLEY VIEW ACRES
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: EAST 140 FT LOT 8 BLOCK 12

Current Year: 2001	Appraised value	Assessed value
Land	14,000	2,800
Improvement	5,200	1,040
Total	19,200	3,840

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	1,355	1,355	31	0

Structure Sketch

```
................55.................
:                                 :
2                                 2
3             MN(1355)            9
:                                 :
:                                 :
:............40..............     :
                          :.B4...15....:
```

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
12/01/00	2000	100361	HATCHER, RUDY		WD	19,000	62.70
LRR 2000-100361 WD 62.70 (19M)							
06/06/88	1272	703	MCGLOTHLIN, WANDA B. ET		WD	0	0.00

FILED FOR RECORD

'00 DEC 1 AM 10 22

WASHINGTON CO AR
K. HARNESS

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Rudy Hatcher and Micka Hatcher, husband and wife, (hereinafter called "Mortgagor," whether one or more) for a valuable consideration, do hereby grant, bargain, sell, convey and deliver unto Timothy S. Moore and Tracey E. Moore, hereinafter called "Mortgagee,", and unto their heirs, personal representatives and assigns, the following described property situated in Washington County, Arkansas:

One Hundred and forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TOGETHER WITH all buildings and improvements now or at any time hereafter located on any land hereinabove described.

Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever. PROVIDED, however, the foregoing conveyance is given as a Mortgage for the purpose of securing the following:

The payment of one promissory note dated November 28, 2000, in the amount of $19,000.00, and all successive extensions and renewals of the indebtedness.

MORTGAGOR covenants and agrees as follows:

1. **Payment of Principal and Interest.** Mortgagor will promptly pay when due the principal and interest on the debt evidenced by the Note described above.

2. **Taxes; Assessments; Charges.** Mortgagor will pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due.

3. **Insurance.** Mortgagor will carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as shall be acceptable to, or requested by, the holder(s) of the indebtedness secured hereby; each insurance policy to carry mortgage clause in favor of such holder(s) upon such form as may be approved by the holder(s), and each policy to be delivered to and held by such holder(s).

4. **Encumbrances and Liens.** Mortgagor will prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

5. **Preservation; Maintenance; Protection.** Mortgagor will protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition.

6. **Forebearance by Mortgagee not Waiver.** The failure of the Mortgagee of the secured indebtedness to declare any acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of the Mortgagee to accelerate maturities upon a reoccurrence of the same ground therefore, nor will the act of the Mortgagee in remedying any condition resulting from the Mortgagor's default bar the Mortgagee from declaring an acceleration of maturities by reason of such default.

RMH MH

2000100362

7. **Protection of Mortgagee's Rights in Property.** If the Mortgagee shall expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage, the repayment of such sum or sums on demand shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, and sums paid to discharge prior liens.

8. **Acceleration; Remedies.** Upon the breach of any covenant or agreement contained in this instrument or default in the payment of any part of the principal or interest due under the note secured hereby, the Mortgagee may, at his option, declare the entire indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable. In the event of a default hereunder, the Mortgagee shall be entitled to pursue his remedies provided by judicial proceedings in equity and may enforce the lien of this mortgage in respect to all real and personal property encumbered hereby by proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the holder(s) may select. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including attorney fees of 10% of the sums due under the Note described above.

9. **Release.** Upon the payment of all such sums, this Mortgage will become void and will be released by a release deed to be recorded at the expense of Mortgagor.

10. **Redemption, Appraisement.** The Mortgagor releases all right of appraisement hereunder and also releases unto the Mortgagee all right of redemption under the laws of Arkansas.

11. **Waiver of Homestead, Dower, Curtesy.** Mortgagor hereby waives all rights of dower, curtesy, and homestead in respect to the property encumbered hereby.

EXECUTED on this 30st day of November, 2000.

Rudy Hatcher

Mieka Hatcher

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 30 day of Nov, 2000, before me, a notary public, personally appeared Rudy Hatcher and Mieka Hatcher, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires:

Feb 4. 2001

Notary Public

THIS DOCUMENT PREPARED BY:
SUMMERFORD AND ZELINSKI
ATTORNEYS-AT-LAW
P.O. BOX 3250
FAYETTEVILLE, ARKANSAS 72702

2000100363

WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON

ARKANSAS DOCUMENTARY $55.00 382222

ARKANSAS DOCUMENTARY $7.70 0304[illegible]6

KNOW ALL MEN BY THESE PRESENTS:

That we, Timothy S. Moore and Tracey E. Moore

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Rudy Hatcher

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

One Hundred and Forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FILED FOR RECORD
00 DEC 1 AM 10 21
WASHINGTON CO AR
K. HARNESS

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantee: RUDY HATCHER

Taxes to Address: BOX 1047, FAY 72702.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unencumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective dower/curtesy and homestead in and to said lands.

WITNESS our hands and seals on this 1st day of DECEMBER, 2000

THIS INSTRUMENT PREPARED BY:
SUMMERFORD & ZELINSKI
P.O. BOX 3250
Fayetteville, AR 72702

Timothy S. Moore (Seal)
Timothy S. Moore

Tracey E. Moore (Seal)
Tracey E. Moore

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 1st day of Dec., 2000, before me, a notary public, personally appeared Timothy S. Moore and Tracey E. Moore, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Harriet Trust
Notary Public

My Commission Expires:
Feb 4, 2001

2000100361

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 34: FINANCE AND REVENUE, OF THE CODE OF FAYETTEVILLE, TO ESTABLISH A FORMAL PROCESS FOR THE SALE OF MUNICIPALLY-OWNED REAL PROPERTY.

WHEREAS, from time to time, the City of Fayetteville finds it necessary and desirable to offer for sale certain parcels of real property in its possession; and,

WHEREAS, the sale of any such municipally-owned real property is a matter of great importance and concern to the citizens of the City of Fayetteville;

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

Section 1. That Chapter 34: Finance and Revenue, Code of Fayetteville is hereby amended by inserting the following:

§34.27 Sale of municipally-owned real property.

(A) No municipally-owned real property shall be offered for sale without the express authorization, by resolution, of the City Council.

(B) Such resolutions shall contain a specific finding by the City Council that the subject real property no longer serves a municipal purpose.

(C) Two (2) simultaneous and independent appraisals of the real property shall be obtained for the Council's consideration.

(D) Public notice shall be given not less than thirty (30) calendar days before the first City Council meeting at which such a resolution is introduced, by all of the following means:

(1) A conspicuous display advertisement placed in a newspaper of general circulation in the City, on at least four (4) separate occasions;

(2) Certified mail, return receipt requested, to all adjacent property owners;

(3) Memorandum, via the City Public Affairs Office, to any neighborhood association within a one (1) mile radius of the subject real property; and

(4) Signs, prominently displayed, and at all approaches to the subject real property, announcing that the City Council will be considering the sale of the

real property, the date on which the sale is to be debated, as well as the telephone number of the Mayor's Office.

(E) Upon an affirmative vote of the City Council, the City shall solicit sealed bids from all interested parties for the unconditional purchase of the subject real property. Bids shall equal or exceed the appraised value of the property.

(F) The City shall sell the subject real property to the highest bidder. In the event none of the bids equal or exceed the appraised value of the property, the City shall reject all bids, and may reopen the bidding.

(G) Upon receipt of an acceptable bid, and authorization by a separate resolution of the City Council, the conveyance of the real property shall be performed by the Mayor and City Clerk.

PASSED AND **APPROVED** this _____ day of __________________, 2001.

APPROVED:

By: ______________________

DAN COODY, Mayor

ATTEST:

By: ______________________

HEATHER WOODRUFF, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: City Council Members

From: John Maguire, Economic Development Director
Ed Connell, Land Agent

Through: Dan Coody, Mayor

Date: November 15, 2001

Subject: Sale of City Property

Please accept this as an alternative to Councilman Young's ordinance. We totally agree that the Council should be kept current regarding the sale of property. However, we believe that offering real estate for sale at agreed upon prices is the best and least confusing way to accomplish the highest price for City owned real property.

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 34: FINANCE AND REVENUE, OF THE CODE OF FAYETTEVILLE, TO ESTABLISH A FORMAL PROCESS FOR THE SALE OF MUNICIPALLY-OWNED REAL PROPERTY.

WHEREAS, from time to time, the City of Fayetteville finds it necessary and desirable to offer for sale certain parcels of real property in its possession; and,

WHEREAS, the sale of any such municipally-owned real property is a matter of great importance and concern to the citizens of the City of Fayetteville;

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

Section 1. That Chapter 34: Finance and Revenue, Code of Fayetteville is hereby amended by inserting the following:

§34.27 Sale of municipally-owned real property.

(A) No municipally-owned real property shall be offered for sale without the express authorization, by resolution, of the City Council.

(B) Such resolutions shall contain a specific finding by the City Council that the subject real property no longer serves a municipal purpose.

(C) Two (2) simultaneous and independent appraisals of the real property shall be obtained for the Council's consideration, dated within six (6) months of the proposed sale.

(D) Public notice shall be given not less than thirty (30) calendar days before the first City Council meeting at which such a resolution is introduced, by all of the following means:

(1) A conspicuous display advertisement placed in a newspaper of general circulation in the City, on at least four (4) separate occasions; and

(2) Signs, prominently displayed, and at all approaches to the subject real property, announcing that the City Council will be considering the sale of the real property, the date on which the sale is to be debated, as well as the telephone number of the Mayor's Office.

(E) Upon an affirmative vote of the City Council, the City shall establish a price at which it shall offer said real property for sale.

(F) The City shall sell the subject real property to the first offeror accepted by City Staff, for final approval by the City Council.

(G) Upon receipt of an acceptable bid, and authorization by a separate resolution of the City Council, the conveyance of the real property shall be performed by the Mayor and City Clerk.

(H) The sale of industrial park lands, the sale of real property to other public entities, and the sale of real property to be used to achieve a specific municipal purpose are hereby expressly exempt from the provisions of this section.

PASSED AND **APPROVED** this _____ day of ____________________, 2001.

APPROVED:

By: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
HEATHER WOODRUFF, City Clerk

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 34: FINANCE AND REVENUE, OF THE CODE OF FAYETTEVILLE, TO ESTABLISH A FORMAL PROCESS FOR THE SALE OF MUNICIPALLY-OWNED REAL PROPERTY.

WHEREAS, from time to time, the City of Fayetteville finds it necessary and desirable to offer for sale certain parcels of real property in its possession; and,

WHEREAS, the sale of any such municipally-owned real property is a matter of great importance and concern to the citizens of the City of Fayetteville;

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

Section 1. That Chapter 34: Finance and Revenue, Code of Fayetteville is hereby amended by inserting the following:

§34.27 Sale of municipally-owned real property.

(A) No municipally-owned real property shall be offered for sale without the express authorization, by resolution, of the City Council.

(B) Such resolutions shall contain a specific finding by the City Council that the subject real property no longer serves a municipal purpose.

(C) Two (2) simultaneous and independent appraisals of the real property shall be obtained for the Council's consideration, dated within six (6) months of the proposed sale.

(D) Public notice shall be given not less than thirty (30) calendar days before the first City Council meeting at which such a resolution is introduced, by all of the following means:

(1) A conspicuous display advertisement placed in a newspaper of general circulation in the City, on at least four (4) separate occasions;

~~(2) Certified mail, return receipt requested, to all adjacent property owners;~~

(3) ~~Memorandum, via the City Public Affairs Office, to any neighborhood association within a one (1) mile radius of the subject real property; and~~

(4) Signs, prominently displayed, and at all approaches to the subject real property, announcing that the City Council will be considering the sale of the real property, the date on which the sale is to be debated, as well as the telephone number of the Mayor's Office.

(E) Upon an affirmative vote of the City Council, the City shall ~~solicit sealed bids from all interested parties for the unconditional purchase of the subject real property. Bids shall equal or exceed the appraised value of the property.~~ establish a price at which it shall offer said real property for sale.

(F) The City shall sell the subject real property to the ~~highest bidder. In the event none of the bids equal or exceed the appraised value of the property, the City shall reject all bids, and may reopen the bidding.~~ first offeror accepted by City Staff for final approval by the City Council.

(G) Upon receipt of an acceptable bid, and authorization by a separate resolution of the City Council, the conveyance of the real property shall be performed by the Mayor and City Clerk.

(H) The sale of industrial park lands, the sale of real property to other public entities, and the sale of real property to be used to achieve a specific municipal purpose are hereby expressly exempt from the provisions of this section.

PASSED AND **APPROVED** this _____ day of ________________, 2001.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. ____

A RESOLUTION OPPOSING ARCTIC OIL DRILLING

WHEREAS, the Arctic National Wildlife Refuge in Alaska, set aside in 1960 by former President Eisenhower, is one of our greatest national treasures and the last place in North America where the full spectrum of Arctic life is protected, and

WHEREAS, some 95% of Alaska's North Slope lands are already available for oil and gas exploration and development, and

WHEREAS, the Bush-Cheney Administration, heavily stacked with former oil and gas industry executives whose companies contributed a record $25.6 million to the Republican Party during the 1999-2000 election cycle, has proposed a new "national energy policy" that targets the "biological heart" of the refuge, also known as the coastal plain, for large-scale drilling and industrial development, and

WHEREAS, if the Administration and its corporate and congressional allies have their way, coastal plain drilling and related activities will irreparably harm and forever alter wildlife and marine habitats, replacing them with hundreds of miles of roads and pipelines, millions of cubic yards of gravel scoured from ponds and rivers, and enormous production facilities that would cause massive environmental damage, and

WHEREAS, such an assault upon Arctic lands, native peoples and wildlife would be a tragic mistake and a moral disaster because, as Sen. Joseph Lieberman (Dem.-Conn.) has said, "Opening the Arctic Refuge to development violates our stewardship commitment to future generations, fails to use common sense about balancing the budget, and destroys a highly threatened piece of our American heritage," and

WHEREAS, energy corporations have already been responsible for hundreds of oil spills annually and at least 55 contaminated waste sites in the Arctic region, and neither they nor the Bush-Cheney Administration can be trusted to make sound decisions on such crucial matters, and

WHEREAS, in several national polls, a majority of Americans strongly oppose any plan to plunder the Arctic Refuge to extract a relatively small amount of oil (estimated to be a four- to six-month supply at current U.S. consumption rates) that would be delivered 10 years from now,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Fayetteville, Arkansas opposes oil drilling in the Arctic National Wildlife Refuge coastal plain. We consider the Administration's "energy policy" a cynical attempt to enact a lucrative business plan for multinational corporations, rather than a credible response to anticipated energy shortages and power outages. We support a long-term energy strategy based on conservation, alternative fuel sources and improved efficiency standards. We also support efforts to make the coastal plain part of the National Wilderness Preservation System in order to permanently shield these precious resources from environmental abusers.

Passed and Approved on this 20th day of November, 2001.

Approved by ______________________ Attested by ______________________

Dan Coody, Mayor — Heather Woodruff, City Clerk

cc.
11/20/01

America Should Reject Big Oil's Tired Old Tune, Permanently Protect The Arctic National Wildlife Refuge, And Adopt A Sustainable Energy Policy

It's like a broken record and boy, is that tune getting old! Every time energy prices rise, big oil interests and their political friends start singing the same old tired song - drill for oil in the Arctic National Wildlife Refuge coastal plain - one of America's last, pristine wilderness areas and our national energy problems will be solved. Meanwhile, the state of Alaska quietly cheers on higher oil prices to balance its budget.

Big oil companies are currently enjoying huge profits, even as American consumers are paying more to heat their homes and drive their cars. Having ripped off the American consumer, the big oil companies now want to rip up America's wilderness. The fact is, drilling in the Arctic Refuge would not only be environmentally destructive, it would do very little, if anything to affect our energy prices or security.

The fact that drilling in the Arctic Refuge has once again been inserted into the debate on America's energy policy, underlines the urgent need for President Clinton to better protect this crown jewel of American wilderness from development by designating it a national monument.

Drilling in Alaska's wilderness is not a sustainable substitute for a sound energy policy

- The U.S. Geological Survey estimates that oil recovered from the Arctic Refuge would amount to less than a six month supply for American consumers. At no time would oil from the refuge be expected to amount to more than about 2 percent of US demand. Plus, it would probably take 10 years before any oil would make it to market.

- The U.S. has at most 2-3% of the world's oil reserves while accounting for 25% of the world's oil consumption. It is simply not possible to produce our way to oil independence, even if we sacrifice all of our wilderness, parks, refuges, and coastlines.

- Oil is a global commodity; U.S. oil production cannot hope to influence oil prices. In fact, in the late 1970s, after oil companies tapped the vast oil fields in Prudhoe Bay on Alaska's North Slope, the price of oil moved sharply higher. That new production in Alaska represented no more than a blip on the global oil market.

- The only way out of our current dilema and the only way for the US to achieve energy independence is to invest in energy efficient new technologies, become less reliant on oil, and embrace energy conservation, energy alternatives such as hydrogen, and renewables such as wind and solar.

- The vast majority of the increase in U.S. oil consumption in the last decade is in transportation. Industrial, residential and commercial use of oil has remained more or less constant due to investments in energy efficiency. Unfortunately, the average fuel efficiency of our vehicles has declined in recent years.

- Automakers can produce vehicles that are significantly more fuel efficient. For example, the Toyota Prius, a new gas-electric hybrid vehicle that sells for around $17,000 gets 66 miles per gallon of gasoline.

- The benefits of an energy policy focused on conservation and alternatives are not just environmental, but are also beneficial to our national security, our economic competitiveness in the world, and our balance of payments; we cannot afford to wait until the world runs out of oil to make this transition.

The 1.5 million acre Arctic National Wildlife Refuge coastal plain should be further protected as a National Monument and not subjected to oil and gas development because:

- The Refuge coastal plain is a unique internationally recognized wilderness and wildlife area that is the biological heart of the refuge and is the only area containing all of the Arctic sub-ecosystems protected in one place.

- The Refuge coastal plain cannot be developed without destroying these wild natural values. It would no longer be wilderness; the coastal plain would be occupied with a network of roads, pipelines and development.

- The Refuge coastal plain need not be developed if the US were to instead develop a sound energy policy that recognizes our own limitations to find oil in the US and focuses on the development of energy conservation and efficiencies, alternatives and renewables.

- Protecting the Refuge coastal plain is not just an environmental issue. It is also a human rights issue since the indigenous Gwich'in Indians rely on this important area for their subsistence way of life, which would be destroyed if the area were developed.

- Ninety-five percent of Alaska's North Slope is already available for oil exploration. Just this week, oil companies announced that they will significantly step up their production on Alaska's North Slope in the next five years. BP Alaska forecast a 17 percent increase and Phillips Alaska forecast a 15 percent increase in production. This is occurring while the Arctic Refuge remains off limits. We don't have to sacrifice the last five percent of the Coastal Plain

rilling

11/20/01
C.C.

FROM ALASKA

Amazing Arctic Birds

Amazing Arctic Birds

Migration Flyways

Arctic Wildlife Refuge

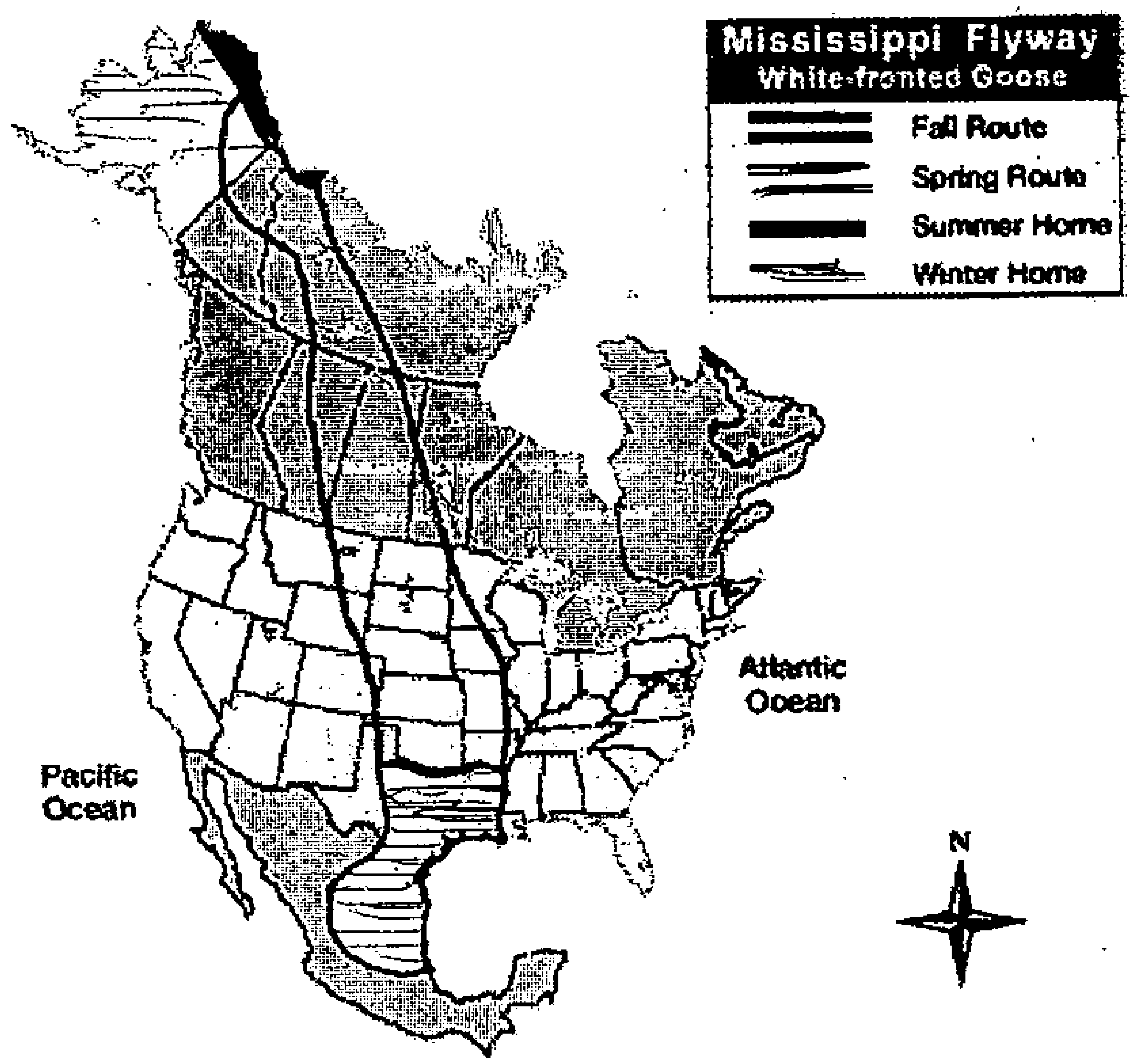
National Wildlife Refuges

Birding Festivals

Migratory Max

Links

Take Action



| Mississipi Route
|

The Mississippi Flyway

This route, from the Arctic Coastal Plain and the Mackenzie River Valley in Canada over the Great Lakes and down the Mississippi River Valley to the Mississippi delta, is low elevation, devoid of mountains. The forests and rivers and lakes along this route make attractive habitat for migrating birds. Birdwatchers can spy a remarkable variety of species during migration along this route. Our Mississippi Flyway map shows the route of the White-fronted goose. Click on the map in the sidebar to see an animated version of the goose's route along the Mississippi Flyway, or choose one of the other birds to learn more about that species.

RESOLUTION NO. 28-98

MICROFILMED

A RESOLUTION PROCLAIMING MARCH 10, 1998 AS TIBETAN NATIONAL INDEPENDENCE DAY IN THE CITY OF FAYETTEVILLE.

WHEREAS, on March 10, 1959 the army of the Peoples' Republic of China brutally attacked Tibetans demonstrating against the occupation of their country by China, and;

WHEREAS, this attack on Tibet's capitol city resulted in the massacre of many Tibetans into exile, thus beginning a reign of terror over Tibet by the Peoples' Republic of China, which has been responsible for the murder of over a million Tibetans and for the destruction of six thousand monasteries, and;

WHEREAS, the savage suppression of this historic demonstration of March 10, 1959 has come to be a symbol of Tibet's tenacious determination to regain her freedom and autonomy, and the Tibetan people therefore commemorate March 10 as Tibetan National Independence Day, and;

WHEREAS, the City of Fayetteville is the home of J.W. Fulbright and the Fulbright Institute, and Fulbright scholar, Ngawang Choepel, is one of the many native Tibetans currently in prison, arrested by China while studying traditional dance and music in Tibet through the Fulbright grant program.

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

Section 1. That we, the City Council of Fayetteville do hereby affirm our strong belief in human rights for all people by officially proclaiming March 10, 1998 as Tibetan National Independence Day herein the City of Fayetteville, Arkansas. By our expression of support for the Tibetan people, may all governments be encouraged to respect the civil and religious freedom of their citizens.

PASSED AND APPROVED this 3rd day of March, 1998.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: City Council

Thru: Dan Coody, Mayor DC

From: Gary Dumas

Date: Friday, November 09, 2001

Subject: Discussion of Recycling/Solid Waste Program Evaluation and Recommended System Improvements

---

On your agenda for November 20 is the discussion of the above report. A copy was distributed though your mailbox in the Clerk's Office last week. If you need a second copy please contact me.

The City of Fayetteville is at a critical decision point in waste management services. Decisions made now will affect both residential and commercial waste collection, as well as recycling services for the next several years.

With any organization, especially one as large and complex as the Solid Waste Division, one of the priorities of the management structure is to constantly review processes and practices to make certain that services are efficient, cost effective and accomplishing the tasks needing to be performed. Without this constant monitoring for efficiency, revenue loss may be likely.

The Division has evaluated several possible improvements to operational protocols, included with this discussion.

As this discussion begins, several parameters need to be defined. They are:

First: The mission of the Solid Waste Division is to promote waste reduction, encourage reuse, provide recycling options, and finally, to provide disposal services for that which cannot be salvaged.

Second: Providing services at an economical rate for all customers.

Third: Providing the best service possible to each customer.

The Solid Waste Division's primary goal is to provide efficient, convenient, and cost effective service for its customers. An objective in the provision of this service is to maintain a balance between rate structure, waste reduction strategies, and waste disposal.

The Environmental Concerns Committee has also received the report and should begin their discussion on November 14.

The report covers a wide array of recommendations and it is anticipated that the discussions may continue for several weeks.

Staff will make a formal presentation at the November 20 Council meeting, if the Council desires.

Recycling/Solid Waste Program Evaluation and Recommended System Improvements

Prepared For City Council Review and Discussion Beginning November 20, 2001

Date: Thursday, November 1, 2001

Table of Contents

Summary

The City of Fayetteville is at a critical decision point in waste management services. Decisions made now will affect both residential and commercial waste collection, as well as recycling services for the next several years.

Culminating at this time are several factors:

- The fleet of vehicles collecting residential waste is due for replacement. This occurs on a 7 to 10 year frequency at a very substantial cost;
- The need to improve the volume-based waste collection program;
- The need to address escalating worker's compensation expenses;
- The need to stabilize employee turnover;
- The rising costs for providing effective customer service.

There are several options available to the City to address these issues.

1. Do nothing; allow the program to continue with current factors;
2. Modify the existing volume-based waste collection program by:
    a) having the distribution of the bags at retail outlets, *or*
    b) instituting an automated cart program;
3. Expanding revenue-generating services to additional program areas.

In 1990, the City of Fayetteville began working on waste stream reduction. This program began simply, as did most other communities who began to reduce landfill utilization, with drop-off recycling. Services have evolved over the past decade to encompass an intermediate volume-based residential program, including curbside sort recycling and yard waste composting, all based upon a pay-as-you-throw fee structure. Other expansions of waste reduction efforts have included a commercial and apartment blue bag recycling program, the white paper igloo program and commercial cardboard recycling.

The waste stream reduction program currently implemented by the City of Fayetteville fills a need, but its success has created an expectation and desire for continued improvement. The expected improvements are:

- Glass recycling at food and drink establishments;
- Expanded cardboard recycling at commercial businesses;
- Construction and demolition debris recycling;
- Improved processes for small commercial and apartment source separated recycling; *and*
- School and university recycling.

The Solid Waste Division currently facilitates several large, complex services including:

- Weekly residential waste pickup;
- Weekly residential curbside recycling pickup;
- Weekly and as needed small container commercial waste pickup;
- Limited commercial recycling,
- In-house recycling programs for schools and City offices;
- Operation of the materials recovery facility;
- Marketing and disposition of all the recycled material collected;
- Residential bulk waste pickup;
- Curb the Clutter Program;
- Community clean-ups;
- Weekly yard waste collection; *and*
- Converting collected yard waste into a usable compost or mulch product.

These activities all require significant equipment and personnel to perform. With growth of the City during the past 5-years these resources, which have not grown equally, are being taxed to the extreme.

With any organization, especially one as large and complex as the Solid Waste Division, one of the priorities of the management structure is to constantly review processes and practices to make certain that services are efficient, cost effective and accomplishing the tasks needing to be performed. Without this constant monitoring for efficiency, revenue loss may be likely.

According to the Solid Waste Rate Study prepared by DMG-Maximus, using 1999-2000 data, the rate each residential customer pays for monthly service is subsidized approximately $4.71 per month by non-residential waste disposal fees. According to this rate study the annual subsidy is approximately $1.02 million.

The Division has evaluated several possible improvements to operational protocols; included with this discussion.

As this discussion begins, several parameters need to be defined. They are:

First: The mission of the Solid Waste Division is to promote waste reduction, encourage reuse, provide recycling options, and finally, to provide disposal services for that which cannot be salvaged.

Second: Providing services at an economical rate for all customers.

Third: Providing the best service possible to each customer.

The Solid Waste Division's primary goal is to provide efficient, convenient, and cost effective service for its customers. An objective in the provision of this service is to maintain a balance between rate structure, waste reduction strategies, and waste disposal.

The desire to efficiently manage waste in an economical manner is the compelling influence for the generation of recommendations of this report. Those recommendations and their potential sequencing are as follows.

Summary of Recommendations

	Program	Sequence	Purpose
1	Implement a cart-based automated residential waste collection program.	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce collection costs; Reduce worker's compensation injuries, lost time, medical costs.
2	Expand recycling fleet to meet growth needs of the community.	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce overtime costs; Reduce worker's compensation injuries, lost time, medical costs; Provide service that is more efficient to customers.
3	Implement senior citizen discount for those in need.	Council review in the Winter of 2001, implementation in the Summer 2002	Provide economic relief for senior citizens in need.
4	Expand community recycling by offering apartment-specific recycling services.	Council review in the Spring of 2002, with implementation in the Fall of 2002	Improve community waste diversion rates by including apartment (multi-family dwelling) residents.
5	Improve compost and mulch quality.	Council review occurred in Fall of 2001, full implementation will be complete in Fall of 2002	Compost and mulch are recycled products. Improved quality of these products; Add to the retail and commercial value of products.
6	Implement roll-off services for large commercial accounts, including recycling services.	Council review in Winter of 2001, with implementation in Spring of 2002	Expand ability to directly influence recycling at the larger commercial sources; Offer expanded public services to the business community; Expand revenue base.
7	Implement roll-off services for construction and demolition debris.	Council review in Winter of 2001, with implementation in Spring of 2002	Offer expanded city services to development community; Expand revenue base.
8	Implement roll-off services for recycling of construction and demolition debris.	Council review in summer of 2002, with implementation in Winter 2002	Offer recycling options for development community; Offer public services to this sector of the business community; *and* Expand revenue base.
9	Implement glass and metal recycling at food, bar, restaurant establishments on selected basis.	Council review in the Fall of 2002, with implementation Winter of 2002	Expand recycling into areas which can have a significant impact upon landfill utilization reduction; Create local resource of glass cullet sized and graded for re-use in paving, trails, parking lot base fill, etc.

Where are we?

The 2001 Solid Waste budget is just over $5 million. That budget serves approximately 20,000 residential customers with waste and recycling service and 2,200 commercial accounts at least once weekly. Total collection equals approximately 40,000 tons annually of waste, recycling materials, brush, grass, and leaves.

Disposal costs, for the non-reusable material including tipping fees at the landfill, is approximately $1,000,000 per year - 1/5 of the entire budget for solid waste collection and composting services. Recyclable and compost ingredients make-up approximately 1/8 of the material collected annually. The recycling and composting program diverts approximately 5,000 tons per year from the landfill. The majority of this material comes from the residential program, with some contributions from commercial cardboard and office white paper.

In order to positively address community expectations, the methods of waste disposal for the entire community must be evaluated. In doing so, the current diversion rate of the entire waste stream of 12.5%, should increase to levels approaching 25% by 2003 and 50% by the end of 2004. The vectors of community waste disposal methods include:

- The private commercial waste haulers,
- City ordinances which should be encouraging diversion but may be counterproductive because of lack of consistency in implementation; and
- Existing programs, which may actually create ambivalence toward a program of waste reduction and diversion.

City Ordinance 50.29 requires that all private waste haulers must have a contract with the City to collect waste within the City Limits. In 1998, Sunray Services received such a contract, which was valid for one year and has not been renewed. No other private provider has received such a contract from the City Council.

Current removal costs by private providers varies depending upon type of equipment needed to serve the business. In order for a waste stream management program to be affordably effective in both diversion and reduction, the City of Fayetteville should manage the entire removal process so that commercial and industrial activities can participate the same as residents. The City of Fayetteville can achieve the desired diversion rates by providing services at a cost effective rate to the consumer and by implementing a consolidated management plan for all sectors of the community while helping stabilize and minimize any increases in the residential rate structure.

How do we get there?

Any expansion of services that addresses the levels of diversion and reduction desired will require staffing changes and a change in the way solid waste programs are implemented. Any change of this magnitude will also require a significant redirection of existing resources.

All programs within the Solid Waste Division are being evaluated. Consequently, some increases in staff and new equipment may be necessary as community services are expanded. The fees charged for each respective service will sustain these increased services.

Residential Waste

Due to the age of the current waste collection fleet, all residential waste vehicles are due to be replaced in the upcoming budget year. This provides an opportunity to improve the manner in which residential waste is collected. The current manual collection method requires 2-man crews on five daily routes 4 days a week, providing service to each resident once each week. The crew is comprised of one Truck Driver and one Sanitation Route Worker on each of the 5 routes. The Route Worker picks up each waste bag and places it in the rear loading compactor truck. Each truck will pick-up between 24,000 and 40,000 pounds per day, depending upon the route. The entire waste collection fleet is comprised of six rear loader trucks, one of which is intended to be a spare, but is in regular route circulation as maintenance issues typically have at least one vehicle in for repair.

Due to maintenance issues, the residential waste or recycling fleet is frequently reduced by one or two vehicles. When this occurs the remainder of the fleet must expand their routes to cover the daily workload. Consequently, some workdays are 12 to 14 hours, creating overworked staff susceptible to injury and accidents. Additionally, the overtime pay for these expanded workloads is excessive and the time available for overnight equipment repairs is minimal. Additional results are that staff turnover is high and training due to short staffing is low, which leads to additional susceptibility to accidents and workers compensation expenses.

The benefits of the automated waste collection fleet upgrade are twofold. Automated waste collection systems require one person instead of two to operate the truck and route. This streamlines labor expenses. Additionally, the upgrade to an automated system would allow our City to implement a truly volume-based waste program by providing a range of cart sizes for each customer's choice, with a corresponding rate structure.

Before moving to that program proposal however, the existing program and potential improvements must be evaluated to determine the feasibility of possible options.

Purple-Bag Volume-Based Program with Retail Distribution

The City began the volume-based bag program in calendar year 2000 with the distribution of approximately 1,768,000 purple bags. The program continued in calendar year 2001 with the distribution of approximately 1,575,900 purple bags. City distribution of these bags has been inconvenient for the customer and there are constant problems with accountability for assuring customers receive the delivered bags.

To explore the volume-based waste collection variables and issues further, DMG-Maximus, Inc. conducted a **Solid Waste Cost of Service and Rate Design Study** in the winter of 2000-2001. This Study included an analysis of logistics involved in providing the volume-based bags through retail outlets rather than through City distribution. A summary of their findings follows. The data used in the study was generated during the fall and winter of 2000 and from the completed budget years of 1999 and 2000. No significant changes have occurred in the operations since the time of this study that have changed revenue or expenses other than normal inflationary trends and no fee changes have been implemented to adjust revenue.

> The current fee structure sets the residential rate at $9.25 per month per residence. The actual cost per month to serve each residence in 1999-2000 was $13.96. The non-residential ratepayer subsidizes this difference of $4.71. The residential rates generate $2,001,885; a shortfall of $1,019,338 is made up by the non-residential rates.
>
> Based upon an internal waste audit conducted by Solid Waste of the approximate 3,343,900 bags distributed for 2000 and 2001, approximately 2,533,440 have been collected. This leaves an uncollected inventory of 810,460 bags. In building a model that will accurately reflect the necessary revenue, the rate study recommends that bags be provided to retailers for $1.00 per 33-gallon bag. (The retail markup will vary.) This would leave a monthly residential rate at $6.87, with the subsidy remaining. If most customers continued to use 1 to 2 bags per week, or 4 to 8 bags per month, the effective cost per residential customer would be between $10.87 and $14.87, before the retail markup of the bags. This is a substantial increase above the current fee structure. Even at this rate, the revenue necessary to maintain service may be inadequate due to the uncollected inventory of bags.

Summary of Revenue Projections with Retail Distribution

[illegible]	Number of Bags Used per Month	Number of Annual Bills	Monthly Bill Fee	Revenue Generated from Bills	Cost per Bag before Retail Markup	Revenue Generated from Bag Sales Less Bag Costs	Total Revenue Generated	Monthly Cost per Customer before Retail Markup	1999-2000 Revenue Necessary to Operate System with Subsidy Unchanged
[illegible]	4	216,420	$6.87	$1,486,805	$1.00	$692,544	$2,179,349	$10.87	$2,001,885
[illegible]	8	216,420	$6.87	$1,486,805	$1.00	$1,385,088	$2,871,893	$14.87	$2,001,885
[illegible]		216,420	$6.87	$1,486,805		Less 810,460 Bags Purchased & Less Bag Costs $44,176	$1,530981		$2,001,885
[illegible]		216,420	$6.87	$1,486,805		$736,720	$2,22525		$2,001,885

The Rate Study indicated a concern for revenue stability with the retail distribution due to the uncertainty of uncollected inventory of bags and the unpredictability of customer bag purchases. Many of these bags may have left the community with the annual changes in customer base. Nevertheless, the potential impact of this unaccounted for inventory must be accounted for in the rate structure.

Historically, the Solid Waste Division has acquired and distributed the volume-based purple-bags through an annual fall distribution. This has required a full mobilization of staff, on an overtime basis, to hand-deliver the annual allocation of purple bags to each customer. There have been constant problems with this distribution, as some customers have not received their bags for a variety of reasons. Some of these reasons are not resolvable with this type of distribution. Additionally, when new customers move to the community or when existing customers deplete their supply of bags, they must come to the Solid Waste Offices on Happy Hollow to obtain their bags and recycling containers.

Automated Cart Program

In an effort to determine program feasibility and the level of community participation in an automated cart program, the Solid Waste Division conducted two pilot demonstrations. The first was from June 5, 2000 through July 20, 2000. The second was from March 6, 2001 through April 23 2001.

In the first pilot program, approximately 234 households participated. The purpose of this pilot was to determine if the automated vehicle and carts were feasible in Fayetteville and the level of community participation. The results of the study were favorable. One hundred forty two participants responded to the survey when they returned their carts. The results were as follows.

June 5 to July 20, 2000 Cart Pilot Survey Results

Average number of persons per household	3.13	
2000 U. S. Census persons per household	2.45	
Cart size choice	32 gallon	11.97%
	64 gallon	76.76%
	96 gallon	11.27%
Carts easier than bags	Yes	90.85%
	No	9.15%
Do you prefer bag or carts	Carts	88.03%
	Bags	11.97%
Would you pay $2.00/month for cart	Yes	64.79%
	No	35.21%
Would you purchase cart for $40.00	Yes	57.75%
	No	42.25%

As result of this test, a second pilot program was implemented in March of this year. The purpose of this second pilot was to continue to test the feasibility of the fully automated system and to evaluate equipment. The second pilot had 1,400 participants. The program continued to prove feasible and several different manufacturers provided equipment to be used in the pilot program with our drivers operating the equipment.

The proposed cart program would take the volume based, pay-as-you-throw fee structure beyond the intermediate pink bag program. With the pink bag program, each household is allocated the same number of bags, regardless of the number of residents within that household. Therefore, a family of six has the same amount of bags distributed as a family of two. With different sized carts available to each customer, the volume-based system truly becomes a matter of choice and lifestyle. Therefore, waste reduction practices are a matter of customer choice, based on the fee each household would like to pay for waste disposal.

The automated, variable-sized cart program would require 6-daily routes 4 days a week providing service to each resident once each week. The fleet would consist of seven vehicles, including one spare and one small-automated vehicle, which would be used in congested areas with narrow streets where large equipment is difficult to handle. Currently, the narrow congested areas offer great difficulty for our existing equipment.

Rationale for Change to Automation

Inability to Maintain Necessary Staffing Levels

As mentioned above, the Sanitation Route Worker will load from 12 to 20 tons each day into the back of the rear loader. The pay for this employee grade is from $8.20 to $11.56 per hour, somewhat comparable to fast food service pay rates. Because of the low pay, employees are difficult to hire and even more difficult to keep. This creates a serious staffing and training problem. With a continuous staff turnover rate, safety training is consequently compromised in order to get new hires in place. This minimal training leads to higher rates of personal injury accidents, sprained ankles, sprained knees, shoulder injuries, etc. These all contribute to the Worker's Compensation costs, health costs, and lost job time. This perpetuates a downward spiral of labor shortages, minimal training and on-the-job injuries.

Worker's Compensation Losses

The injuries that occur have created a serious expense and lost work problem. Some injuries are a part of the job, but not of the magnitude that are currently being experienced in the Solid Waste Division. The work required of each employee at this staffing level is more than should be reasonably expected. Either staff and number of routes need to be increased, or the manner in which the work is done must be made more efficient. The most cost effective approach is through the use of automation.

The Solid Waste Division costs for Worker's Compensation premiums are based upon State of Arkansas losses within municipal Solid Waste Departments from throughout the State. Solid waste activities in this pool have the highest injury incidence of any municipal work group. The local experience has historically reflected a similar incident ratio. The Fayetteville Solid Waste Division premium in 2000 was $76,890. Due primarily, but not solely, to the number of job related injuries in the Solid Waste Division, the City has been placed into a high-risk pool. This placement mandates a program to reduce job related injuries and can result in very significant increases in our Worker's Compensation premium if the program is not effective.

The lost time costs and medical expenses from 7-1-99 to 6-30-01 were $133,029.50 as provided by the Personnel Department.

According to a summary report from the Little Rock Solid Waste Division, when that department went to automation their medical expenses dropped from $198,589 to $45,144. A similar report from Edmond Oklahoma reported similar findings as their Worker's compensation related injuries dropped from a high of 25 in fy89-90 to three in fy00-01.

Worker Safety

Some employee injuries are caused by exhaustion, carelessness, lack of training, etc. Others are caused by the actions of others. Some of the most frightening of these involve hypodermic needles in waste and recycling materials. To date this year, four employees received medical treatment for incidents with customer needles in the waste stream. The short-term healthcare costs of these incidents and follow-up costs for regular examinations have not been significant, ranging from $700 to $2,450 per incident. To date no transmittable diseases have been present nor have been manifested. If an employee were to be infected by some contagion however, the cost could be very substantial. Two of these incidents were in the Recycling Section and two in the Residential Trash Program.

Community Litter

The current bag program creates a certain image for the streetscape. Some bags are placed in inappropriate locations and neighborhood animals tend to tear open pink bags on a regular basis. This creates an unsightly litter problem for some neighborhoods and our community at large.

Scheduled Fleet Replacement

The waste fleet is currently scheduled for replacement and can be replaced with fully automated vehicles (one truck driver with the aid of an articulating arm on the vehicle will be able to serve each route), freeing five Sanitation Route Workers for other needed duties.

As our recycling services grow, the Solid Waste Division is in a position to role model waste reduction practices. Automated waste collection routes reduce staffing needs in waste operations and create the potential for former waste haulers to become available staff for needs in current recycling operations. Based on community demand, the recycling operations are currently in need of two additional residential routes, a commercial paper route and assistance in the materials recovery facility.

Labor Costs

The residential waste collection labor costs will drop substantially. This labor cost savings of five Sanitation Route Workers will help offset necessary staffing increases proposed in the Recycling Collections/ Materials Recovery Facility, in the Composting area, and the additional smaller vehicle for residential trash collection.

Recycling

As with the residential waste program, the residential recycling routing begins at 6:00a.m. On some days, due to fleet maintenance and heavy loading, the routes are not completed until around 6:00 or 8:00p.m. Subsequently, this then requires the materials recovery facility to operate until 7:00 p.m. to 9:00 p.m. to clear the facility floor of the material deposited with the final run of the day.

The recycling program is comprised of seven routes, running 4 days per week. The fleet has nine vehicles, two of which are classified as spares. However, due to the current workload and maintenance issues, the seven routes are expanded to nine when all vehicles are operational. Even with this expanded routing, the volume of recovered materials exceeds current staffing and equipment availability. Additionally, the route collection workers have some days that are 14+ hours long. This creates problems related to worker morale and safety.

With an automated waste collection system, the Recycling Collections/Materials Recovery Facility staff can be increased by four personnel (four of the five re-classified Sanitation Route Workers). These repositioned route workers can accommodate the current needs and begin to address the community demand for expanded recycling at apartments and schools and into areas such as commercial glass, aluminum, and small container cardboard.

Recycling operations currently provide small businesses, city offices and schools with in-house recycling collection for 3 paper grades (white/newspaper/mixed paper) and some additional container recycling. Due to staffing inadequacies, there is no consistent staff member to manage the in-house collection and some in-house customers have to call frequently to receive collection service.

Currently, some of the community schools and some apartment complex residents recycle using the blue bags. The bags are deposited near the waste container and then sorted by the recycling truck driver. This creates two problems. First, if the program is successful there are several bags. At some stops, there are nearly 100 bags and the bags are frequently torn, with debris strewn in the area. Secondly, the driver must sort the bags at the site. This takes a great amount of time, substantially delaying the remainder of the day's collection process.

The SWD Materials Recovery Facility currently operates with 3 staff members who maintain white paper collection igloos, oversee the quality of material as it's baled for market and facilitate the delivery of our recycled product to appropriate locations. In the last quarter, the MRF lost revenue on three separate shipments of recycled materials because of bale contamination. This can be directly attributable to the staff workload.

The proposed plan

- This quarter, staff is implementing a pilot program with the Fayetteville High School to source separate recyclable materials into a custom designed roll-off container. This will allow the users to effectively participate, remove the blue bag clutter and greatly reduce collection time. The container will be collected on a weekly basis with existing equipment. The containers will be provided as a part of an ongoing community education program with the high school Student Council participants. Students will gather data on weights and volumes for collected materials. As the program continues through the school year, business and math students will quantify data into a financial waste reduction business plan for High School board members. The school will not be charged for the container in this first year, but will assume a lease for container maintenance in the 2002-2003 school year. The individual school will be responsible for control of the site and litter and debris pickup around the site.

- A similar process is proposed for apartments, but with 95-gallon carts rather than the large roll-off bin. Smaller recycling areas can be designed with the carts to allow customers to source separate recyclable materials at convenient locations around the apartment complex. These smaller units are also more attractive to apartment managers and owners. Staff is currently initiating a pilot apartment (multi-family dwelling) recycling pilot program with two apartment complexes, the Greens and the Cliffs, respectively. Time savings will be significant for recycling route personnel who service the containers, as the materials will already be sorted by customers as they recycle. The containers would be provided for a service fee, however the apartment complex owner would be responsible for control of the site, litter and debris pickup, theft and vandalism, no differently than the current residential program.

- Commercial recycling of glass and aluminum is a new program. This program will expand slowly, but will first focus upon large quantity generators of these materials. The plan will be to work with glass distributors to encourage bottle recovery and also with the appropriate businesses to make glass and aluminum recycling convenient and cost-effective. One-on-one consultations will tailor the program to each business's waste reduction needs by conducting waste audits with eligible programs that demonstrate the bottom line savings of recycling and avoided disposal costs. Efforts will be made to keep the glass separated by color and therefore marketable in the normal recycled glass market. Due to the low recovery costs for co-mingled colors of glass, generators of this material may experience a different rate structure that those businesses that can maintain glass color separation. Staff is currently researching potential co-mingled glass markets and alternative uses for this material, such as a gravel replacement for construction, parking lot and road base fill.

- Small commercial cardboard is an existing program with a strong market that needs to be expanded. This can be accomplished easily through increased marketing, promotion and collection services. An incentive to separate cardboard currently exists in the solid waste rate structure, although this incentive has not been marketed heretofore. Additional promotion of this incentive and an evaluation of the avoided disposal costs should be adequate to increase this program substantially.

- The City is proposing a program expansion into large commercial accounts. As this program is expanded, the commercial cardboard will also be source separated. This program will be actively promoted as a cost-effective method for the customer to reduce their waste management fees.

- Construction and Demolition recycling is a program area that the solid waste division is beginning to address. There are logistical issues with this program to be resolved that will need careful study over the next year. The program will be scheduled for implementation in the winter of 2002.

Composting/Bulky Waste Facility

The composting operation is comprised of two activities. First, are those actions involving collection, composting and disposal of yard waste. The second involves the collection, chipping and disposal of woody material, or tree and shrub waste.

Until November1, 2001, the yard waste collection program was available to customers through a subscription basis. In an effort to include more City residents in yard waste collection services, Council expanded the program by offering collection services to residents at no fee. This expansion requires that participating customers place their green waste (grass) or woody waste (leaves) in either compostable paper yard waste bags or reusable receptacles, with pick up to correspond with normal waste/recycling days. The yard waste collection program also includes larger woody material (limbs/brush), as long as it meets certain size limitations.

Composted material is made available to the public as it becomes ready. In the past, the quality of the composted material has been poor, with foreign material being the primary problem and seeds still having viability within the compost. These two problems are in the process of being resolved by additional training for composting staff, with the purchase of more efficient compost turning machine and the use of a screener to remove foreign objects. With these changes, the finished compost product will be of much higher quality and will marketed as such to customers.

The second activity of the composting operation is the woody material handling. This material is collected, stored a short time and then processed through a grinding machine. The product is then distributed for free as mulch. The mulch still includes some foreign matter and is not of uniform size. To improve the quality of the mulch product, it will be screened to remove foreign objects and sold as a size-graded product. As these improvements come on-line, the finished mulch product will also be sold to the public.

Bulky Waste pick-up is also available to homeowners two times each year. This may be green or woody wastes if the resident chooses or it may be household items, with certain limitations (refrigerators, etc.). Additional pickups are available for a fee. These bulky item pickups are by appointment only and the resident must call to make a reservation for the service.

Small Commercial Services

Small Commercial Services

The small commercial program includes restaurants, offices, and small retail businesses. These are the type of activities that utilize the 95-gallon and the 2-yard to 8-yard container services of the Solid Waste Division. Historically, the City has not been able to provide larger containers. The current program includes cardboard and paper recycling. For purposes of this discussion, recycling activities are separately addressed within the Recycling section. Several possible changes are currently being evaluated to enhance this program area. One major change under consideration involves larger compactor containers serving multiple businesses at a pro-rated fee. This would totally enclose the waste rather than having it in an open top lidded container, reducing odor, pest and rodent problems, and free-up parking by consolidating multiple waste containers into a single compactor. This multiple user concept may not be applicable in all locations, but the expanded compactor service will be an added feature that will be advertised as a way to solve some of the problems of waste management.

Large Commercial Services

The City of Fayetteville does not currently provide service to large commercial or industrial businesses. Third party vendors have previously provided this service. This service can provide revenue for the system to expand into the other areas discussed above. These types of customers are Wal-Mart, Target, Kohl's, Tyson plants, etc. The equipment currently in the Solid Waste Fleet can accommodate this service expansion. As service develops, more equipment may be required but the costs would be offset by revenue from the service.

What does all this mean?

There have been many program enhancements listed above. These all have associated benefits and costs. A proposed cost allocation and residential fee structure is proposed in this and the following section. The residential rate structure is based upon the finding of the **Solid Waste Cost of Service and Rate Design Study** prepared by DMG-Maximus, Inc. in the winter of 2000-2001. Reviewed will be an expense and revenue stream for each program area:

- Residential waste and recycling;
  - Senior citizen discount;
- Residential yard waste and composting.

Residential Waste and Recycling

The following charts summarize the costs of the current and proposed 2002 residential waste and recycling rate. This data is from the **Solid Waste Cost of Service and Rate Design Study** prepared by DMG-Maximus, Inc. in the winter of 2000-2001.

Calendar year 2000

Residential Trash Service Rate = $9.25

Trash service costs are

Trash collection costs----------	4.85
Trash disposal costs-----------	1.69
Bulk pick-up service----------	0.42
Bulk disposal costs-----------	0.05
Recycling collection costs------	<u>6.95</u>
Total	13.96

Subsidy from non-residential waste management services $13.96 less $9.25 = $4.71

At the current level of service, the non-residential ratepayer subsidized the residential rate by $4.71 in 2000.

The subsidy will continue to escalate if changes are not made to improve the rate class distribution or unless program changes are implemented.

The program change proposed is a volume based automated cart program in 2002.

Calendar year 2002

Proposed Average Residential Trash Cart Service Rate = $9.25

(Based upon the use of automated equipment and carts.)

(2000 expenses)

Trash service costs are

Trash collection costs	2.36
Amortization of carts	0.86
Trash disposal costs	1.69
Bulk pick-up service	0.42
Bulk disposal costs	0.05
Recycling collection costs	6.95
Total	12.33

Subsidy from non-residential waste management services $12.33 less $9.25 = $3.08

This would reduce the necessary average subsidy from the non-residential ratepayer to $3.08, a savings of $1.33.

This subsidy will increase with the Senior Citizen Discount discussed below.

Senior Citizen Discount

DMG evaluated the impact of an Over 65 Discount within the **Rate Study**. Their analysis assumed a discount for all 65 and older households. There are approximately 3,073 households with persons 65 years or older within the City of Fayetteville according to the 2000 Census. Of these approximately 28% live at or below the poverty level. (2000 Census Data is not available for income statistics. Therefore, this calculation is derived using 1990 Census Income Data and 2000 Census General Demographic Characteristics and interpolating to derive a percentile below the poverty level for 2000. For budgeting purposes, this interpolation is adequate.) This 28% can be provided a discount of 25% off the normal rate with an adjustment in the subsidy. The non-residential ratepayer subsidy will increase by approximately $0.11 or to $3.19 per residential ratepayer or the residential rate can be increased by $0.11.

Residential Yard Waste and Composting

The City Council in September authorized modifications to this program area, which reduced the work required in the composting operation. The staff involved in that activity will be reassigned to monitor the community drop-off site and maintenance of the grounds.

Commercial Waste and Recycling

Commercial waste and commercial recycling programs make up a large part of the revenue stream of the Solid Waste Division. As noted above, this group of programs provides a substantial subsidy to the group of residential programs. Currently, that subsidy is a little over 33% per month for each residential ratepayer. If a residential waste automated program is implemented that subsidy will reduce to 25%. This adjustment will help to delay any increases in waste management rates for the residential customers. These activities of the Solid Waste Division help to maintain an attractive residential rate structure.

Earlier this year the Council authorized the purchase of a second roll-off truck to serve as a backup vehicle and to be used primarily within the recycling area. This was necessary due to the critical timing needs of the operation. However, with this purchase, an opportunity has been created to allow the expansion of service into the large container market, serving larger commercial customers and industrial waste accounts. This expansion of service can not only make full utilization of equipment, but can provide an expansion of our commercial accounts, aiding in overall rate stability, and can provide more economical waste and recycling services to our residential and commercial citizens.

Small Commercial Waste and Recycling

The small commercial waste and recycling program encompasses all customers who utilize the 95-gallon to 8-yard containers. These customers may be multi-family residential, retail, or commercial activities. These customers may also participate in cardboard or white paper recycling.

Improvements planned for this group of customers are as follows:

- For multi-family units:
  - Several complexes have ad hoc recycling programs. The current blue bag program is a co-mingled recycling collection that requires considerable post-collection sorting when participation at the complex is high. Some are more active than others, but the common detractor is the litter and debris synonymous with blue bag collection programs. In order to resolve these problems, we will be working with each multi-family complex to tailor a collection system that fits their needs. These systems will generally revolve around 95-gallon carts or compartmentalized roll-off containers at the complex which will allow the residents to source separate their recyclables at the complexes recycling and waste centers.
- For Retail and Commercial Activities:
  - *Recycling:* The current programs for recycling are white paper, newspaper, and cardboard. White paper and newspaper recycling is on a voluntary basis. When the customer requests the service, a recycling container is provided at no cost. The program is functioning adequately but the number of participants can be increased. The program will be made more visible to the community and additional participation will be encouraged. The program will remain voluntary.

    The cardboard program is also voluntary but there is a fee for the cardboard container. There is a reduced rate for the service that makes it very attractive. However, the program is not marketed effectively and participation rates can be improved. The program will be made more visible to the community and additional participation will be encouraged. In an effort to reduce contamination of the cardboard, the cardboard containers will be painted a uniform "cardboard tan" color and more effectively labeled.

- *Waste Removal Service:* Many commercial activities are located in small strip malls or other shared buildings. This causes the need for multiple containers, creates aesthetic problems, takes up valuable parking, and hinders circulation in the parking lot. An option that will be explored on a case-by-case basis with businesses in this type of situation will be shared compactor containers. This option has not existed before the City's expansion of service into the larger roll-off style containers.

Large Commercial Waste and Recycling

In the past, the City of Fayetteville has not provided service to commercial users who needed large roll-off style containers. With the acquisition of a backup roll-off truck, an opportunity has been created which will allow the City to provide this service. By entering into the large commercial market area, the City will be able to provide the service at a competitive rate, provide consistent service to all customers, promote recycling by providing a rate structure that encourage removal of cardboard, white paper, and newspapers the waste stream. As expansion of these services expand additional equipment and resources will be necessary. These investments will occur only as needed and only when offset by revenue generation.

Recommendation

Many program improvements have been listed above. The following is a summary of strategies that will control costs, improve revenue, and move the community in necessary steps toward the goals of increasing waste stream diversion to levels approaching 25% by 2003 and 50% by the end of 2004.

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
1	Implement a cart-based automated residential waste collection program	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce collection costs; Reduce worker's compensation injuries, lost time, medical costs	7-Vehicles-~$1,120,000, these vehicle are scheduled for replacement and are an anticipated expense. Costs will incur even if no systemic changes occur. ~20,000 carts of various sizes - $880,000 Deposit equal to value of cart will be required and customer will be responsible for reasonable care of cart	Reduced employee expense - ~$128,720/year. Reduced worker compensation expenses - ~$33,257/year. Eliminate need to purchase annual supply of purple bags - ~ minimum of $130,000/year. Total annual benefit - ~$291,977 Carts expense recovered in just over 3 years	20 gallon $5.85 32 gallon $6.98 56 gallon $9.25 64 gallon $10.01 96 gallon $13.03
2	Expand recycling fleet to meet growth needs of the community	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce overtime costs; Reduce worker's compensation injuries, lost time, medical costs; Provide more efficient service to customers	5-vehicles -~$560,000 Beginning in the summer of 2002, deposit equal to value of recycling bin will be required and customer will be responsible for reasonable care of bin	The current workload on the existing routes is excessive. This change will reduce employee turnover, employee injuries, vehicle accidents and employee overtime	NA

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
3	Implement senior citizen discount for those in need	Council review in the Winter of 2001, implementation in the Summer 2002	Provide economic relief for senior citizens in need	Costs will be subsidized for non-residential ratepayer.	Reduced cost for senior citizens in need	20 gallon $4.39 32 gallon $5.24 64 gallon $7.51 96gallon $9.77
4	Expand community recycling by offering apartment-specific recycling services	Council review in the Spring of 2002, with implementation in the Fall of 2002	Improve community waste diversion rates by including apartment (multi-family dwelling) residents	Operational costs will be reduced due to improvements in the processes that the route collection worker will be able to use Recycling revenue will increase due to increased participation Containers will be provided for a fee	Increased waste stream reduction	NA
5	Improve compost and mulch quality.	Council review occurred in Fall of 2001, full implementation will be complete in Fall of 2002	Compost and mulch are recycled products. Improved quality of these products; Add to the retail and commercial value of products	NA	Improvements will add value to compost/mulch products, which currently have little to no monetary value	Fees will be established when all improvements are in place to add value to product. This is anticipated to be fall of 2002

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
6	Implement roll-off services for large commercial accounts, including recycling services.	Council review in Winter of 2001, with implementation in late Spring of 2002	Expand ability to directly influence recycling at the larger commercial sources; Offer expanded public services to the business community; Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service and through the sale of recyclable material. This program will be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste reduction program to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002
7	Implement roll-off services for construction and demolition debris	Council review in Winter of 2001, with implementation in Spring of 2002	Offer expanded city services to development community; Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service. This program is proposed to be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
8	Implement roll-off services for recycling of construction and demolition debris	Council review in summer of 2002, with implementation in Winter 2002	Offer recycling options for development community; Offer public services to this sector of the business community; *and* Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service. This program will be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002
9	Implement glass and metal recycling at food, bar, restaurant establishments on selected basis	Council review in the Fall of 2002, with implementation Winter of 2002	Expand recycling into areas which can have a significant impact upon landfill utilization reduction; Create local resource of glass cullet sized and graded for re-use in paving, trails, parking lot base fill, etc.	Unknown at this time. This issue will be addressed during Council review in the Spring of 2002	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004	Unknown at this time. This issue will be addressed during Council review in the Spring of 2002

November 13, 2001

AGENDA SESSION

NEW ITEMS:

1. **SALE OF MUNICIPAL OWNED REAL PROPERTY:** An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

ADDITIONAL INFORMATION:

1. **RECYCLING/SOLID WASTE PROGRAM:** Additional information for the discussion of Recycling/Solid Waste Program Evaluation and Recommended System Improvements.

NEW ITEM

– OPPOSING ARCTIC OIL DRILLING.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **MOTOROLA INC.:** A resolution awarding a contact to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters, and contingency of $10,000 to complete Phase I.

3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements. NEED NEW MEMO. (LANA)

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00, and 01-19.00 were tabled at the November 6, 2001 meeting. The applicant has requested that these items not be heard at the November 20, 2001 meeting, but be brought up at the December 4, 2001 meeting.

C. NEW BUSINESS

1. **PUBLIC STREETS:** An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

3. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

4. **ADM 01-42.00:** A resolution amending the Planning Area Boundary.

5. **RAZE AND REMOVAL:** An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

6. **SOLID WASTE:** Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

7. **AIRPORT DRAINAGE:** A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinoni Construction in the amount of $41,022.14. $__ local & $__ from a grant from the Arkansas aeronautics administration.

CITY OF FAYETTEVILLE
FINAL AGENDA
CITY COUNCIL
November 20, 2001

A meeting of the Fayetteville City Council will be held on November 20,2001 at 6:30 pm in Room 219 of the City Administration Building located in 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. MOTOROLA INC.: A resolution awarding a contract to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater station and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters and contingency of $10,000 to complete Phase I.

3. STARR DRIVE: A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

4. ADM 01-42.00: A resolution amending the Planning Area Boundary.

5. AIRPORT DRAINAGE: A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinori Construction in the amount of $41,022.14

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00 and 01-19.00 were tabled at the November 6,2001 meeting. The applicant has request that these items not be heard at the November 20,2001 meeting but be brought up at the December 4, 2001 meeting.

C. NEW BUSINESS

1. PUBLIC STREETS: An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. ANX 01-4.00: An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

3. RZN 01-22.00: An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

4. RAZE AND REMOVAL: An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

5. SALE OF MUNICIPALLY OWNED REAL PROPERTY: An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

6. ARCTIC OIL DRILLING: A resolution opposing arctic oil drilling.

5. SOLID WASTE: Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **MOTOROLA INC.:** A resolution awarding a contact to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters, and contingency of $10,000 to complete Phase I.

3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00, and 01-19.00 were tabled at the November 6, 2001 meeting. The applicant has requested that these items not be heard at the November 20, 2001 meeting, but be brought up at the December 4, 2001 meeting.

6:30 Thursday Ward Mtg - Rm. 326.

C. NEW BUSINESS

1. **PUBLIC STREETS:** An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

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

3. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

CONSENT 4. **ADM 01-42.00:** A resolution amending the Planning Area Boundary.

5. **RAZE AND REMOVAL:** An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

~~6.~~ **SOLID WASTE:** Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.

CONSENT 7. **AIRPORT DRAINAGE:** A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinoni Construction in the amount of $41,022.14.

– SALE OF MUNICIPAL OWNED REAL PROP.

ARCTIC OIL DRILLING

SOLID WASTE – DISC. – LAST ITEM

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Heather Woodruff**, City Clerk
Dan Coody, Mayor
All City Aldermen

FROM: **Kit Williams**, City Attorney

DATE: **November 16, 2001**

RE: **Agenda item from Alderman Trent Trumbo**

Alderman Trumbo will seek to suspend the rules at the City Council meeting of November 20th so the City Council can consider the attached Resolution to freeze the number of city employees.

RESOLUTION NO. ______ DRAFT

A RESOLUTION TO FREEZE THE NUMBER OF CITY EMPLOYEES AT THE CURRENT LEVEL UNTIL THE CITY CAN GET ITS BUDGET BALANCED

WHEREAS, the City of Fayetteville has increased the number of its police, fire, sanitation, street, administrative, water and sewer employees significantly over the last several years to keep up with Fayetteville's rapid population growth; and

WHEREAS, the economic downturn has reduced sales tax revenue growth; and

WHEREAS, the costs for employee health insurance and city utilities have significantly increased; and

WHEREAS, the City Council believes it must hold the line on employee expense by freezing the staffing levels for each City Department at their existing number of funded employees.

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 declares that the City's employment policy shall be a staffing freeze until the City can achieve a balanced budget. Replacement employees may be hired to replace departing or retiring employees, but no new staff position can be filled even if such staff position was previously authorized. It is the intent of the City Council that no employee will be terminated because of budget problems, but also that the number of City employees will not increase from existing levels until the City of Fayetteville no longer must use its reserves to pay its expenses.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that with this employment freeze all of its employees must work harder in the coming years to maintain the same level of excellent service reasonably expected by the citizens of Fayetteville. The City Council expresses its gratitude to its hardworking employees and assures them that it will work hard itself to correct the budget problems as soon as possible.

PASSED and **APPROVED** this the 20th day of November, 2001.

APPROVED:

DRAFT

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: **Dan Coody**, Mayor

THRU: **Heather Woodruff**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **November 21, 2001**

RE: **Passed Ordinances and Resolutions from City Council meeting of November 20, 2001**

The following Ordinances and Resolutions were passed at the last City Council meeting.

Enclosed are:

153-01 1. **Motorola:** Resolution awarding contract in amount of $125,341.95 for purchase of radio repeater stations; approving change order to Phase I of the radio project to allow for purchase and approving project contingency not to exceed $10,000.00

154-01 2. **Starr Drive:** Resolution approving cost-share w/St. Joseph's Catholic Church in amount not to exceed $61,200.00 for widening of west side of Starr Drive and making associated drainage improvements

155-01 3. **~~Airport Drainage~~**: Resolution awarding contract to Marinoni Construction Co. in amount of $41,022.14 to construct trench drains in T-hangar ramp at Drake Field

4350 4. **Street Dedication**: Ordinance accepting and confirming dedication of all public streets and alleys previously accepted by City Planning Commission

156-01 5. **~~City Employee Freeze~~**: Resolution to freeze number of City employees until City can get budget balanced

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Heather Woodruff**, City Clerk
Dan Coody, Mayor
All City Aldermen

FROM: **Kit Williams**, City Attorney

DATE: **November 16, 2001**

RE: **Agenda item from Alderman Trent Trumbo**

Alderman Trumbo will seek to suspend the rules at the City Council meeting of November 20th so the City Council can consider the attached Resolution to freeze the number of city employees.

RESOLUTION NO. ______ DRAFT

A RESOLUTION TO FREEZE THE NUMBER OF CITY EMPLOYEES AT THE CURRENT LEVEL UNTIL THE CITY CAN GET ITS BUDGET BALANCED

WHEREAS, the City of Fayetteville has increased the number of its police, fire, sanitation, street, administrative, water and sewer employees significantly over the last several years to keep up with Fayetteville's rapid population growth; and

WHEREAS, the economic downturn has reduced sales tax revenue growth; and

WHEREAS, the costs for employee health insurance and city utilities have significantly increased; and

WHEREAS, the City Council believes it must hold the line on employee expense by freezing the staffing levels for each City Department at their existing number of funded employees.

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 declares that the City's employment policy shall be a staffing freeze until the City can achieve a balanced budget. Replacement employees may be hired to replace departing or retiring employees, but no new staff position can be filled even if such staff position was previously authorized. It is the intent of the City Council that no employee will be terminated because of budget problems, but also that the number of City employees will not increase from existing levels until the City of Fayetteville no longer must use its reserves to pay its expenses.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that with this employment freeze all of its employees must work harder in the coming years to maintain the same level of excellent service reasonably expected by the citizens of Fayetteville. The City Council expresses its gratitude to its hardworking employees and assures them that it will work hard itself to correct the budget problems as soon as possible.

PASSED and **APPROVED** this the 20th day of November, 2001.

APPROVED:

DRAFT

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

Removed from agenda

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of November 20, 2001

FROM:

Mike McKimmey	Inspection	Urban Development
Name	Division	Department

ACTION REQUIRED: Council review of proposed raze & removal of property @ 352 W. Sycamore as per Ordinance 3948

COST TO CITY:

$ ± 5000.00 (potential)		
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
D. J. Whitaker City Attorney	11/1/01 Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval of resolution to raze & remove house @352 W. Sycamore as per Ordinance 3948

Burt Rakes Division Head	11-01-01 Date
Hugh Earnest Department Director	11-9-01 Date
[signature] Administrative Services Director	11/8/01 Date
Dan Coody Mayor	11/08/01 Date

Cross Reference

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

Prev Ord/Res #: ___

Orig Contract Date: ___

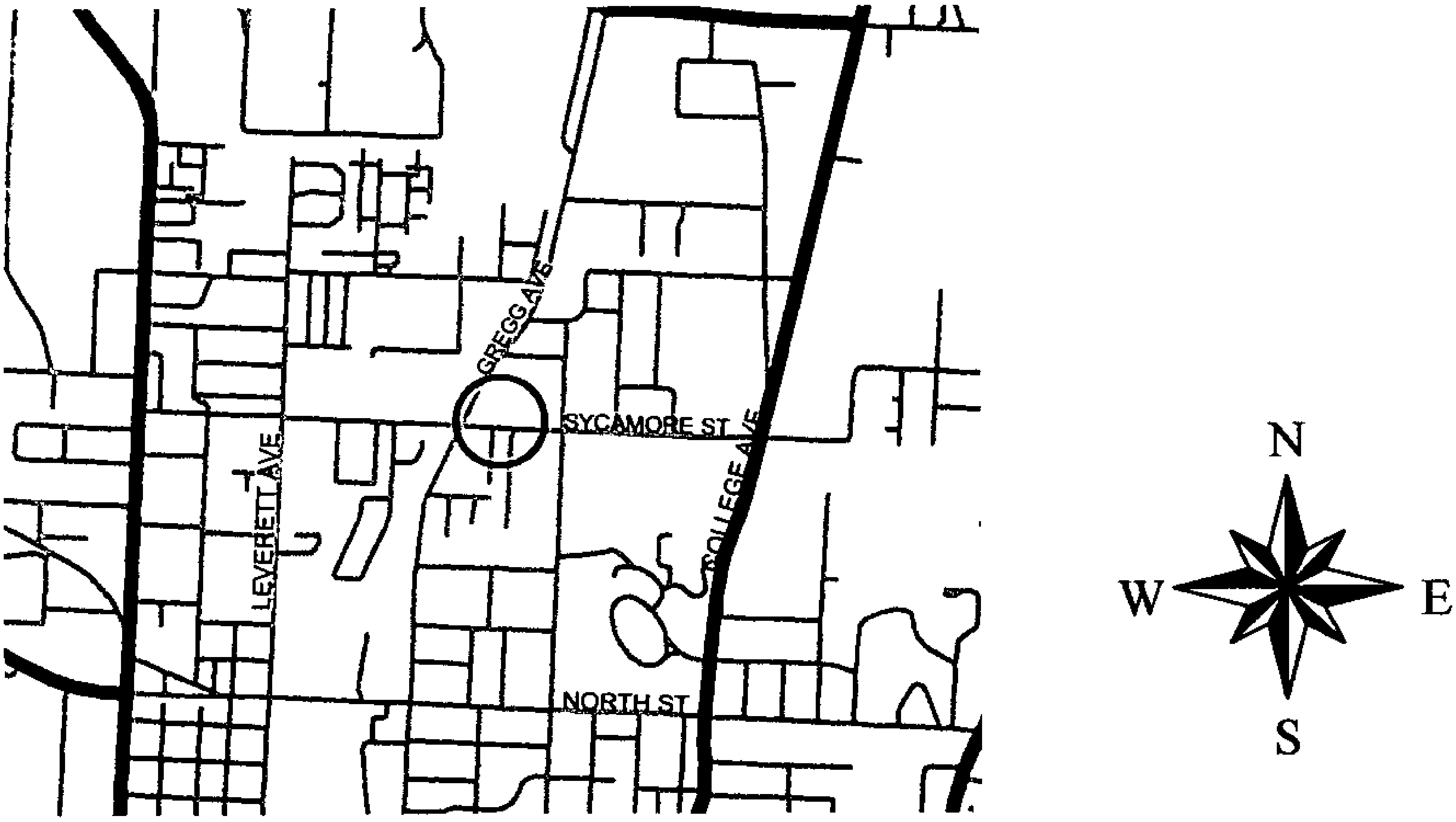
Orig Contract Number: ___

STAFF REVIEW FORM - Page 2

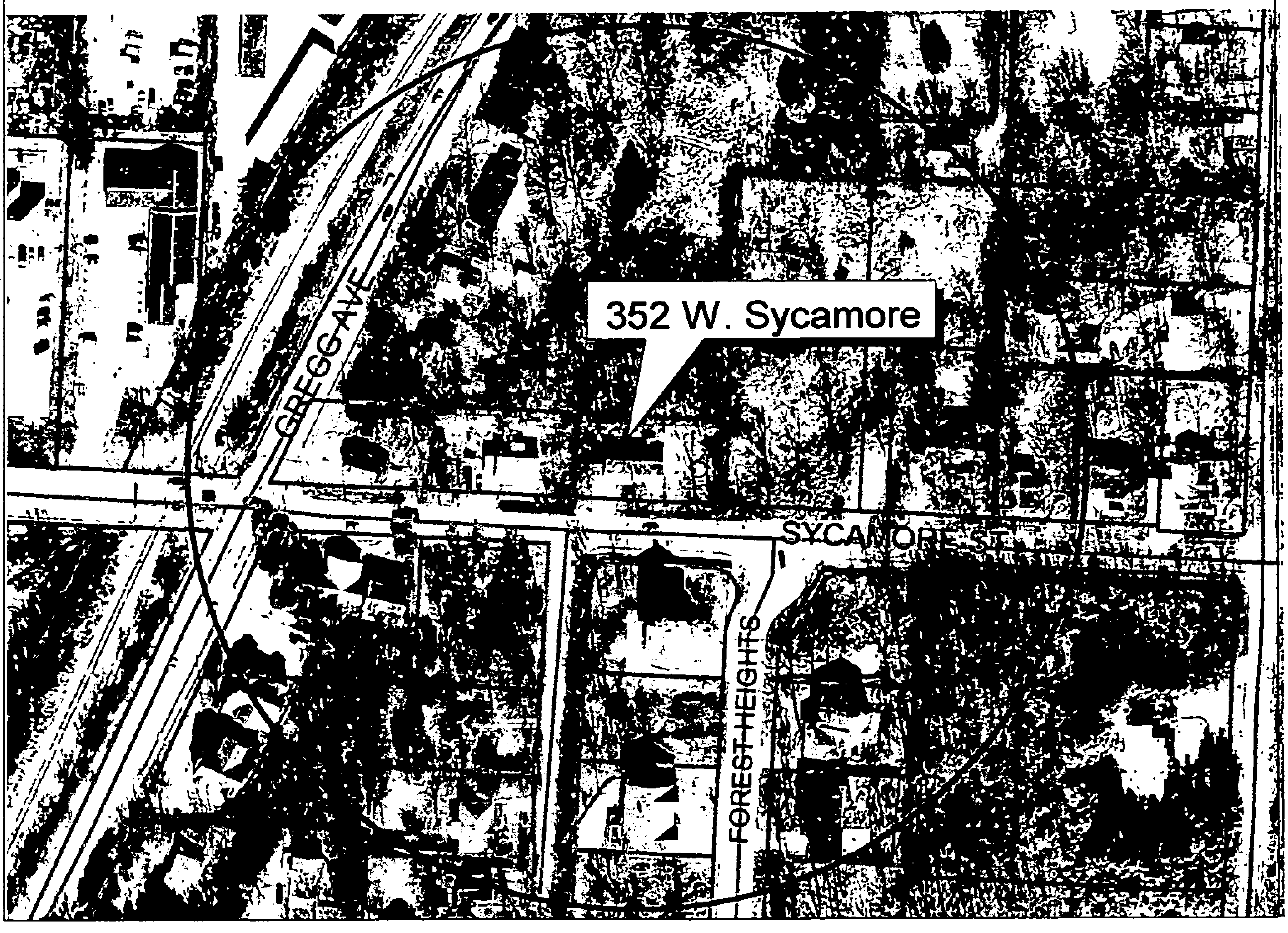
Description ______________________________ Meeting Date ______________

Comments:	Reference Comments:
Budget Manager	
Accounting Manager	
City Attorney	
Purchasing Officer	
ADA Coordinator	
Internal Auditor	
Grants Coordinator	

352 W. Sycamore Area Map



352 W. Sycamore Inset Map



CITY OF FAYETTEVILLE, ARKANSAS

#00-1670-0012-8989-5034

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Hatcher (LAST) (please print) Rudy (FIRST) MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;
on Friday the 12th day of October, 2001 at 2:30 p.m.
at 352 W. Sycamore
and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS		DESCRIPTION OF VIOLATION
X Fayetteville Code of Ordinance		#3948 Building that is Dilapidated unsafe, unsanitary and Detrimental to the public welfare.
X As Amended by City Ordinance No. 3948		
SECTIONS	GENERAL	
151.20	Building Code	
152.35	Electrical Code	
157.01	Plumbing & Gas	
158.65	Sign Code	
160.115	Zoning Code	
95.01	Health & Sanitation	
155.01	Housing	
98.07	R-O-W	
98.04	Sidewalks	
95.04	Public Nuisance	

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Obtain Building permit and make repairs or Demolish house and remove all debris from lot.

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN S See Above OF THE FAYETTEVILLE CODE OF ORDINANCES, THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 Days from receipt, THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike McKinney Property and Sign Inspector DATE October 12, 2001

SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

PLACE STICKER AT TOP OF ENVELOPE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rudy Hatcher
PO BOX 1047
Fayetteville AR
72702

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* B. Date of Delivery

C. Signature
X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FAYETTEVILLE, AR MAIN OCT 13 2001 USPS

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)*
7000-1670-0012-8989-5034

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

7000 1670 0012 8989 5034

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Rudy Hatcher
Street, Apt. No.; or PO Box No. PO Box 1047
City, State, ZIP+4 Fay AR 72702

PS Form 3800, May 2000 See Reverse for Instructions

Rudy Hatcher 521 5889

352 Sycamore

DATE	REMARKS
~~5-27~~ 6-1-99	tall grass
	R/I 6-9
11-29-99	1033A - No change
12-13-99	Complaint from Neighbor Sent complaint form.
2-25-00	Bobby Sheppard called about 352 Sycamore
	Said he had sent in a complaint form
	in Dec and wanted to know how things
	were going + what he could expect 442 5770
	Rudy Hatcher PO BOX 1047 Fay. 03 521-5889 Gen. Contractor
7/13/00	Called Mr Hatcher left message asking for contact.
7/17/00	Mr. Hatcher called - closing on prop. Friday - Portable bldg
	to be removed. Will provide security, and secure bldg permit.
8/30	Received new complaint.
10/13/00	Mr Bobby Sheppard Called - upset about 352
	Needs to cleaned up
10/18/00	Called Deceased owner's Son's wife Tracy Moore @575-0263
	Indicated that we were ready to proceed w/condemnation.
	She said she would Notify Husband. to contact lawyer.
	Said Husband will call me. 12/11/00 Mr Moore did not call back DJ
12-11-00	Sold property 2 weeks ago contract - Filed Dec 1.
	2000100362 to Rudy Mieka Hatcher. PO Box 1047 Fay 02
12-12-00	DT went to 352 Sycamore for inspection at 11 08 AM
	DT Sent V Notices, certified # Z 245 634 661
	+ Copy of Ordenance 3948 + Posted House. at 335 pm.
	+ took 3 pictures.

352 W. Sycamore

DATE	REMARKS
10-	
01/04/01	Mr Rudy Hatcher Called DT about Violation Notice + asked for more time due to ankle injury & Bad Weather (Snow + Ice).
01/30/01	DT Talked to Mr Hatcher & he said he had already talked to Jan & would be in the afternoon to pull permits. DT. Told Mr Hatcher No Home builder Card needed if built 3 houses or less. But he would need Master Electrician, plumber + HVAC
02/13/01	DT. Called Mr Hatcher, He called Back, DT asked about permits, Mr Hatcher said he would come in + pull permits, He said He wasn't Ignoring me, would be in.
9/10/01	Spoke to owner (Mr Hatcher) @ 521-5889 7:45 Am - advised am starting progress toward condemnation. He advised will get permit this week.
10/12/01	DT inspected site - no change except grass taller
10/12/01	MM Sent violation notice #3948 registered Certified to address PO Box 1047 Fayetteville AR 72702 - Item # 7000-1670-0012-8989-5039
10/13/01	Signed return receipt 10/13/01 (30 days start) To council 1st opportunity after 11/13/01

VAR 01-7.00: Variance (Hatcher, pp 367) was submitted by Rudy Hatcher for property located at 352 W. Sycamore. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The requirement is a 25' front setback from the right-of-way required for Sycamore Street which is designated a collector (70' total right-of-way) on the City's adopted Master Street Plan . The request is a 14' front setback from the MSP right-of-way (an 11' variance).

Perkins: That brings us to appeal number 01-7.00 submitted by Rudy Hatcher for property located at 352 W. Sycamore. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The requirement is a 25' front setback from the right-of-way required for Sycamore Street which is designated a collector (70' total right-of-way) on the City's adopted Master Street Plan . The request is a 14' front setback from the MSP right-of-way (an 11' variance).

Warrick: This that I'm passing out is a memo that I received from the Inspections Division this morning. This particular project is a piece of property that has suffered fire damage. The applicant is proposing to renovate and to enclose a carport and add a garage to the existing structure. Staff is recommending approval of the requested variance contingent upon the condition that it apply only to the footprint of the current structure and to the proposed addition on the site plan that's been proposed. The applicant, when they applied for this, they originally came in and applied for a building permit. Staff reviewed the permit information and realized that Sycamore in this location is designated on the City's Master Street Plan as a collector. Therefore the existing right-of-way does not match the necessary right-of-way to be built out according to that Master Street Plan adopted by the City. The Master Street Plan does require 35 feet from centerline as right-of-way on Sycamore in this location. If the Master Street Plan were not in place at this location and it were just a standard street, the applicant would need a 1 foot variance in order for the existing structure to be compliant with the setback requirement. Because it is a Master Street Plan street designated as a collector, additional right-of-way is necessary, therefore, we are required to take our setbacks from that additional right-of-way point, in this case requiring an 11 foot variance in order for our existing structure to be compliant with setback requirements.

Perkins: From the property line, not talking about the Master Street Plan, what would be the setback from the front of the house?

Warrick: From the current property line to the current front edge of the building is 24 feet, where 25 is required.

Perkins: That's the portion, an entry door there and it kind of steps out, the face of the garage is back 32 feet. We are just talking about that portion of the house right there and then he's okay on the west end of the property with the proposed two car garage and he's still got another 13 feet until the property line?

Warrick: Right.

Perkins: From the sound of this letter, if we don't hurry, he's going to be further in violation.

Warrick: We believe that it's imperative that this project move forward and the applicant is ready to do that. Of course, the Inspections Division is putting the applicant on notice that it's important that they progress so this project is not subject to condemnation.

Hatcher: I agree with everything she said. Basically, Sycamore street has grown from the time that the house was built. It had a 40 foot footprint, then at the time, what I understood it had a 50 foot footprint, as of now it has a 70 foot footprint.

PUBLIC COMMENT:

Perkins: Any other questions or discussion?

BOARD DISCUSSION:

Perkins: Do we hear a motion?

MOTION:

Hanna: I make a motion we accept the variance as requested.

Kunzelmann: Second.

Perkins: We have a motion and a second, any further discussion? Call the roll please.

ROLL CALL:

Upon roll call VAR 01-7.00 is approved by a unanimous vote of 5-0-0.

Z 245 634 661

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: HATCHER (LAST) (please print) RUDY (FIRST)

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of tl Arkansas, upon his oath deposes and says that he made an investigation;
on Tuesday the 12th day of December, 19
at 352 WEST SYCAMORE FAYETTEVILLE
and found conditions, as set out below that exist which are contrary to current city regu

VIOLATIONS / **DESCRIPTION OF VIOLATION**

X Fayetteville Code of Ordinance
X As Amended by City Ordinance No. 3948

SECTIONS	GENERAL
151.20	Building Code
152.35	Electrical Code
157.01	Plumbing & Gas
158.65	Sign Code
160.115	Zoning Code
95.01	Health & San
155.01	Housing
98.07	R-O-W
98.04	Sidewalks
95.04	Public Nuisai

#3948 BUILDING THAT IS DILAPIDATED UNSAFE, UNSANITARY AND DETRIMENTAL TO THE PUBLIC WELFARE

THE ABOVE VIOLATIONS MAY BE COF

PLEASE OBTAIN A BUILDING
THE BUILDING AND REM

YOU ARE HEREBY NOTIFIED, AS PROV
THAT THE ABOVE DESCRIBED VIOLATION(
EXIST ON OR AFTER 30 DAYS FROM

VERIFICATION OF TIMELY CORRECTI
ROOM 112, 113 WEST MOUNTAIN, FAYETTE

[signature] DAVID TRUAX PROPERTY INSPECTOR DATE 12/12/00

SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail *(See reverse)*

Sent to	Rudy Hatcher
Street & Number	PO Box 1047
Post Office, State, & ZIP Code	Fayetteville Arkansas 72702
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$
Postmark or Date	

PS Form **3800**, April 1995

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr Rudy Hatcher
PO Box 1047
Fayetteville Arkansas
72702

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* [illegible] HATCHER B. Date of Delivery 12-15-00
C. Signature
X [signature] ☒ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)*
Z 245 634 661

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

Return to List | Return to Search | Parcel Map/Plat

Record 1 of 1

Parcel Number: 765-09596-000 **Type:** RI
Location Address: 352 SYCAMORE ST
Owner name: HATCHER, RUDY
Mailing Address: BOX 1047 FAYETTEVILLE AR 72702
Lot: **Block:** **S-T-R:** 04-16-30
Addition: PARKERS VALLEY VIEW ACRES
School District: FAYETTEVILLE SCHOOLS
City: FAYETTEVILLE
Legal: EAST 140 FT LOT 8 BLOCK 12

Current Year: 2001	**Appraised value**	**Assessed value**
Land	14,000	2,800
Improvement	5,200	1,040
Total	19,200	3,840

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	1,355	1,355	31	0

Structure Sketch

```
.................55..................
:                                   :
2                                   2
3               MN(1355)            9
:                                   :
:                                   :
:............40.............        :
                           :.B4...15....:
```

Date	Book	Page	Grantee 1	Grantee 2	Deed Type	Sale Amount	Revenue Amount
12/01/00	2000	100361	HATCHER, RUDY		WD	19,000	62.70
LRR 2000-100361 WD 62.70 (19M)							
06/06/88	1272	703	MCGLOTHLIN, WANDA B. ET		WD	0	0.00

FILED FOR RECORD

'00 DEC 1 AM 10 22

WASHINGTON CO AR
K. HARNESS

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Rudy Hatcher and Mieka Hatcher, husband and wife, (hereinafter called "Mortgagor," whether one or more) for a valuable consideration, do hereby grant, bargain, sell, convey and deliver unto Timothy S. Moore and Tracey E. Moore, hereinafter called "Mortgagee,", and unto their heirs, personal representatives and assigns, the following described property situated in Washington County, Arkansas:

One Hundred and forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TOGETHER WITH all buildings and improvements now or at any time hereafter located on any land hereinabove described.

Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever. PROVIDED, however, the foregoing conveyance is given as a Mortgage for the purpose of securing the following:

The payment of one promissory note dated November 28, 2000, in the amount of $19,000.00, and all successive extensions and renewals of the indebtedness.

MORTGAGOR covenants and agrees as follows:

1. Payment of Principal and Interest. Mortgagor will promptly pay when due the principal and interest on the debt evidenced by the Note described above.

2. Taxes; Assessments; Charges. Mortgagor will pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due.

3. Insurance. Mortgagor will carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as shall be acceptable to, or requested by, the holder(s) of the indebtedness secured hereby; each insurance policy to carry mortgage clause in favor of such holder(s) upon such form as may be approved by the holder(s), and each policy to be delivered to and held by such holder(s).

4. Encumbrances and Liens. Mortgagor will prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

5. Preservation; Maintenance; Protection. Mortgagor will protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition.

6. Forebearance by Mortgagee not Waiver. The failure of the Mortgagee of the secured indebtedness to declare any acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of the Mortgagee to accelerate maturities upon a reoccurrence of the same ground therefore, nor will the act of the Mortgagee in remedying any condition resulting from the Mortgagor's default bar the Mortgagee from declaring an acceleration of maturities by reason of such default.

RMH MH

7. Protection of Mortgagee's Rights in Property. If the Mortgagee shall expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage, the repayment of such sum or sums on demand shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, and sums paid to discharge prior liens.

8. Acceleration; Remedies. Upon the breach of any covenant or agreement contained in this instrument or default in the payment of any part of the principal or interest due under the note secured hereby, the Mortgagee may, at his option, declare the entire indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable. In the event of a default hereunder, the Mortgagee shall be entitled to pursue his remedies provided by judicial proceedings in equity and may enforce the lien of this mortgage in respect to all real and personal property encumbered hereby by proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the holder(s) may select. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including attorney fees of 10% of the sums due under the Note described above.

9. Release. Upon the payment of all such sums, this Mortgage will become void and will be released by a release deed to be recorded at the expense of Mortgagor.

10. Redemption, Appraisement. The Mortgagor releases all right of appraisement hereunder and also releases unto the Mortgagee all right of redemption under the laws of Arkansas.

11. Waiver of Homestead, Dower, Curtesy. Mortgagor hereby waives all rights of dower, curtesy, and homestead in respect to the property encumbered hereby.

EXECUTED on this 30st day of November, 2000.

Rudy Hatcher

Mieka Hatcher

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 30 day of Nov, 2000, before me, a notary public, personally appeared Rudy Hatcher and Mieka Hatcher, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires:

July 4, 2001

Notary Public

THIS DOCUMENT PREPARED BY:
SUMMERFORD AND ZELINSKI
ATTORNEYS-AT-LAW
P.O. BOX 3250
FAYETTEVILLE, ARKANSAS 72702

2000100363

WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON

ARKANSAS DOCUMENTARY $55.00 382222
ARKANSAS DOCUMENTARY $7.70 0301486

KNOW ALL MEN BY THESE PRESENTS:

That we, Timothy S. Moore and Tracey E. Moore,

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Rudy Hatcher

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

One Hundred and Forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FILED FOR RECORD
00 DEC 1 AM 10 21
WASHINGTON CO AR
K. HARNESS

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantee: RUDY HATCHER

Taxes to Address: BOX 1047, FAY 72702

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unencumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective dower/curtesy and homestead in and to said lands.

WITNESS our hands and seals on this 1st day of DECEMBER, 2000

THIS INSTRUMENT PREPARED BY:
SUMMERFORD & ZELINSKI
P.O. BOX 3250
Fayetteville, AR 72702

Timothy S. Moore (Seal)
Timothy S. Moore

Tracey E. Moore (Seal)
Tracey E. Moore

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 1st day of Dec., 2000, before me, a notary public, personally appeared Timothy S. Moore and Tracey E. Moore, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires:
Feb 4, 2001

Harriet Trust
Notary Public

2000100361

FILED FOR RECORD

'00 DEC 1 AM 10 22

WASHINGTON CO AR
K. HARNESS

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Rudy Hatcher and Micka Hatcher, husband and wife, (hereinafter called "Mortgagor," whether one or more) for a valuable consideration, do hereby grant, bargain, sell, convey and deliver unto Timothy S. Moore and Tracey E. Moore, hereinafter called "Mortgagee,", and unto their heirs, personal representatives and assigns, the following described property situated in Washington County, Arkansas:

One Hundred and forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TOGETHER WITH all buildings and improvements now or at any time hereafter located on any land hereinabove described.

Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever. PROVIDED, however, the foregoing conveyance is given as a Mortgage for the purpose of securing the following:

The payment of one promissory note dated November 28, 2000, in the amount of $19,000.00, and all successive extensions and renewals of the indebtedness.

MORTGAGOR covenants and agrees as follows:

1. **Payment of Principal and Interest.** Mortgagor will promptly pay when due the principal and interest on the debt evidenced by the Note described above.

2. **Taxes; Assessments; Charges.** Mortgagor will pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due.

3. **Insurance.** Mortgagor will carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as shall be acceptable to, or requested by, the holder(s) of the indebtedness secured hereby; each insurance policy to carry mortgage clause in favor of such holder(s) upon such form as may be approved by the holder(s), and each policy to be delivered to and held by such holder(s).

4. **Encumbrances and Liens.** Mortgagor will prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

5. **Preservation; Maintenance; Protection.** Mortgagor will protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition.

6. **Forebearance by Mortgagee not Waiver.** The failure of the Mortgagee of the secured indebtedness to declare any acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of the Mortgagee to accelerate maturities upon a reoccurrence of the same ground therefore, nor will the act of the Mortgagee in remedying any condition resulting from the Mortgagor's default bar the Mortgagee from declaring an acceleration of maturities by reason of such default.

RH MH

2000100362

7. Protection of Mortgagee's Rights in Property. If the Mortgagee shall expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage, the repayment of such sum or sums on demand shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, and sums paid to discharge prior liens.

8. Acceleration; Remedies. Upon the breach of any covenant or agreement contained in this instrument or default in the payment of any part of the principal or interest due under the note secured hereby, the Mortgagee may, at his option, declare the entire indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable. In the event of a default hereunder, the Mortgagee shall be entitled to pursue his remedies provided by judicial proceedings in equity and may enforce the lien of this mortgage in respect to all real and personal property encumbered hereby by proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the holder(s) may select. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including attorney fees of 10% of the sums due under the Note described above.

9. Release. Upon the payment of all such sums, this Mortgage will become void and will be released by a release deed to be recorded at the expense of Mortgagor.

10. Redemption, Appraisement. The Mortgagor releases all right of appraisement hereunder and also releases unto the Mortgagee all right of redemption under the laws of Arkansas.

11. Waiver of Homestead, Dower, Curtesy. Mortgagor hereby waives all rights of dower, curtesy, and homestead in respect to the property encumbered hereby.

EXECUTED on this 30st day of November, 2000.

Rudy Hatcher

Mieka Hatcher

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 30 day of Nov, 2000, before me, a notary public, personally appeared Rudy Hatcher and Mieka Hatcher, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires:
July 4, 2001

Notary Public

THIS DOCUMENT PREPARED BY:
SUMMERFORD AND ZELINSKI
ATTORNEYS-AT-LAW
P.O. BOX 3250
FAYETTEVILLE, ARKANSAS 72702

2000100363

WARRANTY DEED

HUSBAND AND WIFE CONVEYING AS TENANTS BY THE ENTIRETY, JOINTLY OR IN COMMON

ARKANSAS DOCUMENTARY $55.00 382222 ARKANSAS DOCUMENTARY $7.70 0301486

KNOW ALL MEN BY THESE PRESENTS:

That we, Timothy S. Moore and Tracey E. Moore.

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Rudy Hatcher

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

One Hundred and Forty (140) feet of equal and uniform width off the East side of Lot 8 in Block 12 of Parker's Plat of Valley View Acres Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FILED FOR RECORD
00 DEC 1 AM 10 21
WASHINGTON CO AR
K. HARNESS

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantee: RUDY HATCHER

Taxes to Address: BOX 1047, FAY 72702

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, that the same is unencumbered, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

And we, the respective Grantors, hereby release and relinquish unto the said Grantee our respective dower/curtesy and homestead in and to said lands.

WITNESS our hands and seals on this 1st day of December, 2000

THIS INSTRUMENT PREPARED BY:
SUMMERFORD & ZELINSKI
P.O. BOX 3250
Fayetteville, AR 72702

Timothy S. Moore (Seal)
Timothy S. Moore

Tracey E. Moore (Seal)
Tracey E. Moore

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 1st day of Dec., 2000, before me, a notary public, personally appeared Timothy S. Moore and Tracey E. Moore, known to me (or satisfactorily proven) to be the persons whose names subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

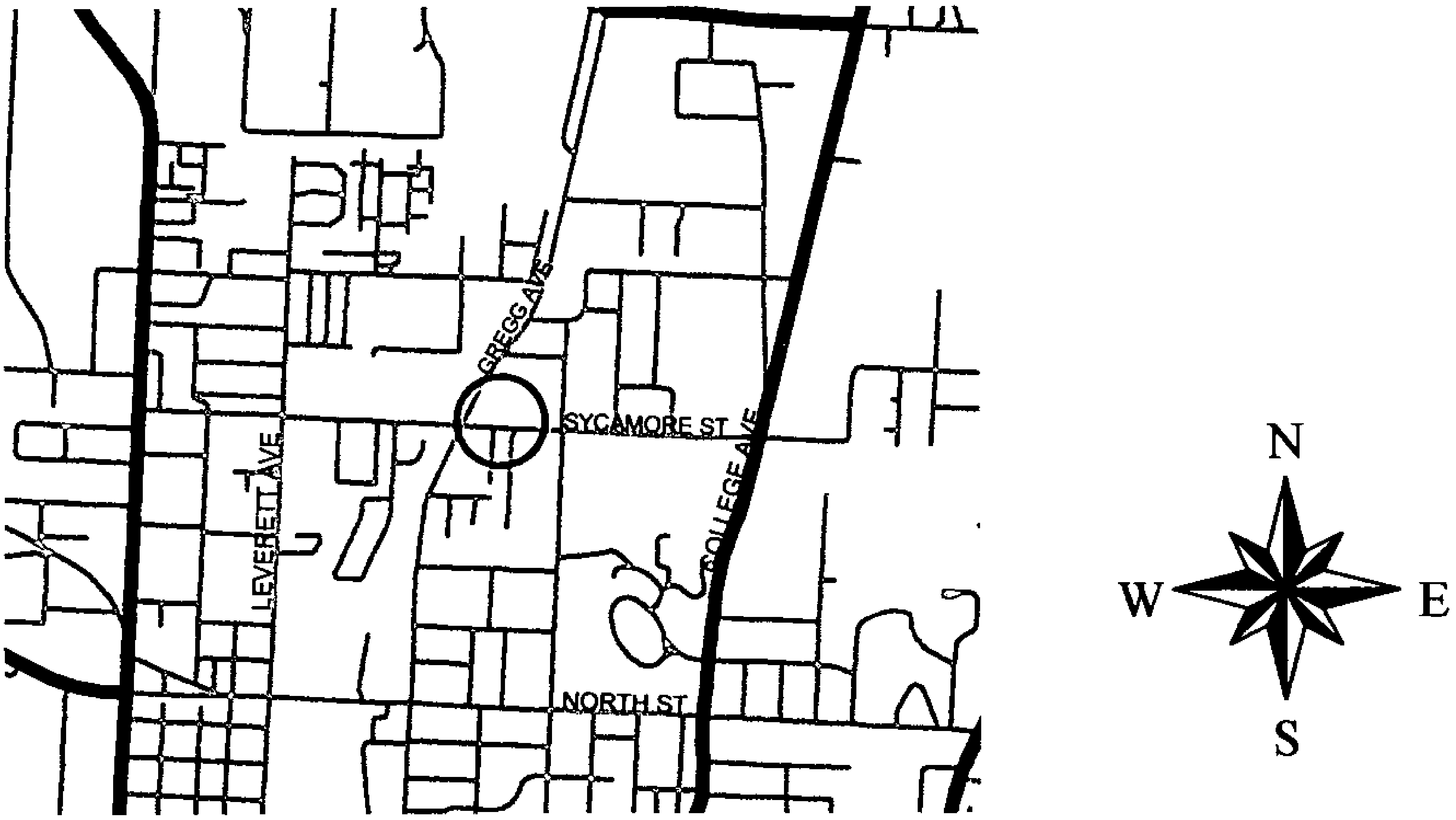
In witness whereof I hereunto set my hand and official seal.

My Commission Expires:
Feb 4, 2001

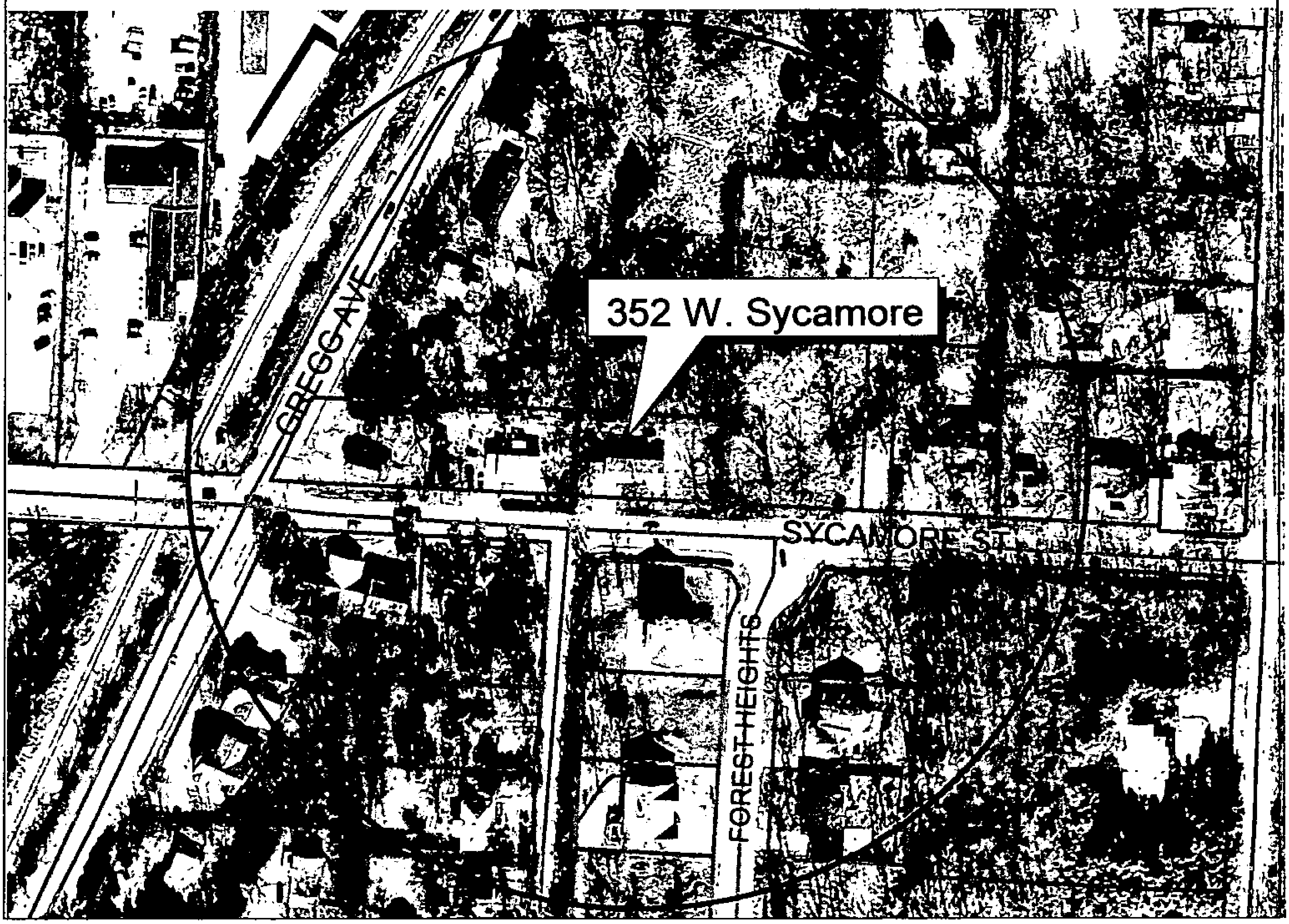
Harriet Trust
Notary Public

2000100361

352 W. Sycamore Area Map



352 W. Sycamore Inset Map



Recycling/Solid Waste Program Evaluation and Recommended System Improvements

Prepared For City Council Review and
Discussion Beginning
November 20, 2001

Date: Thursday, November 1, 2001

Table of Contents

Summary

The City of Fayetteville is at a critical decision point in waste management services. Decisions made now will affect both residential and commercial waste collection, as well as recycling services for the next several years.

Culminating at this time are several factors:

- The fleet of vehicles collecting residential waste is due for replacement. This occurs on a 7 to 10 year frequency at a very substantial cost;
- The need to improve the volume-based waste collection program;
- The need to address escalating worker's compensation expenses;
- The need to stabilize employee turnover;
- The rising costs for providing effective customer service.

There are several options available to the City to address these issues.

1. Do nothing; allow the program to continue with current factors;
2. Modify the existing volume-based waste collection program by:
    a) having the distribution of the bags at retail outlets, *or*
    b) instituting an automated cart program;
3. Expanding revenue-generating services to additional program areas.

In 1990, the City of Fayetteville began working on waste stream reduction. This program began simply, as did most other communities who began to reduce landfill utilization, with drop-off recycling. Services have evolved over the past decade to encompass an intermediate volume-based residential program, including curbside sort recycling and yard waste composting, all based upon a pay-as-you-throw fee structure. Other expansions of waste reduction efforts have included a commercial and apartment blue bag recycling program, the white paper igloo program and commercial cardboard recycling.

The waste stream reduction program currently implemented by the City of Fayetteville fills a need, but its success has created an expectation and desire for continued improvement. The expected improvements are:

- Glass recycling at food and drink establishments;
- Expanded cardboard recycling at commercial businesses;
- Construction and demolition debris recycling;
- Improved processes for small commercial and apartment source separated recycling; *and*
- School and university recycling.

The Solid Waste Division currently facilitates several large, complex services including:

- Weekly residential waste pickup;
- Weekly residential curbside recycling pickup;
- Weekly and as needed small container commercial waste pickup;
- Limited commercial recycling,
- In-house recycling programs for schools and City offices;
- Operation of the materials recovery facility;
- Marketing and disposition of all the recycled material collected;
- Residential bulk waste pickup;
- Curb the Clutter Program;
- Community clean-ups;
- Weekly yard waste collection; *and*
- Converting collected yard waste into a usable compost or mulch product.

These activities all require significant equipment and personnel to perform. With growth of the City during the past 5-years these resources, which have not grown equally, are being taxed to the extreme.

With any organization, especially one as large and complex as the Solid Waste Division, one of the priorities of the management structure is to constantly review processes and practices to make certain that services are efficient, cost effective and accomplishing the tasks needing to be performed. Without this constant monitoring for efficiency, revenue loss may be likely.

According to the Solid Waste Rate Study prepared by DMG-Maximus, using 1999-2000 data, the rate each residential customer pays for monthly service is subsidized approximately $4.71 per month by non-residential waste disposal fees. According to this rate study the annual subsidy is approximately $1.02 million.

The Division has evaluated several possible improvements to operational protocols; included with this discussion.

As this discussion begins, several parameters need to be defined. They are:

First: The mission of the Solid Waste Division is to promote waste reduction, encourage reuse, provide recycling options, and finally, to provide disposal services for that which cannot be salvaged.

Second: Providing services at an economical rate for all customers.

Third: Providing the best service possible to each customer.

The Solid Waste Division's primary goal is to provide efficient, convenient, and cost effective service for its customers. An objective in the provision of this service is to maintain a balance between rate structure, waste reduction strategies, and waste disposal.

The desire to efficiently manage waste in an economical manner is the compelling influence for the generation of recommendations of this report. Those recommendations and their potential sequencing are as follows.

Summary of Recommendations

	Program	Sequence	Purpose
1	Implement a cart-based automated residential waste collection program.	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce collection costs; Reduce worker's compensation injuries, lost time, medical costs.
2	Expand recycling fleet to meet growth needs of the community.	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce overtime costs; Reduce worker's compensation injuries, lost time, medical costs; Provide service that is more efficient to customers.
3	Implement senior citizen discount for those in need.	Council review in the Winter of 2001, implementation in the Summer 2002	Provide economic relief for senior citizens in need.
4	Expand community recycling by offering apartment-specific recycling services.	Council review in the Spring of 2002, with implementation in the Fall of 2002	Improve community waste diversion rates by including apartment (multi-family dwelling) residents.
5	Improve compost and mulch quality.	Council review occurred in Fall of 2001, full implementation will be complete in Fall of 2002	Compost and mulch are recycled products. Improved quality of these products; Add to the retail and commercial value of products.
6	Implement roll-off services for large commercial accounts, including recycling services.	Council review in Winter of 2001, with implementation in Spring of 2002	Expand ability to directly influence recycling at the larger commercial sources; Offer expanded public services to the business community; Expand revenue base.
7	Implement roll-off services for construction and demolition debris.	Council review in Winter of 2001, with implementation in Spring of 2002	Offer expanded city services to development community; Expand revenue base.
8	Implement roll-off services for recycling of construction and demolition debris.	Council review in summer of 2002, with implementation in Winter 2002	Offer recycling options for development community; Offer public services to this sector of the business community; *and* Expand revenue base.
9	Implement glass and metal recycling at food, bar, restaurant establishments on selected basis.	Council review in the Fall of 2002, with implementation Winter of 2002	Expand recycling into areas which can have a significant impact upon landfill utilization reduction; Create local resource of glass cullet sized and graded for re-use in paving, trails, parking lot base fill, etc.

Where are we?

The 2001 Solid Waste budget is just over $5 million. That budget serves approximately 20,000 residential customers with waste and recycling service and 2,200 commercial accounts at least once weekly. Total collection equals approximately 40,000 tons annually of waste, recycling materials, brush, grass, and leaves.

Disposal costs, for the non-reusable material including tipping fees at the landfill, is approximately $1,000,000 per year - 1/5 of the entire budget for solid waste collection and composting services. Recyclable and compost ingredients make-up approximately 1/8 of the material collected annually. The recycling and composting program diverts approximately 5,000 tons per year from the landfill. The majority of this material comes from the residential program, with some contributions from commercial cardboard and office white paper.

In order to positively address community expectations, the methods of waste disposal for the entire community must be evaluated. In doing so, the current diversion rate of the entire waste stream of 12.5%, should increase to levels approaching 25% by 2003 and 50% by the end of 2004. The vectors of community waste disposal methods include:

- The private commercial waste haulers,
- City ordinances which should be encouraging diversion but may be counterproductive because of lack of consistency in implementation; and
- Existing programs, which may actually create ambivalence toward a program of waste reduction and diversion.

City Ordinance 50.29 requires that all private waste haulers must have a contract with the City to collect waste within the City Limits. In 1998, Sunray Services received such a contract, which was valid for one year and has not been renewed. No other private provider has received such a contract from the City Council.

Current removal costs by private providers varies depending upon type of equipment needed to serve the business. In order for a waste stream management program to be affordably effective in both diversion and reduction, the City of Fayetteville should manage the entire removal process so that commercial and industrial activities can participate the same as residents. The City of Fayetteville can achieve the desired diversion rates by providing services at a cost effective rate to the consumer and by implementing a consolidated management plan for all sectors of the community while helping stabilize and minimize any increases in the residential rate structure.

How do we get there?

Any expansion of services that addresses the levels of diversion and reduction desired will require staffing changes and a change in the way solid waste programs are implemented. Any change of this magnitude will also require a significant redirection of existing resources.

All programs within the Solid Waste Division are being evaluated. Consequently, some increases in staff and new equipment may be necessary as community services are expanded. The fees charged for each respective service will sustain these increased services.

Residential Waste

Due to the age of the current waste collection fleet, all residential waste vehicles are due to be replaced in the upcoming budget year. This provides an opportunity to improve the manner in which residential waste is collected. The current manual collection method requires 2-man crews on five daily routes 4 days a week, providing service to each resident once each week. The crew is comprised of one Truck Driver and one Sanitation Route Worker on each of the 5 routes. The Route Worker picks up each waste bag and places it in the rear loading compactor truck. Each truck will pick-up between 24,000 and 40,000 pounds per day, depending upon the route. The entire waste collection fleet is comprised of six rear loader trucks, one of which is intended to be a spare, but is in regular route circulation as maintenance issues typically have at least one vehicle in for repair.

Due to maintenance issues, the residential waste or recycling fleet is frequently reduced by one or two vehicles. When this occurs the remainder of the fleet must expand their routes to cover the daily workload. Consequently, some workdays are 12 to 14 hours, creating overworked staff susceptible to injury and accidents. Additionally, the overtime pay for these expanded workloads is excessive and the time available for overnight equipment repairs is minimal. Additional results are that staff turnover is high and training due to short staffing is low, which leads to additional susceptibility to accidents and workers compensation expenses.

The benefits of the automated waste collection fleet upgrade are twofold. Automated waste collection systems require one person instead of two to operate the truck and route. This streamlines labor expenses. Additionally, the upgrade to an automated system would allow our City to implement a truly volume-based waste program by providing a range of cart sizes for each customer's choice, with a corresponding rate structure.

Before moving to that program proposal however, the existing program and potential improvements must be evaluated to determine the feasibility of possible options.

Purple-Bag Volume-Based Program with Retail Distribution

The City began the volume-based bag program in calendar year 2000 with the distribution of approximately 1,768,000 purple bags. The program continued in calendar year 2001 with the distribution of approximately 1,575,900 purple bags. City distribution of these bags has been inconvenient for the customer and there are constant problems with accountability for assuring customers receive the delivered bags.

To explore the volume-based waste collection variables and issues further, DMG-Maximus, Inc. conducted a **Solid Waste Cost of Service and Rate Design Study** in the winter of 2000-2001. This Study included an analysis of logistics involved in providing the volume-based bags through retail outlets rather than through City distribution. A summary of their findings follows. The data used in the study was generated during the fall and winter of 2000 and from the completed budget years of 1999 and 2000. No significant changes have occurred in the operations since the time of this study that have changed revenue or expenses other than normal inflationary trends and no fee changes have been implemented to adjust revenue.

> The current fee structure sets the residential rate at $9.25 per month per residence. The actual cost per month to serve each residence in 1999-2000 was $13.96. The non-residential ratepayer subsidizes this difference of $4.71. The residential rates generate $2,001,885; a shortfall of $1,019,338 is made up by the non-residential rates.
>
> Based upon an internal waste audit conducted by Solid Waste of the approximate 3,343,900 bags distributed for 2000 and 2001, approximately 2,533,440 have been collected. This leaves an uncollected inventory of 810,460 bags. In building a model that will accurately reflect the necessary revenue, the rate study recommends that bags be provided to retailers for $1.00 per 33-gallon bag. (The retail markup will vary.) This would leave a monthly residential rate at $6.87, with the subsidy remaining. If most customers continued to use 1 to 2 bags per week, or 4 to 8 bags per month, the effective cost per residential customer would be between $10.87 and $14.87, before the retail markup of the bags. This is a substantial increase above the current fee structure. Even at this rate, the revenue necessary to maintain service may be inadequate due to the uncollected inventory of bags.

Summary of Revenue Projections with Retail Distribution

	Number of Bags Used per Month	Number of Annual Bills	Monthly Bill Fee	Revenue Generated from Bills	Cost per Bag before Retail Markup	Revenue Generated from Bag Sales Less Bag Costs	Total Revenue Generated	Monthly Cost per Customer before Retail Markup	1999-2000 Revenue Necessary to Operate System with Subsidy Unchanged
Low	4	216,420	$6.87	$1,486,805	$1.00	$692,544	$2,179,349	$10.87	$2,001,885
High	8	216,420	$6.87	$1,486,805	$1.00	$1,385,088	$2,871,893	$14.87	$2,001,885
Reconcile Uncollected Inventory Low		216,420	$6.87	$1,486,805		Less 810,460 Bags Purchased Less Bag Costs $44,176	$1,530981		$2,001,885
Reconcile Uncollected Inventory High		216,420	$6.87	$1,486,805		$736,720	$2,22525		$2,001,885

The Rate Study indicated a concern for revenue stability with the retail distribution due to the uncertainty of uncollected inventory of bags and the unpredictability of customer bag purchases. Many of these bags may have left the community with the annual changes in customer base. Nevertheless, the potential impact of this unaccounted for inventory must be accounted for in the rate structure.

Historically, the Solid Waste Division has acquired and distributed the volume-based purple-bags through an annual fall distribution. This has required a full mobilization of staff, on an overtime basis, to hand-deliver the annual allocation of purple bags to each customer. There have been constant problems with this distribution, as some customers have not received their bags for a variety of reasons. Some of these reasons are not resolvable with this type of distribution. Additionally, when new customers move to the community or when existing customers deplete their supply of bags, they must come to the Solid Waste Offices on Happy Hollow to obtain their bags and recycling containers.

Automated Cart Program

In an effort to determine program feasibility and the level of community participation in an automated cart program, the Solid Waste Division conducted two pilot demonstrations. The first was from June 5, 2000 through July 20, 2000. The second was from March 6, 2001 through April 23 2001.

In the first pilot program, approximately 234 households participated. The purpose of this pilot was to determine if the automated vehicle and carts were feasible in Fayetteville and the level of community participation. The results of the study were favorable. One hundred forty two participants responded to the survey when they returned their carts. The results were as follows.

June 5 to July 20, 2000 Cart Pilot Survey Results

Average number of persons per household	3.13	
2000 U. S. Census persons per household	2.45	
Cart size choice	32 gallon	11.97%
	64 gallon	76.76%
	96 gallon	11.27%
Carts easier than bags	Yes	90.85%
	No	9.15%
Do you prefer bag or carts	Carts	88.03%
	Bags	11.97%
Would you pay $2.00/month for cart	Yes	64.79%
	No	35.21%
Would you purchase cart for $40.00	Yes	57.75%
	No	42.25%

As result of this test, a second pilot program was implemented in March of this year. The purpose of this second pilot was to continue to test the feasibility of the fully automated system and to evaluate equipment. The second pilot had 1,400 participants. The program continued to prove feasible and several different manufacturers provided equipment to be used in the pilot program with our drivers operating the equipment.

The proposed cart program would take the volume based, pay-as-you-throw fee structure beyond the intermediate pink bag program. With the pink bag program, each household is allocated the same number of bags, regardless of the number of residents within that household. Therefore, a family of six has the same amount of bags distributed as a family of two. With different sized carts available to each customer, the volume-based system truly becomes a matter of choice and lifestyle. Therefore, waste reduction practices are a matter of customer choice, based on the fee each household would like to pay for waste disposal.

The automated, variable-sized cart program would require 6-daily routes 4 days a week providing service to each resident once each week. The fleet would consist of seven vehicles, including one spare and one small-automated vehicle, which would be used in congested areas with narrow streets where large equipment is difficult to handle. Currently, the narrow congested areas offer great difficulty for our existing equipment.

Rationale for Change to Automation

Inability to Maintain Necessary Staffing Levels

As mentioned above, the Sanitation Route Worker will load from 12 to 20 tons each day into the back of the rear loader. The pay for this employee grade is from $8.20 to $11.56 per hour, somewhat comparable to fast food service pay rates. Because of the low pay, employees are difficult to hire and even more difficult to keep. This creates a serious staffing and training problem. With a continuous staff turnover rate, safety training is consequently compromised in order to get new hires in place. This minimal training leads to higher rates of personal injury accidents, sprained ankles, sprained knees, shoulder injuries, etc. These all contribute to the Worker's Compensation costs, health costs, and lost job time. This perpetuates a downward spiral of labor shortages, minimal training and on-the-job injuries.

Worker's Compensation Losses

The injuries that occur have created a serious expense and lost work problem. Some injuries are a part of the job, but not of the magnitude that are currently being experienced in the Solid Waste Division. The work required of each employee at this staffing level is more than should be reasonably expected. Either staff and number of routes need to be increased, or the manner in which the work is done must be made more efficient. The most cost effective approach is through the use of automation.

The Solid Waste Division costs for Worker's Compensation premiums are based upon State of Arkansas losses within municipal Solid Waste Departments from throughout the State. Solid waste activities in this pool have the highest injury incidence of any municipal work group. The local experience has historically reflected a similar incident ratio. The Fayetteville Solid Waste Division premium in 2000 was $76,890. Due primarily, but not solely, to the number of job related injuries in the Solid Waste Division, the City has been placed into a high-risk pool. This placement mandates a program to reduce job related injuries and can result in very significant increases in our Worker's Compensation premium if the program is not effective.

The lost time costs and medical expenses from 7-1-99 to 6-30-01 were $133,029.50 as provided by the Personnel Department.

According to a summary report from the Little Rock Solid Waste Division, when that department went to automation their medical expenses dropped from $198,589 to $45,144. A similar report from Edmond Oklahoma reported similar findings as their Worker's compensation related injuries dropped from a high of 25 in fy89-90 to three in fy00-01.

Worker Safety

Some employee injuries are caused by exhaustion, carelessness, lack of training, etc. Others are caused by the actions of others. Some of the most frightening of these involve hypodermic needles in waste and recycling materials. To date this year, four employees received medical treatment for incidents with customer needles in the waste stream. The short-term healthcare costs of these incidents and follow-up costs for regular examinations have not been significant, ranging from $700 to $2,450 per incident. To date no transmittable diseases have been present nor have been manifested. If an employee were to be infected by some contagion however, the cost could be very substantial. Two of these incidents were in the Recycling Section and two in the Residential Trash Program.

Community Litter

The current bag program creates a certain image for the streetscape. Some bags are placed in inappropriate locations and neighborhood animals tend to tear open pink bags on a regular basis. This creates an unsightly litter problem for some neighborhoods and our community at large.

Scheduled Fleet Replacement

The waste fleet is currently scheduled for replacement and can be replaced with fully automated vehicles (one truck driver with the aid of an articulating arm on the vehicle will be able to serve each route), freeing five Sanitation Route Workers for other needed duties.

As our recycling services grow, the Solid Waste Division is in a position to role model waste reduction practices. Automated waste collection routes reduce staffing needs in waste operations and create the potential for former waste haulers to become available staff for needs in current recycling operations. Based on community demand, the recycling operations are currently in need of two additional residential routes, a commercial paper route and assistance in the materials recovery facility.

Labor Costs

The residential waste collection labor costs will drop substantially. This labor cost savings of five Sanitation Route Workers will help offset necessary staffing increases proposed in the Recycling Collections/ Materials Recovery Facility, in the Composting area, and the additional smaller vehicle for residential trash collection.

Recycling

As with the residential waste program, the residential recycling routing begins at 6:00a.m. On some days, due to fleet maintenance and heavy loading, the routes are not completed until around 6:00 or 8:00p.m. Subsequently, this then requires the materials recovery facility to operate until 7:00 p.m. to 9:00 p.m. to clear the facility floor of the material deposited with the final run of the day.

The recycling program is comprised of seven routes, running 4 days per week. The fleet has nine vehicles, two of which are classified as spares. However, due to the current workload and maintenance issues, the seven routes are expanded to nine when all vehicles are operational. Even with this expanded routing, the volume of recovered materials exceeds current staffing and equipment availability. Additionally, the route collection workers have some days that are 14+ hours long. This creates problems related to worker morale and safety.

With an automated waste collection system, the Recycling Collections/Materials Recovery Facility staff can be increased by four personnel (four of the five re-classified Sanitation Route Workers). These repositioned route workers can accommodate the current needs and begin to address the community demand for expanded recycling at apartments and schools and into areas such as commercial glass, aluminum, and small container cardboard.

Recycling operations currently provide small businesses, city offices and schools with in-house recycling collection for 3 paper grades (white/newspaper/mixed paper) and some additional container recycling. Due to staffing inadequacies, there is no consistent staff member to manage the in-house collection and some in-house customers have to call frequently to receive collection service.

Currently, some of the community schools and some apartment complex residents recycle using the blue bags. The bags are deposited near the waste container and then sorted by the recycling truck driver. This creates two problems. First, if the program is successful there are several bags. At some stops, there are nearly 100 bags and the bags are frequently torn, with debris strewn in the area. Secondly, the driver must sort the bags at the site. This takes a great amount of time, substantially delaying the remainder of the day's collection process.

The SWD Materials Recovery Facility currently operates with 3 staff members who maintain white paper collection igloos, oversee the quality of material as it's baled for market and facilitate the delivery of our recycled product to appropriate locations. In the last quarter, the MRF lost revenue on three separate shipments of recycled materials because of bale contamination. This can be directly attributable to the staff workload.

The proposed plan

- This quarter, staff is implementing a pilot program with the Fayetteville High School to source separate recyclable materials into a custom designed roll-off container. This will allow the users to effectively participate, remove the blue bag clutter and greatly reduce collection time. The container will be collected on a weekly basis with existing equipment. The containers will be provided as a part of an ongoing community education program with the high school Student Council participants. Students will gather data on weights and volumes for collected materials. As the program continues through the school year, business and math students will quantify data into a financial waste reduction business plan for High School board members. The school will not be charged for the container in this first year, but will assume a lease for container maintenance in the 2002-2003 school year. The individual school will be responsible for control of the site and litter and debris pickup around the site.

- A similar process is proposed for apartments, but with 95-gallon carts rather than the large roll-off bin. Smaller recycling areas can be designed with the carts to allow customers to source separate recyclable materials at convenient locations around the apartment complex. These smaller units are also more attractive to apartment managers and owners. Staff is currently initiating a pilot apartment (multi-family dwelling) recycling pilot program with two apartment complexes, the Greens and the Cliffs, respectively. Time savings will be significant for recycling route personnel who service the containers, as the materials will already be sorted by customers as they recycle. The containers would be provided for a service fee, however the apartment complex owner would be responsible for control of the site, litter and debris pickup, theft and vandalism, no differently than the current residential program.
- Commercial recycling of glass and aluminum is a new program. This program will expand slowly, but will first focus upon large quantity generators of these materials. The plan will be to work with glass distributors to encourage bottle recovery and also with the appropriate businesses to make glass and aluminum recycling convenient and cost-effective. One-on-one consultations will tailor the program to each business's waste reduction needs by conducting waste audits with eligible programs that demonstrate the bottom line savings of recycling and avoided disposal costs. Efforts will be made to keep the glass separated by color and therefore marketable in the normal recycled glass market. Due to the low recovery costs for co-mingled colors of glass, generators of this material may experience a different rate structure that those businesses that can maintain glass color separation. Staff is currently researching potential co-mingled glass markets and alternative uses for this material, such as a gravel replacement for construction, parking lot and road base fill.
- Small commercial cardboard is an existing program with a strong market that needs to be expanded. This can be accomplished easily through increased marketing, promotion and collection services. An incentive to separate cardboard currently exists in the solid waste rate structure, although this incentive has not been marketed heretofore. Additional promotion of this incentive and an evaluation of the avoided disposal costs should be adequate to increase this program substantially.
- The City is proposing a program expansion into large commercial accounts. As this program is expanded, the commercial cardboard will also be source separated. This program will be actively promoted as a cost-effective method for the customer to reduce their waste management fees.
- Construction and Demolition recycling is a program area that the solid waste division is beginning to address. There are logistical issues with this program to be resolved that will need careful study over the next year. The program will be scheduled for implementation in the winter of 2002.

Composting/Bulky Waste Facility

The composting operation is comprised of two activities. First, are those actions involving collection, composting and disposal of yard waste. The second involves the collection, chipping and disposal of woody material, or tree and shrub waste.

Until November1, 2001, the yard waste collection program was available to customers through a subscription basis. In an effort to include more City residents in yard waste collection services, Council expanded the program by offering collection services to residents at no fee. This expansion requires that participating customers place their green waste (grass) or woody waste (leaves) in either compostable paper yard waste bags or reusable receptacles, with pick up to correspond with normal waste/recycling days. The yard waste collection program also includes larger woody material (limbs/brush), as long as it meets certain size limitations.

Composted material is made available to the public as it becomes ready. In the past, the quality of the composted material has been poor, with foreign material being the primary problem and seeds still having viability within the compost. These two problems are in the process of being resolved by additional training for composting staff, with the purchase of more efficient compost turning machine and the use of a screener to remove foreign objects. With these changes, the finished compost product will be of much higher quality and will marketed as such to customers.

The second activity of the composting operation is the woody material handling. This material is collected, stored a short time and then processed through a grinding machine. The product is then distributed for free as mulch. The mulch still includes some foreign matter and is not of uniform size. To improve the quality of the mulch product, it will be screened to remove foreign objects and sold as a size-graded product. As these improvements come on-line, the finished mulch product will also be sold to the public.

Bulky Waste pick-up is also available to homeowners two times each year. This may be green or woody wastes if the resident chooses or it may be household items, with certain limitations (refrigerators, etc.). Additional pickups are available for a fee. These bulky item pickups are by appointment only and the resident must call to make a reservation for the service.

Small Commercial Services

Small Commercial Services

The small commercial program includes restaurants, offices, and small retail businesses. These are the type of activities that utilize the 95-gallon and the 2-yard to 8-yard container services of the Solid Waste Division. Historically, the City has not been able to provide larger containers. The current program includes cardboard and paper recycling. For purposes of this discussion, recycling activities are separately addressed within the Recycling section. Several possible changes are currently being evaluated to enhance this program area. One major change under consideration involves larger compactor containers serving multiple businesses at a pro-rated fee. This would totally enclose the waste rather than having it in an open top lidded container, reducing odor, pest and rodent problems, and free-up parking by consolidating multiple waste containers into a single compactor. This multiple user concept may not be applicable in all locations, but the expanded compactor service will be an added feature that will be advertised as a way to solve some of the problems of waste management.

Large Commercial Services

The City of Fayetteville does not currently provide service to large commercial or industrial businesses. Third party vendors have previously provided this service. This service can provide revenue for the system to expand into the other areas discussed above. These types of customers are Wal-Mart, Target, Kohl's, Tyson plants, etc. The equipment currently in the Solid Waste Fleet can accommodate this service expansion. As service develops, more equipment may be required but the costs would be offset by revenue from the service.

What does all this mean?

There have been many program enhancements listed above. These all have associated benefits and costs. A proposed cost allocation and residential fee structure is proposed in this and the following section. The residential rate structure is based upon the finding of the **Solid Waste Cost of Service and Rate Design Study** prepared by DMG-Maximus, Inc. in the winter of 2000-2001. Reviewed will be an expense and revenue stream for each program area:

- Residential waste and recycling;
  - Senior citizen discount;
- Residential yard waste and composting.

Residential Waste and Recycling

The following charts summarize the costs of the current and proposed 2002 residential waste and recycling rate. This data is from the **Solid Waste Cost of Service and Rate Design Study** prepared by DMG-Maximus, Inc. in the winter of 2000-2001.

Calendar year 2000

Residential Trash Service Rate = $9.25

Trash service costs are	
Trash collection costs-----------	4.85
Trash disposal costs-------------	1.69
Bulk pick-up service------------	0.42
Bulk disposal costs--------------	0.05
Recycling collection costs-------	6.95
Total	13.96

Subsidy from non-residential waste management services $13.96 less $9.25 = $4.71

At the current level of service, the non-residential ratepayer subsidized the residential rate by $4.71 in 2000.

The subsidy will continue to escalate if changes are not made to improve the rate class distribution or unless program changes are implemented.

The program change proposed is a volume based automated cart program in 2002.

Calendar year 2002
Proposed Average Residential Trash Cart Service Rate = $9.25
(Based upon the use of automated equipment and carts.)
(2000 expenses)
Trash service costs are
Trash collection costs ---------- 2.36
Amortization of carts----------- 0.86
Trash disposal costs------------- 1.69
Bulk pick-up service------------ 0.42
Bulk disposal costs-------------- 0.05
Recycling collection costs------ 6.95
Total 12.33
Subsidy from non-residential waste management services $12.33 less $9.25 = $3.08

This would reduce the necessary average subsidy from the non-residential ratepayer to $3.08, a savings of $1.33.

This subsidy will increase with the Senior Citizen Discount discussed below.

Senior Citizen Discount

DMG evaluated the impact of an Over 65 Discount within the **Rate Study**. Their analysis assumed a discount for all 65 and older households. There are approximately 3,073 households with persons 65 years or older within the City of Fayetteville according to the 2000 Census. Of these approximately 28% live at or below the poverty level. (2000 Census Data is not available for income statistics. Therefore, this calculation is derived using 1990 Census Income Data and 2000 Census General Demographic Characteristics and interpolating to derive a percentile below the poverty level for 2000. For budgeting purposes, this interpolation is adequate.) This 28% can be provided a discount of 25% off the normal rate with an adjustment in the subsidy. The non-residential ratepayer subsidy will increase by approximately $0.11 or to $3.19 per residential ratepayer or the residential rate can be increased by $0.11.

Residential Yard Waste and Composting

The City Council in September authorized modifications to this program area, which reduced the work required in the composting operation. The staff involved in that activity will be reassigned to monitor the community drop-off site and maintenance of the grounds.

Commercial Waste and Recycling

Commercial waste and commercial recycling programs make up a large part of the revenue stream of the Solid Waste Division. As noted above, this group of programs provides a substantial subsidy to the group of residential programs. Currently, that subsidy is a little over 33% per month for each residential ratepayer. If a residential waste automated program is implemented that subsidy will reduce to 25%. This adjustment will help to delay any increases in waste management rates for the residential customers. These activities of the Solid Waste Division help to maintain an attractive residential rate structure.

Earlier this year the Council authorized the purchase of a second roll-off truck to serve as a backup vehicle and to be used primarily within the recycling area. This was necessary due to the critical timing needs of the operation. However, with this purchase, an opportunity has been created to allow the expansion of service into the large container market, serving larger commercial customers and industrial waste accounts. This expansion of service can not only make full utilization of equipment, but can provide an expansion of our commercial accounts, aiding in overall rate stability, and can provide more economical waste and recycling services to our residential and commercial citizens.

Small Commercial Waste and Recycling

The small commercial waste and recycling program encompasses all customers who utilize the 95-gallon to 8-yard containers. These customers may be multi-family residential, retail, or commercial activities. These customers may also participate in cardboard or white paper recycling.

Improvements planned for this group of customers are as follows:

- For multi-family units:
  - Several complexes have ad hoc recycling programs. The current blue bag program is a co-mingled recycling collection that requires considerable post-collection sorting when participation at the complex is high. Some are more active than others, but the common detractor is the litter and debris synonymous with blue bag collection programs. In order to resolve these problems, we will be working with each multi-family complex to tailor a collection system that fits their needs. These systems will generally revolve around 95-gallon carts or compartmentalized roll-off containers at the complex which will allow the residents to source separate their recyclables at the complexes recycling and waste centers.
- For Retail and Commercial Activities:
  - *Recycling:* The current programs for recycling are white paper, newspaper, and cardboard. White paper and newspaper recycling is on a voluntary basis. When the customer requests the service, a recycling container is provided at no cost. The program is functioning adequately but the number of participants can be increased. The program will be made more visible to the community and additional participation will be encouraged. The program will remain voluntary.

    The cardboard program is also voluntary but there is a fee for the cardboard container. There is a reduced rate for the service that makes it very attractive. However, the program is not marketed effectively and participation rates can be improved. The program will be made more visible to the community and additional participation will be encouraged. In an effort to reduce contamination of the cardboard, the cardboard containers will be painted a uniform "cardboard tan" color and more effectively labeled.

- *Waste Removal Service:* Many commercial activities are located in small strip malls or other shared buildings. This causes the need for multiple containers, creates aesthetic problems, takes up valuable parking, and hinders circulation in the parking lot. An option that will be explored on a case-by-case basis with businesses in this type of situation will be shared compactor containers. This option has not existed before the City's expansion of service into the larger roll-off style containers.

Large Commercial Waste and Recycling

In the past, the City of Fayetteville has not provided service to commercial users who needed large roll-off style containers. With the acquisition of a backup roll-off truck, an opportunity has been created which will allow the City to provide this service. By entering into the large commercial market area, the City will be able to provide the service at a competitive rate, provide consistent service to all customers, promote recycling by providing a rate structure that encourage removal of cardboard, white paper, and newspapers the waste stream. As expansion of these services expand additional equipment and resources will be necessary. These investments will occur only as needed and only when offset by revenue generation.

Recommendation

Many program improvements have been listed above. The following is a summary of strategies that will control costs, improve revenue, and move the community in necessary steps toward the goals of increasing waste stream diversion to levels approaching 25% by 2003 and 50% by the end of 2004.

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
1	Implement a cart-based automated residential waste collection program	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce collection costs; Reduce worker's compensation injuries, lost time, medical costs	7-Vehicles-~$1,120,000, these vehicle are scheduled for replacement and are an anticipated expense. Costs will incur even if no systemic changes occur. ~20,000 carts of various sizes - $880,000 Deposit equal to value of cart will be required and customer will be responsible for reasonable care of cart	Reduced employee expense - ~$128,720/year. Reduced worker compensation expenses - ~$33,257/year. Eliminate need to purchase annual supply of purple bags - ~ minimum of $130,000/year. Total annual benefit - ~$291,977 Carts expense recovered in just over 3 years	20 gallon $5.85 32 gallon $6.98 56 gallon $9.25 64 gallon $10.01 96 gallon $13.03
2	Expand recycling fleet to meet growth needs of the community	Council review in Winter of 2001, with implementation of program in Summer of 2002	Reduce overtime costs; Reduce worker's compensation injuries, lost time, medical costs; Provide more efficient service to customers	5-vehicles -~$560,000 Beginning in the summer of 2002, deposit equal to value of recycling bin will be required and customer will be responsible for reasonable care of bin	The current workload on the existing routes is excessive. This change will reduce employee turnover, employee injuries, vehicle accidents and employee overtime	NA

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
3	Implement senior citizen discount for those in need	Council review in the Winter of 2001, implementation in the Summer 2002	Provide economic relief for senior citizens in need	Costs will be subsidized for non-residential ratepayer.	Reduced cost for senior citizens in need	20 gallon $4.39 32 gallon $5.24 64 gallon $7.51 96gallon $9.77
4	Expand community recycling by offering apartment-specific recycling services	Council review in the Spring of 2002, with implementation in the Fall of 2002	Improve community waste diversion rates by including apartment (multi-family dwelling) residents	Operational costs will be reduced due to improvements in the processes that the route collection worker will be able to use Recycling revenue will increase due to increased participation Containers will be provided for a fee	Increased waste stream reduction	NA
5	Improve compost and mulch quality.	Council review occurred in Fall of 2001, full implementation will be complete in Fall of 2002	Compost and mulch are recycled products. Improved quality of these products; Add to the retail and commercial value of products	NA	Improvements will add value to compost/mulch products, which currently have little to no monetary value	Fees will be established when all improvements are in place to add value to product. This is anticipated to be fall of 2002

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
6	Implement roll-off services for large commercial accounts, including recycling services.	Council review in Winter of 2001, with implementation in late Spring of 2002	Expand ability to directly influence recycling at the larger commercial sources; Offer expanded public services to the business community; Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service and through the sale of recyclable material. This program will be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste reduction program to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002
7	Implement roll-off services for construction and demolition debris	Council review in Winter of 2001, with implementation in Spring of 2002	Offer expanded city services to development community; Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service. This program is proposed to be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002

	Program	Sequence	Purpose	Cost	Benefit	Rate Structure
8	Implement roll-off services for recycling of construction and demolition debris	Council review in summer of 2002, with implementation in Winter 2002	Offer recycling options for development community; Offer public services to this sector of the business community; *and* Expand revenue base	The costs of this service will be recovered through fees to subscribers to the service. This program will be implemented through competition with other service providers, rather than through strict implementation of existing ordinances	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004. This program expansion will be a sector of waste management that can help to delay and minimize solid waste service rate increases	Fees will be established competitive with the other service provider within the community. The fees will be formalized by ordinance during the spring of 2002
9	Implement glass and metal recycling at food, bar, restaurant establishments on selected basis	Council review in the Fall of 2002, with implementation Winter of 2002	Expand recycling into areas which can have a significant impact upon landfill utilization reduction; Create local resource of glass cullet sized and graded for re-use in paving, trails, parking lot base fill, etc.	Unknown at this time. This issue will be addressed during Council review in the Spring of 2002	The City will be able to control the waste stream and implement a global waste collection strategy to achieve the desired levels of waste reduction by 2004	Unknown at this time. This issue will be addressed during Council review in the Spring of 2002

4:30 Budget Briefing

DRAFT TENTATIVE AGENDA
CITY COUNCIL
NOVEMBER 20, 2001

A meeting of the Fayetteville City Council will be held on November 20, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **MOTOROLA INC. :** A resolution awarding a contract to Motorla Inc. in the amount of $125,341.95 to replace and install five new Quantar repeaters stations and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the Radio project to allow the replacement of these repeaters, and a contingency of $10,000 to complete Phase I.

3. **STARR DRIVE:** A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

B. OLD BUSINESS

C. NEW BUSINESS

1. **PUBLIC STREETS:** An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. **ANX 01-4.00:** An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owened by Eugene Nottenkamper and Anthoney Turchi and located north of Wedington on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

3. **RZN 01-22.00:** An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on bhelaf of Mrak Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

No record

4. ~~**ADM 01-39.00:** An ordinance revising the Flood Damage Prevention Code by adding / revising the setback required from a stream bank in Zone A and Zone X flood zones as shown on the FEMA Flood Insurance Rate Map.~~

5. **ADM 01-42.00:** An ordinance amending the Planning Area Boundary.

6. **RAZE AND REMOVAL:** An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

Northwest Arkansas Times

Monday, November 19, 2001

CITY OF FAYETTEVILLE
FINAL AGENDA
CITY COUNCIL
November 20, 2001

A meeting of the Fayetteville City Council will be held on November 20,2001 at 6:30 pm in Room 219 of the City Administration Building located in 113 West Mountain, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES

2. MOTOROLA INC.: A resolution awarding a contract to Motorola Inc. in the amount of $125,341.95 to replace and install five new Quantar repeater station and one conventional repeater at the Mt. Robinson Tower Site and approval of a change order to Phase I of the radio project to allow the replacement of these repeaters and contingency of $10,000 to complete Phase I.

3. STARR DRIVE: A resolution approving a cost share with St. Joseph Catholic Church in the amount of $61,200.00 for the widening of Starr Drive and the associated drainage improvements.

4. ADM 01-42.00: A resolution amending the Planning Area Boundary.

5. AIRPORT DRAINAGE: A resolution awarding a bid for the construction of trench drains at Drake Field to John P. Marinori Construction in the amount of $41,022.14

B. OLD BUSINESS

Rezoning requests RZN 01-17.00, 01-18.00 and 01-19.00 were tabled at the November 6,2001 meeting. The applicant has request that these items not be heard at the November 20,2001 meeting but be brought up at the December 4, 2001 meeting.

C. NEW BUSINESS

1. PUBLIC STREETS: An ordinance accepting and confirming the dedication of all public streets previously accepted by the Fayetteville Planning Commission.

2. ANX 01-4.00: An ordinance approving annexation request ANX 01-4.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The request is to annex into the city approximately 30.99 acres located in the Planning Area.

3. RZN 01-22.00: An ordinance approving rezoning request RZN 01-22.00 as submitted by David Jorgensen of Jorgensen and Associates on behalf of Mark Foster for property owned by Eugene Nottenkamper and Anthony Turchi and located north of Wedington Drive on the east side of 51st Street. The property is zoned A-1, Agricultural and contains approximately 30.99 acres. The request is to rezone to R-1, Residential.

4. RAZE AND REMOVAL: An ordinance approving the raze and removal of the property at 352 W. Sycamore as per Ordinance 3948.

5. SALE OF MUNICIPALLY OWNED REAL PROPERTY: An ordinance amending Chapter 34: Finance and Revenue, of the Code of Fayetteville, to establish a formal process for the sale of municipally-owned real property.

6. ARCTIC OIL DRILLING: A resolution opposing arctic oil drilling.

5. SOLID WASTE: Discussion of Recycling / Solid Waste Program evaluation and recommended system improvements.