

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

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

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
October 3, 2006**

A meeting of the Fayetteville City Council will be held on October 3, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Presentation by Ray Boudreaux

A. CONSENT:

1. **Approval of the following City Council Meeting Minutes:**
July 17, 2006 Special City Council and Planning Commission.
August 29, 2006 Special City Council.

APPROVED.

2. **Water Service Territorial Boundary:** A resolution to adjust the Water Service Territorial Boundary between Fayetteville and Springdale.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-06.

B. UNFINISHED BUSINESS:

1. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting. This ordinance was left on the Third Reading at the September 19, 2006 City Council Meeting and then Tabled to the October 3, 2006 City Council Meeting.*

There was also an amendment to this ordinance that was tabled. The amendment was to amend the ordinance to rezone the Regan Street area to the Downtown General zoning. The motion was made by Alderman Lucas and seconded by Alderman Thiel and then tabled to the October 3, 2006 City Council meeting.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4930.

2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial. *This ordinance was left on the Second Reading at the September 19, 2006 City Council meeting.*

THIS ITEM FAILED UPON VOTE OF THE CITY COUNCIL.

C. NEW BUSINESS:

1. **R-PZD 06-2190 Woodbury:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2190, Woodbury, located south of Zion Road and east of Taliesin Lane, containing approximately 11.66 acres, amending the official zoning map of the City of Fayetteville; and adopting the associated Master Development Plan.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4931.

2. **VAC 06-2136 Petunia Court:** An ordinance approving VAC 06-2136 submitted by John Carpenter for property located between Lots 31 & 32 of Glenbrook Phase II, vacating unconstructed right-of-way within the subject property.

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

3. **VAC 06-2219 North Point:** An ordinance approving VAC 06-2219 submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point Subdivision, vacating the southern 15' of the utility easement located within the subject property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4932.

4. **VAC 06-2220 Emerald Avenue and Hillcrest:** An ordinance approving VAC 06-2220 submitted by CEI Engineering Associates, Inc. located at the north end of Emerald Avenue, vacating 0.05 acres of a 20 foot utility easement located within the subject property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4933.

5. **VAC 06-2270 Kirk Elsass:** An ordinance approving VAC 06-2270 submitted by Kirk Elsass for property located at 620 Rockcliff Road, Lot 9, Phase 1 of Hyland Park Subdivision, vacating a portion of a 20 foot utility easement located along the west property line of the property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4934.

6. **2006 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2006 fixing the rate thereof at 1.3 mils for General Fund-Operations, 0.4 mils for the Firemen's Pension and Relief Fund, 0.4 mils for the Policemen's Pension and Relief Fund and 1.0 mils for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4935.

7. **Bond Ordinance:** An ordinance authorizing the issuance and sale of the City's Sales and Use Tax Capital Improvement Bonds, Series 2006A, for the purpose of financing a portion of the costs of (1) certain improvements to the City's wastewater treatment plants, sewerage, and related facilities, (2) certain street improvements, and (3) certain trail system improvements; authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4936.

8. **Washington County Quorum Court's Density Regulations:** A resolution to support the Washington County Quorum Court's Density Regulations for land located within two miles of Fayetteville's City Limits.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-06.

D. INFORMATIONAL: City Council Tour: NONE

Meeting adjourned at 8:30 p.m.

Adjourn 8:30 PM

Subject:	Roll				
Motion To:					Need to fix the clock in the Council Chambers @
Motion By:					entry
Seconded:					Called - Larry Rennie
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell	absent			
	Mayor Coody	✓			

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

Res.
162-06

Subject: ADM ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Amendment was withdrawn			Downtown Master
Motion By:		Lucas			Plan
Seconded:		Thiel			
B.I. Unfinished Withdrawn	Lucas				
	Jordan	Amendment			
	Reynolds	was			
	Thiel	Withdrawn			
	Cook				
	Rhoads				
	Ferrell				
	Mayor Coody				

Subject: ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Amendments # 2 & 3			Downtown
Motion By:		Rhoads			Master
Seconded:		Cook			Plan
B.I. Unfinished Passed	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

Subject: ADM ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Amendment #1			Downtown
Motion By:		Thiel			Master Plan
Seconded:		Reynolds			
B.I. Unfinished <u>Passed</u>	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	Recuse			
	Ferrell				
	Mayor Coody				

5-0

Subject: ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Amendment #4			Downtown
Motion By:		Reynolds			Master
Seconded:		Cook			Plan
B.I. Unfinished <u>Passed</u>	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

6-0

Subject: ADM ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Amendment #5			Downtown
Motion By:		Rhoads			Master Plan
Seconded:		Reynolds			
B.I. Unfinished Failed	Lucas	N			
	Jordan	N			
	Reynolds	✓			
	Thiel	N			
	Cook	N			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

2-4

Subject: ADM 06-1955, 06-1956 Amend Title XV					
Motion To:		Pass the Ordinance			Downtown
Motion By:					Master
Seconded:					Plan
Passed 4930	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

6-0

Subject: 06-2201 RZN 06-2201 Mariscal					
Motion To:		3rd read	pass		
Motion By:		Jordan			
Seconded:		Lucas			
B. 2. Unfinished Failed	Lucas	✓	N		
	Jordan	✓	N		
	Reynolds	✓	N		
	Thiel	✓	N		
	Cook	✓	N		
	Rhoads	✓	absent during		
	Ferrell				
	Mayor Coody				

6-0

0-5

Subject: R-PZD 06-2190 Woodbury.					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Reynolds	Thiel		
Seconded:		Jordan	Reynolds		
C.I. New Business Passed 4931	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	N	N	
	Rhoads	✓	✓	✓	
	Ferrell				
	Mayor Coody		✓		

6-0

6-1
Mayor Voted yes 5-1

Subject: Item UAC 06-2136 Petunia Court					
Motion To:		2nd read			
Motion By:		Thiel			
Seconded:		Reynolds			
C. 2. New Business. Left on the Second Reading	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

6-0

Subject: UAC 06-2219 North Point					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Lucas		
C. 3. New Business Passed	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	absent	absent	absent	
	Mayor Coody				

4932

6-0

6-0

6-0

Subject: 000 VAC 06-2220 Emerald Avenue & Hillcrest					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Reynolds	Reynolds		
C.4. New Business <u>Passed</u> 4933	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	—	—	—	
	Mayor Coody				

6-0

6-0

6-0

Subject: VAC 06-2270 Kirk & Isass					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Reynolds	Reynolds		
Seconded:		Lucas	Cook		
C.5 New Business <u>Passed</u> 4934	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	—	—	—	
	Mayor Coody				

6-0

6-0

6-0

Subject: 2006 Millage Levy					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Rhoads	Jordan		
Seconded:		Reynolds	Reynolds		
C. 6. New Business <u>Passed</u> 4935	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	—	—	—	
	Mayor Coody				

6-0

6-0

6-0

Subject: Bond Ordinance					
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Reynolds	Lucas		
C. 7. New Business <u>Passed</u> 4936	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Rhoads	absent during the vote	absent during the vote	✓	
	Ferrell	—	—		
	Mayor Coody	✓	✓		

6-0

6-0

6-0

Subject: Washington County Quorum Courts Density					
Motion To:		Pass			Regulation
Motion By:		Jordan			
Seconded:		Reynolds			
C.8. <u>Passel</u> 163-06	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Rhoads	✓			
	Ferrell				
	Mayor Coody				

6-0

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

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
October 3, 2006**

A meeting of the Fayetteville City Council will be held on October 3, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

~~**Presentation on the proposed Library Strategic Plan given by Louise Schaper, Executive Director - Agenda Session Only.**~~

A. CONSENT:

1. **Approval of the following City Council Meeting Minutes:**
July 17, 2006 Special City Council and Planning Commission.
August 29, 2006 Special City Council.
~~September 5, 2006 City Council.~~
~~September 12, 2006 Special City Council.~~
2. **Water Service Territory:** A resolution to adjust the Water Service Territorial boundary between Fayetteville and Springdale.

B. UNFINISHED BUSINESS:

1. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting. This ordinance was left on the Third Reading at the September 19, 2006 City Council Meeting and then Tabled to the October 3, 2006 City Council Meeting.*

There was also an amendment to this ordinance that was tabled. The amendment was to amend the ordinance to rezone the Regan Street area to the Downtown General zoning. The motion was made by Alderman Lucas and seconded by Alderman Thiel and then tabled to the October 3, 2006 City Council meeting.

2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial. *This ordinance was left on the Second Reading at the September 19, 2006 City Council meeting.*

C. NEW BUSINESS:

1. **R-PZD 06-2190 Woodbury:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2190, Woodbury, located south of Zion Road and east of Taliesin Lane, containing approximately 11.66 acres, more or less; amending the official zoning map of the City of Fayetteville; and adopting the associated Master Development Plan.
2. **VAC 06-2136 Petunia Court:** An ordinance approving VAC 06-2136 submitted by John Carpenter for property located between Lots 31 & 32 of Glenbrook Phase II, vacating un-constructed right-of-way within the subject property.
3. **VAC 06-2219 North Point:** An ordinance approving VAC 06-2219 submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point Subdivision, vacating the southern 15' of the utility easement located within the subject property.
4. **VAC 06-2220 Emerald Avenue and Hillcrest:** An ordinance approving VAC 06-2220 submitted by CEI Engineering Associates, Inc. located at the north end of Emerald Avenue, vacating 0.05 acres of a 20 foot utility easement located within the subject property.

Move to
Oct. 17, agenda

5. ~~2007 Compensation & Classification Plan Implementation:~~ A resolution adopting the Compensation Committee's recommendation to implement the ~~2007 Compensation & Classification Plan~~. Additional information will be available at Agenda Session.

6. **2006 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2006 fixing the rate thereof at 1.3 mil for General Fund-Operations, 0.4 mils for the Firemen's Pension and Relief Fund, 0.4 mils for the Policemen's Pension and Relief Fund and 1.0 mil for the Fayetteville City Library; and certifying the same to the County Clerk of Washington County, Arkansas.

7. **Bond Ordinance:** The information regarding this issue will not be available until Agenda Session.

8. **Washington County Quorum Court's Density Regulations:** A resolution to support the Washington County Quorum Court's Density Regulations for land located within ~~one~~ ^{two} mile of Fayetteville's City Limits.

miles

D. INFORMATIONAL:

City Council Tour: October 2, 2006 - 4:30 PM

The Agenda Session 9-20-06

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
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City Council Meeting
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Presentation on the proposed Library Strategic Plan given by Louise Schaper, Executive Director – Agenda Session Only.

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September 12, 2006 Special City Council.
- 2. Water Service Territory:** A resolution to adjust the Water Service Territorial boundary between Fayetteville and Springdale.

Move to #5 NB
2007 Compensation & Classification Plan Implementation: A resolution adopting the Compensation Committee's recommendation to implement the 2007 Compensation & Classification Plan. *Additional Info will be available @ Agenda Session.*

B. UNFINISHED BUSINESS:

- 1. ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the

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7. **Bond Ordinance:** The information regarding this issue will not be available until Agenda Session.

#8 Kit Item will be added

D. INFORMATIONAL:

City Council Tour: October 2, 2006 - 4:30 PM

113 West Mountain 72701 (479) 521-7700 (479) 575-8257 (Fax)
accessfayetteville.org

From: Amber Wood
To: Schaper, Louise
Date: 8/21/06 4:29PM
Subject: email re: library presentation

Louise,

Your presentation has been placed on the October 3, 2006 City Council Tentative Agenda. Your presentation is scheduled for Agenda Session only on September 26, 2006.

In your previous email you stated that you would need support. The projector and screen are available for use. You will need to reserve the remote through our office prior to using the projector.

Please let us know if you need anything else. Have a nice day!

Amber Wood
Deputy City Clerk

City of Fayetteville
City Clerk Division
Phone: (479) 575-8323
Fax: (479) 718-7695
awood@ci.fayetteville.ar.us

>>> "Louise Schaper" <lschaper@faylib.org> 08/21/06 2:24 PM >>>
Amber,

Just wondering if you got my email last week re: needing to be on the calendar for a presentation re: library's strategic plan for an agenda session in September. Would the 26th work? I had thought that Sept. 19th was the agenda session, but I guess not. Will the 26th work?

Louise Schaper,

Executive Director

Fayetteville Public Library

Fayetteville, Arkansas 72701

479.571.2222 ext. 4300

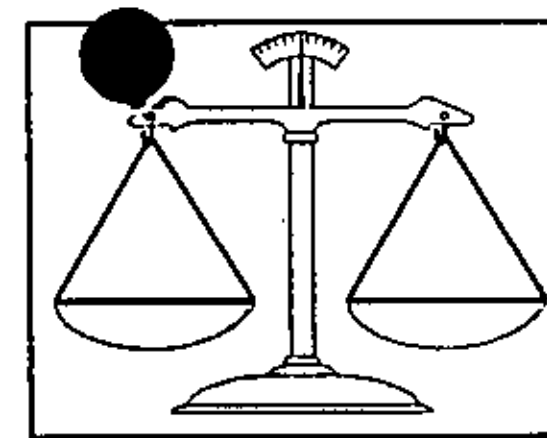
479.236.5943 cell

479.571.0222 fax

www.faylib.org

Our mission is to strengthen our community and empower our citizens

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read "Kit Williams", with a long horizontal flourish extending to the right.

DATE: **October 4, 2006**

RE: **Passed Ordinances and Resolutions from City Council meeting
of October 3, 2006**

1. **Water Service Territorial Boundary:** Resolution adjusting Water Service Territorial Boundary between Fayetteville and Springdale;
2. **ADM 06-1955; 06-1956:** Ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map; (Ordinance and map to be delivered by Planning Department later)
3. **R-PZD 06-2190:** Ordinance establishing Residential Planned Zoning District titled R-PZD 06-2190, Woodbury, located south of Zion Road and east of Taliesin Lane, containing approximately 11.66 acres, amending official zoning map of City and adopting the associated Master Development Plan;
4. **VAC 06-2219:** Ordinance approving VAC 06-2219 submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point Subdivision, vacating the southern 15' of the utility easement located within the subject property;

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6. **VAC 06-2270:** Ordinance approving VAC 06-2270 submitted by Kirk Elsass for property located at 620 Rockcliff Road, Lot 9, Phase 1 of Hyland Park Subdivision, vacating a portion of a 20 foot utility easement located along west property line of the property;

7. **2006 Millage Levy:** Ordinance levying tax on real and personal property within the City of Fayetteville for the year 2006 fixing the rate thereof at 1.3 mills for General Fund Operations, 0.4 mills for Firemen's Pension and Relief Fund, 0.4 mills for Policemen's Pension and Relief Fund and 1.0 mill for Fayetteville Public Library and certifying same to County Clerk of Washington County;

8. **Bond Ordinance:** Ordinance authorizing issuance and sale of City's Sales and Use Tax Capital Improvement Bonds, Series 2006A, for purpose of financing portion of costs of (1) certain improvements to City's wastewater treatment plants, sewerage, and related facilities, (2) certain street improvements, and (3) certain trail system improvements; authorizing execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing execution and delivery of official statement pursuant to which the bonds will be offered; authorizing execution and delivery of bond purchase agreement providing for sale of the bonds; authorizing execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto;

9. **Washington Co. Quorum Court's Density Regulations:** Resolution supporting Washington Co. Quorum Court's Density Regulations for land located within two miles of Fayetteville City Limits.

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record

P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6415

AFFIDAVIT OF PUBLICATION

I, Karen Caler, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of:

FINAL AGENDA

Was inserted in the Regular Editions:

October 2, 2006

Publication Charge: \$214.62

Subscribed and sworn to before me

This 2 day of October, 2006.

Notary Public



My Commission Expires:

Sharlene D. Williams
Notary Public
State of Arkansas
My Commission Expires
October 18, 2014

RECEIVED

OCT 06 2006

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

**FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
OCTOBER 3, 2006**

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on October 3, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. CONSENT:

1. Approval of the following City Council Meeting Minutes:

July 17, 2006 Special City Council and Planning Commission.
August 29, 2006 Special City Council.

2. Water Service Territorial Boundary: A resolution to adjust the Water Service Territorial Boundary between Fayetteville and Springdale.

B. UNFINISHED BUSINESS:

1. ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Maps: An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting and then Tabled to the October 3, 2006 City Council Meeting. There was also an amendment to this ordinance that was tabled. The amendment was to amend the ordinance to rezone the Regan Street area to the Downtown General zoning. The motion was made by Alderman Lucas and seconded by Alderman Thiel and then tabled to the October 3, 2006 City Council meeting.

2. RZN 06-2201 Mariscal: An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial. This ordinance was left on the Second Reading at the September 19, 2006 City Council meeting.

C. NEW BUSINESS:

1. R-PZD 06-2190 Woodbury: An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2190, Woodbury, located south of Zion Road and east of Talliesin Lane, containing approximately 11.66 acres, amending the official zoning map of the City of Fayetteville; and adopting the associated Master Development Plan.

2. VAC 06-2136 Petunia Courts: An ordinance approving VAC 06-2136 submitted by John Carpenter for property located between Lots 31 & 32 of Glenbrook Phase II, vacating un-constructed right-of-way within the subject property.

3. VAC 06-2219 North Point: An ordinance approving VAC 06-2219 submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point Subdivision, vacating the southern 15' of the utility easement located within the subject property.

4. VAC 06-2220 Emerald Avenue and Hillcrest: An ordinance approving VAC 06-2220 submitted by CEI Engineering Associates, Inc. located at the north end of Emerald Avenue, vacating 0.05 acres of a 20 foot utility easement located within the subject property.

5. VAC 06-2270 Kirk Elsass: An ordinance approving VAC 06-2270 submitted by Kirk Elsass for property located at 620 Rockcliff Road, Lot 9, Phase 1 of Hyland Park Subdivision, vacating a portion of a 20 foot utility easement located along the west property line of the property.

6. 2006 Millage Levy: An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2006 fixing the rate thereof at 1.3 mills for General Fund-Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mills for the Fayetteville City Library; and certifying the same to the County Clerk of Washington County, Arkansas.

7. Bond Ordinance: An ordinance authorizing the issuance and sale of the City's Sales and Use Tax Capital Improvement Bonds, Series 2006A, for the purpose of financing a portion of the costs of (1) certain improvements to the City's wastewater treatment plants, sewerage, and related facilities, (2) certain street improvements, and (3) certain trail system improvements; authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.

8. Washington County Quorum Court's Density Regulations: A resolution to support the Washington County Quorum Court's Density Regulations for land located within two miles of Fayetteville's City Limits.

D. INFORMATIONAL: City Council Tour: NONE

RECEIVED

OCT 06 2006

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**



1:24,000

Citizens in this area
may vote in both Farmington
and Fayetteville Elections

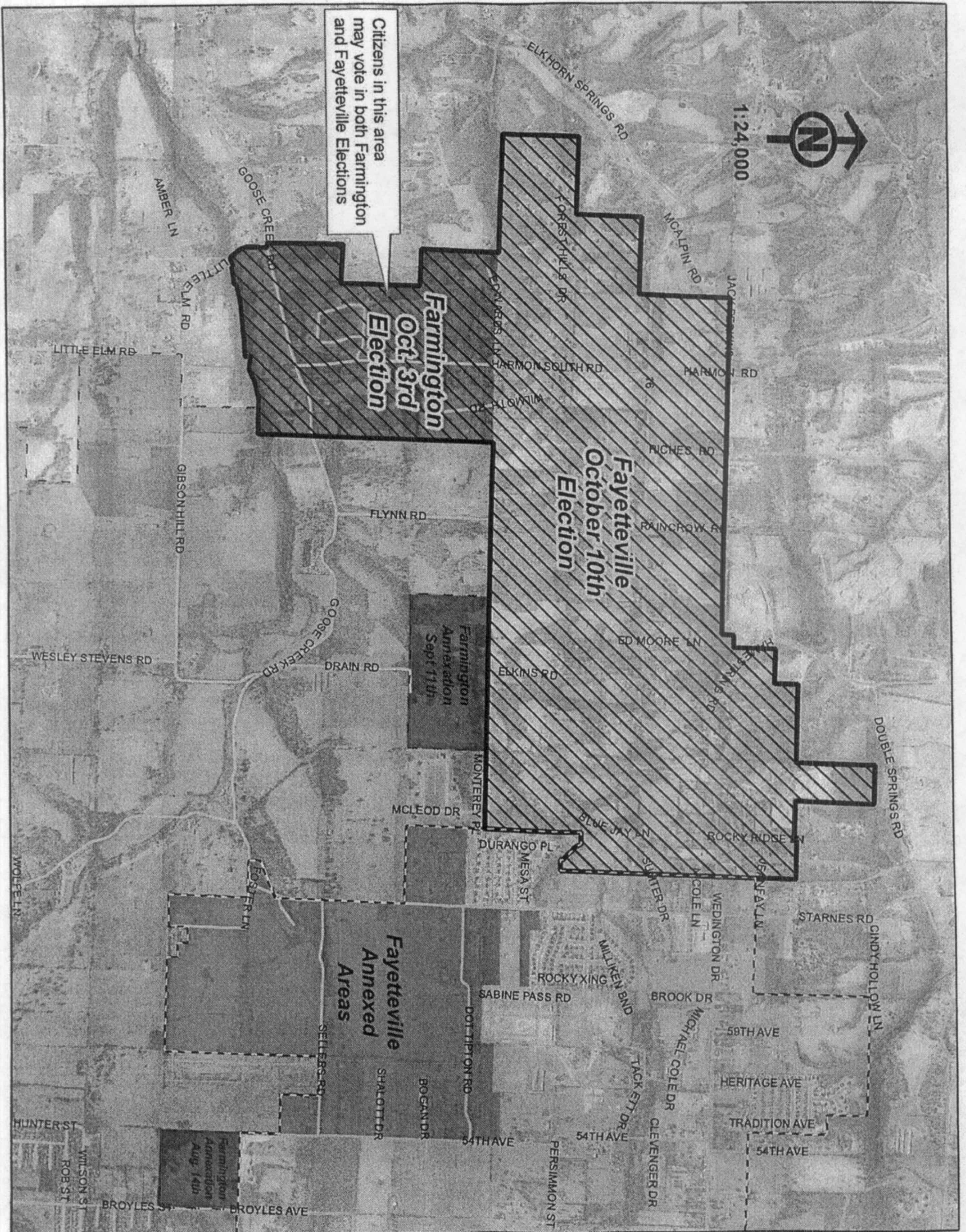
**Farmington
Oct 3rd
Election**

**Fayetteville
October 10th
Election**

**Farmington
Annexation
Sept 11th**

**Fayetteville
Annexed
Areas**

**Farmington
Annexation
Aug 14th**



Downtown Master Plan

- **Resolution:** Whereas ~~an~~ properties included in the proposed Downtown Master Plan are located in Ward 2.
- Whereas the Wilson Park Neighborhood adjoins the planned area on the northern border of the Downtown Master Plan at Maple Street.
- Whereas due to a vacancy, Ward 2 and the Wilson Park Neighborhood is not equally represented on the sitting Fayetteville City Council.
- Whereas a rush to vote on the Downtown Master Plan is not critical.
- Whereas the Downtown Master Plan directly will impact Ward 2, inclusive neighborhoods and bordering neighborhoods for years to come.
- Whereas the WPNA respects the actions of the sitting City Council, commends their service to the community as a whole and appeals to their integrity and sense of fairness.

Be it resolved that the Wilson Park Neighborhood Association by action the Steering Committee request the final vote approving the Downtown Master Plan be tabled until the vacant Ward 2 Alderman position is filled guaranteeing full representation of Ward 2 and the residents of the Wilson Park Neighborhood. *Approved by acclamation October 2, 2006*

B.1, Unfinished

Downtown Master Plan

Proposed Amendments

1. (Map Amendment) Change Denelle Campbell's Property Zoned PZD to Main Street Center
2. (Text Amendment Page 9 of 144 CC Agenda) All Building Height Variances to go to Planning Commission (Sec. 156.02)
3. (Text Amendment) Apply the Building Height Definition to Apply to All Zoning and Development Ordinances When Measuring Building Height
4. (Map Amendment) Remove the West Lafayette Street Neighborhood from the Downtown Zoning Map and Leave as RMF-40
5. (Map Amendment) Change South Side of Rock Street (Block Ave. to College) From Downtown General to Main Street Center

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2006

NEW ISSUE
BOOK-ENTRY ONLY

*RATINGS: S&P "___" (Underlying "___")
(___ Insured)

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2006A Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Under existing laws, regulations, rulings and judicial decisions, Bond Counsel is of the opinion that the Series 2006A Bonds and the interest thereon are exempt from all state, county and municipal taxes in the State of Arkansas. For a more complete description, see the caption "TAX MATTERS" herein.

\$ _____ **

CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT BONDS
SERIES 2006A

Dated: November 1, 2006

Due: November 1, as shown on inside front cover

The Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Series 2006A Bonds"), are being issued by the City of Fayetteville, Arkansas (the "City") for the purpose of (i) financing a portion of the costs of certain improvements to the City's wastewater treatment plants, sewerage and related facilities, to certain City streets, and to the City trail system, [(ii) purchasing a policy of municipal bond insurance], [(iii) purchasing a surety bond for deposit in the debt service reserve], and (iv) paying certain expenses in connection with the issuance of the Series 2006A Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECTS" herein.

The Series 2006A Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal, premium, if any, and interest payments on the Series 2006A Bonds will be made so long as Cede & Co. is the registered owner of the Series 2006A Bonds. Individual purchases of the Series 2006A Bonds will be made only in book-entry form, in denominations of \$5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2006A Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2006A Bonds shall bear interest from their dated date, payable on May 1 and November 1 of each year, commencing November 1, 2007. All such interest payments shall be payable to the persons in whose name such Series 2006A Bonds are registered on the bond registration books maintained by Simmons First Trust Company, N.A., Pine Bluff, Arkansas as trustee (the "Trustee"), as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2006A Bonds shall be payable at the principal corporate trust office of the Trustee. So long as DTC or its nominee is the registered owner of the Series 2006A Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Pursuant to a Trust Indenture dated as of November 1, 2006 (the "Indenture"), between the City and the Trustee, the payment of the principal of, premium, if any, and interest on the Series 2006A Bonds is secured by a pledge of the receipts from (i) a one-quarter of one percent (0.25%) city-wide sales and use tax (the "0.25% Sales and Use Tax") and (ii) a three-quarters of one percent (0.75%) city-wide sales and use tax (the "0.75% Sales and Use Tax," and together with the 0.25% Sales and Use Tax, the "Sales and Use Taxes"). See the caption "SECURITY FOR THE SERIES 2006A BONDS" herein. The Series 2006A Bonds are subject to [optional and] mandatory redemption prior to maturity as more fully described herein under the caption "THE SERIES 2006A BONDS - Redemption."

[BOND INSURANCE STATEMENT?]

The Series 2006A Bonds are special obligations of the City secured by and payable solely from receipts of the Sales and Use Taxes. The Series 2006A Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2006A Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2006A Bonds, except as described herein with respect to the Sales and Use Taxes.

The Series 2006A Bonds are offered when, as and if issued by the City and are subject to the final approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel. Certain matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney. It is expected that the Series 2006A Bonds will be available for delivery in New York, New York, on or about November __, 2006.

Stephens Inc.

The date of this Official Statement is November __, 2006.

- * See the caption "RATING[S]" herein.
- ** Preliminary; subject to change.

MATURITY SCHEDULE**

<u>Maturity</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Maturity</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
2014	\$	%	%	2018	\$	%	%
2015				2019			
2016				2020			
2017				2021			
\$ _____ % Term Bonds due _____ 1, 20__ - Yield: _____ %							

(Plus accrued interest)

CITY OF FAYETTEVILLE, ARKANSAS
Issuer

City Council

Dan Coody, Mayor
Kyle Cook
Bobby Ferrell
Lionel Jordan
Shirley Lucas
Robert Reynolds
Robert Rhoads
Brenda Thiel

Paul Becker, Finance Director
Sondra Smith, City Clerk
Kit Williams, City Attorney

SIMMONS FIRST TRUST COMPANY, N.A.
Pine Bluff, Arkansas
Trustee and Paying Agent

KUTAK ROCK LLP
Little Rock, Arkansas
Bond Counsel

STEPHENS INC.
Fayetteville, Arkansas
Underwriter

No dealer, broker, salesman or other person has been authorized by the City or by Stephens Inc. (the "Underwriter") to give any information or to make any representations, other than those contained herein; and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of any Series 2006A Bonds in any jurisdiction in which such offer is not authorized, or in which the person making such offer, solicitation or sale is not qualified to do so, or to any person to whom it is unlawful to make such offer, solicitation or sale. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

THE SERIES 2006A BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE TRUST INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION CONTAINED IN SUCH LAWS.

CERTAIN INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM THE CITY, THE DEPOSITORY TRUST COMPANY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTY THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2006A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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PRELIMINARY OFFICIAL STATEMENT

\$ _____ *

CITY OF FAYETTEVILLE, ARKANSAS SALES AND USE TAX CAPITAL IMPROVEMENT BONDS SERIES 2006A

INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. All descriptions and summaries of documents hereinafter set forth are qualified in their entirety by reference to each such document. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms under the caption "DEFINITIONS OF CERTAIN TERMS" herein.

This Official Statement, including the cover page and the Appendices hereto, is furnished in connection with the offering by the City of Fayetteville, Arkansas (the "City") of its Sales and Use Tax Capital Improvement Bonds, Series 2006A, in the principal amount of \$ _____ * (the "Series 2006A Bonds").

The City is a city of the first class organized and existing under the laws of the State of Arkansas (the "State"). The City is authorized under Amendment 62 to the Constitution of the State ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2005 Supp.) §§14-164-301 *et seq.* (as from time to time amended, the "Act"), to issue and sell bonds for the purpose of financing the cost of capital improvements of a public nature.

The Series 2006A Bonds are to be issued by the City pursuant to Amendment 62, the Act and Ordinance No. _____, adopted and approved on October __, 2006 (the "Authorizing Ordinance"), for the purpose of (i) financing a portion of the costs of the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities (the "Wastewater Project"), (ii) financing a portion of the costs of the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements (the "Street Project"), (iii) financing a portion of the costs of the acquisition, construction and equipping of certain improvements to the City's trail system (the "Trail Project"), [(iv) purchasing a policy of municipal bond insurance,] [(v) purchasing a surety bond for deposit in the debt service reserve,] and (vi) paying certain expenses in connection with the issuance of the Series 2006A Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECTS" herein.

The Series 2006A Bonds are not general obligations of the City, but are special obligations payable solely from and secured by a pledge of the receipts of (i) a special city-wide sales and use tax levied pursuant to the Act at the rate of one-quarter of one percent (0.25%) (the "0.25% Sales and Use Tax") and (ii) a special city-wide sales and use tax levied pursuant to the Act at the rate of three-quarters of one percent (0.75%) (the "0.75% Sales and Use Tax," and together with the 0.25% Sales and Use Tax, the "Sales and Use Taxes"). [Payment of the principal of and interest on the Series 2006A Bonds when due will be insured by a financial guaranty insurance policy (the "Policy") to be issued by [BOND INSURER] ("_____") simultaneously with the delivery of the Series 2006A Bonds. [A specimen financial guaranty insurance policy is attached hereto as Appendix B. It is expected that, based on the commitment of _____ to insure the Series 2006A Bonds, Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc. ("S&P"), will assign a rating of "AAA" to the Series 2006A Bonds. However, there is no guarantee that such rating will be received.] See the captions "SECURITY FOR THE SERIES 2006A BONDS," "HISTORICAL SALES AND USE TAX COLLECTIONS," ["BOND INSURANCE"] and "RATING[S]" herein.

The faith and credit of the City are not pledged to the payment of the Series 2006A Bonds, and the Series 2006A Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2006A Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2006A Bonds, except as described herein with respect to the Sales and Use Taxes.

* Preliminary; subject to change.

The Series 2006A Bonds are subject to redemption from excess moneys in the Project Fund following completion of the Projects and from Surplus Tax Receipts. [Upon the issuance of any series of Additional Bonds as provided under the "THE SERIES 2006A BONDS - *Additional Bonds*," ___% of the Surplus Tax Receipts will be allocated to early redemption of the Series 2006A Bonds and the remaining ___% to early redemption of the Additional Bonds.] See the captions "THE SERIES 2006A BONDS - *Redemption*" and "PROJECTED MANDATORY REDEMPTIONS" herein.

Pursuant to the provisions of a Continuing Disclosure Agreement dated as of the date of delivery of the Series 2006A Bonds, by and between the City and the Trustee (the "Continuing Disclosure Agreement"), the City has undertaken certain obligations with respect to providing ongoing disclosure of certain financial and operating data concerning the City and the Sales and Use Taxes and of the occurrence of certain material events. See the caption "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT" herein.

This Official Statement contains brief descriptions or summaries of, among other matters, the City, the Series 2006A Bonds, the Sales and Use Taxes, the Continuing Disclosure Agreement, and the Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), pursuant to which the Series 2006A Bonds are issued and secured. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture and the Continuing Disclosure Agreement are qualified in their entirety by reference to each such document, and all references to the Series 2006A Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto included in the Indenture. Copies of the Continuing Disclosure Agreement, the Indenture, and the form of Series 2006A Bond included therein, are available from the City by writing to the attention of the Finance Director, City of Fayetteville, City Administration Building, 113 West Mountain, Fayetteville, Arkansas 72701 and, during the initial offering period only, from the Underwriter, Stephens Inc., 3425 North Futrell, Suite 201, Fayetteville, Arkansas 72703. Certain financial and operating data has been provided by the City from the audited records of the City and certain demographic information has been obtained from other sources which are believed to be reliable.

THE SERIES 2006A BONDS

Description. The Series 2006A Bonds will be initially dated as of November 1, 2006, and will bear interest payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2007, at the rates set forth on the inside cover page hereof. The Series 2006A Bonds will mature on _____ 1 in the years and in the principal amounts set forth on the inside cover page hereof.

The Series 2006A Bonds are issuable only in the form of fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal, premium, if any, and interest payments on the Series 2006A Bonds will be made so long as Cede & Co. is the registered owner of the Series 2006A Bonds. Individual purchases of the Series 2006A Bonds will be made only in book-entry form, in denominations of \$5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2006A Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

All interest payments on the Series 2006A Bonds shall be payable to the persons in whose name such Series 2006A Bonds are registered on the bond registration books maintained by the Trustee, as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2006A Bonds shall be payable at the principal corporate trust office of the Trustee. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2006A Bond to the extent of the sum or sums so paid. So long as DTC or its nominee is the registered owner of the Series 2006A Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Redemption. The Series 2006A Bonds are subject to redemption prior to maturity as follows:

- (i) The Series 2006A Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from moneys in the Project Fund moneys in excess of the amount needed to complete a Project.

(ii) The Series 2006A Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts. "Surplus Tax Receipts" are collections of the Sales and Use Taxes in excess of the amount necessary to (i) insure the prompt payment of the principal of and interest on Outstanding Bonds, (ii) maintain the Debt Service Reserve Fund in an amount equal to the Reserve Requirement, (iii) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and (iv) pay Trustee and Paying Agent fees and expenses. [Upon the issuance of any series of Additional Bonds as provided under the caption "THE SERIES 2006A BONDS - Additional Bonds," ___% of the Surplus Tax Receipts will be allocated to early redemption of the Series 2006A Bonds and the remaining ___% to early redemption of the Additional Bonds.] See the caption "PROJECTED MANDATORY REDEMPTIONS" herein.

[ADD OPTIONAL REDEMPTION?]

(iii) The Series 2006A Bonds maturing on _____ 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, selected by lot by the Trustee in such manner as it may determine, on _____ 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium.

Year	Principal Amount*
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__ (maturity)	\$ _____

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2006A Bonds maturing _____ 1, 20__ (the "Series 2006A Term Bonds"), the City may deliver to the Trustee for cancellation Series 2006A Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Series 2006A Term Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations with respect to the Series 2006A Term Bonds in chronological order, and the principal amount of such Series 2006AB Term Bonds so to be redeemed shall be accordingly reduced.

*Preliminary, subject to change.

In the case of any defeasance of the Series 2006A Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2006AB Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the receipts of the Sales and Use Taxes for the most recent twelve months.

Partial Redemption of a Series 2006A Bond. If less than all of the Series 2006A Bonds of a maturity are called for redemption, the particular Series 2006A Bonds or portions of Series 2006A Bonds to be redeemed shall be selected by lot in such manner as the Trustee in its discretion may deem fair and appropriate. So long as DTC or its nominee is the sole registered owner of the Series 2006A Bonds, the procedures established by DTC shall control with respect to the selection of the particular Series 2006A Bonds to be redeemed.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2006A Bonds or portions thereof being called and the date on which they shall be presented for payment, shall be mailed by the Trustee by first class mail (or, so long as DTC or its nominee is the sole registered owner of the Series 2006A Bonds, by any other means acceptable to DTC, including facsimile) to the registered owner of each such Series 2006A Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2006A Bond with respect to which no such failure or defect has occurred.

Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Additional Bonds. [TO BE PROVIDED]

Transfer or Exchange. The Series 2006A Bonds may be transferred on the books of registration kept by the Trustee by the registered owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney. Upon surrender for transfer of any Series 2006A Bond at the principal corporate office of the Trustee, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Series 2006A Bond or Bonds in the same aggregate principal amount and of any authorized denomination or denominations.

Transfers of registration or exchanges of Series 2006A Bonds shall be without charge to the Holders of such Series 2006A Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Holder of the Series 2006A Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to transfer or exchange any Series 2006A Bond during the period from and including a Record Date to the next succeeding interest payment date of such Series 2006A Bond nor to transfer or exchange any Series 2006A Bond after the mailing of notice calling such Series 2006A Bond for redemption has been made, and prior to such redemption.

So long as DTC or its nominee is the sole registered owner of the Series 2006A Bonds, transfers of beneficial interests in the Series 2006A Bonds shall be in accordance with the rules and procedures of DTC and its direct and indirect participants. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

SECURITY FOR THE SERIES 2006A BONDS

General. The Series 2006A Bonds are special obligations of the City secured by and payable from the receipts of (i) a special city-wide sales and use tax levied pursuant to the Act at the rate of one-quarter of one percent (0.25%) (the "0.25% Sales and Use Tax") and (ii) a special city-wide sales and use tax levied pursuant to the Act at the rate of three-quarters of one percent (0.75%) (the "0.75% Sales and Use Tax," and together with the 0.25% Sales and Use Tax, the "Sales and Use Taxes"). The Sales and Use Taxes were levied under Ordinance No. 4891, duly adopted by the City Council of the City on June 20, 2006 (the "Election Ordinance"). Pursuant to the Election Ordinance, a special election was held on September 12, 2006, at which time the qualified electors of the City approved the issuance of capital improvement bonds in principal amount not to exceed \$110,000,000 and the corresponding levy of the Sales and Use Taxes. The receipts of the Sales and Use Taxes were pledged to secure the payment of Debt Service on the Series 2006A Bonds pursuant to Ordinance No. ____, duly adopted by the City Council of the City on October __, 2006 (the "Authorizing Ordinance"). Pursuant to the terms of the Election Ordinance, the collection of the 0.25% Sales and Use Tax will commence on January 1, 2007. An existing three-quarters of one percent (0.75%) special city-wide sales and use tax (the "Existing Tax") is pledged to the payment of certain indebtedness of the City currently outstanding in the aggregate principal amount of \$____ (the "Existing Indebtedness"). Assuming continued growth in collections of the Existing Tax at the annual rate of __%, it is currently projected that the Existing Indebtedness will be paid in full in the ____ quarter of 20__. The levy of the Existing Tax will cease upon payment in full of the Existing Indebtedness or provision therefor. Collection of the 0.75% Sales and Use Tax will commence on the first day of the first month following cessation of the Existing Tax. See the captions "THE SALES AND USE TAXES" and "HISTORICAL SALES AND USE TAX COLLECTIONS" herein.

The Series 2006A Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2006A Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2006A Bonds, except as described herein with respect to the Sales and Use Taxes.

Debt Service Reserve. From the proceeds of the Series 2006A Bonds, there shall be deposited into the Debt Service Reserve Fund an amount sufficient to cause the amounts on deposit therein to be equal to [5%] of the aggregate principal amount of the Series 2006A Bonds (the "Reserve Requirement"). Amounts on deposit in the Debt Service Reserve Fund shall be used solely to pay the principal of and interest on the Outstanding Series 2006A Bonds as due for which there are no available funds in the Bond Fund to make such payments. The Reserve Requirement may be satisfied by cash or by Investment Securities, including surety bonds.

If the amount in the Debt Service Reserve Fund is ever reduced below the Reserve Requirement, it shall be reimbursed to an amount equal to the Reserve Requirement through monthly payments, beginning not later than the last day of the month in which the Debt Service Reserve Fund was reduced below the Reserve Requirement, and

continuing not later than the last day of each month thereafter until such reimbursement shall have been accomplished, from any funds in the Revenue Fund (after making the required deposits into the Interest Account and Principal Account of the Bond Fund, as provided in the Indenture). If a surplus shall exist in the Debt Service Reserve Fund over and above the Reserve Requirement, such surplus shall be deposited into the Interest Account of the Bond Fund.

[SURETY BOND LANGUAGE?]

[BOND INSURANCE]

[TO BE PROVIDED]

BOOK-ENTRY ONLY SYSTEM

The Series 2006A Bonds will be issued only as one fully registered Series 2006A Bond for each maturity of such series, in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as registered owner of all the Series 2006A Bonds. The fully registered Series 2006A Bonds will be retained and immobilized in the custody of DTC.

DTC (or any successor securities depository) or its nominee for all purposes under the Indenture will be considered by the City and the Trustee to be the owner or holder of the Series 2006A Bonds.

Owners of any book entry interests in the Series 2006A Bonds (the "book entry interest owners") described below, will not receive or have the right to receive physical delivery of the Series 2006A Bonds, and will not be considered by the City and the Trustee to be, and will not have any rights as, owners or holders of the Series 2006A Bonds under the bond proceedings and the Indenture except to the extent, if any, expressly provided thereunder.

CERTAIN INFORMATION REGARDING DTC AND DIRECT PARTICIPANTS IS SET FORTH BELOW. THIS INFORMATION HAS BEEN PROVIDED BY DTC. THE CITY, THE UNDERWRITER AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF SUCH STATEMENTS.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic-computerized book-entry transfers and pledges among Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and by Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtc.com.

Purchases of Series 2006A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2006A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2006A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2006A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2006A Bonds, except in the event that use of the Book-Entry System for the Series 2006A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2006A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2006A Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2006A Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2006A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Series 2006A Bonds within a maturity are to be redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2006A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy will assign Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2006A Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Payment of debt service and redemption proceeds with respect to the Series 2006A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and debt service to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

BENEFICIAL OWNERS SHOULD CONSULT WITH THE DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS FROM WHOM THEY PURCHASE A BOOK ENTRY INTEREST TO OBTAIN INFORMATION CONCERNING THE SYSTEM MAINTAINED BY SUCH DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS TO RECORD SUCH INTERESTS, TO MAKE PAYMENTS, TO FORWARD NOTICES OF REDEMPTION AND OF OTHER INFORMATION.

THE CITY AND THE TRUSTEE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ASPECTS OF THE RECORDS OR NOTICES RELATING TO, OR PAYMENTS MADE ON ACCOUNT OF, BOOK ENTRY INTEREST OWNERSHIP, OR FOR MAINTAINING, SUPERVISING OR REVIEWING ANY RECORDS RELATING TO THAT OWNERSHIP.

The Trustee and the City, so long as a book entry method of recording and transferring interest in the Series 2006A Bonds is used, will send any notice of redemption or of any Indenture amendment or supplement or other notices to Bondholders under the Indenture only to DTC (or any successor securities depository) or its nominee. Any failure of DTC to advise any Direct Participants, or of any Direct Participants or Indirect Participants to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of

the Series 2006A Bonds called for redemption, the Indenture amendment or supplement, or any other action premised on notice given under the Indenture.

The City and the Trustee cannot and do not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of debt service on the Series 2006A Bonds made to DTC or its nominee as the registered owner of the Series 2006A Bonds, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as securities depository with respect to the Series 2006A Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

THE PROJECTS

Wastewater Project. Approximately \$_____ of the proceeds of the Series 2006A Bonds will be deposited into the Wastewater Account of the Project Fund to finance the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities (the "Wastewater Project").

Existing Wastewater System. [UPDATE] The City presently operates and maintains a municipal wastewater system, including administrative services, a collection system, pumping stations and a wastewater treatment plant. The existing wastewater system includes an estimated 480 miles of pipelines, a 12.6 million gallon per day advanced wastewater treatment plant and 33 wastewater pumping stations. These facilities serve an estimated population equivalent of 75,000 and transport an average daily flow of approximately 11 million gallons.

Growth of the service area population and excess wet weather flows have consumed the available wastewater system capacity and have justified the construction of core system improvements. A comprehensive facility plan has been developed which identifies a number of wastewater system components that must be upgraded, expanded or replaced in order to meet the service area needs for a projected 20-year design period. In addition to the provision of needed infrastructure capacity, the proposed improvements address ancillary issues of bypassing, odor control, residuals management and operational economies. A study of numerous alternatives and scenarios found the selected scope of the Project to represent the most cost-effective strategy based upon a combination of construction costs and the present worth of long-term operating costs.

Proposed Wastewater Project Improvements. [HOW WILL 2006A PROCEEDS BE USED?] The scope of the Wastewater Project includes the construction of additional interceptor sewer lines, force mains and pumping stations, existing treatment plant renovations, the construction of a new wastewater treatment plant with a capacity of 10 million gallons per day, and related wastewater improvements. The current wastewater system is configured to pump all of the City's wastewater flow to a single treatment plant on the eastern side of the City, with a portion of the treated wastewater flow being pumped back to the western side of the City. Completion of the Project will eliminate this duplicate pumping between watersheds by construction of a new west side treatment plant. More than 30 miles of new pipelines ranging in size from 8-inch to 48-inch in diameter will be constructed as part of the Project. A revised collection system will eliminate the need for six existing lift stations, and nine existing lift stations will be upgraded. The construction of the new west side plant, coupled with the upgrade of the existing east side treatment plant (revised capacity of 11.2 million gallons per day is reduced as a result of improved odor control and processing), will increase total wastewater treatment capacity from 12.6 to 21.8 million gallons per day and will satisfy projected 20-year needs.

The total cost of the Wastewater Project is presently expected to be approximately [\$178] million. This cost estimate has been developed by the various design firms involved in the Project and includes allowances for inflation. Within the [\$178] million Project budget are cost allowances for professional services, right-of-way purchase, construction contracts, start-up services, performance evaluation services and a contract contingency. The construction of the new wastewater treatment plant component of the Wastewater Project commenced in the _____ quarter of 200_ and completion is anticipated in the [third quarter of 2008].

Approximately \$_____ million of Wastewater Project costs have previously been financed with proceeds of the City's (i) \$25,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2002, (ii) \$35,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2004, (iii) \$27,000,000 Sales and Use Tax Refunding and Capital Improvement Bonds, Series 2005A, (iv) \$45,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2005B,

and (v) \$_____ Sales and Use Tax Capital Improvement Bond, Series 2006. The remaining costs of the Wastewater Project are expected to be financed by a combination of the Series 2006A Bonds and Additional Bonds to be secured by the Sales and Use Taxes and/or bonds to be secured by revenues of the City's water and sewer system.

Street Project. Approximately \$_____ of the proceeds of the Series 2006A Bonds will be deposited into the Street Account of the Project Fund to finance the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements (the "Street Project"). [EXPAND DESCRIPTION?]

Trail Project. Approximately \$_____ of the proceeds of the Series 2006A Bonds will be deposited into the Trail Account of the Project Fund to finance the acquisition, construction and equipping of certain improvements to the City's trail system (the "Trail Project"). [EXPAND DESCRIPTION?]

HISTORICAL SALES AND USE TAX COLLECTIONS

An existing three-quarters of one percent (0.75%) special city-wide sales and use tax (the "Existing Tax") is pledged to the payment of certain indebtedness of the City currently outstanding in the aggregate principal amount of \$_____ (the "Existing Indebtedness"). Assuming continued growth in collections of the Existing Tax at the annual rate of __%, it is currently projected that the Existing Indebtedness will be paid in full in the _____ quarter of 20___. The levy of the Existing Tax will cease upon payment in full of the Existing Indebtedness or provision therefor. Collection of the 0.75% Sales and Use Tax will commence on the first day of the first month following cessation of the Existing Tax. Collection of the Existing Tax commenced April 1, 2002. Set forth below is a table showing receipts of the Existing Tax over the last four years and for the ten-month period from January 1, 2006 to _____, 2006. Receipts of the Existing Tax for the most recent twelve-month period (_____ 1, 2005 to _____ 31, 2006) were \$_____, an __% increase from the previous twelve-month period (_____ 1, 2004 to _____ 31, 2005).

Year	Historical Collections of Existing Tax (0.75%)	Growth Percentage
2002	(1)	n/a
2003		%
2004		%
2005		%
2006	(2)	n/a

(1) Reflects collections of the Existing Tax for the ____-month period from April 1, 2002 to December 31, 2002.

(2) Reflects collections of the Existing Tax for the ____-month period from January 1, 2006 to _____ 31, 2006.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2006A Bonds are expected to be used as follows:

Sources of Funds⁽¹⁾

Par Amount of Series 2006A Bonds	\$
Net Reoffering [Discount][Premium]	
Total Sources:	\$

Uses of Funds⁽¹⁾

Deposit to Project Fund	\$
[Surety Bond Premium]	
[Bond Insurance Premium]	
Costs of Issuance and Underwriter's Discount	
Total Uses:	\$

⁽¹⁾ Preliminary, subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS

As of the date of closing, the Series 2006A Bonds will constitute the only debt obligations secured by receipts of the Sales and Use Taxes. The following table sets forth estimates of the amounts required to pay scheduled principal of and interest on the Series 2006A Bonds during each year:

<u>Year</u>	<u>Series 2006A Principal⁽¹⁾</u>	<u>Series 2006A Interest⁽²⁾</u>	<u>Total Debt Service</u>
2006	\$	\$	\$
2007			
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
Totals:	\$	\$	\$

⁽¹⁾ Includes mandatory sinking fund redemption.

⁽²⁾ Preliminary; subject to change. Assuming for purposes of this Preliminary Official Statement, an average coupon rate on the Series 2006A Bonds of ____ % per annum.

ESTIMATED DEBT SERVICE COVERAGE

The following table shows estimated maximum annual debt service coverage with respect to the Series 2006A Bonds utilizing the most recent twelve months of receipts of the Existing Tax. [HOW DO WE WANT TO SHOW THIS? WITH 0.25% TAX ONLY FOR ____ YEARS, THEN SEPARATE CALCULATION FOR ENTIRE 1% THEREAFTER?]

Historical Existing Tax Receipts ⁽¹⁾	\$
Maximum Annual Debt Service Requirement on Series 2006A Bonds ⁽²⁾	\$
Maximum Annual Debt Service Coverage	<u>X</u>

(1) Existing Tax receipts for the twelve-month period from ____ 1, 2005 to ____ 31, 2006.

(2) Preliminary; subject to change. See the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" herein.

THE COVERAGE NUMBERS SET FORTH ABOVE ARE BASED ON HISTORICAL RECEIPTS OF THE EXISTING TAX. ACTUAL RECEIPTS OF THE SALES AND USE TAXES WILL DEPEND ON NUMEROUS FACTORS, AND THERE CAN BE NO ASSURANCE THAT FUTURE RECEIPTS OF THE SALES AND USE TAXES AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2006A BONDS WILL APPROXIMATE SUCH HISTORICAL RESULTS.

PROJECTED MANDATORY REDEMPTIONS

The table under the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" does not reflect possible mandatory redemptions of the Series 2006A Bonds from Surplus Tax Receipts, if available. Surplus Tax Receipts are all receipts of the Sales and Use Taxes in excess of the amount necessary (i) to assure the prompt payment of the principal of and interest on Outstanding Series 2006A Bonds and any Additional Bonds, (ii) to maintain the Debt Service Reserve Fund in an amount equal to the Reserve Requirement, (iii) to pay any arbitrage rebate due under Section 148(f) of the Code, and (iv) to pay Trustee and Paying Agent fees and expenses. [Upon the issuance of any series of Additional Bonds as provided under the "THE SERIES 2006A BONDS — Additional Bonds," 50% of the Surplus Tax Receipts will be allocated to early redemption of the Series 2006A Bonds and the remaining 50% to early redemption of the Additional Bonds.] THERE CAN BE NO ASSURANCE GIVEN THAT RECEIPTS OF THE SALES AND USE TAXES WILL BE REALIZED IN THE AMOUNTS ASSUMED IN THE TABLE ABOVE. See the caption "THE SALES AND USE TAXES — Future Sales and Use Tax Receipts" herein.

Year Ending December 31 ⁽¹⁾	Series 2006A Principal Due	Series 2006A Bonds Redeemed Prior to Maturity ⁽²⁾⁽³⁾	Total Series 2006A Principal Retired
2007	\$	\$	\$
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
Totals:	\$		\$

(1) Series 2006A Bonds are subject to mandatory redemption from Surplus Tax Receipts on each ____ 1 and ____ 1. See the caption "THE SERIES 2006A BONDS — Redemption" herein.

(2) Assuming receipts of the Sales and Use Taxes of \$_____ for each of the twelve month periods ending December 31, 20__ through 20__.

(3) Projected mandatory redemptions related to Series 2006A Term Bonds maturing ____ 1, 20__.

(4) [ASSUMING ??? WITH RESPECT TO ISSUANCE OF ADDITIONAL BONDS?]

THE CITY

General. The City is a city of the first class organized and existing under the laws of the State of Arkansas. The City is the seat of government of Washington County (the "County") and is the fourth largest city in the State. The City is located in the Metropolitan Statistical Area of Fayetteville/Springdale/Rogers (the "MSA"), which includes all of Washington and Benton Counties in the northwest corner of the State and is approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma, and 210 miles south of Kansas City, Missouri.

The City is served by U.S. Interstate 540, U.S. Highways 62 and 71, and State Highways 16, 45, 112, 156, 180 and 265. The Burlington Northern Railroad has several lines running through the City, and a general aviation airport with a 6,006-foot runway is available for limited commuter travel. The Northwest Arkansas Regional Airport is located approximately 40 minutes from downtown Fayetteville and provides daily flights to numerous venues.

Government. The City currently operates under the Mayor-Council form of government pursuant to which a mayor, city attorney, city clerk and eight aldermen are elected, two from each of the City's four wards. [There is currently a vacancy in Position 2 of Ward 2.] The mayor, city attorney and city clerk are full-time positions elected to four year terms. Aldermen also serve four year terms.

The City's elected officials and the dates on which their respective terms expire are as follows:

Name	Office	Term Expires
Dan Coody	Mayor	12/31/08
Kit Williams	City Attorney	12/31/06
Sondra Smith	City Clerk	12/31/08
Kyle Cook	Alderman	12/31/06
Lioneld Jordan	Alderman	12/31/08
Robert Reynolds	Alderman	12/31/06
Shirley Lucas	Alderman	12/31/06
Brenda Thiel	Alderman	12/31/08
Robert Rhoads	Alderman	12/31/06
Bobby Ferrell	Alderman	12/31/08

Population. The following is a table of population changes for the City, the MSA and the State of Arkansas, according to the United States Census Bureau:

Year	City of Fayetteville	MSA	State of Arkansas
1960	20,274	92,069	1,786,272
1970	30,729	127,846	1,923,322
1980	36,608	178,609	2,286,435
1990	42,099	210,908	2,350,624
2000	58,047	311,121	2,673,400

Economic Data. Per capita personal income figures for the MSA and the State of Arkansas are as follows:

Year	MSA	State of Arkansas
1992	\$18,260	\$16,425
1993	18,765	16,995
1994	19,590	17,750
1995	20,193	18,546
1996	20,870	19,442
1997	21,586	20,228
1998	22,893	21,256
1999	24,213	22,223
2000	23,316	21,995
2001	24,585	22,750
2002	24,788	23,556
2003	25,359	24,384
2004	27,122	25,814

Source: Bureau of Economic Analysis.

Retail sales figures for the MSA and the State are as follows:

Year	MSA	State of Arkansas	MSA as % of State of Arkansas
1993	\$1,880,105,000	\$16,997,721,000	11.06%
1994	2,217,229,000	19,090,516,000	11.61
1995	2,486,425,000	20,998,923,000	11.84
1996	2,692,554,000	22,053,022,000	12.21
1997	2,845,968,000	22,872,236,000	12.44
1998	3,018,896,000	23,944,647,000	12.61
1999*	n/a	n/a	n/a
2000	3,526,791,000	28,488,033,000	12.38
2001	3,806,422,000	29,652,693,000	12.84
2002	3,841,326,000	29,269,775,000	13.12
2003	3,968,812,000	29,920,716,000	13.26
2004	4,610,051,000	31,463,983,000	14.65
2005	5,287,158,000	34,290,412,000	15.42

* Methodology changed to calendar year basis. No reliable information is available for 1999.

Source: Sales and Marketing Management Survey of Buying Power.

The following table shows the total assessed value of non-utility real and personal property within the City for the years indicated:

Year	Real Property	Personal Property	Total
1994	\$245,093,513	\$ 86,322,277	\$331,415,790
1995	340,593,452	101,274,620	441,868,072
1996	359,369,202	113,157,365	472,526,567
1997	382,798,143	120,064,627	502,862,770
1998	401,001,338	127,575,096	528,576,434
1999	413,648,415	137,404,499	551,052,914
2000	432,951,171	145,147,891	578,099,062
2001	486,853,822	155,794,579	642,648,401
2002	541,004,690	158,688,783	699,693,473
2003	565,846,525	167,638,657	733,485,182
2004	649,361,820	183,102,702	832,464,522
2005	728,791,132	212,694,254	941,485,386

Source: Washington County Tax Assessor's Office. The assessed value represents 20% of the appraised value of property.

Building permits issued by the City⁽¹⁾ are shown below for the years indicated:

	2001	2002	2003 ⁽²⁾	2004	2005
Residential Building Permits	339	328	735	755	721
Commercial Building Permits	38	35	31	29	40
Value of All Building Permits	\$85,262,302	\$100,809,486	\$179,007,987	\$131,317,845	\$235,773,360

- (1) Does not include building activity of the University of Arkansas, school permits and additions/alterations to existing structures.
 (2) Increase largely due to the permitting of a significant number of multifamily developments as well as an acceleration of permit requests in advance of the imposition of impact fees by the City.

Source: City of Fayetteville.

Unemployment figures for the MSA and the State of Arkansas, according to the U.S. Bureau of Labor Statistics, are as follows:

Year	MSA	State of Arkansas
1994	2.4%	5.3%
1995	2.4	4.9
1996	2.9	5.4
1997	3.0	5.3
1998	3.2	5.5
1999	2.4	4.5
2000	2.1	4.4
2001	1.7	5.1
2002	2.4	5.4
2003	3.0	6.2
2004	3.6	5.7
2005	2.5	4.3
2006*		

* _____, 2006 only, preliminary.

Employment and Industry. The principal campus of the University of Arkansas is located in the City and had total enrollment for the Fall semester of 2006 of approximately _____. For the 2006-07 fiscal year ending June 30, 2007, the University has an operating budget in excess of \$_____ million, which does not include the

agricultural experimentation station or other associated operations. On the Fayetteville campus, the University employs approximately [3,600] faculty, administrative, secretarial, clerical and maintenance personnel in both full-time and part-time positions, making the University the largest employer in the City.

Other major employers in the City, their products or services and approximate number of employees are set forth below:

Employer	Product or Service	Employee Range
Pinnacle Foods Corporation	Frozen Dinners	1,000-2,499
Superior Industries	Cast Aluminum Wheels	1,000-2,499
Washington Regional Medical Center	Medical	1,000-2,499
Fayetteville School District	Education	500-999
Tyson Foods, Inc.	Food Products	500-999
City of Fayetteville	Government	500-999
Arkansas Western Gas Co.	Utilities	300-499
Ayrshire Electronics	Manufacturing	300-499
Dillard's Department Store	Retail	300-499
McClinton Anchor Company	Limestone & Hot Mix	300-499
Tyson's Entrée Division	Food Products	300-499
Veterans Admin. Med. Ctr.	Medical	300-499
Wal-Mart Supercenter	Retail	300-499
Washington County Gov't.	Government	300-499

Source: Fayetteville Chamber of Commerce.

THE SALES AND USE TAXES

Generally. The Sales and Use Taxes are levied under the Election Ordinance pursuant to the authority of the Act. The Sales and Use Taxes are taxes levied within the City on all items which are subject to taxation under The Arkansas Gross Receipts Act of 1941 and taxes levied on the receipts from storing, using or consuming tangible personal property under The Arkansas Compensating (Use) Tax Act of 1949. The Sales and Use Taxes are collected only on the first \$2,500 of gross receipts, gross proceeds or sales price from any single transaction. Pursuant to the Indenture and the Authorizing Ordinance, the City has pledged the receipts of the Sales and Use Taxes to the payment of the Series 2006A Bonds. Collection of the 0.25% Sales and Use Tax will commence on January 1, 2007. An existing three-quarters of one percent (0.75%) special city-wide sales and use tax (the "Existing Tax") is pledged to the payment of certain indebtedness of the City currently outstanding in the aggregate principal amount of \$_____ (the "Existing Indebtedness"). Assuming continued growth in collections of the Existing Tax at the annual rate of __%, it is currently projected that the Existing Indebtedness will be paid in full in the _____ quarter of 20____. The levy of the Existing Tax will cease upon payment in full of the Existing Indebtedness or provision therefor. Collection of the 0.75% Sales and Use Tax will commence on the first day of the first month following cessation of the Existing Tax.

Sales Tax. The sales tax portion of the Sales and Use Taxes is generally levied upon the gross proceeds and receipts derived from all sales to any Person within the City of the following:

- (a) Tangible personal property;
- (b) Natural or artificial gas, electricity, water, ice, steam, or any other utility or public service except transportation services, sewer services and sanitation or garbage collection services;
- (c) (i) Service by telephone, telecommunications and telegraph companies to subscribers or users, including transmission of messages or images, whether local or long distance, including all service, installation, construction and rental charges having any connection with transmission of any message or image;

- (ii) Service of furnishing rooms, suites, condominiums, townhouses, rental houses or other accommodations by hotels, apartment hotels, lodging houses, tourist camps, tourist courts, property management companies, or any other provider of accommodations to transient guests;
- (iii) Service of cable television, community antenna television, and any and all other distribution of television, video, or radio services with or without the use of wires provided to subscribers, paying customers or users, including installation, service, rental, repair and other charges having any connection with the providing of the said services; provided, however, sales taxes are not levied on services purchased by radio or television providers for use in providing their services;
- (iv) Service or alteration, addition, cleaning, refinishing, replacement and repair of motor vehicles, aircraft, farm machinery and implements, motors of all kinds, tires and batteries, boats, electrical appliances and devices, furniture, rugs, upholstery, household appliances, televisions and radios, jewelry, watches and clocks, engineering instruments, medical and surgical instruments, machinery of all kinds, bicycles, office machines and equipment, shoes, tin and sheet metal, mechanical tools and shop equipment; however, the tax does not apply to (A) coin operated car washes, (B) the maintenance or repair of railroad parts, railroad cars and equipment brought into the City solely and exclusively for the purpose of being repaired, refurbished, modified, or converted within the City, (C) the service of alteration, addition, cleaning, refinishing, replacement or repair of commercial jet aircraft or commercial jet aircraft components or subcomponents, (D) the repair or remanufacture of industrial metal rollers or platens that have a remanufactured non-metallic material covering on all or a part of the roller or platen surface, or (E) the alteration, addition, cleaning, refinishing, replacement or repair of non-mechanical, passive or manually operated components of buildings or other improvements or structures affixed to real estate;
- (v) Service of providing transportation or delivery of money, property or valuables by armored car; service of providing cleaning or janitorial work; service of pool cleaning and servicing; pager services; telephone answering services; landscaping and non-residential lawn care services; service of parking a motor vehicle or allowing a motor vehicle to be parked; service of storing a motor vehicle; service of storing furs; service of providing indoor tanning at a tanning salon; wrecker and towing services; service of collecting and disposing of solid waste; parking lot and gutter cleaning services; dry cleaning and laundry services; industrial laundry services; mini warehouse and self storage rental services; body piercing, tattooing and electrolysis services; pest control services; security and alarm monitoring services; boat storage and docking fees; furnishing campground spaces or trailer spaces at public or privately owned campgrounds, except for federal campgrounds, on less than a month-to-month basis; locksmith services; pet grooming and kennel services; and the new installation and replacement labor for hardwood, vinyl, ceramic tile or other types of flooring; and
- (vi) Initial installation services relating to motor vehicles, aircraft, farm machinery and implements, motors of all kinds, tires and batteries, boats, electrical appliances and devices, furniture, rugs, flooring, upholstery, household appliances, television and radio, jewelry, watches and clocks, engineering instruments, medical and surgical instruments, machinery of all kinds, bicycles, office machines and equipment, shoes, tin and sheet metal, mechanical tools and shop equipment; provided, however, if the item being installed is specifically exempted from the imposition of the sales tax, the service of installation will also be exempt;
- (d) Printing of all kinds, types and characters, including the service of overprinting, and photography of all kinds;
- (e) Tickets or admissions to places of amusement, to athletic, entertainment, recreational events, or fees for the privilege of having access to or the use of amusement, entertainment, athletic or recreational facilities, including free or complimentary passes and tickets, admissions, dues or fees;
- (f) Dues and fees to health spas, health clubs and fitness clubs; dues and fees to private clubs which hold any permit from the Alcoholic Beverage Control Board allowing the sale, dispensing or serving of alcoholic beverages of any kind on the premises;
- (g) Lease or rental of motor vehicles, other than diesel trucks rented for residential moving or commercial shipping or farm machinery rented or leased for a commercial purpose, for a period less than 30 days, or purchase of motor vehicles for rental or lease regardless of the length of the rental or lease;
- (h) Orders by telegraph, telephone or other means of communication transmitted by florists;
- (i) Sales of beer, wine, liquor or any intoxicating beverages;

(j) Proceeds derived from the operation or use of coin-operated pinball machines, coin-operated music machines, coin-operated mechanical games, and similar devices;

(k) Contracts, including service contracts, maintenance agreements and extended warranties, which in whole or in part provide for the future performance of or payment for services which are subject to the sales tax;

(l) Receipts derived from the retail sale of any device used in playing bingo and any charge for admittance to facilities or for the right to play bingo or other games of chance regardless of whether such activity might otherwise be permitted by law; and

(m) The first \$50,000 of the purchase price from the sale of machinery or equipment and related attachments that are sold to or used by a person engaged primarily in the harvesting of timber.

Exemptions from Sales Tax. As summarized below, several types of transactions have been exempted from the sales tax by the General Assembly of the State. Some of the current exemptions include the sale of:

(a) New or used house trailers, mobile homes, aircraft, motor vehicles, trailers or semi-trailers and a used house trailer, mobile home, aircraft, motor vehicle, trailer or semi-trailer is taken as a credit or part payment of the purchase price, when the total consideration is less than certain set dollar amounts;

(b) Aircraft held for resale and used for rental or charter, whether by a business or an individual for a period not to exceed one year from the date of purchase of aircraft;

(c) Tangible personal property or services by churches, except where such organizations may be engaged in business for profit;

(d) Tangible personal property, or service by charitable organizations, except where such organizations may be engaged in business for profit;

(e) Food in public, common, high school or college cafeterias and lunchrooms operated primarily for teachers and pupils, and not operated primarily for the public or for profit;

(f) Newspapers;

(g) Property or services to the United States Government; motor vehicles and adaptive equipment to disabled veterans who have purchased said vehicles or equipment with financial assistance of the Veterans Administration; tangible personal property to the Salvation Army, Heifer Project International, Inc., Habitat for Humanity, the Boy Scouts of America, the Girl Scouts of America or any of the Scout Councils in the State; tangible personal property or service to the Boys Clubs of America or any local councils or organizations of the Boys Clubs of America, the Girls Clubs of America or any local councils or organizations of the Girls Clubs of America, to the Poets' Roundtable of Arkansas, to 4-H Clubs and FFA Clubs, to the Arkansas 4-H Foundation, to the Arkansas Future Farmers of America Foundation and the Arkansas Future Farmers of America Association, to qualified museums and to the Arkansas Symphony Orchestra, Inc.;

(h) Gasoline or motor vehicle fuel on which the motor vehicle fuel or gasoline tax has been paid to the State and special fuel or petroleum products sold for consumption by vessels, barges and other commercial watercraft and railroads;

(i) Property resales to persons regularly engaged in the business of reselling the articles purchased;

(j) Advertising space in newspapers and publications and billboard advertising services;

(k) Gate admissions at State, district, county or township fairs or at any rodeo if the receipts derived from gate admissions to the rodeo are used exclusively for the improvement, maintenance and operation of such rodeo, and if no part of the net earnings thereof inures to the benefit of any private stockholder or individual;

(l) Property or services which the State is prohibited by the constitution or laws of the United States or by the constitution of the State from taxing or further taxing and tangible personal property exempted from taxation by the Arkansas Compensating (Use) Tax Act of 1949, as amended;

(m) Isolated sales not made by an established business;

(n) Cotton, seed cotton, lint cotton, bated cotton, whether compressed or not, or cotton seed in its original condition; seed for use in commercial production of an agricultural product or of seed; raw products from the farm, orchard or garden, where such sale is made by the producer of such raw products directly to the consumer and user; livestock, poultry, poultry products and dairy products of producers owning not more than five cows; and baby chickens;

(o) Foodstuffs to governmental agencies for free distribution to any public, penal and eleemosynary institutions or for free distribution to the poor and needy, and the rental or sale of medical equipment, for the benefit of Persons enrolled in and eligible for Medicare or Medicaid programs;

(p) Tangible personal property or services provided to any hospital or sanitarium operated for charitable and nonprofit purposes or any nonprofit organization whose sole purpose is to provide temporary housing to the family members of patients in a hospital or sanitarium;

(q) Used tangible personal property when the used property was (1) traded in and accepted by the seller as part of the sale of other tangible personal property and (2) the Arkansas Gross Receipts Tax was collected and paid on the total amount of consideration for the sale of the other tangible personal property without any deduction or credit for the value of the used tangible personal property; provided, however, this exemption does not apply to transactions involving used automobiles, used mobile homes, or used aircraft;

(r) Unprocessed crude oil;

(s) Tangible personal property consisting of machinery and equipment used directly in producing, manufacturing, fabricating, assembling, processing, finishing or packaging of articles of commerce at (i) new manufacturing or processing plants or facilities in the State or (ii) existing manufacturing or processing plants or facilities in the State if the tangible personal property is used to replace existing machinery and equipment;

(t) Property consisting of machinery and equipment required by State law or regulation to be installed and utilized by manufacturing or processing plants or facilities to prevent or reduce air and/or water pollution or contamination;

(u) Electricity used in the manufacture of aluminum metal by the electrolytic reduction process and sale of articles sold on the premises of the Arkansas Veterans Home;

(v) Automobile parts which constitute "core charges," which are received for the purpose of securing a trade-in for the article purchased;

(w) Bagging and other packaging and tie materials sold to and used by cotton gins for packaging and/or tying baled cotton and from the sale of twine which is used in the production of tomato crops;

(x) Prescription drugs by licensed pharmacists, hospitals, oncologists or dispensing physicians, and oxygen sold for human use on prescription of a licensed physician;

(y) Property or services to humane societies;

(z) Vessels, barges and towboats of at least fifty tons load displacement and parts and labor used in the repair and construction of the same;

(aa) Property or sales to all orphans' homes, or children's homes, which are not operated for profit and whether operated by a church, religious organization or other benevolent charitable association;

(bb) Agricultural fertilizer, agricultural limestone and agricultural chemicals;

(cc) Sale of tickets or admissions, by municipalities, to places of amusement, to athletic entertainment, recreational events, or fees for the privilege of having access to or the use of amusement, entertainment, athletic or recreational facilities, including free or complimentary passes, tickets, admissions, dues or fees;

(dd) Rental and/or lease of specialized equipment used in the filming of a motion picture;

(ee) New and used farm machinery and equipment;

(ff) New automobiles to a veteran of the United States Armed Services who is blind as a result of a service connected injury;

(gg) Motor vehicles sold to municipalities, counties, school districts, and state supported colleges and universities;

(hh) School buses sold to school districts and, in certain cases, to other purchasers providing school bus service to school districts;

(ii) Natural gas, LP gas, or electricity sold to a processor or mining company engaging in open pit and underground mining or processing of bauxite;

(jj) Feedstuffs used in the commercial production of livestock or poultry;

- (kk) New and used mobile homes and custom manufactured homes;
- (ll) The first 500 kilowatt hours of electricity per month and the total franchise taxes billed to each residential customer whose household income is less than \$12,000 per year;
- (mm) Waste fuel used in producing, manufacturing, fabricating, assembling, processing, finishing, or packaging of articles of commerce at manufacturing or processing plants or facilities in the State;
- (nn) Electricity and natural gas to qualified steel and wall and floor tile manufacturers;
- (oo) Electricity used for the production of chlorine and other chemicals using a chlor-alkali manufacturing process;
- (pp) Tangible personal property lawfully purchased with food stamps, food coupons, food instruments or vouchers in connection with certain Federal programs;
- (qq) Publications sold through regular subscriptions;
- (rr) Tickets for admission to athletic events and interscholastic activities of public and private elementary and secondary schools in the State and tickets for admission to athletic events at public and private colleges and universities in the State;
- (ss) Prescriptive durable medical equipment, mobility enhancing equipment and prescriptive disposable medical equipment;
- (tt) Insulin and test strips for testing blood sugar levels in humans;
- (uu) Telephone instruments sent into the State for refurbishing or repair and then shipped back to the state of origin;
- (vv) Industrial metal rollers sent into the State for repair or remanufacture and then shipped back to the state of origin;
- (ww) New motor vehicles purchased by non-profit organizations and used for the performance of contracts with the Department of Human Services, and new motor vehicles purchased with Urban Mass Transit Administration funds if (i) the vehicles are purchased in lots of ten vehicles, (ii) meet minimum State specifications, and (iii) vehicles are used for transportation under the Department of Human Services' programs for the aging, disabled, mentally ill, and children and family services;
- (xx) Motor fuels to owners or operators of motor buses operated on designated streets according to regular schedule and under municipal franchise which are used for municipal transportation purposes;
- (yy) Parts or other tangible personal property incorporated into or which become a part of commercial jet aircraft component or subcomponent;
- (zz) Transfer of fill material by a business engaged in transporting or delivering fill material;
- (aaa) Long-term leases, thirty days or more, of commercial trucks used for interstate transportation of goods under certain conditions;
- (bbb) Foodstuffs to nonprofit agencies;
- (ccc) Tangible personal property consisting of forms constructed of plaster, cardboard, fiberglass, natural fibers, synthetic fibers or composites and which are destroyed or consumed during the manufacture of the item;
- (ddd) Natural gas used as a fuel in the process of manufacturing glass;
- (eee) Sales to Fort Smith Clearinghouse;
- (fff) Substitute fuel used in producing, manufacturing, fabrication, assembling, processing, finishing or packaging of articles at manufacturing facilities or processing plants in the State;
- (ggg) Railroad rolling stock used in transporting persons or property in interstate commerce;
- (hhh) Parts or other tangible personal property which become apart of railroad parts, railroad cars and equipment brought into the State for the purpose of being repaired, refurbished, modified or converted within the State;

(iii) Fire protection and emergency equipment to be owned by and exclusively used by a volunteer fire department, and supplies and materials to be used in the construction and maintenance of volunteer fire departments;

(jjj) Gas produced from biomass and sold for the purpose of generating energy to be sold to the gas producer;

(kkk) Parts or other tangible personal property incorporated into or which become part of commercial jet aircraft components or subcomponents;

(lll) Catalysts, chemicals, reagents and solutions which are consumed or used in producing, manufacturing, processing or finishing articles of commerce at manufacturing or processing plants in the State;

(mmm) Fuel packaging materials sold to persons engaged in the business of processing hazardous and non-hazardous waste materials into fuel products;

(nnn) Instructional materials used in public schools; and

(ooo) Livestock reproduction equipment and substances used in livestock reproduction.

Reference is made to "The Arkansas Gross Receipts Act of 1941," Title 26, Chapter 52 of the Arkansas Code of 1987 Annotated, for more information concerning the sales tax.

Use Tax. The use tax portion of the Sales and Use Taxes is levied on every Person for the privilege of storing, using, distributing or consuming in the City any article of tangible personal property purchased for storage, use, distribution or consumption. The use tax applies to the use, distribution, storage or consumption of every article of tangible personal property except as hereinafter provided. The use tax does not apply to aircraft equipment, and railroad parts, cars, and equipment, nor to tangible personal property owned or leased by aircraft, automotive or railroad companies brought into the City solely and exclusively for refurbishing, conversion, or modification within the City or storage for use outside or inside the City regardless of the length of time any such property is so stored in the City. The use tax is levied on the following described tangible personal property:

(a) Tractors, trailers, semi-trailers, trucks, buses and other rolling stock, including replacement tires, used directly in the transportation of persons or property in intrastate or interstate common carrier transportations;

(b) Property (except fuel) consumed in the operation of railroad rolling stock;

(c) Transmission lines and pumping or pressure control equipment used directly in or connected to the primary pipeline facility engaged in intrastate or interstate common carrier transportation of property;

(d) Airplanes and navigation instruments used directly in or becoming a part of flight aircraft engaged in transportations of persons or property in regular scheduled intrastate or interstate common carrier transportation;

(e) Exchange equipment, lines, boards and all accessory devices used directly in and connected to the primary facility engaged in the transmission of messages;

(f) Transmission and distribution pipelines in pumping or pressure control and equipment used in connection therewith used directly in primary pipeline facility for the purpose of transporting and delivering natural gas;

(g) Transmission and distribution lines, pumping machinery and controls used in connection therewith in cleaning or treating equipment of primary water distribution system;

(h) Property of public electric power companies consisting of all machinery and equipment including reactor cores and related accessory devices used in the generation and production of electric power and energy and transmission facilities consisting of the lines, including poles, towers and other supporting structures, transmitting electric power and energy together with substations located on or attached to such lines; and

(i) Computer software.

Exemptions from Use Tax. Some of the property exempted from the use tax by the General Assembly of the State is as follows:

(a) Property, the storage, use or consumption of which the State is prohibited from taxing under the Constitution or laws of the United States of America or the State;

(b) Sales of tangible personal property in which the tax under the Arkansas Gross Receipts Act of 1941 is levied;

(c) Tangible personal property which is exempted from the sales tax under the Arkansas Gross Receipts Act of 1941;

(d) Feedstuffs used in the commercial production of livestock or poultry in the State;

(e) Unprocessed crude oil;

(f) Machinery and equipment used directly in producing, manufacturing, fabricating, assembling, processing, finishing or packaging of articles of commerce at manufacturing or processing plants or facilities in the State, including facilities and plants for manufacturing feed, processing of poultry and/or eggs and livestock and the hatching of poultry and such equipment is either (1) purchased to create or expand manufacturing or processing plants in the State, (2) purchased to replace existing machinery and used directly in producing, manufacturing, fabricating, assembling, processing, finishing or packaging of articles of commerce at manufacturing or processing plants in the State, or (3) required by State law to be installed and utilized by manufacturing or processing plants to prevent or reduce air and/or water pollution or contamination;

(g) Modular homes constructed with materials on which the sales or use tax has once been paid;

(h) Aircraft, aircraft equipment, railroad parts, cars, and equipment, and tangible personal property owned or leased by aircraft, airmotive, or railroad companies, brought into the State solely and exclusively for refurbishing, conversion, or modification or for storage for use outside or inside the State;

(i) Vessels, barges, and towboats of at least 50 tons load displacement and parts and labor used in the repair and construction of them;

(j) Motor fuels to the owners or operators of motor buses operated on designated streets according to regular schedule, under municipal franchise, which are used for municipal transportation purposes;

(k) Agricultural fertilizer, agricultural limestone, agricultural chemicals, including agricultural pesticides and herbicides used in commercial production of agricultural products, and vaccines, medications, and medicinal preparations, used in treating livestock and poultry being grown for commercial purposes and other ingredients used in the commercial production of yeast;

(l) All new and used motor vehicles, trailers or semi-trailers that are purchased for a total consideration of less than \$2,500; and

(m) Any tangible personal property used, consumed, distributed, or stores in this State upon which a like tax, equal to or greater than the Arkansas Compensating (Use) Tax, has been paid in another state.

Reference is made to "The Arkansas Compensation (Use) Tax Act of 1949," Title 26, Chapter 53 of the Arkansas Code of 1987 Annotated, for more information concerning the use tax.

Administration. Pursuant to the Act, the Commissioner of Revenues of the State (the "Commissioner") performs all functions incidental to the administration, collection, enforcement and operation of the Sales and Use Taxes. All receipts of the Sales and Use Taxes collected, less certain charges payable and retainage due the commissioner for administrative services in the amount of 3% of the gross receipts of the Sales and Use Taxes, shall be remitted by the State Treasurer to the Trustee monthly. See the caption "SUMMARY OF THE INDENTURE - Application of Sales and Use Tax Receipts" herein.

Future Receipts of the Sales and Use Taxes. Receipts of the Sales and Use Taxes will be contingent upon the sale and use of property and services within the City, which activity is generally dependent upon economic conditions within the City. Also, receipts of the Sales and Use Taxes may be affected by changes to transactions exempted from the Sales and Use Taxes made by legislation adopted by the General Assembly of the State or by the people of the State in the form of a constitutional amendment or initiated act. In the past the General Assembly of the State has considered new exemptions to sales and use taxes, such as food sales, which, if adopted, would materially reduce receipts of the Sales and Use Taxes. The City has no control over actions of the General Assembly or the people of the State and cannot predict whether changes to the Sales and Use Taxes may be made. Accordingly, the City cannot predict with certainty the expected amount of receipts of the Sales and Use Taxes to be received and, therefore, there can be no assurance that receipts of the Sales and Use Taxes will be sufficient to pay the principal of and interest on the Series 2006A Bonds.

DEFINITIONS OF CERTAIN TERMS

The following are definitions of certain terms used in this Official Statement: [WHICH ARE USED HEREIN?]

"Account" means an Account established by Article V of the Indenture.

"Act" means the Local Government Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) Sections 14-164-301 *et seq.*, as from time to time amended.

"Additional Bonds" means Bonds in addition to the Series 2006A Bonds which are issued under the provisions of the Indenture.

"Amendment 62" means Amendment No. 62 to the Constitution of Arkansas, approved by the voters of the State on November 6, 1984.

"Annual Debt Service" means, with respect to all or any particular amount of Bonds (including any RLF Loan), the Debt Service for any particular Fiscal Year required to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of Bonds or which is drawn under an RLF Loan or from sources other than Sales and Use Tax receipts.

"Authorized Representative" means either the Mayor or the Finance Director of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

"Authorizing Ordinance" means Ordinance No. ____, adopted by the City on October __, 2006, which authorized the issuance of the Series 2006A Bonds pursuant to the Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in the Indenture.

"Bonds" means the Series 2006A Bonds and all Additional Bonds issued, and all RLF Loans incurred, by the City pursuant to the Indenture.

"Book-Entry System" means the book-entry system maintained by the Securities Depository and described in the Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the corporate trust office of the Trustee is located are authorized or required by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"City Clerk" means the person holding the office and performing the duties of the City Clerk of the City.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Completion Date" means the date upon which a particular Project (or portion thereof) is first ready for normal continuous operation, as determined by a Qualified Engineer.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the City and the Trustee, dated the date of issuance and delivery of the Series 2006A Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting

discounts, fees and expenses, election expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in the Indenture.

"Debt Service" means, with respect to all or any particular amount of Bonds or any RLF Loan, as the case may be, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds and any RLF Loan, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Debt Service Reserve Fund" means the fund by that name created and established in the Indenture.

"Election Ordinance" means Ordinance No. 4891, adopted by the City Council on June 20, 2006, pursuant to which there was submitted to the qualified electors of the City the four questions relating to the issuance of the Bonds.

"Event of Default" means any event of default specified in Section 801 of the Indenture.

["Existing Indebtedness"]

["Existing Tax"]

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by the Indenture.

"Government Securities" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means the Trust Indenture dated as of November 1, 2006, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements thereto.

["Insurer"]

"Investment Securities" means, if and to the extent the same are at the time legal for investment of Funds and Accounts held under the Indenture: [ADD DEFINITION IN INDENTURE]

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Original Purchaser" means the first purchaser(s) of a series of the Bonds from the City.

"Outstanding" means, as of any date of computation, Bonds theretofore or thereupon being delivered under the Indenture, except:

(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) Bonds deemed to be paid in accordance with Article VII of the Indenture; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to the Indenture.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means any bank or trust company named by the City as the place at which the principal of and premium, if any, and interest on the Bonds are payable.

"Person" means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

["Policy"]

"Projects" means, collectively, the Street Project, the Trail Project and the Wastewater Project.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to the Projects, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) interest accruing in whole or in part on the Bonds prior to and during construction of the Projects, including all amounts required by the Indenture to be paid from the proceeds of the Bonds into the Bond Fund;

(b) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies, costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Projects and placing the same in operation;

(c) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Projects;

(d) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Projects; and

(e) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Projects.

"Project Fund" means the fund by that name created and established in the Indenture.

"Qualified Engineer" means an independent consulting engineer or firm of independent consulting engineers not in the regular employ of the City.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., or Fitch, Inc., and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the City may appoint any nationally recognized securities rating agency as a replacement.

"Rebate Fund" means the fund by that name created and established in the Indenture.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date on the Bonds occurs.

"Redemption Fund" means the fund by that name established in the Indenture.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative including, without limitation, the following with respect to each payment requested:

(i) the name of the Person or party to whom payment is to be made and the purpose of the payment,

(ii) the amount to be paid thereunder;

(iii) that such amount has not been previously paid by the City and is justly due and owing to the Person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

"Reserve Requirement" means, with respect to each series of Bonds, an amount equal to [5%] of the original principal amount of such series of Bonds. There is no Reserve Requirement with respect to RLF Loans. For all purposes of the Indenture, the Reserve Requirement may be satisfied by the deposit of cash or by the deposit of Investment Securities, [including the Surety Bond],

"Revenue Fund" means the fund by that name created and established in the Indenture.

"RLF Loans" means any loan to the City under the Arkansas Natural Resources Commission Revolving Loan Fund Program, which loan is to be secured by receipts of the Sales and Use Taxes on a parity basis with the Bonds. Any RLF Loan may, but need not, be structured in the form of an Additional Bond or Additional Bonds issued under the Indenture.

"0.25% Sales and Use Tax" means the one-quarter of one percent (0.25%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the collection of which tax will commence on January 1, 2007.

"0.75% Sales and Use Tax" means the three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the collection of which tax will commence on the first day following the date of expiration of the Existing Tax securing the Existing Indebtedness.

"Sales and Use Taxes" mean, collectively, the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax. Receipts of the Sales and Use Taxes are pledged to the payment of Debt Service on the Bonds.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2006A Bonds" means the City's Sales and Use Tax Capital Improvement Bonds, Series 2006A, issued in the original aggregate principal amount of \$ _____*.

"State" means the State of Arkansas.

"Street Project" means the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed \$65,900,000.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture.

["Surety Bond"]

"Surplus Tax Receipts" shall have the meaning ascribed to such term in Section 503 of the Indenture.

["System" means the City's combined water and sewer utility system.][USED?]

"Tax Regulatory Agreement" means that Tax Regulatory Agreement of the City relating to maintenance of the excludability of interest on the Series 2006A Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of the Series 2006A Bonds.

"Trail Project" means the acquisition, construction and equipping of certain City trail system improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed \$2,100,000.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons First Trust Company, N.A.

"Trust Estate" means the property described in the granting clauses of the Indenture.

"Wastewater Project" means the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed \$42,000,000.

* Preliminary; subject to change.

SUMMARY OF THE INDENTURE

The following statements are brief summaries of certain provisions of the Indenture. The statements do not purport to be complete, and reference is made to the Indenture, copies of which are available for examination at the offices of the Administrative Services Director of the City, for a full statement thereof.

Funds and Accounts. Receipts of the Sales and Use Taxes are pledged by the Indenture to the payment of the principal of and interest on the Bonds. The following Funds and Accounts have been established with the Trustee in connection with the issuance of the Series 2006A Bonds:

Funds and Accounts

Revenue Fund

Bond Fund, and an Interest Account and a Principal Account therein

Debt Service Reserve Fund, and a Series 2006A Account therein

Redemption Fund

Project Fund, and a Street Account, Trail Account and Wastewater Account therein

Cost of Issuance Fund

Rebate Fund

Application of Receipts of the Sales and Use Taxes. The application of receipts of the Sales and Use Taxes is as follows:

(a) Revenue Fund. All receipts from the Sales and Use Taxes shall, as and when received, be deposited into the Revenue Fund. All moneys at any time in the Revenue Fund shall be applied on a monthly basis to the payment of Debt Service on the Bonds, to the maintenance of the Debt Service Reserve Fund, to the payment of any arbitrage rebate due under Section 148(f) of the Code, to the payment of fees and expenses of the Trustee and any Paying Agent, and to the early redemption of the Bonds, at the times and in the amounts set forth as follows:

(b) Bond Fund. Upon receipt, but in no event later than the last day of each month in which receipts of the Sales and Use Taxes are deposited in the Revenue Fund, commencing no later than _____, 2007, there shall be transferred from the Revenue Fund (i) into the Interest Account of the Bond Fund, an amount equal to 1/6 of the interest on the Outstanding Bonds due on the next interest payment date and an amount equal to the interest component of any monthly payment prescribed with respect to any RLF Loan, and (ii) into the Principal Account of the Bond Fund, an amount equal to 1/12 of the next scheduled principal component of any monthly payment prescribed with respect to any RLF Loan. Moneys in the Bond Fund shall be used solely for the purpose of paying Annual Debt Service on the Bonds or for redemption of Bonds, as provided in the Indenture. The Trustee shall withdraw from the Bond Fund, on the date of any principal or interest payment, an amount equal to such payment for the sole purpose of paying the same.

If receipts of the Sales and Use Taxes in the Revenue Fund are insufficient to make the required monthly payment into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund not later than last day of the next succeeding month.

When the moneys held in the Revenue Fund, the Bond Fund, the Debt Service Reserve Fund and the Redemption Fund shall be and remain sufficient to pay in full the principal of and interest on all Bonds then Outstanding in accordance with the Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make payments into such Funds and the levy of the Sales and Use Taxes shall cease.

(c) Debt Service Reserve Fund. See the caption "SECURITY FOR THE SERIES 2006A BONDS - Debt Service Reserve" herein.

(d) Rebate Fund. The Trustee shall establish and maintain, separate and apart from any other Funds and Accounts established and maintained under the Indenture, the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to transfer to the United States in payment of any arbitrage rebate due under Section 148(f) of the Code, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. Any amounts remaining in the Rebate Fund after payment in full of the rebate amount owing to the United States, within sixty (60) days after the date on which the last Bond is redeemed, shall be transferred to the Revenue Fund.

(e) Redemption Fund. After making the required deposits into the Bond Fund, into the Debt Service Reserve Fund, and into the Rebate Fund, and after paying the fees and expenses of the Trustee and any Paying Agent, there shall be paid from the Revenue Fund into the Redemption Fund all remaining moneys in the Revenue

Fund (the "Surplus Tax Receipts"). Moneys in the Redemption Fund shall be transferred to the appropriate Principal Account(s) of the Bond Fund at such times as may be necessary to effectuate redemptions of Bonds on the first available redemption date. Prior to issuance of any series of Additional Bonds under the Indenture, all Surplus Tax Receipts shall be applied to the redemption of the Series 2006A Bonds. Upon the issuance of any series of Additional Bonds as provided under the "THE SERIES 2006A BONDS – *Additional Bonds*," 50% of the Surplus Tax Receipts will be allocated to early redemption of the Series 2006A Bonds and the remaining 50% to early redemption of the Additional Bonds. See the captions "THE SERIES 2006A BONDS – *Redemption*" and "PROJECTED MANDATORY REDEMPTIONS" herein.

(f) Project Fund. A portion of the proceeds of the Series 2006A Bonds shall be deposited in the Street Account, the Trail Account and the Wastewater Account of the Project Fund. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECTS" herein. Amounts in each Account in the Project Fund shall be expended only for the payment of Project Costs related to the applicable Project upon the submission of Requisitions by the City to the Trustee. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. Within ninety (90) days following completion of the portion of a Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of such Project is complete and the Trustee shall transfer the remaining moneys in the applicable Account of the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to the Redemption Fund for application to the retirement of the corresponding series of Bonds by redemption or purchase. See the caption "THE SERIES 2006A BONDS – *Redemption*" herein.

(g) Cost of Issuance Fund. A portion of the proceeds of the Series 2006A Bonds shall be deposited to the credit of the Cost of Issuance Fund. The Trustee shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid with respect to the Series 2006A Bonds (and in any event not later than January 1, 2007), any remaining moneys in the Cost of Issuance Fund shall be transferred to the Interest Accounts of the Bond Fund.

Investment of Funds. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds or Accounts held by the Trustee in Investment Securities with maturity or redemption dates consistent with the times at which said moneys will be required for the purposes provided in the Indenture. Moneys in separate Funds or Accounts may be commingled for the purpose of investment.

Valuation of Funds and Accounts. In determining the value of any Fund or Account held by the Trustee under the Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each Fund and Account held under the Indenture and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required under the Indenture, and the Trustee shall not be liable for any loss resulting from any such sale.

Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

Instruments of Further Assurance. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, ordinances, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming of all and singular the receipts from the Sales and Use Taxes and all other moneys pledged or assigned by the Indenture, or intended so to be, or which the City may become bound to pledge or assign.

Tax Covenants. The City shall not use or permit the use of any Series 2006A Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely effect the exclusion of interest on any Series 2006A Bond from gross income for federal income tax purposes. No part of the proceeds of the Series 2006A Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Series 2006A Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Series 2006A Bonds remain Outstanding, it will comply with the provisions of the Tax Regulatory Agreement.

Defeasance. Any Bond shall be deemed to be paid within the meaning of the Indenture when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided

in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond Counsel delivered to the Trustee), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and any said Paying Agent. In the case of any defeasance of Series 2006A Bonds, the dates of redemption of such Series 2006A Bonds and the principal amounts and maturities of Series 2006A Bonds to be redeemed on such dates will be determined by taking into consideration the applicable redemption requirements with respect to the Series 2006A Bonds to be defeased and the receipts of the Sales and Use Taxes for the most recent twelve months.

Events of Default. Each of the following events shall constitute and is referred to in the Indenture as an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Default in the payment of any other amount required to be paid under the Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in the Indenture, or in the Bonds issued under the Indenture, and continuance thereof for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, unless the Trustee, or the Trustee and Holders of an aggregate principal amount of Bonds not less than the aggregate principal amount of Bonds the Holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued;
- (d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy; and
- (e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of the Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in the Indenture, or in the Bonds Outstanding thereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as described above.

Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with any premium and the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of 51% in aggregate principal amount of Bonds Outstanding and if it shall have been indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given under the Indenture or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder, unless a default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by the Indenture it is deemed to have notice, nor unless such default shall have become an Event of Default and the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit, or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in the Indenture nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted, or to institute such action, suit, or proceeding in its own name; and such notification, request and offer of indemnity are declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture or for the appointment of a receiver or for any other remedy thereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by action of the Holder or Holders or to enforce any right under the Indenture except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner therein provided for the equal benefit of the Holders of all Bonds Outstanding thereunder. Nothing in the Indenture contained shall, however, affect or impair the right of any Bondholders to enforce the payment of the principal of and premium, if any, and interest on any Bonds at and after the maturity thereof, or the obligation of the City to pay the principal of and premium, if any, and interest on each of the Bonds issued under the Indenture to the respective Holders thereof at the time and place in said Bonds expressed.

Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, enter into Supplemental Indentures as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture;
- (b) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;
- (c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in the Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;
- (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Indenture, of the Trust Estate or of any other moneys, securities or funds;
- (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (f) to authorize that issuance and sale of one or more series of Additional Bonds;
- (g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds; or

(g) to modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (a), (b), (c), (d), (e) or (f) above and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this paragraph, and not otherwise, the Holders of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing contained in the Indenture shall permit or be construed as permitting (a) an extension of the maturity (or mandatory redemption date) of the principal of or the interest on any Bond issued thereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued thereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as expressly permitted in the Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (f) depriving the Holder of any Bond then Outstanding of the lien created on the Trust Estate.

If, at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes described above, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such Supplemental Indenture to be mailed by first class mail to each registered owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided above. If the Holders of not less than 2/3 in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

The City has entered into an undertaking in the form of the Continuing Disclosure Agreement as required by the Indenture for the benefit of the Beneficial Owners of the Series 2006A Bonds to cause certain financial information to be sent to certain information repositories annually and to cause notice to be sent to such information repositories of certain specified events, pursuant to the requirements of Section (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"). The City has not failed to comply with any previous undertaking pursuant to the Rule.

The Continuing Disclosure Agreement contains the following covenants and provisions:

(a) The City shall, not later than August 1 of each year, commencing August 1, 2007, provide to each Repository and the Trustee its Annual Financial Information consistent with the requirements of subsection (d) below.

(b) If, on the date specified in subsection (a) above for providing the Annual Financial Information to Repositories, the Trustee has not received a copy of the Annual Financial Information, the Trustee shall contact the Disclosure Representative to determine if the City is in compliance with subsection (a).

(c) If the Trustee is unable to verify that the Annual Financial Information has been provided to the Repositories by the date required within subsection (a), the Trustee shall file a notice to such effect with the Repositories and the MSRB.

(d) The City's Annual Financial Information shall contain or incorporate by reference the following:

(i) Receipts of the Sales and Use Taxes for the latest Fiscal Year and for the four previous Fiscal Years, if available.

(ii) The City's audited financial statements for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States ("GAAP") as such principles are modified by the governmental accounting standards promulgated by the

Government Accounting Standards Board ("GASB") and by mandated principles of the State of Arkansas, if any, as in effect from time to time, which financial statements have been audited by such auditor as shall then be required or permitted by the laws of the State of Arkansas. If the City's audited financial statements are not available by the time its Annual Financial Information is required to be filed pursuant to subsection (a) above, the Annual Financial Information shall contain the unaudited financial statements of the City, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

(e) The City has agreed to instruct the Trustee to deliver to each National Repository, or the MSRB and the Arkansas State Repository, notice of the occurrence of any of the following Specified Events, if deemed material:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on any debt service reserve reflecting financial difficulties;
- (iv) Unscheduled draws on any credit enhancement reflecting financial difficulties;
- (v) Substitution of any credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the Series 2006A Bonds;
- (vii) Modifications to rights of Bondowners;
- (viii) Series 2006A Bond calls;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing payment of the Series 2006A Bonds; or
- (xi) Rating changes.

(f) The City has agreed that the foregoing undertakings shall be for the benefit of the Beneficial Owners of the Series 2006A Bonds, and shall be enforceable by any Beneficial Owner of the Series 2006A Bonds in an action for specific performance against the City.

(g) The continuing obligation of the City to provide Annual Financial Information and notice of the occurrence of Specified Events, if material, will terminate if the City is no longer an "obligated person" within the meaning of the Rule or upon the maturity, defeasance, prior redemption or payment in full of the Series 2006A Bonds. The City and the Trustee may amend the Continuing Disclosure Agreement, and any provision of the Continuing Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel, reasonably acceptable to each of the City and the Trustee, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings under the Continuing Disclosure Agreement to violate the Rule, taking into account any subsequent change in or official interpretation of the Rule.

(h) The following terms used under this caption shall have the meanings set forth below:

"Annual Financial Information" means the annual financial information to be provided by the City of the type described in the Continuing Disclosure Agreement.

"Arkansas State Repository" means any public or private repository or entity as may be designated by the State of Arkansas as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of the Continuing Disclosure Agreement, there is no Arkansas State Repository.

"Beneficial Owner" means any Person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2006A Bonds, including Persons holding Series 2006A Bonds through nominees, depositories or other intermediaries.

"Disclosure Representative" means the City's Finance Director or his or her designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year. The City's fiscal year presently ends on December 31.

"MSRB" means the Municipal Securities Rulemaking Board.

"National Repository" means any nationally recognized municipal securities information repository for purposes of the Rule.

"Participating Underwriter" means Stephens Inc.

"Repository" means each National Repository and the Arkansas State Repository.

"Specified Events" means each of the events with respect to the Series 2006A Bonds listed in subsection (e) above.

(i) A failure by the City to comply with the provisions of the Continuing Disclosure Agreement will not constitute an Event of Default under the Indenture, and the sole remedy in such an event shall be an action to compel specific performance. Nevertheless, such a failure to comply must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2006A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2006A Bonds.

UNDERWRITING

Under a bond purchase agreement entered into by and among the City and Stephens Inc. (the "Underwriter"), the Series 2006A Bonds are being purchased at a purchase price of \$_____ (representing the stated principal amount of the Series 2006A Bonds [less][plus] a net reoffering [discount][premium] of \$_____ and less an underwriting discount of \$_____) plus accrued interest from November 1, 2006 to the date of delivery of the Series 2006A Bonds. The bond purchase agreement provides that the Underwriter will purchase all of the Series 2006A Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2006A Bonds is subject to various conditions contained in the bond purchase agreement, including the absence of pending or threatened litigation questioning the validity of the Series 2006A Bonds or any proceedings in connection with the issuance thereof, and the absence of material adverse changes in the financial condition of the City.

The Underwriter intends to offer the Series 2006A Bonds to the public initially at the offering prices as set forth on the cover page of this Official Statement, which offering prices (or bond yields establishing such offering prices) may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2006A Bonds to the public, and may offer the Series 2006A Bonds to such dealers and other underwriters at a price below the public offering price.

The City has agreed to indemnify the Underwriter against certain civil liabilities in connection with the offering and sale of the Series 2006A Bonds, including certain liabilities under federal securities laws.

[Stephens Inc. has served the City in the capacity of a financial advisor in connection with the financing of the Wastewater Project. For the purpose of facilitating a negotiated bond financing or financings to finance a portion of the cost of the Wastewater Project, the City and Stephens Inc. have amended their financial advisory agreement to limit the scope of the agreement and to exclude from the scope of the agreement any financial advisory services relating to the Series 2006A Bonds. The City and Stephens Inc. acknowledge that a conflict of interest could arise from the change of the role of Stephens Inc. from financial advisor to Underwriter. Stephens Inc. will receive compensation for its services as Underwriter in an amount equal to the underwriting discount, as set forth in the third preceding paragraph.]

TAX MATTERS

Federal Income Taxes. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2006A Bonds is excluded from the gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2006A Bonds. Failure to comply with such requirements could cause interest on the Series 2006A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2006A Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2006A Bonds.

Notwithstanding Bond Counsel's opinion that interest on the Series 2006A Bonds is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporation's adjusted current earnings over their

alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

The accrual or receipt of interest on the Series 2006A Bonds may otherwise affect the federal income tax liability of the owners of the Series 2006A Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2006A Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2006A Bonds.

Changes in Federal Tax Law. From time to time, there are legislative proposals in the Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2006A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. Purchasers of the Series 2006A Bonds should consult their tax advisors regarding any pending or proposed tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Series 2006A Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation.

[INSERT OID AND/OR OIP LANGUAGE]

State Taxes. Bond Counsel is of the opinion that, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2006A Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

RATING[S]

[Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), has given the Series 2006A Bonds the rating of "AAA" based on the delivery of the Policy by _____ and has assigned an underlying rating of "____" to the Series 2006A Bonds. Such ratings reflect only the view of S&P at the time such ratings were given. An explanation of the significance of the ratings may be obtained from S&P. There is no assurance that such ratings will continue for any given period of time or that the ratings will not be revised downward or withdrawn entirely by S&P if in its judgment circumstances so warrant. Any downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Series 2006A Bonds.

Neither the City nor the Underwriter has undertaken any responsibility subsequent to the issuance of the Series 2006A Bonds to assure the maintenance of the ratings or to oppose any revision or withdrawal of the ratings. No application has been made to any Rating Agency other than S&P for a rating on the Series 2006A Bonds.]

LEGAL MATTERS

Legal Opinions. Legal matters incident to the authorization and issuance of the Series 2006A Bonds are subject to the unqualified approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel, a copy of whose approving opinion will be delivered with the Series 2006A Bonds and a form of which is attached hereto as Appendix A. Certain legal matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney.

Litigation. There is no litigation pending seeking to restrain or enjoin the issuance or delivery of the Series 2006A Bonds or questioning or affecting the legality of the Series 2006A Bonds or the proceedings and authority under which the Series 2006A Bonds are to be issued, or questioning the right of the City to issue the Series 2006A Bonds. There is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the City in any way which could have a material adverse effect on the Sales and Use Taxes or the City's ability to pay debt service with respect to the Series 2006A Bonds.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Series 2006A Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The information contained in this Official Statement has been taken from sources considered to be reliable, but is not guaranteed. To the best of the knowledge of the City, this Official Statement does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated herein, or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading.

The execution and delivery of this Official Statement has been duly authorized by the City of Fayetteville,
Arkansas.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

APPENDIX A

Proposed Form of Bond Counsel Opinion

Upon delivery of the Series 2006A Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

November __, 2006

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Little Rock, Arkansas

[BOND INSURER]

\$ _____ *
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its \$ _____ * Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (as from time to time amended, the "Act"), pursuant to Ordinance No. _____ of the City, duly adopted and approved on October __, 2006 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Election Ordinance and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Election Ordinance and the Authorizing Ordinance, and the due authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Election Ordinance, the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

* Preliminary; subject to change.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and the Act, the City is empowered to adopt the Election Ordinance and the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Bonds.
2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
4. The Bonds have been validly authorized, executed, issued and delivered by the City and represent valid and binding special obligations of the City. The principal, premium, if any, and interest on the Bonds shall be payable from, and shall be secured by an assignment and pledge by the City to the Trustee of, the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (each as defined in the Indenture).
5. The receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax have been duly and validly assigned and pledged to the Trustee under the Indenture, and the Indenture creates, as security for the Bonds, a valid security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & 2005 Supp.) Section 4-9-109(d)(14), the pledge, assignment and security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax securing the Bonds is and shall be prior to any judicial lien hereafter imposed on the Sales and Use Tax receipts to enforce a judgment against the City on a simple contract, and it is not necessary to file a Uniform Commercial Code financing statement in order to perfect a security interest in the receipts of the 0.25% Sales and Use Tax or the receipts of the 0.75% Sales and Use Tax.
6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.
7. The interest on the Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.
8. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Bonds.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

APPENDIX B

[SPECIMEN OF BOND INSURANCE POLICY]

KUTAK ROCK LLP
DRAFT 09/26/06

CITY OF FAYETTEVILLE, ARKANSAS

to

SIMMONS FIRST TRUST COMPANY, N.A.
as Trustee

TRUST INDENTURE

Dated as of November 1, 2006

Providing for:

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006A

Prepared by:

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

ARTICLE IV

GENERAL COVENANTS AND REPRESENTATIONS

Section 401.	Payment of Principal, Premium, if any, and Interest
Section 402.	Performance of Covenants
Section 403.	Instruments of Further Assurance
Section 404.	Recordation and Filing
Section 405.	Inspection of Books
Section 406.	Tax Covenants
Section 407.	Trustee's and Paying Agent's Fees and Expenses
Section 408.	Construction of Projects; Certification of Completion Dates
Section 409.	Encumbrances
Section 410.	Continuing Disclosure
Section 411.	Drawdowns Under RLF Loans

ARTICLE V

FUNDS AND DEPOSITS

Section 501.	Creation of Funds and Accounts
Section 502.	Project Fund
Section 503.	Revenue Fund
Section 504.	Bond Fund
Section 505.	Cost of Issuance Fund
Section 506.	Redemption Fund
Section 507.	Rebate Fund
Section 508.	Debt Service Reserve Fund
Section 509.	Cessation of Fund Deposits
Section 510.	Separate Accounts Authorized

ARTICLE VI

INVESTMENTS

Section 601.	Investment of Moneys
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Section 603.	Valuation of Funds
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ARTICLE VII

DISCHARGE OF LIEN

Section 701.	Discharge of Lien
Section 702.	Bonds Deemed Paid
Section 703.	Non-Presentment of Bonds

ARTICLE XI

MISCELLANEOUS

Section 1101.	Consents, etc. of Bondholders	
Section 1102.	Notices	
Section 1103.	Limitation of Rights.....	
Section 1104.	Severability	
Section 1105.	Applicable Provisions of Law.....	
Section 1106.	Counterparts.....	
Section 1107.	Successors and Assigns.....	
Section 1108.	Captions	
Section 1109.	Photocopies and Reproductions.....	
Section 1110.	Bonds Owned by the City.....	
Exhibit A	Form of Series 2006A Bond.....	A-1
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Exhibit C	Requisition Form.....	C-1

ballot (and the corresponding levy of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, and the pledge of the receipts thereof to the payment of said capital improvement bonds); and

WHEREAS, pursuant to the provisions of Ordinance No. ____ of the City, adopted by the City Council on October __, 2006 (the "Authorizing Ordinance"), and in accordance with the provisions of Amendment 62 and the Act, the City proposes to issue its Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Series 2006A Bonds"), in the aggregate principal amount of \$_____, in order to provide for the financing of a portion of the costs of the Wastewater Project, the Street Project and the Trail Project; and

WHEREAS, the City has further determined to enter into this Indenture to authorize the issuance of and to secure the Series 2006A Bonds by granting to the Trustee a pledge and assignment of the interests and other rights herein contained, and certain funds and accounts created hereby; and

[BOND INSURANCE LANGUAGE]

WHEREAS, the Series 2006A Bonds are to be dated, bear interest, mature and be subject to redemption as hereinafter in this Indenture set forth in detail; and

WHEREAS, provision is made in this Indenture for the issuance of Additional Bonds (hereinafter defined) and the incurring of RLF Loans (hereinafter defined) upon compliance with certain conditions set forth herein; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2006A Bonds have been in all respects duly and validly confirmed, authorized and approved under the provisions of the Authorizing Ordinance; and

WHEREAS, all things necessary to make the Series 2006A Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Indenture a valid pledge of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax to the payment of the principal of, premium, if any, and interest on the Series 2006A Bonds, as specified in and in accordance with the provisions hereof, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution, issuance and delivery of the Series 2006A Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created [BOND INSURANCE/SURETY BOND LANGUAGE] and of the purchase and acceptance of the Series 2006A Bonds by the Holders and owners thereof, and the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the

upon such final payments or deposits this Indenture and the lien and rights hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all revenues and income hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds or any part thereof, as follows, that is to say:

ARTICLE I

DEFINITIONS

Section 101. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

“Account” means an Account established by Article V of this Indenture.

“Act” means the Local Government Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) Sections 14-164-301 *et seq.*, as from time to time amended.

“Additional Bonds” mean Bonds in addition to the Series 2006A Bonds which are issued under the provisions of Section 212 of this Indenture.

“Amendment 62” means Amendment No. 62 to the Constitution of Arkansas, approved by the voters of the State on November 6, 1984.

“Annual Debt Service” means, with respect to all or any particular amount of Bonds (including any RLF Loan), the Debt Service for any particular Fiscal Year required to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of the sale of Bonds or which is drawn under an RLF Loan or from sources other than Sales and Use Tax receipts.

“Authorized Representative” means either the Mayor or the Finance Director of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

“Authorizing Ordinance” means Ordinance No. ____, adopted by the City on October __, 2006, which authorized the issuance of the Series 2006A Bonds pursuant to this Indenture.

of Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting discounts, fees and expenses, election expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Debt Service" means, with respect to all or any particular amount of Bonds or any RLF Loan, as the case may be, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds and any RLF Loan, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Debt Service Reserve Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Election Ordinance" means Ordinance No. 4891, adopted by the City Council on June 20, 2006, pursuant to which there was submitted to the qualified electors of the City the four questions relating to the issuance of the Bonds.

"Event of Default" means any event of default specified in Section 801 hereof.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by Article V of this Indenture.

"Government Securities" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means this Trust Indenture dated as of November 1, 2006, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements hereto.

- (3) Federal National Mortgage Association (FNMA or "Fannie Mae") – mortgage-backed securities and senior debt obligations;
- (4) Student Loan Marketing Association (SLMA or "Sallie Mae") – senior debt obligations;
- (5) Resolution Funding Corp. (REFCOPR) obligations; and
- (6) Farm Credit System – consolidated systemwide bonds and notes;

(d) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G, AAA-m or AA-m, and if rated by Moody's rated Aaa, Aa1 or Aa2;

(e) certificates of deposit secured at all times by collateral described in (a) and/or (b) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF;

(g) bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies; and

[(h) other forms of investments approved in writing by the 2006 Insurer, including the 2006 Surety Bond and the 2006 Surety Bond.]

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Original Purchaser" means the first purchaser(s) of a series of Bonds from the City.

"Outstanding" means, as of any date of computation, Bonds theretofore or thereupon being delivered under this Indenture, except:

(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) Bonds deemed to be paid in accordance with Article VII of this Indenture; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture.

"Qualified Engineer" means an independent consulting engineer or firm of independent consulting engineers not in the regular employ of the City.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., or Fitch, Inc., and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the City may appoint any nationally recognized securities rating agency as a replacement.

"Rebate Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date on the Bonds occurs.

"Redemption Fund" means the fund by that name established in Section 501 of this Indenture.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative including, without limitation, the following with respect to each payment requested:

- (i) the name of the person or party to whom payment is to be made and the purpose of the payment,

- (ii) the amount to be paid thereunder;

- (iii) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

- (iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

"Reserve Requirement" means, with respect to each series of Bonds, an amount equal to 5% of the original principal amount of such series of Bonds. There is no Reserve Requirement in connection with RLF Loans. For all purposes of this Indenture, the Reserve Requirement may be satisfied by cash or by Investment Securities. [INCLUDING THE SURETY BOND]

"Revenue Fund" means the fund by that name created and established in Section 501 of this Indenture.

"RLF Loan" means any loan to the City under the Arkansas Natural Resources Commission Revolving Loan Fund Program, which loan is to be secured by receipts of the Sales and Use Taxes on a parity basis with the Bonds. Any RLF Loan may, but need not, be structured in the form of an Additional Bond or Additional Bonds issued hereunder.

"Trail Project" means the acquisition, construction and equipping of certain City trail system improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Series 2006A Bonds.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons First Trust Company, N.A.

"Trust Estate" means the property described in the granting clauses of this Indenture.

"Wastewater Project" means the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities, as described in the Election Ordinance and eligible for financing with the proceeds of the Series 2006A Bonds.

Section 102. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "holder" and "person" shall include the plural, as well as the singular, number.

ARTICLE II

THE BONDS

Section 201. Security for the Bonds. (a) The Bonds are special and limited obligations of the City payable as to principal, premium, if any, and interest solely out of the Trust Estate. The Trust Estate is hereby pledged, appropriated and assigned to the payment of the principal of, premium, if any, and interest on the Bonds, all in accordance with their terms and the provisions of this Indenture. The Bonds do not constitute an indebtedness for which the faith and credit of the State of Arkansas or the City is pledged within the meaning of any Constitutional or statutory limitation. The Bonds shall never constitute an obligation of or a charge against the general credit or general taxing powers of the City.

(b) The pledge, charge, lien, trusts and assignments made herein with respect to the Trust Estate shall be valid and binding, and shall be deemed continuously perfected from the time of issuance of the Series 2006A2 Bonds, and the Trust Estate shall thereupon be immediately subject to the pledge, charge, lien, trust and assignment created hereby upon receipt thereof by or for the City or by the Trustee or the Paying Agent hereunder, without any physical delivery, segregation thereof or further act, and such pledge, charge, lien, trust and assignment shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(c) The Bonds shall be equally and ratably payable and secured hereunder without priority by reason of date of adoption of this Indenture or any Supplemental Indenture authorizing their issuance or by reason of their series, number, date, date of issue, execution, authentication or sale, or otherwise; [provided, however, Surplus Tax Receipts shall be applied to

Year (<u> </u> 1)	<u>Principal Amount</u>	<u>Interest Rate</u>
2007	\$	%
2008		%
2009		%
2010		%
2011		%
2012		%
2013		%
2014		%
2015		%
2016		%
2017		%
2018		%
2019		%
2020		%
2021		%

Section 204. Form. (a) The Series 2006A Bonds shall be initially issued as fully registered Bonds, without coupons, in the form of _____ typewritten bond certificates (one for each maturity) to be delivered to the Securities Depository. Each such certificate shall be initially registered in the name of the nominee of the Securities Depository, and no Beneficial Owner will receive a certificate representing his interest in the Series 2006A Bonds, except upon the occurrence of the events described in Section 216 hereof. Beneficial Owners shall be deemed to have waived any right to receive a bond certificate except under the circumstances described in Section 216. The Series 2006A Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the form set forth in Exhibit A hereto, with appropriate variations, insertions and omissions as permitted or required by this Indenture.

Section 205. Payment. The Bonds shall be payable, with respect to principal, premium, if any, and interest in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Trustee. Payment of interest on each Bond shall be made by check or draft mailed to the registered owner of such Bond as of the applicable Record Date at his address as it appears on the registration books maintained by the Trustee. For purposes of this Indenture, interest on the Bonds shall be deemed to accrue on the basis of a 360-day year of twelve 30-day months. So long as the Securities Depository or its nominee is the sole registered owner of the Bonds, payment of interest thereon shall be made by wire transfer of immediately available funds by the Paying Agent to the Securities Depository or its nominee.

Section 206. Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. A facsimile signature shall have the same force and effect

Additional Bonds as provided in the Supplemental Indenture authorizing the issuance thereof, the City will not be in default or will be current thereafter;

(7) In the case of any series of Additional Bonds, a written opinion of Bond Counsel to the effect that the exemption from federal income tax of the interest on the Series 2006A Bonds and any Additional Bonds theretofore issued will not be adversely affected by the issuance of the Additional Bonds being issued; and

(8) Such further documents and certificates as may be required by the Original Purchaser of such series of Bonds.

(b) Simultaneously with the delivery of the Series 2006A Bonds, the Trustee shall apply the proceeds thereof as follows:

(1) The amount, if any, received as accrued interest on the Series 2006A Bonds shall be deposited in the Interest Account of the Bond Fund;

(2) \$_____, an amount equal to the Reserve Requirement, shall be deposited in the Debt Service Reserve Fund; [OR TRANSFER FOR PURCHASE OF SURETY BOND]

[BOND INSURANCE PREMIUM]

(3) An amount equal to \$_____ shall be deposited in the Costs of Issuance Fund for payment of Costs of Issuance as directed by a Certificate of the City;

(4) An amount equal to \$_____ shall be deposited in the Street Account of the Project Fund;

(5) An amount equal to \$_____ shall be deposited in the Trail Account of the Project Fund; and

(6) The balance of said proceeds, in the amount of \$_____, shall be deposited in the Wastewater Account of the Project Fund.

Section 209. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like series, date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a Bond destroyed or lost, filing by the Holder with the Trustee evidence satisfactory to the Trustee that such Bonds were destroyed or lost, and of the Holder's ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section 209, the City may

Depository as representative of the Beneficial Owners of the Bonds for purposes of exercising the rights of Bondholders hereunder, and the rights of the Beneficial Owners of such Bonds held by the Securities Depository or its nominee shall be limited to those established by law and agreements between such Beneficial Owners and the Securities Depository and its Participants. Requests, consents and directions from, and votes of, the Securities Depository or its nominee as representative shall not be deemed inconsistent if they are made with respect to different Participants or Beneficial Owners.

Section 211. Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds held by the Trustee shall be disposed of as directed by the City. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee may, upon the written request of the City, in lieu of such cancellation and delivery, destroy such Bonds in the presence of any officer of the City (but only if the City shall so require), and deliver a certificate of such destruction to the City.

Section 212. Additional Bonds and Drawdowns Under RLF Loans. To the extent authority remains under the Election Ordinance, the City may issue from time to time one or more series of Additional Bonds for the purpose of (i) financing Project Costs in connection with the acquisition, construction, reconstruction, extension, improving or equipping of any of the Projects, (ii) refunding the Series 2006A Bonds or any series of Additional Bonds or any RLF Loan, in whole or in part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2006A Bonds and any other series of Additional Bonds theretofore issued or any RLF Loan theretofore incurred and then Outstanding, except insofar as any terms or conditions of redemption or purchase established under this Indenture may afford additional benefit or security for the Bonds of any particular series and except for the security afforded by any municipal bond insurance obtained with respect to a particular series of Bonds; provided, however, that RLF Loans structured as Additional Bonds shall not be secured by the Debt Service Reserve Fund.

Before any Additional Bonds are authenticated, there shall be delivered to the Trustee the items required for the issuance of Bonds by Section 208 hereof, [plus a Certificate of the Finance Director of the City (in the form attached as Exhibit C hereto) certifying that, based upon necessary investigation, the receipts of the Sales and Use Taxes transferred to the Trustee for deposit to the Revenue Fund during the most recent twelve (12) months were not less than (i) 115% of the average Annual Debt Service on all then Outstanding Bonds and any RLF Loan, plus the Additional Bonds then proposed to be issued, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund.] [Prior to any drawdown on an RLF Loan, there shall be delivered to the Trustee a Certificate of the Finance Director of the City (in the form attached as Exhibit C hereto) certifying that, based upon necessary investigation, the receipts of the Sales and Use Taxes transferred to the Trustee for deposit to the Revenue Fund during the most recent twelve (12) months were not less than 115% of the average Annual Debt

If the City or the Trustee determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Trustee shall notify the Bondholders of such determination or such notice and of the availability of certificates to Bondholders requesting the same, and the Trustee shall register in the name of and authenticate and deliver replacement bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (A) or (B) of this paragraph, the City or the Trustee may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the City, the Trustee or Bondholders are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Bondholders, as provided herein. The Trustee may rely conclusively on information from the Securities Depository and its Participants as to the names and addresses of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 303. Selection of Bonds to be Redeemed. If less than all of the Bonds of like series, maturity, interest rate and otherwise identical payment terms shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and that for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. So long as the Securities Depository or its nominee is the sole registered owner of a series of Bonds, the procedures established by the Securities Depository shall control with respect to the selection of the particular Bonds of such series to be redeemed.

Section 304. Surrender of Bonds Upon Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for payment of the redemption price being held by the Trustee as provided in this Indenture (i) the Bonds or portions of Bonds so called for redemption shall, on the date fixed for redemption designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds, and interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, (ii) upon surrender of the Bonds or portions of Bonds so called for redemption in accordance with such notice, such Bonds or portions of Bonds shall be paid at the applicable redemption price, (iii) such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and (iv) the owners of said Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Section 305. Redemption in Part. Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (with, if the City or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Trustee duly executed by, the owner thereof or his attorney duly authorized in writing), and the appropriate officials of the City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series, of any authorized denomination or denominations, having the same maturity and interest rate as requested by such owner, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 306. Redemption of Additional Bonds. Additional Bonds may be made subject to optional, extraordinary and mandatory sinking fund redemption, in whole or in part, in such manner, at such times and at such prices as may be provided in the Supplemental Indenture providing for their issuance.

Section 405. Inspection of Books. The City shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and the Funds and Accounts established by this Indenture.

Section 406. Tax Covenants. The City shall not use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely effect the exclusion of interest on any Bond from gross income for federal income tax purposes. No part of the proceeds of the Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Bonds remain Outstanding, it will comply with the provisions of each applicable Tax Regulatory Agreement.

Section 407. Trustee's and Paying Agent's Fees and Expenses. Subject to the provisions of Section 902 hereof, the City hereby agrees and covenants to make payments for the fees, expenses and charges of the Trustee and Paying Agent, if any, as authorized and provided by this Indenture. The City is to make payments on statements rendered by the Trustee and Paying Agent either (i) directly to the Trustee and Paying Agent or (ii) pursuant to Section 503(b) hereof.

Section 408. Construction of Projects; Certification of Completion Dates. The City hereby covenants to use its best efforts to acquire, construct and equip each portion of the Projects being financed with proceeds of the Bonds with all reasonable dispatch and to use its best efforts to cause the acquisition, construction and equipping of such portion of each Project to be completed as soon as may be practicable, but in any case within a period not to exceed three years after the issuance of the applicable series of Bonds, delays caused by *force majeure* only excepted, but if for any reason such acquisition, construction and equipping is not completed within said period, there shall be no diminution or postponement of payments required hereunder to be made by the City. Promptly after each such Completion Date, the City shall submit to the Trustee the certificate of a Qualified Engineer which shall specify the Completion Date and shall state that acquisition, construction and equipping of the portion of the Project being financed with a particular series of Bond proceeds has been completed and the Project Costs have been paid, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee is directed to retain specified amounts of moneys in the Project Fund. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

Section 409. Encumbrances. The City covenants that it will not create or suffer to be created any lien or charge upon the Trust Estate, except in accordance with the provisions of this Indenture.

Section 502. Project Fund. (a) The Trustee shall deposit a portion of the proceeds of the Series 2006A Bonds to the credit of various Accounts in the Project Fund in accordance with the written directions of the City given as provided in Section 208 of this Indenture.

(b) Moneys credited to the Project Fund shall be expended only as set forth in this Section 502.

(c) Amounts in each Account of the Project Fund shall be expended and applied only for the payment of Project Costs related to the applicable Project. Disbursements shall be made from the Project Fund on the basis of consecutively numbered Requisitions in the form attached hereto as Exhibit C signed by an Authorized Representative. Requisitions may be submitted to the Trustee by certified mail, first class mail or facsimile transmission. If the Trustee deems that a Requisition submitted by the City is sufficient pursuant to this Section 502, the amount requested thereunder shall be disbursed in payment of the Project Costs set forth therein, or in reimbursement of such Project Costs, within two (2) business days of the date of receipt of such Requisition by the Trustee. Each Requisition shall specify:

(i) the name of the person or party to whom payment is to be made and the purpose of the payment;

(ii) the amount to be paid thereunder;

(iii) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

(d) The Trustee shall keep full and complete records concerning and reflecting all disbursements from the Project Fund and shall file an accounting of said disbursements if and when requested by the City. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. In making payments from the Project Fund, the Trustee may rely on any Requisitions delivered to it pursuant to this Section 502, and the Trustee shall be relieved of all liability relating to payments made in accordance with such Requisitions and any supporting certificate or certificates requested by the Trustee without physical inspection of the applicable Project. Within ninety (90) days following completion of the portion of a Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of such Project is complete and the Trustee shall transfer the remaining moneys in the applicable Account of the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to

with respect to required deposits to the Interest Account of the Bond Fund only, by any accrued interest deposited to the Interest Account of the Bond Fund upon the initial sale of a series of Bonds. In the event there shall be insufficient moneys in the Revenue Fund in a particular month to make the required transfers described above, then any deficiencies shall be added to the required deposits during the next month.

Section 504. Bond Fund. (a) There shall be deposited to the credit of the appropriate Account of the Bond Fund all moneys required to be transferred thereto pursuant to Sections 208, 503, 505, 506 and 508 of this Indenture and all other moneys received for said Fund.

(b) Moneys credited to the Bond Fund shall be expended only as set forth in this Section 504.

(c) (i) On each interest payment date for any of the Bonds Outstanding or any RLF Loan, the Trustee shall pay out of moneys credited to the Interest Account of the Bond Fund the amounts required for the payment of interest on the Bonds or the RLF Loan due on such date, and on each redemption date, the amounts required for the payment of accrued interest on Bonds or the RLF Loan then to be redeemed or purchased unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied to such payments.

(ii) On each principal payment or redemption date for any of the Bonds Outstanding or any RLF Loan, the Trustee shall pay out of moneys credited to the Principal Account of the Bond Fund the amounts required for the payment of principal and premium, if any, due on the Bonds or the RLF Loan on such date and such amounts shall be applied to such payments.

(iii) If there shall be insufficient moneys in the Bond Fund to pay in full interest, principal or premium, if any, due on the Bonds or any RLF Loan on any interest or principal payment or redemption date, the Trustee shall, one day prior to such date, transfer an amount equal to the deficiency into the appropriate Account of the Bond Fund from the Funds indicated in the following order:

FIRST: the Revenue Fund;

SECOND: the Redemption Fund; and

THIRD: the corresponding Account of the Debt Service Reserve Fund (for payment of principal and interest on the Bonds on any interest or principal payment date only).

(d) All payments made pursuant to this Section 504 shall be made in immediately available funds.

Section 505. Cost of Issuance Fund. There shall be deposited to the credit of the Cost of Issuance Fund all moneys received for said Fund pursuant to Section 208 hereof. The Trustee

(c) The Trustee, upon receipt of written instructions from the Mayor or Administrative Services Director of the City, shall pay to the United States out of amounts in the Rebate Fund such amounts as are required pursuant to each Tax Regulatory Agreement.

(d) Any moneys remaining in the Rebate Fund after payment to the United States, within sixty (60) days after the date on which the last Bond is redeemed, of one hundred percent (100%) of the rebate amount as described in Section 148(f)(2) of the Code, shall be transferred to the Revenue Fund.

(e) The Trustee, as instructed by Certificate of the City, shall invest all amounts held in the Rebate Fund in Investment Securities, subject to the restrictions set forth in the applicable Tax Regulatory Agreement. Money shall not be transferred from the Rebate Fund except as provided in subsection (c).

(f) Notwithstanding any other provision of this Indenture, the obligation to remit the Rebate Amount to the United States and to comply with all other requirements of this Section 507, Section 406 and each Tax Regulatory Agreement shall survive the defeasance or payment in full of the Bonds.

Section 508. Debt Service Reserve Fund. As provided in Section 208 hereof, upon the issuance of each series of Bonds, there shall be deposited into the appropriate Account of the Debt Service Reserve Fund, from proceeds of the Bonds, an amount sufficient to cause the amounts on deposit therein to be equal to the Reserve Requirement; provided, however, that no proceeds of RLF Loans will be deposited in the Debt Service Reserve Fund and the Debt Service Reserve Fund will not secure RLF Loans, whether or not structured as Additional Bonds. Each Account within the Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement. Amounts on deposit in Accounts within the Debt Service Reserve Fund shall be used solely to pay the principal of and interest on the corresponding series of Outstanding Bonds for which there are no available funds in the Bond Fund to make such payments, as the same become due at maturity (including mandatory sinking fund redemption). If an Account of the Debt Service Reserve Fund, by virtue of any such payment, is reduced below the Reserve Requirement, it shall be reimbursed in the amount of any such deficiency as provided in Section 503. Notwithstanding the above provisions of this Section 508, the amount on deposit in an Account of the Debt Service Reserve Fund may be used, together with other available funds, to provide for the payment at maturity or to redeem prior to maturity all, but not less than all, of the related series of Outstanding Bonds. If an excess shall exist in an Account in the Debt Service Reserve Fund over and above the Reserve Requirement, such excess shall be transferred to the Interest Account of the Bond Fund.

Section 509. Cessation of Fund Deposits. When the moneys in the Revenue Fund, the Bond Fund, the Debt Service Reserve Fund (except that investments in surety bonds shall not be counted for this purpose) and the Redemption Fund shall be and remain sufficient to pay in full the principal and interest on all Bonds then Outstanding in accordance with Article VII of this Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make further payments into

attributable to any Fund or Account held by the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of such Fund or Account and the income or interest earned, profits realized or losses suffered by a Fund or Account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such Fund or Account unless otherwise provided pursuant to this Indenture.

Section 603. Valuation of Funds. In determining the value of any Fund or Account held by the Trustee under this Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each Fund and Account held hereunder and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required hereunder, and the Trustee shall not be liable for any loss resulting from any such sale.

Section 604. Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

ARTICLE VII

DISCHARGE OF LIEN

Section 701. Discharge of Lien. If the City shall pay or cause to be paid to the owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the City such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the City the estate hereby conveyed, and assign and deliver to the City any property at the time subject to the lien of this Indenture which may then be in its possession, except moneys or Government Securities held by it for the payment of the principal of and premium, if any, and interest on the Bonds.

Section 702. Bonds Deemed Paid. Any Bond shall be deemed to be paid within the meaning of this Article VII when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in this Indenture, or otherwise); either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond

amount of Bonds not less than the aggregate principal amount of Bonds the Holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued;

(d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of this Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture or in the Bonds Outstanding hereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as hereinabove provided.

Section 802. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 803. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding hereunder.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder and if it shall have been indemnified as provided in Section 901(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by this Section 803 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such

Second: To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege of any Bond over any other Bond and without preference or priority of principal over interest or of interest over principal; and

Third: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first to the payment of the interest then due and unpaid upon the Bonds, and then to the payment of the principal then due and unpaid upon the Bonds, in each case without preference or priority of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VIII then, subject to the provisions of paragraph (b) of this Section 807, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 807.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 807, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 808. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any

of any such waiver or rescission the City, Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right subsequent thereon.

ARTICLE IX

TRUSTEE AND PAYING AGENTS

Section 901. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. Reimbursement of such compensation paid by the Trustee is subject to the provisions of Section 902 hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the City prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 901, or of which by said subsection the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or nonaction in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on such Bonds), or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of the title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed.

(c) The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured

opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

Section 902. Fees, Charges and Expenses of Trustee and Paying Agents; Trustee's Prior Lien. (a) Subject to subsection (b) of this Section 902, the City shall, from moneys lawfully available therefor, pay to the Trustee and any Paying Agent reasonable compensation for all services performed hereunder and also all reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of the powers and duties hereunder and, to the extent permitted by law and from moneys lawfully available therefor, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. With respect to the Series 2006A Bonds, the Trustee's initial authentication fee shall be \$_____ and the annual administration fee of the Trustee shall be up to, but not exceeding, \$_____. With respect to RLF Loans in aggregate principal amount up to \$17 million, the Trustee's initial authentication fee shall be \$_____ and the annual administration fee of the Trustee shall be up to, but not exceeding, \$_____. If the City shall fail to make any payment required by this subsection (a), the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder. The City shall not be required to indemnify the Trustee against any liabilities which the Trustee may incur as a result of negligent or wrongful acts or omissions of the Trustee.

(b) The City shall pay to the Trustee compensation for its services as described in Section 902(a), provided that such compensation, together with all expenses, charges and other disbursements of the Trustee and its attorneys, agents and employees and all reimbursements to the Trustee for all costs and other disbursements as described in Section 901(a) hereof shall not exceed \$7,500 annually (not including the initial authentication fee) without the prior written approval of the City, which approval shall not be unreasonably withheld. If the Trustee wishes to consult with or retain counsel for any purpose hereunder whose anticipated fees, together with all other compensation, disbursements and reimbursements of the Trustee and its attorneys, agents and employees to be paid by the City hereunder, shall exceed \$10,000 annually, then such counsel shall have to be acceptable to the City and such fees shall have to be approved by the City as described above.

Section 903. Additional Duties of Trustee. (a) In addition to the other duties of the Trustee described in this Indenture, it shall be the duty of the Trustee, on or before the tenth day

ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least \$40 million.

Section 907. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving written notice to the City and the Bondholders, and such resignation shall take effect upon the appointment of a successor trustee by the Bondholders or by the City. Such notice may be served personally or sent by registered mail (to the City) or first class mail (to the Bondholders).

Section 908. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the City, and signed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder.

Section 909. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder, by an instrument or concurrent instruments in writing signed by such Holders, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the City by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, shall appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the Bondholders in the manner above provided. Any such temporary trustee appointed by the City shall immediately and without further act be superseded by the trustee appointed by such Bondholders. Every such temporary trustee and every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than \$40 million.

Section 910. Concerning Any Successor Trustee. Every successor or temporary trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor or temporary trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the City.

Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the City shall, within thirty (30) days thereafter, appoint such bank or trust company as shall be specified by the City as such Paying Agent to fill such vacancy; provided, however, that, if the City shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of its duties hereunder as are specified in Section 901 hereof with respect to the Trustee insofar as such provisions may be applicable.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, enter into Supplemental Indentures as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (b) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;
- (c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Trust Estate or of any other moneys, securities or funds;
- (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (f) to authorize the issuance and sale of one or more series of Additional Bonds;
- (g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the

[BOND INSURANCE AND SURETY BOND ARTICLE]

ARTICLE XI

MISCELLANEOUS

Section 1101. Consents, etc. of Bondholders. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before such officer the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers, and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee, as Bond registrar.

Section 1102. Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, to the City or the Trustee. Notices, certificates or other communications shall be sent to the following addresses:

City:	City of Fayetteville City Administration Building 113 West Mountain Fayetteville, Arkansas 72701 Attention: Mayor
Trustee:	Simmons First Trust Company, N.A. 501 Main Street Pine Bluff, Arkansas 71601 Attention: Glenda L. Dean, Corporate Trust

Either of the foregoing may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named Dan Coody and Sondra Smith, Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2006.

Notary Public

My Commission expires:

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

EXHIBIT A TO TRUST INDENTURE

Form of Series 2006A Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by the authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED

No. R06A-_____

REGISTERED

\$_____

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT BOND
SERIES 2006A**

Interest Rate: _____%

Maturity Date: _____ 1, 20__

Date of Bond: November 1, 2006

CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, a municipality and political subdivision organized and existing by virtue of the laws of the State of Arkansas (the "City"), for value received, promises to pay to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, but solely from the source and in the manner hereinafter set forth, the Principal Amount shown above, and in like manner to pay interest on said amount from the date hereof until payment of such Principal Amount has been made or duly provided for, at the Interest Rate per annum shown above, such interest to be payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2007, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. The principal of and premium, if any, on this bond are payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of Simmons First Trust Company, N.A., Pine Bluff, Arkansas, or its successor or successors, as trustee (the "Trustee"). So long as Cede & Co. or another nominee of DTC is the registered owner of this bond, payment of interest hereon shall be made by wire transfer of immediately available funds by the Trustee to the Registered Owner as of the fifteenth day of the calendar month preceding the calendar month in which such interest payment date shall fall (the

with the Bonds and be equally and ratably secured by and entitled to the protection of the Indenture (except that RLF Loans will not be secured by the debt service reserve).

The Bonds are not general obligations of the City, but are special obligations secured by an irrevocable pledge of and lien on the Tax Receipts, as more particularly described in the Indenture. In no event shall the Bonds constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

[BOND INSURANCE STATEMENT]

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds and Additional Bonds, if any, issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon. Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete the Projects.

The Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts. "Surplus Tax Receipts" are Tax Receipts in excess of the amount necessary to (i) insure the prompt payment of scheduled debt service on the Bonds, Additional Bonds and any RLF Loan, (ii) maintain the debt service reserve fund at the required level, (iii) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, with respect to the Bond or any Additional Bonds, and (iv) pay the fees and expenses of the Trustee and any paying agent. [Surplus Tax Receipts shall be applied to the redemption of the Bonds prior to their application for redemption prior to maturity of any series of Additional Bonds or any RLF Loan.]

The Bonds maturing on _____ 1, 20____, are subject to mandatory redemption, to be selected by lot in such manner as the Trustee shall determine, on _____ 1 in the years and the amounts set forth below, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption.

<u>Date</u>	<u>Principal Amount</u>
_____ 1, 20____	\$ _____

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the revenues pledged to the payment of the principal of and premium, if any, and interest on the Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted hereon, all as of the date hereof shown above.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Attached hereto is the complete text of the opinion of Kutak Rock LLP, a signed original of which is on file with the undersigned, delivered and dated the date of the original delivery of and payment for the Bonds.

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Signature

EXHIBIT B TO TRUST INDENTURE

COVERAGE CERTIFICATE

City of Fayetteville, Arkansas
Series 2006A Sales and Use Tax Capital Improvement Bonds

Date: _____

TO: Simmons First Trust Company, as Trustee

[DOES THIS TEST NEED TO BE ALTERED TO ACCOUNT FOR THE 0.75% TAX
COMING ON LINE?]

This certificate is provided pursuant to the provisions of Section 212 of the Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, in connection with (i) the proposed issuance of Additional Bonds or (ii) a drawdown under an RLF Loan. In connection with such issuance or drawdown, the undersigned certifies as follows:

- (a) Receipts of Sales and Use Taxes by
Trustee for preceding twelve (12)
months: \$ _____
- (b) Average Annual Debt Service
on all Outstanding Bonds and
RLF Loans, plus (i) the proposed
Additional Bonds or (ii) following
the drawdown on the RLF Loan: \$ _____
- (c) (a) divided by (b) = _____% (which is greater than 115%)

The undersigned hereby certifies that he is authorized to deliver this Certificate on behalf of the Issuer.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Finance Director

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of November __, 2006 (this "Agreement"), is executed and delivered by the City of Fayetteville, Arkansas (the "City") and Simmons First Trust Company, N.A., as trustee (the "Trustee"), in connection with the issuance of the City's \$ _____ Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds"). The Bonds are being issued pursuant to the terms and provisions of Ordinance No. ____ duly adopted by the City Council of the City on October __, 2006 (the "Authorizing Ordinance"), and a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and the Trustee. In connection with the issuance of the Bonds, the City and the Trustee agree as follows:

Section 1. Purpose of this Agreement. This Agreement is being executed and delivered by the City and the Trustee for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with, and constitutes the written undertaking for the benefit of the Beneficial Owners of the Bonds required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Act of 1934, as amended (17 C.F.R. Section 240.15c2-12) (the "Rule"). The City hereby represents that it has not failed to comply with any previous undertaking pursuant to the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean the annual financial information provided by the City pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Arkansas State Repository" shall mean any public or private repository or entity as may be designated by the State of Arkansas as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Agreement, there is no Arkansas State Repository.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees, depositories or other intermediaries.

"Disclosure Representative" shall mean the City's Finance Director or his or her designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Fiscal Year" shall mean the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B hereto.

"Participating Underwriter" shall mean Stephens Inc.

"Repository" shall mean each National Repository and the Arkansas State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("1934 Act").

"0.25% Sales and Use Tax" shall mean the one-quarters of one percent (0.25%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to Ordinance No. 4891 adopted by the City on June 20, 2006, the collection of which tax will commence on January 1, 2007, as approved by the voters of the City.

"0.75% Sales and Use Tax" shall mean the three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to Ordinance No. 4891 adopted by the City on June 20, 2006, and approved by the voters of the City. The collection of the 0.75% Sales and Use Tax will commence on the first day following the date of expiration of an existing three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act and securing certain currently outstanding indebtedness of the City.

"Sales and Use Taxes" shall mean, collectively, the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax.

"Specified Events" shall mean any of the events with respect to the Bonds listed in Section 5(a) of this Agreement.

Section 3. Provision of Annual Financial Information.

(a) The City shall, not later than August 1 of each year, commencing August 1, 2007, provide to each Repository and to the Trustee its Annual Financial Information which is consistent with the requirements of Section 4 of this Agreement. The City's Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4(b) hereof; provided that the audited financial statements of the City may be submitted separately from the balance of its Annual Financial Information and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a material Specified Event under Section 5 of this Agreement.

(b) If, on the date specified in subsection (a) for providing the Annual Financial Information to Repositories, the Trustee has not received a copy of the Annual

Financial Information, the Trustee shall contact the Disclosure Representative to determine if the City is in compliance with subsection (a).

(c) If the Trustee is unable to verify that the Annual Financial Information has been provided to the Repositories by the date required in subsection (a), the Trustee shall file a notice with the Repositories and the MSRB in substantially the form set forth in Exhibit A and as required by the Rule.

(d) The City shall:

(i) determine each year prior to the date for providing the Annual Financial Information the name and address of each Repository; and

(ii) file a report with the Trustee certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided, and listing all of the Repositories to which it was provided.

Section 4. Content of Annual Financial Information.

(a) The City's Annual Financial Information shall contain or incorporate by reference the following:

(i) Receipts of the Sales and Use Taxes for the latest Fiscal Year and for the four previous Fiscal Years, if available

(ii) The City's audited financial statements for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States ("GAAP") as such principles are modified by the governmental accounting standards promulgated by the Government Accounting Standards Board ("GASB") and by mandated principles of the State of Arkansas, if any, as in effect from time to time, which financial statements have been audited by such auditor as shall then be required or permitted by the laws of the State of Arkansas. If the City's audited financial statements are not available by the time its Annual Financial Information is required to be filed pursuant to Section 3(a) hereof, the Annual Financial Information shall contain the unaudited financial statements of the City, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document has been incorporated by reference in a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City must clearly identify each such other document incorporated by reference.

Section 5. Reporting of Specified Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of any credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) Modifications to rights of Bondowners;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds; and
- (11) Rating changes.

(b) The Trustee, upon obtaining actual knowledge of the occurrence of any of the Specified Events, shall promptly inform the Disclosure Representative of any Specified Event that has occurred, and shall request that the City promptly notify the Trustee in writing whether to report the event pursuant to subsection (e).

(c) If the City determines that the occurrence of a Specified Event is material to a Beneficial Owner of the Bonds, the Disclosure Representative shall promptly notify the Trustee in writing. Such notice shall instruct the Trustee to report the occurrence pursuant to subsection (e) below.

(d) If the City determines that the occurrence of a Specified Event is not material, the Disclosure Representative shall so notify the Trustee in writing and instruct the Trustee not to report the occurrence pursuant to subsection (e) below.

(e) If the Trustee has been instructed by the Disclosure Representative to report the occurrence of a Specified Event, the Trustee shall file a notice of such occurrence with each National Repository, or with the MSRB and the Arkansas State

Repository. The Trustee shall not be obligated to report the occurrence of a Specified Event if there is no instruction to do so from the Disclosure Representative. Notwithstanding the foregoing:

(i) notice of the occurrence of a Specified Event described in subsections (a)(1), (4) or (5) shall be given by the Trustee unless the Disclosure Representative gives the Trustee affirmative instructions not to disclose such occurrence; and

(ii) notice of the Specified Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Beneficial Owners of affected Bonds pursuant to the Indenture.

Section 6. Termination of Reporting Obligation. The City's obligations under this Agreement shall terminate if the City is no longer an "obligated person" within the meaning of the Rule. The City's obligations under this Agreement shall terminate upon the maturity, defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the City and the Trustee may amend this Agreement (and the Trustee shall consent in its discretion, such consent not to be unreasonably withheld, to any amendment so requested by the City), and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel, reasonably acceptable to each of the City and the Trustee, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule taking into account any subsequent change in or official interpretation of the Rule.

Section 8. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Specified Event, in addition to that which is required by this Agreement. If the City chooses to include any information in any Annual Financial Information or notice of occurrence of a Specified Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Specified Event.

Section 9. Default.

(a) In the event of a failure of the City to provide to the Repositories the Annual Financial Information as undertaken by the City in this Agreement, the Beneficial Owner of any Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations to provide Annual Financial Information or notices under this Agreement.

(b) Notwithstanding the foregoing, no Beneficial Owner of the Bonds shall have the right to challenge the content or adequacy of the information provided pursuant to Sections 3, 4 or 5 of this Agreement by mandamus, specific performance or other equitable proceedings unless the City shall have been given ninety (90) days' written notice by a Beneficial Owner of the Bonds to remedy the alleged inadequacy of the information provided and unless Beneficial Owners of Bonds representing at least 25% aggregate principal amount of outstanding Bonds shall join in such proceedings.

(c) A default under this Agreement shall not be deemed an Event of Default under the Trust Indenture, and the sole remedy under this Agreement in the event of any failure of the City or the Trustee to comply with this Agreement shall be an action to compel performance.

Section 10. Duties, Immunities and Liabilities of Trustee. [Article IX] of the Trust Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Trust Indenture. The Trustee shall have only such duties as are specifically set forth in this Agreement, and the City agrees to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to its own negligence or willful misconduct.

Section 11. Beneficiaries. This Agreement shall inure solely to the benefit of the City, the Trustee and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By: _____
Title:

EXHIBIT A

**NOTICE TO REPOSITORIES REGARDING
FINANCIAL INFORMATION**

NAME OF ISSUER: City of Fayetteville, Arkansas

NAME OF BOND ISSUE: \$_____ Sales and Use Tax Capital Improvement Bonds,
Series 2006A

DATE OF ISSUANCE: November __, 2006

NOTICE IS HEREBY GIVEN that the City of Fayetteville, Arkansas (the "City") has not yet provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of November __, 2006, between the City and Simmons First Trust Company, N.A., as trustee. [The City anticipates that the Annual Financial Information will be filed by _____.]

Dated: _____

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

cc: City of Fayetteville
Stephens Inc.

EXHIBIT B

List of Nationally Recognized Municipal Securities Information Repositories at the time of execution and delivery of the Continuing Disclosure Agreement

This list may change from time to time. The Agreement requires that information and notices be provided to each Repository. This list should be checked for changes each time information or notice is to be provided.

A current list may be obtained from the Securities and Exchange Commission over the Internet at <http://www.sec.gov/info/municipal/nrmsir.htm>.

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
<http://www.bloomberg.com/markets/rates/municontacts.html>
E-mail: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.dpcdata.com>
E-mail: nrmsir@dpcdata.com

FT Interactive Data

Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
Phone: (212) 771-6999; (800) 689-8466
Fax: (212) 771-7390
<http://www.ftid.com>
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
<http://www.kennyweb.com/kwnext/mip/pi/pidirectorycurrent.html>
Email: nrmsir_repository@sandp.com

BOND PURCHASE AGREEMENT

KUTAK ROCK LLP

DRAFT 09/26/06

November __, 2006

City of Fayetteville
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds,
Series 2006A

Ladies and Gentlemen:

On the basis of the representations, warranties and agreements and upon the terms and conditions contained herein, the undersigned, Stephens Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Fayetteville, Arkansas (the "City") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture defined and described below.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before midnight on November __, 2006.

1. **General.** Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of \$ _____ City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds"), at the purchase price (the "Purchase Price") of \$ _____ (equal to the par amount of the Bonds [less][plus] an offering [discount][premium] of \$ _____ and less underwriter's discount of \$ _____) plus accrued interest, if any, from November 1, 2006 to the Closing Date (hereinafter defined).

The Bonds shall be issued by the City pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 to the Constitution and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (the "Act").

The Bonds will constitute special and limited obligations of the City, secured solely by and payable solely from (1) a pledge of and lien on the receipts from (A) a one-quarter of one percent (0.25%) city-wide sales and use tax (the "0.25% Sales and Use Tax") and (B) a three-quarters of one percent (0.75%) city-wide sales and use tax (the "0.75% Sales and Use Tax"), each authorized under the Act and levied within the City pursuant to Ordinance No. 4891 of the City Council of the City which was adopted on June 20, 2006 (the "Election Ordinance"), which levies were approved by the voters of the City at a special election held September 12, 2006, and

(2) moneys on deposit in the Revenue Fund, Bond Fund, Redemption Fund and Debt Service Reserve Fund established by a Trust Indenture to be dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), all as more particularly described in the Indenture. [BOND INSURANCE?]

The Bonds shall be issued and secured pursuant to Ordinance No. _____ of the City Council of the City which was adopted on October __, 2006 (the "Authorizing Ordinance"), and pursuant to the Indenture. The Bonds shall have the maturities and interest rates as set forth in Exhibit A hereto. The Bonds shall be subject to redemption as set forth in the Indenture and in the Official Statement (hereinafter defined).

The proceeds of the Bonds will be utilized (i) to finance a portion of the costs of the Projects (as defined in the Indenture), (ii) to fund a debt service reserve, and (iii) to pay the costs of issuance of the Bonds. [BOND INSURANCE AND/OR SURETY BOND?]

The City will undertake, pursuant to a Continuing Disclosure Agreement to be dated as of the date of delivery of the Bonds (the "Continuing Disclosure Agreement"), to provide certain annual financial and operating information and notices of the occurrence of certain events, if material, as required by Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each hereinafter defined). The City is not in default with respect to any of its obligations under previous undertakings pursuant to the Rule.

In order to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the City will enter into a Tax Regulatory Agreement dated as of the date of delivery of the Bonds (the "Tax Regulatory Agreement").

2. **Bona Fide Public Offering.** The Underwriter agrees to make a bona fide public offering of all of the Bonds at the offering prices set forth on the cover of the final Official Statement described below.

3. **Delivery of Official Statement.** (a) The City has previously provided the Underwriter with copies of its Preliminary Official Statement, including the cover page and the appendices thereto, dated October __, 2006, relating to the Bonds (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement is "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1). The Preliminary Official Statement, as amended to conform to the terms of this Bond Purchase Agreement, including Exhibit A hereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement."

(b) The City agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement dated November __, 2006, relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule (as defined above) and with Rule G-32 and

all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver such final Official Statement within seven (7) business days after the execution hereof.

(c) The City hereby authorizes and approves the Preliminary Official Statement and the final Official Statement, consents to their distribution and use by the Underwriter and authorizes the execution of the final Official Statement by a duly authorized officer of the City. The City ratifies and confirms the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the public offering of the Bonds.

(d) The Underwriter shall give notice to the City on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **City's Representation and Warranties.** The City represents and warrants to the Underwriter that:

(a) The City is a duly organized and existing political subdivision under the Constitution and laws of the State of Arkansas (the "State"). The City is authorized by the provisions of the Act to issue the Bonds for the purpose of financing a portion of the Projects.

(b) The City has the full legal right, power and authority (i) to adopt the Election Ordinance levying the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (collectively, the "Sales and Use Taxes"), (ii) to adopt the Authorizing Ordinance authorizing the issuance of and sale of the Bonds, (iii) to enter into this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (iv) to levy the Sales and Use Taxes, (v) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (vi) to pledge irrevocably the receipts of the Sales and Use Taxes to the payment of the principal of, premium, if any, and interest on the Bonds, and (vii) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the City has complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(c) The City has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance of this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the final Official Statement, and (iii) the taking of any and all such actions as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received remain still in full force and effect.

(d) The Election Ordinance and the Authorizing Ordinance have been duly adopted by City Council of the City, are each in full force and effect and each constitutes the legal, valid and binding act of the City; and this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, when executed and delivered, will constitute legal, valid and binding obligations of the City, and this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement are enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When delivered to or at the direction of the Underwriter, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the City in conformity with the laws of the State of Arkansas, including the Act, and will be entitled to the benefit and security of the Authorizing Ordinance and the Indenture.

(f) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(g) The information contained in the Preliminary Official Statement is, and as of the Closing Date such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that Official Statements are no longer required to be delivered under the Rule or (ii) 25 days after the Closing Date, any event occurs as a result of which the Official Statement, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Upon the request of the Underwriter therefor, the City shall prepare and deliver to the Underwriter, at the City's expense, as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(i) Neither the adoption of the Authorizing Ordinance or the Election Ordinance, the execution and delivery of this Bond Purchase Agreement, the Bonds, the Indenture, the Continuing Disclosure Agreement or the Tax Regulatory Agreement, nor the consummation of the transactions contemplated herein or therein or the compliance

with the provisions hereof or thereof will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the Constitution of the State of Arkansas, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of its City Council or any of its officers in their respective capacities as such) is subject. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the City's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement have been obtained.

(j) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City, threatened, which in any way questions the powers of the City referred to in subparagraph 4(b) above, or the validity of any proceeding taken by the City in connection with the issuance of the Bonds or the levy of the Sales and Use Taxes, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or of any other document or instrument required or contemplated by the Bond financing, or which, in any way, could adversely affect the validity or enforceability of the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement or, to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or State of Arkansas tax laws or regulations.

(k) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(l) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(m) The collection history with respect to the City's previously levied sales and use taxes set forth in the Preliminary Official Statement under the caption entitled "HISTORICAL SALES AND USE TAX COLLECTIONS" is fair, accurate and complete.

(n) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture, or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5. **City's Covenants.** The City covenants with the Underwriter as follows:

(a) The City will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction. The City consents to the use by the Underwriter in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(b) Prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that final Official Statements are no longer required under the Rule or (ii) 25 days after the Closing Date, the City shall provide the Underwriter with such information regarding the City, the receipts from the Sales and Use Taxes, and the current financial condition and ongoing operations of the City, all as the Underwriter may reasonably request.

6. **Closing.** At 10:00 a.m. Little Rock time on November __, 2006, or at such other time and/or date as shall have been mutually agreed upon by the City and the Underwriter (the "Closing Date"), the City will deliver the Bonds, or cause the Bonds to be delivered, to or at the direction of the Underwriter, said Bonds to be in definitive form duly executed by the City and authenticated by Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer of federal funds payable to the order of the Trustee for the account of the City.

The Bonds shall be delivered to The Depository Trust Company in New York, New York, and the activities relating to the final execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement and the other documents related to the Bonds and the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 8 of this Bond Purchase Agreement shall occur in the offices of Kutak Rock LLP, 124 West Capitol Avenue, Suite 2000, Little Rock, Arkansas ("Bond Counsel") or at such other place as shall have been mutually agreed upon between the City and the Underwriter. The payment for the Bonds and simultaneous delivery of the Bonds to or at the direction of the Underwriter is herein referred to as the "Closing."

7. **Underwriter's Right to Cancel.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds hereunder by notifying the City in writing or by telegram of its election to do so between the date hereof and the Closing, if at any time hereafter and prior to the Closing:

(i) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation introduced previous to the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or

effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds or the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported or rereported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds or of any of the transactions contemplated in connection herewith, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds, or the Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(iii) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Exchange Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of the Indenture as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) any event shall have occurred or any information shall have become known to the Underwriter which causes the Underwriter to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(vi) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(viii) a general banking moratorium shall have been declared by federal, New York or State authorities; or

(ix) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(x) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(xi) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriter.

8. **Conditions to Underwriter's Obligations.** The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing, (b) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) The Bonds shall have been duly authorized, executed and delivered in the forms approved by the City in the Indenture with only such changes therein as the Underwriter and the City shall mutually agree upon, which shall in all instances be as described in the final Official Statement;

(b) At the time of Closing, (i) the Official Statement, this Bond Purchase Agreement, the Indenture, the Authorizing Ordinance, the Election Ordinance, the Continuing Disclosure Agreement and the Tax Regulatory Agreement shall be in full

force and effect and shall not have been amended, modified or supplemented from the date hereof, except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds and other funds shall be deposited and applied as described in the Indenture, (iii) no default or event of default under the Indenture shall have occurred and be continuing, and (iv) no material adverse change affecting the City or the Sales and Use Taxes shall have occurred, nor shall any development involving a prospective and material adverse change in, or affecting the business, financial condition, results of operations, prospects or properties of the City have occurred;

(c) Receipt of fully executed originals of the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement at or prior to the Closing;

(d) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and Bond Counsel:

(1) A final approving opinion of Bond Counsel, dated the Closing Date, in substantially the form set forth in Exhibit B hereto;

(2) A supplemental opinion of Bond Counsel, addressed to the City, the Trustee and the Underwriter and dated the Closing Date, in substantially the form set forth in Exhibit C hereto;

(3) The Official Statement executed by a duly authorized officer of the City;

(4) Certified copies of the Authorizing Ordinance and the Election Ordinance and all other ordinances and resolutions of the City relating to the Bonds;

(5) Certified copies of the Notice of Election and Mayor's Proclamation of Election Results, together with proofs of publication thereof;

(6) Photocopies of the Bonds as executed and delivered;

(7) [BOND INSURANCE POLICIES];

(8) A letter from Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., to the effect that the Bonds have been assigned a rating of no less than "___", which rating shall be in effect as of the Closing Date; [BOND INSURANCE LANGUAGE]

(9) [SURETY BOND?];

(10) A certificate, in form and substance satisfactory to the Underwriter, of any duly authorized officer or official of the City satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (i) each of the City's representations, warranties and covenants contained herein are true and

correct as of the Closing Date; (ii) the City has duly adopted the Authorizing Ordinance and the Election Ordinance by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and has duly authorized the execution, delivery and due performance of the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Official Statement and this Bond Purchase Agreement; (iii) no litigation is pending, or to the knowledge of the officer or official of the City signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Sales and Use Taxes, the Official Statement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, or this Bond Purchase Agreement; (iv) the Bonds, the Indenture, this Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, as executed and delivered by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City; (v) since December 31, 2005, there has not been any material adverse change in the financial condition or results of operations of the City whether or not arising in the ordinary course of business, other than as set forth in the Official Statement; (vi) neither the Authorizing Ordinance nor the Election Ordinance have been amended, modified or repealed as of the Closing Date, and the Authorizing Ordinance and the Election Ordinance remain in full force and effect; (vii) none of the proceedings of the City taken preliminary to the issuance of the Bonds, as certified in such certificate, including the levy of the Sales and Use Taxes, have been in any manner repealed, amended or changed; (viii) the City has complied in all respects with the provisions of the Act and has full legal right, power and authority to levy the Sales and Use Taxes and to issue the Bonds for the purposes stated in the Act and to enter into this Bond Purchase Agreement, to adopt the Authorizing Ordinance and the Election Ordinance, to issue, sell and deliver the Bonds as provided in this Bond Purchase Agreement, and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement; (ix) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (x) to the best knowledge of the officer or official of the City signing the certificate, no event affecting the City or the Sales and Use Taxes has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is used that is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(11) An opinion of Kit Williams, Esq., City Attorney, dated the Closing Date and addressed to the Underwriter, Bond Counsel and the Trustee, to the effect that (i) the City is a duly organized and validly existing political subdivision and city of the first class, organized under the laws of the State of Arkansas, with full power and authority to adopt the Authorizing Ordinance and

Election Ordinance, to levy the Sales and Use Taxes, and to execute and deliver the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement; (ii) the City has duly approved the Preliminary Official Statement and the Official Statement; (iii) the Authorizing Ordinance and the Election Ordinance have been duly adopted by the City by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and each remains in full force and effect; (iv) the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement have been duly authorized, approved, executed and delivered by the City and, subject to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, constitute valid and binding agreements of the City enforceable in accordance with their terms; (v) the information in the Official Statement under the captions "THE PROJECTS," "THE CITY" and "LEGAL MATTERS" (apart from financial or statistical data contained or incorporated therein, as to which no view need be expressed) is fair, accurate and complete and does not omit any matter which, in such counsel's opinion, for the purposes for which the Official Statement is to be used, should be included or referred to therein; (vi) excepting those matters discussed in the Official Statement, there is no action, suit or proceeding at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the City, challenging the validity of the transactions contemplated by the Official Statement or the validity of the Bonds, the Sales and Use Taxes, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement and, to the best of such counsel's knowledge, there is no investigation, pending or threatened, and no threatened action, suit or proceeding involving any of the matters hereinabove mentioned in this clause (vi); (vii) the execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement, and compliance with the provisions hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject; and (viii) based upon the examinations which such counsel has made as counsel to the City, which shall be specified, nothing has come to such counsel's attention which would lead such counsel to believe that the Official Statement (except for the financial statements and other financial data included in the Official Statement, as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(12) Evidence that Federal Form 8038-G has been executed by the City and is ready for filing with the Internal Revenue Service.

(13) Evidence that, except as disclosed in the Official Statement, all necessary approvals, whether legal or administrative, have been obtained from applicable federal, state and local entities and agencies; and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter and Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. **Conditions to Obligations of the City.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

10. **Survival.** All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing. The obligations of the City under Sections 11 or 12 hereof shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. **Indemnification.** The City, to the extent permitted by law, agrees to indemnify and hold harmless the Underwriter, each member, officer, director, partner or employee of the Underwriter and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses (including any legal or other expenses incurred by an Indemnified Party in connection with investigating any claims against an Indemnified Party and defending any actions) whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or alleged untrue or misleading statement or omission in the information contained in the Official Statement; provided, however, that the City shall not be liable to an Indemnified Party in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the City by the Underwriter specifically for use therein.

No Indemnified Parties shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the negligence of such Indemnified Parties.

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the City, the Indemnified Parties shall promptly notify the City in writing, and, to the extent permitted by law, the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless employment of such counsel has been specifically authorized by the City. The City shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided in this Bond Purchase Agreement and to the extent permitted by law.

12. **Payment of Expenses.** The City will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, expenses of mailing or delivery of the Bonds, legal publication costs, costs for obtaining CUSIP numbers on the Bonds, fees payable to The Depository Trust Company relating to the Bonds, Federal Funds charges, costs of printing the Bonds, the Preliminary and final Official Statements, any amendment or supplement to the Preliminary or final Official Statement and this Bond Purchase Agreement, fees and disbursements of Bond Counsel, accountants' fees and expenses, any fees charged by investment rating agencies for the rating of the Bonds, bond insurance premiums, if any, fees of the Trustee and any paying agent fees, and any fees and disbursements in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of the various jurisdictions and the preparation of "Blue Sky" memoranda. In the event this Bond Purchase Agreement shall terminate because of the default of the Underwriter, the City will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds, including the fees and expenses of any counsel retained by the Underwriter. If the City defaults under this Bond Purchase Agreement, the Underwriter may bring whatever legal action it may have against the City to recover damages, if any, incurred by the Underwriter.

13. **Notices.** Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the Mayor at the address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stephens Inc., 3425 North Futrell, Suite 201, Fayetteville, AR 72703, Attention: Mr. Dennis Hunt.

14. **Nonassignability.** This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successor or assign of the Underwriter), and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. **Applicable Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

16. **Counterparts.** This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

STEPHENS INC.

By: _____
Authorized Representative

Accepted and agreed to as of _____ p.m.
on the date first above written:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

EXHIBIT A
MATURITY SCHEDULE

(____ 1) Maturity	Principal Amount	Interest Rate	Yield	Price
2007	\$	%	%	%
2008		%	%	%
2009		%	%	%
2010		%	%	%
2011		%	%	%
2012		%	%	%
2013		%	%	%
2014		%	%	%
2015		%	%	%
2016		%	%	%
2017		%	%	%
2018		%	%	%
2019		%	%	%
2020		%	%	%
2021		%	%	%

(with accrued interest on all Bonds from November 1, 2006)

* Mandatory sinking fund redemption.

EXHIBIT B

PROPOSED FORM OF BOND COUNSEL APPROVING OPINION

Upon delivery of the Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

November __, 2006

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

[BOND INSURER]

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its \$ _____ Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (as from time to time amended, the "Act"), pursuant to Ordinance No. ____ of the City, duly adopted and approved on October __, 2006 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Election Ordinance and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Election Ordinance and the Authorizing Ordinance, and the due

authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Election Ordinance, the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and the Act, the City is empowered to adopt the Election Ordinance and the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Bonds.
2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.
4. The Bonds have been validly authorized, executed, issued and delivered by the City and represent valid and binding special obligations of the City. The principal, premium, if any, and interest on the Bonds shall be payable from, and shall be secured by an assignment and pledge by the City to the Trustee of, the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (each as defined in the Indenture).
5. The receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax have been duly and validly assigned and pledged to the Trustee under the Indenture, and the Indenture creates, as security for the Bonds, a valid security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & Supp. 2005) Section 4-9-109(d)(14), the pledge, assignment and security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said receipts to enforce a judgment against the City on a simple contract, and it is not necessary to file a Uniform Commercial Code financing statement in order to perfect a security interest in the receipts of the 0.25% Sales and Use Tax or the receipts of the 0.75% Sales and Use Tax.
6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be

included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

7. The interest on the Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

8. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Bonds.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT C

PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION

November __, 2006

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

[BOND INSURER]

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006

Ladies and Gentlemen:

This opinion supplements our bond approving opinion, dated the date hereof, relating to the above-captioned bonds (the "Bonds"). Except as otherwise defined herein, the terms used herein shall have the meanings prescribed for them in said opinion.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

In addition to the documents specifically mentioned in the approving opinion, in connection with this opinion we have also examined:

- (a) An executed counterpart of the Bond Purchase Agreement dated November __, 2006 (the "Bond Purchase Agreement"), by and between the City and Stephens Inc., as underwriter (the "Underwriter");
- (b) An executed counterpart of the Continuing Disclosure Agreement dated November __, 2006 (the "Disclosure Agreement"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee");

(c) An executed counterpart of the Tax Regulatory Agreement dated November __, 2006 (the "Tax Regulatory Agreement"), by and between the City and the Trustee; and

(d) Portions of the Official Statement dated November __, 2006, with respect to the Bonds (the "Official Statement"), captioned "INTRODUCTORY STATEMENT," "THE BONDS," "SECURITY FOR THE BONDS," "ESTIMATED SOURCES AND USES OF FUNDS," "THE SALES AND USE TAXES," "DEFINITIONS OF CERTAIN TERMS," "SUMMARY OF THE INDENTURE," "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT," "TAX EXEMPTION," and "APPENDIX A – Form of Opinion of Bond Counsel" (the "Relevant Captions") insofar as they relate to this opinion.

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Underwriter, the Bond Purchase Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

2. The Disclosure Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Disclosure Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

3. The Tax Regulatory Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Tax Regulatory Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

4. The statements contained in the Official Statement under the Relevant Captions, insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture and the Continuing Disclosure Agreement, or conclusions of law and legal opinions, are true, accurate and correct summaries thereof in all material respects and do not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

The enforceability of the respective obligations of the parties to the documents and other items described above, and the availability of certain rights and remedies provided for therein, may be limited by bankruptcy, receivership, insolvency, reorganization, moratorium, marshalling or other similar statutes or rules of law affecting creditors' rights and remedies, to general principles of equity and to the discretion of any court in granting any relief or issuing any order, whether the proceeding is considered a proceeding at law or equity. In particular, the right to indemnification under any of the documents or other items described above may be limited by federal or state securities laws or by the public policy underlying such laws.

This opinion is being rendered to you solely for your use and benefit and may not be relied upon in any manner, nor used, by any other person.

Very truly yours,

Aldermen

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

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



**City of Fayetteville Arkansas
Special City Council
Meeting Minutes
July 17, 2006**

A special meeting of the Fayetteville City Council was held on July 17, 2006 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

This was a joint meeting of the City Council and Planning Commission to discuss the City Plan 2025 and Future Land Use Map.

Mayor Coody called the meeting to order.

CITY COUNCIL PRESENT: Alderman Thiel, Cook, Marr, Ferrell, Lucas, Jordan, Mayor Dan Coody, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

CITY COUNCIL ABSENT: Reynolds and Rhoads

PLANNING COMMISSIONER'S PRESENT: Ostner, Myres, Graves, Harris, Clark, Trumbo, and Anthes.

PLANNING COMMISSIONER'S ABSENT: Bryant and Lack
Pledge of Allegiance

New Business:

City Plan 2025 and Future Land Use Map Adoption: A resolution adopting City Plan 2025 and the Future Land Use Map as the Comprehensive Land Use Plan for the City of Fayetteville.

Tim Conklin, Planning and Development Manager Director: I appreciate this opportunity to have this joint discussion with the Planning Commission and City Council along with the community. I think it is very important that as we look at our growth and development that is

occurring within our community that we discuss how that growth impacts our city. I would also like to thank the staff for all their planning and hard work, not just the Planning staff but other departments that have provided the technical support to bring this draft forward.

The reason we need to update the plan, we look at every five years updating our Comprehensive Plan. We have experienced a lot of growth, there are some areas of Fayetteville that if you look at the housing and the infrastructure that has occurred, five years seems to be a short period of time but in Fayetteville, Arkansas rapid change can occur. The City Plan 2025 directly relates to the goals and principles that you outlined with the process you did with the strategic plan, planned and managed growth for the City. This is a plan about big ideas. I would like to remind the Planning Commission, Council and citizens that this is a Comprehensive General Plan, looking at ideas of how we want to grow this city. It involved extensive public input, it looked at how we visualized change and how we create places and reclaim lost space.

Several years ago at a City Council meeting we talked about what we are planning, I am sure you as elected and appointed officials are asked by citizens what we are planning for the future of this community, what type of community we are planning, are we being reactive or proactive. Are we creating complete communities, are there development patterns that are desirable, are there development patterns that have created some issues that we are dealing with today that we have implemented in the past. City Plan 2025 tries to address these larger ideas of community planning and urban planning that we are looking at. How to create community, how to create livability, sustainability, how to look at how development can be environmentally sensitive, how different development patterns consume more land, how some development patterns consume less land, how those different development patterns can reduce traffic congestion and vehicle miles traveled. These ideas from a broad perspective or a policy we will be discussing as a community, tonight and into the future as we begin to implement City Plan 2025.

Dover, Kohl and Partners were the lead consultants on this project. They talked about systems and development patterns and the geography of the city and how we grow a city and the implications of that growth and how we plan it. They looked at Fayetteville historically, how it was planned and some of the development patterns that we see today. What Dover, Kohl asked you as a Council and Commission along with the School Board and the County and other entities that were invited to the policy summit was to look at how to provide solutions to address some of these issues. I hope this evening as we discuss this plan that we can look at solutions to some of the issues that we are facing as a community. This is something that will be implemented over time, it is not immediate.

Karen Minkel, Long Range Planner: I am going to refresh everyone's memory about the process that we went through for City Plan 2025 and then walk you through the different pieces of that plan.

This process started in September, 2005 when we held six different focus groups and began asking citizens about what they wanted to see in the 2025 Plan. We also collected input through a website that has had over 125,000 individual hits since mid December and has actually been cited by the American Planning Association as the best practice for a communication tool. We think it has been very successful and is the first time we have really used something like that for a planning process.

We had a ten day intensive charrette that most of you participated in and we also had the unprecedented gathering of elected and appointed officials from the area policy summit and a final community presentation. The draft that you have in front of you has been unchanged since the beginning of June when it was first distributed. The meat of the document has been available to the public since the end of February.

At that charrette we had the open design studio for hands on design sessions in different parts of the city, an open house and a work in progress session. During that ten day intensive period hundreds of citizens participated and have somehow touched this document that you see in front of you.

Chapter 2 through 8 is an update from the General Plan 2020. It is an analysis of current circumstances. Most of the data that is used is from the 2000 census. We only updated numbers if we had new information from the Regional Planning Commission or the Center for Business and Economic Research at the University, otherwise that data is unchanged. We do plan to update it once our population counts have been certified through the special census. Other than that we have really added a lot of graphics to that section which we think enables the community to really visualize what we are talking about when we talk about historic and culture resources.

The next section, Chapter 10 is really the meat of this 2025 Plan and that is the policy framework and benchmarks. It includes the community vision and the over arching goals of the plan. It also includes a timeline for implementation. This is something that was specifically asked for at the policy summit from our elected and appointed officials. We have gone through and created benchmarks for both the staff and our elected and appointed bodies over the next five years until the next update. In that section is a visual depiction of change over time. That is one of the key things that separate the City Plan 2025 from the General Plan 2020.

The next chapter is Chapter 11 it is an economic analysis, it looks at our current trends and compares it to some of the patterns that are suggested in City Plan 2025. The Guiding Policy section is the section that has been recently updated. That is the packet that you received several weeks ago that included the proposed Future Land Use Map. It was an update to the Guiding Policies that were in the General Plan 2020. This has been reviewed by current and long range planning staff. We really looked at how this can be a better tool for current staff as we review development and then also for our elected and appointed officials as they review current development that is coming through. In that section it had a description of the different elements you see in the proposed Future Land Use Map and then it had a section on Community Character. The Community Character Section has been removed because we felt that what was in there should really address what was on the map; however each element in the Community Character Section has been cross referenced with something that is currently in the City Plan 2025. So no element that was in there has been lost.

The Master Street Plan text is included but no changes have been made. We are currently working on a revision of that section and a revision to the Master Street Plan. The reason that it was not included in this draft that you have in front of you was because the last time there was an update to the Master Street Plan there were 26 meetings involved. We felt it would be better to take that through the traditional process of first going to the Planning Commission and then to the City Council to have ample time for public comment. It has not been discussed at most of the public input sessions that we have had for City Plan 2025. Also one of the objectives in the City Plan 2025 states that community planning and community design should out rank

transportation. Transportation planning follows that community planning and we are trying to keep in line with that. After this has been approved then we will bring forward the Master Street Plan for your review and approval.

Tim Conklin: On the Future Land Use Map that we have proposed for City Plan 2025 we removed the office category and reclassified that in many instances as mixed use. The purpose of that is that an office is allowed in many different zoning districts and also we have utilized that to allow different housing types within the R-O. The Historic Commercial that was downtown that we designated in 2000 we have shown that as a Neighborhood Plan type to reflect the Downtown Master Plan. Keep in mind the different scales of plans that we are talking about, this is citywide with the planning area over 31,000 acres in the city versus 350 acres so the downtown is a very small area specific plan. Areas where new development has changed the land use pattern based on City Council approval, those have been reflected in the new Future Land Use Plan. We also have within our plan on a separate map sector Overlay Districts that show where the City would encourage growth and infill to occur. That is something new that was recommended through this process to targeted growth areas, that is something that will also show up that will not be on the Future Land Use Plan but on a separate map. Those are the main changes that have been made to the Future Land Use Plan.

Karen Minkel went over the meeting process.

Mayor Coody opened the meeting for public comment.

Fran Alexander, a citizen: On the glossary which is on Page 167, By Right Permit says see deviations, there are no deviations. I think you need that definition in there. My other comments have to do with your form based code which allows for mixed use. On Page 67, action 3, develop and impalement a Form Based Code that allows for Mixed Use Development. The second sentence, a zoning process that requires additional hearings and variances increases the risk of time and money to developers but has not proven affective and guaranteed the desired results. I would like to know the meaning of that sentence and what we are talking about in the way of a policy when it comes to what these hearings and variances are and exactly what do they mean by the risk of time and money to developers. I think that needs to be discussed and definitely formalized in the way of a policy. I think that is rather vague.

On Page 68, Action 4, allow as of right traditional neighborhood form development. I believe the term as of right is defined in the glossary as by right permit. This is also a term that I think needs to be clarified for the public. It is difficult to understand exactly what is meant by this terminology and what the consequences of this terminology will be in the planning process. Those are generally the comments that I have to make right now. This is a very long complicated process and document. I think the public should be able to respond to any of your discussions later. Thanks.

Pete Heinzelmann, a citizen: Patty Erwin could not be here tonight she has asked me to read a letter that she wrote.

I have had the opportunity to be involved in the City of Fayetteville's green space program since its inception in the 1980's. First as the City's horticulturist in the Parks Department working with concerned citizens to develop a tree ordinance and then as staff working to develop the park land green space mitigation program. As a State Urban Forestry Coordinator I continue to have

the opportunity to work with city staff and organizations who participate in our urban and community forestry grant program. The Fayetteville Natural Heritage Association received a grant this past year to help the city determine those areas in and around the community that are forested areas and provide environmental services such as clean air and water and recreational opportunities that we appreciate here in Fayetteville. These areas have been identified and are on target with some of those same areas in the 2025 Plan. That grant is using the GIS system; we are using it in conjunction with the Nature Conservancy office in Fayetteville and also with the Landscape Architectural Department at the university. The Arkansas Forestry Commission has another program entitled Forestry Legacy. This program offers funding to government entities to purchase land from property owners who wish to conserve it in some way and to maintain land or land use rights to maintain benefits of the forested properties. By adopting the Future Land Use Map as outlined the Council will increase the opportunity of the Fayetteville Natural Heritage Association to help the city qualify for this funding. In this area the director for this program in the state, Jim Jolly, has recently been here. He gets funding for these grants from the National Forest Service. They have allocated up to \$13 million for the State of Arkansas and possibility \$2 million for Northwest Arkansas that can be used as grants to preserve qualified areas which are forested areas. He has recently been here and looked at some areas where some of the land owners are interested in preserving the land but needed a way to make it work financially for them. It would be advantageous for him when he makes this grant at the national level if he could state that the city as backed up this idea of preserving green space through this 2025 Plan. That would help the chance of getting the grant. This is a grant that comes up annually so the city will have this opportunity to obtain green space for parks, trails and the preservation of natural areas. I ask the City Council to adopt the Future Land Use Map and enhance Fayetteville's opportunity to qualify for the forest legacy program and maintain the livability of our community.

Mayor Coody: I want to take this opportunity to thank you for your leadership and involvement in helping Fayetteville be a better town. What you have done with the FNHA is remarkable. We all owe you a debt of gratitude; I want to say publicly thanks for everything you have done for the community.

Pete Heinzelmann: Thank you. There are a lot of people working that have made the things that we are trying to do happen. There are a lot of talented and committed people on the board of Fayetteville Natural Heritage Association and a great deal of people in this town that have backed this idea not only with their words but with their pocketbooks. We are continuing to work on fulfilling our commitment to this city for Mount Sequoyah Woods. We are actually getting pretty close to getting there.

Ken Stout, a citizen: I just wanted to call attention to a huge elephant that is in this room and the elephant is a question for everybody up here. Why should the people who love Fayetteville not be cynical about the overall goals that were asked to be talked about for over two years and the money spent and the time spent doing this. I am surprised that anybody is here. Why should we believe anything that is being done after the Divinity thing was allowed to go through? Could you answer that?

Mayor Coody: I know that a lot of people are upset about Divinity passing but this is one of those issues where people on both sides of the isle have good points and it did come down from 15 stories to 9.

Ken Stout: It is 169 feet tall.

Mayor Coody: Certainly it is not perfect but the fact that it came in without any kind of height limitation certainly was an issue. One comment that I have heard about how it did not fit with the Downtown Master Plan, one of the issues that we did have to deal with was the Master Plan called for more residential downtown, more walkability, and more people downtown in a walkable environment. It called for more retail on Dickson Street, and bringing more business downtown, so a lot of those elements it does fulfill in the Downtown Master Plan.

Ken Stout: But that could have been done with a building of much smaller scale.

Mayor Coody: That debate has pretty much been settled.

Ken Stout: It should not have been.

Mayor Coody: Well I am sorry.

Ken Stout: Why should we not be cynical about this?

Mayor Coody: You are welcome to be cynical I guess but I don't see that there is much future in that.

Ken Stout: There is a lot of future in checking what the city does; it doesn't pay attention to over two years of work from the citizens.

Mayor Coody: Well some of us would disagree with that. Thanks Ken.

Len Schaper, a citizen: I am delighted to see this 2025 Plan finally coming to Council. I initiated the start of the 2020 Plan shortly after I was elected to Council back in 1993. I did it because the projections of the 2010 Plan were woefully obsolete even at that time and now we have the same opportunity because the projections of the 2020 Plan are obsolete and we definitely need a new plan. I looked at some of the housing numbers quoted in the document and between 1990 and 2000 there were roughly 6,600 new housing units added in Fayetteville. That was kind of out of line with what the 2020 Plan predicted in terms of its eventual population projection which was about 600 new dwelling units per year. From 2000 to 2004 there have been 5,300 dwelling units added in the City of Fayetteville that is over 1,000 per year. Obviously the stuff that was in the 2020 Plan is obsolete and it needs to be reworked and I am glad to see a vehicle to do that. There are some very good goals in this plan. The first one to make infill and revitalization the highest priorities, the second one is to discourage suburban sprawl, if I remember we wanted to discourage suburban sprawl in the 2020 Plan as well. As I look back on the development that has occurred it is a classical picture of suburban sprawl because our codes allowed that to happen and in fact encouraged it to happen. The words that are in the plan are not the critical thing. You can argue about this phrase or that phrase frankly in the end it probably doesn't mean too much. The key though will be what you do with this plan in terms of implementing the regulations to enforce the vision that you want to have for the city. It has taken a long time with the downtown plan to go from the planning process and Dover, Kohl's excellent planning process to implementation of the code. In fact it is up for discussion soon. Beware because even now that code has been watered down and changed in ways that will be very destructive to the vision that came out of that planning process. People are worried

about traditional buildings and setbacks versus build to lines; they are worried about height restrictions and about minimum heights. If you want to get the vision that the Dover Kohl process came up with through the citizen participation, you better revisit what was originally in those regulations and go back to some of them. The same way discouraging suburban sprawl, how are we going to do that, how are we going to do incentives, the core development, revitalization and infill, where are the incentives going to come from to do that versus suburban sprawl. The land is still cheap out there versus the land that is expensive in the core. How are you going to make that development happen? You have got to take the framework and put meat on the bones. One thing that is under consideration is a huge annexation between here and Farmington and if you go ahead and do that annexation without having a development plan in place first we are just going to get more of the same. Every property owner is going to come in with his or her zoning request to build another subdivision of houses or a commercial development along the strip. We are not going to get the kind of neighborhoods that this document says that we want, if it is business as usual and if you do that annexation without having a plan in place first. I would encourage you to go forward with this but don't stop with this. This is the bones you have got to put the meat on the bones in up coming debate and please get the meat on the bones of the downtown plan so that we don't have to worry about cynicism because we will have regulations that will be clear and people will come in with developments to meet those regulations. Thanks!

Cyrus Young a citizen: City Plan 2025 that is what they are calling it but it is a General Land Use Plan. The reason I point this out is because that is what the statutes and the court rulings refer to it, as a General Land Use Plan or just the Plan. This is a much bigger document than you think it is. I assume you think you discuss this and then pass it and then it just sits on the shelf. That is the way it has been done in the past but the General Land Use Plan is a huge document and the courts have said you have to follow it if you pass it. It is more than just the bones that is the plan you don't just have to follow the ordinances you have to follow the plan. I would urge the City Council not to pass this plan, do not adopt it. I urge you to rescind all of the other plans because if you are not going to follow the plan, don't have the plans on the books, it is a cruel joke to the people of Fayetteville that their property rights are protected. The Divinity project demonstrated that. Do not have anything on the books because there are lawsuits waiting out there in the wings if you do not follow the plan somebody can file a lawsuit if the city fails to follow the ordinances and their plan and the courts can rule that you have to follow it. Thank You.

Roy Emerson a citizen: I chose to live here because of the quality of life. I live in that annexation area towards Farmington, when I drive by there every day it is pretty interesting to see which trees make and which don't. Besides being what I would consider an environmentalist I am also for business and growth because that's what feeds me and pays most of our pay checks. That is what has made this area able to sustain the growth that it has had. We have to find a way to work together on these things. I would just like to bring to everybody's mind that we share this area with a lot of different animals and a lot of different kinds of people and that is what makes it so great to live here. I would like my son in 2025 to realize the reasons that I chose this place as a home for him and his family.

Mayor Coody closed the meeting to public comment.

Mayor Coody: The word cynicism has been used a few times this evening and I really want to try to get people to realize that the world isn't perfect and a lot of times things happen that we don't agree with and if we always focus on those things that we don't agree with then it is easy to become cynical. Too often it is easy to overlook all the good things that are going on in town. We have accumulated almost 800 to 900 acres in green space the last few years, we have a killer trails program going on, the paving programs and the way people are restoring buildings. There are a lot of good things going on in Fayetteville, Arkansas that wouldn't be happening if we weren't experiencing the kind of economic growth that we are having right now. That is the upside to all the things that are going on. I hope that as people focus on the negative that there is always room to at least recognize and respond to the positive as well.

Commissioner Anthes: I think Ms. Alexander had a couple of questions about the form based code in the hearing and variances section. Can staff respond to those questions?

Tim Conklin: There has been a lot of discussion with regard to a form based code; I think the question I understood was how that works with regard to as of right development. The idea behind the form based code and the language in there is to create predictability in the development process with community input. That is the reason we went through that process for the Downtown Master Plan and the City Plan 2025 is to gain and gather community input on what they would like to see. The idea for the visualization of this community as a whole is to create codes that will allow us to have more predictability not just for the developer but for the community as a whole and what actually gets built. That is one of the primary reasons why staff thought it would be a good idea to bring the Council and the Planning Commission together this evening. There does seem to be a sense of urgency to get implementation, actions or measures on the books, the meat on the bones. To address that question yes, it is in there, I do not believe we are going to have a form based code for every part of Fayetteville but as we look at area specific plans and we identify the desired development patterns that we have, we should be able to, as a community, develop that type of regulation. As with any ordinances we do have variance procedures currently either through the Planning Commission or Board of Adjustment that is something that is dealt with depending on the project and the findings that have to be made. Once again the idea is there are different development patterns, can we identify the type of development that we desire in this community if so lets provide incentives, lets codify it and then if there are projects that come in that do not meet those particular standards that there are means and methods to look at those projects just as we do through the PZD process.

Karen Minkel: I also wanted to add that I think Ms. Alexander had a question about allow as of right traditional form development. I also wanted to clarify that form based code doesn't equal as of right development they are two separate things. The as of right development is an incentive for developing whatever has been put in place but they are not the same thing. Form based code doesn't equal as of right development.

Commissioner Anthes: I can't speak for Ms. Alexander but the way I understood the question was that we have items in the glossary that we relate to specific processes or definitions that do not necessarily appear in this policy document. Is it the intent of staff that that would be part of the code and that it would follow this policy document.

Karen Minkel: Part of it was to catch any terms in here that might be unclear to the general public or someone that is not a planner but it also includes phases that might be used in planning

in general that are not maybe necessarily within in this document but that could come up in later discussions. The glossary is really more of a resource than an indication of anything to come.

Commissioner Anthes: If there was a policy enacted about as of right development or a form based code then the hearings and variance sections would be clarified.

Karen Minkel: Right. I also want to say that this is a broad look at policies. It says a form based code but there are many shapes that a form based code can take. This does not get into that level of detail because that would need to have multiple discussions.

Alderman Marr: So the statement in this by right permit definition that ends see deviations there is no definition of deviations. That is on Page 167.

Karen Minkel: That is probably a mistake that would need to be either included or excluded; it was not referring to any specific deviations. The definitions and terms were extracted from elements of the smart code. The smart code may have included deviations but it wasn't relevant to this plan so that is probably something that needs to be deleted but it is not referring to anything we had in mind.

Commissioner Anthes: I had a couple of other questions that have to do with definitions in the glossary that refers back to when we start looking at the Future Land Use Map that map has regional commercial and community commercial called out but those aren't included in the definitions. Will you describe the intent of those two areas?

Karen Minkel: Those can be included.

Commissioner Anthes: When we go on to talk about that map later this evening, the regional commercial, are we to think about that as a traditional strip development pattern or are we thinking about regional commercial in a different way?

Karen Minkel: It is defined in Chapter 12. It has an extended description of regional commercial areas and it doesn't give any context in terms of whether it is development or traditional neighborhood form. That is on Page 112. That actually has a description of all the land use types that are on the Future Land Use Map.

Commissioner Anthes: On Page 70 the objectives that talk about timing of development ordinances, concurrent development, impact fees that are structured across the city but there is no embellishment underneath those two objectives. When would we expect to see that?

Karen Minkel: This is the section that Dover, Kohl primarily wrote and there wasn't an explanation for each description of that, it is not blank because we were going to fill it in that was just the way the document is. There is an extended description on timing of development.

Commissioner Anthes: I am aware of the discussion of it but I was wondering how staff is envisioning concurrency within our development practices because currently we do not have anything like that in the City of Fayetteville.

Karen Minkel: I think that in the benchmarks in the first year it talks about concurrency and what staff would do. On Page 97 it specifically addresses that objective and says in the first year

staff will work on identifying the criteria that indicates the impact of development on city services and then we would submit that to the Planning Commission and the City Council for their approval so we all agreed on what we need to be looking at. Then in the second year staff would provide different policy options with a recommendation.

Commissioner Anthes: Thank you.

Karen Minkel: On Page 73 is the extended description if any elected or appointed officials or members of the public want to reference that.

Alderman Thiel: Did you not say the Planning Commission would discuss this and then we would discuss it or is this a joint meeting right now?

Karen Minkel: It is a joint discussion right now.

Mayor Coody: Karen I know you and I have spoken about this and things were highlighted in some of these areas but for the record one of the things that we need to look at in this plan is incentives to get developers to do the things that we need done in town. To give an example we passed a six story limit on Dickson Street and what some cities might have done in a case like this was to say four stories use by right and if you want the other two stories to make it six stories you have that option if you do one of several things. Which could be affordable housing, public art, green building codes, things to give an incentive for a developer or builder to do the things the city sets out as goals and there is something in it for them to do that. I know you highlighted some of these things would you mind mentioning your perspective on that?

Karen Minkel: Sure. Some of those are a part of this especially in terms of transfer of development rights increasing density in different areas that have been targeted for growth. There were two comments at the policy summit, one was about attainable housing and one was about creating incentives for green buildings. While the City Plan doesn't say specifically this is how it should be done there are several areas that mention where those incentives could come into play. For example if we did another area plan in a different part of the city that the community and Council thought was a key area we would need to plan things out. If we adopted something similar to a form based code, we could also look at different incentives like providing density bonus to developers who are including a certain percentage of attainable housing or a certain percentage of green buildings within their development. That is where something like that might come into play.

Alderman Lucas: On Page 67 you mentioned about that very thing and I was wondering why you didn't have the Downtown Master Plan as part of that you mentioned several areas but you did not mention the Downtown Master Plan area. I thought one of the things was that we wanted to have affordable or attained housing in the downtown area.

Karen Minkel: On Page 67 because we were proposing potential candidates for an area plan and since the Downtown Master Plan has already been identified that is why it is not mentioned there. It wasn't because we felt those incentives should not be included in part of the Downtown Master Plan.

Alderman Lucas: I don't recall them in the Downtown Master Plan are they in there?

Tim Conklin: They were not necessarily listed as incentives. There was a component for inclusionary zoning that was talked about in that plan. The incentive in the Downtown Master Plan was the architectural, design standards and guidelines with a two tiered system. Your development meets the design standards and guidelines as of right development, they do not meet the design guideline standards architectural review. One of the incentives was to create a pallet or some standards for design within our downtown as an incentive.

Alderman Lucas: So that should be in the Downtown Master Plan if we have it for green buildings and attainable housing, we should have those in the Downtown Master Plan, is that what you are saying and not in this?

Tim Conklin: This is city wide; I think it is a city wide policy to do attainable housing. I think that is one of the concerns that staff and Dover, Kohl has that it should be a city wide policy not just specifically downtown. If it were a green building policy or an inclusionary zoning policy then it would impact downtown.

Alderman Lucas: I see.

Alderman Thiel: By additionally granting this as of right development it concerns me that we are not getting anything for this and if we adopt this with basically that concept in mind then at what point will we be able to come back and say we are going to offer this if you give us a percentage of housing that is affordable in your project. There are examples throughout the nation that we can use as far as criteria. This bothers me that we are basically saying we are adopting this policy as is and there is nothing in here about attainable housing or inclusionary housing or requiring it. If we adopt this as it is we are saying this is what we are granting you and we are not asking for anything for this. I guess that bothers me, the same thing with a green building. This is not dealing with heights necessarily so I guess if you are going to look at heights as being the carrot that would be another conversation. It does concern me that nothing ever got addressed about attainable housing.

Karen Minkel: Staff has been working on an attainable housing white paper that has a range of policy options to increase attainable housing within the city. One option is inclusionary zoning but there is an array of other options and that will be brought forth I believe in September at an agenda session and staff will be presenting that paper. In terms of the attainable housing within the City Plan 2025 I think that the way we envisioned as of right development happening is instead of asking for things on the back end when the project is getting near the end of its approval process you would ask for those things up front. A certain percentage is going to be green building or you have a form based code and so this is the way the buildings have to be situated on the site. Those things are asked for on the front end and then as of right development is allowed and if they adhere to what is in the regulations then you would get administrative approval. It is simply one tool that acts as an incentive for developing projects and the way the community has envisioned in terms of the policies that the Council has set. I think that is the way we envisioned it to work rather than allowing it and then not having any recourse for encouraging different development patterns.

Alderman Thiel: It still concerns me that we are going to be discussing the white paper after this policy is passed. I realize this is just a guide but none the less it is a guide that we try to follow and we will try to implement ordinances from it.

Tim Conklin: Alderman Thiel you are correct it is a guide with pretty broad goals making infill revitalization our highest priority, discouraging suburban sprawl, traditional town form to standard, a livable transportation network and assembling an enduring green network. As you look at the traditional town form it goes into creating complete compact connected neighborhoods with a mix of housing types. We are going from a very broad policy statement to when we talk about creating complete connected compact neighborhoods we are talking about a mix of uses, a mix of house types and moving away from isolating land uses and housing types from each other and creating a more walkable community which provides greater opportunity for different housing values. It does not get into the actual details. Karen mentioned a white paper those are specific actions that the Council can utilize. Where this talks about urban form and I mention the five goals because that is the main skeleton of this plan that if traditional town forum is a goal of this City Council there are ways to encourage traditional town forum through incentives, code amendments, subdivision regulations and zoning regulations with regard to lot size and mixing of uses. As staff we would use this as a guide to bring forward what other communities have implemented with regard to more traditional urban town planning along with the other four goals in here. It is very broad and sets out the policy for us to move forward.

Commissioner Clark: I may be getting too deep on this but I am very simplistic when it comes to rules and stuff and since this is a bunch of potential rules I want to make sure I know what I am talking about. On Page 67, Action 2, establish a tier impact fee; does that mean that to develop to encourage infrastructure development we are going to anticipate waiving fees; like street fees, park fees, fire and police fees, etc?

Tim Conklin: As a policy if you as a City Council choose to direct and encourage certain development types and patterns, yes it would be potentially finding the mechanism to not require those fees to be collected.

Commissioner Clark: That would be where the infrastructure already exists?

Tim Conklin: Typically that is correct. What cities have done is where infrastructure is available and there is excess capacity and they want to encourage development infill reclaiming and redeveloping lost space or under utilized property that is what they have done.

Commissioner Clark: Action 3 the sentence that says the zoning process that requires additional hearings and variances increase the risk of time and money to developers, we are going to try to redo this to make this system a little more efficient, is that the intent?

Tim Conklin: The intent is we went through a public process to try to gain a better understanding of how we want to grow this city. We went through four different hands on design sessions to figure out how to place 40,000 additional people within Fayetteville. The idea here is, if we can identify the development pattern and where we want the development, is to create a process to encourage that development. This as of right and form based code, they are two different things, and you can have a form based code that may not allow as of right. One of the incentives that communities have used is to create a code. When we say form based code, what the development community has right now is minimum set backs. They can build different development patterns based on their own ideas that they think is appropriate for Fayetteville. A form based code sets the parameters. We are saying you are giving up the ability to build building placement anything and anywhere to a set of basic urban design principles and they differ from a downtown core to more of a suburban type development. The plan is not about

creating the City of Fayetteville, as all downtown, but if we could identify the development patterns we want in specific areas we can use that as an incentive to make that happen and encourage it.

Commissioner Clark: So what type of process are you seeing now that is inhibiting this development propensity? Are there any that we are looking at specifically?

Tim Conklin: I think every time we talk about mixing of uses there is a lot of concern in this community about how that will actually be achieved and the outcomes of that, so as implementation if we understand the form for more urban residential density versus apartment complexes, how do we add density and the type of density that builds and protects our community character? Those are the types of ideas that we talk about with a form based code. Right now we say you have 12 units per acre or 24 units per acre. It really doesn't talk about the form and how it interrelates with the entire community or the adjacent neighborhood. There is a lot of fear out there with regard to a project any time we talk about mixed use or higher density. If we can develop the type of urban form and design that is desirable I think we as a community are better off in managing that growth. It is going to occur and it is occurring that is why the term form is thrown out there.

Commissioner Clark: I agree with everything you say, I am just curious as to what type of procedures and hearings or variances are going to go away. I guess maybe I am reading this wrong, I am reading this to say that we are going to make development, so what are we going to exclude in that process or is it too early to tell?

Tim Conklin: If we look at a development code and we can come to consensus as a community on the type of development we want to see. The City Council when we look at projects, in one ward they take me through a neighborhood and show me a certain development form that it may not be as desirable as they would have liked to see. I don't think we are giving up or trying to make it easier for the development community. We would like to try to make it more predictable what the outcome is for the community as a whole and then guide the development community in that direction.

Commissioner Clark: So you are not talking about taking out any steps necessarily.

Tim Conklin: The steps would be taken out if we decide that a certain type of multi-family development is more desirable than a 100 twelve unit apartment buildings laid out in a complex in that type of forum if the Council desires you could remove the public hearing process and have that as of right development, that is one incentive. Along with the Downtown Master Plan with regard to the design elements the idea there was to encourage a certain form that we as a community would like to see.

Commissioner Clark: On the bottom of Page 67 it says that a form based code would allow by right development of property in concurrence with standards set forth in this code but they are different things?

Tim Conklin: That is a policy. I will agree with you it states that. The City Council will have to amend the ordinance to allow as of right development. You could have a code that sets out urban form and not provide that incentive. You would have a developer that would still have to go through all the public hearing process, the public process and at the same time meet a certain

code and form. What this plan is suggesting is that if we want to be more proactive, prescriptive on the type of development we want to see as a community we can allow that by right development, if you want to do something else in this community that does not conform to that code then there would be a public hearing process. Of course this does not go into the fine details of the actual code but that was the idea of the Downtown Master Plan code and these other form based codes is that the incentive is if we understand how we want our community to grow why not encourage that type of development. That is the incentive of as of right development.

Commissioner Clark: I just read it and I heard what everybody says but it kind of says it is the same. On Page 73 we are talking about establish and transfer development rights, first of all are we not tracking conservation easements because once upon a time we weren't doing that.

Tim Conklin: We include the conservation easements on the future land use plan as private open space back in 2000.

Commissioner Clark: I remember when we were talking about a PZD there was a conservation easement and at the Planning Commission we were told that the City does not keep track of those.

Tim Conklin: I asked the people that had conservation easements to provide a legal description to show them on the future land use plan. The green on the City Plan 2025 shows up as private open space. It is something we can track we just need to be able to have that information.

Commissioner Clark: I know on our reports we are still not getting it so I am glad that we are going to. This whole idea of credits can you please explain how that would work in a practical manner.

Tim Conklin: Your question is how does a transfer development rights program work in a community. A community will set out an area that is either a receiving or a sending zone, if you are sending the development rights you have a piece of property, in legal terms you have that bundle of rights and you have these certain rights to develop your property. You create an ordinance that allows you to transfer those into another area. That area typically is designated as a receiving zone so you have a piece of property and it is zoned at a certain density or allows a certain number of units and they can buy those development rights to increase the intensity or density. Basically it removes it and at the same time when you send them off that piece of property typically a conservation easement is placed on there and is held in perpetuity, depending on how it is drafted but a lot of times they allow farming or maybe one additional house that type of thing.

It works in a land trust, subdivision, steep hillside, 50 foot lots, large homes being built they allow the land trust to purchase the lots, they give you credit that you could add a certain square footage to your house on the lower more level land, if the you were limited to a 2,000 square foot house and wanted a 3,000 square foot house it could be one for one or three to one, you have to buy credits, remove the development rights off the piece of property and the property remains undeveloped. In the program that I was aware of they actually sell that piece of property to that adjoining property owner and it becomes their yard and the money would roll back into a program to do preservation.

Mayor Coody: Let's just say you have 20 acres downtown that is underdeveloped that you really want some high density development on and it is zoned RSF-4, low density. You have 20 acres out on the edge of town that has a sensitive spring on it or something on it that is also zoned RSF-4 that you don't want to see it developed. The developer downtown wants more density and he can basically buy the RSF-4 rights off this other property that you do not want to see developed so he can get RSF-8 in downtown where you want development and where you don't want development there is now a conservation easement. You have taken development rights from an area where you don't want to develop and you put it where you want higher density development. Does that make sense?

Alderman Jordan: Horse trading.

Alderman Thiel: This is like individual A and individual B, two different individuals are swapping this out so in other words we will see realtors selling development rights. People will start wanting to market development rights on their property if they don't necessarily want part of their property developed. It is a way for them to actually acquire something for giving up those development rights where as now it is very difficult for them to get much of anything. In fact I think they have to pay the Ozark Regional Land Trust to actually put something into conservation.

Commissioner Clark: Isn't that rezoning without a hearing? If I buy credits from my RSF-4 and make it RSF-8 don't I have to have a rezoning hearing in there and let people talk about it?

Tim Conklin: These are those policy issues that we will have to work out. If it is a policy to remove the development rights and create open space there are many programs across the country that manage it in different ways. You have to decide where you want to move the development off of or preserve that property undeveloped and where you want to encourage development within your community.

Alderman Thiel: Who decides this?

Tim Conklin: The City Council.

Alderman Lucas: Who keeps track of it?

Tim Conklin: The one that I was familiar with is they used the local land trust and provided that through a state planning organization. There are models back east; you may have read in here that this will require state enabling legislation which we are not proposing for this next session in 2007. We would want to work on that and propose that for 2009 General Assembly. This is not something that would happen very quickly but would take state enabling legislation to make it happen.

Mayor Coody: The way that I see this if someone has a 40 acre farm, it's a beautiful farm and they have had it in the family for a long time and they don't have any money but they have a farm that is worth a fortune, the land is worth a fortune. They want to retire but they can't without selling the land because that is where all their value is, that's where all their net worth is they would have to sell their family farm in order to be able to retire but they don't want to do that. In this new scenario they could sell the development rights, they could get some cash out of the value of their land and still not see the land developed. It is good for the land owners and the

developers downtown that want to develop in ways that the city has said we would like to see it developed. So this has a potential through those options to be a win win situation for everyone, not that I am crazy about the win win scenario.

Alderman Marr: What about the question of the property around wherever that credit goes. Is there a maximum to that because we say we want infill, we talk about it all the time but every time it comes up in our ward everyone is against it?

Mayor Coody: That is right.

Alderman Marr: What is the maximum, because if there is no maximum credit and you don't want a height issue or you do want a height issue then you limit the amount of credit that you can take?

Mayor Coody: That goes back to Tim's statement that this is a policy decision because in these receiving areas which is the areas that you want to see developed you set your limits and you set your uses there that you want to see and that is all set by policy is that right?

Tim Conklin: You would have to by ordinance set those zones up to receive to a maximum, that's correct.

Alderman Marr: I guess that is my point, I don't see anything in his document that speaks to the maximum side of this equation.

Alderman Thiel: Right, I agree.

Commissioner Clark: If I can follow that up with one more step the receiving areas which would be the inter city wards will also be asked to give up impact fees because you already have developed infrastructure if we go to a tiered system plus you are going to have more density. I am not really sure, it sounds like a real good theory except if you are next door to where they want to apply these credits it sounds like we are giving an awful lot away.

Alderman Marr: And in an area where you have aging infrastructure and the benefit in getting development there is to get that infrastructure rebuilt or shared so if you give it away as an incentive how do you get the new sidewalk, the tree scape that we want and those types of things.

Mayor Coody: This isn't to be determined tonight. This is one of theses long term big deals.

Alderman Cook: Basically I think Tim said it earlier this is an over reaching document. We could debate every issue in this document tonight. Each one of us sees each one of these differently. I think what was mentioned earlier this is only the bones of what we hope is the next few years of Fayetteville. It was also mentioned that if we don't add the meat to it that we might as well not even vote for it. Frankly in the four years that I have been in office I learned from the 2020 Plan that we never did really add the meat to that plan, we did in some cases but overall that document did sit on the shelf. This document has a lot more detail in it which we did ask Dove, Kohl to provide for us which is probably the reason we are debating some of these issues tonight. It is only the beginning of what I hope keeps the Planning staff very busy over the next few years.

Mayor Coody: Tim will address the idea about the 2020 Plan sitting on the shelf because I know that has been stated kind of loosely a few times tonight and I want to get your opinion of that for the benefit of the folks at home.

Tim Conklin: As staff you might think my response is somewhat bias. The 2020 Plan talked about looking at our downtown and coming up with a Downtown Master Plan, it talked about hillside preservation and we started that in 2002 and we implemented that. I think there are many things within that plan that have been implemented and I think the City Council and the Planning Commission should be commended for commercial design standards, parking lot landscaping standards, Design Overlay District, our PZD process which I think we have seen some very large projects come through that we may not have seen get approved some of them were controversial, the Downtown Master Plan Redevelopment District, development of a possible improvement district, the purchase of the Faye Jones property, converting our one way streets, adding parking, moving towards a new code that provides some predictability with regard to the type of development that we are seeing. I think that when you look at long range plans and their policies I think we need to keep in mind that we are not going to implement everything within one year and that we will have a very strong healthy debate on what is appropriate. What you are seeing in here are growth management tools so we can implement your goals for planned and managed growth and how to achieve that. As a community we sometimes debate and maybe we don't move as fast as people think we should but at the same time I have heard we are moving too fast on the downtown code. There are buildings being built under our current codes also. I guess to answer your question; I think we have been implementing our plans. As staff you asked us to provide some benchmarks of what we think we can accomplish with this plan and if there are things in this plan that you would like to look at or direct us to implement ahead of something else we are more than happy to do that. Our intention is to implement these ideas and figure out ways to actually make this a working plan just as the Downtown Master Plan.

Alderman Ferrell: The time that I have spent around Victor he and I certainly didn't agree on everything but one of the things that we did agree on were the form based and the by right. In remembering what he said if you are going to do this do it in the areas where you want to accomplish something? He said in some areas you already have your infrastructure there so you will not have that. I would like to know what the thoughts are from the Planning Commission chairman on the idea that this will be a departure in some form from where we are, on the notion or ideas of form based or by right.

Commissioner Anthes: I think that Mr. Schaffer said something really important this evening. He said that this plan has very strong goals that were developed, it has gone through the community input process and vision and that without the code to support that vision it is not going to amount to a heck of a lot. If you look at the letter that is in our packet from Dover, Kohl about the description of the sector map and the proposed land use development map that they put into the document as well as a lot of the verbiage throughout this document, its references to the smart code version eight many times and that code with its accompanying form based structure and its relationship to the transect and to the development principles that also allow for predictability in the system, clarity in the system, a reasonable expectation from developers for approval in a process that they respond directly to that code. Also predictability from the neighborhood standpoint that you know what is going to happen next door are very important in order to make this vision realized within the City of Fayetteville. Without us

looking at a wholesale look at our development ordinances and looking at them in terms of a structure such as the smart code will only do things part way.

Alderman Ferrell: Page 67, Action 3, develop and implement a form based code that allows for mixed use development states *by establishing clear standards that support the city's vision and provide a visual guide to design criteria*, would you tell me what you mean there by visual guide.

Tim Conklin: The premise of the form based code on Page 175 in the glossary it talks about different building forms and types and it visually shows the type of city that you can potentially create or place based on that code. Cities are not all downtown or all single family, it can be a mix so deciding on the type they call it a transect and it moves from the densest to most intense land use to the least intense. Determining what development pattern you want in a certain area of the city and then coding that to actually create those areas. So if you want a main street, there are certain development patterns, building placement that if you look at a certain area or place that you want to create. What planners have done is go back to urban design principles and urban form and have created a code or pallet of building types and building forms that actually create that type of development. That is what it means by form based. Regarding the comment that we are giving that to the developer as of by right but we are actually being prescriptive to the developer to say we want you to build it this way. That way you don't have buildings just popping out of parking lots, that there is some coordinated overall plan for an area that when all the buildings are constructed that they relate to each other and actually create a new center or downtown versus 30 independent decisions on where the building is going to be placed and how high and where the parking lot is going to go. That is the difference between our conventional zoning scheme that the Planning Commission and the Council on occasion gets to review versus a very prescriptive code saying if you want it downtown here is a cookbook of how to create a downtown environment. If you want a suburb with single family detached more rural, here is a code that creates that type of environment.

Alderman Ferrell: Are they going to know from the form that they have to meet the requirements or are they going to know from the form what to expect?

Tim Conklin: That is the goal.

A discussion followed on swapping zoning rights and how much should be allowed or is appropriate.

Commissioner Ostner: Some of the comments made by the public earlier, the cynicism about the issues going on and fear about big projects, part of the reason we promote PZD's is to relay fears, so people can see what is going on. It seems to me that is really the key to this, instead of a standard method we are really saying we are coming up with these areas and we think it is going to be appropriate but the rubber meets the road at this other document and that is not here, it is coming, it is on its way, it has to fill in the key to appropriateness. Appropriateness of how much is enough zoning or how much is too much when you transfer develop rights or on the appropriateness of downtown when this document on Page 112 talks about utilize more intense development patterns within the infill sector. I think that makes people nervous, I know this is a very general document but it pretty much is a green light, so how do we judge what is appropriate? This document concerns me because there are all these requests to make these calls for appropriateness yet the outline step by step how to do that consistently are not here.

Tim Conklin: These are a set of growth management policies that states, counties and cities have used across the nation. Looking back at our hillside, there are 50 different ways to do hillside preservation. If we say as a city that we want to establish a transfer development rights program, I think it is going to be difficult to put into a draft in an ordinance what that means. Because that is going to take a lot of research.

Commissioner Ostner: I think transfer of development rights is awesome, how much, is appropriate is what concerns me.

Tim Conklin: That is where we debate, the first decision is do we want a transfer of development rights program.

Mayor Coody: I think we are starting to head in the right direction. The number one question would be do we want transfer of development rights; if the answer is yes then the next question would be what? We basically do it one step at a time until we get what we want fleshed out there is that right? This 2025 Plan would be the first step down that road.

Tim Conklin: Yes. The first step that we are proposing in order to even be able to do something like that is to have state enabling legislation to be able to even have a program. Then we would discuss the types of programs that are out there and what is the end result to our goal that we are trying to achieve.

A discussion followed on the implementation of the plan.

Tim Conklin: What I would ask is if you disagree with these rough management tools or the idea of form based or tiered impact fees, those are the tools that communities have used to guide plan and managed growth. That is what we are really considering tonight, if we can keep it at that level and provide staff guidance to what you want us to work towards and bring forward. It will take a lot of discussion and debate.

Commissioner Anthes: I agree with Tim in that this plan as written establishes a planning and development framework that is reflective of the community vision that was established during the workshops. It creates opportunity for jobs to be created near where people live, locating employment clusters appropriately within residential areas. It has the potential to enhance economic and social benefit of resource preservation and land development. It may be the only way to manage our traffic challenges with volume, safety, congestion and energy cost. There actually is a way to enact something quickly that would help us to that plan and that is to adopt the smart code in parallel to our existing ordinances. Short of doing that I think what staff has given us are the benchmarks. They have laid out the goals of the different pieces that we are starting to discuss tonight and they said we will by this date come to you with our research and recommendations that address all these different things that we have concerns about. I think that without those benchmarks being in the plan I had a lot of concern about it but with those benchmarks in there and with this dedication and commitment of staff to adhere to those benchmarks I am perfectly comfortable with forwarding this to Council as a policy document with the expectation that that research will come and hopefully sooner than what is benchmarked rather than later.

I have a couple of questions, the annexation directives and the Chapter 11 economic analysis, we have a map in here that shows where our ward, school district and growth areas are and what I don't understand is how our growth areas in our sector map relate to the economic analysis of revenues for schools. I wondered whether staff had evaluated an annexation directive that placed priority on annexing areas that are within the City of Fayetteville's school district rather another cities school district which are included in our growth boundary.

Karen Minkel: We have not done that analysis.

Alderman Thiel: Is the Planning Commission proposing to forward the plan and the map to the Council? I have some issues with the map.

Commissioner Anthes: We are not to the point where we can make that motion.

Mayor Coody: The City Plan 2025 document that we are looking at right now is a 10 CD cassette changer with no CD in it. Trading development rights is a CD that will be inserted after all the policy decisions have been made and every element from then on is a CD that is added to the machine until the whole thing is complete, is that a simple way to put it.

I will turn this over to the Planning Commission for amendments.

Commissioner Anthes: I would like some clarification from staff. It sounds like we might have an issue about the written policy document versus the map, would you like for us to debate both within the Planning Commission at this point?

Karen Minkel: Yes.

Commissioner Graves: I have a question with regards to the overall incentives that are listed for infill and urban sprawl and what we think the inter play with the annexation policy is on that. What we are typically confronted with is a small piece after small piece brought in by individual property owners who want to bring their property in and possibility with an implied or an overt hammer that they will just develop at the county standards if we do not get the annexation. I wonder if we think these policies are going to encourage more folks to come forward with annexation requests in order to take advantage of the transfer development rights program and is that what we want to happen. What I don't see in here is a description of what we want to happen with regard to annexation.

Karen Minkel: I think that is a fair statement. During the public participation process it was difficult to achieve a consensus around that issue. One of the steps we have taken to move that process along is on Page 98 under benchmarks and it specifically talks about annexing in key locations within the planning area and providing a land use plan that reflects the principles of City Plan 2025. One of the first actions under there was to approve a land use plan for the proposed annexation on the west side of Fayetteville.

Commissioner Graves: I appreciate that we want to identify possibly larger pieces strategically so that we do not see them trickle in over time and then look around and say we need a fire station or a police station. I am still wondering even if we implement a policy and annex these areas that we have identified, you are always going to have around the edge. I wonder if we

think these policies that we are recommending is going to be something that causes this piece mill thing to continue to happen. Do we have a strategy and if so what is it, if not, why.

Karen Minkel: I think that in general this plan was to focus on infill and revitalization, increase development within the city boundaries rather than increasing the development on the outskirts of our city as they are annexed in. The City Council will determine which areas are sending areas and which areas are receiving areas in the transfer of development rights, depending on how that is set up just by annexing into the city they would not necessarily get that benefit. If they were annexing in order to get that benefit of transfer development rights, it would still be achieving the goal of targeting the development where we want it rather than on that property.

I think this plan offers a lot of incentives for developing where there is already infrastructure and encouraging infill even though it doesn't address the piece mill policy specifically.

Commissioner Graves: If we don't address that then what I see happening even if we identify all the areas that we want you are still going to have piece mill annexations whether it might be to try to take advantage of these rights or a developer than wants to annex in next to these conservation easements. We have tried to get our arms around what to do about piece mill annexation. The way it practically happens on a piece by piece basis versus what our vision for the City might be, if we don't address that then none of this is going to work in my opinion. I am in support of the goals and I would vote for them tonight but I am not sure even adding the meat to the bones without addressing that issue I am not sure that it would work.

Tim Conklin: The way I looked at the annexation study committee and the ideas that we talked about were where to extend our current city limits and the City Council voted to have a special election. I think for me as staff we are setting a line as to where we think the city should grow in the next five to ten years. We will not encourage or recommend annexation further out beyond that because that is something that we studied. I am stating that as staff to you as the Planning Commission and City Council and that is really ultimately up to the City Council. I think it was very beneficial to go out and make a policy decision as to where we want to grow.

As you are aware of every two weeks we can rezone a piece of property or apply for an annexation through our process. Those are the decisions the City Council will have to make. They will have to determine if we annex to a point and are willing to go beyond that. That will be a policy decision.

Commissioner Graves: I am looking at it from the Planning Commission level; I am not looking at it from the City Council level. They have other things they can hang their hat on if they want to oppose or deny an annexation. When I am looking at it I have these guiding policies, so if they want to come in and they are not creating an island and not an environmentally sensitive area, I have a list of things I can look at, if they fit they typically come in. I don't know in doing that whether that fits our strategy or not. The Police and Fire Department when they are looking at a five acre annexation and they are asked is this going to impact services, well of course it is not, but when does the balance tip and all the sudden you look around and it has made a difference. No one of them made a difference but collectively they made a difference. I think that in not addressing that and I am not claiming I know how to address it but I think that this documents essential silence on annexation is very troubling to me especially since we have spent a lot of time talking about it and looking at it.

Commissioner Anthes: Might you answer that question in relationship to the proposed neighborhood section maps studies that we are trying to do. Will that give us any further guideline?

Commissioner Graves: I guess my question is if the policy is going to be that we are setting a special election and we are trying to set our lines where we see them going in the next few years and beyond that we do not envision the city needing to grow beyond that then why isn't that in the policy document.

Tim Conklin: I think with the Annexation Study Committee, Planning Commission and Council that has been a concern, the piece mill annexation and as we look at infrastructure and how to plan for infrastructure. Because something has changed, and that is the new centralized sewer systems, which has resulted in land uses occurring, blocking street stub outs that the Planning Commission has required of development and other ordinances that do not apply in the County. The other issue the committee looked at was how to manage growth and development. If it is inside the city I would say that we are probably one of the more progressive cities in the State of Arkansas with a tree ordinance, a sign ordinance, design standards and zoning, in the county you do not have that. As staff we have talked about how to use zoning and our land use controls, going back to land use plans and timing of development. That is something when it does come into the City it is discussed by the Planning Commission and the City Council with regard to what is appropriate land use intensity density. I think the question to annex or not annex that is a larger policy question which we talk about in the plan to actually develop land use plans within those areas. Then if we develop the land use plans we can achieve a greater mix of uses and a different type of development pattern. If it all goes together with regard to creating a livable transportation network and compact complete connected neighborhoods, possibly we can build our way out of some of the issues that we have created in the past like putting people, services, schools and parks together. From a land use side and a policy side, I think the policy of creating these land use plans is in there, with regard to the boundary it may not be specifically clear where we are setting them or where it is going to stop.

Commissioner Graves: I understand there are a lot of issues associated with this issue. If we have an annexation policy that says something along the lines that you indicated, that we are drawing the lines and we see where they need to be over the next few years. If that is the policy that helps incredibly when you are looking at these individual annexations on a smaller scale. I don't think that it is anti-growth because this is a policy document and the Council could elect to bring in a piece of property if it felt that it strategically should. I don't think that it would present a problem even if you had something along the lines that indicated that you would like to see more sizeable annexations so that we don't see one and two acre ones that encourages developers to bring them in on a larger scale. I don't see how the infill goal or the urban sprawl goal is fulfilled without even mentioning the word annexation as any part of those goals.

Tim Conklin: We do have in there to identify key areas in the planning area that should be annexed, that is on Page 98 and 99.

Commissioner Graves: Again we are talking about from the city side what the city is driving to bring into the city. I am taking about from the property owner's side, what the property owner may be driving to bring into the city. Something besides this list of guiding policies that may give us a bigger picture strategy of what the city hopes to accomplish viva annexation or what they hope to limit viva annexation. As long as people can bring property in on a piece mill basis

and we don't have a vision or an outline of what we think should happen with that then they are going to keep coming in piece by piece and whatever is going to happen on that piece of property is going to happen. Whether we implement the ability to trade development rights or whether they just have the right to get it zoned RSF-4 and build something. If the second thing happens then you haven't accomplished what you hoped to with infill and urban sprawl goals.

Tim Conklin: I would whole heartily agree with you that development is going to occur outside the city limits and it is occurring.

Commissioner Graves: I am not talking about outside the city limits I am talking about they bring it into the city limits and then do it.

Tim Conklin: Regardless if it is inside or outside the city limits it is an issue that we have identified to identify those key areas. I guess if you are looking for additional language to put in this policy document with regard to do we have to identify those key areas and the City Council establishes what areas should be annexed then we would consider additional areas five years or ten years down the road to strengthen.

Commissioner Graves: The city needs to absolutely identify those areas. We have had a couple of different committees or task forces that have attempted to do that and that work should continue. I think we should have something that addresses what the city wants to happen with that.

Tim Conklin: I think I understand your question.

Commissioner Clark: I am looking at the benchmarks on Page 99, *Planning Commission and City Council fall 2000, summer 2007; allow administrative approval for developments in complete neighborhood planned areas beginning with the Downtown Master Plan*. Please tell me what that exactly means.

Tim Conklin: That means that we would look at if we develop a code we would recommend that we set these parameters to allow development by right within that code.

Commissioner Clark: So it means that if we set up the rules and a developer meets the rules that we have set up the review process is bypassed?

Tim Conklin: That is correct.

Commissioner Clark: Community input is bypassed?

Tim Conklin: The input is going into the rules for the developers to follow that is correct.

Commissioner Clark: So once we set the rules then if they do it?

Tim Conklin: That's if the Council agrees to allow development to occur. Currently anything less than one acre is by right. When I say by right if it meets the current zoning and all the other standards, is by right. We already have by right development based on acre size. The question is do you want to allow by right development if it is form based such as in the Downtown Master

Plan area, if they adhere to a set of development standards. If not then you go ask for your variances through Planning Commission.

It is kind of interesting that some of the most desirable projects, I don't know if they are desirable, they show up in magazines that advertise Fayetteville, they had to get variances to build what we want to encourage as a community or at least I think we want to encourage as a community as we have gone through that process. Those projects we should remove the barriers. Projects that do not meet the standards, then you go through those public hearing processes. Some of the development that has been the most successful and the most desirable and has enhanced our community has had the most hoops to jump through to get approval and other development that meets more suburban standards have had less hoops to jump through or no hoops to jump through. We should decide which development we want to encourage and try to make it easier and if it doesn't meet those standards then we should have a public discussion about it.

At the request of Commissioner Clark Tim gave some examples of what he is talking about.

We have had a lot of discussion with regard to form based code and I look at what has been built that is most desirable and those projects have had to get variances where if you build more suburban type development you may not necessarily have had to get those variances. All we are talking about is if we can identify the building form and placement on the lot and height and if we adopt design guidelines and standards and they meet those and we debate those in this community, I guarantee you we will have a lengthy debate on design guidelines and standards. But if we can come to a consensus on that if a developer comes in that is one incentive you could give them, because they are meeting those standards, if they want to do something different then we can go through the public hearing process.

Commissioner Anthes: Are there any motions to amend any verbiage or sections in Chapter 1?

Commissioner Ostner: Bullet one, is that actually the reservation of open spaces and not preservation of open spaces.

Karen Minkel: Yes.

Commissioner Anthes: Chapter 2 Community Context, are there motions to amend?

There were no motions to amend Chapter 2.

Commissioner Anthes: Chapter 3 Demographics?

There were no motions to amend Chapter 3.

Commissioner Anthes: Chapter 4 Housing?

There were no motions to amend Chapter 4.

Commissioner Anthes: Chapter 5?

There were no motions to amend Chapter 5.

Commissioner Anthes: Chapter 6 Land Use?

Commissioner Ostner: There is a small degree of verbiage about annexation on Page 37.

Commissioner Clark: I know we are doing this chapter by chapter but it suddenly dawned on me an amendment that I would like to see in this document would be something along the lines that by the year 2025 we should have addressed inclusinary or affordable housing. I think it needs to be in front of us and I think it needs to be considered when we are talking about land use plans, zoning, credits, anything we do in this city. I think we are past time to address it and I don't know where it might go. When we talk about goals and objectives we have talked about attainable housing for many years and have yet to structure anything.

Commissioner Anthes: Ms. Minkel, if we wanted to state that we address that as a goal is that covered in the staff's benchmarks?

Karen Minkel: I don't have a specific location as to where you would put it, but I would direct you to Goal 3 which is traditional neighborhood form should be the standard and the first objective under that is a complete, compact and connective neighborhoods. It specifically talks about having a variety of homes within one neighborhood. That would probably be the most appropriate place, somewhere in that section.

Commissioner Anthes: That is what I was thinking, Commissioner Clark, it seems like it is implicit that it should be in there but what is needed is that there would be a scheduled time line in the benchmark's that says that the staff will develop and create, identify the criteria and study the viability of these kinds of ordinances and propose them.

Commissioner Clark: On Page 75 we are talking about objectives under A which is talking about compact and completely connected. I just really feel strongly that it is stated straight out. We are talking about transportation corridors, land use and everything so why not talk about attainable housing at the same time. Put the transportation with it, put the development with it, put the industrial and job growth with it. If you want to put it under that objective that is fine. I tried to figure out the best place for it. It seems like this whole document infers it but it doesn't say it and I think it is darn time that we say it. The Downtown Master Plan talks about it, it says that is a chapter that will be filled in by the City. It talks about giving developers a right to pay a fee in lieu of in the Downtown Master Plan. That is not something I am looking for, I am looking for something that says we are going to actually come up with a system that will provide affordable, attainable, whatever the politically correct statement is, housing in the City of Fayetteville.

Alderman Marr: Obviously in the very beginning while we are going through all this demographic and where we are today, 4.7 talks about housing concerns. While it speaks to the rising cost it doesn't speak to the concern that we don't have it. So maybe the first place to start is to make sure there is some adjustment into that about where we are accessing our attainable, affordable, whatever terminology that we are are going to use consistently throughout this document. I think it needs to be earlier in the document because we speak to it the first time in 4.7. In that housing concern area it talks about the fact that things are becoming less affordable but there is nothing in there that says and a concern is the lack of affordable, attainable housing. In this document in a future section we have a policy to do what Ms. Clark was talking about.

Karen Minkel: Two suggestions, one is the current white paper that we are working on has a look of that verbiage that I think Alderman Marr is talking about. It is much more of an in depth analysis than what is currently happening and we did not have it available when we were putting this draft together. I think one suggestion might be to update that section with some of that analysis. If you are interested in adding a benchmark, I think that because we do talk about having denser housing, varied housing, I think because that is implicit in terms of attainable housing, I think you could have a benchmark that specifically said that policy options for attainable housing are going to be explored and brought forward, which is in the process already. I think it would be consistent with what staff is currently doing and consistent with the plan. I will leave the wording to you on how you might want to phrase that. I think you can add it to the benchmark.

Commissioner Clark: Where would staff feel comfortable with it being added to the benchmark? I would add it to today's benchmark if possible but that might be pushing the issue.

Commissioner Myres: Page 57 is a list of concerns that occurred at the charrette process and at the top of Page 57 it says provide for diverse housing opportunities and choices, so it does come up.

Commissioner Clark: I read all the comments the citizens made on the 2025 Plan because they provided them. It is affordable housing, attainable housing. I think that is what we need to put in front of it, I don't think it needs to be diverse, distinctive, or impressive, it needs to be affordable.

Commissioner Anthes: Would you like to alter that sentence that Commissioner Myres spoke of on Page 57?

Commissioner Clark: Diverse housing opportunities and choices?

Commissioner Anthes: I don't think we can modify that, because that is an actual statement.

Commissioner Clark: It has been talked about since the Downtown Master Plan and that is just where I kind of teamed in. I think it also has been talked about since the 2020 Plan, I am not sure. I would like to see it included in the benchmark. Karen, how did you state it?

Karen Minkel: Present policy options for increasing attainable housing in the City of Fayetteville.

Commissioner Clark: How about not increasing just creating attainable housing.

Commissioner Harris: To have that in the benchmark without any supporting text behind it does that matter?

Commissioner Clark: I am making this up as I go.

Commissioner Anthes: It seems like it has been referred to in several sections in one way or another and then if we list it in a benchmark and the City is already working on the white paper.

Commissioner Clark: My intent is not ambiguous at all.

Commissioner Anthes: If we agree to have staff submit the white paper and we could amend Section 4.7 to include that text when that white paper is complete?

Commissioner Clark: Maybe add a Section 4.8 that talks about affordable housing specifically based on the white paper results.

Alderman Thiel: You refer to the comments that were made at the meeting and one thing that has concerned me all along is that all of those comments were incorporated in the goals with the exception of the diverse housing. If you will look on Page 57 all of those were incorporated in the goals except the diverse housing opportunities.

Commissioner Clark: I am afraid the word diverse sometimes can be really confusing.

Alderman Thiel: What I am saying is I would suggest that they add a goal because that was the only item that was recommended by the public that was not incorporated almost specifically verbatim into one of the goals.

Commissioner Clark: So we could get carried away and amend with an extra goal? That would be a wonderful thing to do and let the staff come up with the supporting documentation as you have throughout the rest of this. I am glad we are talking about it because I think we need to get something done.

Commissioner Anthes: I believe there is a motion being formulated but I don't know that I know what it is.

Commissioner Ostner: I think it was adding a statement and the timeline that the white paper will be presented this fall?

Commissioner Anthes: It looks like there are a couple of options that we have. One is that we can add Goal 6 on Page 2 that says provide for a broad spectrum of housing opportunities and choices and then ask staff to provide the corresponding chapter when they complete their white paper and insert the benchmark into the time frame that you indicated. There is a second option that steps back a little bit and doesn't create a new chapter and goal.

Commissioner Clark: My motion would be to create the new chapter and goal straight up and not just diverse housing but in that definition it would be affordable, attainable housing. Because I think when you say the word diverse you can talk about mixed use, zoning and all kinds of stuff that I am not talking about. I am talking about affordable.

Commissioner Clark moved to create a new Chapter and Goal 6 that says provide for a broad spectrum of housing opportunities and choices and then ask staff to provide the corresponding chapter when they complete their white paper and insert the benchmark into the time frame. Commissioner Ostner seconded the motion.

Karen Minkel: Just to clarify, all the goals are in one chapter so what you are saying is the goals are to make infill and revitalization our highest priorities, we will discourage urban sprawl and you want a sixth one that says we will create obtainable housing opportunities.

Commissioner Clark: You don't come to our meetings often enough to know that we get carried away at times. I think this is a great goal. I think Alderman Thiel is correct; it is not really out there big enough, based on what I am reading that citizens of the charrettes also want. In some of my documents it says affordable housing.

Commissioner Anthes: Is the second to the motion amendable to that change?

Commissioner Ostner: I am concerned that we are requesting more efforts on staff but I think this is vital and huge. If staff has gotten the ball rolling I have seen a draft of this somewhere on some shelf, no offense, it is doable so yes, I would be in favor of the motion.

Commissioner Anthes: We have a motion and a second to add a 6th Goal reflecting the community comment on Page 57, asking staff to insert that text when their white paper is complete and to insert that as a benchmark in the fall 2006 to summer 2007 time frame. I believe that is what you said Commissioner Clark?

Commissioner Clark: Yes madam.

Commissioner Harris: My understanding of this is that we are saying that we would add Goal 6? My only concern with that is I think the history of urban development in this country suggests that isolating some notion of affordable housing, whatever it is called in its particular area, or however it is understood, on the one hand it might look as if we are prioritizing it by giving it its own goal. On the other hand it is a kind of a form of isolation or even ghettoization of that particular concept. From my perspective it might serve us well to put it in Section 5 under Goal 3. Affordable housing is not something separate from everything else that we are trying to accomplish here rather its absolutely a part of creating the traditional town or a part of the social, transportations and commercial networks that we are trying to set up here. I want some version, I want to see absolutely what Commissioner Clark and Commissioner Thiel have brought forward tonight, I personally have some discomfort with separating it out as a completely separate goal because I think it is absolutely matrixes it into, if you will, the main stream of what we are trying to accomplish here.

Commissioner Anthes: I am glad that you brought that up because it was my understanding that we would tie it to the community response on Page 57 which is providing for a diverse or changing that to a broad spectrum of housing opportunities and choices including obtainable housing so that we would not be giving priority to one over the other, but would be sure that the spectrum would exist in the City. I may have misunderstood.

Commissioner Clark: No you did not and the intent is not for ghettoization in the least. The intent is to make sure that we focus on all spectrums of people in need of housing, not just those on the upper end which unfortunately I think is very tempting to do. I am not talking about designated areas of affordable housing, concentrated areas necessarily, I think the Downtown Master Plan hints at a very great system, when you build something you also have to make sure that you have something that is more attainable right in with it, so it is more of a mixed use but it still keeps the eye on a broad spectrum of housing options not just the high end.

Commissioner Harris: I have no argument with that. Mine was completely just the kind of rhetoric, the words and where we are going to place them. I think I completely understood the

intent. It seems appropriate to me to go ahead and place this within one of the other goals if we can at all in part so that doesn't become something like an appendix that we can get rid of without much trouble if it gives us a little bit of biliousness down the road. So I would like to put it in as a part of one of the other goals if at all possible.

Commissioner Anthes: Let me ask for staffs comment on that. What would your druthers be?

Karen Minkel: We have not had a chance to thoroughly discuss this issue but I would lean toward putting it under one of the goals that currently exists partially because I think it is varied housing choices. I think when citizens talked about diverse housing I think they were talking about attainable housing and I think that does fit under varied housing. I feel like it is already said there. I think it could be elaborated upon. I think if the Commission wanted to have it stand out as a separate objective under Goal 3, I think that would be appropriate as well.

Commissioner Clark: I am leaving my motion the way it is. If it doesn't work then we will add it some place else. I am making a motion; I am making a goal so it gets the attention that I don't think it has gotten in many years. I don't think it makes it more severable, I think adding it in makes it more watered down. If you put it out there big and bold and brassy maybe someone will embrace it and do it?

Commissioner Ostner: I would hope that even without a specific motion as to verbiage that staff could go back and find other appropriate areas to refer to this goal that is just floating by itself. Is that possible?

Karen Minkel: I guess I am not sure what your question is. Are you asking if staff would be able to write enough to complete a goal about attainable housing?

Commissioner Ostner: Find those spots where statements that refer back to this new goal might fit into it and not require an act of congress. Such as the position that we are talking about right here.

Karen Minkel: I am sure staff could do that if we had direction from these two bodies to do so.

Commissioner Ostner: You would have to get approval afterwards of course.

Tim Conklin: I like that idea of a certain text, we have a quote from the focus group right below there, that paragraph talks about the ability to afford homes so I think it could go under 4.7 as another paragraph or 4.8 if you want to expand it. I think under Goal 3 traditional town forum, you have Action 5 you could place it there as development and implement an attainable housing program, some language like that, add it into our action timeline steps, so I think three places are there if you choose not to make a Goal 6. The ultimate goal is to develop complete neighborhood plans that have a mix of housing types and that includes attainable housing. We talk about jobs, housing balance within this document of looking at when we create jobs providing housing that balances with the jobs that we create. It may not be as clear in the document as some of you wish but the idea behind it is we know we create jobs in this community and we know we have an issue with housing the worker that work within our community. That it is an action goal to actually get complete.

Commissioner Ostner: So it is possible, I am not requesting or demanding it but that this new goal might be elaborated on in other sections or are you all saying now is the time to mention it and put it in?

Karen Minkel: I think we would like specific direction about how to change this to amend the plan.

Commissioner Ostner: Okay that is a fine answer.

Commissioner Harris: I believe the motion is to add Goal 6 and so Ms. Minkel if what you are asking for is some direction does that mean you would like some action items to follow that goal? Is that the direction you are asking for?

Commissioner Ostner: Specific words and exactly where.

Karen Minkel: I think that would be helpful but I don't think it would be practical at this time to provide unless the Commission has developed some of those already?

Commissioner Anthes: It seems to me that there are two courses of action, one to establish Goal 6 per the motion that is on the table and then if that passes it passes if that fails there would be an opportunity to go back and add the same verbiage under Goal 3 and the other sections as Mr. Conklin and Ms. Minkel have stated.

We are voting on adding Goal 6.

Upon roll call the motion passed 4-3. Commissioners Ostner, Myers, Clark and Trumbo voting yes. Commissioners Graves, Harris and Anthes voting no. Commissioners Bryant and Lack were absent.

Commissioner Anthes: The motion passed.

Commissioner Anthes: Chapter 7 Transportation. I am assuming this section we will take up with the Master Street Plan portion or are you asking us to act on that this evening?

Karen Minkel: It is simply an analysis of current circumstances. You would take it up now; it would not be affected by the Master Street Plan.

Commissioner Anthes: Are there any comments or motions to amend in Chapter 7?

There were no motions to amend Chapter 7.

Commissioner Anthes: Chapter 8?

There were no motions to amend Chapter 8.

Commissioner Anthes: Chapter 9?

There were no motions to amend Chapter 9.

Commissioner Anthes: Chapter 10?

Commissioner Graves: On Goal 2, Page 73, I would move that we add an Action 4.

Commissioner Graves moved to add Action 4 to establish an annexation strategy for the City, which would read *the City will implement a comprehensive annexation strategy to address issues in managing annexations in concert with the City's other goals without limitation to other tools identified for managing future land use, the annexation strategy will be developed by consideration of anticipated growth and development in and around the City for use in preparing desired or expected future boundaries for the City. These boundaries will in turn be used as a planning tool for managing annexations of land into the City.* Commissioner Anthes seconded the motion.

Commissioner Clark: I think that is a wonderful amendment simply because it gives direction. It is not just isolated to the western annexation where we seemed to be focused because there is a lot in the east and even a little bit in the north that is still clambering to come in. I think it will certainly help give us some better insight and guidelines.

Commissioner Trumbo asked for the amendment to be read again.

Commissioner Graves read the amendment again.

Karen Minkel: I assume if you added that it would also be added to the benchmark under annexation as part of the time line?

Commissioner Graves: Yes.

Upon roll call the motion passed 7-0. Commissioners Bryant and Lack were absent.

Commissioner Ostner: On Goal 1, Page 60, I think this is a terrific big picture, I do think the insertion of the word appropriateness; *we will make appropriate infill and revitalization our highest priorities.* I know this is not an ordinance that we look at to specifically build things but when a developer or member of the public looks at this as street signs or guide post, you can call anything infill. You can tear down the greatest building in town and say I am doing infill. I don't think having infill without saying appropriate is right. It can be used as a hammer. It should fall in under other statements that are underneath that also. Almost everywhere you mention infill I believe it should say appropriate infill.

Commissioner Anthes: Would you read the third sentence and see if that meets your criteria? That third sentence is *by making infill a priority, the City should also consider mechanisms to insure quality development and promote appropriate development that reflects the existing community character of Fayetteville's neighborhoods.*

Commissioner Ostner: Yes it does. That is one way to look at it but there are other ways to look at infill. If Goal 1 says infill is the highest priority but you have to read on down, this sort of goes along with the same reasoning Commissioner Clark says, the goal is the goal, it is the big statement. If you want to read the supporting text you can find ways to support inappropriate. I believe all infill should be appropriate, period. If it is inappropriate it is backwards with everything else and you are stretching it. Sort of like the affordable housing statement it has

been implied and inferred and all of us see it in this document but if we don't put it there I don't think it is really there.

Commissioner Anthes: Is your motion to insert the word appropriate before the word infill in all instances where infill is used on Page 60?

Commissioner Ostner: Yes. And also the pages following that when it discusses infill. In fact all mentions of infill under Goal 1 I believe should say appropriate infill. I do not want to try to throw a wrench in anything. I haven't explained it well I don't think. I think what happens in our existing neighborhoods as we all know is hotly debated and it all comes back to appropriateness. Who is going to answer that whether it is going to be by right with staff approval, with administrative or if it is going to keep going through the Planning Commission and the City Council as it has traditionally that is fine but if the word appropriateness is thrown in from the get go I think that makes it clear that it has to be a neighbor, a part and it has to fit. At this point we all still make that call what is appropriate? So that is okay but that is my motion.

Commissioner Ostner moved to on Page 60 to rephrase Goal 1 to read *we will make appropriate infill and revitalization our highest priorities. Insert the word appropriate before the word infill in every case that it is used under Goal 1 starting on Page 60.* Commissioner Clark seconded the motion. Upon roll call the motion passed 7-0. Commissioners Bryant and Lack were absent.

Commissioner Anthes: Are there any motions to amend the economic analysis and or the appendices, the vision statement and resources? I assume Chapter 12 the Master Street Plan that those street sections and street classifications will be discussed at future meetings?

Karen Minkel: That is correct.

Commissioner Anthes: I would like to ask staff if they will insert definitions for regional, commercial and community commercial in the glossary but I do not need to make a motion for that.

Karen Minkel: Right, for all the land use types.

Commissioner Ostner: The three growth sectors did you want to skip this part or is it the actual map that you wanted to skip?

Commissioner Anthes: I was thinking what we might be able to do is make a motion to forward the policy document verbiage and then we could discuss the map as a separate issue. It makes it easier but that is up to you all. Are there changes to that verbiage that you would like to see in anticipation of that discussion?

Commissioner Ostner: If you could highlight the difference between intended growth sector and control growth sector and downtown growth sector.

Karen Minkel: The sector overlay district is meant to be more conceptual and so the control growth area is identified areas where you are possibly on the border of a flood plain or because of the land type you might want to control growth there in the sense that you might want to have

limits as to how much density goes there. But the limit has not been determined and would not be determined in this discussion. The intended growth areas are areas that you want to target for growth, they were also areas where we would probably look at completing neighborhood plans for and they would be a higher priority.

Commissioner Ostner: So basically these are ways to get peoples attention. These are parts of town where in general we are interested in development.

Karen Minkel: Do you mean the growth areas?

Commissioner Ostner: Right.

Karen Minkel: I think they are meant to identify areas that we might target for growth by doing complete neighborhood plans for those areas and as a tool for long range planning when we look at where we want to have those complete neighborhood plans and also for developers to use as a tool.

Commissioner Ostner: Okay, thank you.

Commissioner Trumbo: Ms. Minkel did mention complete neighborhood plans could you briefly discuss how that is going to look or could look. I know it is below the main goal but it is mentioned quite a bit.

Karen Minkel: The Downtown Master Plan qualifies as a complete neighborhood plan. It has a mixture of uses including a jobs housing balance, it is looking at having varied housing within that area, it is compact, connected, and those are all elements of a complete neighborhood plan. The idea in the City Plan 2025 is that we would start doing those specific area plans in key areas of the City to be determined by Council. As one of the benchmarks during the first year, staff would present a list with recommended prioritization of those areas where we want complete neighborhood plans and then Council would decide where we should do those areas. We are not suggesting that we would hire a consultant like Dover, Kohl to come in and do each of those plans, we feel that staff has the capacity to do something similar to that and really get significant public input in developing those plans whether they be for 30 acres or for 400 acres.

Commissioner Anthes: I have one further amendment to propose. I am not sure if we can just ask for this or if we need to make it formally. I would like in the annexation area in Chapter 12 to add a line that says that we should consider existing school district boundaries when creating annexation policy. Perhaps it could say the potential annexation area should be identified in the City using the following criteria, and one of those criteria would be to consider the existing school district boundaries.

Tim Conklin: Commissioner Anthes is your question that school districts should be considered as part of the criteria for the annexation?

Commissioner Anthes: I was asking that when you create the annexation policy that it be evaluated as potential criteria for prioritizing annexation areas. I believe that in our economic analysis there are very specific recommendations or discussions about creating complete centers and how that affects school district revenue. To me that would tie into our annexation policy in

one way or the other if we are following the guidelines of this plan. If that is incorrect feel free to tell me.

Tim Conklin: I don't think it is an incorrect statement; I would just like to remind the Commission and Council that I believe there are four or five school districts within Fayetteville. I am not sure how you are weighing those criteria because the Fayetteville School District goes to the Madison County line and includes Goshen. The Farmington school district is over by the Boys and Girls Club and included many parts of west Fayetteville.

Commissioner Anthes: I don't know how to weigh it, I am just asking whether it should be weighed and if there is a way to ask you to consider whether it should be weighed when you formulate the annexation policy. That is why I said maybe it doesn't need to be formally inserted in the document, but on the record.

Tim Conklin: I apologize, I am not sure how to respond to your statement other than there are multiple school districts and planning for Fayetteville and how we grow is just as important to the school districts or Farmington, Greenland or Springdale. There may be a time when we will have schools from other school districts inside the City of Fayetteville and make sure they are the same name as our City.

Commissioner Anthes: Okay I will withdraw my comment.

Commissioner Graves: If you have an area that is within the school district but outside the city limits today, would there be anything improper in considering the fact that that proposed annexation already falls in the Fayetteville school district as one of the factors to consider for bringing it into the City? Is there anything improper about considering the fact that it is already in the Fayetteville school district as part of determining whether it should be annexed into the City of Fayetteville or not.

Tim Conklin: I look at school districts and corporate limits as two different types of boundaries.

Commissioner Graves: I am disputing that.

Tim Conklin: Every square foot has to have a school district.

Commissioner Graves: I understand that there are areas of the Fayetteville school district that are not in the City and never will be because they are already in another City. My question is would there be anything improper about adding a bullet point that says you can at least consider that it is in our school district. These bullet points I don't know how we weigh them, we probably weigh them different depending on which annexation we are looking at so it may not matter.

City Attorney Kit Williams: The City Council has great discretion when it comes to what property it wants to annex. The basic question is do you want to annex it or not assuming someone is voluntarily trying to place their lands within the City limits of Fayetteville. From the purely legalistic point of view, no, you can consider anything you want to consider at all. However keep in mind that we do have Fayetteville citizens already going to other school districts and I am sure there is an overall feeling by the City Council that we do not want to

discriminate against any of our citizens. I guess I share a little bit of reluctance that Mr. Conklin had when he says that in this way we are kind of doing apples nor oranges if we try to tie ourselves to one particular school district which happens to be named the same as our City. We have citizens going to many other school districts and so therefore we are obviously interested in having all of these citizens get the best education that they can get.

Commissioner Graves: Again we are getting the disconnect I think between City driven annexations versus property owner driven annexations. I think if you have a property owner who lives out in the County but is in the Fayetteville school district and he decides to come forward to annex his property in is there anything wrong with as one of the factors among the many that we have considering the fact that they are already in our school district?

City Attorney Kit Williams: I think the City Council has virtual absolute discretion in a case like that I guess they can almost consider anything. I guess there might possibly be some citizen who would want to annex his property who was not in the Fayetteville school district and we said well according to our annexation policy it is a closed case and because you are not in the Fayetteville school district we are not going to annex you. That possibly there could be an equal protection of laws argument that we are considering something that is unfair to consider. I don't know if that would be successful because as I said we have such great discretion in deciding whether or not we want land inside. I think it is up to the Planning Commission and the City Council about whether they want to list something like that in their plan.

Commissioner Graves: That last thing you said about equal protection is enough for me.

Commissioner Ostner: What if it was phrased continuity of school district lines should be a consideration? Not trying to include or exclude anyone simply looking at how we work continuity with City limit lines and sewer lines, we just try to coordinate.

City Attorney Kit Williams: City limits lines and school district lines are nor contiguous and there is no continuity in there throughout the state so I don't know how we could ever go back in that direction and try to get continuity. They are different bodies, the school districts are different bodies than the cities and they have their thing that they must do and they must serve the citizens within their borders and we must serve the citizens within our borders and sometimes they are overlapping. I don't know how you can get away from the way the system has developed at this point in time.

Commissioner Ostner: I am not trying to change it, I am actually just trying to promote it and work with it. It seemed innocuous to me it must not be.

Commissioner Anthes: Are there further motions to amend?

There were no more amendments.

Commissioner Anthes moved to forward the City Plan 2025 document as amended in its entirety with the exception of the Future Land Use Plan Map to the City Council with a recommendation for approval. Commissioner Ostner seconded the motion. Upon roll call the motion passed 7-0. Commissioners Bryant and Lack were absent.

Mayor Coody: We are all going to discuss the map. Jill wanted to table it for further discussion but I think we are going to discuss it tonight.

Karen Minkel: In terms of time and the questions that have been brought up, staff recommends that Council now look at the policy document and choose whether to make a motion to adopt it and then as a large group discuss the Land Use Plan because we have been informed that there are going to be a lot of questions about that. The Commission will have to stay throughout the meeting as well. That would be our suggestion.

Mayor Coody: The Planning Commission has forwarded this to the City Council. I am going to open it up for City Council discussion. What do you think about this document or amendments or anything else that you would like to discuss?

Alderman Thiel: I think I support the written document at this time. I feel like it is a guideline and it is something we need to follow. I think the concepts in there are basically what the public felt like they wanted, I think there are still some concerns about the form based code and about the as of right building incentive. I think those are ordinances that will come forward and be debated. I think Tim explained it very well; the public wants our plan to look a certain way and our City to look a certain way. We keep saying we want a plan and I think that is one way to achieve one, you get a consensus in a certain area and you adopt the form based code and if you want to have inclusionary housing within that area as part of the ability to have the as of right development and also the speedier process of the form based code then that is something that we will all be concerned about within the whole adoption of that ordinance. To me that is the only thing that is questionable about it but I don't think we are adopting that, I think we are adopting a concept of a way to possibly plan certain areas and I think it has been clarified to us that it would be based on certain areas. It would certainly not be the entire City if I understand that correctly. I appreciate the amendments that the Planning Commissioners made and would support those amendments. As far as the map goes we will probably discuss that a little more in depth. I do have some concerns about the map and would probably rather recommend that it be tabled so that the public has more opportunity to really look at some of the areas. There are a couple of areas that I have identified that I am positive that constituents are not aware of what I think have been basically new zonings. That is a question to the staff whether or not they are basically new zonings.

Alderman Ferrell: I concur overall. I think the good out does the fair in this thing. There are some things that I disagree with but the more that I read it and the more familiar I became with it and the more I went through it I liked it better.

Alderman Ferrell asked what the first amendment was.

Karen Minkel read the first amendment that was made by the Planning Commission.

Alderman Ferrell: In looking through the text, what was presented to us? I see that in there. I see it in black and white that is something that is going to be pursued and is part of the plan so I don't think that needs to be made a goal. The other amendment that I would not support was inserting appropriate in front of infill in all instances where the word infill is used. I think you guys spent a lot of time on this thing and I think your message is loud and clear so I would not support that amendment.

Alderman Ferrell moved to accept all the amendments except to create a new Chapter and Goal 6 that says provide for a broad spectrum of housing opportunities and choices and then ask staff to provide the corresponding chapter when they complete their white paper and insert the benchmark into the time frame and the amendment that added the word appropriateness before the word infill.

The motion died for a lack of a second.

Alderman Marr: I struggle with the term affordable, attainable, I still think of it in terms of housing for people or work force housing and it starts from the person at an entry level position all the way through and that we need housing options for all of them. It would be hard to argue that we have that today and so because of that I like the goal.

I do have a concern over defining what is appropriate infill but I like the terminology. It scares me to not have a factor in there that addresses it from a maximum credit standpoint when we get to defining that through these ordinances or the meat that is going to be on the bone. That is, why I can't support taking it out because I think the biggest fear from people is what they don't know. Commissioner Clark was asking a question about this development is going to go thorough on a use by right without having to go through an approval process, I think that sentiment is shared mostly city wide because people do not have confidence in the kind of development we are going to get so it is the protection in a way. We are trying to develop a code a visual picture, a form that if they built that we would be comfortable with it and that the public input process is on the front end of it so that we get the predictability that the development community and Alderman Ferrell wants and we get the stability and quality of life issues that the neighborhood side wants. I think if we don't put the word appropriate in it and define it in this process we are going to have a lot of arguments about that point. I think they were both very good amendments.

On the street cross sections that are in this plan they do not appear to me to be what we have, they do not have bike lanes, they have four foot sidewalks when we currently have six foot standards, we are talking about being a more pedestrian oriented city and we are going to reduce sidewalk cross sections on our local streets. I am just trying to understand this. When I think about looking at these cross sections in that section of this plan they are so different in some ways than what we have today. I don't really like them. I am trying to understand what the rational for that is. I did not hear one thing in our public process that spoke to reducing sidewalks.

Karen Minkel: The Master Street Plan guidelines are what are currently in the General Plan 2020 document; there are no changes right now. That is something that we are currently drafting. We are working with the Engineering Department and our trails coordinator to gather all the cross sections that we have distributed throughout multiple plans in the City. We will bring forward a draft and a new Master Street Plan that will go through the traditional process of first going to the Commission and then to the Council in order to address that. Right now there are no changes to that section but we are bringing something else forward.

Alderman Marr: So when the Street Committee looks at these items and the public talks about transportation projects what is our guiding principle?

Karen Minkel: It was actually in line which is also in this policy under Goal 4 in that we create a livable transportation system. One of the objects there was that community planning will

precede and out rank transportation planning. We feel that if this is adopted then this gives us a general framework that we would use to address our transportation system in our Master Street Plan.

Alderman Marr: Again I go back to my concern on builder, developer, citizen, predictability. That if we are trying to get to the point where people could trust what it is that we are going to have as the end result. Then I think that is something that needs the gas pedal instead of the brake. I don't want development being improved in any part of the City that doesn't address multi-motor, pedestrian access environments.

Mayor Coody: How long do you think it will be before you can bring that to us?

Karen Minkel: The current work plan that I have put together would take approximately one month.

Jill Anthes: It was my understanding that we were not even considering those transportation issues today. When I made the motion to forward, I did not believe that was part of it.

Karen Minkel: That is correct we are not making changes to that currently.

Alderman Lucas: I have looked for a definition of urban sprawl, suburban sprawl, what is the planner's definition of that?

Karen Minkel: I think you would probably find that multiple definitions exist. It is usually described as low density and single use. We can include a definition in there if that would help to define it for everyone. I do not think there is a standard definition.

Tim Conklin: On Page 74, Goal 3, it talks about not creating a single use development but creating a place that has more things that people need every day. A neighborhood contains not just houses but a mix of uses that are adaptable for change over time, houses that are not just one type, a range of housing types.

Alderman Lucas: It would be nice if we had it in the glossary what it was. The statement regarding limit growth on the edges of the city under the suburban sprawl, I went to some of the charrettes and the participants placed several circles in the northwest especially around the schools, I did not see that reflected in here. I think it would be smart for us to use the traditional town forms to control the growth or the suburban sprawl.

Karen Minkel: The sector map, I am wondering if that will be enough. It does have targeted growth areas in the northwest and the northeast even within the planning area which I think reflect some of the public participation that you were talking about on the west side. In my mind it might address your concern.

Alderman Lucas: When we address these areas like annexations or the development in the west or the new areas in the east that will be addressed later on when we do the traditional town forums of planning those areas. We need the Land Use Plan before large annexations so that when you develop these codes or ordinances to address these things I hope that those will be included in it. What is human scale?

Tim Conklin: I think when we talk about human scale the scale of an urban type form that we are comfortable in. For me when I use that term or we look at that term understanding how the public space is interacting with the buildings. I think it is important to be able to tell how many stories you have with regard to design. I think when we talk about human scale it is a development pattern that is not just auto oriented but allows for people to interact in the community and move about the community based on its design.

Alderman Thiel: Shirley pointed out in the charrettes they targeted certain areas, I understand the concern with development in the edges of the City but we keep saying the infrastructure is not out there, I think what people need to understand is the infrastructure in the older part of town in some areas is non-existing, in some areas we do not have sewer. Some of the sewer lines and water lines are very old and aging. We need to be mindful of that when we start talking about tiered impact fees because we need to look at parts of town to make sure they are not in need of infrastructure. I understand about sprawl in the edges of the City but in some cases they are in a better situation than some of our inter city which we continue to encourage infill and I think we want infill but we need to be mindful. Everyone says the infrastructure exists there but not necessarily or it is very inadequate.

Alderman Jordan: Commissioner Ostner, when we use the word appropriate what would be your definition difference between appropriate and compatible?

Commissioner Ostner: I would think appropriate is a larger tool. Two buildings could be compatible but for a building and a river to be appropriate you have to think different. You have to look at the place how do I get it appropriate. Does it look appropriate as I walk down the street, maybe the uses need to be appropriate. When I look at compatible it is usually apples and apples. That building is not compatible with that building.

Alderman Jordan: Basically does it fit?

Commissioner Ostner: Even outside the box does it fit in many ways?

Alderman Jordan: We talk about this being a skeleton. This is a broad based framework but the Aldermen could come back with an ordinance to fine tune this?

Karen Minkel: I think that is the reality. I think the benchmarks lay out what ordinances staff has proposed pursuing and we will certainly take direction from Council.

Alderman Jordan: I just did not want to be locked into something. There are a few things in here that I don't agree with either, I would like to bring something back later to the Council. I have a problem supporting anything where public input is kept out of it. For the most part I like the amendments. Regarding attainable housing I feel people should own their own homes and whatever we need to do to get that going it needs to happen. I think we need to bring forward things where people in the low incomes can afford a home. I appreciate Commissioner Clark bringing that forward. I believe that what makes a community strong is their diversity. I believe that all people regardless of who they are or what their income levels are should be at peace and harmony. I believe that creates a very strong and vibrant City. I will support this plan.

Alderman Cook: This is only the beginning; it does not tie us in any corners until we actually as policy maker's start passing ordinances does this become reality. That is certainly our burden

and everybody's goal here. I think this is an excellent starting point. I agree with the goals that were discussed tonight. We may have different views on how to get there but that is the fun of the debate.

Alderman Marr: The use of the term neighborhood plan when you look at the map it looks like that is the urban core. I am nervous about people hearing neighborhood plan and feeling that it is how we define neighborhoods today as opposed to talking about town forum or using something that speaks to all the uses. I feel like at some point there should be better vocabulary to describe what it is we are trying to communicate.

Frank Sharp a citizen thanked the City Council for funding the Dover, Kohl study and the charrettes. He also thanked the Planning Commission and staff for all of their work. He stated it has been very beneficial and he enjoyed the process. He stated there are three points that he would like to make one is the ecological map that was completed by the Nature Conservatory, he stated he hopes they look at the map and the important sites on the map. He also would like to look at the possibility of using the transfer of development rights to the core to help build this enduring green network and not just the core. Third, there is a possibility of getting grants to buy or get the development rights to the green network.

Mayor Coody: Thank you for helping the City for many years we would not be the same town without you. Could we get a copy of that map?

Frank Sharp: Sure.

Alderman Lucas: I would like to thank you for taking this group around to look at different acres.

Alderman Cook moved to adopt the plan. **Alderman Lucas** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Reynolds** and **Rhoads** were absent.

Resolution 123-06 as Recorded in the Office of the City Clerk.

Mayor Coody: Now we need to discuss the map.

Karen Minkel: There may be a lot of discussion on this but staff would like to point out that without the Future Land Use Map the policy document will be in limbo. They need to go together when our planners use them.

Alderman Thiel asked about the area east of the 265 intersection and north on Huntsville that is zoned community commercial and the neighborhood commercial. She stated on the north side there is a single family residential area abutted against a more intense commercial development zoning and on the south side there is neighborhood commercial joining no development. Why did you place the higher use commercial closer to a single family residential area?

Karen Minkel: Staff made as few changes to this map as possible partly because the City plan suggests going forward and doing complete neighborhood plans in different areas. When we looked at it we looked at zoning that has changed over the past five years that Council has approved have been changed on the map to reflect those zoning decisions that Council made.

Other than that the only decisions we made were removing the office type as a land use because we felt it was somewhat redundant. Also getting rid of the historic commercial land use now that the Downtown Master Plan is in that area. We are definitely open to suggestions.

Alderman Thiel: The area south of South School and north of Sunrise Mountain Road that area is not zoned industrial now.

Karen Minkel: It was zoned industrial and there has not been a Council decision within the past five years regarding the zoning in that area.

A discussion followed on the zoning in this area.

Commissioner Myres: Is there a difference between a Land Use Map and a Zoning Map?

Tim Conklin: Yes. These maps reflect the General Plan Future Land Use Plan. It is not the Zoning Map but it does try to reflect the zoning decisions that have been made in the past.

Alderman Marr: When I think of the Future Land Use Plan it should be a picture of where we want to go. It seems to me that we aren't looking as completely at nodes as we are continuing to create strips. That bothers me about this map. One of the reasons for looking at the west annexation area was so that we would develop these nodes in this section of town as opposed to getting strips. I guess I don't see in the new plan the future nodes that we want to see, I don't see where they are recommending that. It looks to me like we are just staying with what we have.

Karen Minkel: What staff was hoping to accomplish is that those nodes would be fully developed with a complete neighborhood plan. I think one of the concerns when we talk about these commercial nodes, when we talk about replicating them, I am not sure everyone bought into the idea that all of those nodes should look like something like Mission and Crossover. We were looking more at the complete neighborhood plan through traditional neighborhood plans. What we are hoping to do is that there are key areas of the City that the community might want to see developed as a traditional neighborhood plan. What staff is hoping to see with this map is as we bring those areas forward and the Council prioritize which areas we want to do complete neighborhood plans you would begin to see this map change. The Sector Map gives a conceptual idea of what that might look like, that was the intent on this map.

Alderman Marr: If this is an area we want to see that forum developed, I don't see it anywhere other than where we have it today.

Karen Minkel: In the benchmarks in the City Plan it lays out the complete neighborhood plan strategy. In the first year we would select different areas and present that to the Council and present how we prioritize it. The staff recommendation and the Council would decide whether to move forward with that. After that each year we would tackle a new area.

Alderman Marr: I hear the Planning Commission say they want to be able to have direction and I don't see where they are going to get this neighborhood node concept whether through the document or the map until later down the road and yet we are addressing some of those other things as we roll it out with its initial item.

Commissioner Anthes: That has been my biggest concern about the map too. I feel like this map reflects more of what is on the ground than the vision so why are we calling it the Future Land Use Map if it is not really indicative of the future but indicative of what we have already decided. I am looking at the Sector Map that was in our packet and Dover Kohl's proposed Future Land Use Map as proposed in the document and to me this proposed Future Land Use Map is much more correlative to the Sector Map and to the vision than what was proposed by staff. At this point I would be much more inclined to adopt the map as proposed by Dover Kohl in our document rather than the one that is merely a formalization of past decisions.

Tim Conklin: One of the challenges that we face is how to show these complete neighborhood plans geographically. It is hard to show this on a map.

A discussion followed on the different maps.

Karen Minkel: Our intent was that the two maps would be used together. We initially tried to overlay the Growth Sector Map on the Future Land Use Map but it was difficult to read. That is why we separated them. The current Planning staff uses the Future Land Use Map whenever they consider any kind of development so they need to look at more than just the land use type. We do consider them both a part of the City Plan 2025 and how we would consider looking at growth areas and complete neighborhood plans.

Commissioner Anthes: But the actual geography's of the zoning placements on this map are very different.

Jeremy Pate: Actually the overlay that Dover Kohl utilized in the map that you are referencing is the General Plan 2020 Map and they included the growth sector overlay and the infill sector overlay over the top of those.

A discussion followed on the map.

Alderman Marr: What in your opinion are the other changes on the 2025 Map from what we have today?

Karen Minkel: I think one of the things is that we removed the office land use type and we also removed the historic commercial. We also went through all the ordinances that have been passed in the last five years since the 2020 Plan was adopted and made sure they were reflected accurately in this map. In your memo you received an itemized list of the specific changes and a description of where those changes were. The major change is you have the addition of the Growth Sector Map, before we did not have anything like that.

Commissioner Clark: I understand the problem Alderman Marr and Commissioner Anthes are having. To me the map that we are going to get from this process is not just descriptive it is proscriptive. I hope we can fix that map but I am not sure we can do it tonight. The citizens of Fayetteville need to know their future is right here on this piece of paper. Even though you say it is an idea, it is a conception, it is a suggestion, by the time we get it, it is fact.

Commissioner Graves: My problem with the current interaction of the map is I don't understand what it is supposed to do to help me. It is a snapshot of now as opposed to a tool for me to use as we encounter proposals in the future.

Karen Minkel: Zoning is an emotional, controversial topic, our approach in working at changing zoning through complete neighborhood plans in terms of the City perspective we felt was a way to give each of those areas the attention it really deserves in terms of zoning. It would take a lot of staff time to give each part of the City the attention it would deserve and to look at rezoning each part of it. There would also need to be signification public comment.

Commissioner Graves: I do not want a rezone or a map that is a proposal of rezonings. What I thought a Future Land Use Map was suppose to be was here is what we envision what we want in these areas and then as things come in for rezonings we look at that Future Land Use Map and attempt to conform to it as best as we can. To just have a snapshot of how it is now there are things we already know we don't like about how it is now. What is more useful is a map that says this is the vision of what we want in 2025. So we can look at a Future Land Use Map and say here is what the City Council has told us that they would like to see this area developed as.

Karen Minkel: They are two tools. The Sector Map is the tool for long range planning and the Future Land Map is a tool for current planners.

Jeremy Pate: The plan document that the Council has adopted tonight is probably more comprehensive than our General Plan 2020 ever was. It is more useful to us to make recommendations to you in understanding exactly what we are going to do in our vision of growth and development, One way you could do this is to call the entire City mixed use the planning area mixed use and understand that type of pattern. This is a multi use tool, one is the plan document that we have, the book, the other is this plan which does reflect the policies the City Council has set. It does reflect areas where we didn't feel industrial uses were appropriate and things that had been zoned already by the Council. The third tool is the Future Land Use Plan and the growth Sector Map and understanding in these areas that the citizens defined the areas that they would like to grow.

A discussion followed on the maps.

Alderman Marr: Why is it so critical to have this map if it is the same as what we have today?

Jeremy Pate: It is a visual tool. You have to have a map that goes along with the plan.

Alderman Marr: I want to make sure that when a developer comes forward they get a map they can understand.

Commissioner Anthes: This seems to be a poor reflection of our intent and I don't understand how it adds the predictability either from the Planning Commission stand point or from the development stand point.

A discussion followed on the maps.

Tim Conklin: I recommend as staff we go back and look at ways to illustrate on the Future Land Use Plan what is reflected in this document that you adopted this evening.

City Attorney Kit Williams: You can amend the map or adopt the map by resolution at the next meeting. I am concerned that you would have a plan adopted without a map. Maybe not adopt a new one but have some map that goes with the plan that you adopted.

Commissioner Graves moved to forward the 2025 Future Land Use Map to the City Council with a recommendation that it be revised before it is adopted by the City Council. Commissioner Ostner seconded the motion.

Commissioner Graves withdrew his motion. Commission Ostner withdrew his second.

Commissioner Graves moved to table the proposed 2025 Future Land Use Map until staff can make revisions to it. Commissioner Clark seconded the motion. Upon roll call the motion passed 7-0. Commissioners Bryant and Lack were absent.

Tim Conklin: I would like to recommend that you go ahead and adopt the Sector Map but allow staff to continue to utilize the 2020 Plan in the interim because it does have the land use on it where the Sector Map doesn't.

Alderman Thiel moved to adopt the Sector Map as a temporary map. Alderman Thiel withdrew her motion.

Alderman Cook: Did I understand that this 2025 Plan and the Sector Plan those are working together to be the overall 2025 Plan. The only reason you did not overlay them is because it was too much information to put on one map.

Tim Conklin: That is correct.

Alderman Thiel moved to continue to use the 2020 Plan until we have a 2025 Plan based on the Sector Map. Alderman Ferrell seconded the motion.

Alderman Marr: If we are going to adopt an interim map it makes more sense to adopt the newly proposed one because at least we get mixed use as an option in the map that we don't have in the old map.

Alderman Lucas: The Sector Map is reflected in the 2025 Plan.

Alderman Lucas: In this proposed city plan why didn't we extend the planning area on the west side of town?

Tim Conklin: We did not make any amendments to our planning area as part of this process. That is something we could work on and bring that forward to adopt.

Alderman Thiel changed her motion to accept the City Plan 2025 Map as the interim map. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. Alderman Reynolds and Rhoads were absent.

Meeting adjourned at 10:10 p.m.

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

Aldermen

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

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



**City of Fayetteville, Arkansas
Special City Council
Meeting Minutes
August 29, 2006**

A Special meeting of the Fayetteville City Council will be held on August 29, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

New Business:

Compensation Philosophy Adoption: A resolution to adopt the City's Compensation Philosophy for City employees.

Michelle Bechhold, Human Resources Director: The Compensation Study Committee met last night. Carolyn Long, CEO of Management Advisory Group, visited with the Compensation Study Committee about the draft statement I believe you have an updated statement that was provided following that meeting. There was one amendment that was made to the Compensation Philosophy Statement. This is something the City decided to put forth around the first of the year, after we had some issues with our 2005 Salary Survey. The Compensation Committee has recently changed chairmen; Alderman Bobby Ferrell is now the chairmen. Carolyn Long with MAG is here to answer any questions that you may have about the Compensation Philosophy.

Carolyn Long, CEO of Management Advisory Group: Over the last couple of months, we have been working with the City on a Compensation Classification Plan. Part of our Compensation Classification Plan, the point that we are at now, we would like to have guidance from the Council to sort of have direction through a Compensation Philosophy that guides the

structure or design of the architecture of the plan. We had asked through a survey for participation, I was gratified and pleased that we had good participation from the Council members in an anonymous survey that was sent directly back to my office which was incorporated into this document. Hopefully for those of you who participated, I hope that you can see that we were careful to weave it in such a fashion as to try and represent your views and your thoughts on this.

The first part of the document is a background on the characteristics of City employees that are desirable and what are the objectives of the sound Compensation Policy. The second section on page two is a synopsis of the analysis of the survey. We gave assurance to the Council members who participated, that we would summarize the information in such a way that no one's individual comments could be identified. We did attempt to do that. It was a great relief when I got the comments back and found there was a great deal congruity in the direction and the thoughts of the comments. I told the Compensation Committee that I was very pleased that I didn't find polarizing views which make it very difficult to reconcile the document. There was a great deal of solidarity in what the members of the committee thought.

Section B is incorporating the City Council's goals into the Compensation Plan. I would like to point out that in the 2003-2008 Strategic Plan one of the important points of this plan was a Classification Compensation Study; you are well on schedule to complete that goal, well within this time frame. We are going to be asking the Council to consider the policy and hopefully to adopt it. In terms of some sort of general statement on compensation philosophy you want the statement to be concrete enough to be meaningful but you also want it to be flexible enough so that you are not tying the hands of future boards and decisions they may need to make based on the economy of the City of Fayetteville as it might change over time. I always advise that you have a Compensation Philosophy that you adopt that as flexible but without putting specific target's in there that you might have to undo at some future point. You want a document that's broad and flexible but is meaningful. If this Compensation Philosophy is adopted by the board then Management Advisory Group would follow with some affecting recommendations on administrative policy as well as compensation structure and recommendations on design and process that would then support the broad framework of the Compensation Philosophy.

The Philosophy itself is broad enough to be flexible, but it's specific enough to give guidance. If that guidance is done and the follow up on that is to have a process, that's an administrative process as well as compensation, architectural and design that is implementing this philosophy you will have laid a blueprint and laid the ground work for how compensation would be treated with employees. It's not saying that you couldn't change your mind at some future point or that some future Council, working under a different economic reality, might not have flexibility because that's inherent in what we are recommending. But it would certainly take this from the philosophical down to the practical and the implementable. You should and would expect to see some policy recommendations in terms of the administration and implementation of this policy. Of course that would be subject to change as situations change in the City.

Key benefits are the citizens of Fayetteville would have confidence that their compensation dollars which are a significant part of the City's operating budget would be directed towards an affective City workforce. That is a very important issue because that's a very big part of the budget process. We would like the City of Fayetteville to become in your market area an employee of choice, positioning yourselves competitively with other employers. Employees

through both the Compensation Philosophy document as well as any effecting policies and implementing recommendations, the employees themselves would have a better idea of what the pay philosophy is and how that is played out in their day to day lives. Perspective employees would also be able to understand and know what the decisions and direction have been for the Council for the compensation package for the City employees. Finally, we are recommending that you set the pay line at the market average for the peers and the competitors. You have given us direction on peers and competitors and we are going to have an additional discussion with the Compensation Committee on the results of the market survey. I would say that what we have so far in respect to the results, the City's position is good, it's competitive and I think the over all responses that we have received have been very encouraging, details will be provided at a later date. I think the participants that elected to participate in the process for you, we are duly grateful for there participation, will set a very good and very competitive pay line for the City. At this point it has all worked out very well. Any questions?

Alderman Thiel: I realize that you want to keep the philosophy statement broad and it seems like it is incorporated. Do you think the philosophy adequately covers the concerns about the department evaluations being equitable and training for directors to achieve this? I realize it provides for a performance and experience recognitions program. I know that you are going to come back and make recommendations for policy that will be done administratively. One of the concerns that I have heard is that departments evaluate differently and they don't have training. I just want to make sure that is followed through properly in our HR division. Is this something you feel like has been incorporated adequately?

Carolyn Long: It's not in the Compensation Philosophy; I think there is another piece to the Classification Compensation design that you are still going to anticipate and that is the performance appraisal piece that I think the Compensation Committee is working on that. Typically your effecting policy on that in your practices would be incorporated in an operational document and that may change. What I would envision the Council doing is setting a document now that sets the tone for where you want to be, that says we are going to be at least at the market average. I would like to talk with the Compensation Committee about what that means and how you are positioning yourself relative to the response of market that we have, which I think is all very positive. I think some of the questions that are still unanswered are going to come in the next piece or they will come in the policy and the recommendations that we would make with the Compensation Classification piece to actually give you the operational nuts and bolts of this and know that those nuts and bolts can change as the times change. This is a very general statement of what you see is key characteristics for employees. Some of these key characteristics could be translated into performance standards if that is a key goal of the City but I would not want to see too much locked into a philosophy document.

Alderman Ferrell: You are right Alderman Thiel, we heard during the Compensation Committee hearings loud and clear about some of the things you talked about and that is coming up in the third part of what we have been charged with. I would like to thank former Alderman Marr for all the work he did on this. I would be interested to hear his comments about what he's read about this being an HR professional. Carolyn, once again last night from what I read, a philosophy is a philosophy and a lot of communities don't have a philosophy; I think that is very positive, there is flexibility built in, it is something to guide us. I think it is very fair. Thank you for the work you did on it.

Alderman Lucas: Just for clarification, I see it says conduct a market review every year and a comprehensive market survey every four years. What is involved in the market review every year?

Carolyn Long: Typically, with a market review what we would recommend to you is you select from the 80 benchmarks which are really 80 market rating pieces. Once the plan is set a comprehensive benchmark for your different levels, probably around 25 or 30 benchmark jobs that you would sort of see it as your key indicators of where the market is moving and we would give you some guidelines on what to select and recommendations on those and then the Compensation Committee could make a determination on that. Typically what you would do on a market update is you contact the participants that you have decided are going to be your core participants and ask them what they are planning on doing or have done with respect to the market. You look at what the Economic Cost Indicator has been. I mentioned last night at the meeting, the ECI which is not your cost of living indicator that is your economic cost indicator that is the cost of the labor market; it is a bureau of labor statistics information that is published regularly. The ECI for Local and State Government for the first two quarters in 2006 is 3.9%, so you would look at what your peer and competitive employers are doing, you would look at the economic cost indicator and then you would make a decision as to what kind of structure adjustment you might be giving so that you are keeping your whole structure competitive. On the fourth year mark you would redo your salary survey and go back out and collect the information again. That should never put you in a position of being way behind. Every four years you would be seeing if there have been any seismic shifts in your benchmark positions, that would say we better go out and rethink this or do some more survey work on this group of employees. For example, right before Y2K, the whole compensation for IT positions just went whacko; people were getting \$50,000 raises to go other places. That could happen again with some other group of employees or it could happen with IT positions again. But if you do it every couple of years or every four years, every year you are testing the waters and every four years you are reworking the thing. You should not ever fall behind again. Not that you are behind, looking forward you wouldn't be behind.

Alderman Reynolds: Mayor, I would like to hear from our former chairman that's led us through this thing from the start, Mr. Marr.

Mayor Coody: I asked former Alderman Don Marr to be at these meetings so we could have his expertise.

Don Marr, Former Ward 2 Alderman: I think the philosophy is a good philosophy, it certainly articulates what as a committee we heard. A couple of things that came to my mind that I think the Council needs to think about as they adopt this and explain in the debate process for City employees. When they hear us say we are an above average City, we are a top ten city and we get these awards and things of that nature and then we talk about average pay match then I think we have to explain the difference in that, we are not asking you to be above average and pay you average. But when you look at our collective compensation which was a part of the overall strategy that our benefit programs looking at the kinds of things we offer in combination with our pay may make us better. Also the cities we select are a big part in who we are matching against. So if we are matching against stronger cities that have the same factor's that we have, then I think it would be safe to say that their average is probably a better average than if you were picking communities that were less economically valuable, not as good in growth factor and

things like that. I think it is just a matter of explaining what that means and I think Carolyn Long would be able to speak to that. I think the Council and the Consultants are smart to advise that every philosophy should have an economic gate keeper, if you will; that you can't get what you don't have. For example, if you happen to be in New Orleans with Katrina then what you can do with your pay is very different than what you would have done pre-Katrina. It changes the market place and economic factors have to be taken into consideration. I think it would be foolish to have a philosophy that doesn't incorporate that into it. With that said, I also think the Council should have dialog and debate that articulates to the employees that, if we are in a tough economic situation, where will employee compensation be placed in the category of priorities, will it be in our first phase of priorities that we look at and how we allocate money, will it be looked at equally across all items that we are seeking. I think it is justified to have some discussion about that because I think the fear is that the company never has enough money and the employees always want more money. So if we start from that premise in that there is an economic factor that we have to take into consideration, what employees actually hear is that we are never going to get it fully implemented, you will probably hear that from people who will be fearful of that. You have the responsibility to make sure and use citizen dollars to the best use possible, you also want to get the most bang for your buck. If economic conditions are down you can't give away what you don't have, but it's what gets prioritized and whether compensation is seen as a swing budget item. I would just encourage you to make sure that however you group categories of new expenditures that current compensation of current head count in a tight economic time is looked at in the top priority area. It still may not be fully implemented. It may mean that we don't add jobs so that we can take care of the people or the head count that we have or the services, which I think we already do that. I think it is very well written. I don't think it's a magic bullet that does anything but articulate what you are already doing, that's how I read it. I think we already try and pay at market or measure ourselves to market with cities that we consider to be comparable and I think this document does that. I like the points in there where it talks specifically about the flexibility in both hiring rates and providing competition for existing employees that is flexible and internally equitable because I think that is the other item that we have heard a lot about was internal equity, employees that once you get into the structure the only way that you ever feel like you get tested is when the next person gets hired at whatever rate they come in at, so I think it is good to have it as part of the philosophy. I thought they did a very nice job in writing it and I think it is pretty accurate to what I heard you say through the Compensation Committee.

Dominic Swanfeld, Police Sergeant representing the Fraternal Order of Police: The FOP is concerned about the terminology in this philosophy of market average. Like Mr. Marr pointed out it is very common for a city to reach out and tell other people how great of a city we are. It's very common for the Council to let us know as employees how great we are, to advertise in recruiting the great things, we are top ten this and top ten that, Fayetteville Vision 2020, top quality responsive services, to me that doesn't equal average. There is an option here to ask for average, market average or above market average. There are municipalities in this country that ask in their philosophy statement to look for above market average pay and benefits. This philosophy doesn't do that. There is a safe guard in this Philosophy right now to where we have no guarantee that it will cover to get us to market. We have heard that if we don't have the money then we just are not going to get it, which we understand. There are times when the City is working more effectively and the financial situations are better, there are times when it is not so good, we understand that. Basically there is no guarantee that City employees will be kept at a market average so what difference is there if the pay line is set above the market average. Is

there any thing in the proposed philosophy that locks the City into providing an increase in compensation, no. We agreed that it must be concrete but flexible, but like other municipalities that want above market, I think the Council members expect City services to be above average. When you call the Police Department you want above average services and we want to give you that, the citizens expect above average services. As employees of the City we would like to be, at least in the Philosophy Statement, be paid above market, whatever that is. I am not going to shoot for the stars, I am not going to ask to be paid the best, if there is 100 cities that we are looking at we do not want to be the top of the line, but 50 is that competitive, if the Razorbacks finish 5 and 5 this year is that competitive, I don't think so that is average.

This compensation, like Mr. Marr said, some of the things we have already been doing, we have always been at market and we have always tried to get the market. In years past when we have shot for market we have not been able to get there, it is half here and half there. I understand the financial hardships here. In this philosophy we have talked about excellent work force, it doesn't say average work force it says excellent, excellent does not convert to average. We need to continue to lead by example, the State of the City Address in 2006 states we have the most professional Police Department by far of any city in Arkansas or the region. Words are great.

Mayor Coody: I hope that was a true statement, I believe it was.

Mr. Swanfeld: Thank you sir, I appreciate your support tonight. We are concerned about that, like we said we understand the financial situation. I think as an employee it would be great if our Philosophy Statement said we would like to pay you folks above market, whatever you set that at. We are concerned of the economic reality. Where are we going to change ordinances in the City to account for some extra money, where does the extra money go, does it go into reserves just because it is extra. Do we hire more folks or do we expand services, I think that is a very important thing the Council needs to decide in order to ensure that we are at least working towards compensating employees. Again we are not asking you for the top.

Frank Johnson, Chief of Police: One thing I am going to ask you to consider is how you will weigh the increase work load and call volume in a Police Department without any corresponding increase in personnel, when considering competitiveness and overall Compensation Philosophy. Basically, what I mean is that in the short two years that I was the Chief, I saw that when we were developing a strategic plan, we were going to rely more on the existing resources and not be as dependant on these dramatic increases in personnel that we had in previous years. Basically I saw through the budget process that we were going to be doing more with less. The Fayetteville Police Department has become more of a generalist Police Department, where an officer on the street can answer a disturbance or may actually be the investing office conducting a preliminary investigation, which may include locating trace evidence and processing it and so fourth. As a Chief, I really got a lot out of them at a time I also saw that we weren't going to be adding more officers. So I knew that some of the strategic plans that we where about to put in place that I was going to be squeezing more out of them. I don't know how you weight that, how you put a value on what they actually do when you start making those comparisons in the survey groups. I can take a Fayetteville officer and compare it to another officer in the State and through the course of the year, the Fayetteville officer will actually perform more duties, more variety of duties and have more responsibilities and you will be getting more for that salary, so how do you make that comparison? At some point I think it is important for the officers to see that is a factor, that you weigh that in. I have checked and these guys do a lot of work comparatively

with agencies of similar sizes that make up the survey group. I would like for you to strongly consider that to.

Mayor Coody: You have been an excellent Chief and we really hate to see you go. Congratulations on your new position.

Alderman Thiel: I would like to follow up on what Dominic Swanfeld said. We do ask for above average employees because we are asking them to work harder rather than hiring new people, plus I think we do really expect a lot and our citizens expect a lot. Was there a consensus on the questionnaires because I remember the way I responded about the above average pay. Did you have a consensus on that? I certainly felt like we are asking for above average service.

Carolyn Long: I would suggest after listening to the very excellent comments that were made tonight and I think they had some good valid points, if there is a desire to change this, in the sense that you adopt this philosophy you are setting the baseline for what is going to be the policy in the City, you could put in a statement with 'not less than the average market,' which would maybe transmit the fact that you are leaving the door open, you are not saying it has to be the average but not less than the average, which would at least establish that floor without specifying where you want to be. I really caution you to try and avoid putting any sort of specific number, targets, or goals in here.

Alderman Thiel: Such as above average?

Carolyn Long: I think there are so many elements to how that might be interpreted. If you use the average of the market everybody knows what that is. If you say that not less than, then you are open on an annual basis as you are doing your budgeting process to determine what that factor might be if you have the economic resources to go above the market average. I know that you have a very excellent workforce here; I know you are striving to retain that, your overall compensation position is always and continues to be competitive. I would caution you to avoid language that appears to be lacking in a position. Everybody knows what the average of the market is once you have determined what your market is and hopefully we are helping you do that then the average is a numerical score. It's an ambiguous figure. It's open for debate as to what was the intent of the Council in this philosophy. If the intent of the Council was not less than the market average, then I think you have said you are telegraphing that we are open to more than that, but we are not putting a target goal in there. I will tell you that many Council's struggle to be at the market average. You are in an excellent position from the research that I have done you are in a good competitive position; your market that has responded is very highly complete. That would be my suggestion.

Alderman Thiel: I would like to make that amendment then, competitive with not less than average market salaries.

Mayor Coody: We have a motion to amend. The language would be competitive but not less than the average market.

Kit Williams, City Attorney: Is this on page three?

Carolyn Long: Page five, the first bullet point.

Alderman Thiel: Provide a base compensation structure that is competitive with not less than the average market salaries.

Mayor Coody: So the floor would be average or above not average or below?

Alderman Jordan: That's right.

Alderman Ferrell: What happens in a situation, where something happens here but not to the cities around us, just here? Is there going to be an understanding among everybody that we are not going to be able to do it, or are we going to be held to the language in this?

Alderman Thiel: Don Marr suggested that we put something in here with that wording but he didn't say what.

Alderman Ferrell: I was just wondering if that should happen, where we would be if we are doing an average and we look at the markets around us, it didn't hit them but it hit us. I think it's something that we should ponder.

Mayor Coody: My impression would be that this wouldn't be a legally binding document as much as a philosophy or guide. I think that if we got hit by a tornado and we really had some binds, this philosophy could be shifted to make way for a new reality. We would be allowed to do that wouldn't we?

Kit Williams: Certainly this is just a guide like the 2025 Plan is a guide and it's not binding in either direction. If you look at page three at the top it says *budgetary constraints were viewed as a limiting factor in the implementation of any compensation philosophy*, so you are acknowledging that budget constraints can play a factor no matter what you would like to do.

Alderman Ferrell: My reason for asking that question is one of the reasons we are here is because we did a survey before that when the results came out, everybody said we like those results but then they weren't the accurate results. That caused some frustration among the employees, they wanted to go to the higher number, not to the one we were able to do. That causes me great concern. I want to be fair and I want to be equitable, that is the reason for my concern but if the economic situation of the City dictates what it can be, I don't have a problem with your amendment.

Alderman Lucas: I like the way it was stated, competitive with the average market. That seems like it can be above or average, but it has to be competitive. I thought you covered that quite well. I was concerned about locking us in also because there may be times when we have economic turn down.

Alderman Rhoads: I don't have a problem saying that we will strive to be above average, what's above average, barely, a whole lot? I don't see the difference in saying above average and saying average is the floor.

Mayor Coody: Kit, do you have an amendment worded?

Alderman Thiel: Under hiring it would state *provide a compensation structure that's competitive with not less than the average market salaries as incorporated into the City's Compensation and Classification Plan.*

Dominic Swanfeld: If the Aldermen were posed with that question, do you want your employees to be paid at market or above market if there is some consensus from within the Council and I suspect there was if that's what the data is showing. Alderman Thiel has expressed her position. We would support Alderman Rhoads feeling of above average. You see places out there that are 5% above the average, they talk about percentiles, where do you want to be on the percentiles and I know the consultant suggested not using percentiles which I can appreciate. At the bare minimum above average, I believe would be sufficient. Alderman Ferrell's question cleared up some things for me as well, I understand this is not binding, if the finances are not there, but let's at least put it there. If we can do it let's do it. The thing that's interesting to me, Ms. Long told me that there are jurisdictions out there that do ask to be paid above market, my question would be, what is the wording in that term, are there some agencies or municipalities that ask to be paid above market and how do they word it? I can appreciate her shying away on asking to stay away from that but if that is what the feeling is of the Council, citizens and employees that we give above average service then we would like to be compensated above average.

Don Marr: I completely agree with the consultant that there should not be percentages in a Compensation Philosophy that's a guiding document; it's like a 2020 Plan not an ordinance. I hope you will think about it that way. The other thing is you need to keep in mind expectations, if we all looked at a photo, a very narrow spot, what do you think we can see and then we went away from that photo and actually saw the picture, we might have eight different opinions of what we thought we were looking at. I would encourage you that your philosophy should reflect what you expect to do. If nine times out of ten you are not going to meet above average implementation you need to think about that when you design your philosophy. If you are going to define your expectation as total compensation, because you all are talking about a specific item; you are talking about base pay per hour, matching that average to market unless the consultant is doing this consolidated total comp. number, which I don't think the RFP called for. This is one component of the Compensation Philosophy that you are looking at, you then add on the benefit side of it. There was feedback that the committee heard specifically about the Police Department whether it was cars, uniforms; there are other items that might be looked at that gets you to your above market philosophy. When you think about what you are going to implement, where we have conflict between employees, citizens, and elected officials of the City is expectation of implementation. As you set this philosophy think about that.

Alderman Rhoads: I guess I would ask that you still think about amending your motion to read as follows and let me explain. I would rather have an expectation to strive for the best pay that you could possibly pay the City employees and knowing that this is a philosophy and not a law and not an ordinance and that if market conditions tell you that you have to pull back then you pull back. The expectation that I would want the average City employees to have is we are going to try and pay you as much as we can; we are going to strive to be a little bit above average. We may ask you to drive that patrol car one more year, or we may cut back in something else, but when it comes to paying you we would rather pay you as much as we can and we will cut back if times get tough. We may cut your budget and say you can only hire three people versus five people. That's the expectations that I would rather create. So I would suggest

it reads as follows *'providing a base compensation structure that is competitive and strives to be above average in market salaries as incorporated in the City's Compensation and Classification Plan.* So that is competitive and strives to be above average.

Alderman Thiel: Ok, I will make that revision.

Alderman Ferrell: I am all in favor of treating our employees as good as we can. I can't support that amendment and I will tell you why. Because the first time we can't do it and I know it doesn't have the support of law but I guarantee we will hear from organizations and work force organizations. Don Marr talked about expectations and I think the expectations will be there and we will hear about it again despite what happens, I think that's human nature. I am not putting the blame on anybody except human nature. I am sorry but I won't be able to support that.

Alderman Thiel: I think the fact that Alderman Rhoads added strives to be above average, this is a philosophy and I think that makes it sound like a philosophy. In other words, I think Alderman Rhoads and I support that the City will strive to have above average market salaries. This is the base compensation structure but it also is one of the problems we encounter with high turnover in some of our levels because our base is not competitive or is not slightly above average. I think it is a philosophy, the fact that the word strive was put in there makes it pretty clear that the philosophy is that we will strive to do this and obviously if conditions don't allow we won't be able to. I certainly support the way it was reworded and the way Alderman Rhoads worded it.

Alderman Lucas: I feel more comfortable with that. I understand what Alderman Ferrell is saying and Don Marr is saying about expectations. I certainly want our employees to be paid well and I want the salaries to be competitive and we expect a lot from our employees and they really come through for us. I feel better with this strive to be above average but again you know how I feel about resolutions, sometimes they suddenly become the law, so I want us to be sure and understand that this is a resolution, it dictates that if we can't be above average that's not going to be the expectation. I will support that.

Alderman Jordan: I would like to add, when you put in the word strive and you strive to do something that means that you strive to be the best you can be. What I think the employees are asking for is that we strive to give them the best we can and if we can't they will have to understand about budget constraints. I don't have a problem with that because I think when you strive to do something you may not always be able to do that but you try to do that. I think that's what they are asking us to do and I will support that.

Alderman Cook: I think everyone of us wants to pay our employees well, there is no doubt about that but I don't care how much money you want to pay somebody it's the workload that's going to drive the way they feel. I think we put a lot of pressure on staff in all our departments whether it Fire, Police, Planning, and Engineering. We talk about heaven forbid there be tornado and it affects our budget, I think the tornado is here and that's growth and we deal with that everyday in the City. It affects our staff everyday in everything they do. I think as a Council and as administration we have to think a lot about policy decisions we make whether it's adding more services in the City or whether it's annexing more land which creates more work for the City's staff. Every decision we make in this body affects the workload of staff out there. We want to pay them well there is no question about that, but at the same time there is only so much

we can add to them when it doesn't matter how much we are paying they just can't take anymore. I am supporting the amendment, don't get me wrong, but I think there are policy decisions that we make that affect the way staff feels that is above and beyond how much we pay them and how many benefits we give them. It's a matter of how much workload we give them and the way they see how much workload we give them and the way they see how we dictate what the future of the City is.

Alderman Reynolds: I would like to think about this as not just Police and Fire, but every department we have. I hope we strive to pay them the best we can and I think Carolyn said it best; we are going to have some good years and some bad years. Last night she was talking about it, if we have a good year we can reward our employees, if we have a bad year they are going to have to understand we are not going to be able to do that. I hope they don't think because this wording has changed that next year we automatically have to come up with above average pay, because the money may not be there. I will support it but with the understanding that they know if the money is not there it can't happen.

Alderman Thiel moved to amend the resolution to read *providing a base compensation structure that is competitive and strives to be above average in market salaries as incorporated in the City's Compensation and Classification Plan*. Upon roll call the amendment passed 6-1. Alderman Ferrell voting no.

Mayor Coody asked shall the resolution pass. Upon roll call the resolution passed 6-1. Alderman Ferrell voting no.

Resolution 138-06 as recorded in the Office of the City Clerk.

Meeting adjourned at 7:00 p.m.

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

Revised
A. 2

RESOLUTION NO. _____

**A RESOLUTION TO ADJUST THE WATER SERVICE
TERRITORIAL BOUNDARY BETWEEN FAYETTEVILLE
AND SPRINGDALE**

WHEREAS, the areas shown on Exhibit A (map) are located in the City of Johnson, abut tracts currently served by Springdale water and sewer mains, and are not near Fayetteville water or sewer mains.

**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 transfers from the Fayetteville Water Service Territory into the Springdale Water Service Territory the lots shown on the attached maps/plats so that the new boundary between Springdale and Fayetteville Water Service Territory shall be as shown on Exhibit A.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Handed out at Agenda
Session 9/26/06
B.1

B. 1
ADM 06-1955, 06-1956; Amend Title XV:
Downtown Master Plan Zoning Districts and Map
Page 1 of 8



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

TO: Mayor Coody
City Council

FROM: Planning Staff

DATE: September 26, 2006

SUBJECT: Downtown Master Plan

Planning Staff has identified two additional issues related to the Downtown Master Plan that need to be addressed by the City Council prior to adoption.

The first issue is a request by a property owner, Denelle Campbell, to have an approved PZD repealed for her property located on Center St.. The property owner requests to have the property zoned Main Street Commercial in accordance with the surrounding proposed zoning.

The second issue that has been discussed is related to how building heights are measured in the City. Currently building heights are regulated differently depending on the zoning district, eg. Hillside/Hilltop Overlay District. Planning Staff has drafted a definition of building height that could be applied uniformly in all zoning districts. Additionally, Exhibit "B" in the Downtown Master Plan Zoning Districts Ordinance should be amended to read:

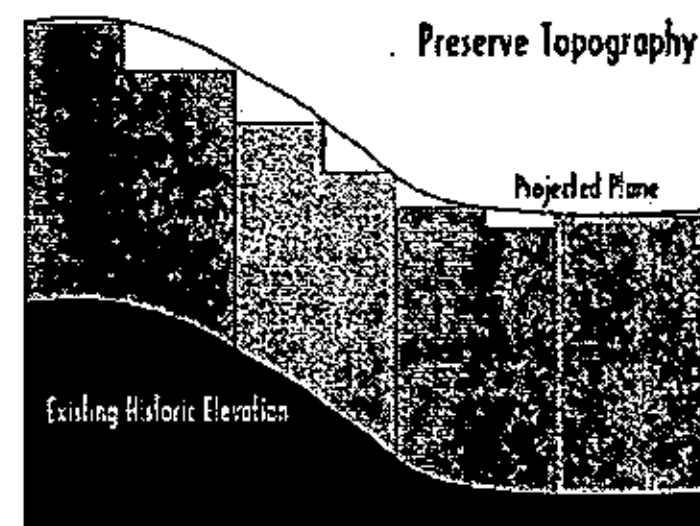
§156.02 Zoning Regulations

(B)(5) *Building height variance in residential single-family all zoning districts.*

- (a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in ~~Residential Single-Family all~~ Zoning Districts in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

Planning Staff recommends the following language and method for measuring building heights in all zoning districts:

Building Height: Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.

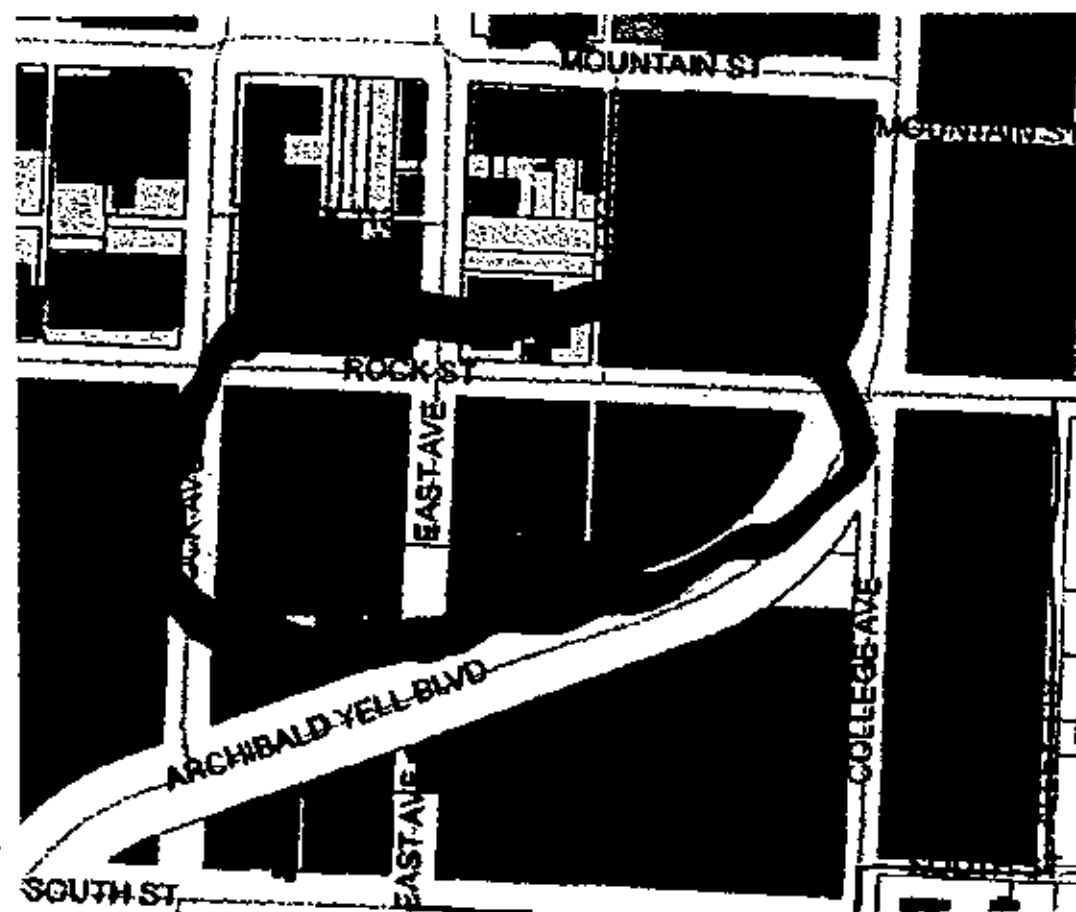




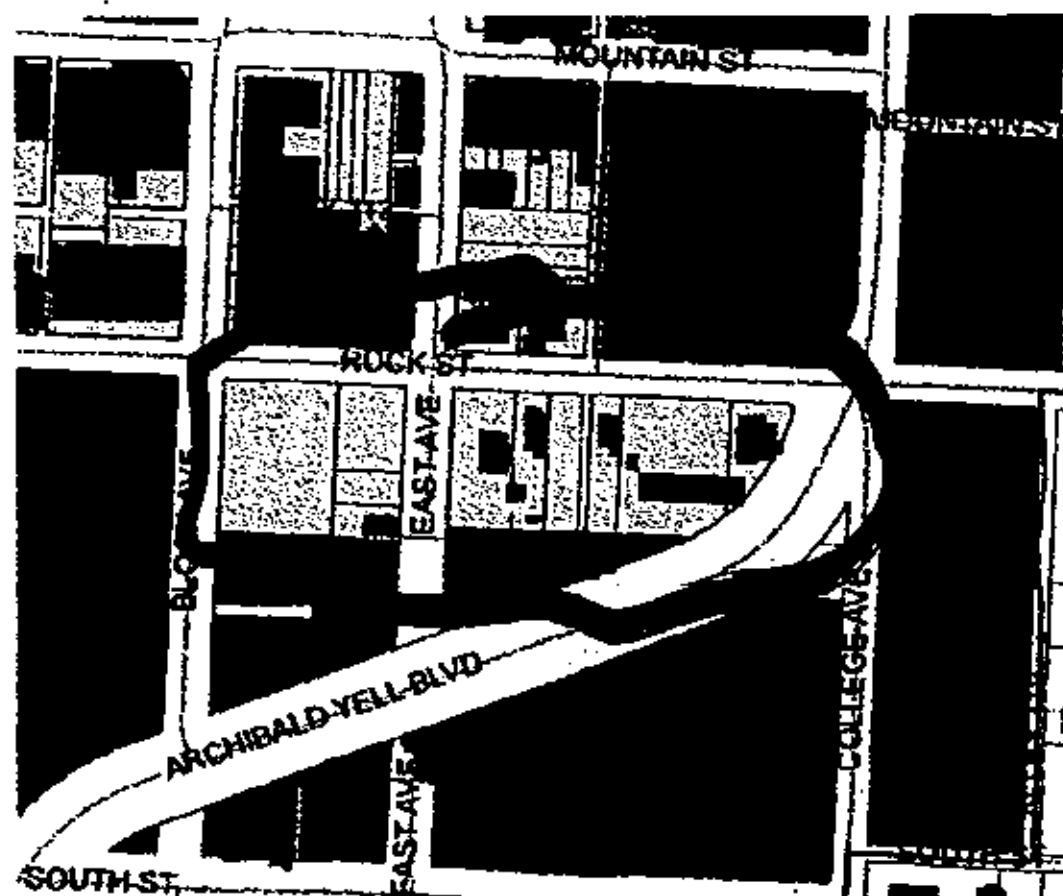
113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: City Council
FROM: Planning Staff
DATE: September 26, 2006
SUBJECT: Downtown Master Plan Zoning Code

Planning Staff has been directed to produce the following exhibit for a possible amendment to the Downtown Master Plan Zoning Code at the October 3, 2006 City Council Meeting. The area shown within the bubble is proposed to be amended from Downtown General to Main Street Center.



Current Map



Proposed Map

*Downtown Master
Plan Zoning*

From: Alett S Little <alittle@fs.fed.us>
To: <city_clerk@ci.fayetteville.ar.us>, <city_attorney@ci.fayetteville.ar.us>,
<tconklin@ci.fayetteville.ar.us>, <:ssmith@ci.fayetteville.ar.us>
Date: Wed, Sep 20, 2006 2:42 PM
Subject: Downtown Rezoning on Tonight's Agenda

Here it is again. I see that I misspelled Tim's last name in the first send, but I can't find any errors in the others. Please acknowledge receipt as I could also fax it if no one receives it this time.

Alett S. Little
Plan Revision Team Leader
Ouachita National Forest
tel: 501-321-5372

----- Forwarded by Alett S Little/R8/USDAFS on 09/20/2006 02:28 PM -----

Alett S
Little/R8/USDAFS

To
09/19/2006 06:02 AM city_clerk@ci.fayetteville.ar.us,
city_attorney@ci.fayetteville.ar.us
, tconkline@ci.fayetteville.ar.us
cc

Subject
Downtown Rezoning on Tonight's
Agenda

Would you please make sure that the Planning Director, the City Attorney, the Mayor and members of the City Council receive a copy of my letter. Also, please ask the City Attorney to read it into the official record.
THANKS!

(See attached file: City Council 19 September 2006.doc)

Alett S. Little
Plan Revision Team Leader
Ouachita National Forest
tel: 501-321-5372

**Alett Little
20 Stonegate Pt.
Hot Springs, AR 71913
September 18, 2006**

I am writing to oppose the rezoning of my property at 620 Reagan Street. Please read this letter into the record of the City Council meeting of September 19, 2006.

I live in Hot Springs, Arkansas, and, if I had not been contacted by an adjacent property owner on Friday, September 15, 2006, I would have received no notice of the proposed rezoning of my property. Any competent appraiser will tell you that rezoning from RMF-40, Residential Multifamily 40 Units per acre, to Neighborhood Conservation is down-zoning, and it will negatively impact the value of the property.

As many of you know, I was Planning Director for the City for many years. I cannot tell you the total number of zoning cases processed through the planning office while I was there, but I can tell you that every single citizen that sought to rezone their property had to get a list of adjoining property owners and furnish that list to the planning office so that *adjacent* property owners could be notified. In order for there to be adequate notice of potential actions, the City sent a letter to each adjoiner *plus* a sign was posted in a prominent location on the property that was the subject of the rezoning request. The citizens tried to tell me that all that effort to notify property owners was ridiculous, but I held steadfast, thinking there was a need to protect the rights of adjacent property owners. With no notice from the City of the rezoning of my property, especially in light of the extreme measures required of individual citizens in rezoning cases, it seems almost negligent on the part of the City to have offered me no written notification of this proposed rezoning with its significant property value-lowering consequences.

I purchased the property at 620 Reagan ten years ago for personal use, but I was fully aware that it was likely be acquired by the University of Arkansas in the future. It is clearly evident that the growth pattern for the University is southwest and due east, as these are the only relatively flat properties contiguous to University owned-property. From a planning perspective, the University's growth pattern is logical. Such logic has apparently been ignored in the planning effort that created the Downtown Master Plan (DMP). In fact, on the entire DMP, consideration of the need for institutional uses such as growth area for the University has been ignored.

I will confine my further and more specific comments to four blocks. I have discovered some serious defects in the plan and the proposed zoning for the following four blocks:

Block 1 - bounded by Maple, Gregg, Reagan, and Arkansas Ave. (*My property is located in this block.*)
Block 2 - bounded by Reagan, Gregg, Lafayette, and Arkansas Ave.
Block 3 - bounded by Lafayette, Gregg, Alley 333, and Arkansas Ave.
Block 4 - bounded by Alley 333, Gregg, Dickson, and Arkansas Ave.

1. The City may not zone, or regulate by zoning, properties of the State - a higher governmental unit. Each of the four blocks described above contain one or more parcels currently owned by the University of Arkansas, an entity of the State. The source of the University ownership is the attached Figure 13 from the Campus Master Plan, September 1998 (Sasaki), available on-line at www3/uark.edu/PHP/Planning/campus_planning/1998_campus_plan.
2. Each of the four blocks described above is shown, at least in part, in the Campus Master Plan (CMP) to be within the long-term growth boundary for the University. As a planner it is very disheartening to find that a progressive city like Fayetteville has chosen to ignore the taxpayer-financed University planning in favor of a plan that is, at least in some places illogical and non-cohesive.
3. Downtown General is proposed for portions of Blocks 3 and 4 (source: Downtown Master Plan [DMP]). Does Downtown General equate to C-4 zoning? Isn't Dickson Street less intensively

zoned as C-3 under current zoning? Both Blocks 3 and 4 each contain a University property (source: CMP), but unless U of A's basic function changes, it is highly unlikely that they would utilize the properties in a commercial manner. In order to zone a property commercial, the Planning Commission and the City Council must make a finding that there is a need for additional commercial property. While Fayetteville enjoys a healthy growth rate, it would be very difficult to justify a need for additional commercial property, especially in an area of emerging revitalization. If your plan is to see the rebirth of the Dickson Street corridor come to a screeching halt, just go ahead and rezone additional properties commercial to the point that the concentrated synergy of the commercial activity along Dickson Street is destroyed.

4. In addition to there being no need for additional commercial zoning (especially of University-owned property!), the proposed insertion of commercial zoning along Arkansas Avenue is not warranted. Arkansas Avenue is already congested, and the lot sizes are not adequate to be developed with parking necessary for commercial activity. On-street parking is not available because the on-street Arkansas Avenue parking is already 100% utilized by persons accessing the University. This proposal for commercial zoning along Arkansas Avenue is so ill-conceived that it would actually split one building at the corner of Dickson and Arkansas into two separate zones! The proposed Downtown General area along Arkansas Avenue is particularly illogical given that only the Dickson/Arkansas corner property is commercial now, and there is no need for additional commercial in this area. More incongruous is that if the City does impose this zoning, it would seek to create incompatible land uses where none exist now. What reasons does the City assert that would create a need to insert commercial activity next to an area proposed in the new DMP as neighborhood conservation? This is not good planning.
5. Please review your current zoning map. Blocks, 1, 2, and 3, are nearly 100% RMF-40 with the only exception being a parcel owned by the University in Block 1 and zoned P-1. Within the area zoned RMF-40, most structures are *rented* as student housing. Although the structures were originally built as single-family homes in the 1930's and 40's, use in the area has been consistent with multi-family zoning for many years. Because both of my children occupied the property at 620 Reagan while they attended the U of A, my property was one of the few to be owner-occupied in these three blocks. The structure at 620 Reagan, just prior to my ownership, was owned and occupied by the Phi Mu Sorority! To try to zone blocks 1, 2, and 3 as neighborhood conservation ignores current zoning, University growth patterns, and current use patterns. **Please provide the factors that were considered in recommending these blocks as neighborhood conservation in the record of the actions of City Council on this rezoning proposal.**
6. Proposed zoning of Blocks 1, 2, and 3 to neighborhood conservation is just generally inconsistent with the area. My property, for example, is bordered to the north, by U of A property, and to the west, by the Church of Jesus Christ of Latter Day Saints. The University presence pervades this area, structures are occupied by renters, and there is no neighborhood left to conserve. It is, however, a lively student area, with all the noise and congestion that comes with such areas. Further, it is highly likely that the U of A will need this area to support institutional growth. There is no reason to create a zone for a neighborhood that is non-existent.

I respectfully request that my property rights be preserved and that 620 Reagan remain zoned for multifamily use. If the City Council possesses sufficient reasons to support rezoning of my property at 620 Reagan, in opposition to its current use, it will create for my property, as well as most properties in the area, incompatible land uses and place those same properties into a non-conforming use situation that will stifle development in an area sorely in need of renovation. Please, at the very least, provide some consistency in planning, and amend the DMP to coincide with the U of A Master Plan.

Thank you for your time and consideration in this matter.

/s/ Aleth Little

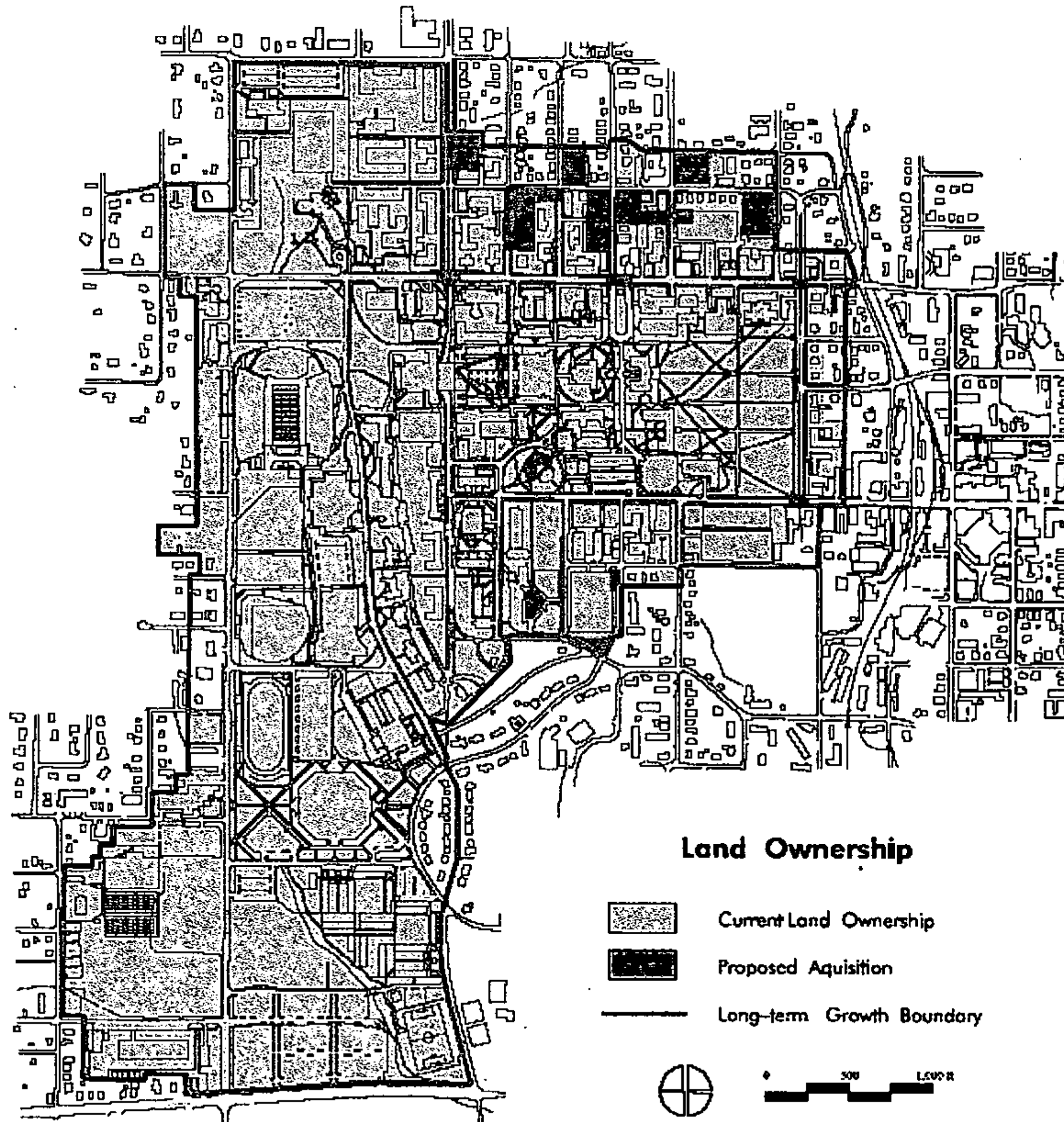


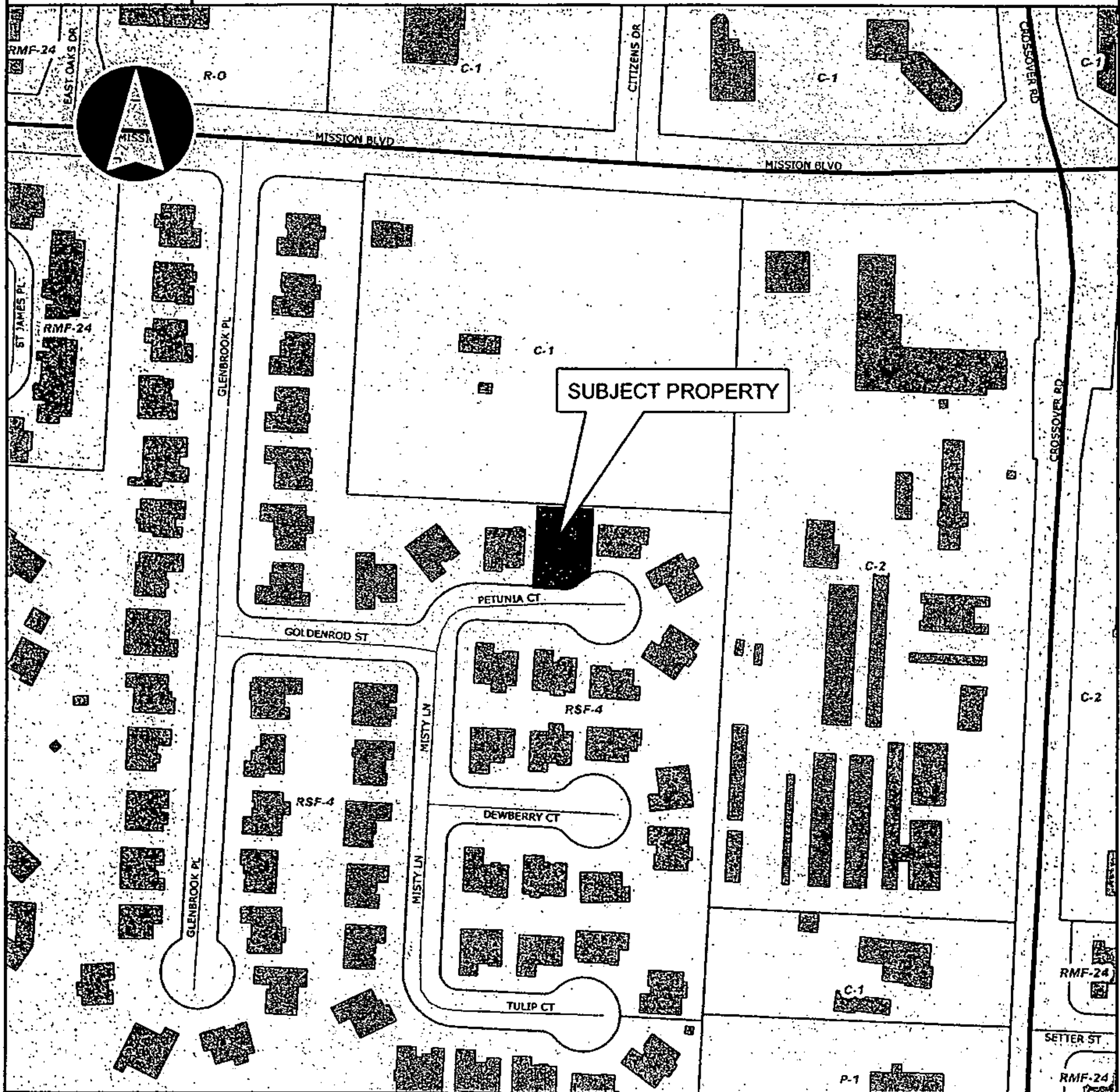
Figure 13

Source: University of Arkansas Campus Master Plan, September 1998 (Sasaki)

VAC06-2136

Close Up View

WILKINS/ PETUNIA CT



Overview

Legend

- Overlay District
- FLOODWAY
- 500 YEAR
- 100 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- VAC06-2136
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District



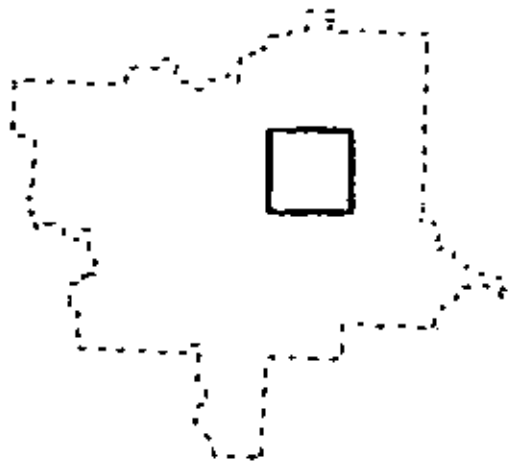
VAC06-2136

WILKINS/PETUNIA CT

One Mile View



Overview



Legend

Subject Property

VAC06-2136

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25

0.5

0.75

1

Miles

Added at Agenda Session 9/26/06
ALDERMAN AGENDA REQUEST FORM

C. 5
VAC 06-2270 Kirk Elsass
Page 1 of 16

FOR: COUNCIL MEETING OF October 03, 2006

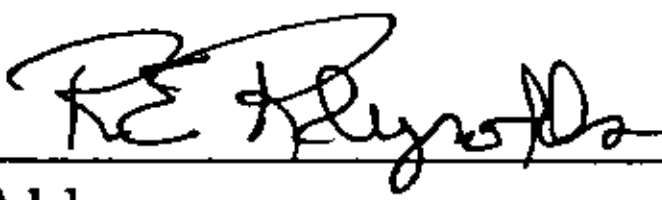
FROM: Robert Reynolds

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

620 Rockcliff Easement Vacation - Kirk Elsass

AN ORDINANCE VACATING THAT PROPERTY DESCRIBED IN
VACATION PETITION VAC 06-2270 FOR A PORTION OF AN
EXISTING UTILITY EASEMENT LOCATED AT 620 ROCKCLIFF ROAD.

APPROVED FOR AGENDA:


Alderman

Date


Jeremy Pate
Director of Current Planning

09.26.06
Date

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: September 26, 2006

Subject: Easement Vacation for Elsass (VAC 06-2270)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of a 20' utility easement (approximately 182.4 square feet) located on the west property line of Lot 9, Phase 1 of Hyland Park Subdivision.

BACKGROUND

The subject property is Lot 9 of Phase 1 of the Hyland Park Subdivision. The property is zoned RSF-4 and partially located within the Hillside Hilltop Overlay District. Utility easements were platted at 20' along the side and rear property lines.

The City issued a permit for the construction of a single family dwelling on June 28, 2004. In August of 2005, it was discovered that the building was constructed within a utility easement and a retaining wall was constructed over a sewer main. Work on the structure halted and a hold was put on issuance of a final certificate of occupancy. The owner has since relocated the sewer line from beneath the retaining wall and submitted a vacation petition for the encroachment into the utility easement.

The applicant requests vacation of a portion of the 20' utility easement adjacent to the west property line, containing 182.4 square feet. A 12.66' utility easement would remain on the subject property, east of a sanitary sewer main, which satisfies the requirements of the Water and Sewer Division.

DISCUSSION

Notification was provided to all appropriate utility representatives and adjoining property owners. Staff received responses from several adjoining neighbors. Of these responses, only the adjoining owner to the east and north, Mr. Bruce Dixon, expressed opposition to the vacation request if it would result in difficulty or added expense for the extension of utilities to his property. No such difficulties have been foreseen by the utility companies. No citizens were present at the Planning Commission meeting to express opposition to the vacation request.

Responses from all utility companies, with the exception of AT&T/SBC, have been submitted, and there are no objections to the vacation. A local SBC representative has reviewed the proposed vacation and indicated no objections with the proposal. The City is awaiting formal approval from SBC's office in Little Rock.

On September 25, 2006, the Planning Commission voted 8-0-0 on its consent agenda to forward this item to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VAC 06-2270 SUBMITTED
BY KIRK ELSASS FOR PROPERTY LOCATED AT 620 ROCKCLIFF ROAD,
LOT 9, PHASE 1 OF HYLAND PARK SUBDIVISION, VACATING A PORTION
OF A 20 FOOT UTILITY EASEMENT LOCATED ALONG THE WEST
PROPERTY LINE OF THE PROPERTY.**

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

**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 vacates and abandons the following described utility easement:

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

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein:

1. All existing utility easements along the west property line shall remain in place, with the exception of that portion on which the existing structure encroaches.
2. The vacation is subject to receipt and formal acknowledgement from AT&T/Southwestern Bell Telephone of the easement vacation.
3. Any relocation of existing utilities shall be at the owner/developer's expense.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2270

A PART OF LOT NUMBERED NINE (9), REPLAT OF BLOCK NUMBERED FOUR (4), HYLAND PARK, PHASE I, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT NINE (9), THENCE N03°09'33"W 56.35 FEET ALONG THE WEST LINE OF SAID LOT NINE (9) TO A POINT; THENCE LEAVING THE WEST LINE OF SAID LOT NINE (9), N86°50'27"E 14.50 FEET TO THE NORTHWESTERNMOST CORNER OF AN EXISTING HOUSE FOR THE TRUE POINT OF BEGINNING; THENCE S89°28'43"E 5.51 FEET ALONG THE NORTH LINE OF SAID HOUSE TO A POINT ON THE EAST LINE OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT; THENCE LEAVING THE NORTH SIDE OF SAID HOUSE, S03°09'33"E 28.43 FEET ALONG THE EAST LINE OF SAID EASEMENT TO A POINT ON THE SOUTH SIDE OF SAID HOUSE; THENCE LEAVING THE EAST LINE OF SAID EASEMENT, N89°44'08"W 7.34 FEET TO THE SOUTHWESTERNMOST CORNER OF SAID HOUSE; THENCE N00°31'17"E 28.41 FEET TO THE POINT OF BEGINNING, CONTAINING 182.4 SQUARE FEET, MORE OR LESS.

DRAFT

EXHIBIT "B"

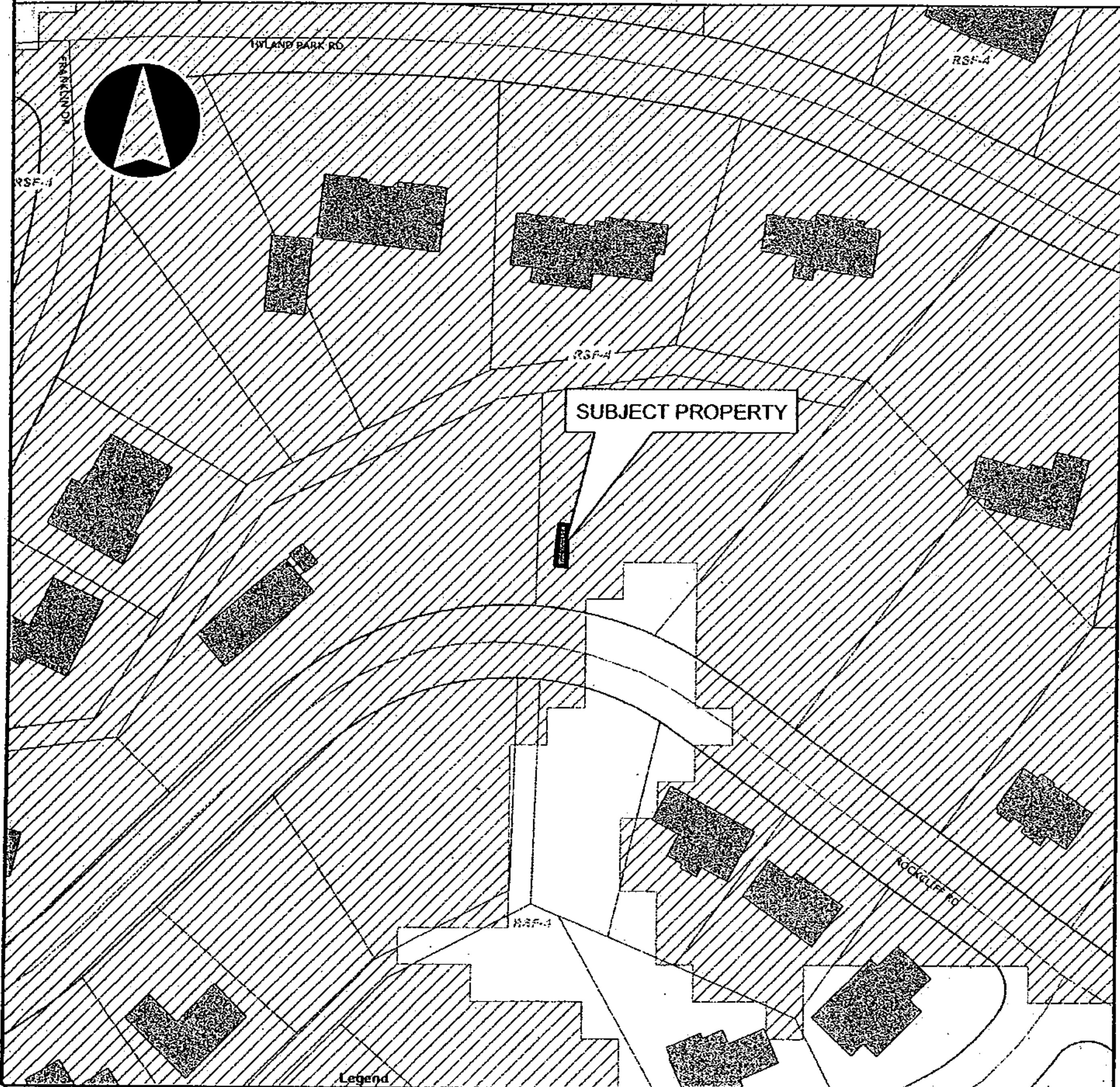
C. 5
VAC 06-2270 Kirk Elsass
Page 6 of 16

VAC06-2270

(Page 1 of 2)

ELSASS

Close Up View



Legend

- 00000 Overlay District
- 00000 FLOODWAY
- 00000 100 YEAR
- 00000 500 YEAR
- 00000 LIMIT OF STUDY
- 00000 BaseLine Profile
- 00000 Fayetteville
- 00000 Outside City
- 00000 VAC06-2270
- 00000 vector.GDB.Footprint_2004
- 00000 Hillside-Hilltop Overlay District
- 00000 Wash Co Parcels (Fayetteville)

Overview

0 37.5 75 150 225 300 Feet

EXHIBIT "B"

(Page 2 of 2)

C. 5
VAC 06-2270 Kirk Elsass
Page 7 of 16

765-06789-000
BRUCE DIXON

765-06719-000
LARRY TERRY

765-06719-000
CARL GRIMES

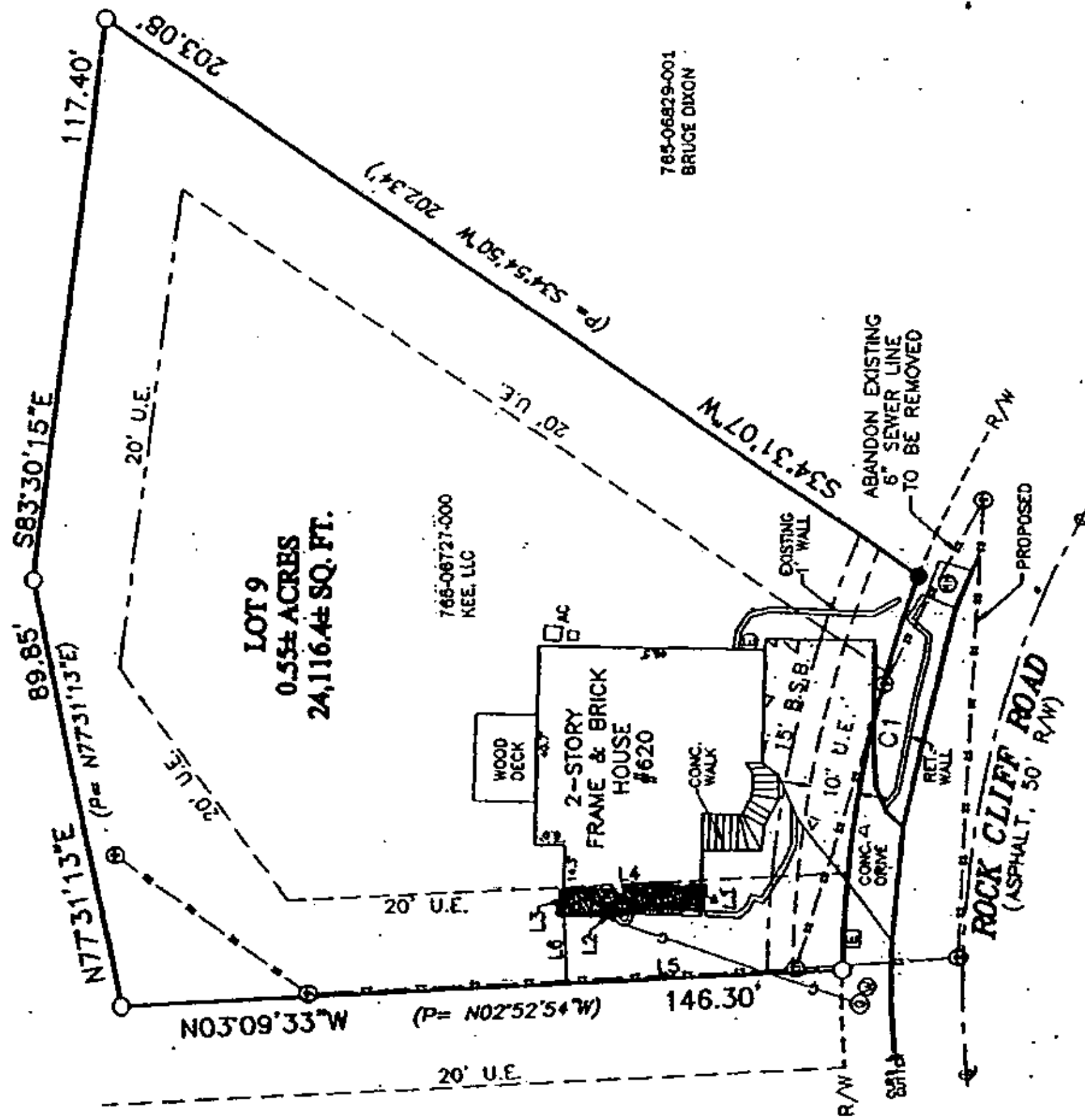
765-06829-001
BRUCE DIXON

765-06727-000
KEE, LLC

765-06726-000
DALE BUCHANAN

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	237.26'	81.25'	S79°23'18"E	80.85'	19°37'13"

LINE	BEARING	DISTANCE
L1	N89°44'08"W	7.34'
L2	N00°31'17"E	28.41'
L3	S89°28'43"E	5.51'
L4	S03°09'33"E	28.43'
L5	N03°09'33"W	56.35'
L6	N88°20'27"E	14.50'





PC Meeting of September 25, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: September 19, 2006

VAC 06-2270: Vacation (ELSASS, 449): Submitted by KIRK ELSASS for property located at 620 ROCKCLIFF RD. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.55 acres. The request is to vacate a portion of a utility easement. Planner: Suzanne Morgan

Findings:

Property Description and Background: The subject property is Lot 9 of Phase 1 of the Hyland Park Subdivision. The property is zoned RSF-4 and partially located within the Hillside Hilltop Overlay District. Utility easements were platted at 20' along the side and rear property lines. A 10' utility easement was platted adjacent to Rock Cliff Road.

The City issued a permit for the construction of a single family dwelling on June 28, 2004. In August of 2005, it was discovered that the building was constructed within a utility easement and a retaining wall was constructed over a sewer main. Work on the structure halted and a hold was put on issuance of a final certificate of occupancy. The owner has since relocated the sewer line from beneath the retaining wall and submitted a vacation petition for the encroachment into the utility easement. When the structure was constructed, it was built within the front 25' building setback. Since this encroachment occurred the city adopted the Hillside/Hilltop Overlay District, in which a portion of this lot is located. A 15' front building setback is applied to those areas within the HHOD. The portions of the structure in the HHOD are compliant with setback regulations. Variances may be required for the portions of structure not located within the HHOD to which the 25' building setback is applied.

Request: The applicant requests vacation of a portion of the 20' utility easement adjacent to the west property line, containing 182.4 square feet. There is a sewer main located on the west property line. A 20' utility easement was platted to the west of the property line on the adjacent lot and a 12.66' utility easement would remain on the subject property for a total 32.66' wide easement at the most narrow point. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

Cox Communications

RESPONSE

No Objections

Ozarks Electric Coop.

No Objections

SWEPCO

No Objections

Arkansas Western Gas

No Objections

AT&T/ Southwestern Bell Telephone

A local SBC representative has reviewed the proposed vacation and indicated no objections with the proposal. The City is awaiting formal approval from SBC's office in Little Rock.

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

A 10' utility easement must be maintained from the sewer main, located on the property line, in the area to be vacated. *The remaining utility easement would be 12.66' from the sewer system.*

Solid Waste

No Objections

Transportation

No Objections

Public Comment: Staff has received responses from several adjoining neighbors. Of these responses, only the adjoining owner to the east and north, Mr. Bruce Dixon, has expressed opposition to the vacation request if it will create difficulty or added expense for this owner to run utilities to his lots. Responses from all utility companies, with the exception of AT&T/SBC, have been submitted and there are no objections to the vacation. The only known utility within the easement is sewer and the Water/Sewer Division has stated that the remaining 12.66' utility easement is sufficient for the maintenance and repair of the sewer main. The 20' utility easement along the east and north property line which abuts the property owned by Mr. Dixon will remain intact. Staff does not foresee any detrimental impacts on the adjacent owners as a result of this easement vacation.

Bruce L. Dixon
Janet A. Flaccus
2809 Hyland Park Rd.
Fayetteville AR 72701
September 12, 2006

Tim Conklin, AICP
Director of Planning and Development Management
City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

Dear Mr. Conklin:

We are writing you concerning a request for vacating an easement. The request is being made by Kirk Elsass for a house he is constructing on 620 Rockcliff. Currently part of the house is constructed over the easement on the west side of the lot. We own the lot immediately to the east of 620 Rockcliff.

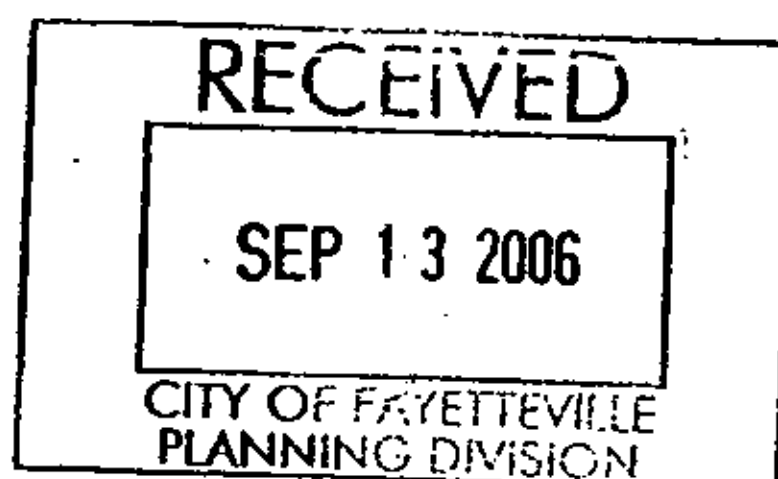
We object to vacating the easement because we do not have full information about how the current easement is being used. If the easement currently has utilities in it, we object because it would make accessing the utilities quite difficult if repair were needed. If the easement is not active but would have to be activated to supply utilities to our lot immediately to the east, we would object because of the additional cost to developing our lot. If we can be assured that these problems will not arise, we will consider waiving our objection to vacating the easement.

Sincerely,


Bruce L. Dixon


Janet A. Flaccus

xc: Kirk Elsass via Alan Reid & Associates
Andrew Garner, Senior Planner, City of Fayetteville



PETITION TO VACATE AN EASEMENT LOCATED IN LOT 9 OF THE REPLAT OF BLOCK 4, HYLAND PARK, PHASE I, TO THE CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement herein sought to be abandoned and vacated, lying in Lot 9, Replat of Block 4, Hyland Park, Phase I, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a portion of an easement which is described as follows:

DESCRIPTION OF UTILITY EASEMENT VACATION

A PART OF LOT NUMBERED NINE (9), REPLAT OF BLOCK NUMBERED FOUR (4), HYLAND PARK, PHASE I, FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT NINE (9), THENCE N03°09'33"W 56.35 FEET ALONG THE WEST LINE OF SAID LOT NINE (9) TO A POINT; THENCE LEAVING THE WEST LINE OF SAID LOT NINE (9), N86°50'27"E 14.60 FEET TO THE NORTHWESTERMOST CORNER OF AN EXISTING HOUSE FOR THE TRUE POINT OF BEGINNING; THENCE S89°28'43"E 5.51 FEET ALONG THE NORTH LINE OF SAID HOUSE TO A POINT ON THE EAST LINE OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT; THENCE LEAVING THE NORTH SIDE OF SAID HOUSE, S03°09'33"E 28.43 FEET ALONG THE EAST LINE OF SAID EASEMENT TO A POINT ON THE SOUTH SIDE OF SAID HOUSE; THENCE LEAVING THE EAST LINE OF SAID EASEMENT, N89°44'08"W 7.34 FEET TO THE SOUTHWESTERMOST CORNER OF SAID HOUSE; THENCE N00°31'17"E 28.41 FEET TO THE POINT OF BEGINNING, CONTAINING 182.4 SQUARE FEET, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easement is Lot 9, Replat of Block 4, Hyland Park, Phase I, City of Fayetteville, Arkansas, and that the public interest and welfare would not be adversely affected by the abandonment of the above described portion of the utility easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described portion of the utility easement.

Dated this 20 day of Sept. 19th, 2006

Kirk Elsass
Printed name

[Signature]
Signature

Printed name

Signature

NOTES

1. ALL LOTS HAVE A 7.5' UTILITY EASEMENT ON ALL LOT LINES UNLESS OTHERWISE SHOWN.
2. ALL SIDE LOT LINES HAVE AN 8' BUILDING SETBACK UNLESS OTHERWISE SHOWN.
3. PEDESTRIAN PATHWAYS ARE TO BE LOCATED IN THE COMMON PROPERTIES SHOWN. WIDTH TO BE 4 FEET.

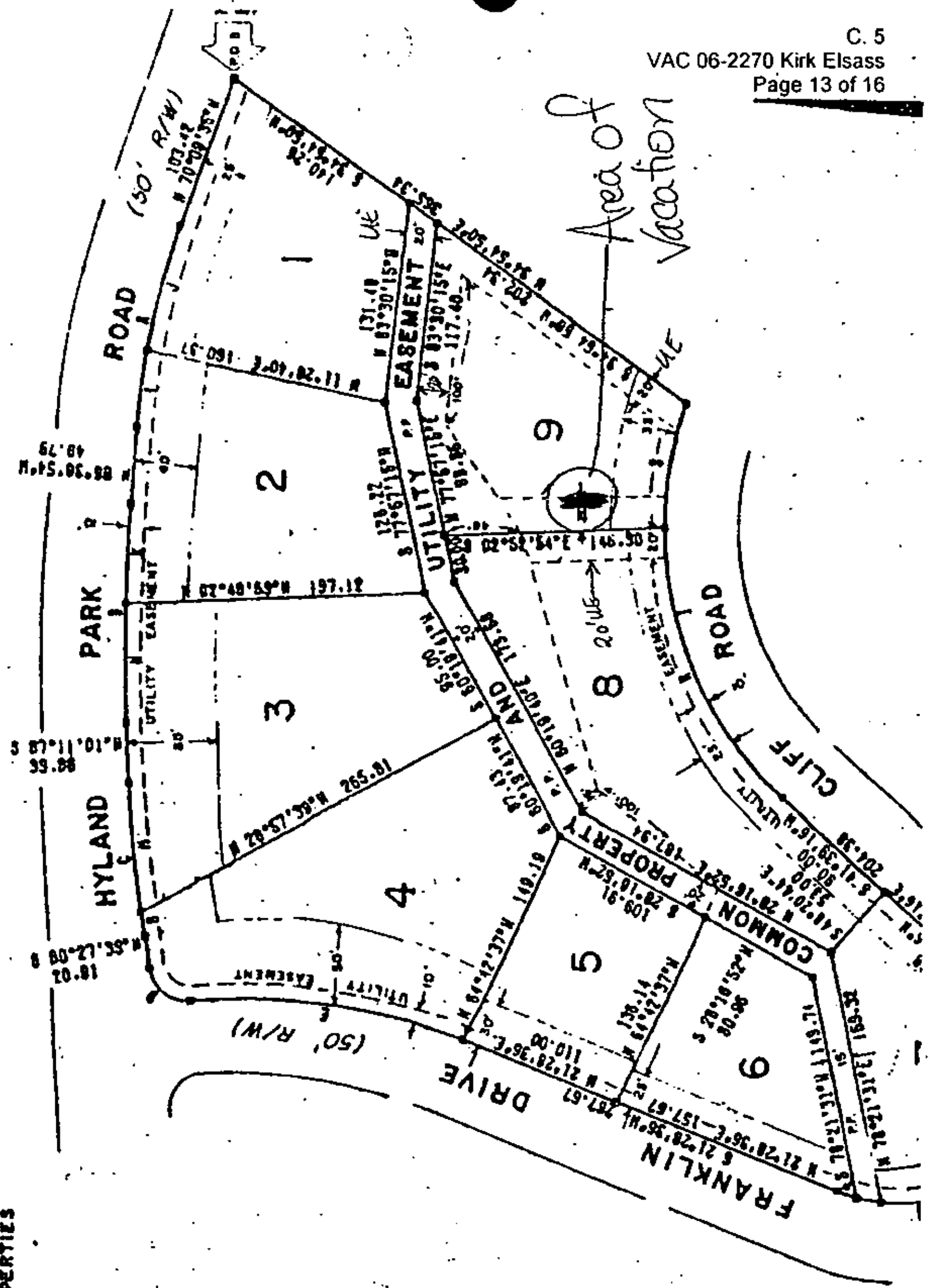
LEGEND

- BUILDING SETBACK LINE
- IRON PIN
- PP PEDESTRIAN PATHWAY
- UTILITY EASEMENT

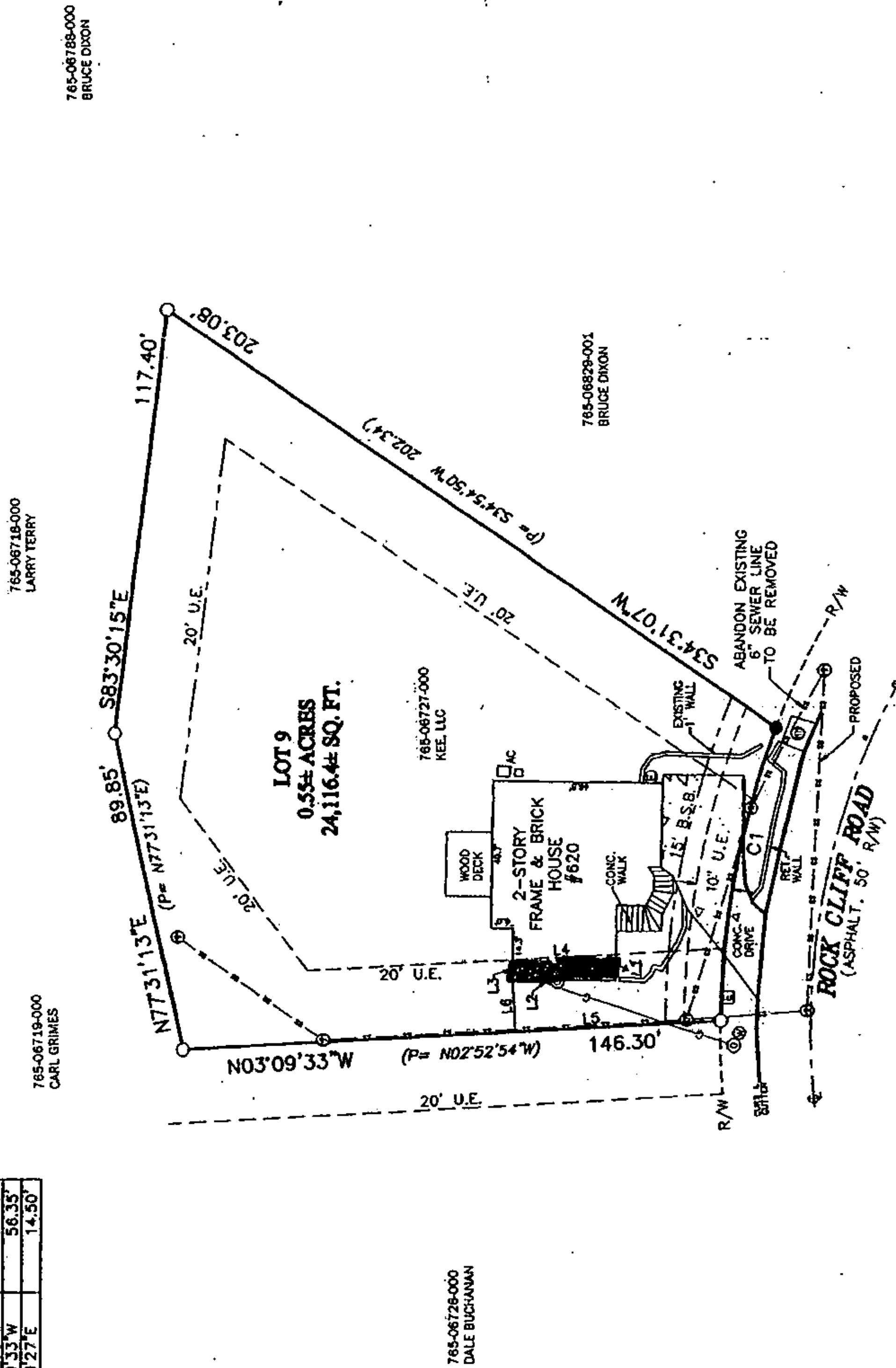
CERTIFICATE OF APPROVAL OF ALL STREET IMPROVEMENTS, INCLUDING AND OPENING OF THE PROJECT, SHALL BE FURNISHED FULLY MET THE CITY OF FARMINGTON AND ARE HEREBY

DATE: 5-21-74

Lawson
(CITY ENGINEER)



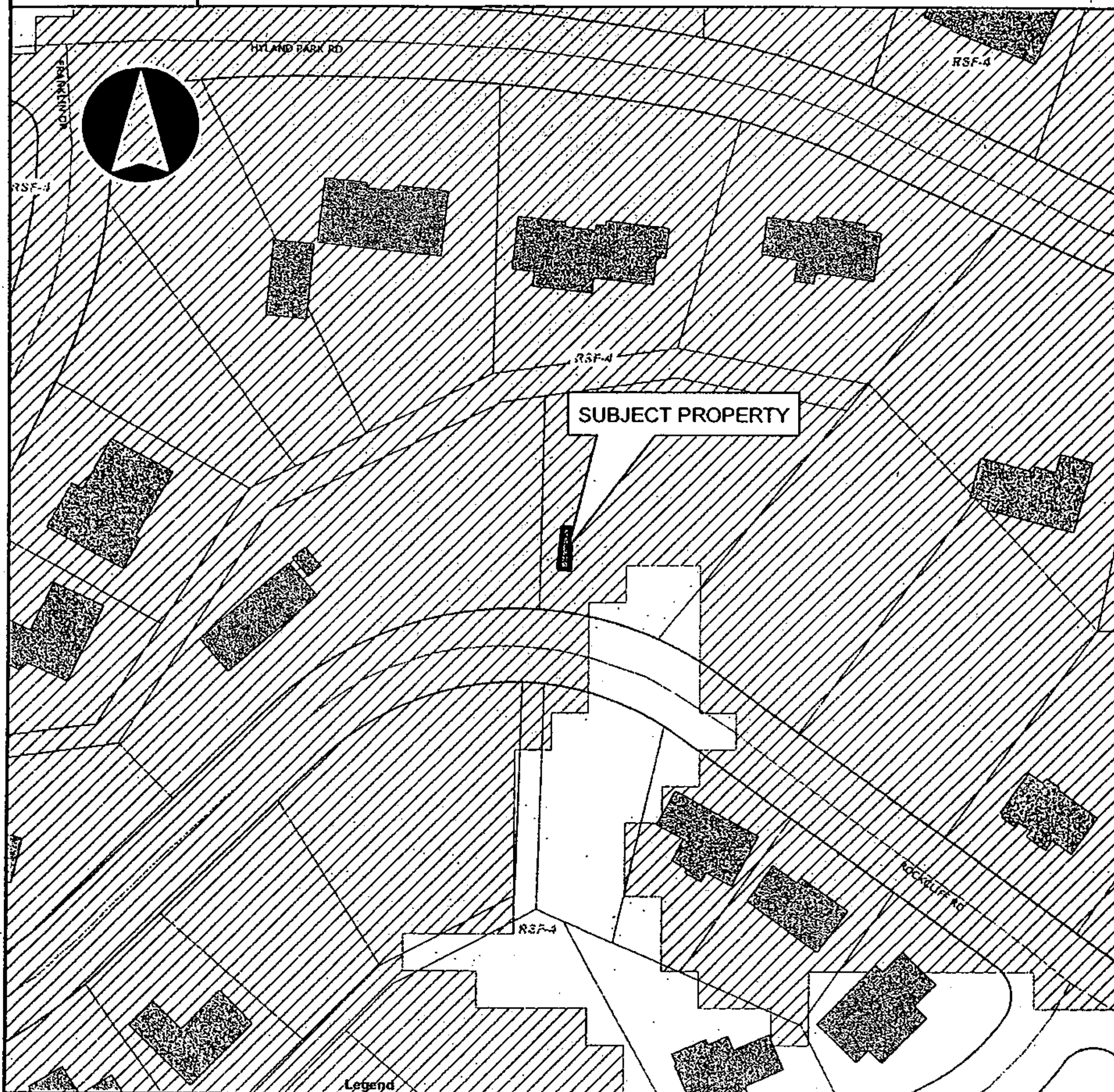
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	237.26'	81.25'	S79°23'18"E	80.85'	19°37'13"
LINE	BEARING	DISTANCE			
L1	N89°44'08"W	7.34'			
L2	N00°31'17"E	28.41'			
L3	S89°28'43"E	5.31'			
L4	S03°09'33"E	28.43'			
L5	N03°09'33"W	56.35'			
L6	N86°20'27"E	14.50'			



VAC06-2270

Close Up View

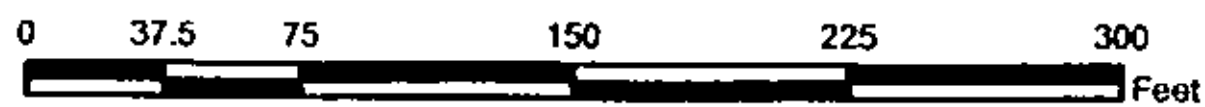
ELSASS



Overview

Legend

- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- VAC06-2270
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District
- Wash Co Parcels (Fayetteville)



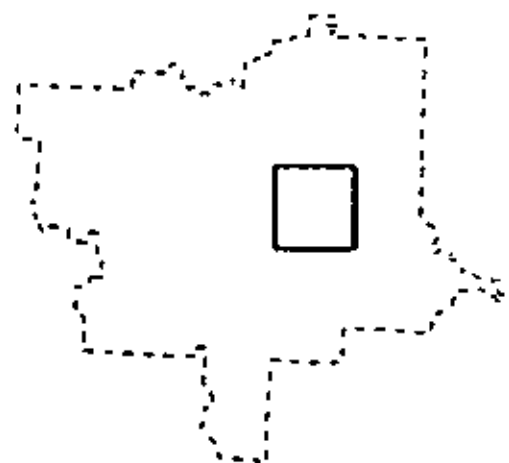
VAC06-2270

ELSASS

One Mile View



Overview



Legend

Subject Property

VAC06-2270

Boundary

Planning Area

Overlay District

Outside City

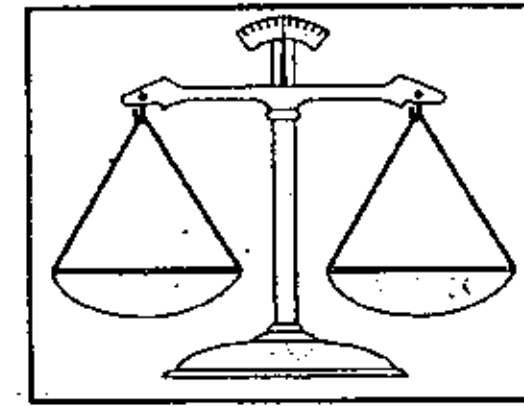
Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

**TO: Dan Coody, Mayor
City Council**

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: September 26, 2006

RE: Bond Ordinance

Gordon Wilbourn of Kutak Rock has drafted the attached Bond Ordinance which I will read at the October 3rd meeting. Dennis Hunt of Stephens, Inc. (our underwriter) plans to issue the bonds on November 7th with the bond closing scheduled for November 16th. This rapid schedule was planned because the City needs to secure prompt funding for the remaining contracts to finish the Wastewater Systems Improvement Project.

I would like to thank Gordon and Dennis, as well as Marsha Farthing and Paul Becker for getting the necessary documents (Bond Ordinance, Bond Purchase Agreement, Trust Indenture, Continuing Disclosure Agreement and Preliminary Official Statement) drafted, reviewed and finalized prior to the October 3, 2006, City Council meeting.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2006A, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF (1) CERTAIN IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PLANTS, SEWERAGE AND RELATED FACILITIES, (2) CERTAIN STREET IMPROVEMENTS, AND (3) CERTAIN TRAIL SYSTEM IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has previously determined that there is a great need for a source of revenue to finance the costs of (1) the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities (the "Wastewater Project"), (2) the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements (the "Street Project"), and (3) the acquisition, construction and equipping of certain City trail system improvements (the "Trail Project"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2005 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the Wastewater Project, the Street Project and the Trail Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the provisions of Ordinance No. 4891 of the City, adopted and approved on June 20, 2006 (the "Election Ordinance"), there was submitted to the qualified electors of the City four questions regarding the issuance of an aggregate of not to exceed \$110,000,000 in principal amount of capital improvement bonds pursuant to Amendment 62 and

the Local Government Bond Act to finance the capital improvements described in the Election Ordinance, said bonds to be secured by a pledge of and lien upon (i) all of the receipts of a special city-wide sales and use tax levied at the rate of one-quarter of one percent (0.25%) pursuant to the Local Government Bond Act (the "0.25% Sales and Use Tax") and (ii) all of the receipts of a special city-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "0.75% Sales and Use Tax"); and

WHEREAS, at a special election held September 12, 2006, a majority of the qualified electors of the City voting on the questions approved the issuance of capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, and the pledge of the receipts thereof to the payment of the capital improvement bonds); and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement Bonds, Series 2006A, in the aggregate principal amount of not to exceed \$50,000,000 (the "Bonds"), in order to provide for the funding of a portion of the costs of the Wastewater Project, the Street Project and the Trail Project; and

WHEREAS, as authorized by the provisions of the Election Ordinance, the City has previously made arrangements for the sale of the Bonds to Stephens Inc., Fayetteville, Arkansas (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriter (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as "Sales and Use Tax Capital Improvement Bonds, Series 2006A" (the "Bonds"). The Bonds shall be issued in the original aggregate principal amount of not to exceed Fifty Million Dollars (\$50,000,000) and shall mature not later than November 1, 2023, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. Of the \$50,000,000 aggregate principal amount of Bonds hereby authorized, \$25,000,000 shall be deemed to apply to the Wastewater Project (Question 1 on the ballot), \$24,200,000 shall be deemed to apply to the Street Project (Question 3 on the ballot), and \$800,000 shall be deemed to apply to the Trail Project (Question 4 on the ballot), and the proceeds of the Bonds shall be allocated accordingly.

The average yield on the Bonds as a whole shall not exceed 4.50% per annum, and the yield on no single Bond shall exceed 4.70%. The proceeds of the Bonds will be utilized to finance a portion of the costs of the Wastewater Project, the Street Project and the Trail Project, to establish a debt service reserve for the Bonds or to purchase a surety bond for reserve purposes, to pay a premium for bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall

mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Bonds in one or more series, each series to be in substantially the form thereof contained in the Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Bonds in substantially the form contained in the Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Bonds, their execution to constitute conclusive evidence of such approval.

Section 2. In order to pay the principal of and interest on the Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax levied by the Election Ordinance. The levy and collection of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax shall commence on the dates provided in the Local Government Bond Act and shall continue until such time as the Bonds are no longer outstanding or sufficient funds are on deposit with the Trustee under the Trust Indenture to redeem the Bonds in full. The City covenants and agrees that all receipts from the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said 0.25% Sales and Use Tax and 0.75% Sales and Use Tax will be deposited and will be used solely as provided in the Trust Indenture.

Section 3. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Trust Indenture (the "Trust Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of 0.25% Sales and Use Tax receipts and 0.75% Sales and Use Tax receipts and the terms of the Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official

Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the 0.25% Sales and Use Tax, the 0.75% Sales and Use Tax and the City in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to secure lower interest rates on the Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Bonds, which policy would guarantee the payment of the principal of and interest

on the Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Bonds.

Section 8. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Bonds and to effect the execution and delivery of the Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 9. As previously provided in the Election Ordinance, Kutak Rock LLP, Little Rock, Arkansas, is hereby confirmed as Bond Counsel on behalf of the City in connection with the issuance and sale of the Bonds.

Section 10. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 11. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

BOND PURCHASE AGREEMENT

November __, 2006

City of Fayetteville
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds,
Series 2006A

Ladies and Gentlemen:

On the basis of the representations, warranties and agreements and upon the terms and conditions contained herein, the undersigned, Stephens Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Fayetteville, Arkansas (the "City") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture defined and described below.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before midnight on November __, 2006.

1. **General.** Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of \$ _____ City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds"), at the purchase price (the "Purchase Price") of \$ _____ (equal to the par amount of the Bonds [less][plus] an offering [discount][premium] of \$ _____ and less underwriter's discount of \$ _____) plus accrued interest, if any, from November 1, 2006 to the Closing Date (hereinafter defined).

The Bonds shall be issued by the City pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 to the Constitution and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (the "Act").

The Bonds will constitute special and limited obligations of the City, secured solely by and payable solely from (1) a pledge of and lien on the receipts from (A) a one-quarter of one percent (0.25%) city-wide sales and use tax (the "0.25% Sales and Use Tax") and (B) a three-quarters of one percent (0.75%) city-wide sales and use tax (the "0.75% Sales and Use Tax"), each authorized under the Act and levied within the City pursuant to Ordinance No. 4891 of the City Council of the City which was adopted on June 20, 2006 (the "Election Ordinance"), which levies were approved by the voters of the City at a special election held September 12, 2006, and

(2) moneys on deposit in the Revenue Fund, Bond Fund, Redemption Fund and Debt Service Reserve Fund established by a Trust Indenture to be dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), all as more particularly described in the Indenture. [BOND INSURANCE?]

The Bonds shall be issued and secured pursuant to Ordinance No. ____ of the City Council of the City which was adopted on October __, 2006 (the "Authorizing Ordinance"), and pursuant to the Indenture. The Bonds shall have the maturities and interest rates as set forth in Exhibit A hereto. The Bonds shall be subject to redemption as set forth in the Indenture and in the Official Statement (hereinafter defined).

The proceeds of the Bonds will be utilized (i) to finance a portion of the costs of the Projects (as defined in the Indenture), (ii) to fund a debt service reserve, and (iii) to pay the costs of issuance of the Bonds. [BOND INSURANCE AND/OR SURETY BOND?]

The City will undertake, pursuant to a Continuing Disclosure Agreement to be dated as of the date of delivery of the Bonds (the "Continuing Disclosure Agreement"), to provide certain annual financial and operating information and notices of the occurrence of certain events, if material, as required by Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each hereinafter defined). The City is not in default with respect to any of its obligations under previous undertakings pursuant to the Rule.

In order to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the City will enter into a Tax Regulatory Agreement dated as of the date of delivery of the Bonds (the "Tax Regulatory Agreement").

2. **Bona Fide Public Offering.** The Underwriter agrees to make a bona fide public offering of all of the Bonds at the offering prices set forth on the cover of the final Official Statement described below.

3. **Delivery of Official Statement.** (a) The City has previously provided the Underwriter with copies of its Preliminary Official Statement, including the cover page and the appendices thereto, dated October __, 2006, relating to the Bonds (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement is "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1). The Preliminary Official Statement, as amended to conform to the terms of this Bond Purchase Agreement, including Exhibit A hereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement."

(b) The City agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement dated November __, 2006, relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule (as defined above) and with Rule G-32 and

all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver such final Official Statement within seven (7) business days after the execution hereof.

(c) The City hereby authorizes and approves the Preliminary Official Statement and the final Official Statement, consents to their distribution and use by the Underwriter and authorizes the execution of the final Official Statement by a duly authorized officer of the City. The City ratifies and confirms the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the public offering of the Bonds.

(d) The Underwriter shall give notice to the City on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **City's Representation and Warranties.** The City represents and warrants to the Underwriter that:

(a) The City is a duly organized and existing political subdivision under the Constitution and laws of the State of Arkansas (the "State"). The City is authorized by the provisions of the Act to issue the Bonds for the purpose of financing a portion of the Projects.

(b) The City has the full legal right, power and authority (i) to adopt the Election Ordinance levying the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (collectively, the "Sales and Use Taxes"), (ii) to adopt the Authorizing Ordinance authorizing the issuance of and sale of the Bonds, (iii) to enter into this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (iv) to levy the Sales and Use Taxes, (v) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (vi) to pledge irrevocably the receipts of the Sales and Use Taxes to the payment of the principal of, premium, if any, and interest on the Bonds, and (vii) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the City has complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(c) The City has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance of this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the final Official Statement, and (iii) the taking of any and all such actions as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received remain still in full force and effect.

(d) The Election Ordinance and the Authorizing Ordinance have been duly adopted by City Council of the City, are each in full force and effect and each constitutes the legal, valid and binding act of the City; and this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, when executed and delivered, will constitute legal, valid and binding obligations of the City, and this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement are enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When delivered to or at the direction of the Underwriter, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the City in conformity with the laws of the State of Arkansas, including the Act, and will be entitled to the benefit and security of the Authorizing Ordinance and the Indenture.

(f) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(g) The information contained in the Preliminary Official Statement is, and as of the Closing Date such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that Official Statements are no longer required to be delivered under the Rule or (ii) 25 days after the Closing Date, any event occurs as a result of which the Official Statement, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Upon the request of the Underwriter therefor, the City shall prepare and deliver to the Underwriter, at the City's expense, as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(i) Neither the adoption of the Authorizing Ordinance or the Election Ordinance, the execution and delivery of this Bond Purchase Agreement, the Bonds, the Indenture, the Continuing Disclosure Agreement or the Tax Regulatory Agreement, nor the consummation of the transactions contemplated herein or therein or the compliance

with the provisions hereof or thereof will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the Constitution of the State of Arkansas, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of its City Council or any of its officers in their respective capacities as such) is subject. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the City's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement have been obtained.

(j) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City, threatened, which in any way questions the powers of the City referred to in subparagraph 4(b) above, or the validity of any proceeding taken by the City in connection with the issuance of the Bonds or the levy of the Sales and Use Taxes, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or of any other document or instrument required or contemplated by the Bond financing, or which, in any way, could adversely affect the validity or enforceability of the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement or, to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or State of Arkansas tax laws or regulations.

(k) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(l) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(m) The collection history with respect to the City's previously levied sales and use taxes set forth in the Preliminary Official Statement under the caption entitled "HISTORICAL SALES AND USE TAX COLLECTIONS" is fair, accurate and complete.

(n) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture, or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5. **City's Covenants.** The City covenants with the Underwriter as follows:

(a) The City will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction. The City consents to the use by the Underwriter in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(b) Prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that final Official Statements are no longer required under the Rule or (ii) 25 days after the Closing Date, the City shall provide the Underwriter with such information regarding the City, the receipts from the Sales and Use Taxes, and the current financial condition and ongoing operations of the City, all as the Underwriter may reasonably request.

6. **Closing.** At 10:00 a.m. Little Rock time on November __, 2006, or at such other time and/or date as shall have been mutually agreed upon by the City and the Underwriter (the "Closing Date"), the City will deliver the Bonds, or cause the Bonds to be delivered, to or at the direction of the Underwriter, said Bonds to be in definitive form duly executed by the City and authenticated by Simmons First Trust Company, N.A., Pine Bluff, Arkansas, as trustee (the "Trustee"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer of federal funds payable to the order of the Trustee for the account of the City.

The Bonds shall be delivered to The Depository Trust Company in New York, New York, and the activities relating to the final execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement and the other documents related to the Bonds and the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 8 of this Bond Purchase Agreement shall occur in the offices of Kutak Rock LLP, 124 West Capitol Avenue, Suite 2000, Little Rock, Arkansas ("Bond Counsel") or at such other place as shall have been mutually agreed upon between the City and the Underwriter. The payment for the Bonds and simultaneous delivery of the Bonds to or at the direction of the Underwriter is herein referred to as the "Closing."

7. **Underwriter's Right to Cancel.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds hereunder by notifying the City in writing or by telegram of its election to do so between the date hereof and the Closing, if at any time hereafter and prior to the Closing:

(i) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation introduced previous to the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or

effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds or the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported or rereported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds or of any of the transactions contemplated in connection herewith, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds, or the Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(iii) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Exchange Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of the Indenture as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) any event shall have occurred or any information shall have become known to the Underwriter which causes the Underwriter to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(vi) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(viii) a general banking moratorium shall have been declared by federal, New York or State authorities; or

(ix) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(x) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(xi) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriter.

8. Conditions to Underwriter's Obligations. The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing, (b) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) The Bonds shall have been duly authorized, executed and delivered in the forms approved by the City in the Indenture with only such changes therein as the Underwriter and the City shall mutually agree upon, which shall in all instances be as described in the final Official Statement;

(b) At the time of Closing, (i) the Official Statement, this Bond Purchase Agreement, the Indenture, the Authorizing Ordinance, the Election Ordinance, the Continuing Disclosure Agreement and the Tax Regulatory Agreement shall be in full

force and effect and shall not have been amended, modified or supplemented from the date hereof, except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds and other funds shall be deposited and applied as described in the Indenture, (iii) no default or event of default under the Indenture shall have occurred and be continuing, and (iv) no material adverse change affecting the City or the Sales and Use Taxes shall have occurred, nor shall any development involving a prospective and material adverse change in, or affecting the business, financial condition, results of operations, prospects or properties of the City have occurred;

(c) Receipt of fully executed originals of the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement at or prior to the Closing;

(d) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and Bond Counsel:

(1) A final approving opinion of Bond Counsel, dated the Closing Date, in substantially the form set forth in Exhibit B hereto;

(2) A supplemental opinion of Bond Counsel, addressed to the City, the Trustee and the Underwriter and dated the Closing Date, in substantially the form set forth in Exhibit C hereto;

(3) The Official Statement executed by a duly authorized officer of the City;

(4) Certified copies of the Authorizing Ordinance and the Election Ordinance and all other ordinances and resolutions of the City relating to the Bonds;

(5) Certified copies of the Notice of Election and Mayor's Proclamation of Election Results, together with proofs of publication thereof;

(6) Photocopies of the Bonds as executed and delivered;

(7) [BOND INSURANCE POLICIES];

(8) A letter from Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., to the effect that the Bonds have been assigned a rating of no less than "___", which rating shall be in effect as of the Closing Date; [BOND INSURANCE LANGUAGE]

(9) [SURETY BOND?];

(10) A certificate, in form and substance satisfactory to the Underwriter, of any duly authorized officer or official of the City satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (i) each of the City's representations, warranties and covenants contained herein are true and

correct as of the Closing Date; (ii) the City has duly adopted the Authorizing Ordinance and the Election Ordinance by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and has duly authorized the execution, delivery and due performance of the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Official Statement and this Bond Purchase Agreement; (iii) no litigation is pending, or to the knowledge of the officer or official of the City signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Sales and Use Taxes, the Official Statement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, or this Bond Purchase Agreement; (iv) the Bonds, the Indenture, this Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Regulatory Agreement, as executed and delivered by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City; (v) since December 31, 2005, there has not been any material adverse change in the financial condition or results of operations of the City whether or not arising in the ordinary course of business, other than as set forth in the Official Statement; (vi) neither the Authorizing Ordinance nor the Election Ordinance have been amended, modified or repealed as of the Closing Date, and the Authorizing Ordinance and the Election Ordinance remain in full force and effect; (vii) none of the proceedings of the City taken preliminary to the issuance of the Bonds, as certified in such certificate, including the levy of the Sales and Use Taxes, have been in any manner repealed, amended or changed; (viii) the City has complied in all respects with the provisions of the Act and has full legal right, power and authority to levy the Sales and Use Taxes and to issue the Bonds for the purposes stated in the Act and to enter into this Bond Purchase Agreement, to adopt the Authorizing Ordinance and the Election Ordinance, to issue, sell and deliver the Bonds as provided in this Bond Purchase Agreement, and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement and the Tax Regulatory Agreement; (ix) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (x) to the best knowledge of the officer or official of the City signing the certificate, no event affecting the City or the Sales and Use Taxes has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is used that is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(11) An opinion of Kit Williams, Esq., City Attorney, dated the Closing Date and addressed to the Underwriter, Bond Counsel and the Trustee, to the effect that (i) the City is a duly organized and validly existing political subdivision and city of the first class, organized under the laws of the State of Arkansas, with full power and authority to adopt the Authorizing Ordinance and

Election Ordinance, to levy the Sales and Use Taxes, and to execute and deliver the Bonds, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement; (ii) the City has duly approved the Preliminary Official Statement and the Official Statement; (iii) the Authorizing Ordinance and the Election Ordinance have been duly adopted by the City by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and each remains in full force and effect; (iv) the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement have been duly authorized, approved, executed and delivered by the City and, subject to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, constitute valid and binding agreements of the City enforceable in accordance with their terms; (v) the information in the Official Statement under the captions "THE PROJECTS," "THE CITY" and "LEGAL MATTERS" (apart from financial or statistical data contained or incorporated therein, as to which no view need be expressed) is fair, accurate and complete and does not omit any matter which, in such counsel's opinion, for the purposes for which the Official Statement is to be used, should be included or referred to therein; (vi) excepting those matters discussed in the Official Statement, there is no action, suit or proceeding at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the City, challenging the validity of the transactions contemplated by the Official Statement or the validity of the Bonds, the Sales and Use Taxes, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement or this Bond Purchase Agreement and, to the best of such counsel's knowledge, there is no investigation, pending or threatened, and no threatened action, suit or proceeding involving any of the matters hereinabove mentioned in this clause (vi); (vii) the execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the Continuing Disclosure Agreement, the Tax Regulatory Agreement and this Bond Purchase Agreement, and compliance with the provisions hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject; and (viii) based upon the examinations which such counsel has made as counsel to the City, which shall be specified, nothing has come to such counsel's attention which would lead such counsel to believe that the Official Statement (except for the financial statements and other financial data included in the Official Statement, as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(12) Evidence that Federal Form 8038-G has been executed by the City and is ready for filing with the Internal Revenue Service.

(13) Evidence that, except as disclosed in the Official Statement, all necessary approvals, whether legal or administrative, have been obtained from applicable federal, state and local entities and agencies; and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter and Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. **Conditions to Obligations of the City.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

10. **Survival.** All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing. The obligations of the City under Sections 11 or 12 hereof shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. **Indemnification.** The City, to the extent permitted by law, agrees to indemnify and hold harmless the Underwriter, each member, officer, director, partner or employee of the Underwriter and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses (including any legal or other expenses incurred by an Indemnified Party in connection with investigating any claims against an Indemnified Party and defending any actions) whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or alleged untrue or misleading statement or omission in the information contained in the Official Statement; provided, however, that the City shall not be liable to an Indemnified Party in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the City by the Underwriter specifically for use therein.

No Indemnified Parties shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the negligence of such Indemnified Parties.

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the City, the Indemnified Parties shall promptly notify the City in writing, and, to the extent permitted by law, the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless employment of such counsel has been specifically authorized by the City. The City shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided in this Bond Purchase Agreement and to the extent permitted by law.

12. **Payment of Expenses.** The City will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, expenses of mailing or delivery of the Bonds, legal publication costs, costs for obtaining CUSIP numbers on the Bonds, fees payable to The Depository Trust Company relating to the Bonds, Federal Funds charges, costs of printing the Bonds, the Preliminary and final Official Statements, any amendment or supplement to the Preliminary or final Official Statement and this Bond Purchase Agreement, fees and disbursements of Bond Counsel, accountants' fees and expenses, any fees charged by investment rating agencies for the rating of the Bonds, bond insurance premiums, if any, fees of the Trustee and any paying agent fees, and any fees and disbursements in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of the various jurisdictions and the preparation of "Blue Sky" memoranda. In the event this Bond Purchase Agreement shall terminate because of the default of the Underwriter, the City will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds, including the fees and expenses of any counsel retained by the Underwriter. If the City defaults under this Bond Purchase Agreement, the Underwriter may bring whatever legal action it may have against the City to recover damages, if any, incurred by the Underwriter.

13. **Notices.** Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the Mayor at the address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stephens Inc., 3425 North Futrall, Suite 201, Fayetteville, AR 72703, Attention: Mr. Dennis Hunt.

14. **Nonassignability.** This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successor or assign of the Underwriter), and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. **Applicable Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

16. **Counterparts.** This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

STEPHENS INC.

By: _____
Authorized Representative

Accepted and agreed to as of _____ p.m.
on the date first above written:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY, Mayor

EXHIBIT A
MATURITY SCHEDULE

(<u> </u> 1) Maturity	Principal Amount	Interest Rate	Yield	Price
2007	\$	%	%	%
2008		%	%	%
2009		%	%	%
2010		%	%	%
2011		%	%	%
2012		%	%	%
2013		%	%	%
2014		%	%	%
2015		%	%	%
2016		%	%	%
2017		%	%	%
2018		%	%	%
2019		%	%	%
2020		%	%	%
2021		%	%	%

(with accrued interest on all Bonds from November 1, 2006)

* Mandatory sinking fund redemption.

EXHIBIT B

PROPOSED FORM OF BOND COUNSEL APPROVING OPINION

Upon delivery of the Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

November __, 2006

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

[BOND INSURER]

§ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its \$_____ Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (as from time to time amended, the "Act"), pursuant to Ordinance No. _____ of the City, duly adopted and approved on October __, 2006 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Election Ordinance and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Election Ordinance and the Authorizing Ordinance, and the due

authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Election Ordinance, the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and the Act, the City is empowered to adopt the Election Ordinance and the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Bonds.

2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

4. The Bonds have been validly authorized, executed, issued and delivered by the City and represent valid and binding special obligations of the City. The principal, premium, if any, and interest on the Bonds shall be payable from, and shall be secured by an assignment and pledge by the City to the Trustee of, the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (each as defined in the Indenture).

5. The receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax have been duly and validly assigned and pledged to the Trustee under the Indenture, and the Indenture creates, as security for the Bonds, a valid security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax. Under the laws of the State of Arkansas, including, particularly, Arkansas Code Annotated (2001 Repl. & Supp. 2005) Section 4-9-109(d)(14), the pledge, assignment and security interest in the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax securing the Bonds is and shall be prior to any judicial lien hereafter imposed on said receipts to enforce a judgment against the City on a simple contract, and it is not necessary to file a Uniform Commercial Code financing statement in order to perfect a security interest in the receipts of the 0.25% Sales and Use Tax or the receipts of the 0.75% Sales and Use Tax.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be

included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

7. The interest on the Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

8. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Bonds.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT C

PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION

November __, 2006

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons First Trust Company, N.A., as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

[BOND INSURER]

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006

Ladies and Gentlemen:

This opinion supplements our bond approving opinion, dated the date hereof, relating to the above-captioned bonds (the "Bonds"). Except as otherwise defined herein, the terms used herein shall have the meanings prescribed for them in said opinion.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

In addition to the documents specifically mentioned in the approving opinion, in connection with this opinion we have also examined:

(a) An executed counterpart of the Bond Purchase Agreement dated November __, 2006 (the "Bond Purchase Agreement"), by and between the City and Stephens Inc., as underwriter (the "Underwriter");

(b) An executed counterpart of the Continuing Disclosure Agreement dated November __, 2006 (the "Disclosure Agreement"), by and between the City and Simmons First Trust Company, N.A., as trustee (the "Trustee");

(c) An executed counterpart of the Tax Regulatory Agreement dated November __, 2006 (the "Tax Regulatory Agreement"), by and between the City and the Trustee; and

(d) Portions of the Official Statement dated November __, 2006, with respect to the Bonds (the "Official Statement"), captioned "INTRODUCTORY STATEMENT," "THE BONDS," "SECURITY FOR THE BONDS," "ESTIMATED SOURCES AND USES OF FUNDS," "THE SALES AND USE TAXES," "DEFINITIONS OF CERTAIN TERMS," "SUMMARY OF THE INDENTURE," "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT," "TAX EXEMPTION," and "APPENDIX A – Form of Opinion of Bond Counsel" (the "Relevant Captions") insofar as they relate to this opinion.

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Underwriter, the Bond Purchase Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

2. The Disclosure Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Disclosure Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

3. The Tax Regulatory Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Tax Regulatory Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

4. The statements contained in the Official Statement under the Relevant Captions, insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture and the Continuing Disclosure Agreement, or conclusions of law and legal opinions, are true, accurate and correct summaries thereof in all material respects and do not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

The enforceability of the respective obligations of the parties to the documents and other items described above, and the availability of certain rights and remedies provided for therein, may be limited by bankruptcy, receivership, insolvency, reorganization, moratorium, marshalling or other similar statutes or rules of law affecting creditors' rights and remedies, to general principles of equity and to the discretion of any court in granting any relief or issuing any order, whether the proceeding is considered a proceeding at law or equity. In particular, the right to indemnification under any of the documents or other items described above may be limited by federal or state securities laws or by the public policy underlying such laws.

This opinion is being rendered to you solely for your use and benefit and may not be relied upon in any manner, nor used, by any other person.

Very truly yours,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of November __, 2006 (this "Agreement"), is executed and delivered by the City of Fayetteville, Arkansas (the "City") and Simmons First Trust Company, N.A., as trustee (the "Trustee"), in connection with the issuance of the City's \$_____ Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Bonds"). The Bonds are being issued pursuant to the terms and provisions of Ordinance No. ____ duly adopted by the City Council of the City on October __, 2006 (the "Authorizing Ordinance"), and a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and the Trustee. In connection with the issuance of the Bonds, the City and the Trustee agree as follows:

Section 1. Purpose of this Agreement. This Agreement is being executed and delivered by the City and the Trustee for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with, and constitutes the written undertaking for the benefit of the Beneficial Owners of the Bonds required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Act of 1934, as amended (17 C.F.R. Section 240.15c2-12) (the "Rule"). The City hereby represents that it has not failed to comply with any previous undertaking pursuant to the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean the annual financial information provided by the City pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Arkansas State Repository" shall mean any public or private repository or entity as may be designated by the State of Arkansas as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Agreement, there is no Arkansas State Repository.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees, depositories or other intermediaries.

"Disclosure Representative" shall mean the City's Finance Director or his or her designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Fiscal Year" shall mean the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B hereto.

"Participating Underwriter" shall mean Stephens Inc.

"Repository" shall mean each National Repository and the Arkansas State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("1934 Act").

"0.25% Sales and Use Tax" shall mean the one-quarters of one percent (0.25%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to Ordinance No. 4891 adopted by the City on June 20, 2006, the collection of which tax will commence on January 1, 2007, as approved by the voters of the City.

"0.75% Sales and Use Tax" shall mean the three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to Ordinance No. 4891 adopted by the City on June 20, 2006, and approved by the voters of the City. The collection of the 0.75% Sales and Use Tax will commence on the first day following the date of expiration of an existing three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act and securing certain currently outstanding indebtedness of the City.

"Sales and Use Taxes" shall mean, collectively, the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax.

"Specified Events" shall mean any of the events with respect to the Bonds listed in Section 5(a) of this Agreement.

Section 3. Provision of Annual Financial Information.

(a) The City shall, not later than August 1 of each year, commencing August 1, 2007, provide to each Repository and to the Trustee its Annual Financial Information which is consistent with the requirements of Section 4 of this Agreement. The City's Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4(b) hereof; provided that the audited financial statements of the City may be submitted separately from the balance of its Annual Financial Information and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a material Specified Event under Section 5 of this Agreement.

(b) If, on the date specified in subsection (a) for providing the Annual Financial Information to Repositories, the Trustee has not received a copy of the Annual

Financial Information, the Trustee shall contact the Disclosure Representative to determine if the City is in compliance with subsection (a).

(c) If the Trustee is unable to verify that the Annual Financial Information has been provided to the Repositories by the date required in subsection (a), the Trustee shall file a notice with the Repositories and the MSRB in substantially the form set forth in Exhibit A and as required by the Rule.

(d) The City shall:

(i) determine each year prior to the date for providing the Annual Financial Information the name and address of each Repository; and

(ii) file a report with the Trustee certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided, and listing all of the Repositories to which it was provided.

Section 4. Content of Annual Financial Information.

(a) The City's Annual Financial Information shall contain or incorporate by reference the following:

(i) Receipts of the Sales and Use Taxes for the latest Fiscal Year and for the four previous Fiscal Years, if available

(ii) The City's audited financial statements for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States ("GAAP") as such principles are modified by the governmental accounting standards promulgated by the Government Accounting Standards Board ("GASB") and by mandated principles of the State of Arkansas, if any, as in effect from time to time, which financial statements have been audited by such auditor as shall then be required or permitted by the laws of the State of Arkansas. If the City's audited financial statements are not available by the time its Annual Financial Information is required to be filed pursuant to Section 3(a) hereof, the Annual Financial Information shall contain the unaudited financial statements of the City, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document has been incorporated by reference in a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City must clearly identify each such other document incorporated by reference.

Section 5. Reporting of Specified Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of any credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) Modifications to rights of Bondowners;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds; and
- (11) Rating changes.

(b) The Trustee, upon obtaining actual knowledge of the occurrence of any of the Specified Events, shall promptly inform the Disclosure Representative of any Specified Event that has occurred, and shall request that the City promptly notify the Trustee in writing whether to report the event pursuant to subsection (e).

(c) If the City determines that the occurrence of a Specified Event is material to a Beneficial Owner of the Bonds, the Disclosure Representative shall promptly notify the Trustee in writing. Such notice shall instruct the Trustee to report the occurrence pursuant to subsection (e) below.

(d) If the City determines that the occurrence of a Specified Event is not material, the Disclosure Representative shall so notify the Trustee in writing and instruct the Trustee not to report the occurrence pursuant to subsection (e) below.

(e) If the Trustee has been instructed by the Disclosure Representative to report the occurrence of a Specified Event, the Trustee shall file a notice of such occurrence with each National Repository, or with the MSRB and the Arkansas State

Repository. The Trustee shall not be obligated to report the occurrence of a Specified Event if there is no instruction to do so from the Disclosure Representative. Notwithstanding the foregoing:

(i) notice of the occurrence of a Specified Event described in subsections (a)(1), (4) or (5) shall be given by the Trustee unless the Disclosure Representative gives the Trustee affirmative instructions not to disclose such occurrence; and

(ii) notice of the Specified Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Beneficial Owners of affected Bonds pursuant to the Indenture.

Section 6. Termination of Reporting Obligation. The City's obligations under this Agreement shall terminate if the City is no longer an "obligated person" within the meaning of the Rule. The City's obligations under this Agreement shall terminate upon the maturity, defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the City and the Trustee may amend this Agreement (and the Trustee shall consent in its discretion, such consent not to be unreasonably withheld, to any amendment so requested by the City), and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel, reasonably acceptable to each of the City and the Trustee, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule taking into account any subsequent change in or official interpretation of the Rule.

Section 8. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Specified Event, in addition to that which is required by this Agreement. If the City chooses to include any information in any Annual Financial Information or notice of occurrence of a Specified Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Specified Event.

Section 9. Default.

(a) In the event of a failure of the City to provide to the Repositories the Annual Financial Information as undertaken by the City in this Agreement, the Beneficial Owner of any Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations to provide Annual Financial Information or notices under this Agreement.

(b) Notwithstanding the foregoing, no Beneficial Owner of the Bonds shall have the right to challenge the content or adequacy of the information provided pursuant to Sections 3, 4 or 5 of this Agreement by mandamus, specific performance or other equitable proceedings unless the City shall have been given ninety (90) days' written notice by a Beneficial Owner of the Bonds to remedy the alleged inadequacy of the information provided and unless Beneficial Owners of Bonds representing at least 25% aggregate principal amount of outstanding Bonds shall join in such proceedings.

(c) A default under this Agreement shall not be deemed an Event of Default under the Trust Indenture, and the sole remedy under this Agreement in the event of any failure of the City or the Trustee to comply with this Agreement shall be an action to compel performance.

Section 10. Duties, Immunities and Liabilities of Trustee. [Article IX] of the Trust Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Trust Indenture. The Trustee shall have only such duties as are specifically set forth in this Agreement, and the City agrees to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to its own negligence or willful misconduct.

Section 11. Beneficiaries. This Agreement shall inure solely to the benefit of the City, the Trustee and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY, Mayor

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By: _____
Title: _____

EXHIBIT A

**NOTICE TO REPOSITORIES REGARDING
FINANCIAL INFORMATION**

NAME OF ISSUER: City of Fayetteville, Arkansas

NAME OF BOND ISSUE: \$_____ Sales and Use Tax Capital Improvement Bonds,
Series 2006A

DATE OF ISSUANCE: November __, 2006

NOTICE IS HEREBY GIVEN that the City of Fayetteville, Arkansas (the "City") has not yet provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of November __, 2006, between the City and Simmons First Trust Company, N.A., as trustee. [The City anticipates that the Annual Financial Information will be filed by _____.]

Dated: _____

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

cc: City of Fayetteville
Stephens Inc.

EXHIBIT B

List of Nationally Recognized Municipal Securities Information Repositories at the time of execution and delivery of the Continuing Disclosure Agreement

This list may change from time to time. The Agreement requires that information and notices be provided to each Repository. This list should be checked for changes each time information or notice is to be provided.

A current list may be obtained from the Securities and Exchange Commission over the Internet at <http://www.sec.gov/info/municipal/nrmsir.htm>.

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
<http://www.bloomberg.com/markets/rates/municontacts.html>
E-mail: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.dpcdata.com>
E-mail: nrmsir@dpcdata.com

FT Interactive Data

Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
Phone: (212) 771-6999; (800) 689-8466
Fax: (212) 771-7390
<http://www.ftid.com>
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
<http://www.kennyweb.com/kwnext/mip/pi/pidirectorycurrent.html>
Email: nrmsir_repository@sandp.com

CITY OF FAYETTEVILLE, ARKANSAS

to

SIMMONS FIRST TRUST COMPANY, N.A.
as Trustee

TRUST INDENTURE

Dated as of November 1, 2006

Providing for:

\$ _____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2006A

Prepared by:

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of November 1, 2006, by and between the **CITY OF FAYETTEVILLE, ARKANSAS** (the "City"), a city of the first class organized under and existing by virtue of the laws of the State of Arkansas, and **SIMMONS FIRST TRUST COMPANY, N.A.**, as trustee (the "Trustee"), a national banking association organized under and existing by virtue of the laws of the United States of America and having its principal corporate trust office in [Pine Bluff, Arkansas];

WITNESSETH:

WHEREAS, the City Council of the City has previously determined that there is a great need for a source of revenue to finance all or a portion of the costs of (i) the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities (the "Wastewater Project"), (ii) the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements (the "Street Project"), and (iii) the acquisition, construction and equipping of certain City trail system improvements (the "Trail Project"); and

WHEREAS, the people of the State of Arkansas (the "State") by the adoption of Amendment No. 62 to the Constitution of the State, approved November 6, 1984 ("Amendment 62"), have authorized cities and counties in the State to issue bonds, upon voter approval, to finance certain capital improvements of a public nature, and to secure said bonds by a pledge of the proceeds of certain taxes; and

WHEREAS, the provisions of Amendment 62 have been implemented by the Local Government Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) Sections 14-164-301 *et seq.* (as from time to time amended, the "Act"); and

WHEREAS, pursuant to the provisions of Ordinance No. 4891, duly adopted by the City Council of the City on June 20, 2006 (the "Election Ordinance"), there was submitted to the qualified electors of the City four questions regarding the issuance of an aggregate of not to exceed \$110,000,000 in principal amount of capital improvement bonds pursuant to Amendment 62 and the Act to finance the capital improvements described in the Election Ordinance, including the Wastewater Project, the Street Project and the Trail Project; and

WHEREAS, pursuant to the Election Ordinance, said capital improvement bonds are to be secured by a pledge of and lien upon (i) all of the receipts of a special city-wide sales and use tax at the rate of one-quarter of one percent (0.25%) (the "0.25% Sales and Use Tax"), and (ii) all of the receipts of a special city-wide sales and use tax at the rate of three-quarters of one percent (0.75%) (the "0.75% Sales and Use Tax"), each levied pursuant to the Act; and

WHEREAS, at a special election held September 12, 2006, a majority of the qualified electors of the City voting on each of the aforementioned questions approved the issuance of capital improvement bonds in the principal amounts and for the specific purposes set forth on the

ballot (and the corresponding levy of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, and the pledge of the receipts thereof to the payment of said capital improvement bonds); and

WHEREAS, pursuant to the provisions of Ordinance No. ____ of the City, adopted by the City Council on October __, 2006 (the "Authorizing Ordinance"), and in accordance with the provisions of Amendment 62 and the Act, the City proposes to issue its Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Series 2006A Bonds"), in the aggregate principal amount of \$_____, in order to provide for the financing of a portion of the costs of the Wastewater Project, the Street Project and the Trail Project; and

WHEREAS, the City has further determined to enter into this Indenture to authorize the issuance of and to secure the Series 2006A Bonds by granting to the Trustee a pledge and assignment of the interests and other rights herein contained, and certain funds and accounts created hereby; and

[BOND INSURANCE LANGUAGE]

WHEREAS, the Series 2006A Bonds are to be dated, bear interest, mature and be subject to redemption as hereinafter in this Indenture set forth in detail; and

WHEREAS, provision is made in this Indenture for the issuance of Additional Bonds (hereinafter defined) and the incurring of RLF Loans (hereinafter defined) upon compliance with certain conditions set forth herein; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2006A Bonds have been in all respects duly and validly confirmed, authorized and approved under the provisions of the Authorizing Ordinance; and

WHEREAS, all things necessary to make the Series 2006A Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Indenture a valid pledge of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax to the payment of the principal of, premium, if any, and interest on the Series 2006A Bonds, as specified in and in accordance with the provisions hereof, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution, issuance and delivery of the Series 2006A Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created [BOND INSURANCE/SURETY BOND LANGUAGE] and of the purchase and acceptance of the Series 2006A Bonds by the Holders and owners thereof, and the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the

payment of the principal of, premium, if any, and interest on the Series 2006A Bonds and all Additional Bonds (hereinafter defined) and RLF Loans (hereinafter defined), if any, according to their tenor and effect, [BOND INSURANCE/SURETY BOND LANGUAGE] and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2006A Bonds, Additional Bonds and RLF Loans (collectively, the "Bonds"), subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign, transfer and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth the following:

1.

Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds of the sale of the Bonds, (ii) all receipts from the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, which are hereby irrevocably assigned and pledged to secure all obligations under this Indenture, and (iii) the Revenue Fund, Bond Fund, Debt Service Reserve Fund (subject to the limitations set forth in Section 508 hereof), Project Fund and Redemption Fund established by this Indenture, including the investment earnings thereon, if any.

2.

Any and all other properties, rights and interests of every kind and nature from time to time which have been, are hereby, or hereafter are, by delivery or by writing or transfer of any kind, conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the City or by any other Person, firm or corporation, or with the written consent of the City, to the Trustee, which is hereby authorized to receive any and all such properties, rights and interests at any time and at all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same (the "Trust Estate") with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all owners of the said Bonds issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any of the other Bonds; provided, however, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest due on the Bonds, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments as required under this Indenture or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, [BOND INSURANCE LANGUAGE] then

upon such final payments or deposits this Indenture and the lien and rights hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all revenues and income hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds or any part thereof, as follows, that is to say:

ARTICLE I

DEFINITIONS

Section 101. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

“Account” means an Account established by Article V of this Indenture.

“Act” means the Local Government Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) Sections 14-164-301 *et seq.*, as from time to time amended.

“Additional Bonds” mean Bonds in addition to the Series 2006A Bonds which are issued under the provisions of Section 212 of this Indenture.

“Amendment 62” means Amendment No. 62 to the Constitution of Arkansas, approved by the voters of the State on November 6, 1984.

“Annual Debt Service” means, with respect to all or any particular amount of Bonds (including any RLF Loan), the Debt Service for any particular Fiscal Year required to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of the sale of Bonds or which is drawn under an RLF Loan or from sources other than Sales and Use Tax receipts.

“Authorized Representative” means either the Mayor or the Finance Director of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

“Authorizing Ordinance” means Ordinance No. ____, adopted by the City on October __, 2006, which authorized the issuance of the Series 2006A Bonds pursuant to this Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Bonds" means the Series 2006A Bonds and all Additional Bonds issued, and all RLF Loans incurred, by the City pursuant to this Indenture. Except to the extent provided in Section 209 hereof and except for refunding bonds issued under the provisions of Section 212 hereof, the aggregate principal amount of Bonds issued hereunder and any RLF Loan incurred by the City shall not exceed \$110,000,000.

"Book-Entry System" means the book-entry system maintained by the Securities Depository described in Section 216 of this Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the corporate trust office of the Trustee is located are authorized or required by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"City Clerk" means the person holding the office and performing the duties of the City Clerk of the City.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Completion Date" means the date upon which a particular Project (or portion thereof) is first ready for normal continuous operation, as determined by a Qualified Engineer.

"Continuing Disclosure Agreement" means, collectively, each Continuing Disclosure Agreement between the City and the Trustee, dated the date of issuance and delivery of a series

of Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting discounts, fees and expenses, election expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Debt Service" means, with respect to all or any particular amount of Bonds or any RLF Loan, as the case may be, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds and any RLF Loan, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Debt Service Reserve Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Election Ordinance" means Ordinance No. 4891, adopted by the City Council on June 20, 2006, pursuant to which there was submitted to the qualified electors of the City the four questions relating to the issuance of the Bonds.

"Event of Default" means any event of default specified in Section 801 hereof.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by Article V of this Indenture.

"Government Securities" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means this Trust Indenture dated as of November 1, 2006, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements hereto.

["2006 Insurer"]

"Investment Securities" means, if and to the extent the same are at the time legal for investment of Funds and Accounts held under this Indenture:

(a) Government Securities;

(b) bonds, debentures, notes or other evidence of indebtedness issued or generated by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- (1) U.S. Export-Import Bank (Eximbank) – direct obligations or fully guaranteed certificates of beneficial ownership;
- (2) Farmers Home Administration (FmHA) – certificates of beneficial ownership;
- (3) Federal Financing Bank;
- (4) Federal Housing Administration Debentures (FHA);
- (5) General Services Administration – participation certificates;
- (6) Government National Mortgage Association (GNMA or "Ginnie Mae") –
 - (a) GNMA – guaranteed mortgage-backed bonds
 - (b) GNMA – guaranteed pass-through obligations;
- (7) U.S. Maritime Administration – guaranteed Title XI financing; and
- (8) U.S. Department of Housing and Urban Development (HUD) – Project Notes; Local Authority Bonds; New Communities Debentures – U.S. government guaranteed debentures; U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds;

(c) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

- (1) Federal Home Loan Bank System – senior debt obligations;
- (2) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") – participation certificates and senior debt obligations;

- (3) Federal National Mortgage Association (FNMA or "Fannie Mae") – mortgage-backed securities and senior debt obligations;
- (4) Student Loan Marketing Association (SLMA or "Sallie Mae") – senior debt obligations;
- (5) Resolution Funding Corp. (REFCOPR) obligations; and
- (6) Farm Credit System – consolidated systemwide bonds and notes;

(d) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G, AAA-m or AA-m, and if rated by Moody's rated Aaa, Aa1 or Aa2;

(e) certificates of deposit secured at all times by collateral described in (a) and/or (b) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF;

(g) bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies; and

[(h) other forms of investments approved in writing by the 2006 Insurer, including the 2006 Surety Bond and the 2006 Surety Bond.]

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Original Purchaser" means the first purchaser(s) of a series of Bonds from the City.

"Outstanding" means, as of any date of computation, Bonds theretofore or thereupon being delivered under this Indenture, except:

- (a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;
- (b) Bonds deemed to be paid in accordance with Article VII of this Indenture; and
- (c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means any bank or trust company named by the City as the place at which the principal of and premium, if any, and interest on the Bonds are payable.

"Person" means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

[DEFINE BOND INSURANCE POLICY]

"Projects" means, collectively, the Street Project, the Trail Project and the Wastewater Project.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to the Projects, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) interest accruing in whole or in part on the Bonds prior to and during construction of the Projects, including all amounts required by this Indenture to be paid from the proceeds of the Bonds into the Bond Fund;

(b) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies, costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Projects and placing the same in operation;

(c) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Projects;

(d) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Projects; and

(e) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Projects.

"Project Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Qualified Engineer" means an independent consulting engineer or firm of independent consulting engineers not in the regular employ of the City.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., or Fitch, Inc., and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the City may appoint any nationally recognized securities rating agency as a replacement.

"Rebate Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date on the Bonds occurs.

"Redemption Fund" means the fund by that name established in Section 501 of this Indenture.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative including, without limitation, the following with respect to each payment requested:

- (i) the name of the person or party to whom payment is to be made and the purpose of the payment,
- (ii) the amount to be paid thereunder;
- (iii) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and
- (iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

"Reserve Requirement" means, with respect to each series of Bonds, an amount equal to 5% of the original principal amount of such series of Bonds. There is no Reserve Requirement in connection with RLF Loans. For all purposes of this Indenture, the Reserve Requirement may be satisfied by cash or by Investment Securities. [INCLUDING THE SURETY BOND]

"Revenue Fund" means the fund by that name created and established in Section 501 of this Indenture.

"RLF Loan" means any loan to the City under the Arkansas Natural Resources Commission Revolving Loan Fund Program, which loan is to be secured by receipts of the Sales and Use Taxes on a parity basis with the Bonds. Any RLF Loan may, but need not, be structured in the form of an Additional Bond or Additional Bonds issued hereunder.

"0.25% Sales and Use Tax" means the one-quarter of one percent (0.25%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the collection of which tax will commence on January 1, 2007.

"0.75% Sales and Use Tax" means the three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the collection of which tax will commence on the first day following the date of expiration of an existing three-quarters of one percent (0.75%) city-wide sales and use tax authorized under the Act and securing certain currently outstanding indebtedness of the City.

"Sales and Use Tax" means, collectively, the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax. Receipts of the Sales and Use Tax are pledged to the payment of Debt Service on the Bonds.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2006A Bonds" means the City's Sales and Use Tax Capital Improvement Bonds, Series 2006A, issued under and secured by this Indenture in the aggregate principal amount of \$_____.

"State" means the State of Arkansas.

"Street Project" means the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Series 2006A Bonds.

"Supplemental Indenture" means any indenture supplemental to or amendatory of this Indenture, adopted by the City in accordance with Article X hereof.

[SURETY BOND DEFINITION?]

"Surplus Tax Receipts" shall have the meaning ascribed to such term in Section 503 hereof.

["System" means the City's combined water and sewer utility system.]

"Tax Regulatory Agreement" means with respect to any series of Bonds, that Tax Regulatory Agreement of the City relating to maintenance of the excludability of interest on such Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of such series of Bonds.

"Trail Project" means the acquisition, construction and equipping of certain City trail system improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Series 2006A Bonds.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons First Trust Company, N.A.

"Trust Estate" means the property described in the granting clauses of this Indenture.

"Wastewater Project" means the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities, as described in the Election Ordinance and eligible for financing with the proceeds of the Series 2006A Bonds.

Section 102. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "holder" and "person" shall include the plural, as well as the singular, number.

ARTICLE II

THE BONDS

Section 201. Security for the Bonds. (a) The Bonds are special and limited obligations of the City payable as to principal, premium, if any, and interest solely out of the Trust Estate. The Trust Estate is hereby pledged, appropriated and assigned to the payment of the principal of, premium, if any, and interest on the Bonds, all in accordance with their terms and the provisions of this Indenture. The Bonds do not constitute an indebtedness for which the faith and credit of the State of Arkansas or the City is pledged within the meaning of any Constitutional or statutory limitation. The Bonds shall never constitute an obligation of or a charge against the general credit or general taxing powers of the City.

(b) The pledge, charge, lien, trusts and assignments made herein with respect to the Trust Estate shall be valid and binding, and shall be deemed continuously perfected from the time of issuance of the Series 2006A2 Bonds, and the Trust Estate shall thereupon be immediately subject to the pledge, charge, lien, trust and assignment created hereby upon receipt thereof by or for the City or by the Trustee or the Paying Agent hereunder, without any physical delivery, segregation thereof or further act, and such pledge, charge, lien, trust and assignment shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(c) The Bonds shall be equally and ratably payable and secured hereunder without priority by reason of date of adoption of this Indenture or any Supplemental Indenture authorizing their issuance or by reason of their series, number, date, date of issue, execution, authentication or sale, or otherwise; [provided, however, Surplus Tax Receipts shall be applied to

the redemption of the Series 2006A Bonds prior to the application of such Surplus Tax Receipts to the redemption of Bonds of other series or any RLF Loan prior to maturity.]

(d) So long as any Bonds are Outstanding under the provisions of this Indenture, all receipts derived from the Sales and Use Taxes shall be deemed to be necessary to accomplish the purposes of the City and shall be subject to the covenants and agreements set forth in this Indenture, and no such revenues or receipts shall ever be used or deposited otherwise except as herein expressly permitted.

(e) The City covenants, as permitted by the Act, that while any of the Bonds are Outstanding it will use due diligence in causing the collection of the Sales and Use Taxes. Nothing herein shall prohibit the City from increasing any sales and use tax from time to time, to the extent permitted by law, and no part of the revenues or receipts derived by the City from any such increase shall become part of the receipts derived from the Sales and Use Taxes unless authorized and pledged by a Supplemental Indenture.

Section 202. Authorized Amount. There is hereby authorized the issuance of bonds of the City to be designated "Sales and Use Tax Capital Improvement Bonds, Series 2006A" in the principal amount of _____ Dollars (\$_____) (the "Series 2006A Bonds"). No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued hereunder and any RLF Loans that may be incurred by the City is hereby expressly limited to \$110,000,000, except as provided in Section 209 and except for refunding bonds issued under the provisions of Section 212 hereof.

Section 203. Details of Bonds. (a) The Series 2006A Bonds (i) shall be designated "City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2006A," (ii) shall be in the aggregate principal amount of \$_____, (iii) shall be dated as of November 1, 2006, (iv) shall bear interest from such date at the rates hereinafter provided until paid, payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2007, (v) shall be issued in denominations of \$5,000 each, or any integral multiple thereof, (vi) shall be numbered from R06A-1 upwards in order of issuance according to the records of the Trustee, and (vii) shall mature, unless sooner redeemed in the manner in this Indenture set forth, on _____ 1 in each of the years and in the amounts set forth in the following table, which table also sets forth the interest rates for the Series 2006A Bonds:

Year (<u> </u> 1)	<u>Principal Amount</u>	<u>Interest Rate</u>
2007	\$	%
2008		%
2009		%
2010		%
2011		%
2012		%
2013		%
2014		%
2015		%
2016		%
2017		%
2018		%
2019		%
2020		%
2021		%

Section 204. Form. (a) The Series 2006A Bonds shall be initially issued as fully registered Bonds, without coupons, in the form of _____ typewritten bond certificates (one for each maturity) to be delivered to the Securities Depository. Each such certificate shall be initially registered in the name of the nominee of the Securities Depository, and no Beneficial Owner will receive a certificate representing his interest in the Series 2006A Bonds, except upon the occurrence of the events described in Section 216 hereof. Beneficial Owners shall be deemed to have waived any right to receive a bond certificate except under the circumstances described in Section 216. The Series 2006A Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the form set forth in Exhibit A hereto, with appropriate variations, insertions and omissions as permitted or required by this Indenture.

Section 205. Payment. The Bonds shall be payable, with respect to principal, premium, if any, and interest in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Trustee. Payment of interest on each Bond shall be made by check or draft mailed to the registered owner of such Bond as of the applicable Record Date at his address as it appears on the registration books maintained by the Trustee. For purposes of this Indenture, interest on the Bonds shall be deemed to accrue on the basis of a 360-day year of twelve 30-day months. So long as the Securities Depository or its nominee is the sole registered owner of the Bonds, payment of interest thereon shall be made by wire transfer of immediately available funds by the Paying Agent to the Securities Depository or its nominee.

Section 206. Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. A facsimile signature shall have the same force and effect

as if manually signed. In case any officer whose manual signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

Section 207. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 208. Delivery of the Bonds. The City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds of any series and deliver said Bonds to the Securities Depository as may be directed in this Section 208, in Section 212 hereof or in any Supplemental Indenture.

(a) Prior to the delivery or original issuance by the Trustee of any authenticated Bonds of any series, there shall be delivered to the Trustee:

(1) An original executed counterpart of this Indenture or, in the case of Additional Bonds, a Supplemental Indenture by and between the City and the Trustee setting forth the details concerning such Additional Bonds;

(2) Original executed counterparts of the Continuing Disclosure Agreement and the Tax Regulatory Agreement applicable to such series of Bonds;

(3) A Certificate directing the Trustee to authenticate the Bonds and containing instructions as to the delivery of the Bonds upon payment to the Trustee, for the account of the City, of a sum specified in such Certificate;

(4) A copy, duly certified by the City Clerk, of the proceedings of the City authorizing the levy of the Sales and Use Taxes and the issuance of the Bonds;

(5) A written opinion of Bond Counsel approving the legality of the Bonds;

(6) In the case of any series of Additional Bonds, a Certificate signed by the Mayor of the City certifying that (i) the City is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Indenture, and (ii) the City is current as to all required deposits at that time in all the Funds and Accounts described in Article V of this Indenture or hereafter created by Supplemental Indentures, or if the City is in default or is not so current, certifying in the case of (i) or (ii) as to that fact and that, upon the application of the proceeds of the sale of such

Additional Bonds as provided in the Supplemental Indenture authorizing the issuance thereof, the City will not be in default or will be current thereafter;

(7) In the case of any series of Additional Bonds, a written opinion of Bond Counsel to the effect that the exemption from federal income tax of the interest on the Series 2006A Bonds and any Additional Bonds theretofore issued will not be adversely affected by the issuance of the Additional Bonds being issued; and

(8) Such further documents and certificates as may be required by the Original Purchaser of such series of Bonds.

(b) Simultaneously with the delivery of the Series 2006A Bonds, the Trustee shall apply the proceeds thereof as follows:

(1) The amount, if any, received as accrued interest on the Series 2006A Bonds shall be deposited in the Interest Account of the Bond Fund;

(2) \$_____, an amount equal to the Reserve Requirement, shall be deposited in the Debt Service Reserve Fund; [OR TRANSFER FOR PURCHASE OF SURETY BOND]

[BOND INSURANCE PREMIUM]

(3) An amount equal to \$_____ shall be deposited in the Costs of Issuance Fund for payment of Costs of Issuance as directed by a Certificate of the City;

(4) An amount equal to \$_____ shall be deposited in the Street Account of the Project Fund;

(5) An amount equal to \$_____ shall be deposited in the Trail Account of the Project Fund; and

(6) The balance of said proceeds, in the amount of \$_____, shall be deposited in the Wastewater Account of the Project Fund.

Section 209. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like series, date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a Bond destroyed or lost, filing by the Holder with the Trustee evidence satisfactory to the Trustee that such Bonds were destroyed or lost, and of the Holder's ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section 209, the City may

require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Section 210. Registration and Transfer of Bonds. The City hereby constitutes and appoints the Trustee as Bond registrar of the City, and as Bond registrar the Trustee shall keep books for the registration and for the transfer of the Bonds as provided in this Indenture at the principal corporate trust office of the Trustee. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered owner thereof, or the owner's legal representative, and neither the City, the Trustee nor the Bond registrar shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Bonds may be transferred on the books of registration kept by the Trustee by the registered owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney. Upon surrender for transfer of any Bond at the principal corporate office of the Trustee, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and in the same aggregate principal amount and of any authorized denomination or denominations.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations of the same series with corresponding maturities. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Such transfers of registration or exchanges of Bonds shall be without charge to the Holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Holder of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to transfer or exchange any Bond during the period from and including a Record Date to the next succeeding interest payment date of such Bond nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, and prior to such redemption.

If the Securities Depository or its nominee is the sole registered owner of the Bonds, transfers of ownership and exchanges shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. In such case, the Trustee shall deal with the Securities

Depository as representative of the Beneficial Owners of the Bonds for purposes of exercising the rights of Bondholders hereunder, and the rights of the Beneficial Owners of such Bonds held by the Securities Depository or its nominee shall be limited to those established by law and agreements between such Beneficial Owners and the Securities Depository and its Participants. Requests, consents and directions from, and votes of, the Securities Depository or its nominee as representative shall not be deemed inconsistent if they are made with respect to different Participants or Beneficial Owners.

Section 211. Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds held by the Trustee shall be disposed of as directed by the City. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee may, upon the written request of the City, in lieu of such cancellation and delivery, destroy such Bonds in the presence of any officer of the City (but only if the City shall so require), and deliver a certificate of such destruction to the City.

Section 212. Additional Bonds and Drawdowns Under RLF Loans. To the extent authority remains under the Election Ordinance, the City may issue from time to time one or more series of Additional Bonds for the purpose of (i) financing Project Costs in connection with the acquisition, construction, reconstruction, extension, improving or equipping of any of the Projects, (ii) refunding the Series 2006A Bonds or any series of Additional Bonds or any RLF Loan, in whole or in part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2006A Bonds and any other series of Additional Bonds theretofore issued or any RLF Loan theretofore incurred and then Outstanding, except insofar as any terms or conditions of redemption or purchase established under this Indenture may afford additional benefit or security for the Bonds of any particular series and except for the security afforded by any municipal bond insurance obtained with respect to a particular series of Bonds; provided, however, that RLF Loans structured as Additional Bonds shall not be secured by the Debt Service Reserve Fund.

Before any Additional Bonds are authenticated, there shall be delivered to the Trustee the items required for the issuance of Bonds by Section 208 hereof, [plus a Certificate of the Finance Director of the City (in the form attached as Exhibit C hereto) certifying that, based upon necessary investigation, the receipts of the Sales and Use Taxes transferred to the Trustee for deposit to the Revenue Fund during the most recent twelve (12) months were not less than (i) 115% of the average Annual Debt Service on all then Outstanding Bonds and any RLF Loan, plus the Additional Bonds then proposed to be issued, and (ii) the amount, if any, needed to make required deposits to the Debt Service Reserve Fund.] [Prior to any drawdown on an RLF Loan, there shall be delivered to the Trustee a Certificate of the Finance Director of the City (in the form attached as Exhibit C hereto) certifying that, based upon necessary investigation, the receipts of the Sales and Use Taxes transferred to the Trustee for deposit to the Revenue Fund during the most recent twelve (12) months were not less than 115% of the average Annual Debt

Service on all the Outstanding Bonds and any RLF Loan theretofore incurred, plus the average Annual Debt Service on the amount of the additional RLF Loan then to be incurred.] [DO THESE TESTS NEED TO BE ALTERED TO ACCOUNT FOR THE 0.75% TAX COMING ON LINE?] RLF Loans may only be incurred to finance Project Costs associated with the Wastewater Project. Notwithstanding anything herein to the contrary, no Additional Bonds shall be issued and no RLF Loan shall be incurred unless there is no default at the time of issuance under this Indenture.

Section 213. Superior Obligations Prohibited. Except to the extent permitted in Section 212 hereof for the issuance of Additional Bonds, from and after the issuance of any of the Bonds and for so long as any of the Bonds are Outstanding, the City shall not create or permit the creation of any indebtedness, or issue any bonds, notes, warrants, certificates or other obligations or evidences of indebtedness payable in any manner from the receipts of the Sales and Use Taxes or otherwise from the Trust Estate which (i) will in any way be superior to or rank on a parity with the Bonds, or (ii) will in any way be secured by a lien and charge on the receipts of the Sales and Use Taxes or on the moneys deposited in or to be deposited in the Revenue Fund, prior to or equal with the lien, pledge and charge created herein for the security of the Bonds, or (iii) will be payable prior to or equal with the payments to be made from the receipts of the Sales and Use Taxes and the Revenue Fund into the Bond Fund, Debt Service Reserve Fund and Redemption Fund or from said Bond Fund, Debt Service Reserve Fund and Redemption Fund for the payment of the Bonds.

Section 214. [RESERVED].

Section 215. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the City may execute, and upon the request of the City, the Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth herein, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bond in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the City shall, without unreasonable delay, prepare, execute and deliver to the Trustee and the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the Holder of such Bond in temporary form.

Section 216. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the "Securities Depository"), and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues replacement bonds as provided in this Section 216. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the Beneficial Owners as described in the following paragraph.

If the City or the Trustee determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Trustee shall notify the Bondholders of such determination or such notice and of the availability of certificates to Bondholders requesting the same, and the Trustee shall register in the name of and authenticate and deliver replacement bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (A) or (B) of this paragraph, the City or the Trustee may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the City, the Trustee or Bondholders are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Bondholders, as provided herein. The Trustee may rely conclusively on information from the Securities Depository and its Participants as to the names and addresses of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Bonds. (a) The Series 2006A Bonds shall be subject to redemption prior to maturity as follows:

(1) The Series 2006A Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete a Project, which moneys shall be transferred to the Redemption Fund pursuant to Section 502 hereof.

(2) The Series 2006A Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts deposited in the Redemption Fund pursuant to Section 503 hereof. [Notwithstanding any other provision of this Indenture to the contrary, Surplus Tax Receipts shall be applied to the redemption of the Series 2006A Bonds prior to their application for redemption prior to maturity of any other series of Bonds issued hereunder or any RLF Loan.]

(3) The Series 2006A Bonds maturing on _____ 1, 20__, are subject to mandatory redemption, to be selected by lot in such manner as the Trustee shall determine, on _____ 1 in the years and the amounts set forth below, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption.

<u>Date</u>	<u>Principal Amount</u>
_____ 1, 20__	\$
_____ 1, 20__	
_____ 1, 20__	
_____ 1, 20__ (maturity)	

Section 302. Notice. Notice of the call for any redemption, identifying the Bonds or portions thereof being called and the date on which they shall be presented for payment, shall be mailed by the Trustee by first class mail (or, so long as the Securities Depository or its nominee is the sole registered owner of the Bonds, by any other means acceptable to the Securities Depository, including facsimile) to the registered owner of each such Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure or defect has occurred. Any notice mailed as provided in this Section 302 shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 303. Selection of Bonds to be Redeemed. If less than all of the Bonds of like series, maturity, interest rate and otherwise identical payment terms shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and that for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. So long as the Securities Depository or its nominee is the sole registered owner of a series of Bonds, the procedures established by the Securities Depository shall control with respect to the selection of the particular Bonds of such series to be redeemed.

Section 304. Surrender of Bonds Upon Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for payment of the redemption price being held by the Trustee as provided in this Indenture (i) the Bonds or portions of Bonds so called for redemption shall, on the date fixed for redemption designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds, and interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, (ii) upon surrender of the Bonds or portions of Bonds so called for redemption in accordance with such notice, such Bonds or portions of Bonds shall be paid at the applicable redemption price, (iii) such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and (iv) the owners of said Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Section 305. Redemption in Part. Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (with, if the City or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Trustee duly executed by, the owner thereof or his attorney duly authorized in writing), and the appropriate officials of the City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series, of any authorized denomination or denominations, having the same maturity and interest rate as requested by such owner, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 306. Redemption of Additional Bonds. Additional Bonds may be made subject to optional, extraordinary and mandatory sinking fund redemption, in whole or in part, in such manner, at such times and at such prices as may be provided in the Supplemental Indenture providing for their issuance.

ARTICLE IV

GENERAL COVENANTS AND REPRESENTATIONS

Section 401. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, premium, if any, and interest (except interest paid from the proceeds from the sale of the Bonds and accrued interest) are payable solely from the Trust Estate which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any funds or assets of the City other than the Trust Estate. Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the City makes any covenants involving financial commitments it pledges no funds or assets other than the Trust Estate in the manner and to the extent herein specified, but nothing herein shall be construed as prohibiting the City from using any other funds or assets. The City covenants to use due diligence in causing the collection of the Sales and Use Taxes.

Section 402. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder, and in all ordinances pertaining hereto. The City covenants that it is duly authorized under the Constitution and laws of the State of Arkansas, including particularly and without limitation Amendment 62 and the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge of the receipts of the Sales and Use Taxes and to make the covenants in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 403. Instruments of Further Assurance. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, ordinances, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming of all and singular the receipts from the Sales and Use Taxes and all other moneys hereby pledged or assigned, or intended so to be, or which the City may become bound to pledge or assign.

Section 404. Recordation and Filing. To the extent necessary, the City covenants that it will cause this Indenture, such security agreements, financing statements, and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the owners of the Bonds and the rights of Trustee hereunder, and to perfect the security interest created by this Indenture.

Section 405. Inspection of Books. The City shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and the Funds and Accounts established by this Indenture.

Section 406. Tax Covenants. The City shall not use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely effect the exclusion of interest on any Bond from gross income for federal income tax purposes. No part of the proceeds of the Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Bonds remain Outstanding, it will comply with the provisions of each applicable Tax Regulatory Agreement.

Section 407. Trustee's and Paying Agent's Fees and Expenses. Subject to the provisions of Section 902 hereof, the City hereby agrees and covenants to make payments for the fees, expenses and charges of the Trustee and Paying Agent, if any, as authorized and provided by this Indenture. The City is to make payments on statements rendered by the Trustee and Paying Agent either (i) directly to the Trustee and Paying Agent or (ii) pursuant to Section 503(b) hereof.

Section 408. Construction of Projects; Certification of Completion Dates. The City hereby covenants to use its best efforts to acquire, construct and equip each portion of the Projects being financed with proceeds of the Bonds with all reasonable dispatch and to use its best efforts to cause the acquisition, construction and equipping of such portion of each Project to be completed as soon as may be practicable, but in any case within a period not to exceed three years after the issuance of the applicable series of Bonds, delays caused by *force majeure* only excepted, but if for any reason such acquisition, construction and equipping is not completed within said period, there shall be no diminution or postponement of payments required hereunder to be made by the City. Promptly after each such Completion Date, the City shall submit to the Trustee the certificate of a Qualified Engineer which shall specify the Completion Date and shall state that acquisition, construction and equipping of the portion of the Project being financed with a particular series of Bond proceeds has been completed and the Project Costs have been paid, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee is directed to retain specified amounts of moneys in the Project Fund. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

Section 409. Encumbrances. The City covenants that it will not create or suffer to be created any lien or charge upon the Trust Estate, except in accordance with the provisions of this Indenture.

Section 410. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture to the contrary, failure of the City or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and at the request of the Original Purchaser of a series of Bonds, the owners of at least 25% in aggregate Outstanding principal amount of such series of Bonds, shall) or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Trustee, as the case may be, to comply with its obligations under this Section 410. For purposes of this Section 410 only, "Beneficial Owner" shall mean any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of Bonds for federal income tax purposes.

Section 411. Drawdowns Under RLF Loans. [The City hereby covenants and agrees not to requisition amounts available under any RLF Loan unless the receipts of the Sales and Use Taxes during the Fiscal Year immediately preceding the Fiscal Year in which such requisition is to occur were not less than 115% of the maximum Annual Debt Service on all Outstanding Bonds and any RLF Loan following such requisition.] [DOES THIS TEST NEED TO BE ALTERED TO ACCOUNT FOR THE 0.75% TAX COMING ON LINE?]

ARTICLE V

FUNDS AND DEPOSITS

Section 501. Creation of Funds and Accounts. (a) There are hereby created and established the following Funds and Accounts:

- (i) Project Fund, and a Street Account, Trail Account and Wastewater Account therein;
- (ii) Revenue Fund;
- (iii) Bond Fund, and an Interest Account and a Principal Account therein;
- (iv) Redemption Fund;
- (v) Debt Service Reserve Fund, and a Series 2006A Account therein;
- (vi) Cost of Issuance Fund; and
- (vii) Rebate Fund.

(b) All Funds and Accounts shall be held by the Trustee, which shall hold and maintain said Funds and Accounts in trust, for the use and benefit of the Bondholders and the City, but subject to the permitted applications expressed herein.

Section 502. Project Fund. (a) The Trustee shall deposit a portion of the proceeds of the Series 2006A Bonds to the credit of various Accounts in the Project Fund in accordance with the written directions of the City given as provided in Section 208 of this Indenture.

(b) Moneys credited to the Project Fund shall be expended only as set forth in this Section 502.

(c) Amounts in each Account of the Project Fund shall be expended and applied only for the payment of Project Costs related to the applicable Project. Disbursements shall be made from the Project Fund on the basis of consecutively numbered Requisitions in the form attached hereto as Exhibit C signed by an Authorized Representative. Requisitions may be submitted to the Trustee by certified mail, first class mail or facsimile transmission. If the Trustee deems that a Requisition submitted by the City is sufficient pursuant to this Section 502, the amount requested thereunder shall be disbursed in payment of the Project Costs set forth therein, or in reimbursement of such Project Costs, within two (2) business days of the date of receipt of such Requisition by the Trustee. Each Requisition shall specify:

(i) the name of the person or party to whom payment is to be made and the purpose of the payment;

(ii) the amount to be paid thereunder;

(iii) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(iv) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

(d) The Trustee shall keep full and complete records concerning and reflecting all disbursements from the Project Fund and shall file an accounting of said disbursements if and when requested by the City. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. In making payments from the Project Fund, the Trustee may rely on any Requisitions delivered to it pursuant to this Section 502, and the Trustee shall be relieved of all liability relating to payments made in accordance with such Requisitions and any supporting certificate or certificates requested by the Trustee without physical inspection of the applicable Project. Within ninety (90) days following completion of the portion of a Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of such Project is complete and the Trustee shall transfer the remaining moneys in the applicable Account of the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to

the Redemption Fund for application to the retirement of Bonds by redemption or purchase, as provided by Section 301(a) and Section 506 hereof.

(e) Upon the occurrence and continuance of an Event of Default or the occurrence and continuance of an event which with notice or lapse of time or both would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed but shall instead be applied to the payment of Debt Service or the redemption price of the Bonds.

Section 503. Revenue Fund. (a) There shall be deposited to the credit of the Revenue Fund, as and when received, all receipts derived from the Sales and Use Taxes. For the purposes of financial reporting by the City with respect to the Sales and Use Taxes, "receipts" and "revenues" shall have the same meaning.

(b) Upon receipt, but in no event later than the last day of each month in which receipts of the Sales and Use Taxes are deposited in the Revenue Fund, commencing no later than _____, 2007, there shall be transferred from the Revenue Fund, in the following order, the amounts set forth below:

FIRST: For deposit to the Interest Account of the Bond Fund, an amount equal to one-sixth (1/6) of the interest on the Outstanding Bonds due on the next interest payment date and an amount equal to the interest component of any monthly payment prescribed with respect to any RLF Loan;

SECOND: For deposit to the Principal Account of the Bond Fund, an amount equal to one-twelfth (1/12) of the next scheduled principal maturity of Outstanding Bonds (including mandatory sinking fund redemptions) and an amount equal to the principal component of any monthly payment prescribed with respect to any RLF Loan;

THIRD: For deposit to the Debt Service Reserve Fund, an amount sufficient to cure any deficiency in the Debt Service Reserve Fund [ADD SURETY LANGUAGE];

FOURTH: For deposit to the Rebate Fund, an amount sufficient to satisfy the City's obligations under Section 507 hereof;

[ADD BOND INSURANCE LANGUAGE]

FIFTH: For payment to the Trustee and Paying Agent, the amount, if any, necessary to pay or reimburse the Trustee and Paying Agent for fees and expenses related to the Bonds or any RLF Loan; and

SIXTH: All remaining moneys ("Surplus Tax Receipts") will be transferred to the Redemption Fund and shall be applied to call Bonds or RLF Loans for redemption prior to maturity as provided in Section 301(b) and Section 506 hereof.

(c) Required deposits into the Accounts of the Bond Fund and the Debt Service Reserve Fund shall be reduced by investment earnings, if any, in said Funds and Accounts and,

with respect to required deposits to the Interest Account of the Bond Fund only, by any accrued interest deposited to the Interest Account of the Bond Fund upon the initial sale of a series of Bonds. In the event there shall be insufficient moneys in the Revenue Fund in a particular month to make the required transfers described above, then any deficiencies shall be added to the required deposits during the next month.

Section 504. Bond Fund. (a) There shall be deposited to the credit of the appropriate Account of the Bond Fund all moneys required to be transferred thereto pursuant to Sections 208, 503, 505, 506 and 508 of this Indenture and all other moneys received for said Fund.

(b) Moneys credited to the Bond Fund shall be expended only as set forth in this Section 504.

(c) (i) On each interest payment date for any of the Bonds Outstanding or any RLF Loan, the Trustee shall pay out of moneys credited to the Interest Account of the Bond Fund the amounts required for the payment of interest on the Bonds or the RLF Loan due on such date, and on each redemption date, the amounts required for the payment of accrued interest on Bonds or the RLF Loan then to be redeemed or purchased unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied to such payments.

(ii) On each principal payment or redemption date for any of the Bonds Outstanding or any RLF Loan, the Trustee shall pay out of moneys credited to the Principal Account of the Bond Fund the amounts required for the payment of principal and premium, if any, due on the Bonds or the RLF Loan on such date and such amounts shall be applied to such payments.

(iii) If there shall be insufficient moneys in the Bond Fund to pay in full interest, principal or premium, if any, due on the Bonds or any RLF Loan on any interest or principal payment or redemption date, the Trustee shall, one day prior to such date, transfer an amount equal to the deficiency into the appropriate Account of the Bond Fund from the Funds indicated in the following order:

FIRST: the Revenue Fund;

SECOND: the Redemption Fund; and

THIRD: the corresponding Account of the Debt Service Reserve Fund (for payment of principal and interest on the Bonds on any interest or principal payment date only).

(d) All payments made pursuant to this Section 504 shall be made in immediately available funds.

Section 505. Cost of Issuance Fund. There shall be deposited to the credit of the Cost of Issuance Fund all moneys received for said Fund pursuant to Section 208 hereof. The Trustee

shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid (and in any event not later than January 1, 2007 with respect to the Series 2006A Bonds), any remaining moneys in the Cost of Issuance Fund shall be transferred to the Interest Account of the Bond Fund.

Section 506. Redemption Fund. (a) There shall be deposited to the credit of the Redemption Fund all moneys required to be transferred thereto pursuant to Section 502 and Section 503 of this Indenture.

(b) Moneys credited to the Redemption Fund shall be expended only as set forth in this Section 506.

(c) Moneys in the Redemption Fund shall be transferred to the Principal Account of the Bond Fund at such times as may be necessary to effectuate, on the first available date, redemptions of Bonds required by Section 301(a) and (b) of this Indenture. [Notwithstanding any other provision of this Indenture to the contrary, Surplus Tax Receipts shall be applied to the redemption of the Series 2006A Bonds prior to their application for redemption prior to maturity of any other series of Bonds issued hereunder or any RLF Loan.]

(d) The amounts accumulated in the Redemption Fund, if so directed by the City by means of a Certificate delivered to the Trustee, shall be applied by the Trustee to the purchase of Bonds of the maturities which would otherwise be redeemed pursuant to Section 301(a) and (b) and this Section 506 but for the provisions of this subsection (d), at prices directed by the City not exceeding the applicable redemption prices of the Bonds which would be redeemed but for the operation of this sentence. Interest accrued on the Bonds so purchased shall be paid from moneys credited to the Interest Account of the Bond Fund.

Section 507. Rebate Fund. (a) The Trustee shall establish and maintain, separate and apart from any other Funds and Accounts established and maintained hereunder, a Fund to be designated as the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to the transfer provisions provided in subsection (c) below, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in each Tax Regulatory Agreement), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 507, by Section 406, and by each Tax Regulatory Agreement (which are incorporated herein by reference).

(b) As provided in Section 503(b) hereof, there shall be deposited in the Rebate Fund the amount of all income or gain on moneys deposited in any of the Funds and Accounts established by this Indenture which is required to be rebated to the United States and is designated for deposit therein, as calculated by the City to be owing to the United States pursuant to the Tax Regulatory Agreement, which shall be delivered by the City concurrently with the issuance of a series of Bonds.

(c) The Trustee, upon receipt of written instructions from the Mayor or Administrative Services Director of the City, shall pay to the United States out of amounts in the Rebate Fund such amounts as are required pursuant to each Tax Regulatory Agreement.

(d) Any moneys remaining in the Rebate Fund after payment to the United States, within sixty (60) days after the date on which the last Bond is redeemed, of one hundred percent (100%) of the rebate amount as described in Section 148(f)(2) of the Code, shall be transferred to the Revenue Fund.

(e) The Trustee, as instructed by Certificate of the City, shall invest all amounts held in the Rebate Fund in Investment Securities, subject to the restrictions set forth in the applicable Tax Regulatory Agreement. Money shall not be transferred from the Rebate Fund except as provided in subsection (c).

(f) Notwithstanding any other provision of this Indenture, the obligation to remit the Rebate Amount to the United States and to comply with all other requirements of this Section 507, Section 406 and each Tax Regulatory Agreement shall survive the defeasance or payment in full of the Bonds.

Section 508. Debt Service Reserve Fund. As provided in Section 208 hereof, upon the issuance of each series of Bonds, there shall be deposited into the appropriate Account of the Debt Service Reserve Fund, from proceeds of the Bonds, an amount sufficient to cause the amounts on deposit therein to be equal to the Reserve Requirement; provided, however, that no proceeds of RLF Loans will be deposited in the Debt Service Reserve Fund and the Debt Service Reserve Fund will not secure RLF Loans, whether or not structured as Additional Bonds. Each Account within the Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement. Amounts on deposit in Accounts within the Debt Service Reserve Fund shall be used solely to pay the principal of and interest on the corresponding series of Outstanding Bonds for which there are no available funds in the Bond Fund to make such payments, as the same become due at maturity (including mandatory sinking fund redemption). If an Account of the Debt Service Reserve Fund, by virtue of any such payment, is reduced below the Reserve Requirement, it shall be reimbursed in the amount of any such deficiency as provided in Section 503. Notwithstanding the above provisions of this Section 508, the amount on deposit in an Account of the Debt Service Reserve Fund may be used, together with other available funds, to provide for the payment at maturity or to redeem prior to maturity all, but not less than all, of the related series of Outstanding Bonds. If an excess shall exist in an Account in the Debt Service Reserve Fund over and above the Reserve Requirement, such excess shall be transferred to the Interest Account of the Bond Fund.

Section 509. Cessation of Fund Deposits. When the moneys in the Revenue Fund, the Bond Fund, the Debt Service Reserve Fund (except that investments in surety bonds shall not be counted for this purpose) and the Redemption Fund shall be and remain sufficient to pay in full the principal and interest on all Bonds then Outstanding in accordance with Article VII of this Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make further payments into

said Funds. Pursuant to Arkansas Code Annotated Section 14-164-329(c)(2), the Sales and Use Taxes shall be abolished on the first day of the calendar month subsequent to the expiration of thirty (30) days from the date there is filed with the Director of the Arkansas Department of Finance and Administration a written statement signed by the Mayor and the Trustee wherein either (a) the Trustee certifies that it has or will have sufficient funds on hand to pay the principal of and interest on the Bonds and any RLF Loan at maturity or upon redemption prior to maturity, and the Mayor certifies that the Sales and Use Taxes are not pledged to any other indebtedness of the City, or (b) the Mayor certifies that there are no longer any Bonds or any RLF Loan outstanding payable from receipts of the Sales and Use Taxes.

Section 510. Separate Accounts Authorized. A Supplemental Indenture authorizing the issuance of Additional Bonds may provide for the creation of separate Accounts within the Bond Fund, Debt Service Reserve Fund, Project Fund, Costs of Issuance Fund and Rebate Fund for such series of Bonds and such other Accounts as the City may direct; provided, that the creation of such separate Accounts shall be solely for the ease of administration and shall in no event affect the equal and ratable security of the Bonds of each series.

If any Supplemental Indenture authorizing the issuance of Additional Bonds provides for the establishment of separate Accounts for a series of Bonds, then such Supplemental Indenture shall require that the receipts of the Sales and Use Taxes received by the City shall be deposited pursuant to written direction of the City into each of the Accounts within the Bond Fund and Debt Service Reserve Fund for each series of Bonds on the basis of the installments of principal, premium, if any, and interest on each series of Bonds and the amounts required to be deposited in the Accounts within the Debt Service Reserve Fund during the applicable period, to the end that the Bonds of each series shall be equally and ratable secured by the receipts of the Sales and Use Taxes.

Any Supplemental Indenture authorizing the issuance of Additional Bonds may provide that any proceeds of such series of Bonds and investment earnings thereon remaining after some specified date, or after the construction of all facilities to be financed with the proceeds of such series of Bonds, shall be applied to the redemption of such series of Bonds.

ARTICLE VI

INVESTMENTS

Section 601. Investment of Moneys. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds or Accounts held by the Trustee in Investment Securities with maturity or redemption dates consistent with the times at which said moneys will be required for the purposes provided in this Indenture; provided, however, the stated maturity dates of Investment Securities of Debt Service Reserve Fund moneys (other than surety bonds) shall not exceed five years from the date of investment therein. Moneys in separate Funds or Accounts may be commingled for the purpose of investment.

Section 602. Investment Earnings. Subject to the provisions of the Tax Regulatory Agreement and Article V hereof, Investment Securities purchased with moneys held in or

attributable to any Fund or Account held by the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of such Fund or Account and the income or interest earned, profits realized or losses suffered by a Fund or Account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such Fund or Account unless otherwise provided pursuant to this Indenture.

Section 603. Valuation of Funds. In determining the value of any Fund or Account held by the Trustee under this Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each Fund and Account held hereunder and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required hereunder, and the Trustee shall not be liable for any loss resulting from any such sale.

Section 604. Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

ARTICLE VII

DISCHARGE OF LIEN

Section 701. Discharge of Lien. If the City shall pay or cause to be paid to the owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the City such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the City the estate hereby conveyed, and assign and deliver to the City any property at the time subject to the lien of this Indenture which may then be in its possession, except moneys or Government Securities held by it for the payment of the principal of and premium, if any, and interest on the Bonds.

Section 702. Bonds Deemed Paid. Any Bond shall be deemed to be paid within the meaning of this Article VII when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond

Counsel delivered to the Trustee), maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and any said Paying Agent.

In the case of any defeasance of Bonds pursuant to subsection (ii) above, the dates of redemption of such Bonds and the principal amounts and maturities of Bonds to be redeemed on such dates will be determined by taking into consideration the applicable mandatory redemption requirements with respect to the Bonds to be defeased and the receipts of the Sales and Use Taxes for the most recent twelve months.

Section 703. Non-Presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Trustee for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, and premium, if any, together with all interest unpaid and due thereon, to the due date thereof, for the benefit of the Holder thereof, all liability of the City to the Holder thereof for the payment of the principal thereof, premium if any, and interest thereon, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Holder of such Bonds, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bonds.

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 801. Events of Default. Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Default in the payment of any other amount required to be paid under this Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in this Indenture, or in the Bonds issued hereunder, and continuance thereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, unless the Trustee, or the Trustee and Holders of an aggregate principal

amount of Bonds not less than the aggregate principal amount of Bonds the Holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued;

(d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of this Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture or in the Bonds Outstanding hereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as hereinabove provided.

Section 802. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 803. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding hereunder.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder and if it shall have been indemnified as provided in Section 901(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by this Section 803 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such

default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 804. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 805. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, including, without limitation, the receipts of the Sales and Use Taxes, pending such proceedings with such powers as the court making such appointment shall confer.

Section 806. Waiver. In case of an Event of Default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the City nor anyone claiming through the City or under the City shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or thereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 807. Application of Moneys. Available moneys remaining after discharge of costs, charges and liens prior to this Indenture shall be applied by the Trustee as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

Second: To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege of any Bond over any other Bond and without preference or priority of principal over interest or of interest over principal; and

Third: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first to the payment of the interest then due and unpaid upon the Bonds, and then to the payment of the principal then due and unpaid upon the Bonds, in each case without preference or priority of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VIII then, subject to the provisions of paragraph (b) of this Section 807, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 807.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 807, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 808. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any

Bondholders hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders of all Outstanding Bonds.

Section 809. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 901, or of which by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default and the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in subsection (l) of Section 901, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by action of the Holder or Holders or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner herein provided for the equal benefit of the Holders of all Bonds Outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholders to enforce the payment of the principal of and premium, if any, and interest on any Bonds at and after the maturity thereof, or the obligation of the City to pay the principal of and premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place in said Bonds expressed.

Section 810. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 811. Waivers of Events of Default. The Trustee may, and upon the written request of the Holders of not less than 51% in principal amount of all Bonds Outstanding hereunder shall, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal; provided, however, there shall not be waived any Event of Default described in clause (a) or (b) of the first paragraph of Section 801 hereof, unless prior to such waiver or rescission all arrears of principal (due otherwise than by declaration) and interest, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for. In case

of any such waiver or rescission the City, Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right subsequent thereon.

ARTICLE IX

TRUSTEE AND PAYING AGENTS

Section 901. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. Reimbursement of such compensation paid by the Trustee is subject to the provisions of Section 902 hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the City prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 901, or of which by said subsection the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or nonaction in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on such Bonds), or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of the title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed.

(c) The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured

hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Certificate of the City signed by its Mayor and attested by the City Clerk as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which it has been notified as provided in subsection (g) of this Section 901, or of which by that subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion, at the reasonable expense of the City, in every case secure such further evidence as it may think necessary or advisable but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the City under its seal to the effect that a resolution in the form therein set forth has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for defaults under clause (a) or (b) of the first paragraph of Section 801 hereof as to which the Trustee shall be deemed to have notice) unless the Trustee shall be specifically notified in writing of such default by the City or by the Holders of at least 10% in aggregate principal amount of Bonds Outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no such default except as aforesaid.

(h) [Reserved].

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the receipts of the Sales and Use Taxes and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates,

opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

Section 902. Fees, Charges and Expenses of Trustee and Paying Agents; Trustee's Prior Lien. (a) Subject to subsection (b) of this Section 902, the City shall, from moneys lawfully available therefor, pay to the Trustee and any Paying Agent reasonable compensation for all services performed hereunder and also all reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of the powers and duties hereunder and, to the extent permitted by law and from moneys lawfully available therefor, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. With respect to the Series 2006A Bonds, the Trustee's initial authentication fee shall be \$_____ and the annual administration fee of the Trustee shall be up to, but not exceeding, \$_____. With respect to RLF Loans in aggregate principal amount up to \$17 million, the Trustee's initial authentication fee shall be \$_____ and the annual administration fee of the Trustee shall be up to, but not exceeding, \$_____. If the City shall fail to make any payment required by this subsection (a), the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder. The City shall not be required to indemnify the Trustee against any liabilities which the Trustee may incur as a result of negligent or wrongful acts or omissions of the Trustee.

(b) The City shall pay to the Trustee compensation for its services as described in Section 902(a), provided that such compensation, together with all expenses, charges and other disbursements of the Trustee and its attorneys, agents and employees and all reimbursements to the Trustee for all costs and other disbursements as described in Section 901(a) hereof shall not exceed \$7,500 annually (not including the initial authentication fee) without the prior written approval of the City, which approval shall not be unreasonably withheld. If the Trustee wishes to consult with or retain counsel for any purpose hereunder whose anticipated fees, together with all other compensation, disbursements and reimbursements of the Trustee and its attorneys, agents and employees to be paid by the City hereunder, shall exceed \$10,000 annually, then such counsel shall have to be acceptable to the City and such fees shall have to be approved by the City as described above.

Section 903. Additional Duties of Trustee. (a) In addition to the other duties of the Trustee described in this Indenture, it shall be the duty of the Trustee, on or before the tenth day

of each month after the month in which the Series 2006A Bonds are delivered, to file with the City a statement setting forth in respect of the preceding calendar month:

- (i) the amount withdrawn or transferred by it and the amount deposited with it on account of each Fund and Account held by it under the provisions of this Indenture;
- (ii) the amount on deposit with it at the end of such month to the credit of each such Fund and Account;
- (iii) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account;
- (iv) the amount applied to the purchase or redemption of Bonds under the provisions of this Indenture and a description of the Bonds or portions of Bonds so purchased or redeemed; and
- (v) any other information that the City may reasonably request, including, but not limited to, submittal of monthly statements of activity relating to the Bonds and any RLF Loan. Such information shall also be provided at the direction of the City to one additional designated entity.

All records and files pertaining to each such Fund and Account in the custody of the Trustee hereunder shall be open at all reasonable times to the inspection of the City and its agents and representatives, and the City may make copies thereof.

(b) The Trustee additionally shall be responsible for the preparation and timely distribution of any and all forms and reports required by law to all Bondholders, the State and the Internal Revenue Service in connection with the payment to the Bondholders of interest on the Bonds.

Section 904. Notice to Bondholders of Default. If a default occurs of which the Trustee is pursuant to the provisions of Section 901(g) deemed to have or is given notice, the Trustee shall promptly make demand upon the City and give notice to each owner of Bonds then Outstanding.

Section 905. Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of Bonds issued hereunder, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the Holders of at least 51% of the aggregate principal amount of Bonds Outstanding hereunder. The rights and obligations of the Trustee under this Section 905 are subject to the approval of the court having jurisdiction in the premises.

Section 906. Merger or Consolidation of Trustee. Any bank or trust company to which the Trustee may be merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any bank or trust company resulting from any such sale, merger, consolidation or transfer to which it is a party,

ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least \$40 million.

Section 907. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving written notice to the City and the Bondholders, and such resignation shall take effect upon the appointment of a successor trustee by the Bondholders or by the City. Such notice may be served personally or sent by registered mail (to the City) or first class mail (to the Bondholders).

Section 908. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the City, and signed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder.

Section 909. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder, by an instrument or concurrent instruments in writing signed by such Holders, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the City by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, shall appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the Bondholders in the manner above provided. Any such temporary trustee appointed by the City shall immediately and without further act be superseded by the trustee appointed by such Bondholders. Every such temporary trustee and every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than \$40 million.

Section 910. Concerning Any Successor Trustee. Every successor or temporary trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor or temporary trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the City.

Section 911. Reliance Upon Instruments. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

Section 912. Appointment of Co-Trustee. The City and the Trustee shall have power to appoint, and upon the request of the Trustee the City shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint, another corporation or one or more Persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, with such powers as may be provided in the instrument of appointment and to vest in such corporation or Person or Persons as such co-trustee any property, title, right or power deemed necessary or desirable. In the event that the City shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the City be required by the co-trustee so appointed for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. Every such co-trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate Trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee shall refer to this Indenture and the conditions of this Article IX expressed, and upon the acceptance in writing by such co-trustee, the co-trustee shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such co-trustee may at any time, by an instrument in writing, constitute the Trustee as the co-trustee's agent or attorney-in-fact with full power and authority, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by the co-trustee, for and on behalf of the co-trustee and in the co-trustee's name. In case any co-trustee shall die, become incapable of acting, resign or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of said co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such co-trustee.

Section 913. Designation and Succession of Paying Agents. The Trustee and any other banks or trust companies designated as Paying Agent or Paying Agents in any Supplemental Indenture or in an instrument appointing a successor Trustee shall be the Paying Agent or Paying Agents for the Bonds.

Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the City shall, within thirty (30) days thereafter, appoint such bank or trust company as shall be specified by the City as such Paying Agent to fill such vacancy; provided, however, that, if the City shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of its duties hereunder as are specified in Section 901 hereof with respect to the Trustee insofar as such provisions may be applicable.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, enter into Supplemental Indentures as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (b) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;
- (c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Trust Estate or of any other moneys, securities or funds;
- (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (f) to authorize the issuance and sale of one or more series of Additional Bonds;
- (g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the

United States or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds; or

(h) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (a), (b), (c), (d), (e) or (f) of Section 1002 hereof and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1002. Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this Section 1002, and not otherwise, the Holders of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity (or mandatory redemption date) of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued hereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (f) depriving the Holder of any Bond then Outstanding of the lien hereby created on the Trust Estate. Nothing herein contained, however, shall be construed as making necessary the approval of Bondholders of the execution of any Supplemental Indenture as provided in Section 1001 of this Article X.

If, at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such Supplemental Indenture to be mailed by first class mail to each registered owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided in this Section 1002. If the Holders of not less than 2/3 in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1003. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture entered into pursuant to Section 1001 or 1002 hereof, this Indenture shall be deemed to be modified and amended in accordance therewith.

[BOND INSURANCE AND SURETY BOND ARTICLE]

ARTICLE XI

MISCELLANEOUS

Section 1101. Consents, etc. of Bondholders. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before such officer the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers, and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee, as Bond registrar.

Section 1102. Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, to the City or the Trustee. Notices, certificates or other communications shall be sent to the following addresses:

City:	City of Fayetteville City Administration Building 113 West Mountain Fayetteville, Arkansas 72701 Attention: Mayor
Trustee:	Simmons First Trust Company, N.A. 501 Main Street Pine Bluff, Arkansas 71601 Attention: Glenda L. Dean, Corporate Trust

Either of the foregoing may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person or company other than the parties hereto, and the Holders of the Bonds secured by this Indenture any legal or equitable rights, remedy, or claim under or in respect to this Indenture or any covenants, conditions, and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the Holders of the Bonds hereby secured as herein provided.

Section 1104. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1105. Applicable Provisions of Law. This Indenture shall be considered to have been executed in the State of Arkansas and it is the intention of the parties that the substantive law of the State of Arkansas govern as to all questions of interpretation, validity and effect.

Section 1106. Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1107. Successors and Assigns. All the covenants, stipulations, provisions, agreements, rights, remedies and claims of the parties hereto in this Indenture contained shall bind and inure to the benefit of their successors and assigns.

Section 1108. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1109. Photocopies and Reproductions. A photocopy or other reproduction of this Indenture may be filed as a financing statement pursuant to the Uniform Commercial Code, although the signatures of the City and the Trustee in such reproduction are not original manual signatures.

Section 1110. Bonds Owned by the City. In determining whether Bondholders of the requisite aggregate principal amount of the Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned by the City shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Bonds which the Trustee knows are so owned shall be so disregarded.

Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and, to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be signed in its behalf by its duly authorized officers and its corporate seal to be hereto affixed.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named Dan Coody and Sondra Smith, Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2006.

Notary Public

My Commission expires:

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF JEFFERSON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named _____ and _____, the _____ and the _____, respectively, of Simmons First Trust Company, N.A., to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the Trust Company, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2006.

Notary Public

My Commission expires:

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

EXHIBIT A TO TRUST INDENTURE

Form of Series 2006A Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by the authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No. R06A-___

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT BOND
SERIES 2006A

Interest Rate: ___%

Maturity Date: _____ 1, 20__

Date of Bond: November 1, 2006

CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, a municipality and political subdivision organized and existing by virtue of the laws of the State of Arkansas (the "City"), for value received, promises to pay to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, but solely from the source and in the manner hereinafter set forth, the Principal Amount shown above, and in like manner to pay interest on said amount from the date hereof until payment of such Principal Amount has been made or duly provided for, at the Interest Rate per annum shown above, such interest to be payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2007, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. The principal of and premium, if any, on this bond are payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of Simmons First Trust Company, N.A., Pine Bluff, Arkansas, or its successor or successors, as trustee (the "Trustee"). So long as Cede & Co. or another nominee of DTC is the registered owner of this bond, payment of interest hereon shall be made by wire transfer of immediately available funds by the Trustee to the Registered Owner as of the fifteenth day of the calendar month preceding the calendar month in which such interest payment date shall fall (the

"Record Date"). At any time thereafter, payment of interest hereon shall be made by check or draft of the Trustee to the Registered Owner as of the applicable Record Date, at the owner's address as it appears on the bond registration books of the City kept by the Trustee.

This bond, designated "Sales and Use Tax Capital Improvement Bond, Series 2006A", is one of a series of bonds aggregating _____ Dollars (\$_____) (the "Bonds"). The Bonds are being issued for the purpose of financing all or a portion of the costs of (i) the acquisition, construction, reconstruction, extension, improving and equipping of certain improvements to the City's wastewater treatment plants, sewerage and related facilities (the "Wastewater Project"), (ii) the acquisition, construction, reconstruction, repair, straightening and widening of certain City streets and related improvements (the "Street Project"), (iii) the acquisition, construction and equipping of certain City trail system improvements (the "Trail Project," and together with the Wastewater Project and the Street Project, the "Projects"). Bond proceeds will be utilized to pay Project costs, to fund a debt service reserve, and to pay the costs of issuance of the Bonds. [ADD REFERENCE TO BOND INSURANCE]

The Bonds are issued under and are secured by and entitled to the protection of a Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City and the Trustee, which Indenture is available for inspection at the principal corporate trust office of the Trustee. Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 62 to the Constitution of Arkansas, as implemented by the Local Government Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) §§14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), Ordinance No. ____ of the City adopted October __, 2006, which ordinance authorized the execution and delivery of the Indenture, and a special election duly held on September 12, 2006, at which a majority of the qualified electors of the City voting approved the issuance of the Bonds. In accordance with the Local Government Bond Act, the City has pledged all receipts from (i) a one-quarter of one percent (0.25%) local sales and use tax (the "0.25% Sales and Use Tax") and (ii) a three-quarters of one percent (0.75%) local sales and use tax (the "0.75% Sales and Use Tax"), each levied by the City pursuant to Ordinance No. 4891, adopted by the City on June 20, 2006, to provide funds for the repayment of the Bonds.

The pledge of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax (collectively, the "Tax Receipts") presently secure payment of the Bonds only, but such Tax Receipts may additionally be pledged to secure the payment of up to \$_____ in aggregate principal amount of (i) Additional Bonds issued under the provisions of the Indenture and (ii) loans obtained under the Arkansas Natural Resources Commission Revolving Loan Program ("RLF Loans"). The Indenture provides that the City may hereafter issue Additional Bonds and incur RLF Loans from time to time under certain terms and conditions contained in the Indenture and, if issued or incurred, such Additional Bonds and RLF Loans will rank on a parity of security

with the Bonds and be equally and ratably secured by and entitled to the protection of the Indenture (except that RLF Loans will not be secured by the debt service reserve).

The Bonds are not general obligations of the City, but are special obligations secured by an irrevocable pledge of and lien on the Tax Receipts, as more particularly described in the Indenture. In no event shall the Bonds constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

[BOND INSURANCE STATEMENT]

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds and Additional Bonds, if any, issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon. Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete the Projects.

The Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts. "Surplus Tax Receipts" are Tax Receipts in excess of the amount necessary to (i) insure the prompt payment of scheduled debt service on the Bonds, Additional Bonds and any RLF Loan, (ii) maintain the debt service reserve fund at the required level, (iii) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, with respect to the Bond or any Additional Bonds, and (iv) pay the fees and expenses of the Trustee and any paying agent. [Surplus Tax Receipts shall be applied to the redemption of the Bonds prior to their application for redemption prior to maturity of any series of Additional Bonds or any RLF Loan.]

The Bonds maturing on _____ 1, 20__, are subject to mandatory redemption, to be selected by lot in such manner as the Trustee shall determine, on _____ 1 in the years and the amounts set forth below, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption.

<u>Date</u>	<u>Principal Amount</u>
_____ 1, 20__	\$

____ 1, 20 ____
____ 1, 20 ____
____ 1, 20 ____ (maturity)

Notwithstanding the foregoing, so long as DTC or its nominee is the sole registered owner of the Bonds, the particular Bonds or portions thereof to be redeemed in part within a maturity shall be selected by lot by DTC in such manner as DTC shall determine. In selecting Bonds for redemption prior to maturity, in the case any outstanding Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Bond shall be treated as a separate Bond of the denomination of \$5,000.

In the event any of the Bonds or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption, notice thereof shall be given by the Trustee by first class mail to the registered owner of each such Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred. Each notice shall identify the Bonds or portions thereof being called, and the date on which they shall be presented for payment. After the date specified in such call notice, the Bond or Bonds so called for redemption will cease to bear interest provided funds sufficient for their redemption have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Bond may be transferred on the books of registration kept by the Trustee by the registered owner or by his duly authorized attorney upon surrender hereof, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney.

The Bonds are issuable as registered bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds or the Indenture against any past, present or future alderman, officer or employee of the City, or any successor, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of any of the Bonds.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the revenues pledged to the payment of the principal of and premium, if any, and interest on the Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted hereon, all as of the date hereof shown above.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Attached hereto is the complete text of the opinion of Kutak Rock LLP, a signed original of which is on file with the undersigned, delivered and dated the date of the original delivery of and payment for the Bonds.

SIMMONS FIRST TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Signature

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, _____, hereby sells, assigns, and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: _____, 20__.

Transferor

GUARANTEED BY:

NOTICE: Signature(s) must be guaranteed by an institution satisfactory to the Trustee or other transfer agent.

EXHIBIT B TO TRUST INDENTURE

COVERAGE CERTIFICATE

City of Fayetteville, Arkansas
Series 2006A Sales and Use Tax Capital Improvement Bonds

Date: _____

TO: Simmons First Trust Company, as Trustee

[DOES THIS TEST NEED TO BE ALTERED TO ACCOUNT FOR THE 0.75% TAX
COMING ON LINE?]

This certificate is provided pursuant to the provisions of Section 212 of the Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, in connection with (i) the proposed issuance of Additional Bonds or (ii) a drawdown under an RLF Loan. In connection with such issuance or drawdown, the undersigned certifies as follows:

- (a) Receipts of Sales and Use Taxes by
Trustee for preceding twelve (12)
months: \$ _____
- (b) Average Annual Debt Service
on all Outstanding Bonds and
RLF Loans, plus (i) the proposed
Additional Bonds or (ii) following
the drawdown on the RLF Loan: \$ _____
- (c) (a) divided by (b) = _____ % (which is greater than 115%)

The undersigned hereby certifies that he is authorized to deliver this Certificate on behalf of the Issuer.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
PAUL BECKER, Finance Director

EXHIBIT C TO TRUST INDENTURE

REQUISITION

City of Fayetteville, Arkansas
Series 2006A Sales and Use Tax Capital Improvement Bonds

Date: _____

Requisition No.: _____

TO: Simmons First Trust Company, as Trustee

Pursuant to the provisions of Section 502 of the Trust Indenture dated as of November 1, 2006 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, you are authorized to make the following described payment directly to the Payee named below from the _____ Account of the Project Fund:

Name and Address of Payee: _____

Amount of Payment: \$ _____

General Classification of
the Expenditures:

The undersigned hereby certifies that he is authorized to deliver this Requisition on behalf of the Issuer.

The amount requested hereunder has not been the basis for any previous Requisition by the Issuer and is justly due and owing to the person(s) named herein as a proper payment or reimbursement of a Project Cost with respect to the _____ Project.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY, Mayor

Revised C.8

RESOLUTION NO. _____

A RESOLUTION TO SUPPORT THE WASHINGTON COUNTY
QUORUM COURT'S DENSITY REGULATIONS FOR LAND
LOCATED WITHIN TWO MILES OF FAYETTEVILLE'S CITY
LIMITS

WHEREAS, some developers have begun using decentralized sewer systems in order to build overly dense and inappropriate developments just outside the city limits of Fayetteville and other cities in Washington County; and

WHEREAS, County residents within established large acreage neighborhoods have and will be adversely affected by this urban sprawl development adjoining their homes and farms; and

WHEREAS, only the Washington Quorum Court has the legal authority and power to provide protection for these county residents by reasonably limiting development in unincorporated lands within two miles of the city limits to one house per acre which will be much more compatible with the current rural nature of these lands.

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 expresses its full support for the efforts of the Washington County Quorum Court to protect its county residents within two miles of the city limits by restricting development to one house per acre.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
October 3, 2006**

A meeting of the Fayetteville City Council will be held on October 3, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

Presentation on the proposed Library Strategic Plan given by Louise Schaper, Executive Director – Agenda Session Only.

A. CONSENT:

- 1. Approval of the following City Council Meeting Minutes:**
July 17, 2006 Special City Council and Planning Commission.
August 29, 2006 Special City Council.
September 5, 2006 City Council.
September 12, 2006 Special City Council.
- 2. Water Service Territory:** A resolution to adjust the Water Service Territorial boundary between Fayetteville and Springdale.

B. UNFINISHED BUSINESS:

- 1. ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting. This ordinance was left on the Second Reading at the September 5, 2006 City Council Meeting. This ordinance was left on the Third Reading at the September 19, 2006 City Council Meeting and then Tabled to the October 3, 2006 City Council Meeting.*

There was also an amendment to this ordinance that was tabled. The amendment was to amend the ordinance to rezone the Regan Street area to the Downtown General zoning. The motion was made by Alderman Lucas and seconded by Alderman Thiel and then tabled to the October 3, 2006 City Council meeting.

2. **RZN 06-2201 Mariscal:** An ordinance rezoning that property described in rezoning petition RZN 06-2201, for approximately 1.50 acres, located at 4041 Wedington Drive from R-A, Residential Agricultural to C-1, Neighborhood Commercial. *This ordinance was left on the Second Reading at the September 19, 2006 City Council meeting.*

C. NEW BUSINESS:

1. **R-PZD 06-2190 Woodbury:** An ordinance establishing a Residential Planned Zoning District titled R-PZD 06-2190, Woodbury, located south of Zion Road and east of Taliesin Lane, containing approximately 11.66 acres, more or less; amending the official zoning map of the City of Fayetteville; and adopting the associated Master Development Plan.
2. **VAC 06-2136 Petunia Court:** An ordinance approving VAC 06-2136 submitted by John Carpenter for property located between Lots 31 & 32 of Glenbrook Phase II, vacating un-constructed right-of-way within the subject property.
3. **VAC 06-2219 North Point:** An ordinance approving VAC 06-2219 submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point Subdivision, vacating the southern 15' of the utility easement located within the subject property.
4. **VAC 06-2220 Emerald Avenue and Hillcrest:** An ordinance approving VAC 06-2220 submitted by CEI Engineering Associates, Inc. located at the north end of Emerald Avenue, vacating 0.05 acres of a 20 foot utility easement located within the subject property.
5. **2007 Compensation & Classification Plan Implementation:** A resolution adopting the Compensation Committee's recommendation to implement the 2007 Compensation & Classification Plan. **Additional information will be available at Agenda Session.**
6. **2006 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2006 fixing the rate thereof at 1.3 mil for General Fund-Operations, 0.4 mils for the Firemen's Pension and Relief Fund, 0.4 mils for the Policemen's Pension and Relief Fund and 1.0 mil for the Fayetteville City Library; and certifying the same to the County Clerk of Washington County, Arkansas.
7. **Bond Ordinance:** The information regarding this issue will not be available until Agenda Session.
8. **Washington County Quorum Court's Density Regulations:** A resolution to support the Washington County Quorum Court's Density Regulations for land located within one mile of Fayetteville's City Limits.

D. INFORMATIONAL:

City Council Tour: October 2, 2006 - 4:30 PM

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

10/3/2006

City Council Meeting Date

David Jurgens

Submitted By

Water/Wastewater

Division

Water/Wastewater

Department

Action Required:

Fayetteville City Administration recommends approval of a resolution transferring approximately 14 acres from Fayetteville's exclusive water service area to Springdale's exclusive water service area in the vicinity of the Clear Creek Subdivision in Johnson.

\$

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

N/A

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution # 117-02

Original Contract Date:

30-Jul-02

Original Contract Number:

City Attorney

Date

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED

9-14-06

Received in Mayor's Office

ENTERED

9/15/06

Mayor

Date

Comments:

City Council Meeting of October 3, 2006

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director

Date: September 14, 2006

Subject: Request for Water Service Territory Adjustments in the Vicinity of the Clear Creek Development

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution transferring approximately 14 acres from Fayetteville's exclusive water service area to Springdale's exclusive water service area in the vicinity of the Clear Creek Subdivision in Johnson.

BACKGROUND

On June 15, 1967, concurrent with the implementation of Beaver Water District's improvement project, the cities of Bentonville, Fayetteville, Rogers and Springdale agreed upon exclusive water service areas. As a part of this intermunicipal agreement, the cities retained the right to alter their exclusive water service areas by mutual agreement. This service territory has been modified on several occasions. On July 30, 2002, the Fayetteville City Council approved the Clear Creek development in Johnson be transferred to the Springdale Water Utility.

DISCUSSION

The lots in this request are all immediately adjacent to existing Clear Creek Subdivision lots. The subject properties in this request: (1) are in Johnson; (2) abutt tracts currently served by Springdale water/sewer; and (3) are not near Fayetteville water/sewer facilities. Giving up rights to these lots does not impinge upon Fayetteville's future ability to serve other customers in this area, as the following conditions still apply: (1) This approval applies to these specific lots only, and does not imply approval for any other areas to be transferred out of the Fayetteville water service territory; (2) Fayetteville retains all water service rights to all lots east of Chris Hollow Road and south of Clear Creek with the exception of area number 5 on the attached map; (3) Fayetteville retains all water service rights to all lots west of Highway 112 and south of Clear Creek.

From a water service standpoint, it is more logical for Springdale to provide service to these specific lots. They would have the better ability to provide looped lines, shorter mains, and a better overall system layout than Fayetteville.

BUDGET IMPACT

None.

Attachments: Map showing general area and our water lines in the area
Map showing general area of the lots
Specific lot sketches for each lot

RESOLUTION NO. _____

A RESOLUTION TO ADJUST THE WATER SERVICE
TERRITORIAL BOUNDARY BETWEEN FAYETTEVILLE
AND SPRINGDALE

WHEREAS, the area shown on Exhibit A (map) are located in the City of Johnson, abut tracts currently served by Springdale water and sewer mains, and are not near Fayetteville water or sewer mains.

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 transfers from the Fayetteville Water Service Territory into the Springdale Water Service Territory the lots shows on the attached maps/plats so that the new boundary between Springdale and Fayetteville Water Service Territory shall be as shown on Exhibit A.

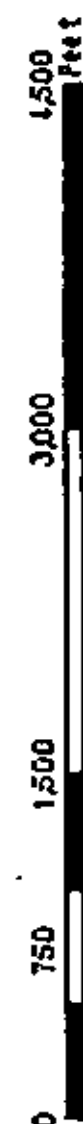
PASSED and APPROVED this 3rd day of October, 2006.

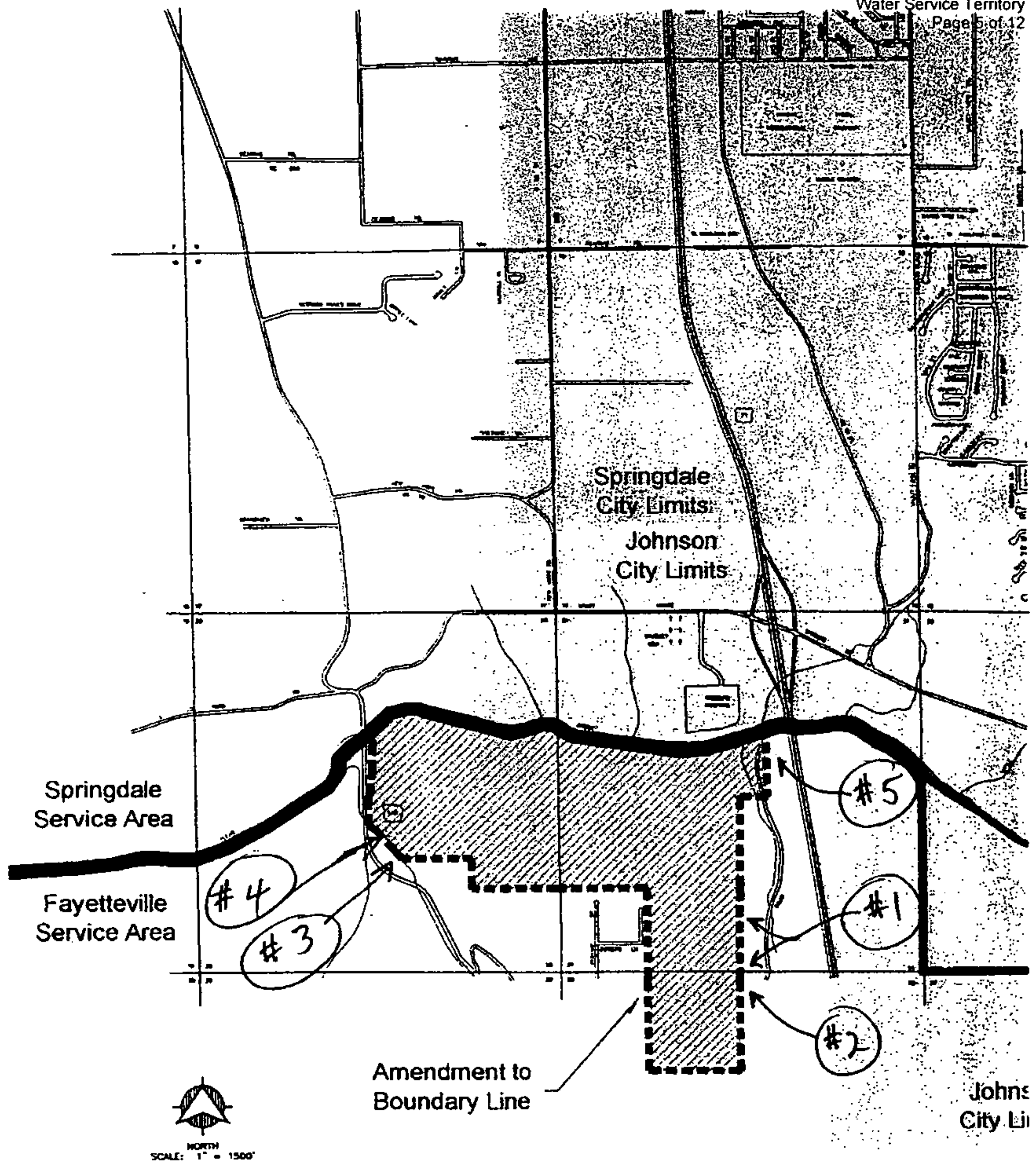
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

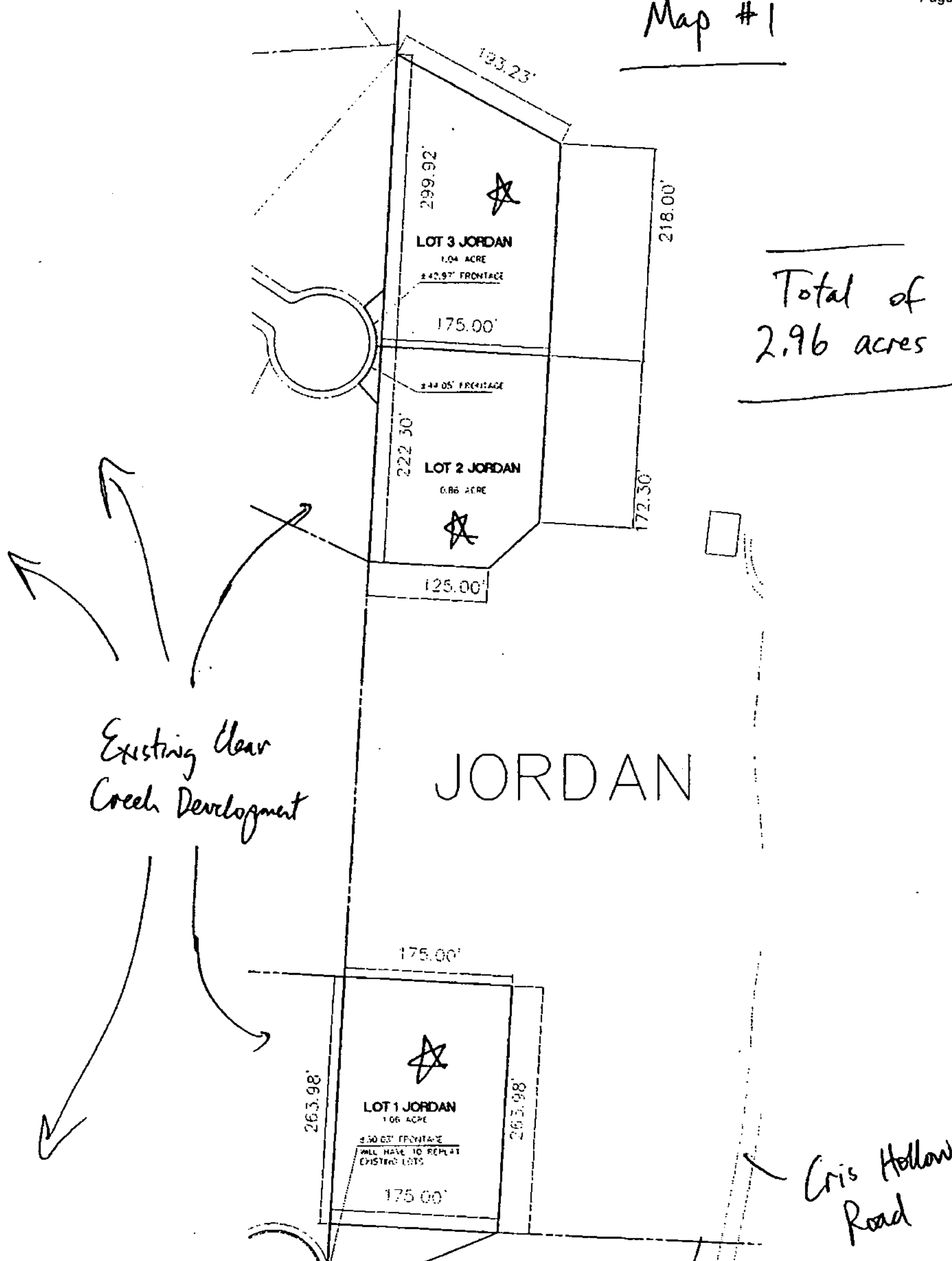
By: _____
SONDRA SMITH, City Clerk



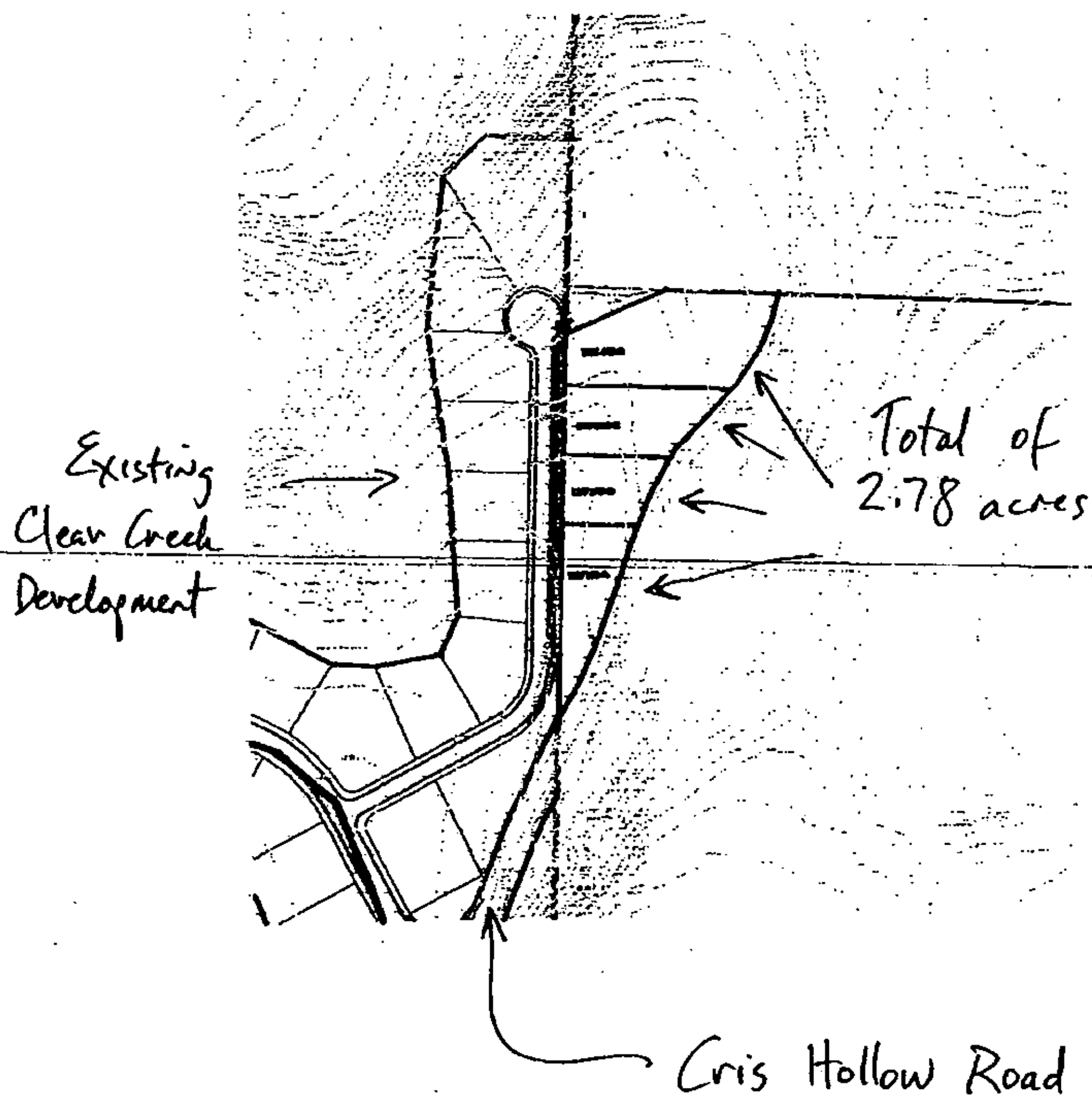


Map #1 = 2.96 acres (Jordan)
 Map #2 = 2.78 acres (Strafuss)
 Map #3 = 1.4 acres (Hays)
 Map #4 = 1.33 acres (Cassatt)
 Map #5 = 5.66 acres (Reed/Hays)
 14.13 acres

Map #1



Map #2



PLAT OF SURVEY
FOR
JB HAYS



Map #3

NW CORNER
SEC 20
T-17-N, R-30-W

Cassatt Property
1.33 acres

Existing Clear Creek
Development, Phase 1

Hays Property

1.4 ACRES

Highway 112

Scale for Bearings: Plat of
survey for the University Club
dated 8-8-2000 by Copeland
Land Surveying, Inc.

SURVEY DESCRIPTION

A part of the NW1/4 of the SE1/4 of Section 20, Township 17 North, Range 30 West, being more particularly described as follows:

Beginning at a point that is S2°36'48"W 378.55 feet, S80°00'52"E 158.63 feet, and S37°23'12"E 310.0 feet from the Northwest corner of the NW1/4 of the SE1/4 of said Section 20 and running thence S38°15'23"E 186.38 feet along the centerline of the Spring Branch; thence leaving said centerline and running S53°54'W 294.0 feet to the centerline of Arkansas State Highway No. 112; thence Northwesterly along said centerline the following: N40°19'W 63.3 feet, N37°34'W 68.8 feet, N32°11'W 96.8 feet; thence leaving said centerline and running N58°15'E 287.0 feet to the point of beginning, containing 1.4 acres, more or less, Washington County, Arkansas.

Subject to the Arkansas State Highway No. 112 right-of-way along the West line and any other easements and/or right-of-ways of record.

SURVEYOR'S CERTIFICATION: I hereby certify that I have surveyed the herein described tract and that the property lines and corner monuments are, to the best of my knowledge and ability, correctly established as shown. Also, any easements and/or encroachments revealed by this survey are shown herein.

WILLIAM C. JENKINS PLS No. 688 AR

COPIES OF THIS PLAT

100 COPIES
AT \$1.00 PER COPY
TOTAL \$100.00

DATE	4/20/2021
TIME	4:00 PM
FILE NO.	347

Map #4

CLEAR CREEK PROPERTY
PHASE 1

CASSATT PRC

UTILITIES LOCATED

1.33
ares

LE PROBLEME ÉLÉMENTAIRE

HIGHWAY 112

THIS IS NOT A BOUNDARY SURVEY AND THE SHOWN EASEMENT IS ASSUMED BASED ON THE PROVIDED INFORMATION. THIS SKETCH DOES NOT REPRESENT AN INDICATION OF TITLE SEARCH OR RESEARCH ON SAID PROPERTY. CEI SHALL BE HELD HARMLESS OF ANY MISINTERPRETATION, LACK OF PROVIDED INFORMATION, MIS-MARKING OR ERROR IN PROVIDED INFORMATION.



257-00

ARKANSAS ONE CALL

4-7-03

DATE _____

PRN

PM

DES

DRW

CEI

ENGINEERING
ASSOCIATES, INC

ENGINEERS

PLANNERS

SUPERVISORS

(479) 273-9472

FAX (479) 273-0844

JOB NO: 15697.1

DWG NAME: 2003032

ARKANSAS HWY 112

JOHNSON

ARKANSAS

DATE _____

SHEET NO.

04-07-03

2:05 PM

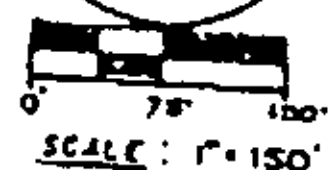
REV-0

SHEET NO.

1 OF 1

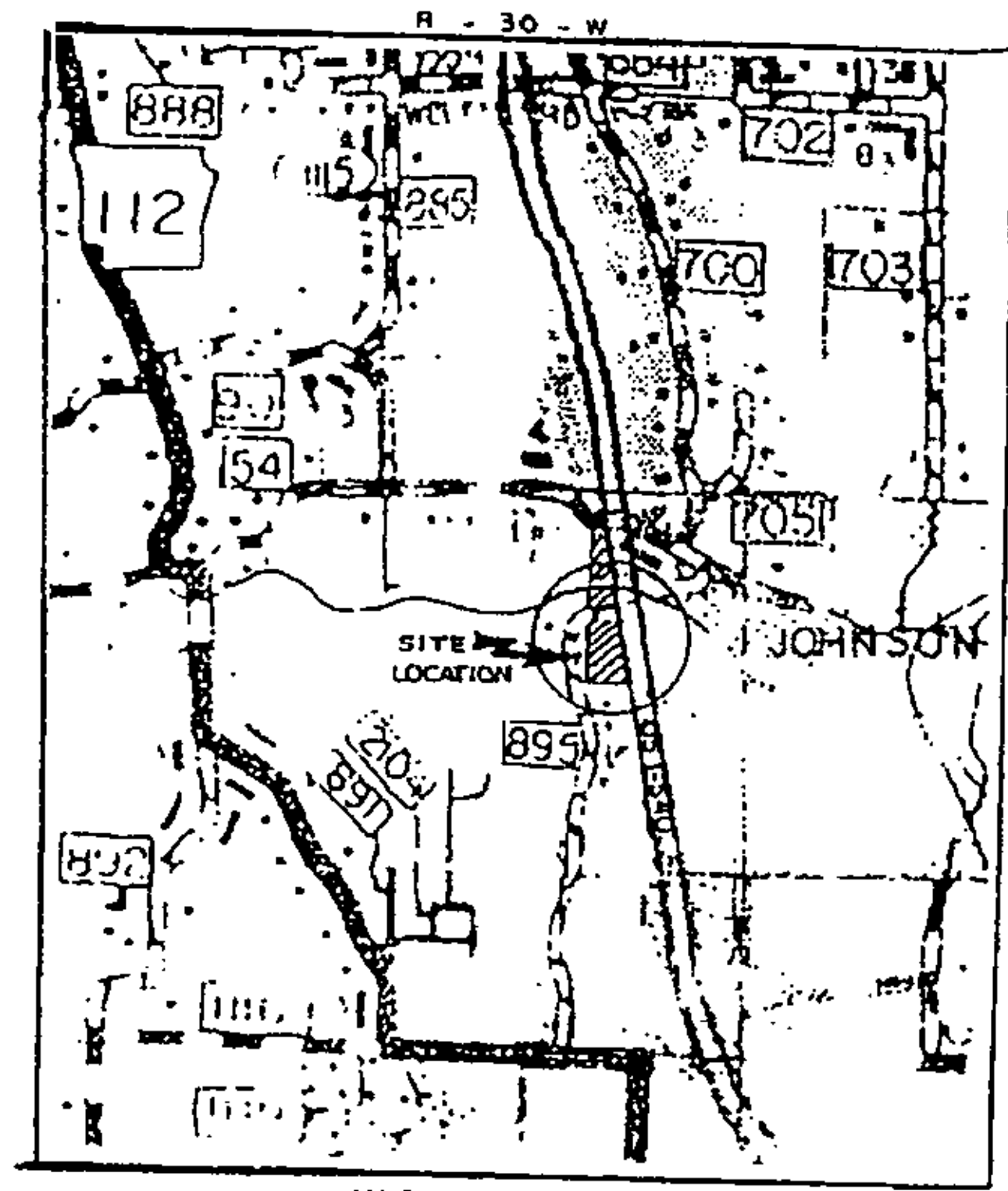
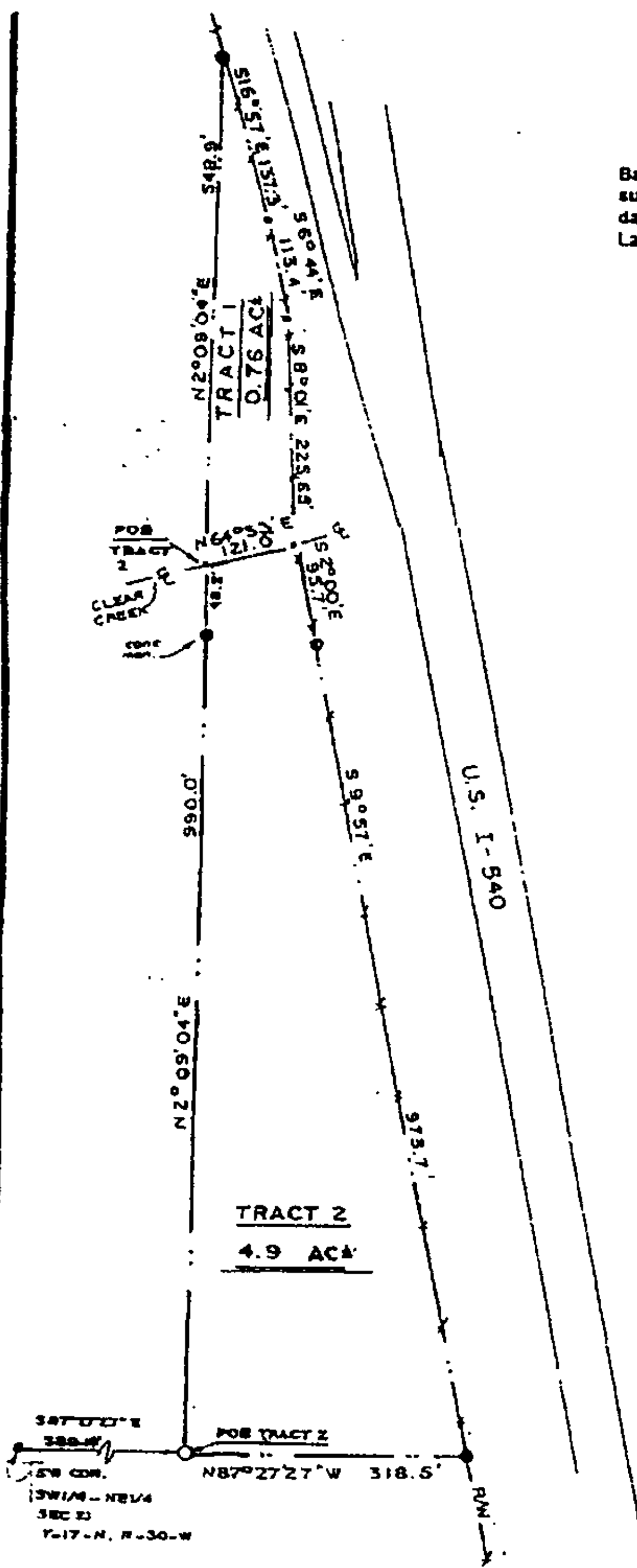
Map #5

Basis for Bearings: Plat of
survey for the University Club
dated 8-8-2000 by Copeland
Land Surveying, Inc.



LEGEND

- — — — — PROPERTY LINE
- FOUND IRON PIN
- SET IRON PIN
- - - - - FENCE



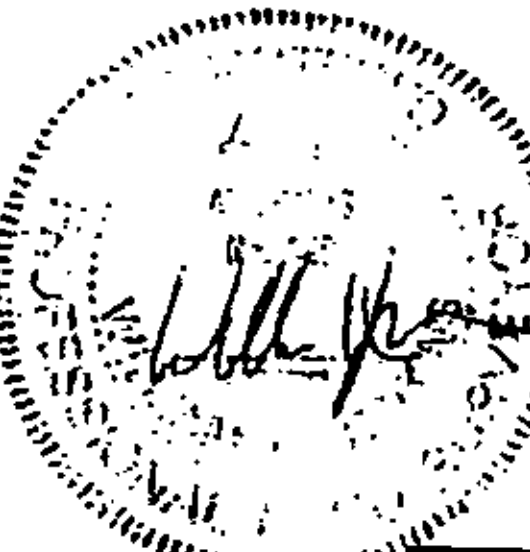
VICINITY MAP
SURVEY DESCRIPTION
Tract 1

A part of the SW1/4 of the NE1/4 and a part of the NW1/4 of the NE1/4 of Section 21, Township 17 North, Range 30 West, being more particularly described as follows:
Beginning at a point on the centerline of Clear Creek that is S87°27'27"E 389.14 feet and N2°09'04"E 990.0 feet from the Southwest corner of the SW1/4 of the NE1/4 of said Section 21 and running thence N2°09'04"E 548.9 feet to the West right-of-way line of Interstate Highway No. 540; thence Southeasterly along said right-of-way the following: S16°57'E 137.3 feet, S8°44'E 113.4 feet, S8°01'E 225.65 feet to said Clear Creek centerline; thence S64°53'W 121.0 feet to the point of beginning, containing 0.76 acres, more or less, Washington County, Arkansas.
Subject to any easements and/or right-of-ways of record.

SURVEY DESCRIPTION
Tract 2

A part of the SW1/4 of the NE1/4 of Section 21, Township 17 North, Range 30 West, being more particularly described as follows:
Beginning at a point that is S87°27'27"E 389.14 feet from the Southwest corner of the SW1/4 of the NE1/4 of said Section 21 and running thence N2°09'04"E 990.0 feet to the centerline of Clear Creek; thence N84°53'E 121.0 feet along said centerline to the West right-of-way line of Interstate Highway No. 540; thence Southeasterly along said right-of-way the following: S2°00'E 98.7 feet, S9°57'E 973.7 feet to the South line of said 40 acre tract; thence leaving said right-of-way and running N87°27'27"W 318.5 feet to the point of beginning, containing 4.9 acres, more or less, Washington County, Arkansas.

SURVEYOR'S CERTIFICATION: I
herby certify that I have surveyed
the herein described tract and that
the property lines and corner
monuments are, to the best of my
knowledge and ability, correctly
established as shown. Also, any
easements and/or encroachments
revealed by said survey are shown
hereon.



WILLIAM C. JENKINS PLS No. 688 AR

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

B. 1
ADM 06-1955, 06-1956 Amend Title XV:
Downtown Master Plan Zoning Districts and Map
Page 1 of 144

15-Aug-06

City Council Meeting Date

Tim Conklin
Submitted By

Planning & Development Mgmt.
Division

Operations
Department

Action Required:

ADM 06-1955, 06-1956: Administrative Item (DOWNTOWN MASTER PLAN ZONING DISTRICTS AND ZONING DISTRICT MAP): Submitted by Planning Staff to amend Title XV: Unified Development Ordinance of the code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

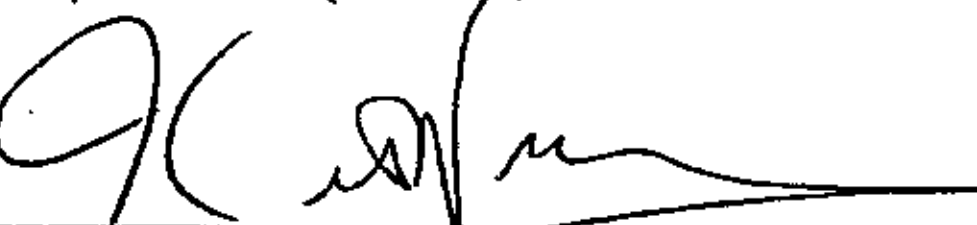
Budget Adjustment Attached

☐

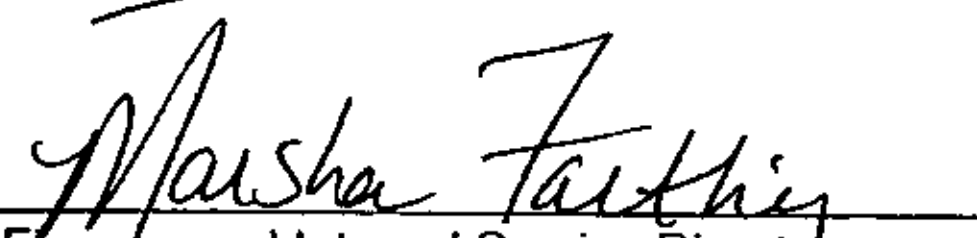

Department Director
7-28-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney
7-28-06
Date

Original Contract Number: n/a


Finance and Internal Service Director
7/31/06
Date

Received in City Clerk's Office
 Logged 7/28/06
D&A


Mayor
7/31/06
Date

Received in Mayor's Office


Comments:

Left on the second reading 7/5/06
Left on First Rd. 8-15-06



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

TO: Mayor and City Council

THRU: Gary Dumas, Operations Director
Tim Conklin, Planning and Development Management Director

FROM: Leif Olson, Long Range Planner

DATE: July 28, 2006

SUBJECT: Downtown Master Plan Zoning Code Amendments to the Unified
Development Code

Planning Staff recommends the following amendments to the Unified Development Code (UDC) in order to clarify language regarding the removal of the C-4 Downtown District and the adoption of the Downtown Master Plan (DMP) zoning districts. Significant changes have been made to Chapter 161 – Zoning Districts, and this chapter should be readopted in its entirety. Staff has proposed amendments to the Neighborhood Conservation Zoning District which would set density limits and remove some of the use units allowed in this district.

Additionally, Staff recommends amending the following chapters which are impacted by the adoption of the DMP zoning districts: 151 – Definitions, 156 – Variances, 160 – Zoning Districts, 162 - Use Units, 164 - Supplementary District Regulations, 166 – Development, 167 – Tree Preservation, 172 - Parking and Loading, and 174 – Signs. Planning Staff also recommends amending the City of Fayetteville's Official Zoning Map by adopting the proposed Downtown Zoning Districts.

In order to clarify the amendments that are proposed this report steps through each chapter and explains what has been added or removed.

Chapter 151 Definitions has been amended to add new definitions that relate to the Downtown Master Plan Zoning Districts.

Chapter 156 Variances has been amended to remove the C-4 Downtown District and replace it with the three DMP Zoning Districts.

Chapter 160 Zoning Districts has been amended to remove the C-4 Downtown District and inserting the DMP Zoning Districts.

The Compensation Committee will meet at 4:00pm on Tuesday, August 15th in Room 326. Alan Johnson, Executive Vice President with Management Advisory Group, Inc. will make an informational presentation about the key elements of a compensation philosophy. All Council members are invited to attend this meeting.

At this meeting, Mr. Johnson will initiate a discussion to identify the direction of the compensation philosophy for the City of Fayetteville.

The draft compensation philosophy is scheduled to be delivered to the City on August 24, 2006. Staff will distribute this to all Council members and employees for review. The philosophy statement will be considered for adoption by the full Council on August 29, following the Agenda Session at a Special City Council meeting. Carolyn Long, CEO of Management Advisory Group, Inc. will be on-site to facilitate this process.

Chapter 161 Zoning Regulations has been amended by removing the C-4 Downtown District and inserting the DMP Zoning Districts. Additionally, Staff is recommending that in the Neighborhood Conservation Zoning District that Use Unit 4 is moved from a Use by Right to a Conditional Use and that Use Units 5, 13, and 15 are removed altogether from this Zoning District. Staff also recommends a 10 unit per acre density and a lot area minimum of 4,000 sq. ft. Chapter 161 should be re-adopted in its entirety.

Chapter 162 Use Units has been amended to move detention homes from Use Unit 4 (Cultural and Recreational Facilities) to Use Unit 5 (Government Facilities) and to move Zoo's from use unit 4 (Cultural Recreation Facilities) to Use Unit 20 (Commercial Recreation, large sites). This does not relate specifically to the Downtown Master Plan, however, staff felt that these changes were warranted and now was a good time to propose moving these Use Units.

Chapter 164 Supplementary District Regulations has been amended to add language that enables the City Council to designate structures for preservation. This amendment is necessary to exclude certain civic or cultural structures from the provisions of the Downtown Master Plan.

Chapter 166 Development has been amended to remove the table of commercial districts from the Commercial Design and Development Standards and replace it with language that applies to all commercial and office development.

Chapter 167 Tree Preservation and Protection has been amended to include the Downtown Master Plan Zoning Districts with accompanying tree preservation percentages to the Tree Preservation Percentage table.

Chapter 172 Parking and Loading has been amended to add the DMP Zoning Districts to the standards for the number of spaces by use section.

Chapter 174 Signs has been amended to add the DMP Zoning Districts to the requirements for on-site free standing signs.

Planning Staff welcomes any additional amendments that the City Council might propose. It would be helpful to discuss proposed amendments with Staff and the City Attorney so that appropriate language can be drafted in advance of the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE OF THE CODE OF FAYETTEVILLE TO AMEND VARIOUS SECTIONS OF THE CODE IN ORDER TO IMPLEMENT THE DOWNTOWN MASTER PLAN ZONING CODE AND ZONING MAP.

WHEREAS, the City of Fayetteville recognizes the unique and significant role that the downtown area plays in the vitality of the City and the region; and,

WHEREAS, the City of Fayetteville hired Dover - Kohl and Partners to develop a plan with extensive public input; and

WHEREAS, the City of Fayetteville has determined that development in the downtown area should be compatible with the traditional town form; and

WHEREAS, developments that are compatible with the surrounding area and harmonious with the character of the neighborhood and have a positive effect upon the future development of the area; and

WHEREAS, the Downtown Master Plan has been developed through an extensive process involving the public, elected and appointed officials, and staff;

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

Section 1. That Chapter 151 Definitions is amended by inserting new definitions into Section §151.01 Definitions, a copy of which marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That Chapter 156 Variances is amended by inserting Downtown Zoning Districts in Section §156.02 Zoning Districts, a copy of which marked Exhibit "B" is attached hereto and made a part hereof.

Section 3. That Chapter 160 Zoning Districts is amended by inserting Downtown Zoning Districts in Section §160.01 Establishment of Districts, a copy of which is marked Exhibit "C" is attached hereto and made a part hereof.

Section 4. That Chapter 161 Zoning Regulations is re-adopted in its entirety, a copy of which is marked Exhibit "D" is attached hereto and made a part hereof.

Section 5. That Chapter 162 Use Units is amended by moving use units in Section §162.01, a copy of which is marked Exhibit "E" is attached hereto and made a part hereof.

Section 6. That Chapter 164 Supplementary District Regulations is amended by inserting Designated Preservation Structures in Section §164.12, a copy of which is marked Exhibit "F" is attached hereto and made a part hereof.

Section 7. That Chapter 166 Development is amended by inserting Downtown Zoning Districts in Section §166.14 Commercial Design and Development Standards, a copy of which is marked Exhibit "G" is attached hereto and made a part hereof.

Section 8. That Chapter 167 Tree Preservation and Protection is amended by inserting Downtown Zoning Districts in Section §167.04 Tree Preservation and Protection During Development, a copy of which is marked Exhibit "H" is attached hereto and made a part hereof.

Section 9. That Chapter 172 Parking and Loading is amended by inserting Downtown Zoning Districts in Section §172.05 Standards for the Number of Spaces by Use, a copy of which is marked Exhibit "I" is attached hereto and made a part hereof.

Section 10. That Chapter 174 Signs is amended by inserting Downtown Zoning Districts in Section §174.10 On Site Free Standing Signs, a copy of which is marked Exhibit "J" is attached hereto and made a part hereof.

Section 11. That the official Zoning Map of the City of Fayetteville is amended to rezone those properties identified in the Downtown Master Plan Zoning Districts, a copy of which is marked Exhibit "K" is attached hereto and made a part hereof.

PASSED and APPROVED this the 15th day of August 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

EXHIBIT "A"

To be inserted in Chapter 151 Definitions:

§151.01 Definitions.

Block: A combination of building lots, the perimeter of which abuts streets.

Build-to line: A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.

Build-to Zone: A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.

Building frontage: The vertical side of a building which faces the primary space of street and is built to the Build-to line.

Building Height: Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.

Civic Building: Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.

Curb Radius: The curved edge of street paving at an intersection, measured at the inside travel edge of the travel lane.

Dwelling, live/work: A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not reside in the principal or accessory dwelling unit.

Dwelling, rowhouse: An attached single-family dwelling unit located on land owned by the unit owner and situated in a row of two (2) or more similar horizontally attached dwelling units, each unit having its own separate water, sanitary sewer, ventilation and heating system, inclusive of separate utility service lines and meters, and which is separated from attached adjacent dwelling units by a fire-resistant common wall.

Frontage Line: The property line or lines of a lot which coincide with a right-of-way or other public open space.

Habitable Space: Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Liner Building: A building built in front of a parking garage, cinema, supermarket etc., to conceal large expanses of blank wall area and to face the street space with a façade that has doors and windows.

Marquee: A permanently roofed architectural projection the sides of which are vertical and are intended for the display of signs and which is supported entirely from an exterior wall of a building.

Parapet: A low guarding wall at the edge of a roof, terrace, or balcony.

Principal Façade (For purposes of placing buildings along build-to lines or build-to zones): The front plane of a building not including stoops, porches, or other attached architectural features.

Rear Access Lane: A publicly or privately owned secondary way that affords access to the side or rear of abutting property.

Storefront: The portion of a building at the first story of a retail frontage that is made available for retail use.

DRAFT

EXHIBIT "B"

Language to be inserted in Chapter 156 Variances:

§156.02 Zoning Regulations

(B)(3)(a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.

(B)(3)(c) *Conditions.* All waivers shall meet the conditions listed below:

(i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:

(B)(5) *Building height variance in residential single-family zoning districts.*

(a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in all Zoning Districts in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

DRAFT

EXHIBIT "C"

Language to be inserted in Chapter 160 Zoning Districts

160.01 Establishment of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One Half Unit per Acre
RSF-1	Residential Single-family - One Unit per Acre
RSF-2	Residential Single-family - Two Units per Acre
RSF-4	Residential Single-family - Four Units per Acre
RSF-7	Residential Single-family - Seven Units per Acre
RT-12	Residential Two and Three-family
RMF-6	Residential Multi-family - Six Units per Acre
RMF-12	Residential Multi-family - Twelve Units per Acre
RMF-18	Residential Multi-family - Eighteen Units per Acre
RMF-24	Residential Multi-family - Twenty-Four Units per Acre
RMF-40	Residential Multi-family - Forty Units per Acre
R-O	Residential Office
C-1	Neighborhood Commercial
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District

EXHIBIT "D"

This chapter is being re-adopted in its entirety.

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 161 ZONING REGULATIONS**

161.02 CERTIFICATE OF ZONING COMPLIANCE	3
161.03 DISTRICT R-A, RESIDENTIAL-AGRICULTURAL	3
161.04 DISTRICT RSF-.5, RESIDENTIAL SINGLE-FAMILY - ONE HALF UNIT PER ACRE	4
161.05 DISTRICT RSF-1, RESIDENTIAL SINGLE-FAMILY - ONE UNIT PER ACRE	5
161.06 DISTRICT RSF-2, RESIDENTIAL SINGLE-FAMILY - TWO UNITS PER ACRE	5
161.07 DISTRICT RSF-4, RESIDENTIAL SINGLE-FAMILY - FOUR UNITS PER ACRE	5
161.08 DISTRICT RSF-7, RESIDENTIAL SINGLE-FAMILY - SEVEN UNITS PER ACRE	6
161.09 DISTRICT RSF-8, RESIDENTIAL SINGLE-FAMILY - EIGHT UNITS PER ACRE	6
161.10 DISTRICT RT-12, RESIDENTIAL TWO AND THREE FAMILY	7
161.11 DISTRICT RMF-6, RESIDENTIAL MULTI-FAMILY - SIX UNITS PER ACRE	8
161.12 DISTRICT RMF-12, RESIDENTIAL MULTIFAMILY - TWELVE UNITS PER ACRE	8
161.13 DISTRICT RMF-18, RESIDENTIAL MULTI-FAMILY - EIGHTEEN UNITS PER ACRE	9
161.14 DISTRICT RMF-24, RESIDENTIAL MULTI-FAMILY - TWENTY-FOUR UNITS PER ACRE	10
161.15 DISTRICT RMF-40, RESIDENTIAL MULTI-FAMILY - FORTY UNITS PER ACRE	10
161.16 DISTRICT R-O, RESIDENTIAL OFFICE	11
161.17 DISTRICT G-1, NEIGHBORHOOD COMMERCIAL	12
161.18 DISTRICT C-2, THOROUGHFARE COMMERCIAL	12
161.19 DISTRICT C-3, CENTRAL COMMERCIAL	13
161.20 DISTRICT DC, DOWNTOWN CORE	13
161.21 DISTRICT MSC, MAIN STREET CENTER	14
161.22 DISTRICT DG, DOWNTOWN GENERAL	14
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CHAPTER 161: ZONING REGULATIONS

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161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
- (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks*
- (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98)

161.02 Certificate Of Zoning Compliance

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefore by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements

of this chapter.

- (B) *Nonconforming use/structure.* No non-conforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the Zoning and Development Administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The Zoning and Development Administrator shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.
- (C) *Authorized construction/use.* Certificates of zoning compliance issued on the basis of plans and applications approved by the Zoning and Development Administrator authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)--Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

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

(E) *Setback requirements.*

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

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.04 District Rsf-.5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(D) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(E) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(F) *Permitted uses.*

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

(G) *Conditional uses.*

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

(H) *Density.*

Units per acre	1
----------------	---

(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

100 *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

100 *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06)

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

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

(B) *Uses.*

100 *Permitted uses.*

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

100 *Conditional uses.*

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

100 ©Density.

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

(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(E) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

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

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

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

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot 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.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

FRONT	SIDE	REAR
25 ft.	8 ft.	20 ft.
HOD Front	HOD Side	HOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

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

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	—	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

Cross reference(s)—Variance, Ch. 156.

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	—
Two-family dwelling units per acre	—	8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building height maximum	45 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

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

(F) *Height regulations.*

Building height maximum	30 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Cross reference(s)—Variance, Ch. 156.

161.11 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 6
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	

•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

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

Cross reference(s)—Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.12 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 12
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

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

Cross reference(s)—Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.13 District Rmf-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 18
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.

One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

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

Cross reference(s)—Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.14 District Rmf-24, Residential Multi-Family – Twenty-Four Units Per Acre

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.
HOD Single Family Front	HOD Single Family Side	HOD Single Family Rear
15 ft.	8 ft.	15 ft.
HOD Two Family Front	HOD Two Family Side	HOD Two Family Rear
15 ft.	8 ft.	15 ft.
HOD Multi Family Front	HOD Multi Family Side	HOD Multi Family Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.15 District Rmf-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	16 to 40
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

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

Cross reference(s)--Variance, Ch. 156.

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.16 District R-O, Residential Office

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

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
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Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
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(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05)

161.17 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in

	restaurants
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

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

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.18 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05)

161.19 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios, and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services

Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Height regulations.* Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a setback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06)

161.20 Downtown Core

(a) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and Services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 80% of lot width.

(g) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.21 Main Street / Center

(a) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street / Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline services stations and drive in restaurants
Unit 24	Home occupations

Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 75% of lot width.

(g) *Height regulations.* Maximum height is 6 stories or 84 feet which ever is less. Above four stories there shall be a stepback of the building's principal façade of no less than 15 ft.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.22 Downtown General.

- (a) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* *None*

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* *None.*

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 50% of lot width.

(g) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.23 Neighborhood Conservation

(a) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit-10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density*. 10 Units/Acre

(d) *Bulk and area regulations*.

(1) *Lot width minimum*.

Single Family	40 ft.
Two Family	50 ft.
Three Family	60 ft.

(2) *Lot area minimum*. 4,000 Sq. Ft.

(e) *Setback regulations*.

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal, if adjoining a similar use unit.	5 ft.
Side, internal, if adjoining a different use unit	5 ft.
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage*. 40% of lot width.

(g) *Height regulations*. Maximum height is 3 stories or 45 feet which ever is less.

161.24 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts.	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.25 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 12	Offices, studios and related services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 28	Center for collecting recyclable materials

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.26 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A, Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.27 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98, Ord. No. 4178, 8-31-99)

161.28 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.
- (2) To address the issues of traffic and safety.
- (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
- (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.

(B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.

(C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the

Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.

(D) *Nonresidential site design and development standards.*

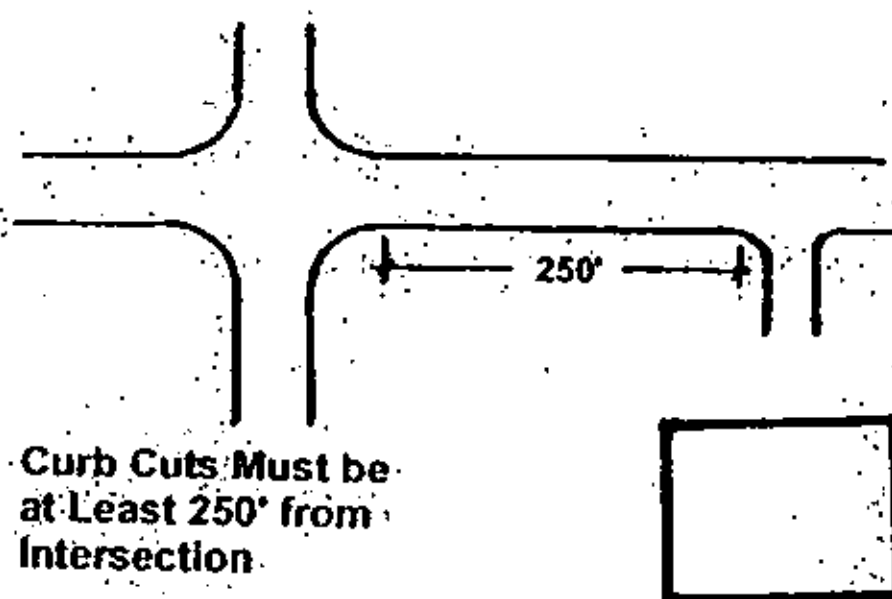
- (1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.

(2) *Signs*

- (a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.

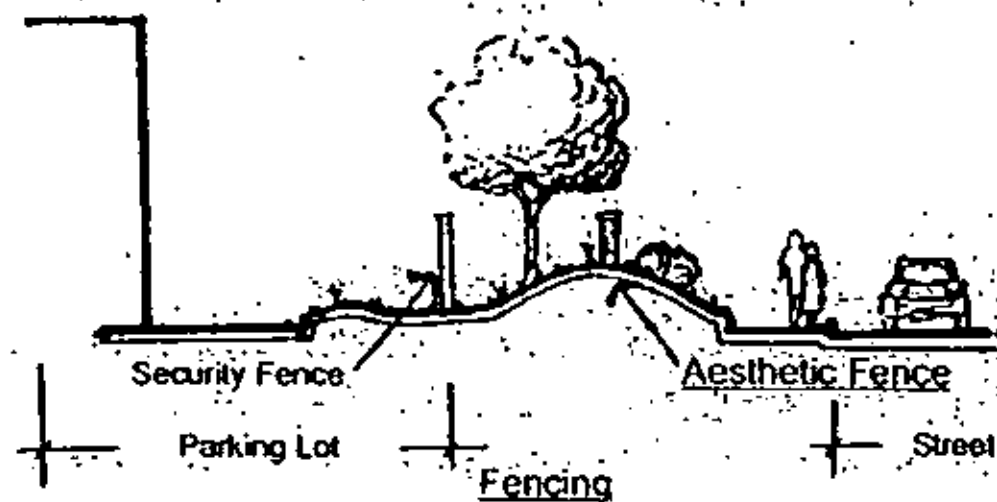
- (b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.

- (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



- (4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.
- (5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.
- (6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.
- (7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:
- (a) Wrought iron fencing.
- (b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height

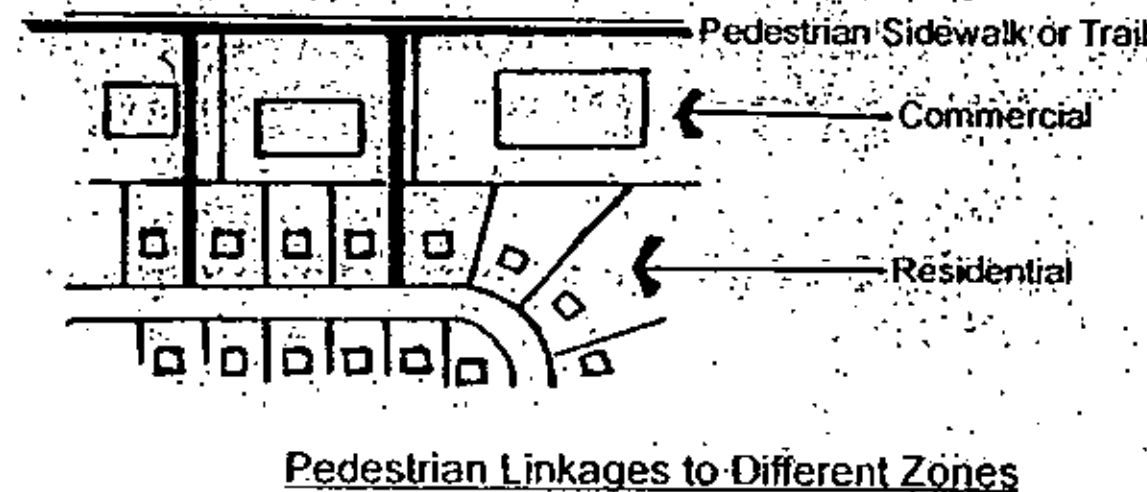
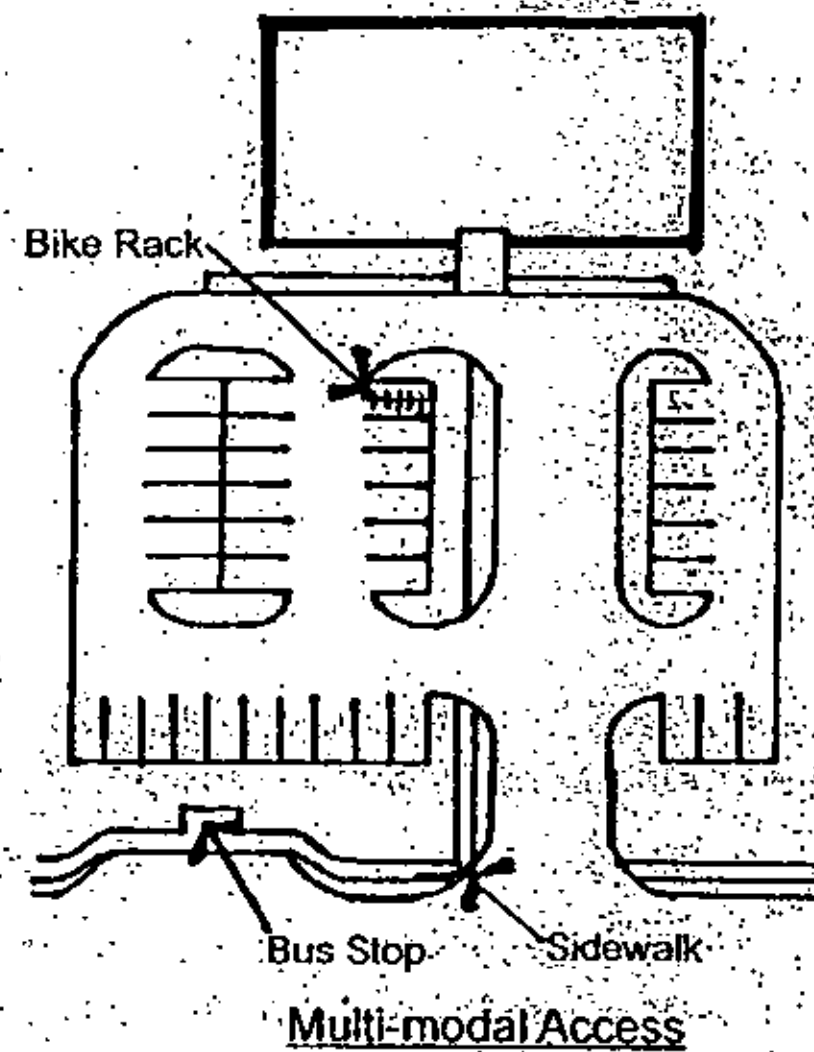
of the metal fencing.



(8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.

(9) *Access.*

- (a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.
- (b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



(E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving

multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.

(F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.

(G) *Exemptions.*

(1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§161.21).

(2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.

(3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§161.21) shall be considered pre-existing conforming structures.

(4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§161.21).

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05)

Cross reference(s)—Appeals, Ch. 155; Variances, Ch. 156.

161.29 Planned Zoning District

(A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals:

(1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) *Compatibility.* Providing for compatibility with the surrounding land uses.

(3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial, or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) *No negative impact.* Does not have a negative effect upon the future development of the area;

(6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *General Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (B) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.
- (C) *R-PZD, Residential Planned Zoning District.*
- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:
 - (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.
 - (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (D) *C-PZD, Commercial Planned Zoning District*

- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:
 - (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
 - (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
 - (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
 - (d) To encourage commercial development which is consistent with the city's General Plan.
 - (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditions.*
 - (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Residential uses must be appropriate to the design of the project.
 - (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (E) *I-PZD Industrial Planned Zoning District.*
 - (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:
 - a. To provide for manufacturing activities in a manner compatible with the surrounding area.
 - b. To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - c. To maximize manufacturing potential without adversely affecting the living environment of the community.
 - d. To encourage industrial development that is consistent with the city's General Plan.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as

permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

- (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
- (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(F) *Bulk and area regulations.*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - 1. The densities of surrounding development;
 - 2. the densities allowed under the current zoning;
 - 3. the urban development goals and other policies of the city's General Plan;
 - 4. the topography and character of the natural environment; and
 - 5. the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and yard requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05)

161.30-161.99 Reserved

EXHIBIT "E"

The following language is to be inserted in Chapter 162 Use Units:

162.01 Establishment/Listing

(D) Unit 4. Cultural and recreational facilities.

(1) Description. Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) Included uses.

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)—Parking and Loading, Ch. 172.

(E) Unit 5. Government facilities.

(1) Description. Unit 5 consists of the main facilities of government agencies.

(2) Included uses.

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(T) Unit 20. Commercial recreation, large sites.

(1) Description. Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course
Miniature golf
Race track
Zoo

EXHIBIT "F"

The following language is to be inserted in Chapter 164 Supplementary District Regulations:

164.12 Nonconforming Uses and Structures

(1) *Designated Preservation Structures.* Significant structures as designated by City Council resolution as worthy of preservation shall be exempted from the provisions of this section.

DRAFT

EXHIBIT "G"

Language to be inserted in Chapter 166 Development:

166.14 Commercial Design And Development Standards

(B) *Applicability.* Commercial design and development standards apply to all commercial and office development.

DRAFT

EXHIBIT "H"

Language to be inserted in Chapter 167 Tree Preservation and Protection:

167.04 Tree Preservation and Protection During Development

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

**Table 1
Minimum Canopy Requirements**

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
C-1, Neighborhood Commercial	20%
C-2, Thoroughfare Commercial	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%

MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

DRAFT

EXHIBIT "I"

Language to be inserted in Chapter 172 Parking and Loading:

172.05 Standards For The Number Of Spaces By Use

(A) Off-street parking.

- (2) *Change of use – waiver.* Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (3) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (4) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the C-3 and C-4 zoning districts.

DRAFT

EXHIBIT "J"

Language to be inserted in Chapter 174 Signs:

174.10 On-Site Freestanding Signs

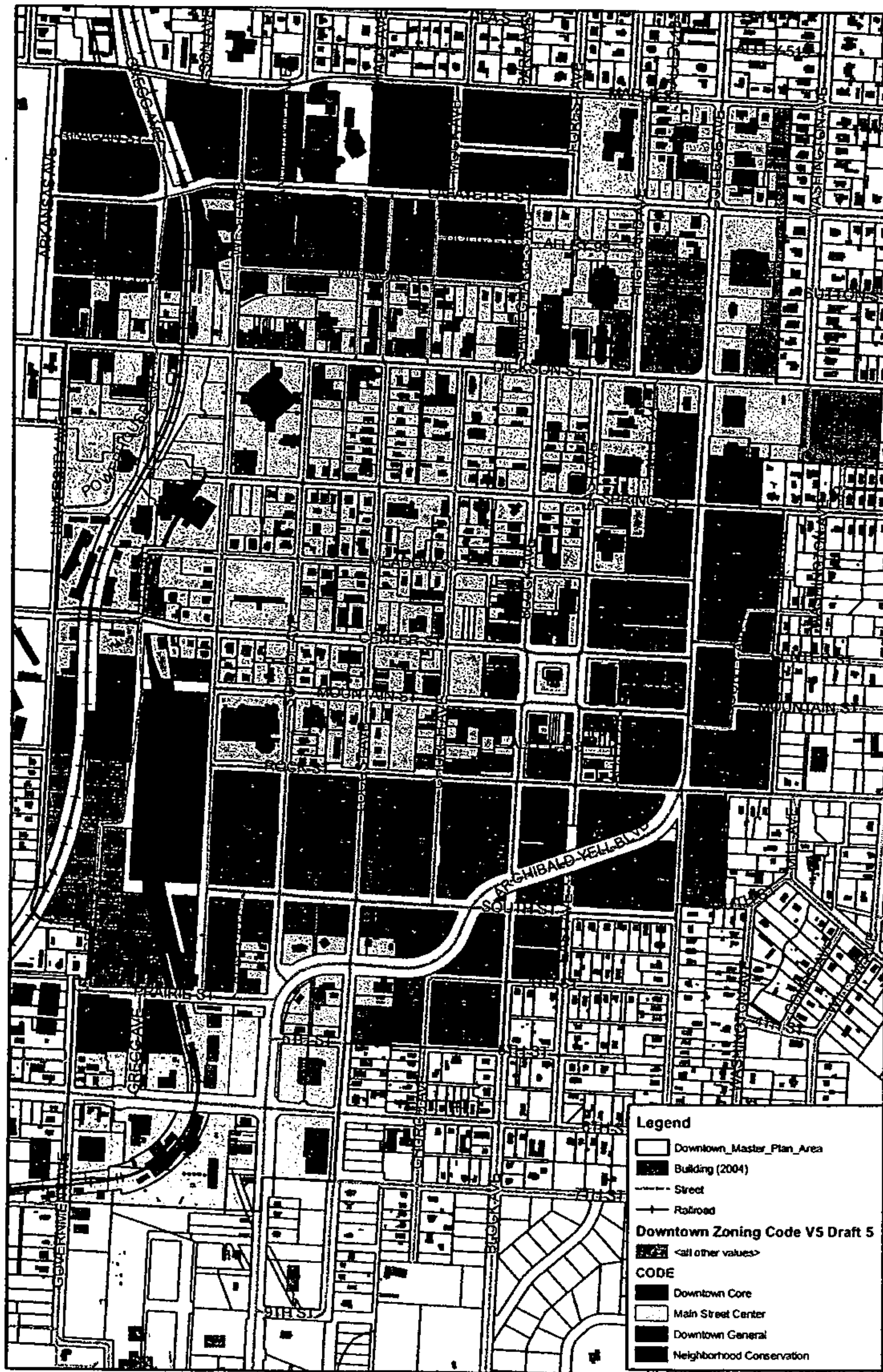
It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level

(D) *C Districts and Downtown Master Plan Zoning Districts (Downtown Core, Main Street Center, Downtown General).*

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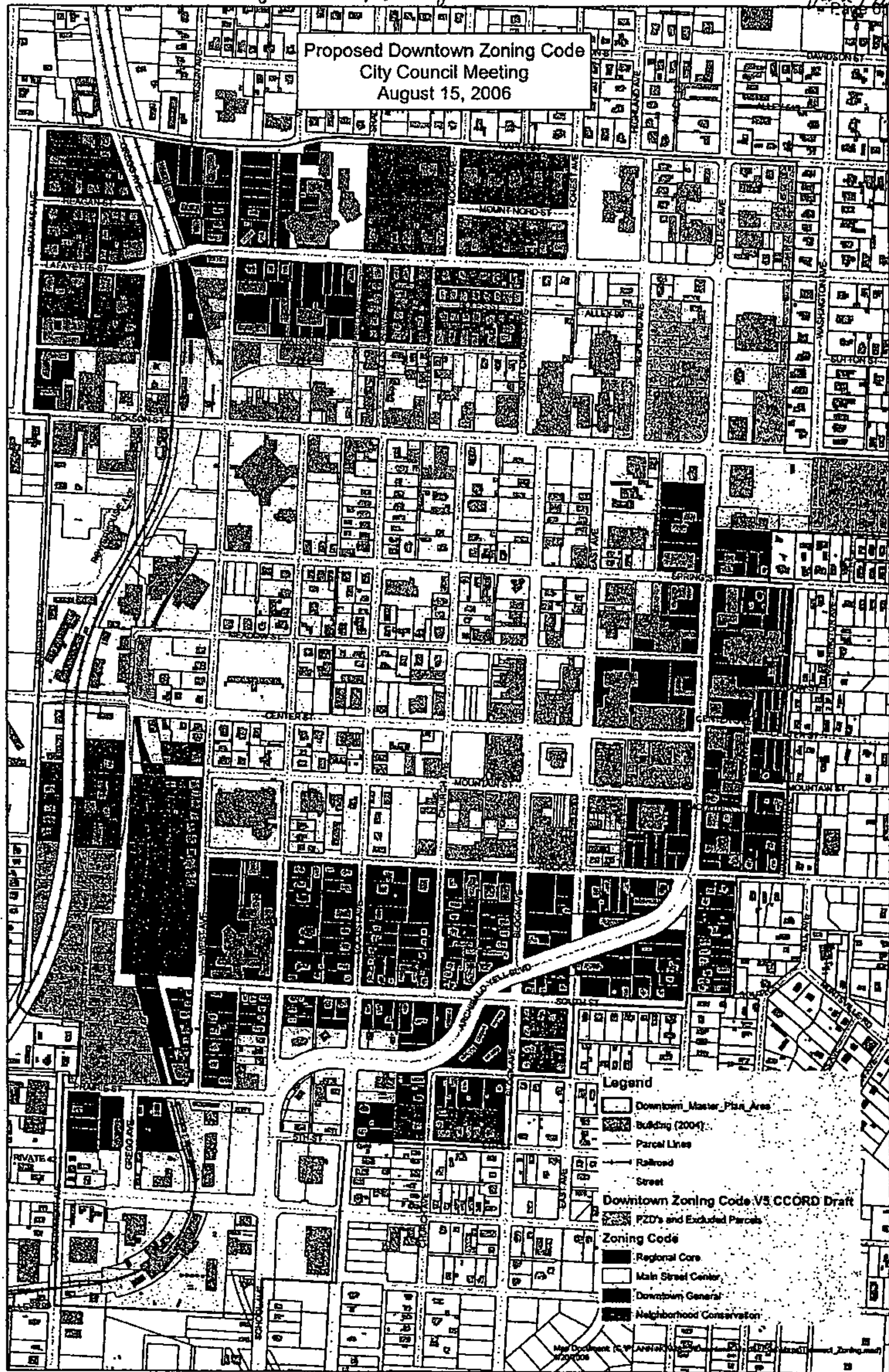
"Exhibit "K"

B. 1
ADM 06-1955, 06-1956 Amend Title XV:
Downtown Master Plan Zoning Districts and Map
Page 60 of 144



City Council Meeting - APPROVE

Proposed Downtown Zoning Code
City Council Meeting
August 15, 2006



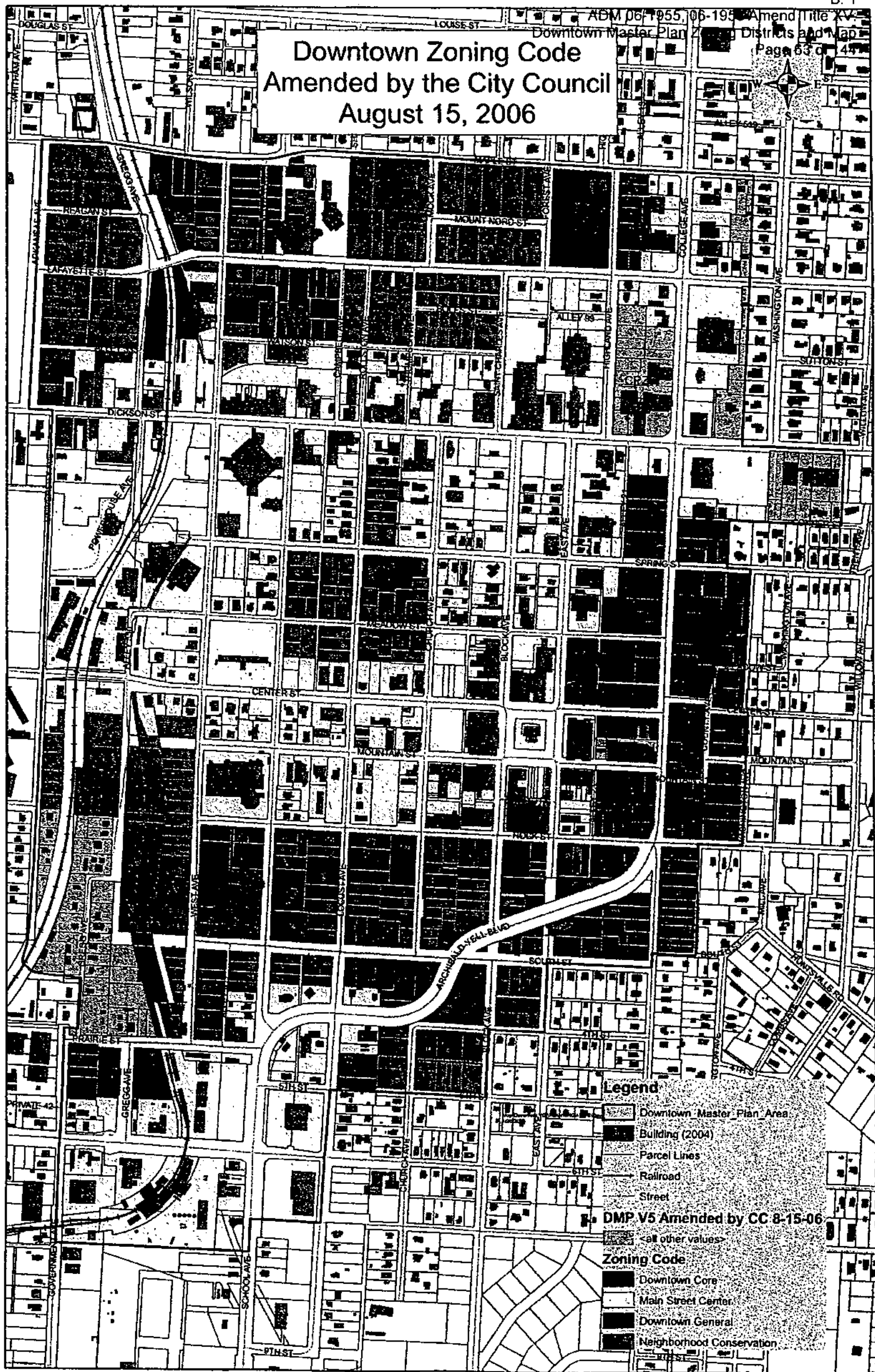
City Council Meeting - was not

Aldерwoman Thiel's Proposed Downtown Zoning Code

Changed from Downtown General
to Main Street Center

Legend

- Downtown Master Plan Area
- Building (2004)
- Parcel Lines
- Railroad
- Street
- Brenda Thiel Draft V8
- PZD's and Excluded Parcels
- Zoning Code
 - Downtown Core
 - Downtown General
 - Main Street Center
 - Neighborhood Conservation





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

TO: Mayor and City Council

THRU: Gary Dumas, Operations Director
Tim Conklin, Planning and Development Management Director

FROM: Leif Olson, Long Range Planner

DATE: August 8, 2006

SUBJECT: Downtown Master Plan Zoning Code Amendments to the Unified Development Code

Planning Staff recommends the following amendments to the Unified Development Code (UDC) in order to clarify language regarding the removal of the C-4 Downtown District and the adoption of the Downtown Master Plan (DMP) zoning districts. Significant changes have been made to Chapter 161 – Zoning Districts, and this chapter should be readopted in its entirety. Staff has proposed amendments to the Neighborhood Conservation Zoning District which would set density limits and remove some of the use units allowed in this district.

Additionally, Staff recommends amending the following chapters which are impacted by the adoption of the DMP zoning districts: 151 – Definitions, 156 – Variances, 160 – Zoning Districts, 162 – Use Units, 164 – Supplementary District Regulations, 166 – Development, 167 – Tree Preservation, 172 – Parking and Loading, and 174 – Signs. Planning Staff also recommends amending the City of Fayetteville's Official Zoning Map by adopting the proposed Downtown Zoning Districts.

In order to clarify the amendments that are proposed this report steps through each chapter and explains what has been added or removed.

Chapter 151 Definitions has been amended to add new definitions that relate to the Downtown Master Plan Zoning Districts.

Chapter 156 Variances has been amended to remove the C-4 Downtown District and replace it with the three DMP Zoning Districts.

Chapter 160 Zoning Districts has been amended to remove the C-4 Downtown District and inserting the DMP Zoning Districts.

Chapter 161 Zoning Regulations has been amended by removing the C-4 Downtown District and inserting the DMP Zoning Districts. Additionally, Staff is recommending that in the Neighborhood Conservation Zoning District that Use Unit 4 is moved from a Use by Right to a Conditional Use and that Use Units 5, 13, and 15 are removed altogether from this Zoning District. Staff also recommends a 10 unit per acre density and a lot area minimum of 4,000 sq. ft. Chapter 161 should be re-adopted in its entirety.

Chapter 162 Use Units has been amended to move detention homes from Use Unit 4 (Cultural and Recreational Facilities) to Use Unit 5 (Government Facilities) and to move Zoo's from use unit 4 (Cultural Recreation Facilities) to Use Unit 20 (Commercial Recreation, large sites). This does not relate specifically to the Downtown Master Plan, however, staff felt that these changes were warranted and now was a good time to propose moving these Use Units.

Chapter 164 Supplementary District Regulations has been amended to add language that enables the City Council to designate structures for preservation. This amendment is necessary to exclude certain civic or cultural structures from the provisions of the Downtown Master Plan.

Chapter 166 Development has been amended to remove the table of commercial districts from the Commercial Design and Development Standards and replace it with language that applies to all commercial and office developments.

Chapter 167 Tree Preservation and Protection has been amended to include the Downtown Master Plan Zoning Districts with accompanying tree preservation percentages to the Tree Preservation Percentage table.

Chapter 172 Parking and Loading has been amended to add the DMP Zoning Districts to the standards for the number of spaces by use section.

Chapter 174 Signs has been amended to add the DMP Zoning Districts to the requirements for on-site free standing signs.

Language to be removed is in ~~strikethrough~~ and language to be added is in **bold**.

EXHIBIT "A"

Language to be removed is in strikethrough and language to be added is in bold to be inserted in Chapter 151 Definitions:

§151.01 Definitions.

- (1) ~~Appurtenances: Architectural features consisting of awnings, marquees, porches, stoops, balconies, turrets, cupolas, balconies, colonnades, and arcades.~~
- (2) ~~Arcade: A colonnade composed of a counterthrusting arches.~~
- (3) ~~Awning: A flexible roof-like cover that extends out from an exterior wall and shields a window, doorway, sidewalk, or other space below from the elements.~~
- (4) ~~Balcony: An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.~~
- (5) ~~Baluster: A short vertical member use to support a railing or coping.~~
- (6) ~~Balustrade: A railing together with its supporting balusters or posts, often used at the front of a parapet.~~
- (7) **Block:** A combination of building lots, the perimeter of which abuts streets.
- (8) **Build-to line:** A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.
- (9) **Build-to Zone:** A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.
- (10) **Building frontage:** The vertical side of a building which faces the primary space or street and is built to the Build-to line.
- (11) **Building Height:** Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.
- (12) **Civic Building:** Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.
- (13) ~~Colonnade: A roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.~~
- (14) ~~Cornice: projecting horizontal decorative molding along the top of a wall or building.~~

- (15) ~~Cupola: A domelike structure surmounting a roof or dome, often used as a lookout or to admit light and air.~~
- (16) **Curb Radius:** The curved edge of street paving at an intersection, measured at the inside travel edge of the travel lane.
- (17) **Dwelling, live/work:** A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not dwell in the principal or accessory dwelling unit.
- (18) **Dwelling, rowhouse:** An attached single-family dwelling unit located on land owned by the unit owner and situated in a row of two (2) or more similar horizontally attached dwelling units, each unit having its own separate water, sanitary sewer, ventilation and heating system, inclusive of separate utility service lines and meters, and which is separated from attached adjacent dwelling units by a fire-resistant common wall.
- (19) ~~Expression Line: A horizontal line, the full width of a facade, expressed by a material change or by a continuous projection not less than two (2) inches nor more than one (1) foot deep.~~
- (20) **Frontage Line:** The property line or lines of a lot which coincide with a right-of-way or other public open space.
- (21) **Habitable Space:** Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.
- (22) **Liner Building:** A building built in front of a parking garage, cinema, supermarket etc., to conceal large expanses of blank wall area and to face the street space with a facade that has doors and windows.
- (23) ~~Lintel: a horizontal beam that supports the weight of the wall above a window or door.~~
- (24) **Marquee:** A permanently roofed architectural projection the sides of which are vertical and are intended for the display of signs and which is supported entirely from an exterior wall of a building.
- (25) ~~Mullions: Strips of wood or metal that separate and hold in place the panes of a window.~~
- (26) **Parapet:** A low guarding wall at the edge of a roof, terrace, or balcony.
- (27) ~~Paseo: A cross block, primarily pedestrian passage connecting one right of way or paseo to another. Paseos shall be designed for pedestrian comfort, either shaded by trees or by the buildings that line the space.~~
- (28) ~~Plaza: An unroofed public open space with a majority of paved surface. Plazas are fronted with buildings.~~
- (29) **Principal Façade (For purposes of placing buildings along build-to lines or build-to zones):** The front plane of a building not including stoops, porches, or other attached architectural features.
- (30) **Rear Access Lane:** A publicly or privately owned secondary way that affords access to the side or rear of abutting property.

- (31) ~~Shared Parking:~~ A system of parking, typically applied to buildings of differing uses that each have peak parking demands at different times within a 24-hour period, thereby allowing some parking spaces to be shared.
- (32) ~~Square:~~ An open space surrounded by streets or other vehicular passages.
- (33) ~~Stoop:~~ A small platform and / or entrance stairway at a house door, commonly covered by a secondary roof or awning.
- (34) **Storefront:** The portion of a building at the first story of a retail frontage that is made available for retail use.
- (35) ~~Story:~~ A floor level within a building.
- (36) ~~Streetwall:~~ The vertical surface of a building or structure that faces public open space.
- (37) ~~Structured Parking:~~ Layers of parking stacked vertically.
- (38) ~~Thoroughfare:~~ A group of walkable streets.
- (39) ~~Thoroughfare, Alley:~~ A traditional, pedestrian scale thoroughfare serving working functions of loading, service and employee pedestrian access at the rear of commercial and mixed-use buildings.
- (40) ~~Thoroughfare, Boulevard:~~ A principle traditional thoroughfare designed to encourage pedestrian mobility while traversing a community. Boulevards generally have center medians, street trees, sidewalks and parallel parking. Where higher traffic volumes occur, Multi-way Boulevards are specified with center travel lanes, adjacent medians and lower speed, outside access lanes. The outer lanes and medians are pedestrian friendly and the center lanes serve motor vehicle mobility.
- (41) ~~Thoroughfare, Lane:~~ A traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential and mixed-use units.
- (42) ~~Thoroughfare, Main Street:~~ A traditional thoroughfare with features that encourage pedestrian movement, serving a compact mix of land uses. Main Streets have parallel parking on both sides and, where the uses are more compact and activity is more intense, angle (or diagonal) parking is specified.
- (43) ~~Thoroughfare, Road:~~ A general traditional thoroughfare found in a less dense urban setting. Typically, parking is not adjacent to the travel way and curbs are rare.
- (44) ~~Thoroughfare, Street:~~ A general, traditional thoroughfare serving pedestrian mobility, with two or four travel lanes and parking generally on one or two sides.
- (45) ~~Turret:~~ A small tower or tower-shaped projection on a building.

EXHIBIT "B"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 156 Variances:

§156.02 Zoning Regulations

(B)(3)(a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in ~~C-3 and C-4~~ **the Downtown Core, Main Street Center and Downtown General Districts.**

(B)(3)(c) *Conditions.* All waivers shall meet the conditions listed below:

(i) ~~C-3 and C-4 Downtown Core, Main Street Center, and Downtown General Districts.~~ **Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:**

(B)(5) *Building height variance in residential single-family zoning districts.*

(a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in ~~Residential Single-Family~~ **all Zoning Districts** in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

EXHIBIT "C"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 160 Zoning Districts

160.01 Establishment of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family -- One Half Unit per Acre
RSF-1	Residential Single-family -- One Unit per Acre
RSF-2	Residential Single-family -- Two Units per Acre
RSF-4	Residential Single-family -- Four Units per Acre
RSF-7	Residential Single-family -- Seven Units per Acre
RT-12	Residential Two and Three-family
RMF-6	Residential Multi-family -- Six Units per Acre
RMF-12	Residential Multi-family -- Twelve Units per Acre
RMF-18	Residential Multi-family -- Eighteen Units per Acre
RMF-24	Residential Multi-family -- Twenty-Four Units per Acre
RMF-40	Residential Multi-family -- Forty Units per Acre
R-O	Residential Office
C-1	Neighborhood Commercial
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
C-4	Downtown
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District

EXHIBIT "D"

Language to be removed is in strikethrough and language to be added is in bold. This chapter is being re-adopted in its entirety.

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 161 ZONING REGULATIONS**

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CHAPTER 161: ZONING REGULATIONS

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161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks.*
 - (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98)

161.02 Certificate Of Zoning Compliance

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefore by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements

of this chapter.

(B) *Nonconforming use/structure.* No non-conforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the Zoning and Development Administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The Zoning and Development Administrator shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

(C) *Authorized construction/use.* Certificates of zoning compliance issued on the basis of plans and applications approved by the Zoning and Development Administrator authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)--Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

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

(E) *Setback requirements.*

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

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.04 District Rsf-5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(D) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(E) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(F) *Permitted uses.*

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

(G) *Conditional uses.*

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

(H) *Density.*

Units per acre	1
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(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

100 *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

100 *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06)

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

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

(B) *Uses.*

100 *Permitted uses.*

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

100 *Conditional uses.*

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

100 ©Density.

Units per acre	2
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(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(E) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

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

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

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

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot 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.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

FRONT	SIDE	REAR
25 ft.	8 ft.	20 ft.
HOD Front	HOD Side	HOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

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

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	—	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

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

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

Cross reference(s)—Variance, Ch. 156.

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	–
Two-family dwelling units per acre	–	8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building height maximum	45 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.09-161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

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

(F) *Height regulations.*

Building height maximum	30 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area:

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Cross reference(s)—Variance, Ch. 156.

161-10-161.11 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 6
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	

•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

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

Cross reference(s)--Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

~~161.11~~ 161.12 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre.	4 to 12
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

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

Cross reference(s)—Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161-12-161.13 District Rmf-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 18
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartment:	
No bedrooms	1,700 sq. ft.

One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

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

Cross reference(s)--Variances, Ch. 156.

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

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.13-161.14 District Rmf-24, Residential Multi-Family -- Twenty-Four Units Per Acre

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.
HOD Single Family Front	HOD Single Family Side	HOD Single Family Rear
15 ft.	8 ft.	15 ft.
HOD Two Family Front	HOD Two Family Side	HOD Two Family Rear
15 ft.	8 ft.	15 ft.
HOD Multi Family Front	HOD Multi Family Side	HOD Multi Family Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.14-161.15 District Rmf-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	16 to 40
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

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

Cross reference(s)--Variance, Ch. 156.

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

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

~~161.15~~ 161.16 District R-O, Residential Office

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

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
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Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
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(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05)

161-16-161.17 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in

	restaurants
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

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

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.17-161.18 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05)

161.18-161.19 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios, and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services

Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Height regulations.* Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06)

161.19 District C-4, Downtown

(A) *Purpose.* ~~The Downtown District is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses.~~

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods

Unit-19	Commercial-recreation, small-sites
Unit-25	Professional-offices
Unit-34	Liquor-stores

(2) Conditional uses.

Unit-2	City-wide uses by conditional use permit
Unit-3	Public protection and utility facilities
Unit-17	Trades and services
Unit-18	Gasoline service station & drive-in restaurants
Unit-26	Multi-family dwellings
Unit-28	Center for collecting recyclable materials
Unit-35	Outdoor music establishments
Unit-36	Wireless communications facilities

(C) Density. None.

(D) Bulk and area regulations. None.

(E) Setback regulations.

Front	5-ft.
Front, if a sidewalk is in existence or to be provided	None
Side	None
Side, when contiguous to a residential district	10-ft.
Rear, without easement or alley	None
Rear, from center line of an easement or alley	8-ft.

(Code 1965, App. A., Art. 5(VII(a)); Ord. No. 2148, 10-7-75; Ord. No. 2351, 6-21-77; Ord. No. 2362, 8-2-77; Ord. 1747, 6-29-70; Code 1991, §160.038; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.20 Downtown Core

(a) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(b) *Uses.*

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities

Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and Services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 80% of lot width.

(g) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.21 Main Street / Center

(a) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street / Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline services stations and

	drive in restaurants
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 75% of lot width.

(g) *Height regulations.* Maximum height is 6 stories or 84 feet which ever is less. Above four stories there shall be a stepback of the building's principal façade of no less than 15 ft.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.22 Downtown General.

(a) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* None

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(c) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to-zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to-zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 50% of lot width.

(g) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.23 Neighborhood Conservation

(a) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4.	Cultural and recreational facilities

Unit 5	Government Facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* None: 10 Units/Acre

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all Unit Types)	40 ft.
Single Family	
Two Family	50 ft.
Three Family	60 ft.

(2) *Lot area minimum.* None: 4,000 Sq. Ft.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the

	front property line.
Side, internal, if adjoining a similar use unit.	5 ft.
Side, internal, if adjoining a different use unit	5 ft.
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 40% of lot width.

(g) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

161.20-161.24 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.21-161.25 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses:*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 12	Offices, studios and related services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 28	Center for collecting recyclable materials

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) Setback regulations.

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) Height regulations. There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) Building area. None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.22-161.26 District P-1, Institutional

(A) Purpose. The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) Density. None.

(D) Bulk and area regulations. None.

(E) Setback regulations.

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) Height regulations. There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

~~161.23-161.27~~ District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

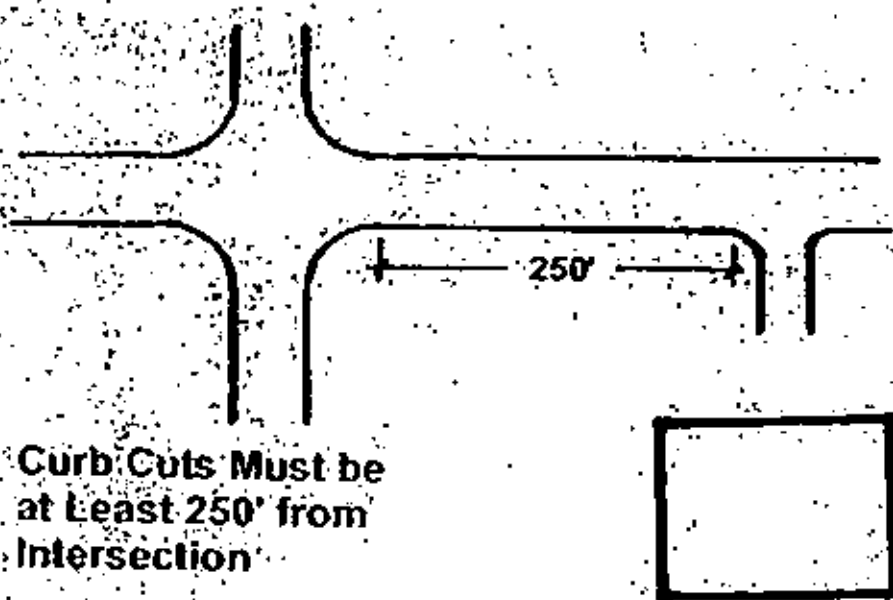
(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

~~161.24-161.28~~ Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.

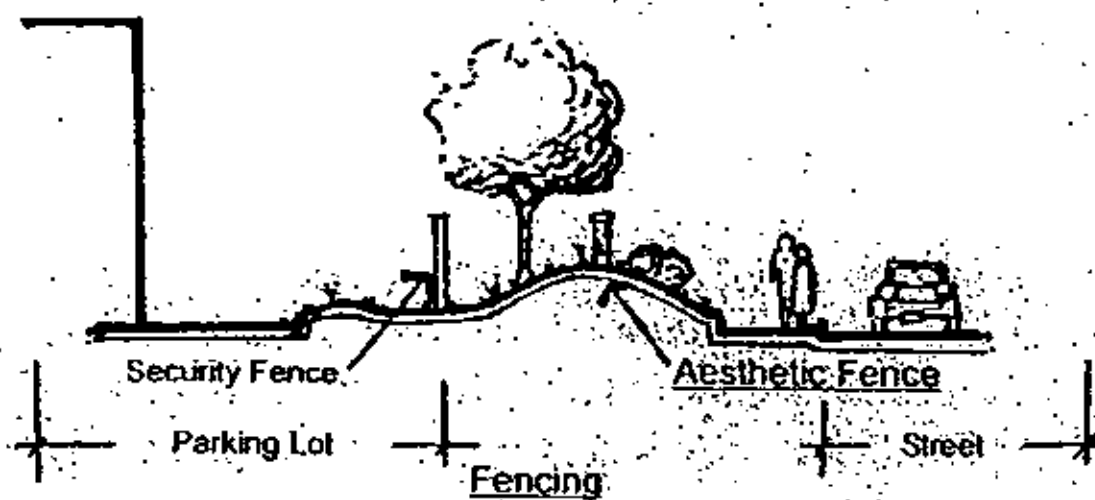
- (2) To address the issues of traffic and safety.
 - (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
 - (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.
- (B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.
- (C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.
- (D) *Nonresidential site design and development standards.*
- (1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.
 - (2) *Signs*
 - (a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.
 - (b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.
 - (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



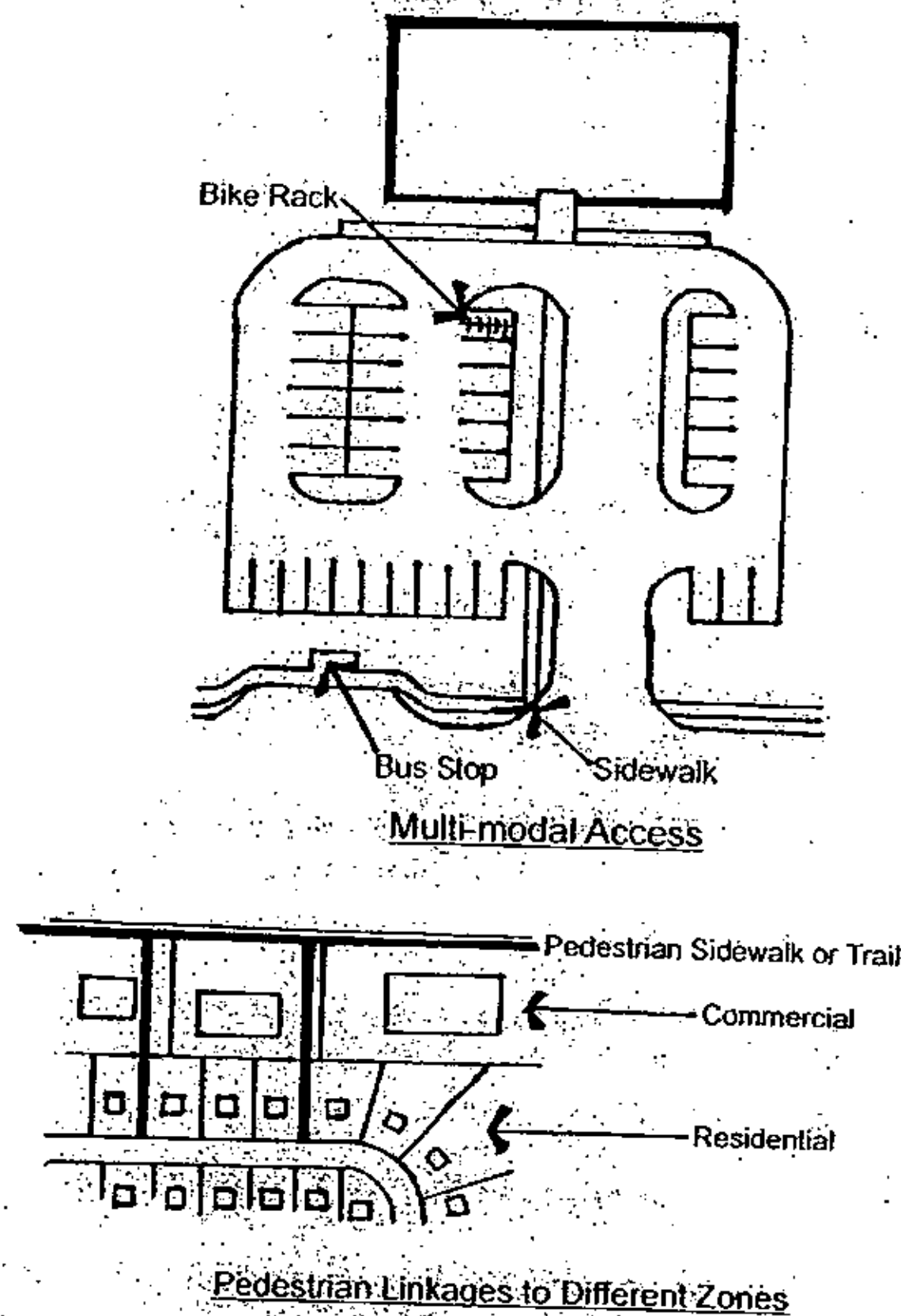
- (4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street

and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

- (5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.
- (6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.
- (7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:
 - (a) Wrought iron fencing.
 - (b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height of the metal fencing.



- (8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.
- (9) *Access.*
 - (a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.
 - (b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



- (E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.
- (F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.
- (G) *Exemptions.*
- (1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§161.21).
 - (2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.
 - (3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§161.21) shall be considered pre-existing conforming structures.

- (4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§161.21).

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05)

Cross reference(s)--Appeals, Ch. 155; Variances, Ch. 156.

~~161.25~~ 161.29 Planned Zoning District

- (A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *General Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.

- (B) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

(C) *R - PZD, Residential Planned Zoning District.*

- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (D) *C-PZD, Commercial Planned Zoning District*
- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezoning. The legislative purposes, intent and application of this district include, but are not limited to, the following:
- (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
 - (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
 - (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
 - (d) To encourage commercial development which is consistent with the city's General Plan.
 - (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Conditions.*

- (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Residential uses must be appropriate to the design of the project.
- (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(E) *I-PZD Industrial Planned Zoning District.*

- (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:
 - a. To provide for manufacturing activities in a manner compatible with the surrounding area.
 - b. To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - c. To maximize manufacturing potential without adversely affecting the living environment of the community.
 - d. To encourage industrial development that is consistent with the city's General Plan.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified; subject to City Council approval of the Planned Zoning District request.
 - (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
 - (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(F) *Bulk and area regulations.*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - 1. The densities of surrounding development;
 - 2. the densities allowed under the current zoning;
 - 3. the urban development goals and other policies of the city's General Plan;
 - 4. the topography and character of the natural environment; and

5. the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and yard requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05)

161.26 District RSF-8, Residential Single Family—8 Units Per Acre

(A) *Purpose.* ~~The RSF-8 Residential District is designed to bring historic-platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.~~

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	—
Two-family dwelling units per acre	—	—8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.

Townhouse, no more than two attached	25 ft.
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(2) Lot area minimum.

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) Land area per dwelling unit.

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) Setback requirements.

Front	Side	Rear
15 ft.	5 ft.	6 ft.

(F) Height regulations.

Building height maximum	45 ft.
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(G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.30-161.99 Reserved

EXHIBIT "E"

The following language is to be inserted in Chapter 162 Use Units:

162.01 Establishment/Listing

(D) Unit 4. Cultural and recreational facilities.

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)—Parking and Loading, Ch. 172.

(E) *Unit 5. Government facilities.*

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(T) *Unit 20. Commercial recreation, large sites.*

(1) *Description.* Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course

Miniature golf
Race track
Zoo.

EXHIBIT "F"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 164 Supplementary District Regulations:

164.12 Nonconforming Uses and Structures

(I) Designated Preservation Structures. Significant structures as designated by City Council resolution as worthy of preservation shall be exempted from the provisions of this section.

DRAFT

EXHIBIT "G"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 166 Development:

166.14 Commercial Design And Development Standards

~~(B) *Applicability.* The standards set forth herein shall apply in the following zoning districts, except as noted:~~

- ~~— (1) — R-O, Residential Office;~~
- ~~— (2) — C-1, Neighborhood Commercial;~~
- ~~— (3) — C-2, Thoroughfare Commercial;~~
- ~~— (4) — C-3, Central Commercial;~~
- ~~— (5) — C-4, Downtown;~~
- ~~— (6) — I-1, Heavy Commercial and Light Industrial;~~
- ~~— (7) — I-2, General Industrial;~~
- ~~— (8) — P-1, Institutional;~~
- ~~— (9) — E-1, Extraction;~~
- ~~(10) P-2, Planned Zoning District when commercial, office, institutional and industrial uses are planned.~~
- ~~(11) Any other zoning district when commercial, office, institutional, and industrial uses are allowed as a conditional use.~~

(B) *Applicability.* Commercial design and development standards apply to all commercial and office development.

EXHIBIT "H"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 167 Tree Preservation and Protection:

167.04 Tree Preservation and Protection During Development

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20 %
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
C-1, Neighborhood Commercial	20%
C-2, Thoroughfare Commercial	15%
C-3, Central Business Commercial	15%

G-4 Downtown	40%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

DRAFT

EXHIBIT "I"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 172 Parking and Loading:

172.05 Standards For The Number Of Spaces By Use

(A) Off-street parking.

- (2) *Change of use – waiver.* In ~~C-3 and C-4~~ **Downtown Core, Main Street Center, and Downtown General** zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (3) *Building footprint – waiver.* In ~~C-3 and C-4~~ **Downtown Core, Main Street Center and Downtown General** zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1993, in order to rebuild.
- (4) ~~C-3 and C-4~~ **Downtown Core, Main Street Center, and Downtown General Zoning Districts** accessory outdoor use areas - Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the ~~C-3 and C-4~~ **Downtown Core, Main Street Center, and Downtown General** zoning districts.

EXHIBIT "J"

Language to be removed is in strikethrough and language to be added is in bold. To be inserted in Chapter 174 Signs:

174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level

(D) ~~C Districts and Downtown Master Plan Zoning Districts (Downtown Core, Main Street Center, Downtown General).~~

DRAFT

Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sheree Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

August 29, 2006

Mayor Dan Coody
City Council Members
Fayetteville, AR

Dear Mayor Coody and City Council Members,

I am writing as a representative of a majority (77%) of the property owners whose property is being considered for Downtown General Zoning in the present iteration of the Dover Kohl Downtown Master Plan now being considered by the City Council. The properties in question lie between Dickson St., Center St., School St. and Church St. (see attached Exhibit "A").

The majority of the owners of these properties would like the Council to know that they support Draft #3 of the Dover Kohl Master Plan, as previously submitted to the Planning Commission on December 8, 2005 and specifically that they support their properties inclusion in the Main Street Center zoning classification as set forth in Draft #3 of the plan, which has been approved by the Planning Commission.

In addition, the owners would like the Council to note that the majority of the properties in question are specifically not single family owner occupied. The actual usage breakdown of the properties is approximately: 45% business commercial, 20% medium to high density multi family residential, 20% single family, non-owner occupied, 9% single family, owner occupied, 5% vacant. So 91% of these properties are not single family, owner occupied, (see attached Exhibit "B").

It is also important for the Council to note that most of the property owners set forth in Exhibit "A" bought these properties in this location precisely because these properties were historically business/commercial or high density residential properties and most of these property owners bought these properties in this particular part of downtown precisely because it was historically mixed use and not a traditional single family owner occupied neighborhood. Again, and as a practical matter, these properties are bordered on almost all sides by very high density (Hillcrest Towers), business entertainment

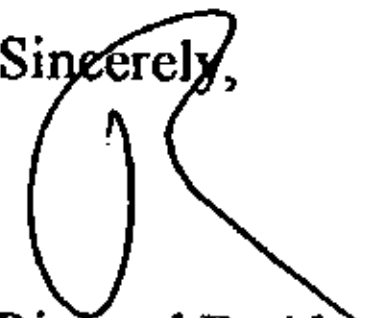
Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sherce Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

(Walton Arts Center), or other business and commercial properties and uses located on
Dickson, Spring, Meadow, Church and Center Streets.

Sincerely,



Richard P. Alexander

RPA/jde

Cc: Dan Coody
Robert Reynolds
Brenda Thiel
Kyle Cook
Robert Rhoads
Bobby Ferrell
Shirley Lucas
Lionel Jordan



EXHIBIT "B"

Owner	Parcel	Address		Comm	MF	SF Rental	SF OO	Vacant
1 Brooks, Jay and Evelyn	765-01762-000	323 W. Spring	Signed					
2 JNA, LLC	765-01763-000	313 Spring	Signed					
3 Dunn, Luther J. III, and Juanita B.	765-01764-000	311 W. Spring St.	Signed					
4 The House Family, LLC	765-01765-000	118 School	Signed					
5 MNUC Properties, LLC	765-01766-000	110 School	Signed					
6 6th St. Development Co., LLC	765-01767-000	102 Meadow St.	Signed					
7 Cogler, Charles & Lois Jean	765-01770-000	322 Meadow St.	Signed					
8 Donley, Marcia	765-01768-000	320 W. Meadow St.	Signed					
9 Stiles, Bill D. and Sharon E.	765-01772-000	304 W. Meadow St.	Signed					
10 Richter, Flint Lewis and Melissa Terry	765-01769-000	(Back Alley)	Signed					
11 Richter, Flint Lewis and Melissa Terry	765-01771-000	101 N. Locust Ave.	Signed					
12 Anorl Associated, LLC	765-01761-000	309 Spring St.	Signed					
13 McCormick, Daniel and Mary J.	765-01760-000	115 N. Locust	Signed					
14 Hadley, Philip E. and Carolyn H.	765-01759-000	301 Spring St.	Signed					
15 Spring Street Centre, LLC	765-01774-000	241 Spring St.	Signed					
16 Ross, Kenton A., and Jennifer	765-01775-000	108 N. Locust	Signed					
17 Dorough, Juli D.	765-01776-000	230 W. Meadow St.						
18 Rogers, Shelby E.	765-01774-001	(Parking Lot)	Signed					
19 Klinger, Timothy C. and Christine	765-01878-000	44 Meadow St.	Signed					
20 Brown, Dallen or Ruth	765-01874-000	20 N. School	Signed					
21 Truitt, Glenn A. and Vivian	765-01875-000	327 Meadow St.	Signed					
22 Meadowspring, LLC	765-01877-000	15 Locust						
23 Mahler, Alex and Lori	765-01867-000	17 Locust						
24 Mahler, Alex and Lori	765-01868-000	21 N. Locust	Signed					
25 Meadowspring, LLC	765-01860-000	24 Locust						
26 Equity Trust Co., Custodian FBO Robert Walsh IRA	765-01861-000	20 N. Locust						
27 Urquiza, Carl A. and Arlene	765-01862-000	116 Locust	Signed					
28 Arkansas Argyle Televeison Inc.	765-01859-000	219 Meadow	Signed					
29 Anorl Associated, LLC	765-01853-000	224 Locust	Verbal					
30 Coats, Kimberly	765-01694-000	216 Locust						
31 Scarborough, Sylvia	765-01697-000	210 N. Locust						
32 Pauly, Susan E. and Dew, Stephen H.	765-01700-000	202 Locust	Verbal					
33 Young, Cyrus	765-01701-000	216 Spring St.						
34 Clark, Margot	765-01698-000	117 Church	Signed					
35 Clark, Margot	765-01773-000	111 Church	Signed					
36 Reed, Edward A. and Stephanie	765-01778-000	202 W. Meadow	Signed					
37 Mahler, Alex and Lori	765-01777-000	204 Meadow	Signed					
38 Lashley, David and Lenell	765-01777-001	217 Meadow St.	Verbal					
39 Watkins, Kerry	765-01858-000	215 Meadow St.	Verbal					
40 Rogers, Shelby E.	765-01857-000	15 Church St.	Signed					
41 Shaffer, Larry D.	765-01856-000							
42 Shaffer, Larry D.								
43 Shaffer, Larry D.								
44 Arkansas Argyle Televeison Inc.								
34 of the 44 parcel owners have signed or given verbal commitments, which represents 77% of the owners.								
				20	9	9	4	2
				0.45	0.20	0.20	0.09	0.05

We, the undersigned understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
------	---------	-----------

TED BELDEN	102 MEADOW	Ted Belden
------------	------------	------------

Judy GRISSE	215 N. LOCUST	Judy Grisso
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Bill GRISSE	" " "	Bill Grisso
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Kerry Watkins Bradley	202 W MEADOW	Kerry Watkins Bradley
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We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
------	---------	-----------

GEORGE FAUCETTE, MANAGING PARTNER, ANOR ASSOCIATES, LC		
--	--	--

Property - 219 Meadow St.	3593 N. College Ave. Fayetteville. AR 72703	
---------------------------	---	--

Property - 309 Spring Street		George Faucette
------------------------------	--	-----------------

Jennifer Alexander	313 W. Spring	Jennifer Alexander
Beverly Block	241 Spring	Beverly Block

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME ADDRESS SIGNATURE

~~Howard~~ 217 N. East Ave. GREG HOUSE

Juanita Dunn 311 W. Spring Juanita B. Dunn

Luther J. Dunn III 311 W. Spring Luther J. Dunn III

444 Meadow St Christine Kellogg 515 Rebecca St., Fayetteville, AR Christine Kellogg

Jimmy C. Kellogg 515 Rebecca Fayetteville, AR

Kenton Ross DMD 106 N. Locust Kenton A. Ross DMD

Marcia Conley 320 W MEADOW MARCIA DONLEY

Gerardo Alvarez 121 N. School. Fayetteville, AR

We request that our properties located within that zone be designated as Main Street/Center.

MARY MCCORMICK	115 N. Locust	Mary McCormick
Daniel McCormick	115 N. Locust	Daniel McCormick

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
Glen A. Truitt	6393 Tall Oaks Loop S	Glen A. Truitt
Vivian J. Truitt	Springdale, AR 72762	Vivian J. Truitt

Property located
@ 20 N. School

We request that our properties located within that zone be designated as Main Street/Center.

SIGNATURE

Mary H. Bassett

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties^{*} located within that zone be designated as Main Street/Center.

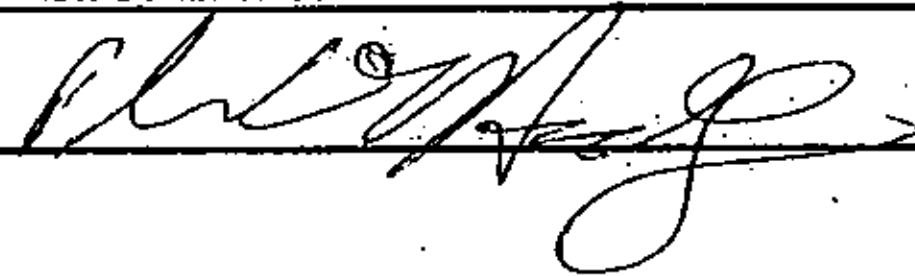
NAME

ADDRESS^{*}

SIGNATURE

PHILIP HADLEY

301 W. SPRING ST



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

19-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2201: (Mariscal, 439): Submitted by David Mersky for property located at 4041 Wedington Drive. The property is zoned R-A, Residential-Agricultural and contains approximately 1.50 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

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

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director 8-31-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney 9-1-06
Date

Original Contract Number: n/a


Finance and Internal Service Director 9-1-06
Date

Received in City Clerk's Office



Mayor 9/1/06
Date

Received in Mayor's Office

BEP

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: August 29, 2006

Subject: Rezoning for Mariscal (RZN 06-2201)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to C-1 on approximately 1.5 acres of property located at 4041 Wedington Drive.

The Planning Staff recommended denial of the subject rezoning request finding the request inconsistent with the City Plan 2025 and associated Interim Future Land Use Map and Growth Sector Map.

BACKGROUND

The property is located on the south side of Wedington Drive west of Ruppel Road at 4041 Wedington Drive. The site consists of 1.5 acres and contains one residential structure. The property is zoned R-A, Residential Agricultural. The property is bordered to the east by the Catfish Hole Restaurant zoned C-1, undeveloped land to the west and north zoned R-O, and the Meadowlands residential subdivision to the south zoned RT-12.

DISCUSSION

This item was heard at the regular Planning Commission on August 28, 2006. The Planning Commission voted 6-1-0 to recommend approval of this rezoning request to the City Council, with Commissioner Anthes voting no. The Planning Commission discussion centered on the fact that although this site is designated for Residential Use and for a Traditional Neighborhood Development (TND) pattern in the City Plan 2025, the C-1 request is not irrational or unreasonable in this location on a Principal Arterial roadway adjacent to an existing restaurant.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2201, FOR
APPROXIMATELY 1.50 ACRES, LOCATED AT
4041 WEDINGTON DRIVE FROM R-A,
RESIDENTIAL AGRICULTURAL TO C-1,
NEIGHBORHOOD COMMERCIAL.

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

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

From R-A, Residential Agricultural to C-1,
Neighborhood Commercial, as shown on 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 ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2201

PART OF THE NW1/4 OF THE SE1/4 OF SECTION 12, TOWNSHIP 16 N, RANGE 31 W,
WASHINGTON COUNTY ARKANSAS.

COMMENCING AT THE NE CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 12;
THENCE SOUTH 0°53'42" WEST 40.67 FEET; THENCE NORTH 88°26'50" WEST 647.08 FEET TO
AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 16; THENCE
ALONG SAID RIGHT-OF-WAY NORTH 88°25'58" WEST 210.08 FEET; THENCE LEAVING SAID
RIGHT-OF-WAY SOUTH 0°05'19" EAST 311.73 FEET; THENCE SOUTH 89°18'53" EAST 210.0
FEET TO AN IRON PIN; THENCE NORTH 0°05'11" WEST 308.50 FEET TO THE POINT OF
BEGINNING; CONTAINING 1.5 ACRES MORE OR LESS.



PC Meeting of August 28, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: August 2, 2006 *Updated August 29, 2006*

RZN 06-2201: (MARISCAL; 439): Submitted by DAVID MERSKY for property located at 4041 WEDINGTON DRIVE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

Property Owner: Carl Bartholomew
Planner: Andrew Garner

RECOMMENDATION:

Staff recommends denial of the requested rezoning to C-1 Neighborhood Commercial, based on the findings included as part of this report.

Planning Commission voted 6-1-0 (commissioner Anthes voting 'No') on August 28, 2006 to forward this item with a recommendation for approval to the City Council.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Motion: <u>Clark</u>			
Second: <u>Trumbo</u>			
Vote: <u>6-1-0 (commissioner Anthes voting 'No')</u>			
Date: <u>August 28, 2006</u>			
		☒ Approved	☐ Denied
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>September 19, 2006 (1st reading if recommended)</u>			

Comments: _____

BACKGROUND:

Property Description: The property under review consists of 1.5 acres on Wedington Drive west of Ruppel Road in west Fayetteville. The property contains one residential structure. The property is zoned R-A, Residential Agricultural. As depicted on *Table 1*, the property is bordered to the east by the Catfish Hole Restaurant, undeveloped land to the west and north zoned R-O, and the Meadowlands residential subdivision to the south.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-O, Residential-Office
South	Meadowlands residential subdivision	RT-12, Residential Two and Three Family
East	Catfish Hole restaurant	C-1, Neighborhood Commercial
West	Undeveloped	R-O, Residential-Office

Proposal: The applicant proposes a rezoning of the subject property to allow for the development and operation of a restaurant on the property.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to C-1, Neighborhood Commercial.

INFRASTRUCTURE:

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

Water: The site has access to public water. The nearest water main is an 18" main located along the northern property line along Wedington.

Sewer: Sanitary sewer is available on the site. There is an 8" sewer main at the north west corner of the property. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

Fire: The subject property is located 0.6 miles from Fire Station # 7. Fire response time is approximately 5 minutes.

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

LAND USE PLAN: The City Plan 2025 along with the Interim Future Land Use Plan Map and Sector map were adopted by the City Council on July 17, 2006. The Interim Future Land Use Map designates this site for Residential Use. There is a node of Community Commercial land uses identified around the intersection of Wedington Drive/Rupple Road. This node extends to the subject property's easternmost property line, encompassing the existing Catfish Hole Restaurant site, but does not incorporate this particular site.

This entire area of Wedington Drive is identified on the Sector Map as an Intended Growth Area, which is defined in the Future Land Use Plan as an area where new development in the form of Traditional Neighborhood Development (TND) is to be centered. Rezoning this property to C-1 would not encourage TND along this stretch of Wedington, and could encourage strip-center type development, in contrast to the currently adopted land use plan policies. Rezoning the property to C-1 is not consistent with the land use plan, and long-range planning objectives for this area of the City.

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 rezoning is not consistent with future land use planning objectives, principles, and policies for Residential Areas and Intended Growth Sectors. The Future Land Use plan identifies this area to "*Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods.*" In addition, this property is identified as an Intended Growth Area classification on the Sector Map. This classification is identified as "*...areas where new development in the form of Traditional Neighborhood Development (TND) is to be centered.*" Commercial uses as allowed in the proposed C-1 zoning district are a vital piece in TND. However, a rezoning of the property to C-1 does not assure the City that this property would be integrated into a TND form of development. Staff would recommend a Planned Zoning District to allow the City to review the conceptual development as part of the rezoning. This would provide more assurance that the development would be compatible with the surrounding rapidly growing Wedington Drive corridor with a mix of uses, and would allow staff and other decision-makers to ensure that the development of this property could be integrated into a TND. Staff finds continuing a C-1, Neighborhood Commercial zoning district along the Wedington Drive frontage (State Highway 16) in this location is not consistent with the Future Land Use Plan guiding policies and strategies.

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

Finding: The proposed zoning is not justified. The applicant's stated intent is to rezone the property to allow for a new restaurant. While staff does not find that a restaurant in this location is incompatible with surrounding land uses, a PZD would be more consistent with the adopted long-range planning goals and policies of the city. Additionally, there are several parcels of land in this area along Highway 16E that are already zoned C-1 and are undeveloped.

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

Finding: The size of the subject property will limit a great increase in traffic danger and congestion, due to the size of development generated by 1.5 acres. However, traffic volumes in this area are high, and increasing. Planning of any future development on this site must address safe access and cross access concerns. Wedington Drive (State Highway 16), a Principal Arterial, exists along the northern property frontage. At the time of development, improvement to this street may be required; and ingress/egress evaluated carefully.

Police – It is the opinion of the Fayetteville Police Department that this rezoning will not create an appreciable increase in traffic danger and congestion in the area.

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

Finding: The proposed zoning would not substantially alter the population density in the area, based on the C-1 zoning requested. Public service providers have responded accordingly:

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

Fire – Response time to the subject property (actual drive time) is approximately 5 minutes (approximately 0.6 miles) from station #7.

Engineering - Public water is adjacent to the site. There is an 18" waterline along Wedington. Water service will need to be extended within the property at the time of development.

Sanitary sewer is available on the site. There is an 8" sewer main at the north

west corner of the property. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

The site has access to Wedington Drive. Wedington Drive is a state highway. The Arkansas Highway Transportation Department will be widening this roadway this year to a 5-lane highway.

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: Staff is recommending denial of the subject request, and finds there are no peculiar or extenuating circumstances which justify the rezoning.

FAYETTEVILLE UNIFIED DEVELOPMENT CODE

161.03 District R-A, Residential-Agricultural

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

(B) *Uses.*

(1) Permitted uses.

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

(2) Conditional uses.

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

(C) *Density.*

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

(D) *Bulk and area regulations.*

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

(E) *Setback requirements.*

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

(F) *Height requirements.* There shall be no

maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

**FAYETTEVILLE UNIFIED
DEVELOPMENT CODE**

**161.16 District C-1, Neighborhood
Commercial**

area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in restaurants
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

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

FAYETTEVILLE POLICE DEPARTMENT

In reference to RZN 06-2201: (MARISCAL, 439) submitted by DAVID MERSKY for property located at 4041 Wedington Drive. The property is zoned R-A and contains approximately 1.50 acres. The request is to rezone the property to C-1.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density and will not create an undesirable increase on police services. The rezoning will not create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher

Thru: Chief Tony Johnson *TS*
Asst Chief Bud Thompson *BT*

From: Captain Dale Riggins

Date: August 18, 2006

Re: August 21, 2006 Zoning Review – Fire Department Comments

PZD06-2190 (Woodbury)

These 11.66 acres are covered by Engine 4 and Ladder 4 located at 3385 N Plainview. It is 2.1 miles from the station with an expected response time of 6 minutes.

The Fire Department anticipates 25 (15 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. Measured Hydrant Flow in this area is 1539 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

PZD06-2191 (University Club Towers)

These 16.11 acres is covered by Engine 4 and Ladder 4 at 3385 N Plainview. It is 1.6 miles from the station with an expected response time of 5 minutes.

The Fire Department anticipates 19 (12 EMS – 7 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

Measured Hydrant Flow in this area is 1500 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this 13 story high rise.

RZN06-2201 (Mariscal)

This 1.5 acres is covered by Engine 7 at 835 Ruppel Road.

It is .6 miles from the station with an expected response time of 2 minutes.

Measured Hydrant Flow in this area is 1532 gallons/minute.

We do not figure anticipated calls for service on properties that are to be zoned C-1 although typically this kind of development does not adversely affect our call volume.

Please feel free to contact me if you have any questions concerning the comments

Applicant's Response

Responses to Checklist #5

- A. The property is currently owned by Carl Bartholomew. Mr. Bartholomew has accepted an offer to sell the real estate to Jose and Anani Mariscal. The sale is contingent upon the property being rezoned to C-1.
- B. The Mariscals wish to build and operate a restaurant on the property.
- C. A restaurant (The Catfish Hole No. 3) shares the adjacent east property line. An empty field adjoins the western property line. The southern property line adjoins the rear of a residential subdivision. Wedington Road forms the northern boundary. Across the street are vacant fields.

The restaurant has yet to be designed, but will obviously conform to Fayetteville planning standards and sign limitations. The Mariscals hope to build a medium size restaurant capable of seating 100 patrons. Assuming the restaurant to be fully occupied for two seatings (200 people total) and two people arriving/car, one-hundred cars would use the facility over a time period extending approximately 3 hours.

- D. An 18" diameter water line runs along the north side of the property (along Wedington). Existing sewer lines run along the western and northern boundaries. Both lines are 6" in diameter.

Responses to Checklist #6

- A. The proposed zoning change is consistent with land use planning in that the property fronts a five-lane arterial road. An existing restaurant with C-1 zoning is adjacent to the property. Other adjacent properties that adjoin the arterial road have no buildings on them. The C-1 zoning change would allow an orderly transition to urban development from otherwise rural property. The growing number of citizens on the western side of Fayetteville would be well served by a new restaurant.

Present zoning (R-A) allows mobile homes, duplexes, and single family dwellings. These usages are more appropriate on less traveled arterial roads.

- B. The zoning request is justified because it will provide needed goods and services for people living in the surrounding residential areas.
- C. The zoning change will not create an appreciable increase in traffic. People residing on the western side of town would drive right past the location on their way to frequent another restaurant.
- D. The zoning change will not alter the population density of the area. Adequate water and sewer needs are already in place.
- E. It would not necessarily be impractical to use the property for already permitted uses. However, arterial roads are best suited for uses that serve the general population; i.e., eating places, offices, neighborhood shopping, etc.



Willis R
and D
Rozell

IRALKI & LAKOBASHVILI, 0669 29KX1002E

Ralph Intervivos Trust Freeman & Arlie Intervivos
Trust Freeman

County Disclaimer:

This map was created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre," and Arkansas Code 15-21-502 (6) which indicates that "Digital cadastre" means the storage and manipulation of computerized representations of parcel maps and linked databases."

This map has been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the map.

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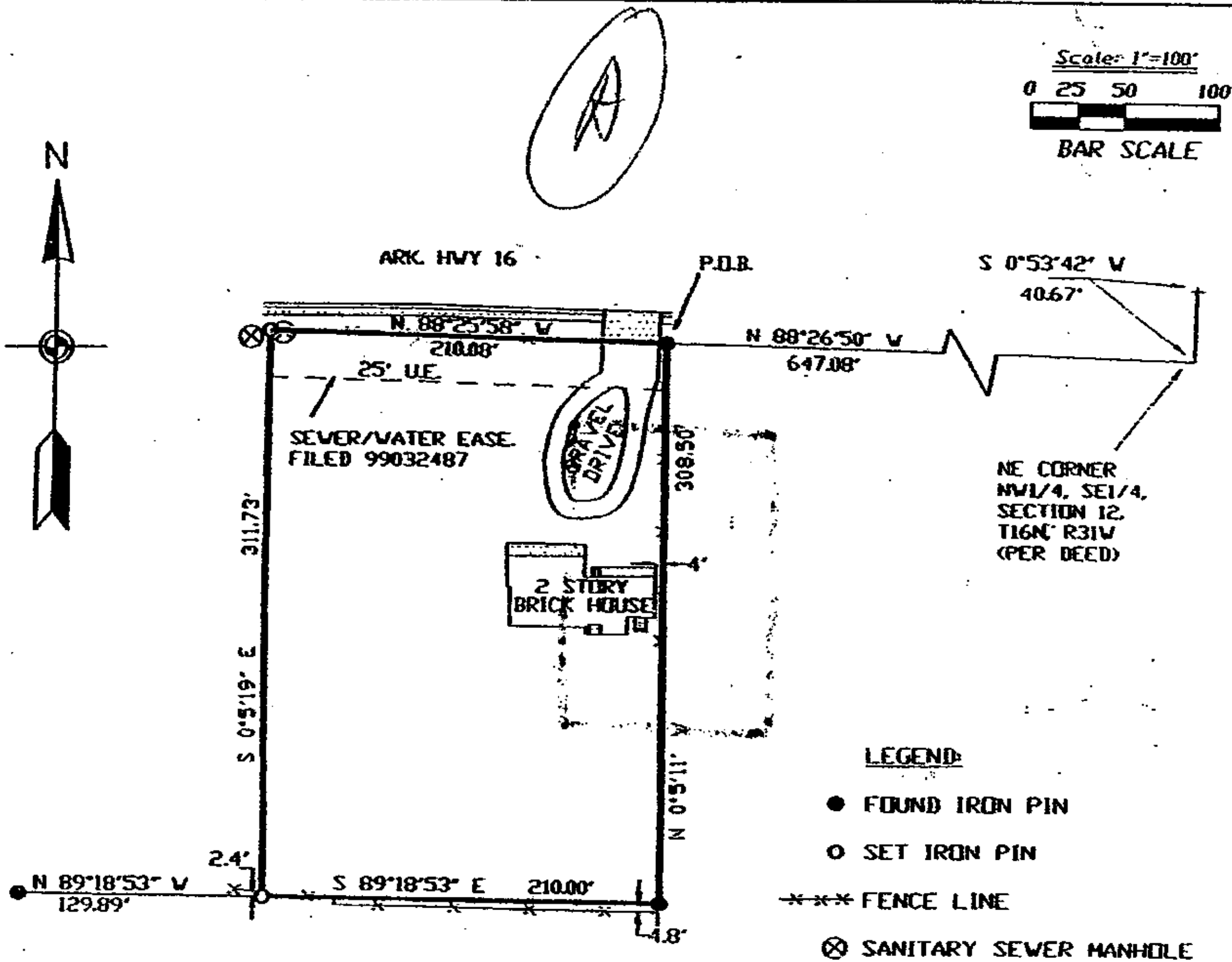
LAKE SIDE LAND SURVEYING

15538 E. HIGHWAY 12
ROGERS, ARKANSAS 72756

PHONE: 925-7940 OR
756-1320
FAX: 925-7941

BOUNDARY SURVEY FOR:
CARL BARTHOLOMEW

V.D. 000429
FB 6/83, 84



SURVEY DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows:
Commencing at the Northeast corner of the NW1/4 of the SE1/4 of said Section 12; thence South 0°53'42" West 40.67 feet; thence North 88°26'50" West 647.08 feet to a found iron pin on the South right-of-way line of Arkansas Highway No. 16; thence along said right-of-way North 88°25'58" West 210.08 feet; thence leaving said right-of-way South 0°5'19" East 311.73 feet; thence South 89°18'53" East 210.00 feet to a found iron pin; thence North 0°5'11" West 308.50 feet to the POINT OF BEGINNING, containing 15 acres, more or less.

REGISTERED

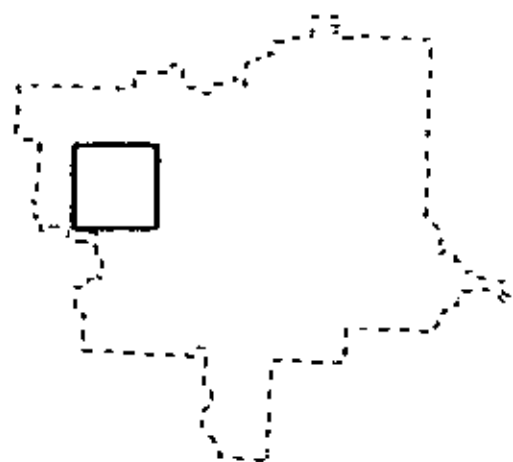
RZN06-2201

One Mile View

MARISCAL



Overview



Legend

Subject Property

RZN06-2201

Boundary

Planning Area

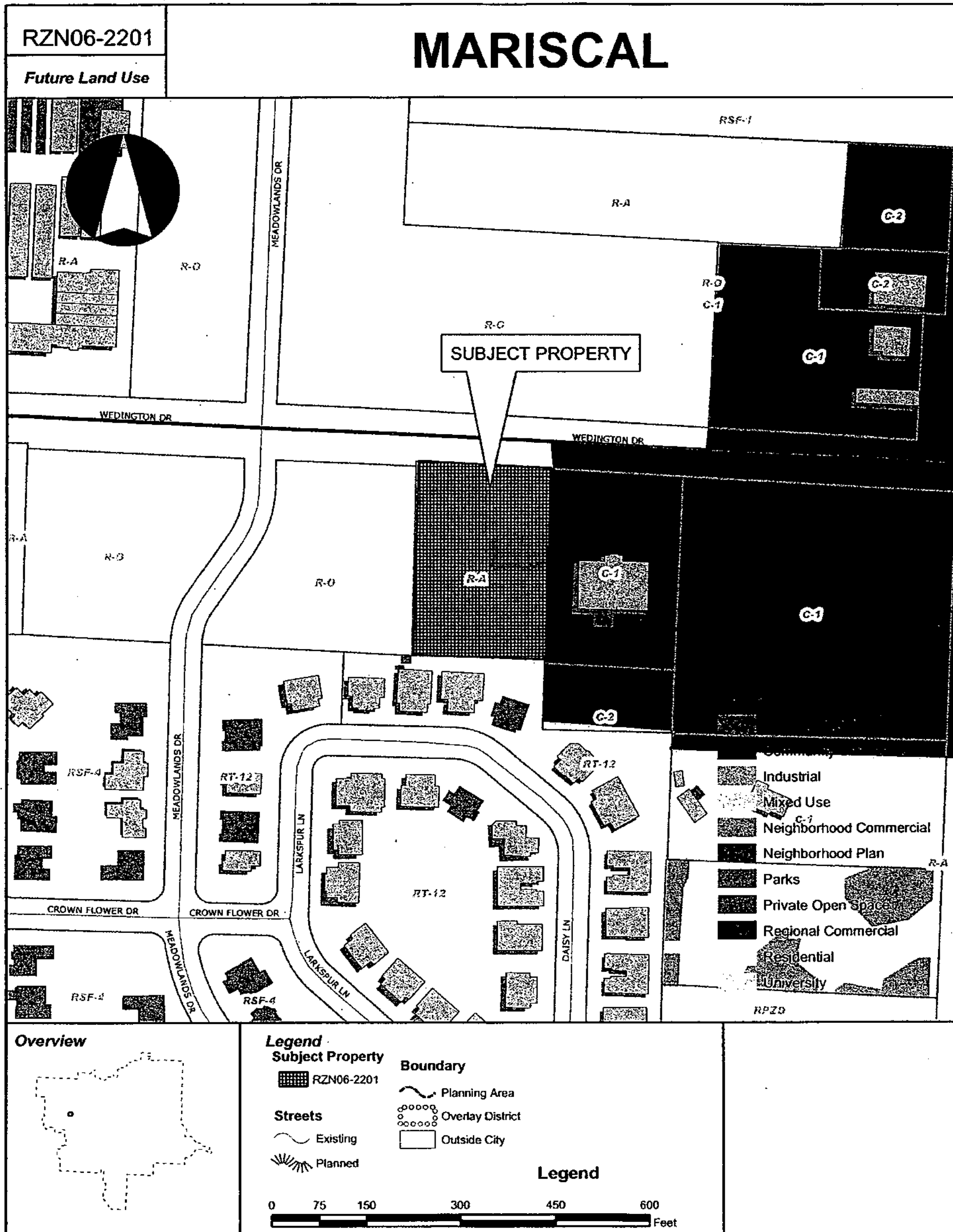
Overlay District

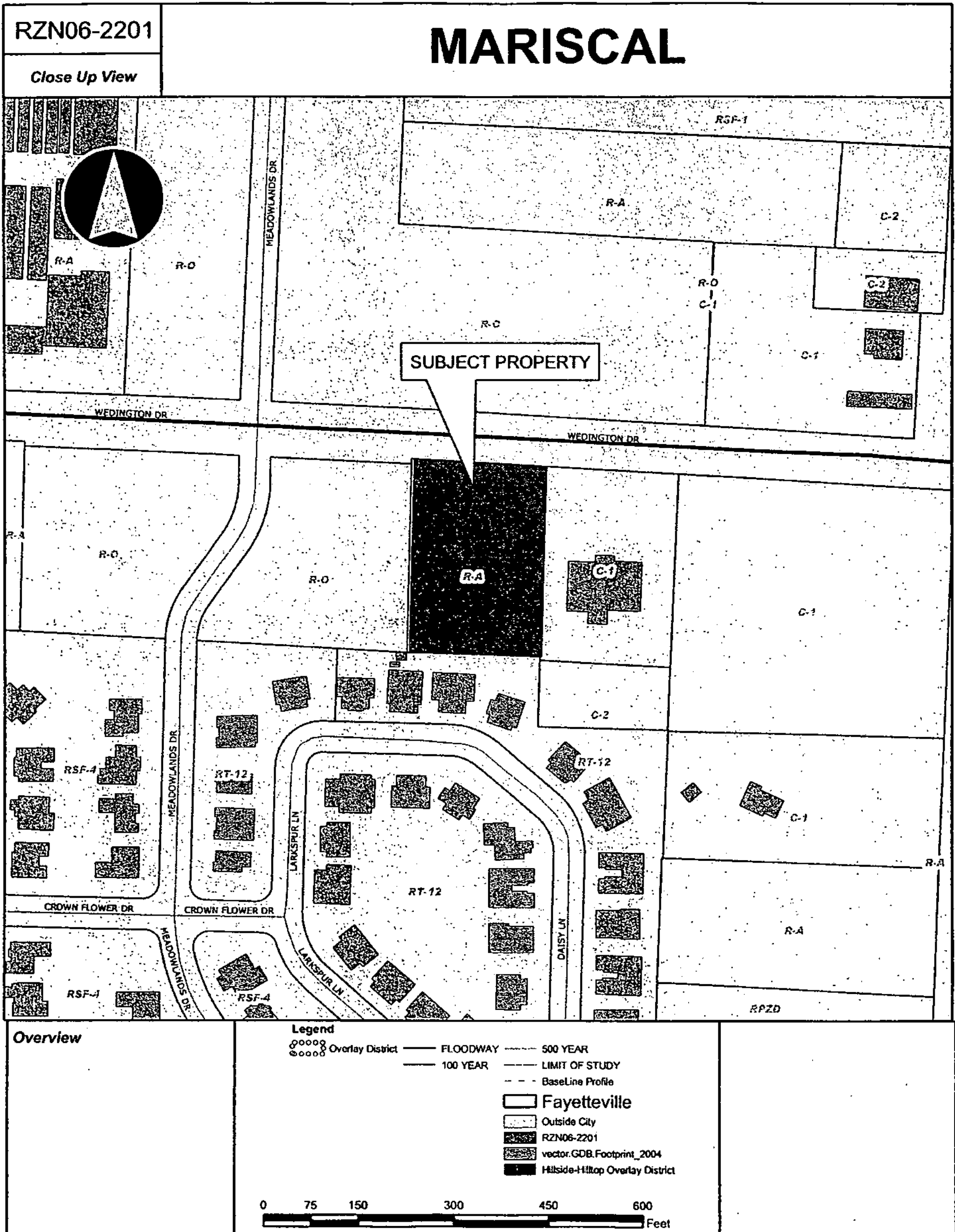
Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles





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

3-Oct-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

R-PZD 06-2190 (WOODBURY, 137): Submitted by H2 Engineering, Inc. for property located South of Zion Road, and east of Taliesin Lane. The property is zoned R-A, Residential-Agricultural and contains approximately 11.66 acres. The request is for rezoning and development approval for an R-PZD with 67 single family dwellings and 45 multi-family dwellings.

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

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director

9-16-06
Date

Previous Ordinance or Resolution # n/a

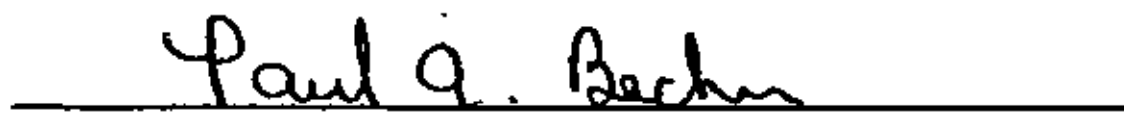
Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

9-15-06

Received in City Clerk's Office



Finance and Internal Service Director

9-15-06
Date

Received in Mayor's Office


Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

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

Date: September 14, 2006

Subject: Residential Planned Zoning District for Woodbury (R-PZD 06-2190)

RECOMMENDATION

The Planning Commission voted to forward the subject request for an ordinance creating a Residential Planned Zoning District (R-PZD) for Woodbury. This action would establish a unique zoning district for a residential development on a 11.66-acre tract located on the south side of Zion Road, west of Crossover Road.

BACKGROUND

The property is currently zoned R-A, Residential Agricultural, and is generally flat, and developed for rural residential and pasture use. The property is adjacent to multi-family residential use to the east, single-family residential use to the west, the Zion Gardens R-PZD to the north, and undeveloped property to the south.

The applicant requests a rezoning and large scale development approval for 45 multi-family units in two buildings adjacent to Zion Road and 67 single-family dwellings around a 1.12 acre common area with a clubhouse, pool, and greenspace. The property would not be subdivided into separate lots, and would be maintained by a Property Owner's Association. Zoning criteria identifying permitted and conditional uses, building setbacks, bulk and area requirements and architectural guidelines are included within the project booklet provided by the applicant.

DISCUSSION

On September 11, 2006, the Planning Commission voted 6-0-0 in favor of forwarding this request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2190, WOODBURY, LOCATED SOUTH OF ZION ROAD AND EAST OF TALIESIN LANE, CONTAINING APPROXIMATELY 11.66 ACRES, MORE OR LESS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

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

From R-A, Residential Agricultural, to R-PZD 06-2190 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council indicated in Exhibit "C" attached hereto and made a part hereof.

Section 3. That this ordinance shall take effect and be in full force at such time as all of the requirements of the master development plan have been met.

Section 4. 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 _____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
R-PZD 06-2190

A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 24, IN TOWNSHIP 17 NORTH AND RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A FOUND STONE AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S86°56'03"E 653.39 FEET TO A FOUND RAILROAD SPIKE SET IN CONCRETE AT THE SOUTHEAST CORNER OF USONIA TERRACE ADDITION TO THE CITY OF FAYETTEVILLE, THENCE ALONG SAID SUBDIVISION LINE N00°31'16"W 225.51 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE N 00° 31' 16" W OF 566.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 17° 34' 51.6", HAVING A RADIUS OF 724.78 FEET, AND WHOSE LONG CHORD BEARS N 81° 08' 54" E FOR A DISTANCE OF 221.52 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE N 89° 52' 32" E OF 477.01 FEET TO A FOUND 5/8-INCH REBAR, THENCE LEAVING SAID RIGHT OF WAY S 01° 14' 05" W 866.33 FEET TO A FOUND 5/8-INCH REBAR, THENCE N 86° 39' 43" W 370.36 FEET TO A FOUND IRON PIN, THENCE N 01° 14' 11" W 225.60 FEET TO A FOUND 5/8-INCH REBAR, THENCE N 86° 40' 14" W 297.97 FEET TO THE POINT OF BEGINNING CONTAINING 11.66 ACRES MORE OR LESS. SUBJECT TO RIGHT OF WAY ALONG ZION ROAD AND ANY OTHER RIGHT OR EASEMENTS OF RECORD.

EXHIBIT "B"

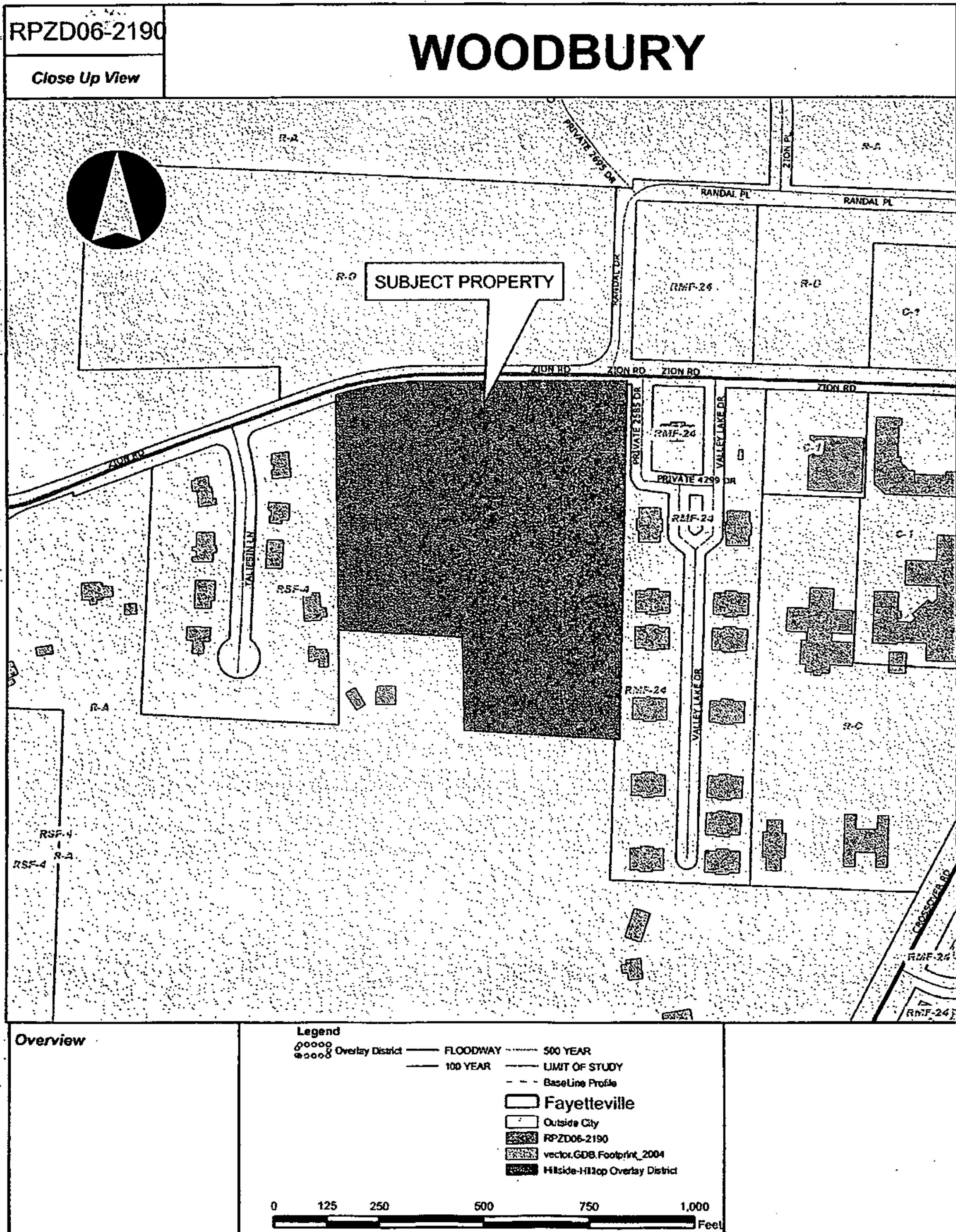


EXHIBIT "C"
R-PZD 06-2190
Page 1 of 4

Conditions of Approval

1. Planning Commission determination of street improvements. Staff recommends the developer construct curb, gutter, sidewalk, and storm drainage along the south side of Zion Road along the property frontage, and extend these improvements approximately 220' to the west to tie-in to the existing improvements at Taliesin Lane, utilizing a 36' wide street section (striped for a turn lane).
2. Planning Commission determination of offsite drainage improvements in lieu of onsite detention. Staff recommends that at minimum, an assessment of \$33,537.50 shall be contributed to the City of Fayetteville by the developer in lieu of typical on-site detention requirements. These funds will be utilized in an on-going storm water drainage improvement project in the immediate vicinity.
3. Planning Commission determination of adequate connectivity. The applicant indicates street stub-outs to the south and east, and a connection to Zion Road to the north. There is a developed single-family subdivision to the west and connectivity is not feasible. Staff recommends the following:
 - a) The developer shall secure and submit a signed, recorded access easement from the adjacent property owner to the east to allow for emergency access, prior to issuance of a building permit. The private street shall be extended into the parking area of the property to the east as indicated on the plat, reconstructing parking spaces/landscaping as necessary.
 - b) An additional stub-out shall be provided to the south between units 43 & 44, as indicated in the submitted drawings. There is an existing large parcel of land in this area with one single family residence with a long driveway connecting to Taliesin Lane to the west, and a driveway connecting to the north to the subject property. A stub-out of the private street to this property would permit future cross-access when the property to the south redevelops. Access easements and signs indicating the future connection shall be provided prior to building permit. The applicant shall pay an assessment to the City in the amount of \$1,675 for future construction of this stub-out prior to issuance of a building permit.
 - c) A public street shall be extended to the south property line in the manner indicated (Woodbury Drive). Signs shall be provided indicating a future street connection.
4. The applicant shall dedicate right-of-way a minimum of 35' from centerline of Zion Road. Right-of-way dedication for Woodbury Drive is variable as depicted on the site plan. The access easements adjacent to Woodbury Drive shall allow the City the rights of full access to repair or replace public infrastructure. Appropriate language shall be included on the easement plat prior to building permit, and approved by the Transportation and Engineering Divisions.
5. Sidewalks along Zion Road shall be constructed to city standards and dedicated to the City. All sidewalks and green space adjacent to private streets and Woodbury Drive, a public street, shall not be owned by the City, but shall be within a public pedestrian access easement. Sidewalks adjacent to Woodbury Drive (both sides) shall be constructed to City standards and maintained by the City as if they are within the public right-of-way. All other sidewalks on the property shall be constructed by the property owner to City standards and shall be maintained to acceptable City standards by the property owner or property owner's association. The pedestrian access easement shall grant the City full inspection, access, and maintenance rights for public benefit. Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets are not

EXHIBIT "C"
R-PZD 06-2190
Page 2 of 4

maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii)).

6. Project Phasing: Streets and infrastructure shall be installed within 1 year of approval, and building permits for all structures shall be required to be issued within 3 years of approval, or the development approval is voided.
7. All trash enclosure locations and dimensions shall be fully reviewed and approved by the Solid Waste Division prior to issuance of a building permit. Single family residential units may utilize residential cart service; location for placement of carts on trash pick-up day shall be coordinated with Solid Waste prior to building permit. Multi-family units must utilize dumpster service, and trash enclosures shall be fully screened with materials that are compatible with and complimentary to the architecture of the surrounding buildings.
8. Bicycle racks meeting city specifications shall be installed adjacent to the multi-family structures.
9. The Planning Commission, by conditional use permit, shall determine the appropriate size and magnitude of any non-residential uses within Planning Area 2.
10. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
11. Building separation shall meet all applicable building codes as mandated by the Building Safety Division.
12. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet as specified. Building permits will be based upon the submitted drawings.
13. All buildings shall be designed and constructed to be articulated without large blank wall surfaces as they are visible from public rights-of-way and private streets. Multi-family buildings shall be designed with a front façade facing Zion Road, Woodbury Drive, and the private street along the south side of the building. The single-family structures shall be designed with articulated facades facing both the public and private streets. For those structures without street frontage, the front shall face the pedestrian access.
14. Parks fees for 67 Single-Family Units in the amount of \$64,320, and park fees for 45 Multi-Family Units in the amount of \$30,600 are due prior to issuance of building permit.
15. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for residential multi-family

EXHIBIT "C"
R-PZD 06-2190
Page 3 of 4

development. Should mixed use be proposed as part of a conditional use request, signage would be addressed for the commercial/nonresidential use at the time of that request, and may be allowed in accordance with neighborhood commercial development.

16. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
17. Should the property ever be subdivided, it shall comply with the zoning criteria as established and approved herein.

Landscape Plan Comments:

18. Existing trees shall be retained in good health, or new trees shall be planted, one per every 30' linear feet along Zion Road, prior to Certificate of Occupancy.
19. Pedestrian walkways and landscaping as shown on the site/landscape plans along all public and private streets with a maximum separation of one tree per 30' linear feet of street, and between the buildings (typical), shall be a requirement of the PZD, and shall be installed as buildings are constructed, prior to occupancy.

Tree Preservation Plan Comments:

20. The removal of 49,775 square feet of canopy is equivalent to 228 (2) inch caliper large species trees. Most if not all these trees should be located on-site outside of utility easements. A variety of tree species shall be utilized in this area; all must be large shade tree variety and 2 inch caliper at the time of planting.
21. Mitigation trees must be planted before the issuance of a Final Certificate of Occupancy. A 3-year maintenance and monitoring bond, letter of credit or check shall be deposited with the City in the amount of \$57,000. After 3 years the Urban Forester will visit the site and release the amount finding 90% of the trees healthy.

Standard Conditions of Approval:

22. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
23. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street.
24. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

EXHIBIT "C"
R-PZD 06-2190
Page 4 of 4

25. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
 26. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
 27. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
 28. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area.
 - d. Project Disk with all final revisions
 - e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01
- "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



Planning Commission Meeting
September 11, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission Members
FROM: Andrew Garner, Senior Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~August 31, 2006~~ *Updated September 14, 2006*

R-PZD 06-2190: Planned Zoning District (WOODBURY, 137): Submitted by H2 ENGINEERING, INC. for property located SOUTH OF ZION ROAD, AND EAST OF TALIESIN LANE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 11.66 acres. The request is for rezoning and development approval for an R-PZD with 67 single family dwellings and 45 multi-family dwellings.

Property Owner: Gregory P. Moldenhauer and William G. Giese
Planner: Andrew Garner

Findings:

Property Description: The subject property consists of approximately 11.66 acres located on the south side of Zion Road, approximately 0.3 miles west of Crossover Road. The site is zoned R-A, and is generally flat, and developed for rural residential and pasture use, with a majority of the tree canopy on the property along Zion Road.

Surrounding Land Use/Zoning:

Direction from Site	Land Use	Zoning
North	Zion Gardens R-PZD under development	R-PZD 05-1599
South	Undeveloped wood and agricultural land	R-A, Residential-Agricultural
East	Multi-family residential	RMF-24, Residential Multi-Family 24 Units/Acre
West	Single-family residential	RSF-4, Residential Single-Family 4 Units/Acre

Proposal: The applicant requests rezoning and large scale development approval for a residential development in an R-PZD zoning district. The proposed use of the site is for 45 multi-family units in two buildings adjacent to Zion Road (Planning Area 2) and 67 single-family dwellings (Planning Area 1) around a 1.12 acre common area (Planning Area 3) with a clubhouse, pool, and greenspace. The property would not be subdivided into separate lots, and

would be maintained by a Property Owner's Association (POA).

Access and Parking: Access is provided directly off of Zion Road onto Woodbury Drive which is the main north-south public street through the development. This road transitions into a one-way public street around either side of the central common area and continues south, stubbing out at the southern property line. Private streets traverse east and west from Woodbury Drive around the perimeter of the property, providing access off of shared driveways for the "pods" of single family residences. The entrances into the two multi-family dwellings are off of private streets and into a courtyard area for the buildings. The garages for the multi-family buildings are interior to the structures and shielded from the street. The proposal includes a number of pedestrian paths between the single-family units providing connection to the central common area. All private and public streets have sidewalks and are lined by trees planted at a maximum of 30 feet apart. Parking for the residential units is provided in garages incorporated into the unit. In addition, parking would be allowed along Woodbury Drive and the private streets.

The proposed zoning criteria and site plan allows for a dense layout of single family residences (8.5 units per acre in Planning Area 1) mixed with multi-family dwellings. This site layout and proposal would not be allowed under any standard zoning criteria. The zoning criteria are provided in duplicate in the project booklet and on the plats. Please reference this provided material for more information. These documents are binding to the zoning of the property, subject to the conditions herein.

Phasing: The applicant proposes to develop the roads and infrastructure in approximately 8 months to 1 year from approval. Residences are proposed to be constructed in groupings as the market demands. Full build-out of the residences is anticipated within 3 years of approval.

Water & Sewer: Water and sewer lines would be extended to serve the development.

Adjacent Master Street Plan Streets: Zion Road (collector)

Right-of-way Dedication: 35' from centerline along Zion Road; variable right-of-way dedication along the main internal street Woodbury Drive from the back-of-curb to back-of-curb as depicted on the site plan; greenspace and sidewalks adjacent to Woodbury Drive would be placed in a pedestrian access easement to be constructed to City specifications; private streets would be under a 20' access easement owned and maintained by the property owner's association.

Street Improvements: Staff recommends adding curb, gutter, sidewalk, and storm drainage along the south side of Zion Road along the property frontage, and extending these improvements approximately 220' to the west to tie-in to the existing improvements at Taliesin Lane.

Parks: On June 10, 2006 the Park and Recreation Advisory Board recommended accepting money in lieu of land to satisfy the park land dedication ordinance. Additionally, the plans for the development include a 1.12 acre common area/neighborhood park within the site.

Tree Preservation: Existing Canopy: 18.0%
Preserved Canopy: 8.2%
Required Canopy: 18.0%
Mitigation: Required; 228 two-inch caliper trees

Recommendation: Staff recommends forwarding **R-PZD 06-2190** to the City Council with a recommendation for approval with the following conditions of approval:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends the developer construct curb, gutter, sidewalk, and storm drainage along the south side of Zion Road along the property frontage, and extend these improvements approximately 220' to the west to tie-in to the existing improvements at Taliesin Lane, utilizing a 36' wide street section (striped for a turn lane).*

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (09/11/06).

2. Planning Commission determination of offsite drainage improvements in lieu of onsite detention. *Staff recommends that at minimum, an assessment of **\$33,537.50** shall be contributed to the City of Fayetteville by the developer in lieu of typical on-site detention requirements. These funds will be utilized in an on-going stormwater drainage improvement project in the immediate vicinity.*

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (09/11/06).

3. Planning Commission determination of adequate connectivity. *The applicant indicates street stub-outs to the south and east, and a connection to Zion Road to the north. There is a developed single-family subdivision to the west and connectivity is not feasible. Staff recommends the following:*
 - a) The developer shall secure and submit a signed, recorded access easement from the adjacent property owner to the east to allow for emergency access, prior to issuance of a building permit. The private street shall be extended into the parking area of the property to the east as indicated on the plat, reconstructing parking spaces/landscaping as necessary.
 - b) An additional stub-out shall be provided to the south between units 43 & 44, as indicated in the submitted drawings. There is an existing large parcel of land in this area with one single family residence with a long driveway connecting to Taliesin Lane to the west, and a driveway connecting to the north to the subject property. A stub-out of the private street to this property would permit future cross-access when the property to the south redevelops. Access easements and signs indicating the future connection shall be provided prior to building permit. The applicant shall pay an assessment to the City in the amount of \$1,675.00 for future construction of this stub-out prior to issuance of a building permit.

- c) A public street shall be extended to the south property line in the manner indicated (Woodbury Drive). Signs shall be provided indicating a future street connection.

PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION, WITH THE ADDITIONS AS NOTED (09/11/06).

4. The applicant shall dedicate right-of-way a minimum of 35' from centerline of Zion Road. Right-of-way dedication for Woodbury Drive is variable as depicted on the site plan. The access easements adjacent to Woodbury Drive shall allow the City the rights of full access to repair or replace public infrastructure. Appropriate language shall be included on the easement plat prior to building permit, and approved by the Transportation and Engineering Divisions.
5. Sidewalks along Zion Road shall be constructed to city standards and dedicated to the City. All sidewalks and greenspace adjacent to private streets and Woodbury Drive, a public street, shall not be owned by the City, but shall be within a public pedestrian access easement. Sidewalks adjacent to Woodbury Drive (both sides) shall be constructed to City standards and maintained by the City as if they are within the public right-of-way. All other sidewalks on the property shall be constructed by the property owner to City standards and shall be maintained to acceptable City standards by the property owner or property owner's association. The pedestrian access easement shall grant the City full inspection, access, and maintenance rights for public benefit. *Private streets, sidewalks and detention ponds shall be the responsibility of the property owner or property owner's association to maintain according to city standards. Covenants shall provide that in the event the private streets are not maintained as required, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. Said covenants regarding maintenance of private streets shall not be amended and shall not terminate without approval of the City Council (§166.06 (K.10.b.vii)).*
6. Project Phasing: Streets and infrastructure shall be installed within 1 year of approval, and building permits for all structures shall be required to be issued within 3 years of approval, or the development approval is voided.
7. All trash enclosure locations and dimensions shall be fully reviewed and approved by the Solid Waste Division prior to issuance of a building permit. *Single family residential units may utilize residential cart service; location for placement of carts on trash pick-up day shall be coordinated with Solid Waste prior to building permit. Multi-family units must utilize dumpster service, and trash enclosures shall be fully screened with materials that are compatible with and complimentary to the architecture of the surrounding buildings.*

8. Bicycle racks meeting city specifications shall be installed adjacent to the multi-family structures.
9. The Planning Commission, by conditional use permit, shall determine the appropriate size and magnitude of any non-residential uses within Planning Area 2.
10. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
11. Building separation shall meet all applicable building codes as mandated by the Building Safety Division.
12. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet as specified. Building permits will be based upon the submitted drawings.
13. All buildings shall be designed and constructed to be articulated without large blank wall surfaces as they are visible from public rights-of-way and private streets. Multi-family buildings shall be designed with a front façade facing Zion Road, Woodbury Drive, and the private street along the south side of the building. The single-family structures shall be designed with articulated facades facing both the public and private streets. For those structures without street frontage, the front shall face the pedestrian access.
14. Parks fees for 67 Single-Family Units in the amount of \$64,320, and park fees for 45 Multi-Family Units in the amount of \$30,600 are due prior to issuance of building permit.
15. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code, and shall be subject to signage requirements for residential multi-family development. Should mixed use be proposed as part of a conditional use request, signage would be addressed for the commercial/nonresidential use at the time of that request, and may be allowed in accordance with neighborhood commercial development.
16. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
17. Should the property ever be subdivided, it shall comply with the zoning criteria as established and approved herein.
- ~~18. Insert Page 8 into the project booklet prior to City Council consideration.~~
THIS ITEM WAS ADDRESSED IN THE REVISED BOOKLET SUBMITTED FOR CITY COUNCIL.

Landscape Plan Comments:

19. Existing trees shall be retained in good health, or new trees shall be planted, one per every 30' linear feet along Zion Road, prior to Certificate of Occupancy.
20. Pedestrian walkways and landscaping as shown on the site/landscape plans along all public and private streets with a maximum separation of one tree per 30' linear feet of street, and between the buildings (typical), shall be a requirement of the PZD, and shall be installed as buildings are constructed, prior to occupancy.

Tree Preservation Plan Comments:

21. The removal of 49,775 square feet of canopy is equivalent to 228 (2) inch caliper large species trees. Most if not all these trees should be located on-site outside of utility easements. A variety of tree species shall be utilized in this area; all must be large shade tree variety and 2 inch caliper at the time of planting.
22. Mitigation trees must be planted before the issuance of a Final Certificate of Occupancy. A 3-year maintenance and monitoring bond, letter of credit or check shall be deposited with the City in the amount of \$57,000. After 3 years the Urban Forester will visit the site and release the amount finding 90% of the trees healthy.

Standard Conditions of Approval:

23. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
24. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street.
25. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
26. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
27. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
28. All exterior lighting is required to comply with the City's lighting ordinance. A lighting

plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.

29. Prior to the issuance of a building permit the following is required:

- a. Grading and drainage permits
- b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
- c. Separate easement plat for this project that shall include the tree preservation area.
- d. Project Disk with all final revisions
- e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☒ Forward ☐ Tabled ☐ Denied

Motion: Clark (with recommendation for approval)

Second: Trumbo

Vote: 6-0-0

Meeting Date: September 11, 2006

Comments:

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

Signature

Date

Findings associated with MDP R-PZD 06-2190 (Woodbury)

Sec. 166.06. Planned Zoning Districts (PZD).

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

FINDING: Staff finds the application to be in compliance with the Master Development Plan Planned Zoning District criteria established by the City Council. The Interim Future Land Use Plan Map adopted as part of City Plan 2025 designates this site Residential. The Sector Map also adopted as part of City Plan 2025 does not designate this specific area as a growth area. Rezoning this property to R-PZD 06-2190 with single- and multi- family dwelling units and a mix of density is consistent with the land use plan and compatible with surrounding land uses and density within surrounding developed and developing property to the north, east, and west, and undeveloped property to the south.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be compliant with applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. However, as indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning request, combined with the Master Development Plan, would allow single- and multi- family residential uses and a mix of density. The proposed zoning criteria in the northern portion of the site adjacent to Zion Road would provide for two multi family buildings and a density of approximately 17 units/acre, while the majority of the property off of Zion Road would provide for single family residential units space a minimum of 6 feet apart, with a density of 8.5 units per acre. The site layout incorporates a tree preservation area on the west-central, southeastern portions of the site, with a 1.12 acre common area/greenspace in the central focus of the development. The site layout is

compatible with the existing multi-family development to the east, and the single family street to the west. Across Zion Road from this development is the Zion Gardens PZD under development with a similar density and mix of residential units as the proposed project.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The subject property is being used for large lot rural residential use, and is a relatively flat site with tree canopy concentrated on the edges. The natural environment is suitable for the type of development proposed.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: The intended land use, predominantly residential, will impact the existing traffic conditions. Currently this site only has one point of ingress and egress, though street and cross-access stub-outs are being provided for future connections to ease the burden of traffic on the adjacent Zion Road. Significant improvements are being provided between this development and the adjacent Zion Road PZD (Lakewood) to increase the safety of traffic movement on Zion Road. Improvements include the widening and inclusion of a turn lane on Zion Road to permit through traffic to not be impeded by those turning. Staff has expressed concerns in the past about the condition and width of Zion Road further west of this site, as it nears Vantage Drive and College Avenue. At this time, the narrow road section provides some traffic calming, though improvements are warranted in the future.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The booklet and master development plans submitted provide for said unified development control.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall

determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposed Woodbury PZD provides for a transition between an existing single family residential neighborhood and a multi-family residential apartment complex that enhances this growing neighborhood. This transition involves the careful use of single family detached units in a compact development pattern, all connected with a system of pedestrian paths and greenspaces. Multi-family uses that are designed with architectural compatibility in mind have been proposed nearer to Zion Road, the Collector Street, thereby reducing the load of through traffic trips. The site plan has been amended considerably to reduce the removal of tree canopy to an acceptable level, and contributions to off-site drainage improvements will benefit the greater community. Circulation is compact and connected, adequate parking has been provided, and the inclusion of landscaping/mitigation trees will create a healthy urban canopy.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: No screening is proposed, as no large surface parking areas are indicated. A landscape plan has been supplied, and trees along the frontages of all streets, both public and private, are required.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.

- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.
- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: The vehicular circulation system is comprised of a system of public streets, private streets and alleys. A public street access Zion Road, a Collector, and splits around a common green before stubbing out to the south for future connectivity. A system of private streets internal to the development provide access to the dwelling units. The dwellings face onto greenspaces or streets, and are accessed off of internal alleys, providing a hierarchy of circulation that encourage an efficient flow of traffic.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: No large off-street parking areas are proposed. A few small off-street parking areas are provided, but the majority of parking is provided within garages or on the street. All parking ratios are to be met with this proposal.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: This requirement has been met.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Public, six-foot sidewalks are to be constructed adjacent to Zion Road along the property frontage and west to Taliesin Lane. Internal to the development, sidewalks are provided along both sides of the public streets, along all private streets, between units and within the development. As conditioned, all sidewalks shall be constructed as part of the development, in conjunction with the units they serve. Most sidewalks are located within access easements that permit public access, but are owned and maintained by the POA.

- (7) *Street Lights.* As required by §166.03.

FINDING: Street lights are to be provided adjacent to all public and private streets at a separation of no greater than 300 feet.

(8) *Water.* As required by §166.03.

FINDING: Public water lines are being extended in accordance with city codes.

(9) *Sewer.* As required by §166.03.

FINDING: Public sewer lines are being extended in accordance with city codes.

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained

as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width
(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: The applicant shall comply with the above criteria, as this development proposes both public and private streets. Private streets are proposed to be 20 feet in width, and Woodbury Drive, a public street, is 24 feet in width, allowing for on-street parking.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: All development on the site shall be phased according to the phasing plan and conditions herein.

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The applicant has worked with the Urban Forester to alter the previous site plans, bringing forward an amended plan that accomplishes more of the goals for tree preservation. The percentage of canopy preserved has increased, as has the likelihood of longevity of health. Mitigation trees will serve to provide an increased overall canopy on the site, providing for an urban canopy.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: The only non-residential structure on the site is the proposed clubhouse within the Commons. This structure shall comply with commercial design standards.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: No scenic views are identified, and the height of structures proposed are not uncommon for the area.

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:
- (a) *Building permit.* If no building permit has been issued within the time allowed.
 - (b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.
 - (c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the

Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

- (a) The homeowner's association must be legally established before building permits are granted.
- (b) Membership and fees must be mandatory for each home buyer and successive buyer.
- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

FINDING: The applicant shall comply with these requirements.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD

and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds this proposal meets the intent of many of the parameters of the CityPlan 2025, as well as the above ten criteria, including flexibility in density, compatibility and transition of land use, provision of a variety of housing types, common open spaces, and enhancement of existing natural features. The following guiding policies within Residential Areas are applicable to this development, and help to achieve the six primary goals of the CityPlan 2025:

Residential Areas:

12.1.4.a Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods. (Goal 3)

12.1.4.c Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness. (Goal 4)

12.1.4.d Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.

12.1.4.e Utilize more intense development patterns within the infill sector and encourage mixed uses in new developments to promote better community design, maintain human scale, and enhance pedestrian activity. (Goal 1)

12.1.4.f Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services. (Goals 1g and 3)

12.1.4.g Encourage residential dwellings in appropriate specified Mixed Use Areas. (Goals 1 and 3)

12.1.4.h Encourage a development scale to maintain compatibility and proportionality between nonresidential development and adjacent residential areas. (Goal 3a)

12.1.4.i Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation. (Goal 4)

12.1.4.j Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc. (Goal 3a)

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.

(C) *R – PZD, Residential Planned Zoning District.*

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.

- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.

- (2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.

- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: All uses are proposed as residential, with the exception of those areas identified for conditional use permits and the clubhouse.

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.

FINDING: Surrounding development is mixed in density, from large lot single family to 24-unit per acre multi-family zoning. Density under the current zoning (R-A) is not appropriate for this area, as the city's development goals and infrastructure for this area

supports a higher density.

- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

FINDING: Lot area minimums and setbacks are varied on this project, as it provides for a small footprint type of unit with a mixed unit type and mixed density. The project is being developed without subdivision of land, thus a horizontal property regime will likely be filed. Smaller lot and decreased setback development has been approved across the street with Zion Road PZD (Lakewood).

- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

FINDING: Building heights proposed for this project are typical of single and multi-family development in the surrounding area.

- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

FINDING: The lot coverage on this project is minimal, though the density is higher, due to the provision of Tree Preservation areas and common greenspaces throughout.

***Required Findings for Rezoning Request.**

Land Use Plan: The CityPlan 2025 Interim Future Land Use Plan designates this site as a Residential Area. Rezoning this property to R-PZD 06-2190, with the associated Master Development Plan, allows this future land use to vary somewhat, though the principal use on the property will remain residential. The proposed plan, commitments, design standards and other conditions placed upon the project result in a compatible development with surrounding land uses in the general vicinity, meeting many of the goals of the City Plan for new development.

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: Staff finds the proposal is highly consistent with the land use planning objectives, principles and policies, as evidenced the number of guiding policies for Residential Areas this proposal meets. Rezoning the property will accommodate both the future land use plan for residential uses in this area and also allow for a variety of housing types, sizes and development pattern, thus providing more choice for more citizens.

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

Finding: At this time the property is zoned R-A, which allows for primarily agricultural use. This site is not suited for continued agricultural use, nor has it been used for such for some time. Adjacent to commercial and public services, arterial streets and public parks, a rezoning of this property to a higher density is advisable.

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

Finding: Staff finds this proposal will not create or appreciably increase traffic danger and congestion, with the street improvements recommended

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: Staff finds that in evaluating this proposal, the population density would undoubtedly be increased from that which is currently existing. Staff finds, however, that the load created on public services is not an undesirable or detrimental impact, with the improvements as recommended by staff for this project.

Engineering: Public water is adjacent to the site. There is an 8" waterline along Zion. Water service will need to be extended within the property and looped into the development on the east side of this property at the time of development.

Sanitary sewer is available on the site. There is an 8" sewer main along Zion. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

The site has access to Zion Road. Zion Road is a partially improved two-lane paved roadway at this property. Improvements that may be required shall be evaluated by staff as development occurs. Current recommendations include widening the roadway to 18' from centerline along the project frontage

extending west to the next street.

Standard improvements and requirements for drainage will be required for the development.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services. It is, however, the Police Dept's opinion that the traffic generated from 67 single family and 45 multi-family dwellings will increase traffic danger and congestion on the existing two-lane Zion Road. Therefore, staff is making recommendation to improve this situation, creating three-lane section and carrying those improvements west to Taliesin Lane.

Fire: The subject property is located approximately 2.1 miles from the Plainview FS #4, with an expected response time of approximately six minutes. With the opening of the new FS #5 at Crossover and Old Wire, the distance will be reduced to 2 miles with an expected response time of four minutes. No adverse impacts on call volume or response time is anticipated.

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



PC Meeting of September 11, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3470

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: September 7, 2006

ITEM # RPZD 06-2190: Planned Zoning District (Woodbury)

Requirements Submitted:

T	Initial Review with the Landscape Administrator
✓	Site Analysis Map Submitted
✓	Site Analysis Written Report Submitted
T	Complete Tree Preservation Plan Submitted

Canopy Measurements:

Total Site Area	
acres	11.66
square feet	507,910
Existing Tree Canopy	
acres	2.1
square feet	91,476
percent of site area	18 %
Existing Tree Canopy Preserved	
acres	0.95
square feet	41,649
percent of total site area	8.2 %
Percent Minimum Canopy Required	18%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.

- **This site contains 18% canopy cover. Most species are oak and pine**

that have been planted over the years by past property owners. A good portion of the canopy is located along the east and west property lines making it a good candidate for preservation.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

- **Environmental degradation should be very minimal on this site.**

The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

- **Canopy removed will affect the adjacent property owners. Single family residents are found to the west. The proposed plan shows the preservation of a large portion of canopy to the southeast and west.**

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

- **N/A**

Whether the size or shape of the lot reduces the flexibility of the design.

- **Size and shape of the lot does not reduce flexibility of design.**

The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.

- **The general health of the trees is good.**

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

- **This project proposes a very dense area with alley's, private drives, and a public street. This current layout requires a high number of large utility easements making preservation very difficult. Most the preserved canopy for this site has been put aside in areas that will never be affected by utilities and/or structures.**

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

- **There is a high amount of canopy found near or within utility easements.**

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

- **There is little to no topography at the site to deal with.**

Construction requirements for On-Site and Off-Site Alternatives.

- **N/A**

The effects of proposed On-Site Mitigation or Off-Site Alternatives.

- **Mitigation will be required on this site in the amount of 228 (2) inch**

caliper large species shade trees. This mitigation along with the proposed landscape plan will greatly benefit this area.

The effect other chapters of the UDC, and departmental regulations have on the development design.

- **This project is a Residential Planned Zoning District.**

The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:

- **N/A**

The impact a substantial modification or rejection of the application would have on the Applicant:

- **Staff is recommending approval of the submitted Tree Preservation Plan with the following conditions.**

Conditions of Approval:

- 1. The removal of 49,775 square feet of canopy is equivalent to 228 (2) inch caliper large species trees. All of these trees should be located on-site outside of utility easements.**
- 2. Staff recommends using a variety of tree species in this area. These trees must however be of the large shade tree variety and 2 inch caliper at time of planting. If design and species changes significantly before planting a revised landscape plan may be requested by the Urban Forester.**
- 3. Mitigation trees must be planted before the issuance of a Final Certificate of Occupancy. A 3-year maintenance and monitoring bond, letter of credit or check shall be deposited with the City in the amount of \$57,000. After 3 years the Urban Forester will visit the site and release the amount finding 90% of the trees healthy.**



THE CITY OF FAYETTEVILLE, ARKANSAS

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

LANDSCAPE REVIEW FORM

To: Fayetteville Planning Commission

From: Andrew Garner, Senior Planner

Date: September 05, 2006

ITEM #: LSD 06-2190 (Woodbury)

Applicable Requirements:

X	Off Street Parking
	Commercial Design Standards
	Buffers and Screening
	I-540 Design Overlay

Plan Checklist:

Y = submitted by applicant

N = requested by city

NA = not applicable

Preliminary Submittal	Final Submittal	
		Off-Street Parking and Loading
Y		wheel stops / curbs
NA		irrigation
Y		edged landscape beds indicated
Y		species of plant material identified
Y		size of plant material at time of installation indicated
Y		interior landscaping
		narrow tree lawn (8' min. width, 17' min. length / 1 tree per 15 spaces)
		tree island (10' min. width / 1 tree per 12 spaces)
Y		perimeter landscaping
		side and rear property lines (5' landscaped)
		adjacent to street R.O.W (15' greenspace exclusive for landscaping / 1 street tree every 30 L.F., a continuous planting of shrubs and ground cover - 50% evergreen)

Y		soil amendments notes include that soil is amended and sod removed
Y		mulching notes indicate mulching around trees and within landscape beds.
Y		planting details according to Fayetteville's Landscape Manual
Preliminary Submittal	Final Submittal	Commercial Design Standards
NA		greenspace adjacent to street R.O.W. (15' wide)
NA		street trees planted every 30' L.F. along R.O.W.
NA		outdoor storage screened with landscaping
		Buffer Strips and Screening
NA		landscaped area (12' min.)
NA		fence required
NA		outdoor storage screened with landscaping
NA		non-residential landscape screen when adjacent to residential zones
NA		landscape requirement for setback reduction
		Overlay District Requirements
NA		greenspace adjacent to street R.O.W. (25' wide)
NA		street trees planted every 30' L.F. along R.O.W.
NA		25% of total site area left in greenspace (80% landscaped)
NA		parking lots and outdoor storage screened with landscaping

Recommendation: Approval of the landscape plan associated with R-PZD 06-2190 with the following conditions.

Conditions of Approval:

1. Existing trees shall be retained, or new trees shall be planted, one per every 30' linear feet along Zion Road (on the east side of entry in front of the multi-family structure).
2. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

From: Travis Dotson
To: Fulcher, Jesse; Garner, Andrew
Date: 8/11/06 2:28PM
Subject: Subdivision Committee Meeting for Thursday, August 17, 2006

Jesse

LSD 06-2189: Metropolitan National Bank - The site plans show no designated area for a dumpster-We will only allow carts for trash removal.

Andrew

LSD 06-2195: Pratt Place Inn - Solid Waste will require an adequate dumpster pad for this location for trash pick-up.

R-PZD 06-2190: Woodbury - all mult-unit dwellings will be required to have dumpsters, after discussion with my boss, Carrol Hill. The dumpster pads should be placed in locations that are easily accessible, and follow all Solid Waste Division recommendations/guidelines.

Thanks
Travis Dotson

CC: Hill, Carrol

August 17, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville AR. 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed rezoning **R-PZD 06-2190: PLANNED ZONING DISTRICT (WOODBURY, 137):** submitted by ENGINEERING, INC. for property located south of Zion Road, and east of Taliesin Lane. The property is zoned R-A, and contains approximately 11.66 acres. The request is for development and rezoning to R-PZD.

It is the opinion of the Fayetteville Police Department that the rezoning will not substantially alter the population density but will not create an undesirable increase on police services. The vehicle traffic from 67 single family and 45 multi-family dwellings will increase traffic danger and congestion on an already congested two-lane road (Zion).

~~In reference to **R-PZD 06-2191: PLANNED ZONING DISTRICT (UNIVERSITY CLUB TOWER, 135):** Submitted by **CRAFTON TULL & ASSOCIATES INC. – ROGERS** for property located north of Lowe's, east of the NWA Mall. The property is zoned R-O and contains approximately 16.11 acres. The request is for a 13 story / approximately 200' tall building with a maximum 83 dwelling units and both surface and underground parking.~~

~~It is the opinion of the Fayetteville Police Department that the zoning of this project will not substantially alter the population density and will not create an undesirable increase on police services. The potential of creating 83 new residences with all vehicular traffic exiting the complex onto an already congested two lane road (Zion), will increase traffic danger and congestion in the area.~~



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: September 6, 2006
Re: August 21, 2006 Zoning Review – Fire Department Comments

PZD06-2190 (Woodbury)

These 11.66 acres are covered by Engine 4 and Ladder 4 located at 3385 N Plainview. It is 2.1 miles from the station with an expected response time of 6 minutes. After the new Station 5 opens at Crossover and Old Wire, the distance will be reduced to 2 miles with an expected response time of 4 minutes.

The Fire Department anticipates 25 (15 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. Measured Hydrant Flow in this area is 1539 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

PZD06-2191 (University Club Towers)

These 16.11 acres is covered by Engine 4 and Ladder 4 at 3385 N Plainview.

It is 1.6 miles from the station with an expected response time of 5 minutes.

The Fire Department anticipates 19 (12 EMS – 7 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

Measured Hydrant Flow in this area is 1500 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this 13 story high rise.

RZN06-2201 (Mariscal)

This 1.5 acres is covered by Engine 7 at 835 Ruppel Road.

It is .6 miles from the station with an expected response time of 2 minutes.

Measured Hydrant Flow in this area is 1532 gallons/minute.

We do not figure anticipated calls for service on properties that are to be zoned C-1 although typically this kind of development does not adversely affect our call volume.

Please feel free to contact me if you have any questions concerning the comments

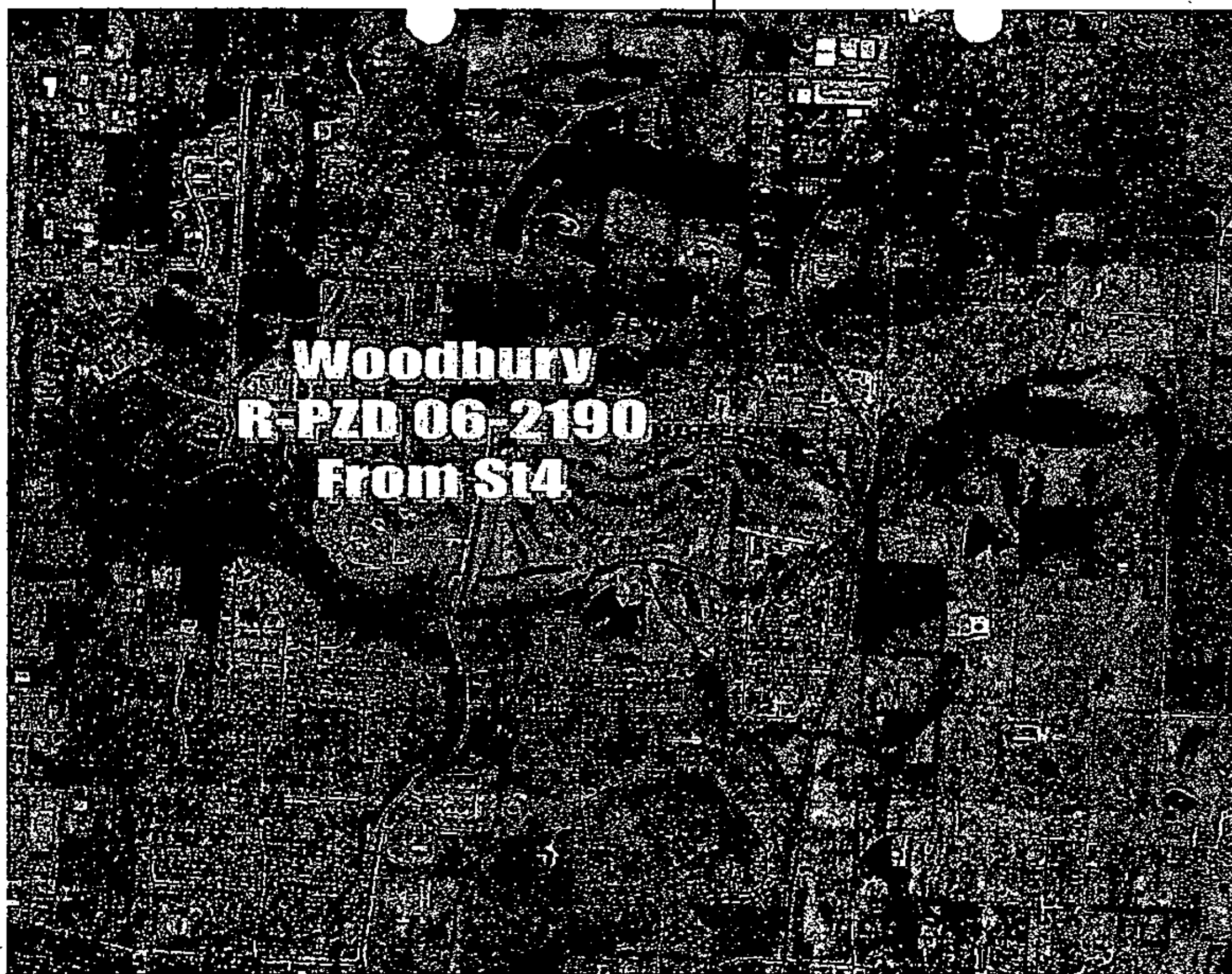
Dale Riggins

Captain Dale Riggins

FINISH

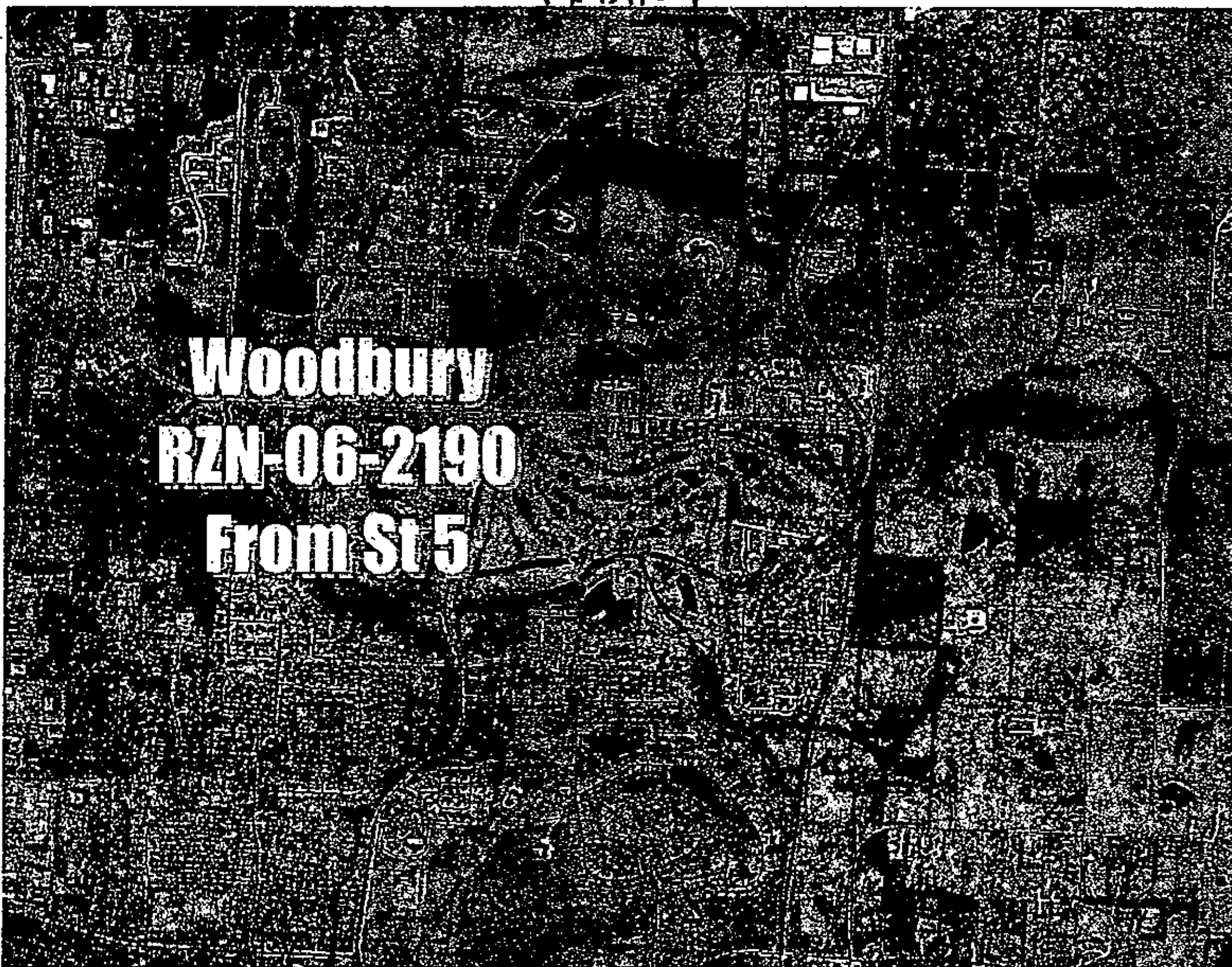
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R-PZD 06-2190 Woodbury
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FINISH

START



STRA

Lindsey Management Co., Inc.

1200 E. Joyce Boulevard ■ P.O. Box 13000 ■ Fayetteville, AR 72703 ■ (479) 521-6686 ■ Fax (479) 527-8787

September 6, 2006

Mike Phillip
L1611 Holdings, LLC
2458 East Joyce Boulevard, Suite 8
Fayetteville, AR 72703

Dear Mike:

Valley Lake, a Limited Partnership hereby conditionally agrees to provide a limited access easement to the developers of Woodbury PZD. The easement will be for the use of allowing emergency vehicles access from the property owned by Valley Lake to the adjacent property being developed by L1611 Holdings, LLC.

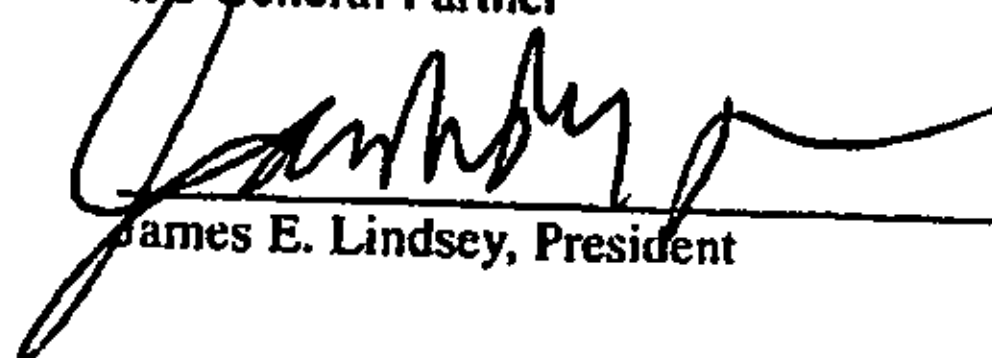
The conditions of final approval are:

- 1) The developers of Woodbury will provide a survey showing the exact location of the access easement;
- 2) Approval from all partners of Valley Lake, a Limited Partnership;
- 3) The developers of Woodbury will bear all costs associated with the access easement including but not limited to survey, legal, gates, locking bollards, concrete and landscaping.
- 4) The developers of Woodbury will at their cost restore any landscaping, fencing, pavement or any other item disturbed by the construction of easement within sixty days after the completion of construction.

If you have any questions, please contact Scott Rogerson at (479) 521-6686.

Valley Lake, a Limited Partnership

By: Valley Lake Management Company, Inc.
It's General Partner


James E. Lindsey, President

WOODBURY SITE ACCESS STUDY

C. 1
R-PZD 06-2190 Woodbury
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Addendum to Zion Gardens Residential Subdivision Traffic Study

INTRODUCTION AND BACKGROUND

This addendum for the Woodbury Development adds to the *Peters and Associates Traffic Study – Zion Gardens Residential Subdivision*.

The intent of this site access study is to determine the impacts of the Woodbury Development on Zion Road. The study area is shown in Figure 1. Woodbury is a single family development with a club house. The surrounding adjacent areas have been developed residential.

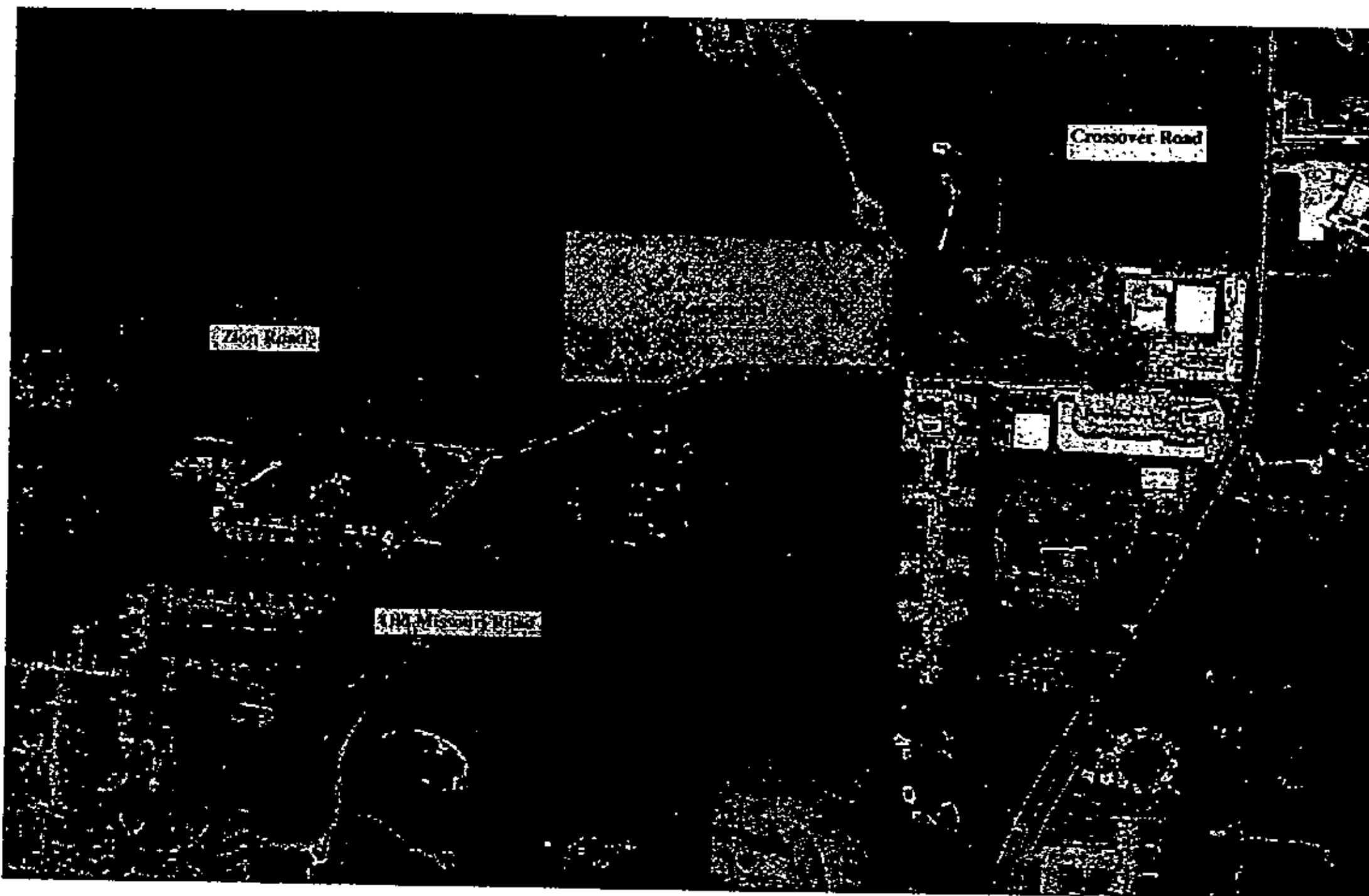
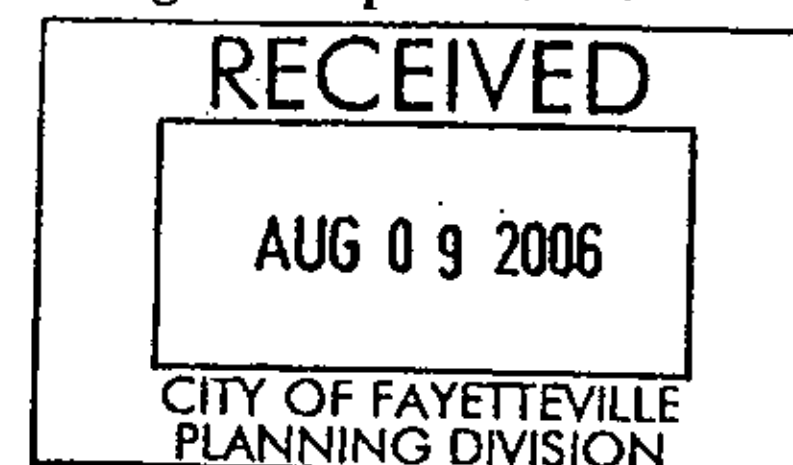


Figure 1. Study Area

WOODBURY – SITE DEVELOPMENT PEAK HOUR TRAFFIC

The project is a single family development. Table 1 shows the land use types, size, 24 hour two way volume, and AM and PM peak hour entering and exiting volumes. Figure 2 shows the layout and distribution of the proposed development traffic in the study area. Traffic was assigned to the area based on the surrounding developments and destinations.

Andrew
Garner



8/8/2006

- 1 -

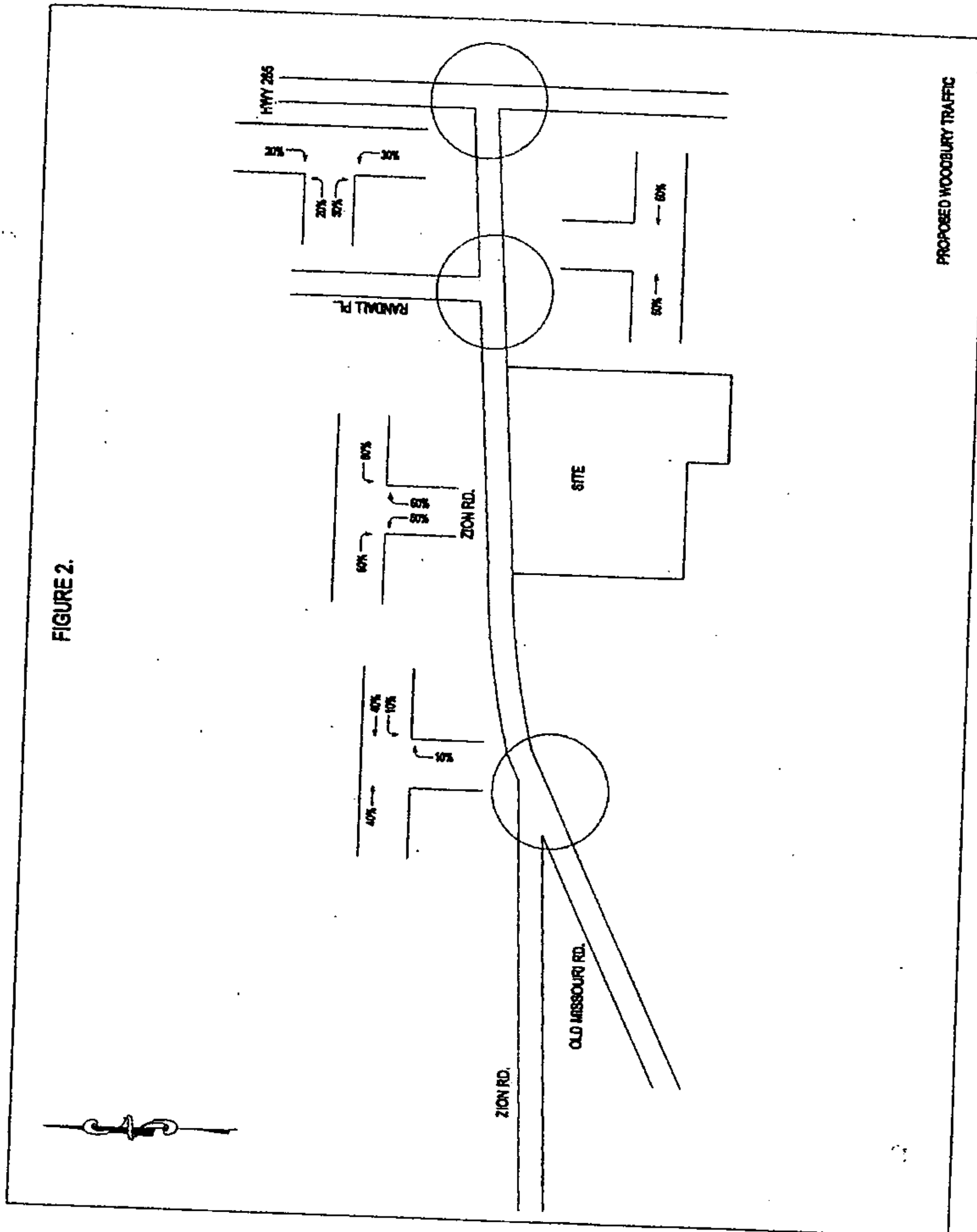
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Carter-Burgess

WOODBURY SITE ACCESS STUDY

C. 1
R-PZD 06-2190 Woodbury
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Addendum to Zion Gardens Residential Subdivision Traffic Study



8/8/2006

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Addendum to Zion Gardens Residential Subdivision Traffic Study

TABLE 1
Summary of Trip Generation

Land Use	Size	Units	24 Hr 2-Way Vol.	AM Pk Hour		PM Pk Hour	
				Enter	Exit	Enter	Exit
Single Family	112	Dwellings	1072	21	63	72	41
Recreation Center	2	Th.Gr.Sq.Ft.	46	2	1	1	2
Totals			1118	23	64	73	43

Note: A zero indicates no data available.

EXISTING PEAK HOUR TRAFFIC WITH SITE DEVELOPED

The combination of the existing traffic with the proposed traffic from the development is shown in Table 2. Table 2 replaces *Table 4 – Level of Service Summary – Projected Traffic Conditions in the Peters Traffic Study*.

TABLE 2 - LEVEL OF SERVICE

PROJECTED TRAFFIC CONDITIONS		Traffic Control	EBLT	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	Overall Intersection
PEAK HOUR		PEAK HOUR - LEVEL OF SERVICE													
AM	Zion Road / Old Missouri Road	SIGN		A		A			C		A				N/A
PM		SIGN		A		A			D		B				N/A
AM	Zion Road / Lantana Lane	SIGN	A				A					B		B	N/A
PM		SIGN	A				A					C		B	N/A
AM	Zion Road / Driveway	SIGN		A		A			B		A				N/A
PM		SIGN		A		A			C		A				N/A
AM	Zion Road / Randall Place	SIGN	A				A					B		B	N/A
PM		SIGN	A				A					B		B	N/A
AM	Zion Road / Crossover (Hwy 265)	SIGNAL	C		C				A	A				B	B
PM		SIGNAL	C		C				B	A				B	B

RECOMMENDATIONS

The Woodbury Development traffic combined with the existing background traffic and proposed *Zion Gardens Residential Subdivision* does not adversely effect the intersections along Zion Road at Old Missouri Road, Lantana Lane (future), Randall Place, and Crossover. The LOS at each intersection is at LOS D or better. The addition of the Woodbury traffic to the *Zion Gardens Traffic Study* does not greatly impact the existing driveway further than found in the *Peters' Study*. No additional recommendations are being made with this addendum.

Woodbury Site Access
Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes
August 08, 2006

Land Use	Size	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
			Enter	Exit	Enter	Exit
Single Family Detached Housing						
112 Dwelling Units		1072	21	63	72	41
Recreation Community Center						
2 Th.Gr.Sq.Ft.		46	2	1	1	2
Total		1118	23	64	73	43

Note: A zero indicates no data available.

TRIP GENERATION BY MICROTRANS

PRELIMINARY COST ESTIMATE



2758 Millennium Drive, Fayetteville, AR 72703
Phone 479-582-4234 Fax 479-582-9254

Date: 09/12/06

PROJECT NAME: WOODBURY

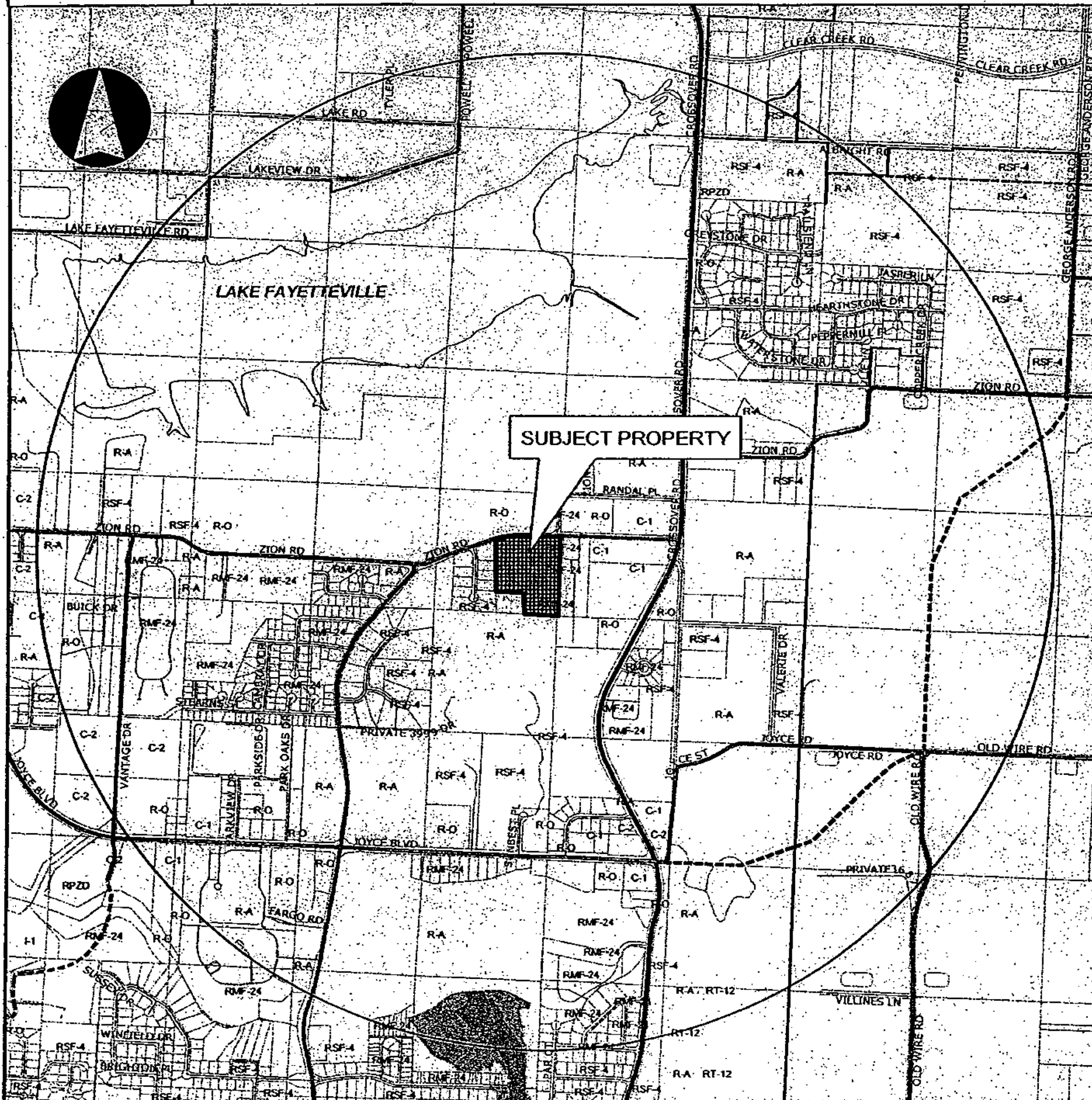
STUB-OUT ESTIMATE

Item No.	Unit	Description of Item	Planned Quantity	ENGINEER'S ESTIMATE	
				Unit Price	Extended Amount
1	CY	Undercut & Haul Off	35	4.50	157.50
2	TY	Select Fill (Red Hillside)	25	8.50	212.50
3	SY	Asphalt Streets @ 4" ACHM Base & 2" ACHM Surface	30	26.00	780.00
4	LF	Remove and Dispose of Existing Curb and Gutter	80	3.00	240.00
5	LF	Curb and Gutter (New)	30	9.50	285.00
			TOTAL		\$ 1,675.00

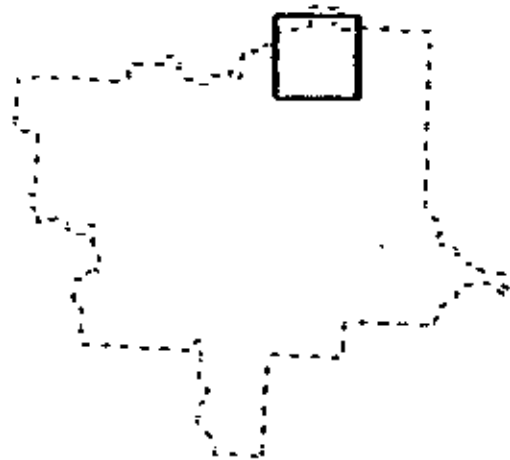
RPZD06-2190

One Mile View

WOODBURY



Overview



Legend

Subject Property
RPZD06-2190

Boundary

Planning Area
Overlay District
Outside City

Legend

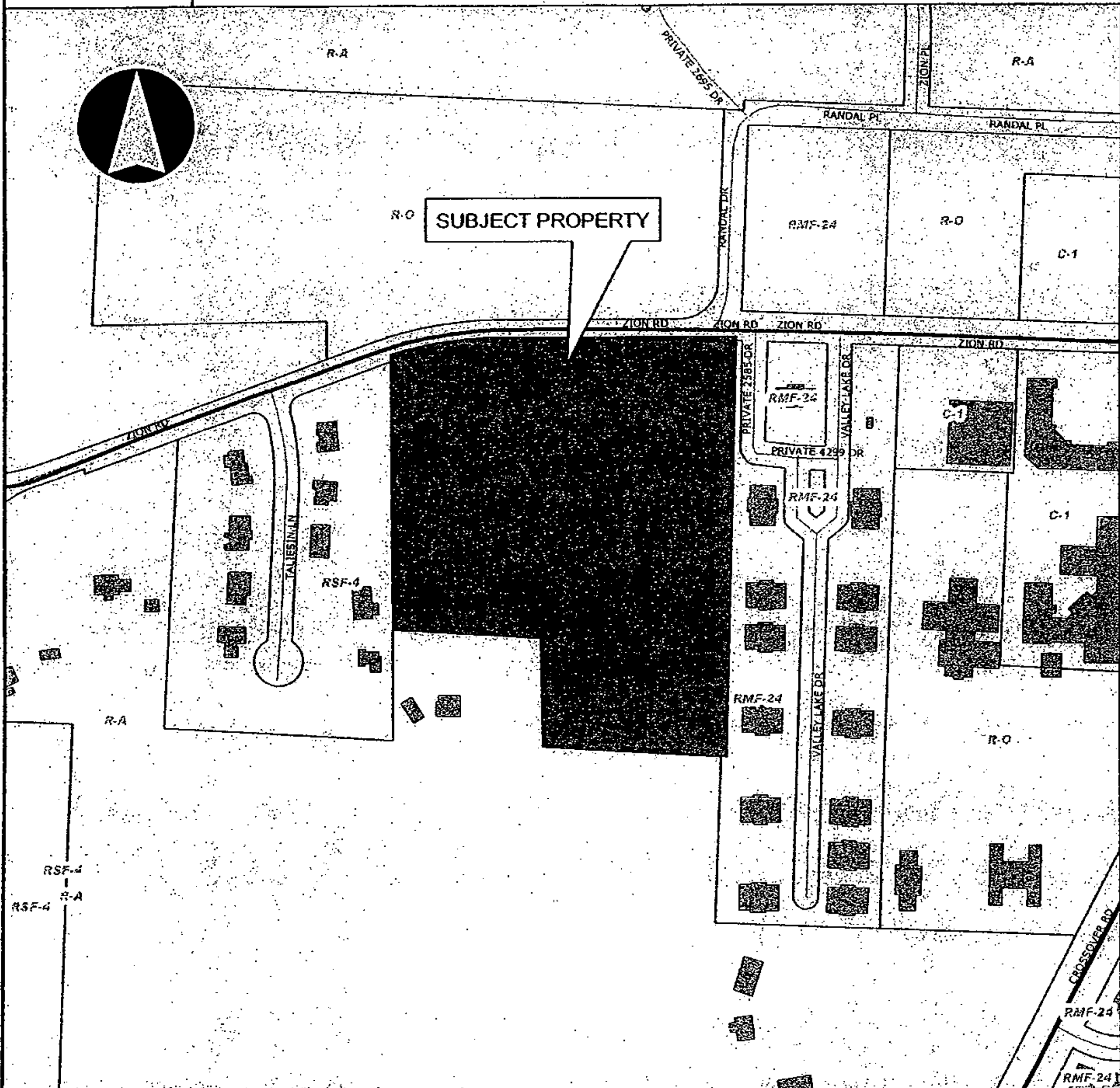
Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

RPZD06-2190

Close Up View

WOODBURY



Overview

Legend

- ○ ○ ○ ○ Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RPZD06-2190
- vector.GDB.Footprint_2004
- Hillside+Hilltop Overlay District

0 125 250 500 750 1,000 Feet

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

3-Oct-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

VAC 06-2136: (Petunia Court, 371): Submitted by John Carpenter for property located between Lots 31 and 32 of Glenbrook Phase II. The property is zoned RSF-4, Residential Single-family, 4 Units per Acre. The request is to vacate a street right-of-way that has not been constructed.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name
	\$ -	

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature]
Department Director

9-12-06
Date

Previous Ordinance or Resolution # n/a

[Signature]
City Attorney

9-13-06

Original Contract Date: n/a

Original Contract Number: n/a

Paul A. Becher
Finance and Internal Service Director

9-13-06
Date

Received in City Clerk's Office
ENTERED
9-13-06

Mayor

Date

Received in Mayor's Office
ENTERED
9/13/06

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: September 8, 2006

Subject: Right-of-way for Wilkins/Petunia Court (VAC 06-2136)

RECOMMENDATION

The Planning Commission recommends approval of an ordinance vacating 50' of unconstructed right-of-way located between Lots 31 and 32 of the Glenbrook Subdivision Phase II.

Planning Staff recommends denial of the subject request, finding that a secondary means of ingress/egress to this neighborhood is beneficial for emergency and service vehicles, and meets the City's policies of connectivity.

BACKGROUND

The subject property is located south of State Highway 45 (Mission Boulevard) in the Glenbrook Subdivision and is a 50' right-of-way located between Lots 31 and 32. The final plat for the Glenbrook Subdivision was approved by the City in 1994 requiring a 50' future street easement for connectivity to the north, a vacant tract of land zoned commercially.

The applicant requests to vacate a 50' right-of-way in order to avoid a potential street connection between Glenbrook Subdivision and the commercial property to the north. It should be noted that the 50' easement is located within a larger piece of property. If vacated, a home could be constructed on the property without any variances or waivers. The ability to create an additional, buildable lot was discussed during the preliminary and final plat reviews of the subject subdivision. Conditions recommended by the Planning Commission as part of this vacation request would preclude an additional home, as provisions for emergency access is required.

DISCUSSION

Notification was provided to all appropriate utility representatives and to the City. This item was heard on at the regular Planning Commission on July 10, 2006. The Planning Commission voted 7-1-0 to recommend this vacation request to the City Council. A condition of approval was added regarding the use of the property for emergency access, stating that "the subject right-of-way if vacated by the City Council shall remain as an

access easement. At the time of development of the adjacent commercial tract, the developer shall provide emergency and pedestrian access only from the commercial tract to Petunia Court, subject to approval of the Planning Commission."

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VAC 06-2136 SUBMITTED
BY JOHN CARPENTER FOR PROPERTY LOCATED BETWEEN LOTS 31 & 32
OF GLENBROOK PHASE II, VACATING UN-CONSTRUCTED RIGHT-OF-
WAY WITHIN THE SUBJECT PROPERTY.**

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted street easement is not required for corporate purposes.

**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 vacates and abandons the following described street easement:

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

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein.

1. **A 10' utility easement shall be dedicated from the center of the existing sewer line along the west side of the subject property.**
2. **The subject right-of-way if vacated by the City Council shall remain as an access easement. At the time of development of the adjacent commercial tract, the developer shall provide emergency and pedestrian access only from the commercial tract to Petunia Court, subject to approval of the Planning Commission.**
3. **A revised survey shall be submitted indicating the location of the existing utility easements.**

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

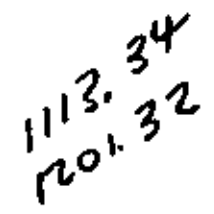
ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2136

A TRACT OF LAND IN GLENBROOK SUBDIVISION, PHASE II, TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID TRACT BEING SHOWN ON THE PLAT OF SAID SUBDIVISION AS BEING RESERVED FOR FUTURE STREET EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBERED THIRTY-TWO (32) OF SAID SUBDIVISION, SAID POINT BEING AN EXISTING IRON REBAR; THENCE EAST 13.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 50.00 FEET TO A POINT WHICH IS 13.50 FEET WEST OF THE NORTHWEST CORNER OF LOT NUMBERED THIRTY-ONE (31) OF SAID SUBDIVISION; THENCE SOUTH 103.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PETUNIA COURT, SAID POINT BEING ON A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 2.76 FEET, THE CHORD FOR WHICH BEING S43°22'37"W 2.76 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY 21.03 FEET, THE CHORD FOR WHICH BEING S65°54'33"W 20.41 FEET TO THE POINT OF TANGENCY; THENCE WEST 42.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT THIRTY-TWO (32); THENCE NORTH 2.80 FEET ALONG THE EAST LINE OF SAID LOT THIRTY-TWO (32) TO A POINT ON A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE LEAVING THE EAST LINE OF SAID LOT THIRTY-TWO (32) AND RUNNING NORTHEASTERLY ALONG SAID CURVE 27.32 FEET, THE CHORD FOR WHICH BEING N31°18'15"E 25.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88.34 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES (5725.2 SQUARE FEET), MORE OR LESS.

JIM LINDSEY PROPERTY



CURVE 'D'

$\Delta = 62^{\circ} 36' 46''$
 $R = 25.00$
 $L = 27.32'$
 $CH = N 31^{\circ} 18' 15'' E$
 $25.98'$

CURVE 'B'

$\Delta = 22^{\circ}15'19''$

$R = 50.00'$

$L = 19.42'$

$\angle H = N 53^{\circ}09'14'' E$

DESCRIPTION OF STREET TO BE VACATED

A TRACT OF LAND IN GLENBROOK SUBDIVISION, PHASE II, TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID TRACT BEING SHOWN ON THE PLAT OF SAID SUBDIVISION AS BEING RESERVED FOR FUTURE STREET EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBERED THIRTY-TWO (32) OF SAID SUBDIVISION, SAID POINT BEING AN EXISTING IRON REBAR; THENCE EAST 13.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 50.00 FEET TO A POINT WHICH IS 13.50 FEET WEST OF THE NORTHWEST CORNER OF LOT NUMBERED THIRTY-ONE (31) OF SAID SUBDIVISION; THENCE SOUTH 103.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PETUNIA COURT, SAID POINT BEING ON A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 2.76 FEET, THE CHORD FOR WHICH BEING S43°22'37"W 2.76 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY 21.03 FEET, THE CHORD FOR WHICH BEING S65°54'33"W 20.41 FEET TO THE POINT OF TANGENCY; THENCE WEST 42.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT THIRTY-TWO (32); THENCE NORTH 2.80 FEET ALONG THE EAST LINE OF SAID LOT THIRTY-TWO (32) TO A POINT ON A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE LEAVING THE EAST LINE OF SAID LOT THIRTY-TWO (32) AND RUNNING NORTHEASTERLY ALONG SAID CURVE 27.32 FEET, THE CHORD FOR WHICH BEING N31°18'15"E 25.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88.34 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES (5725.2 SQUARE FEET), MORE OR LESS.

ADDRESS: PETUNIA COURT
FAYETTEVILLE, ARKANSAS



PC Meeting of July 10, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: July 5, 2006 Updated July 11, 2006

VAC 06-2136: (WILKINS/PETUNIA COURT; pp 371) Submitted by JOHN CARPENTER/REMAX for property located at BETWEEN LOTS 31 & 32 OF GLENBROOK PHASE II. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE. The request is to vacate a street right-of-way that has not been constructed.

Planner: JESSE FULCHER

Findings:

Property Description and Background: The subject property is located south of State Highway 45 (Mission Boulevard) in the Glenbrook Subdivision and is a 50' right-of-way located between Lots 31 and 32. The final plat for the Glenbrook Subdivision was approved by the City in 1994 requiring a 50' future street easement for connectivity to the north, a vacant tract of land.

Request: The applicant's request is to vacate a 50' right-of-way in order to avoid a potential street connection between Glenbrook Subdivision and the commercial property to the north. It should be noted that the 50' easement is located within a larger piece of property. If vacated, a home could be constructed on the property without any variances or waivers. The ability to create an additional, buildable lot was discussed during the preliminary and final plat reviews of the subject subdivision.

The applicant has submitted the required notification forms to the utility companies and to the City with the results summarized below.

UTILITIES

Ozarks Electric

Cox Communications

RESPONSE

No Objections

No Objections*

Southwestern Electric Power Company No Objections*

Arkansas Western Gas No Objections

Southwestern Bell Telephone No Objections*

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer No Objections*

Transportation No Objections

Solid Waste No Objections

Engineering No Objections

*** There are two existing easements that are not indicated on the survey, but were filed of record with the final plat document. All existing utility easements (20' on north property line and 25' on south property line) are to remain as indicated on the final plat.**

Public Comment: The applicant has submitted the required notification forms to the adjacent property owners. Adjacent property owners had no objections to the proposed vacation. Further, these property owners strongly encourage the abandonment of this right-of-way citing that a street connection through the subject area would result in safety concerns, and increased traffic.

Recommendation: Staff finds that vacating the right-of-way would be inconsistent with City of Fayetteville policy to encourage street connectivity. City of Fayetteville Guiding Policy 9.19d states:

Discourage perimeter walls and guard houses around the perimeter of new residential developments and promote "connectivity" to increase accessibility and provide more livable neighborhoods.¹

This policy was created with the intent to provide street connectivity which allows drivers and pedestrians more than one choice into and out of a subdivision or development and more choices when driving or walking through the City. Street connectivity allows for smoother traffic flow and reduces congestion at intersections and on road segments, which ultimately results in safer conditions for drivers and pedestrians.

The ability to connect to the undeveloped property to the north was found to be necessary after a substantial amount of discussion and analysis in 1993-1994 (see Planning Commission and Subdivision Committee minutes). Vacating the subject 50' right-of-way stub-out would eliminate a potential second point of ingress/egress to the 61 lot

¹ Fayetteville, City of. General Plan 2020. 2001 Revision

subdivision. Currently, all property owners within Glenbrook Phases I and II must utilize Glenbrook Place for sole access onto Mission Boulevard. The subject stub-out was designed to provide an eventual second point of connectivity from Glenbrook to the north. This connection was designed to help improve traffic flow into and out of the Glenbrook Subdivision for residents, emergency and other public service vehicles. The rationale that originally led to the creation of this right-of-way stub-out is still valid and the right-of-way is still needed. The likelihood of this future connection creating cut-through traffic is low, for there is no place to which a motorist could travel as a short cut elsewhere. Rather, this future connection could allow residents of the neighborhood a means to access the developing neighborhood commercial property without accessing the busy state highway arterial multiple times. The desires of the existing home owners are certainly taken into consideration; however, the long-term effects of not providing street connectivity are far-reaching, beyond this development and existing property owners. Staff finds that vacating this right-of-way would be inconsistent with adopted city policies.

The 4.02 acre property to the north has been recently split into 2.65 and 1.37 acre tracts, with an approved large scale development on the 1.37 acre tract. However the 1.37 acre tract is not adjacent to the subject 50' right-of-way, therefore connectivity will be evaluated with development of the 2.65 acre tract.

Based on these findings, staff recommends denial of the proposed right-of-way vacation VAC 06-2136. *The Planning Commission recommending forwarding the subject request with added conditions of approval.*

If the Planning Commission forwards the request to vacate the subject right-of-way, the following conditions of approval shall be addressed prior to City Council:

1. A revised legal description shall be submitted indicating only that portion of the right-of-way that is to be vacated.
2. A revised survey shall be submitted indicating the location of the existing utility easements.
3. A 10' utility easement shall be dedicated from the center of the existing sewer line along the west side of the subject property.
4. *The subject right-of-way if vacated by the City Council shall remain as an access easement. At the time of development of the adjacent commercial tract, the developer shall provide emergency and pedestrian access only from the commercial tract to Petunia Court, subject to approval of the Planning Commission.*

CITY COUNCIL ACTION: Required
PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled
Date: July 10, 2006

Motion: Clark
Second: Trumbo
Vote: 7-1-0

Comments: See conditions of approval.

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By _____

Title _____

Date _____

From: Matt Casey
To: Fulcher, Jesse
Date: 7/5/06 3:14PM
Subject: Vacation Comments

Jesse,

I have no comments or objections for the Vacation for Corral.

On The Vacation for Carpenter, they need to dedicate an easement 10' from the center of the existing sewer line along the west side of the subject property.

Matt Casey, P.E.
Assistant City Engineer
City of Fayetteville
Engineering Division

MINUTES OF A SUBDIVISION COMMITTEE MEETING

A meeting of the Fayetteville Subdivision Committee was held on Thursday, July 29, 1993 at 10:30 a.m., in Room 111 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Jerry Allred and Bob Reynolds

MEMBERS ABSENT: Kenneth Pummill

OTHERS PRESENT: Don Bunn, Tim Conklin, Dave Jorgensen, Bill Rudasill, Dee Wright, Sharon Langley, and others

PRELIMINARY PLAT - GLENBROOK SUBDIVISION, PHASE II GORDON WILKINS - S OF MISSION, W OF CROSSOVER

The first item was a request for approval of a preliminary plat for Glenbrook Subdivision, Phase II, presented by Dave Jorgensen on behalf of Gordon Wilkins for property located south of Mission, west of Crossover Road. The property is zoned R-1, Low Density Residential, and contains 10 acres with 32 proposed lots.

Mr. Jorgensen pointed out a connecting street between the subject subdivision and Glenbrook Phase I. He further advised there was commercial property to the north of the subject tract.

Mr. Conklin advised they would require a waiver for the length of the street and a tree preservation plan. He further advised Mr. Bunn had mentioned an easement going over to Highway 265.

Mr. Jorgensen stated they had not yet worked out the easement but, when they worked on the plans, they would get it worked out.

Mr. Allred asked if they could tie this subdivision into Boardwalk.

Mr. Conklin pointed out Boardwalk was in final plat stage.

MOTION

Mr. Reynolds moved to forward the plat to the full Planning Commission with staff comments.

Mr. Allred seconded the motion.

August 4, 1993

Zed Johnson
937 W. Willow
Louisville, CO 80027

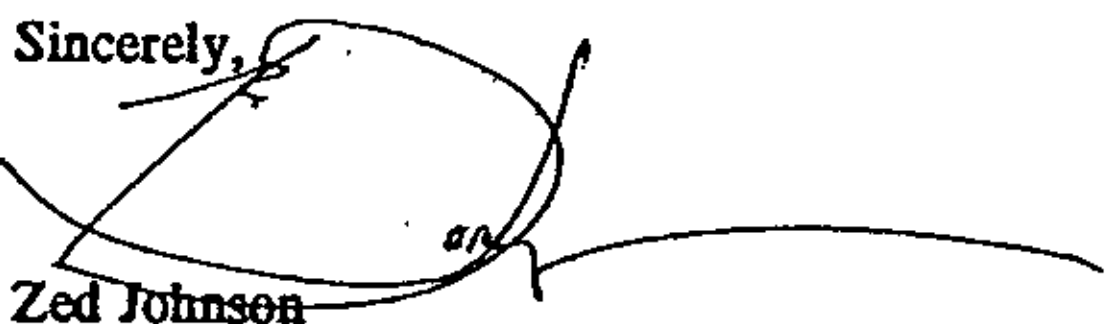
Tim Conklin
Assistant City Planner
Administration Building
113 W. Mountain
Fayetteville, AR 72701

Dear Tim:

Per our phone conversation Wednesday morning, I wish to reiterate that regarding the proposed Glenbrook Phase II development, it was specifically agreed with the developer that the only access to the property would be from the west (Glenbrook Phase I). No access to this property will be provided from the Johnson property directly to the north. Currently, this northern parcel, zoned C-1, has no plans for future development. However, while a rear access might possibly be incorporated in plans at a future time, the location that would be appropriate is not clear at this time. Certainly no access through the Johnson property will be allowed for the indefinite future and possibly never. An additional concern is the street dead ending at the property line. This opening through the development will stimulate the residents to walk across the Johnson property to the Mercantile and Hot Wheels Mini Marts at the intersection of 265 and Highway 45. This crossing of the Johnson property is not desirable, having obvious liability and vandalism issues.

Please review these issues and advise. With the upcoming planning commission meeting on August 9th, we would appreciate a response as soon as possible. Please call me at 303-665-5401.

Sincerely,


Zed Johnson

xc: Mr. Keith Robbins
Century 21 Robbins Realty
2818 W 6
Fayetteville, AR 72701

Mr. Zed Johnson Sr.
Route 13 Box 640
Fayetteville, AR 72701

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville Planning Commission

FROM: City Engineer

SUBJECT: Preliminary Plat, Glenbrook Subdivision
South of Mission, West of Crossover Rd
Zoned R-1, Low Density Residential

DATE: August 5, 1993

This preliminary plat is being submitted by Jorgensen and Associates on behalf of the owner, Gordon Wilkins of Fayetteville. The development consists of 32 single family lots on 10 acres.

The utility companies requested several additional easements and several crossings which were agreed to by the owner. Staff remarks included comments on the location of sidewalks, street names, the need for a drainage and grading plan, and water service.

The Subdivision Committee voted to forward the Preliminary Plat to the full Planning Commission with Staff comments.

Since the Subdivision Committee reviewed the plat, it was decided by the owner that the connection to the north would not be a part of the preliminary plat.

It is the recommendation of the Staff that the Preliminary Plat be approved subject to:

1. Plat Review and Subdivision Committee comments,
2. Approval of detailed plans for water, sewer, streets, and drainage,
3. Approval of a grading and drainage plan,
4. Construction of sidewalks and the payment of parks fees in accordance with City Ordinances, and
5. Conformance with the City's Tree Preservation Ordinance.

Planning Commission
August 9, 1993
Page 3

PRELIMINARY PLAT - GLENNBROOK ADDITION, PHASE II
GORDON WILKINS - S OF MISSION, W OF CROSSOVER

The next item was a preliminary plat for Glennbrook Addition, Phase II, submitted by Dave Jorgensen on behalf of Gordon Wilkins for property located south of Mission and west of Crossover. The property is zoned R-1, Low Density Residential, and contains 10.0 acres with 33 lots.

Mr. Bunn stated the utility company representatives had requested several additional easements and several crossings which were agreed to by the owner. He further stated staff comments had included comments on the location of sidewalks, street names, the need for a drainage and grading plan, and water service.

He advised the Subdivision Committee voted to forward the Preliminary Plat to the full Planning Commission with staff comments. He noted that, since the subdivision committee had reviewed the plat, it was decided by the owner that the connection to the north would not be a part of the preliminary plat. He stated that staff did believe that right-of-way should be left open to the north to provide a future access directly to Highway 45.

Mr. Bunn recommended approval of the preliminary plat subject to plat review and subdivision committee comments; approval of detailed plans for water, sewer, streets, and drainage; approval of a grading and drainage plan; construction of sidewalks and the payment of parks fees in accordance with city ordinances; conformance with the city's tree preservation ordinance; and the provision of a right-of-way to the north in the vicinity of the cul-de-sac (lots 31 or 32) to be used as access to Highway 45 at some point in the future.

Mr. Allred stated there had been only 32 lots on the plat when presented to the subdivision committee. He asked if the access were provided it would be the same as the original plat.

Mr. Bunn stated it would. He explained that, by eliminating the access to the north, the applicants were able to create one more lot. He noted that, by adding the access back in, the subdivision would go back down to 32 lots.

Mr. Reynolds stated he was in favor of staff recommendations regarding access to the north be provided.

Ms. Little explained there was an intervening piece of property between the subdivision and Highway 45 which was zoned commercial.

Mr. Bunn explained they would not need all of lot 32 for the access easement so some of the lot lines would have to be re-drawn.

Ms. Britton asked where the access had originally been shown.

Mr. Reynolds stated it had been on lot 32.

Ms. Little showed Ms. Britton the original plat showing the access.

Mr. Jorgensen explained the adjacent property owners, the Johnsons, did not want the access through their property. He stated they had written a letter expressing their desire that the access be removed. He explained the applicant was purchasing the property from the Johnsons. He stated Mr. Johnson believed the access would render his commercial property less valuable. He advised the petitioner desired to work with the city but also had to please Mr. Johnson. He proposed providing a 50-foot right-of-way instead of putting in a street.

Planning Commission
August 9, 1993
Page 4

→ Ms. Britton asked if the developer would be required to pave the street to the property line.

→ Ms. Little explained the city had recently begun requiring the pavement of all stub outs so the persons who purchased the lots on either side understood there would be a street at that location. She further expressed her belief that, in this case, it would be acceptable for the Commission to allow for just the right-of-way, especially since the property did not adjoin any other residential areas.

→ Ms. Britton stated she believed it was a good idea to go ahead and pave it. She explained that if someone purchased the commercial property they would understand the right-of-way was intended as a street. She pointed out most people did not see their plats.

→ Ms. Little noted that, at the time the commercial property was considered for a large scale development the issue could be addressed.

Ms. Britton stated that, sometimes, was too late.

Mr. Tarvin pointed out one of the problems with paving the stub out at this time was that it might not match up with the grade on the adjacent property.

Mr. Allred also expressed concern that delivery trucks, etc. could take short cuts through the residential area.

Ms. Britton disagreed, stating that would not be a short cut.

Mr. Allred asked who would bear the cost of paving the roadway if, in the future, it was determined the roadway should go through.

Ms. Little stated it was usually the city's responsibility when there was a dedicated right-of-way and the need for a street occurred.

In response to a question from Mr. Tarvin, Mr. Jorgensen explained traditionally staff wanted two means of access to a tract. He further stated it was the petitioner's wish to not have the stub out.

Mr. Suchecki stated there would be a 50-foot access easement so that, if sometime in the future someone wanted to develop the commercial property, the roadway would be there.

Mr. Jorgensen explained the commercial property to the north really needed a street. He stated the problem was Mr. Johnson did not want a street dividing his commercial property; there was a possibility the property would be developed as one tract. He went on to say the petitioner would prefer to not dedicate the right-of-way but would do so.

Ms. Britton asked how many lots were in Phase I.

Mr. Jorgensen stated there would be 28 lots in Phase I.

Ms. Britton pointed out there were approximately 60 homes on a single access.

Mr. Springborn stated it appeared the applicant believed the roadway would not be extended but was willing to hold it for some time into the future in the event the adjoining property owner changed his mind. He pointed out if the access was not paved the applicant could request the right-of-way be abandoned, another lot made and sold.

Planning Commission
August 9, 1993
Page 5

→ Mr. Reynolds expressed his opinion the 50-foot right-of-way should be required in order to provide another outlet if it was needed in the future. He stated if it was not needed, it would revert to the adjoining land owners.

MOTION

→ Mr. Springborn moved to approve the preliminary plat subject to the provision of right-of-way across lot 32 and subject to staff comments.

Ms. Britton seconded the motion.

The motion carried unanimously.

→ Ms. Little asked for clarification so the minutes would reflect the motion did require the provision of right-of-way but not the paving of the right-of-way.

Mr. Suchecki stated that was correct.

Subdivision Committee
March 17, 1994
Page 3

FINAL PLAT - GLENBROOK ADDITION, PHASE II
DANNY VILLINES - W OF HWY 265, S OF HWY 45

The next item was a final plat for Glenbrook Addition, Phase II submitted by Dave Jorgensen on behalf of Danny Villines for property located west of Highway 265, south of Highway 45. The property contains 10 acres with 32 proposed lots. The property is zoned R-1, Low Density Residential.

→ Mr. Jorgensen pointed out the easement for future access between lots 31 and 32 and advised the owner to the north did not want the access nor did the owner of the subject property want such access.

→ Mr. Conklin explained the reason the access had originally be required was because there was only one access into the subdivision. He reminded the Committee cul-de-sacs over 500 feet were not allow and pointed out the entire subdivision was a large cul-de-sac.

Mr. Pummill asked if Mr. Jorgensen knew Mr. Johnson's plans for the property to the north.

Mr. Jorgensen stated he was not aware of Mr. Johnson's plans but knew he did not want the access from the south.

→ Mr. Nickle advised he would prefer to leave the access easement in place, and noted it could be vacated later if it was not used.

MOTION

Mr. Suchecki moved to forward the plat to the full Planning Commission.

Mr. Nickle seconded the motion.

MINUTES OF A MEETING OF THE
FAYETTEVILLE CITY PLANNING COMMISSION

A meeting of the Fayetteville Planning Commission was held on Monday, March 28, 1994 in the Board of Directors Room on the second floor of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Robert E. Reynolds, Gary R. Head, Tom Suchecki, Jana Lynn Britton, Charles Nickle, Jerry Allred, Phyllis Hall Johnson, Joe Tarvin, and Kenneth Pummill

OTHERS PRESENT: Alett Little, Tim Conklin, Don Bunn, Jerry Rose, Sharon Langley, members of the press and others

CONSENT AGENDA:

Commissioner Britton requested items C. and D. on the consent agenda be discussed and voted on separately.

MINUTES:

Approval of the minutes of the regular Planning Commission meeting of March 14, 1994.

FINAL PLAT - GLENBROOK PHASE II

A final plat of Glenbrook Phase II submitted by Dave Jorgensen on behalf of Danny Villines for property located south of Mission, west of Crossover Road. The property is zoned R-1, Low Density Residential and contains 10 acres with 32 proposed lots.

MOTION

A motion was made by Mr. Suchecki to approve the consent agenda excluding items C. and D.

The motion was seconded by Mr. Pummill.

The motion carried 9-0-0.

OCT-20-2005 THU 02:57

OCT-20-2005 THU 12:20 PM

JOHN K. CARPENTER

FAX No. 415.45741

P. 01

C. 2

VAC 06-2136 Petunia Court
Page 22 of 38

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 10/20/05

UTILITY COMPANY: Ozarks Electric

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: See attached survey for legal.

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Mike Rhipps
Signature of Utility Company Representative

System STAKING TECH
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 10/20/05

UTILITY COMPANY:

Cox CommunicationsREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:

See attached survey for
legal.

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

NEED 20' U.E. ALONG NORTH PROPERTY LINE THAT
MATCHES UP TO EXISTING U.E.'S ON LOTS 31 AND 32.

Signature of Utility Company Representative

Title

PLANNER

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 10/20/05

UTILITY COMPANY: SWEPCO

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: See attached survey for legal

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

The north 20' of this lot is a UE and is described in the Filed Glenbrook Phase II Final Plat. SWEPCO retains the easement (20') on the N boundary.

Kenny Sullivan
Signature of Utility Company Representative

Title



**SOUTHWESTERN
ELECTRIC POWER
COMPANY**

A unit of American Electric Power

Kenny Sullivan
Distribution Right of Way Associate

Southwestern Electric Power Company
101 W Township St
Fayetteville, AR 72703 2823
AEP.com

479-973-2303
audinet 8-759-2303
fax 479-973-2326
cell 479-530-1681
ktsullivan@aep.com

FEB-20-2006 MON 01:53 PM

HN K. CARPENTER

FAX N 796845741

VAC 06-2136 Petunia Court
Page 25 of 38

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 2/20/06UTILITY COMPANY: Arkansas Western GasREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: See attached Survey(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company Representative

Title

NW REGIONAL MANAGER

Received Time Feb. 20. 1:59PM

February 2004
Page 3

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/20/06UTILITY COMPANY: SWBTREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☒ Street right-of-way

PETUNIA COURT

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: All attached survey.

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

**ALL EXISTING UTILITY EASEMENTS
TO REMAIN**Susan K. Clouser

Signature of Utility Company Representative

Manager - Engineering Design

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 1.4.06UTILITY COMPANY: Fayetteville City Water & SewerREQUESTED VACATION (applicant must check all that apply):

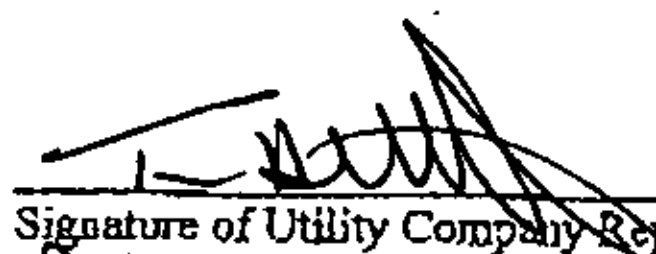
- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: see attached survey for legal(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

that The Sewer Easements stay as is For maintance
Signature of Utility Company RepresentativeWater & Sewer Superintendent
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSRECEIVED
APR 03 2006
PLANNING DIV.DATE: 1-4-06UTILITY COMPANY: Freightville City Water & SewerREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: see attached survey for legal(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

as Long That all water + sewer easements stay as they
are, Sewer main is currently within 25 ft building
Set back.

Randall Patrick
Signature of Utility Company Representative

Filed Service Rep
Title

ROMAN & ASSOC.
GLEN BROOK SUB PH II

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 1.4.06UTILITY COMPANY: Fayetteville City StreetsREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: See attached survey for legal.(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature] 1/4/06
Signature of Utility Company Representative

Title

Transportation SuptOperations Dept.CITY OF FAYETTEVILLETransportation DivisionPH 575-8227

JAN-04-2006 WED 09:09 AM

K. CARPENTER

FAX No. 15741

VAC 06-2136 Petition Court
Page 30 of 38

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 1.4.06UTILITY COMPANY: Fayetteville City SanitationREQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

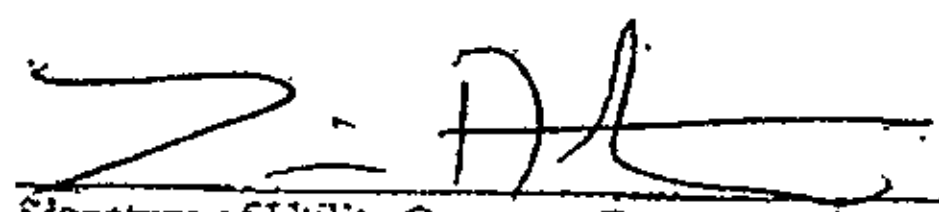
I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: See survey for legal.

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)


Signature of Utility Company RepresentativeCommercial Solid Waste Rep.
Title

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACTION REQUESTS

Date: 10/24/05
Address/location of vacation: Petunia Court
Adjacent property address: 2683 Petunia Court
Lot: 29 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

A street on that lot would ruin
the neighborhood and jeopardize the
safety of its residents, especially the
children who live in the cul-de-sac.

Caroline Snodgrass
Name of Property Owner (printed)

Caroline Snodgrass
Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACTION REQUESTS

Date: 10/24/05
Address/location of vacation: Petunia Court
Adjacent property address: 2655 Petunia Court
Lot: 27 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

We do not want to have a street made here. One of
the reasons we bought here was the one street entrance
to exit. This would ruin the neighborhood extremely.

KENNETH MORAN & Jacquelyn A. Moran
Name of Property Owner (printed)

Kenneth Moran & Jacquelyn A. Moran
Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 10/24/05

Address/location of vacation: Petunia Court

Adjacent property address: 2638 Petunia Court

Lot: 32 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

We do not think a street easement is in the best interest of the community. We would be happy to attend any council meetings to express our opinion.

Bill & Mary Frances Hemm

William Hemm
Name of Property Owner (printed)

444-0107 - home
466-8175 - Bill's cell
479-845-3702 - Bill's work

[Signature]
Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACTION REQUESTS

Date: 10/24/05
Address/location of vacation: Petunia Court
Adjacent property address: 2622 Petunia Court
Lot: 1 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

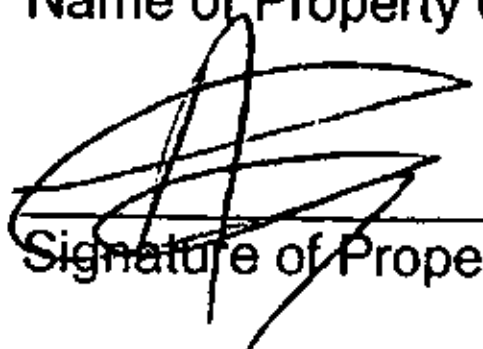
I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

AIMEE GATLIN
Name of Property Owner (printed)


Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

**FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACTION REQUESTS**

Date: 10/24/05

Address/location of vacation: Petunia Court

Adjacent property address: 2682 Petunia Court

Lot: 30 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Maureen G. Butler
Name of Property Owner (printed)

Maureen G. Butler
Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: 10/24/05
Address/location of vacation: Petunia Court
Adjacent property address: 2670 Petunia Court
Lot: 31 Block: 0 Subdivision: Glenbrook II

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement described as follows:

See Attached Survey

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
☒ I do not object to the vacation described above.
☐ I do object to the requested vacation because:

Patricia D. Blasingame
Name of Property Owner (printed)

Pat Blasingame
Signature of Property Owner

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: 10.24.05

Address / location of vacation: Petunia Court

Adjacent property address: 2607 Mission Blvd

Lot: Block: Subdivision: Fayetteville Outlots

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

SUSAN F. SMITH, SREVP - Metropolitan Nat Bank
Name of Property Owner (*printed*)

Susan F Smith
Signature of Property Owner SREVP

Glenbrook Phase II Final Plat

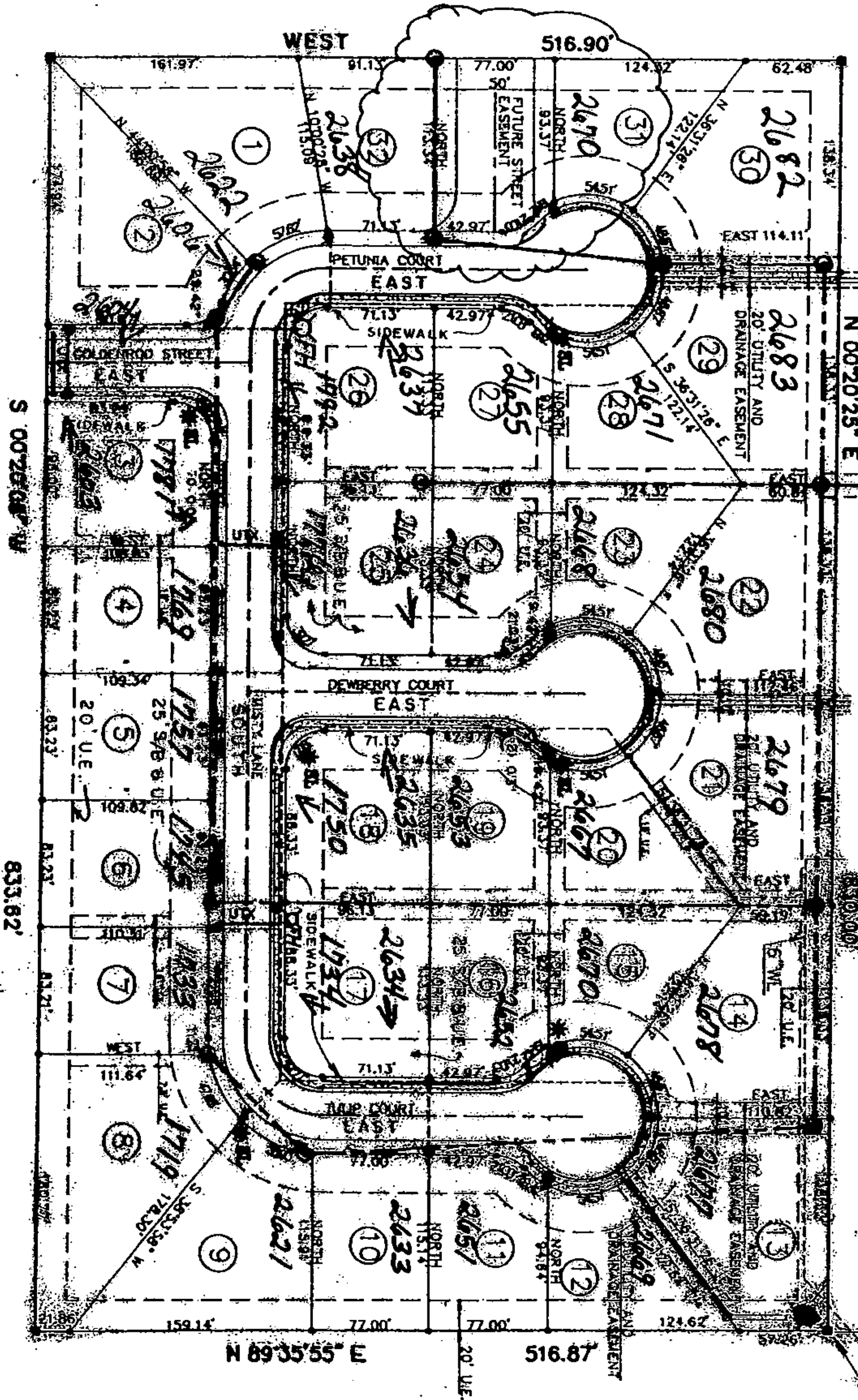
VAC 06-2136 Petition
Page 1

STREET CENTERLINE
BACK OF CURB



VILLINES PROPERTY

7TH DAY ADVENTIST CHURCH



GLENBROOK PHASE I

JIM UNDSEY PROPERTY

S 89° 35' 55" W 41

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

3-Oct-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

VAC 06-2219: (North Point, 248): Submitted by Tim Patterson for property located at Lot 5 Block 1 of the North Point S/D. The property is zoned C-2, Thoroughfare Commercial and contains approximately 0.56 acres. The request is to vacate a portion of a utility easement within the subject property.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name
	\$ -	

Budgeted Item ☐

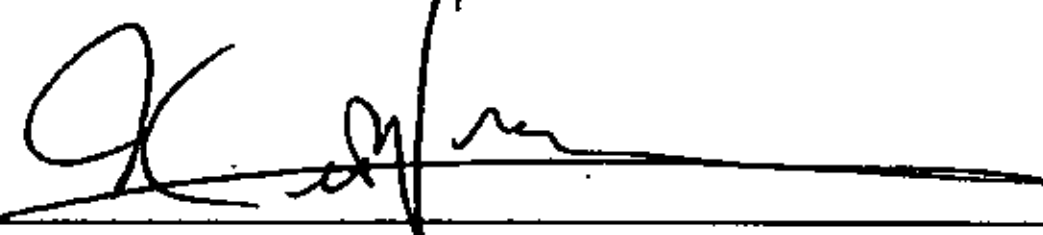
Budget Adjustment Attached ☐


Department Director

9-15-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

9-15-06

Original Contract Number: n/a


Finance and Internal Service Director

9-15-06
Date

Received in City Clerk's Office


Mayor

Date

Received in Mayor's Office


Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: September 14, 2006

Subject: Easement Vacation for North Point Subdivision (VAC 06-2219)

RECOMMENDATION

The Planning Commission recommends approval of an ordinance vacating 15' of a utility easement located on Lot 5 Block 1 of the North Point Subdivision.

BACKGROUND

The subject property consists of Lot 5 Block 1 of the North Point Subdivision and contains approximately 0.56 acres located immediately south of I-540 and north of Point Circle. There is an existing 50' utility easement located along the north portion of the property with multiple utility lines, although none of the utilities lie within the area to be vacated. The utility line nearest the area to be vacated is a 6" water line, which is to be relocated to the north, per City of Fayetteville requirements.

The applicant requests to vacate the southern 15' of an existing 50' utility easement that is located on the subject property. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

DISCUSSION

Notification was provided to all appropriate utility representatives and to the City. This item was heard on at the regular Planning Commission on September 11, 2006. The Planning Commission voted 6-0-2 to recommend this vacation request to the City Council. The vacation of said portion of the utility easement is subject to the relocation of the water line, such that a 10' separation is maintained between the relocated water line and the southeastern line of the easement. Said relocation shall be completed within one year, or the vacation is rendered null and void.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 06-2219 SUBMITTED BY TIM PATTERSON FOR PROPERTY LOCATED AT LOT 5 BLOCK 1 OF THE NORTH POINT SUBDIVISION, VACATING THE SOUTHERN 15' OF THE UTILITY EASEMENT LOCATED WITHIN THE SUBJECT PROPERTY.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

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 vacates and abandons the following described utility easement:

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

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein.

1. The vacation of said portion of the utility easement is subject to the relocation of the water line, such that 10' separation is maintained between the relocated water line and the southeastern line of the easement. Said relocation shall be completed within one year, or the vacation is rendered null and void.
2. Any relocation of existing utilities shall be at the owner/developer's expense.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

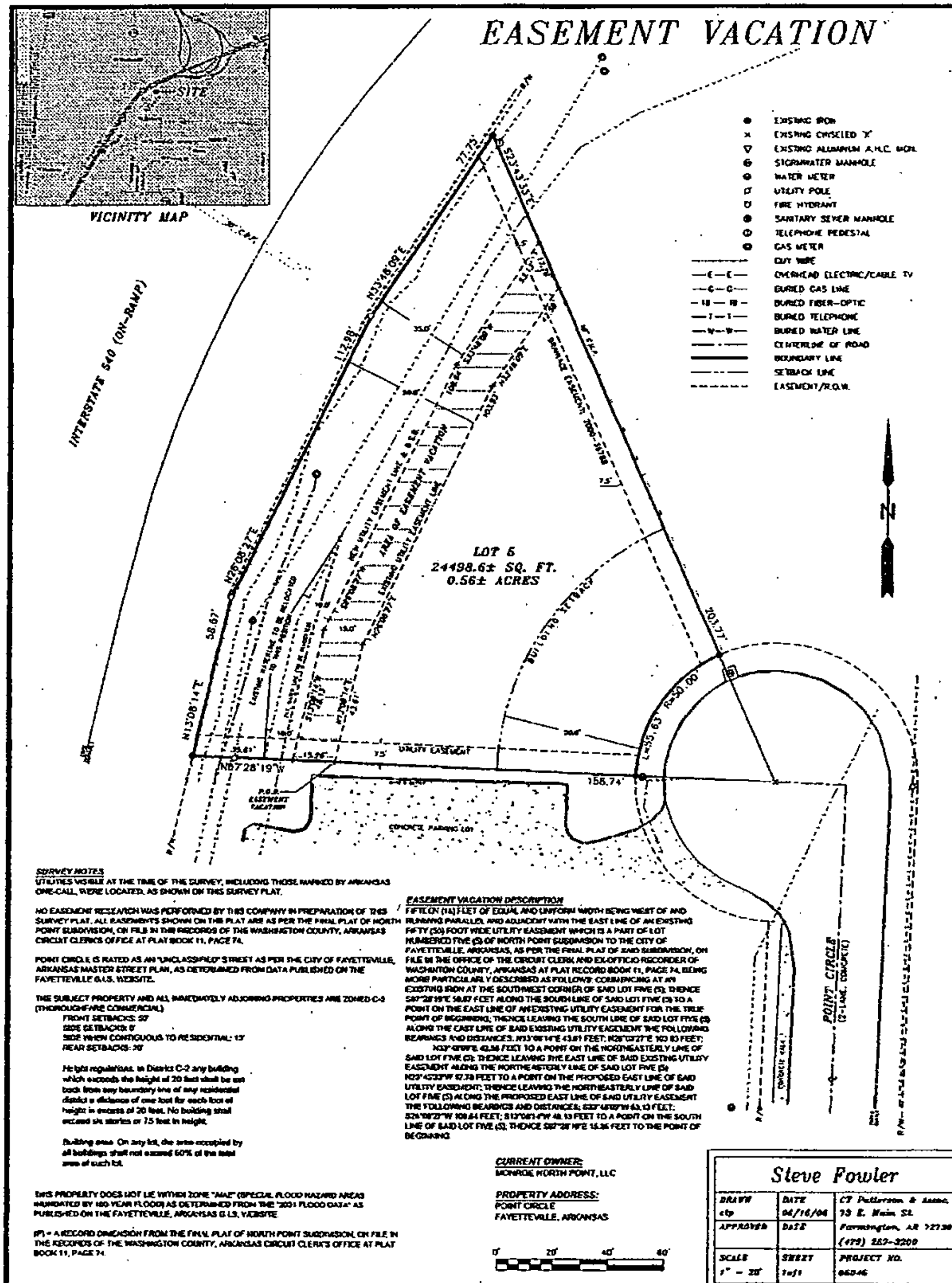
ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2219

FIFTEEN (15) FEET OF EQUAL AND UNIFORM WIDTH BEING WEST OF AND RUNNING PARALLEL AND ADJACENT WITH THE EAST LINE OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED FIVE (5) OF NORTH POINT SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE FINAL PLAT OF SAID SUBDIVISION, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD BOOK 11, PAGE 74, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE SOUTHWEST CORNER OF SAID LOT FIVE (5); THENCE S87°28'19"E 50.87 FEET ALONG THE SOUTH LINE OF SAID LOT FIVE (5) TO A POINT ON THE EAST LINE OF AN EXISTING UTILITY EASEMENT FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF SAID LOT FIVE (5) ALONG THE EAST LINE OF SAID EXISTING UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: N13°08'14"E 43.61 FEET; N26°08'27"E 103.93 FEET; N33°48'09"E 42.58 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT FIVE (5); THENCE LEAVING THE EAST LINE OF SAID EXISTING UTILITY EASEMENT ALONG THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) N23°43'33"W 17.78 FEET TO A POINT ON THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) ALONG THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: S33°48'09"W 53.13 FEET; S26°08'27"W 106.64 FEET; S13°08'14"W 48.13 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT FIVE (5); THENCE S87°28'19"E 15.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"





PC Meeting of September 11, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: September 6, 2006

VAC 06-2219: (NORTH POINT S/D, 248): Submitted by TIM PATTERSON for property located at LOT 5 BLOCK 1 OF THE NORTH POINT S/D. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.56 acres. The request is to vacate a portion of a utility easement within the subject property.

Planner: Jesse Fulcher

Findings:

Property Description and Background: The subject property consists of Lot 5 Block 1 of the North Point Subdivision and contains approximately 0.56 acres located immediately south of I-540 and north of Point Circle. There is an existing 50' utility easement located along the north portion of the property with multiple utility lines, although none of the utilities lie within the area to be vacated. The utility line nearest the area to be vacated is a 6" water line, which is to be relocated to the north, per City of Fayetteville requirements.

Request: The applicant requests to vacate the southern 15' of an existing 50' utility easement that is located on the subject property. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Cox Communications	No Objections
Ozarks Electric Coop.	No Objections
Arkansas Western Gas	No Objections
AT&T/ Southwestern Bell Telephone	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

Approval subject to the relocation of the existing water line, such that a minimum of 10' of easement on the south side of the relocated water line is maintained.

Engineering

No Objections

Solid Waste

No Objections

Transportation

No Objections

Public Comment: Staff has not received public opposition to this vacation request.

Recommendation: Staff recommends forwarding to the City Council a recommendation of approval to vacate the utility easement VAC 06-2219 with the following condition:

Conditions of Approval:

1. The vacation of said portion of the utility easement is subject to the relocation of the water line, such that a 10' separation is maintained between the relocated water line and the southeastern line of the easement. Said relocation shall be completed within one year, or the vacation is rendered null and void.
2. Any relocation of existing utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: yes Required
Recommendation to be: ☒ Forwarded ☐ Denied

Motion: Clark

Second: Myers

Vote: 6-0-2 (Commissioners Lack and Trumbo did not vote)

Date: September 11, 2006

Comments: _____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

Monroe North Point LLC

4887 Cedar Ridge Drive
Springdale, Ar. 72764

City of Fayetteville
Planning
Fayetteville, Ar.

July 26, 2006

Dear Sirs,

Enclosed is our completed application for vacation of 15' of an existing 50' utility easement contained in Lot 5 of North Point subdivision which is adjacent to the I -540 entrance ramp at the intersection Ar. Hwy. 112 and I -540.

All utilities are within the first 25' south and east of the I-540 right-of-way fence except for the water line. The water line has a portion on the south end of Lot 5 next to Lot 4 which is 5-6' past the 25' mark. We propose to move this portion of the water line back to a line 25' from the I-540 right of way. This will provide a 10' buffer between the water line and the easement line. The easement will be 35' if our request is granted. All utilities and adjoining property owners have agreed to the easement request. The Water Department consent is subject to the water line being move back to the 25' mark.

As you can see on the attached survey, the easements on this .56 acre lot (24,394 sq. ft) greatly reduce the build able space. We have tried numerous drafts of site plans in an attempt to place our 3,000 sq. ft. pad with the required parking spaces on this lot, and none will work unless the utility easement can be reduced by the 15' we are requesting.

Thank you for your consideration of our request.

Sincerely,

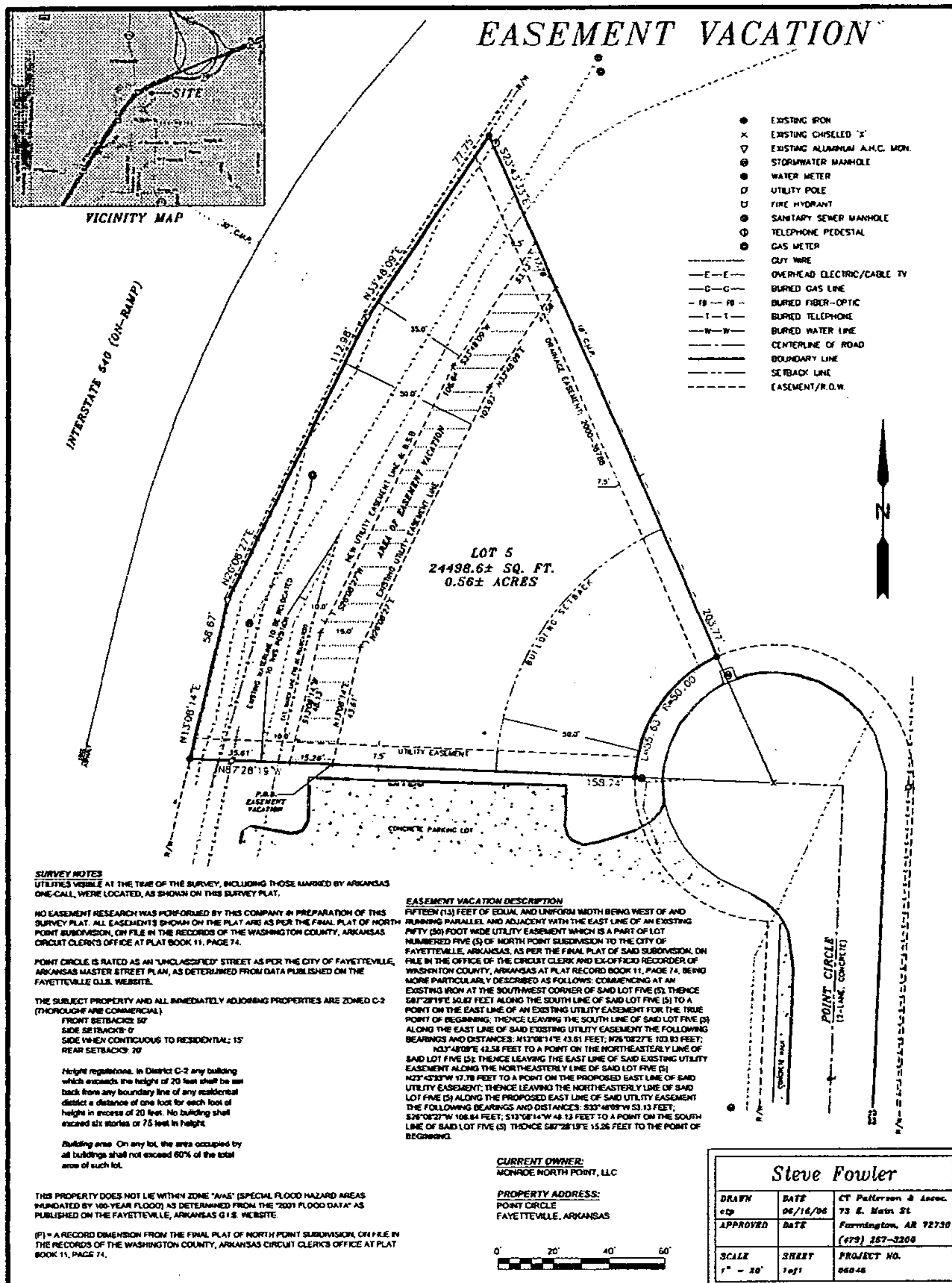


Steve Fowler
Monroe North Point, LLC.

Enc: Request for Vacation of Easement

EASEMENT VACATION DESCRIPTION

FIFTEEN (15) FEET OF EQUAL AND UNIFORM WIDTH BEING WEST OF AND RUNNING PARALLEL AND ADJACENT WITH THE EAST LINE OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED FIVE (5) OF NORTH POINT SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE FINAL PLAT OF SAID SUBDIVISION, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD BOOK 11, PAGE 74, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE SOUTHWEST CORNER OF SAID LOT FIVE (5); THENCE S87°28'19"E 50.87 FEET ALONG THE SOUTH LINE OF SAID LOT FIVE (5) TO A POINT ON THE EAST LINE OF AN EXISTING UTILITY EASEMENT FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF SAID LOT FIVE (5) ALONG THE EAST LINE OF SAID EXISTING UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: N13°08'14"E 43.61 FEET; N26°08'27"E 103.93 FEET; N33°48'09"E 42.58 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT FIVE (5); THENCE LEAVING THE EAST LINE OF SAID EXISTING UTILITY EASEMENT ALONG THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) N23°43'33"W 17.78 FEET TO A POINT ON THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) ALONG THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: S33°48'09"W 53.13 FEET; S26°08'27"W 106.64 FEET; S13°08'14"W 48.13 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT FIVE (5); THENCE S87°28'19"E 15.26 FEET TO THE POINT OF BEGINNING.



UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ **15' of a 50' Utility Easement**
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following easement, described as:

EASEMENT VACATION DESCRIPTION

FIFTEEN (15) FEET OF EQUAL AND UNIFORM WIDTH BEING WEST OF AND RUNNING PARALLEL AND ADJACENT WITH THE EAST LINE OF AN EXISTING FIFTY (50) FOOT WIDE UTILITY EASEMENT WHICH IS A PART OF LOT NUMBERED FIVE (5) OF NORTH POINT SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE FINAL PLAT OF SAID SUBDIVISION, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD BOOK 11, PAGE 74, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON AT THE SOUTHWEST CORNER OF SAID LOT FIVE (5); THENCE S87°28'19"E 50.87 FEET ALONG THE SOUTH LINE OF SAID LOT FIVE (5) TO A POINT ON THE EAST LINE OF AN EXISTING UTILITY EASEMENT FOR THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF SAID LOT FIVE (5) ALONG THE EAST LINE OF SAID EXISTING UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: N13°08'14"E 43.61 FEET; N26°08'27"E 103.93 FEET; N33°48'09"E 42.58 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT FIVE (5); THENCE LEAVING THE EAST LINE OF SAID EXISTING UTILITY EASEMENT ALONG THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) N23°43'33"W 17.78 FEET TO A POINT ON THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID LOT FIVE (5) ALONG THE PROPOSED EAST LINE OF SAID UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: S33°48'09"W 53.13 FEET; S26°08'27"W 106.64 FEET; S13°08'14"W 48.13 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT FIVE (5); THENCE S87°28'19"E 15.26 FEET TO THE POINT OF BEGINNING.

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☒ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

conditions met.

This easement can only be vacated after the existing water line is appropriately relocated. Once the water

~~No objections provided the following conditions are met:~~

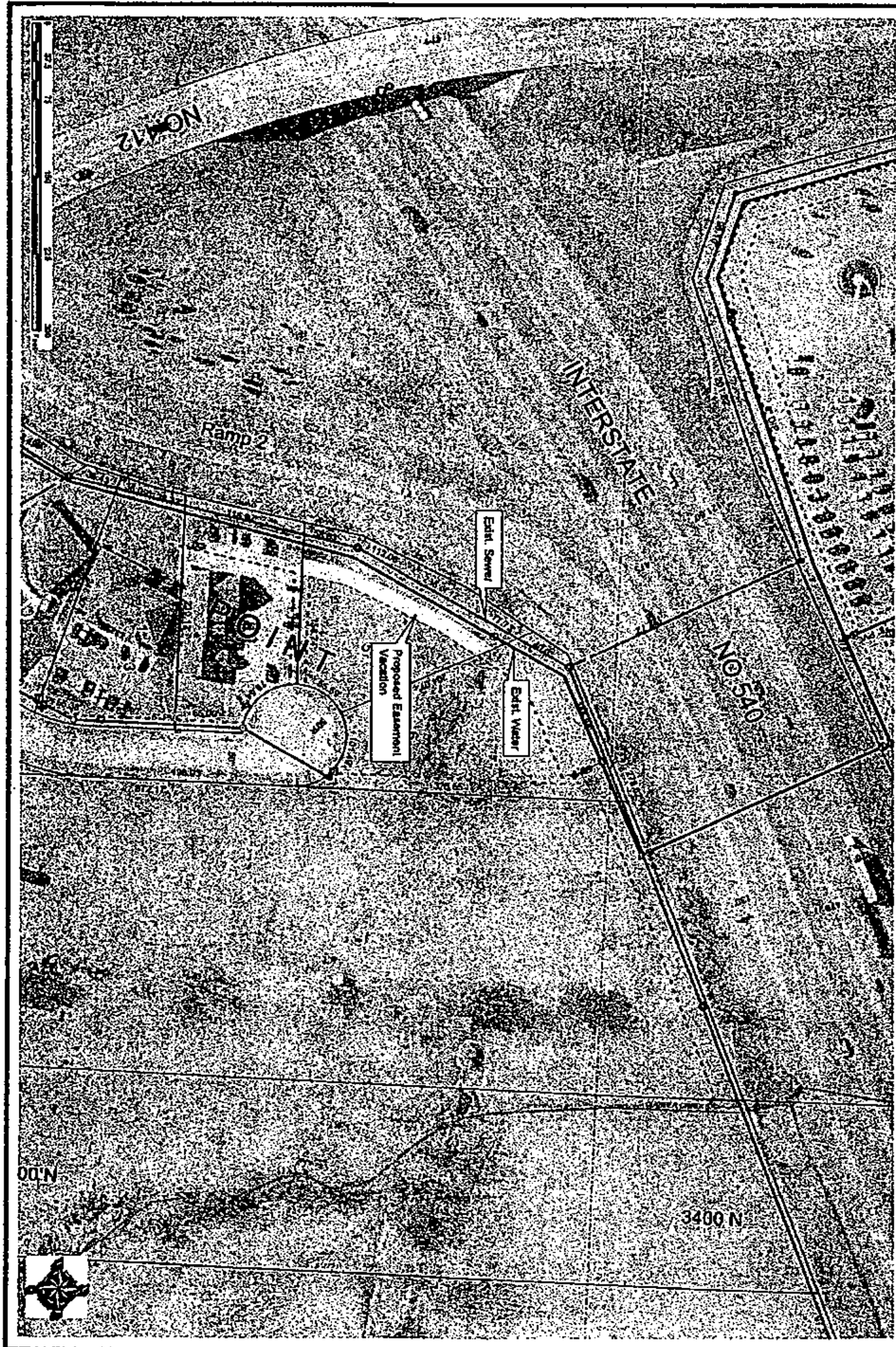
line relocation is complete, the easement can be
vacated. Water line work must be designed by an
Engineer, approved by the City and the Health Dept,
with any development installed water line

Signature of Utility Company Representative

Water & Wastewater Director

Title





UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: City of Fayetteville Transportation Dept.

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ X 15' of a 50' Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following easement, described as:

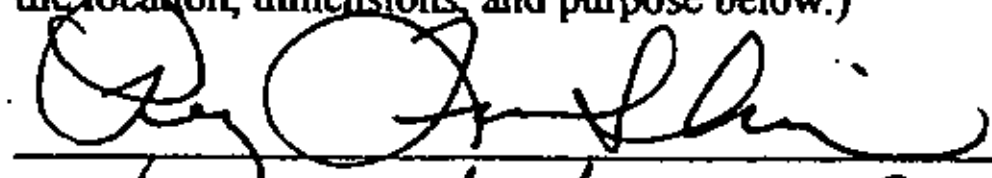
EASEMENT VACATION DESCRIPTION

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UTILITY COMPANY COMMENTS:

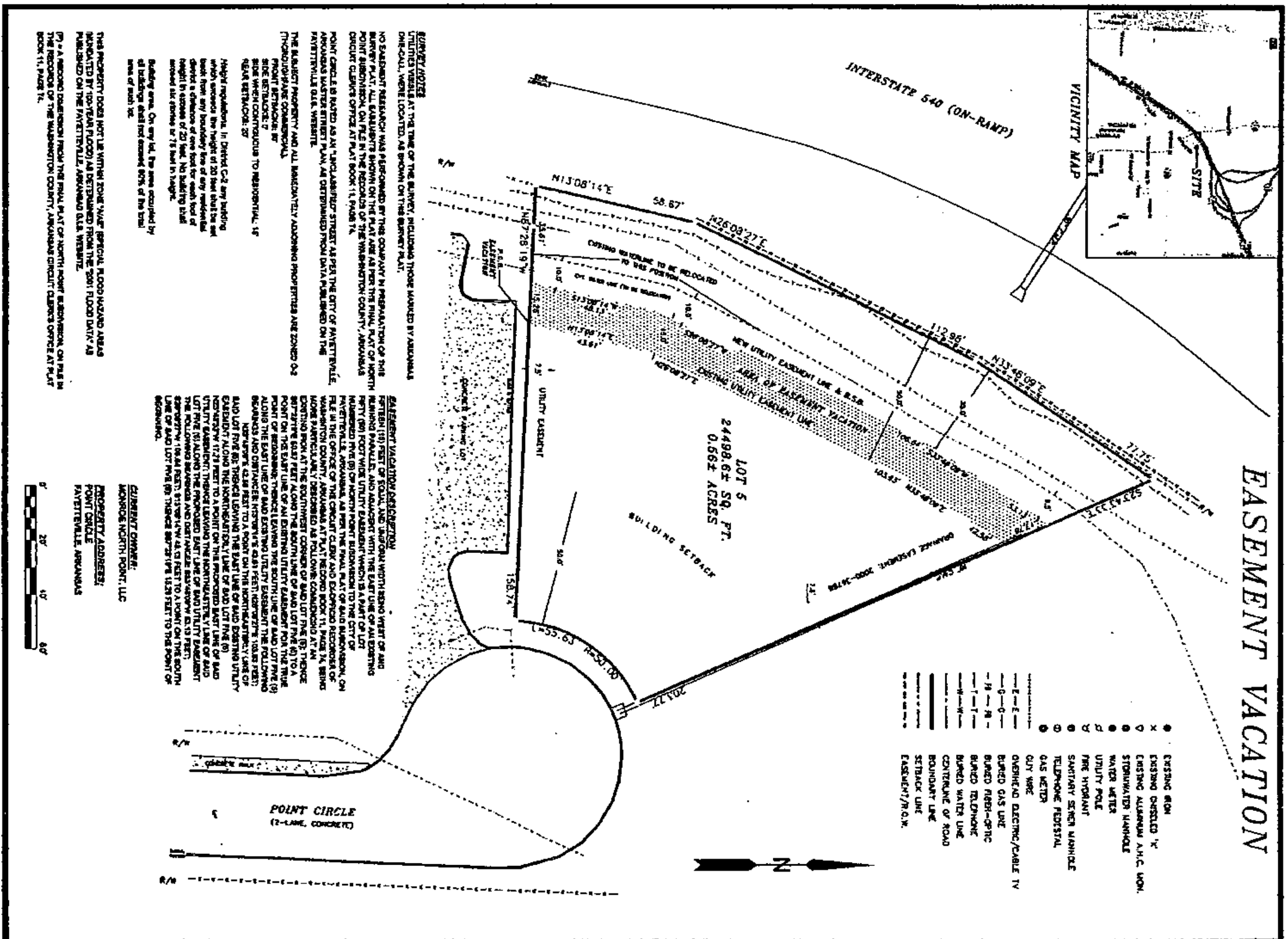
☒ X No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)



Transportation Dept
Transportation Division
Operations Department
City of Fayetteville
PH 575-8227

6/21/06



UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: City of Fayetteville Solid Waste Dept.

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ X 15' of a 50' Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following easement, described as:

EASEMENT VACATION DESCRIPTION

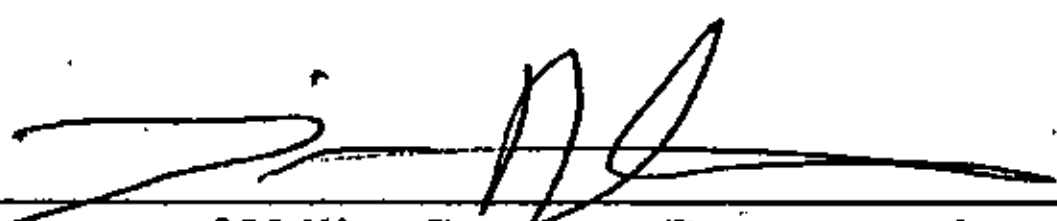
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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____ No objections provided the following conditions are met:



Signature of Utility Company Representative

Commercial Solid Waste Rep
Title

UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: Ozarks Electric, attention Greg McGee

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ X 15' of a 50' Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
☐ Alley
☐ Street right-of-way

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UTILITY COMPANY COMMENTS:

☒ ✓ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____ No objections provided the following conditions are met:



Signature of Utility Company Representative

Staking Supervisor.

Title

**UTILITY APPROVAL FORM FOR RIGHT-OF-WAY,
ALLEY, AND UTILITY EASEMENT VACATIONS**

DATE: July 17, 2006

UTILITY COMPANY: Arkansas Western Gas Company

REQUESTED VACATION:

- ☐ Street
- ☒ Utility Easement
- ☐ Street and all the utility easements located within the vacated street
- ☐ Right-of-way for alley or street
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
- ☐ Alley
- ☐ Alley and all utility easements located within the vacated alley

I have been notified of the petition to vacate the following

Utility Easement

(Please see list above)

described as follows: Lot 5 North Point Subdivision. Release Eastern 15' of existing 50' easement.

(Include legal description of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacations described above.
- ☒ No objections to the vacations described above, provided following described easements are retained.
(State the location, dimensions, and purpose below)

Retain 35' of current 50' easement.



Signature of Utility Company Representative

Northwest Regional Manager

Title

UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: AEP/SWEPCO, attention Kenny Sullivan

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ **15' of a 50' Utility Easement**
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
☐ Alley
☐ Street right-of-way

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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____ No objections provided the following conditions are met:

Kenny Sullivan

Signature of Utility Company Representative

SWEPCO R-O-W Agent

Title

479 973 2303

UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: Cox Communications, attention Mike Moore

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

- ☒ **15' of a 50' Utility Easement**
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
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UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____ No objections provided the following conditions are met:


Signature of Utility Company Representative

PROJECT COORDINATOR
Title

UTILITY APPROVAL FORM FOR EASEMENT VACATIONS

DATE: June 14, 2006

UTILITY COMPANY: SWBT, attention Sue Clouser

APPLICANT NAME: Monroe North Point, LLC

APPLICANT PHONE: 501-680-3499

REQUESTED VACATION :

☒ 15' of a 50' Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way
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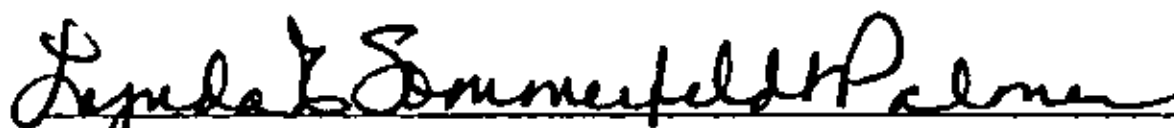
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UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Note: Vacation of easement is not complete until the attached Concurrence has been recorded at the Washington County courthouse.



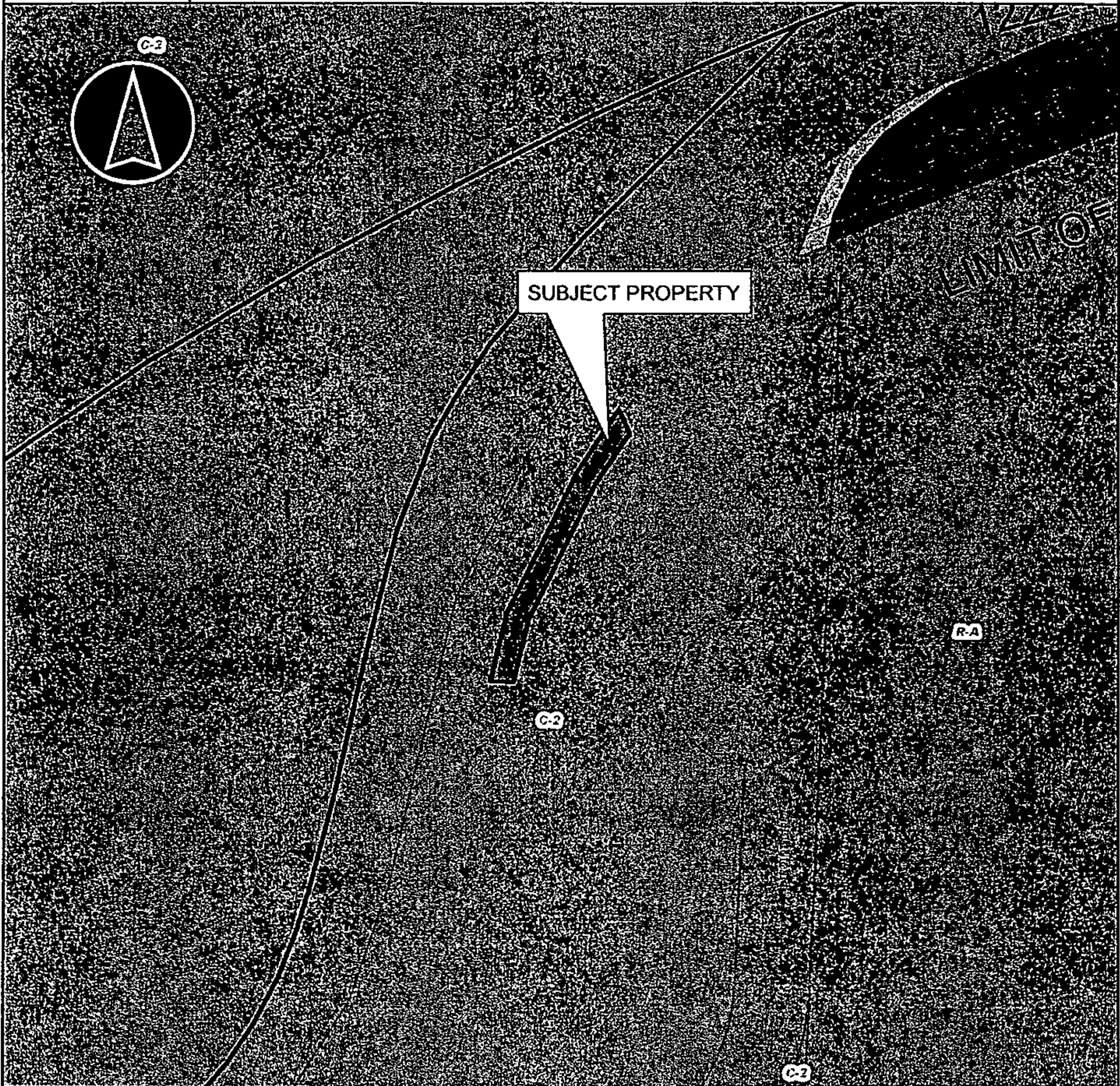
Signature of Utility Company Representative

Title: Mgr. Engr. (Right-of-Way) July 17, 2006

VAC06-2219

NORTH POINT S/D

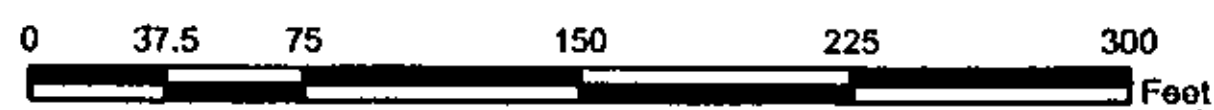
Close Up View



Overview

Legend

- Overlay District
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- VAC06-2219
- vector.GOB.Footprint_2004
- Hillside-Hilltop Overlay District



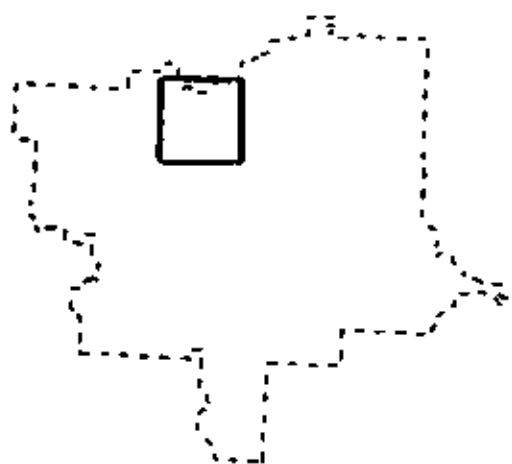
VAC06-2219

NORTH POINT S/D

One Mile View



Overview



Legend

Subject Property

VAC06-2219

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

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

3-Oct-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

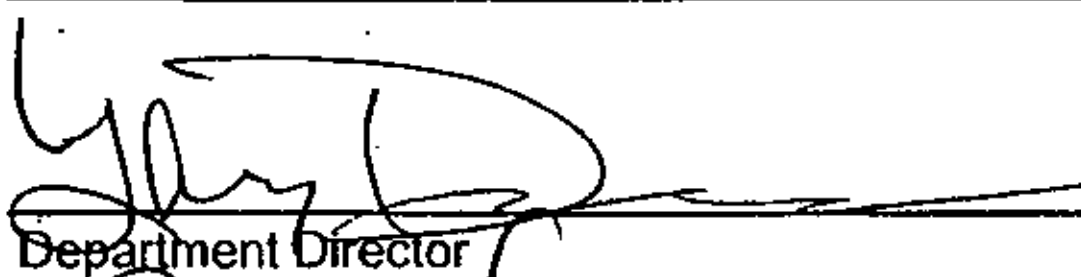
Action Required:

VAC 06-2220: (Emerald Ave and Hillcrest, 291): Submitted by CEI Engineering Associates, Inc. for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office and contains approximately 0.33 acres. The request is to vacate a portion of a utility easement on the subject property.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

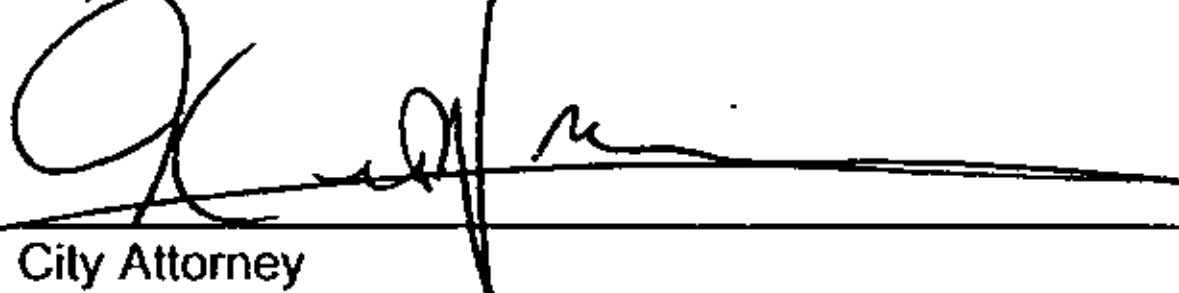
Budget Adjustment Attached ☐


Department Director 9-15-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney 9-15-06
Date

Received in City Clerk's Office



Finance and Internal Service Director 9-15-06
Date

Received in Mayor's Office


Mayor _____ Date _____

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: September 15, 2006

Subject: Easement Vacation for Emerald Avenue/Hillcrest (VAC 06-2220)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of a 20' utility easement (approximately 0.05 acres) located at the north end of Emerald Avenue, as depicted herein.

BACKGROUND

The subject property is an existing 20-foot utility easement (0.05 acres) located at the north end of the Emerald Avenue cul-de-sac. This property is identified as Lots 1A and 1B, and 2 in the Emerald Subdivision. This easement is not being used by any utility providers.

The requested easement vacation is due to a proposed bridged driveway for a new residence on the property. The terrain of the property is such that traditional driveway construction would require extensive grading and retaining walls in this hillside area. The applicant prefers to reduce the land disturbance and instead bridge the grade difference. The new driveway will encroach into the existing easement.

DISCUSSION

Notification was provided to all appropriate utility representatives and adjoining property owners; there were no objections to this request. The Planning Commission voted 6-0-2 (Commissioners Trumbo and Lack recusing) on its consent agenda to forward this item to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VAC 06-2220 SUBMITTED
BY CEI ENGINEERING ASSOCIATES, INC. LOCATED AT THE NORTH END
OF EMERALD AVENUE, VACATING 0.05 ACRES OF A 20 FOOT UTILITY
EASEMENT LOCATED WITHIN THE SUBJECT PROPERTY.**

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

**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 vacates and abandons the following described utility easement:

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

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the conditions of approval as follows, and shall not be in effect until all conditions are met herein.

- 1. Any relocation of existing utilities shall be at the owner/developer's expense.**

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

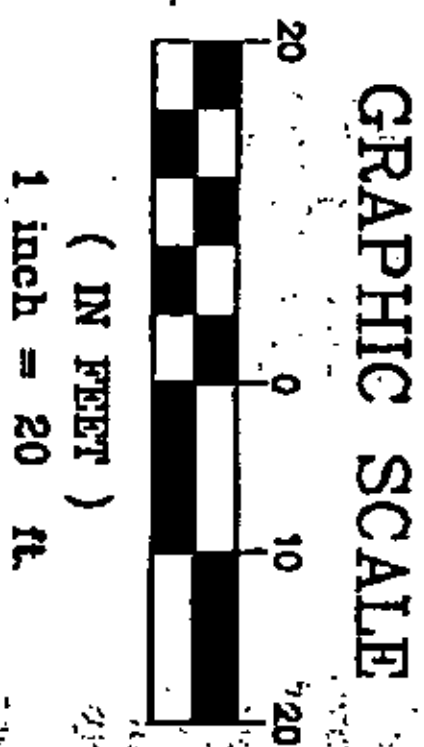
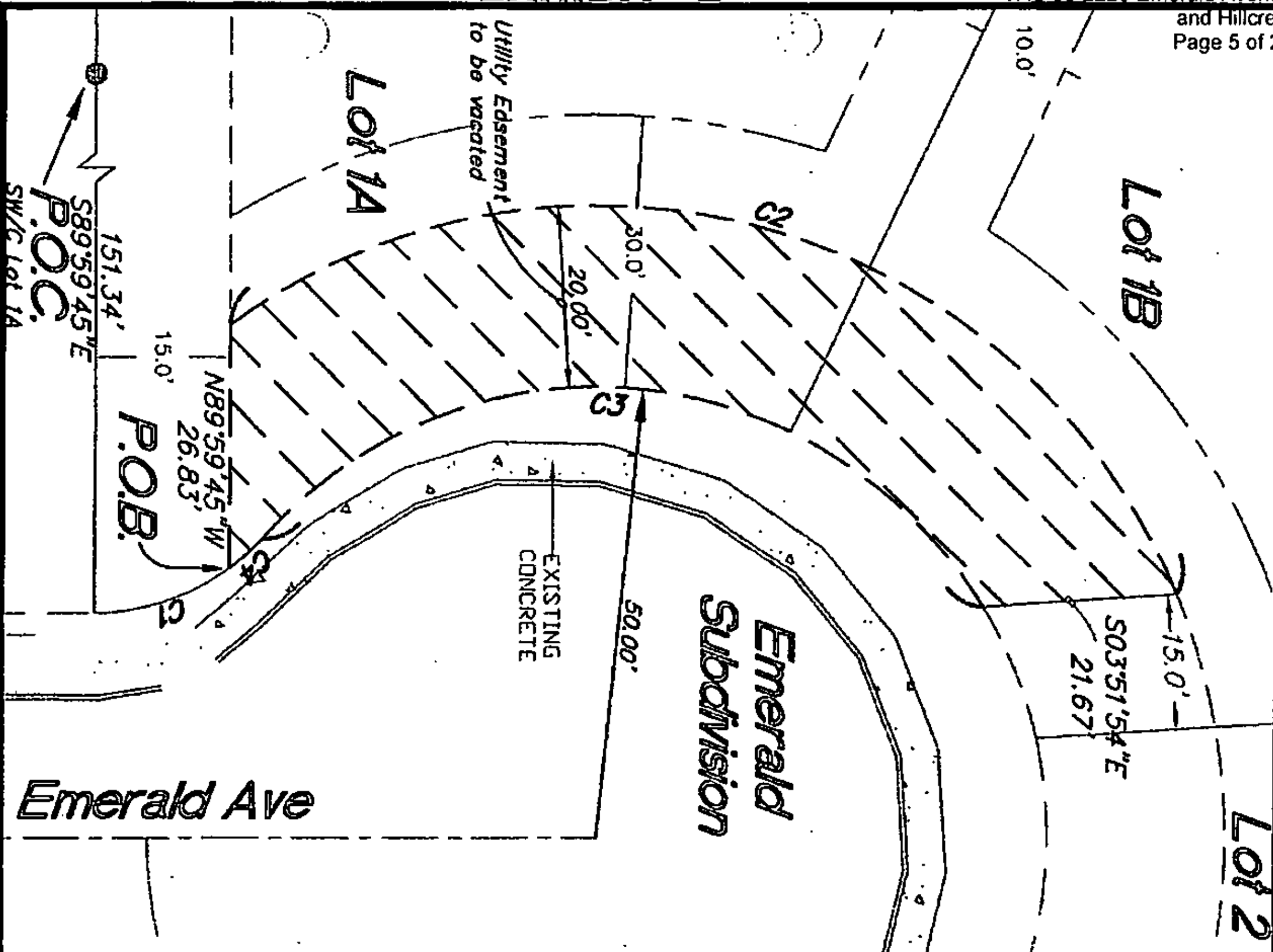
By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2220

A PART OF LOT 1A, LOT 1B, AND LOT 2 OF THE EMERALD SUBDIVISION, PHASE II, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

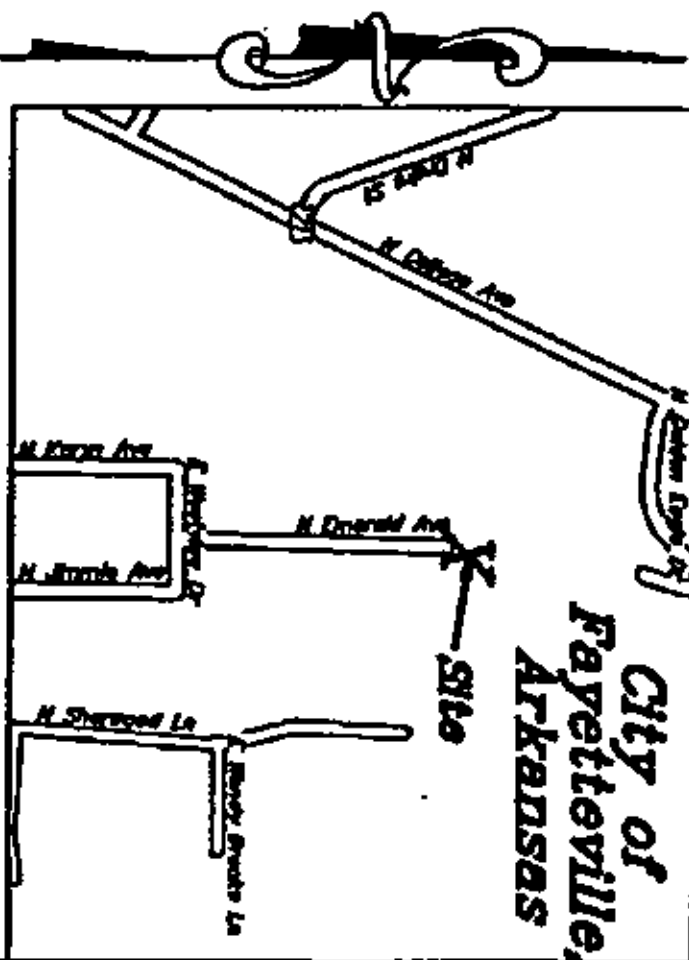
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1A; THENCE ALONG THE SOUTH LINE OF SAID LOT 1A, S89°59'45"E A DISTANCE OF 151.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1A; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 16.09 FEET, AND A CHORD WHICH BEARS NORTH 18°26'22" WEST, A CHORD DISTANCE OF 15.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'45" WEST ALONG THE SOUTH BOUNDARY OF HEREIN DESCRIBED EASEMENT, A DISTANCE OF 26.83 FEET TO THE WEST BOUNDARY OF HEREIN DESCRIBED EASEMENT; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 125.84 FEET, AND A CHORD WHICH BEARS NORTH 15°42'14" EAST, A CHORD DISTANCE OF 109.57 FEET TO A POINT; THENCE SOUTH 03°51'54" EAST, A DISTANCE OF 21.67 FEET TO A POINT; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 93.71 FEET, AND A CHORD WHICH BEARS SOUTH 05°25'56" WEST, A CHORD DISTANCE OF 80.58 FEET TO A POINT; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 4.95 FEET, AND A CHORD WHICH BEARS SOUTH 42°32'37" EAST, A CHORD DISTANCE OF 4.94 FEET TO THE POINT OF BEGINNING AND CONTAINING (2,243 SQ. FT. 0.05 ACRES), MORE OR LESS, AND SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, OR RIGHTS-OF-WAY, OF RECORD OR PRESCRIPTION.

EXHIBIT "B"



VICINITY MAP

NOT TO SCALE



CURVE	RADIUS	LENGTH	CB	CD
C1	25.00	16.09	N18°26'22"W	15.09
C2	70.00	125.84	N15°42'14"E	109.57
C3	50.00	93.71	S05°25'56"W	80.58
C4	25.00	4.95	S42°32'37"E	4.94

Legal Description:

A part of Lot 1A, Lot 1B, and Lot 2 of the Emerald Subdivision, Phase II, City of Fayetteville, Washington County, Arkansas, more particularly described as follows, TO WIT:

Commencing at the Southwest corner of said Lot 1A; Thence along the South line of said Lot 1A, S89°59'45"E a distance of 151.37 feet to the Southeast corner of said Lot 1A; Thence along a non-tangent curve to the left having a radius of 25.00 feet, an arc distance of 16.09 feet, and a chord which bears North 18°26'22" West, a chord distance of 15.09 feet to the Point of Beginning; Thence North 89°59'45" West along the South boundary of herein described easement, a distance of 26.83 feet to the West boundary of herein described easement; Thence along a non-tangent curve to the right having a radius of 70.00 feet, an arc length of 125.84 feet, and a chord which bears North 15°42'14" East, a chord distance of 109.57 feet to a point; Thence South 05°31'54" East, a distance of 21.67 feet to a point; Thence along a non-tangent curve to the left having a radius of 50.00 feet, an arc length of 93.71 feet, and a chord which bears South 05°25'56" West, a chord distance of 80.58 feet to a point; Thence along a tangent curve to the right having a radius of 25.00 feet, an arc length of 4.95 feet, and a chord which bears South 42°32'37" East, a chord distance of 4.94 feet to the Point of Beginning and containing (2,243 sq. ft. 0.05 acres), more or less, and subject to all existing Easements, Restrictions, or Rights-of-Way, of record or prescription.

ENGINEERING ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2-13-06

REH

TDR

DATE

PLS

DWR

3317 SW 7th STREET

BENTONVILLE, AR

(479) 273-9472

(479) 254-8324

JOB NO.: 21882

DWG NAME: 21882EXHIBIT

DATE

7-18-06

10:19 a.m.

Exhibit

Emerald Ave

Arkansas

Rev-0

1 of 1



PC Meeting of September 11, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~August 21, 2006~~ Updated September 15, 2006

VAC 06-2220: VACATION (EMERALD AVENUE/HILLCREST, 291): Submitted by CEI ENGINEERING ASSOCIATES, INC. for property located at THE NORTH END OF EMERALD AVENUE. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 0.33 acres. The request is to vacate a portion of a utility easement on the subject property.

Property Owner: Hillcrest Village, LLC
Planner: Andrew Garner

Findings:

Property Description and Background: The subject property is a 20-foot utility easement located at the north end of the Emerald Avenue cul-de-sac. This property is identified as Lots 1A and 1B in the Emerald Subdivision. This portion of the easement is not being used by any utility providers. Variances to the front and side building setbacks for a new townhome on the property were approved at the March 6, 2006 Board of Adjustment meeting. This property is located within the Hillside/Hilltop Overlay District, which permits a reduced front building setback (15 feet).

Request: The applicant's request is to vacate the 20' utility easement along the front of the lot adjacent to the Emerald Avenue cul-de-sac. The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections

AT&T/ Southwestern Bell Telephone

No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Engineering

No Objections

Solid Waste

No Objections

Transportation

No Objections

Public Comment: Staff has not received public opposition to this vacation request.

Recommendation: Staff recommends approval of the proposed utility easement vacation VAC 06-2220 with the following condition:

Conditions of Approval:

1. Any relocation of existing utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: yes Required

Recommendation to be: X Approved Denied

Motion: Clark

Second: Myres

Vote: 6-0-2 (Commissioners Trumbo and Lack recusing)

Date: September 11, 2006

Comments: _____

The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

By _____

Title _____

Date _____



CEI Engineering Associates, Inc.

C. 4
VAC 06-2220 Emerald Avenue
and Hillcrest
Page 8 of 22

3317 SW "I" Street • P.O. Box 1408 • Bentonville, AR 72712-1408 • (479) 273-9472 • (479) 273-0844

July 20, 2006

DISTRIBUTION:
RER/File

City of Fayetteville Planning Commission
113 W. Mountain St
Fayetteville, AR 72701
(479) 271-3126

Re: **Fowler Residence (Formerly Hillcrest Residence)**
North Emerald Avenue,
Fayetteville, Arkansas
CEI Project No. 21882.0

To Fayetteville Planning Commission:

This is a formal application for a utility easement vacation located in Lot 1A and Lot 1B of the Emerald Subdivision, Phase II, in the City of Fayetteville, Arkansas. The purpose of easement vacation is to allow property owner to install a bridge driveway on the said easement, which is necessary to provide access to the future residence. At present, no utilities exist in the easement.

We have obtained approval from all utility companies and city departments listed in the application check list. I am certain that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described 20 foot utility easement.

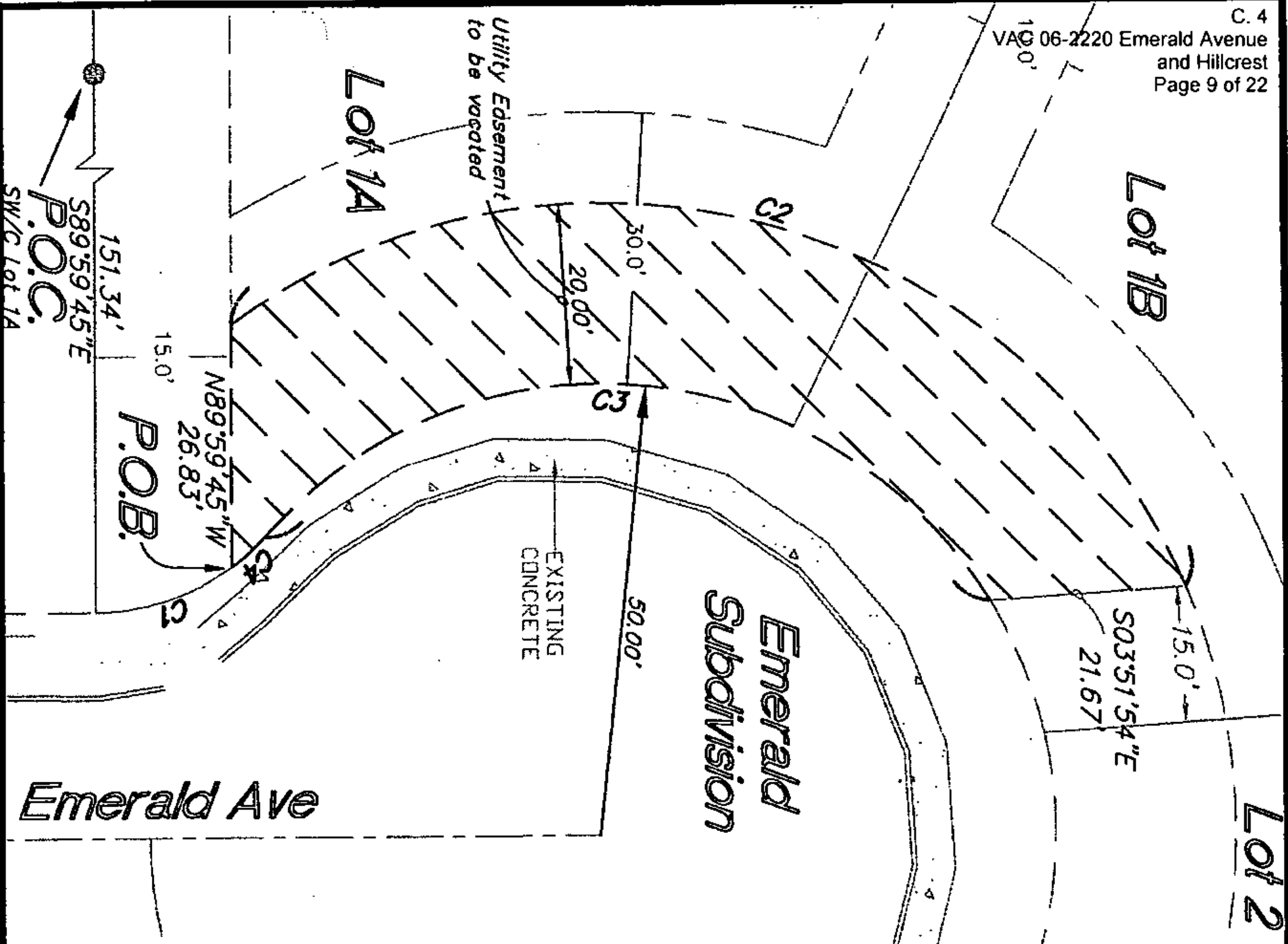
It should be noted that the utility easement to be vacated has been reduced in length due to comments from City of Fayetteville water department since we obtained approval from most of the utility companies. The easement to be vacated has been shortened approximately 15' at the north end and also 15' in the south end. The exhibit dated 7-18-06 shown the latest easement to be vacated. As the old exhibit is part of the document of the utility approval form, it remain in the package.

Your consideration in this matter will be greatly appreciated. If you have questions or concerns, please do not hesitate to call.

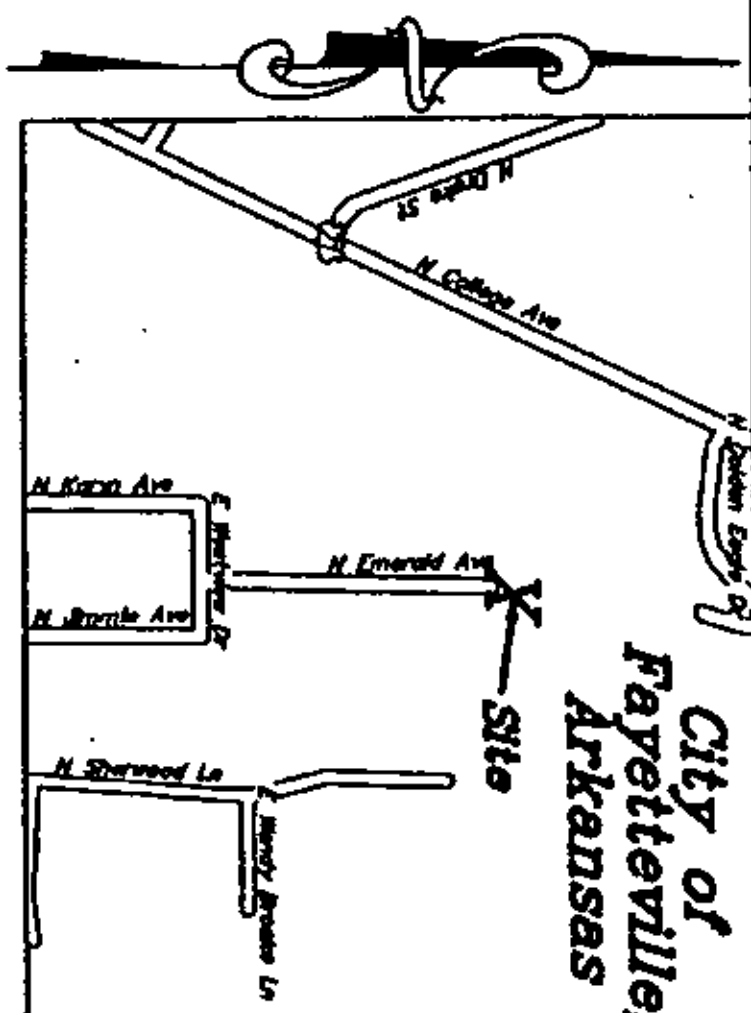
Respectfully submitted,

Koh Siong Chai, P.E.
Project Engineer
Local Development/Public Works

- Attached:
- 1) Vacation Fee of \$200
 - 2) Easement exhibit with legal description
 - 3) Abstractor's Certificate of Ownership
 - 4) Two sets of typed mailing labels
 - 5) A copy of Plat
 - 6) Petition for easement vacation
 - 7) Written of notification
 - 8) Comments from all utility companies and city department



(IN FEET)
1 inch = 20 ft.



VICINITY MAP
NOT TO SCALE

CURVE TABLE				
CURVE	RADIUS	LENGTH	CB	CD
C1	25.00	16.09	N18°26'22"W	15.09
C2	70.00	125.84	N15°42'14"E	109.57
C3	50.00	93.71	S05°25'56"W	80.58
C4	25.00	4.95	S42°32'37"E	4.94

Legal Description:

A part of Lot 1A, Lot 1B, and Lot 2 of the Emerald Subdivision, Phase II, City of Fayetteville, Washington County, Arkansas, more particularly described as follows, TO WIT:

Commencing at the Southwest corner of said Lot 1A; Thence along the South line of said Lot 1A, S89°59'45"E a distance of 151.37 feet to the Southeast corner of said Lot 1A; Thence along a non-tangent curve to the left having a radius of 25.00 feet, an arc distance of 16.09 feet, and a chord which bears North 18°26'22" West, a chord distance of 15.09 feet to the Point of Beginning; Thence North 89°59'45" West along the South boundary of herein described easement, a distance of 26.63 feet to the West boundary of herein described easement; Thence along a non-tangent curve to the right having a radius of 70.00 feet, an arc length of 125.84 feet, and a chord which bears North 15°42'14" East, a chord distance of 109.57 feet to a point; Thence South 03°51'54" East, a distance of 21.67 feet to a point; Thence along a non-tangent curve to the left having a radius of 50.00 feet, an arc length of 93.71 feet, and a chord which bears South 05°25'56" West, a chord distance of 80.58 feet to a point; Thence along a tangent curve to the right having a radius of 25.00 feet, an arc length of 4.95 feet, and a chord which bears South 42°32'37" East, a chord distance of 4.94 feet to the Point of Beginning and containing (2,243 sq. ft., 0.05 acres), more or less, and subject to all existing Easements, Restrictions, or Rights-of-Way, of record or prescription.



**ENGINEERING
ASSOCIATES, INC.**

SURVEYORS

2-13-06	DATE
---------	------

REH
PLS

TDH
DWT

3317 SW "I" STREET
BENTONVILLE, AR

(479) 273-9472
(479) 254-8324

JOB NO.: 21882
DWG NAME: 21882EXhibit

Fayetteville

Exhibit
Emerald Ave

Arkansas

Rev-0

1 of 1

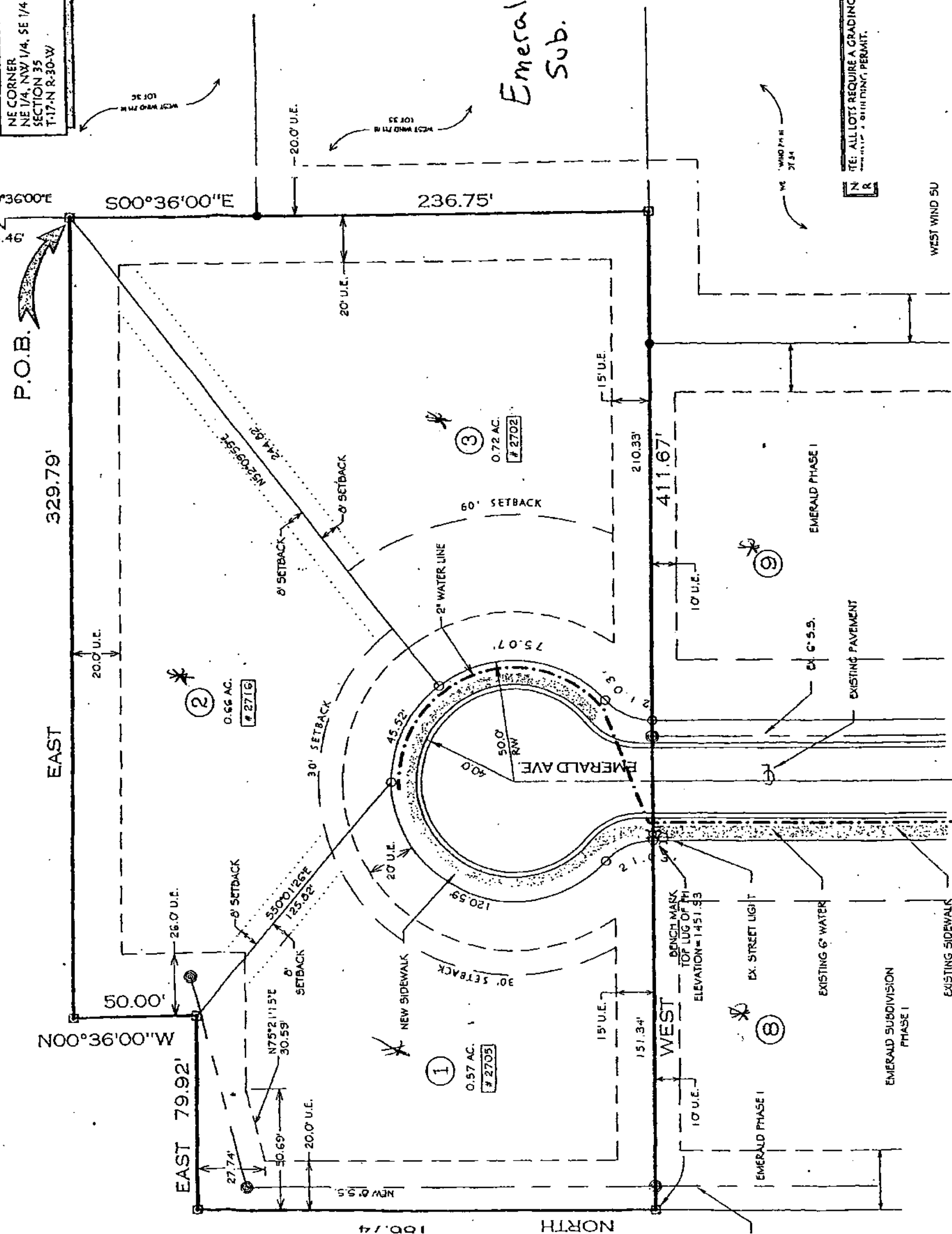
of record,
N00036W 50.0 feet, thence East 52.79 feet to the P.O.P.:

NE CORNER
NE 1/4, NW 1/4, SE 1/4
SECTION 35
T.17-N R.30-W

Emerald
Sub. Phase I

C. 4
VAC 06-2220 Emerald Avenue
and Hillcrest
Page 10 of 22

NOTE: ALL LOTS REQUIRE A GRADING PLAN AND
 MUST OBTAIN A GRADING PERMIT.



UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/14/2006

UTILITY COMPANY: Fayetteville - Solid Waste Department

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave, City of Fayetteville, Arkansas.
Easement is located on West Side of Cal-de-sec.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company Representative

Commercial Solid Waste Rep.
Title

HILL CREST 7/20/06

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/14/2006

UTILITY COMPANY: Fayetteville - Transportation Department

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave, City of Fayetteville, Arkansas.
Easement is located on west side of Cal-de-sec.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

Title

Transportation Supt.
Transportation Division
Operations Dept
City of Fayetteville
PH 675-8227

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE 2/14/2006UTILITY COMPANY: Fayetteville - Water & Sewer department.REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave., city of Fayetteville, Arkansas.
Easement is located on west side of Cal-de-see.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)
- _____
- _____
- _____
- _____

Signature of Utility Company Representative

Title

Water & Sewer Operations Mgr

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/14/2006

UTILITY COMPANY: AEP/SWEPCO (Kenny Sullivan)

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave, City of Fayetteville, Arkansas.
Easement is located on west side of lot-de-sec.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Kenny Sullivan
Signature of Utility Company Representative

Right of Way Associate
Title



Lynda Palmer
AT&T Arkansas
Mgr.-Eng. (Right-of-Way)
Construction / Engineering

1111 West Capitol, Rm 941
Little Rock, AR 72201
(501) 373.5255 Phone
(501) 373.0229 Fax
lynda.palmer@att.com

11
July 6, 2006

CEI Engineers
Attn: Chai Koh Siong
P.O. Box 1408
Bentonville, AR 72712

Dear sir:

RE: easement release - North Emerald Ave., Hillcrest Townhouses

Please find enclosed SBC's concurrence in your request to the above mentioned easement reduction.

This concurrence must be recorded at the Washington County Courthouse in the office of the circuit clerk to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

attachments

CEI ENGINEERING
ASSOCIATES, INC.

JUL 11 2006

RECEIVED



CONCURRENCE TO VACATE A DEDICATED PUBLIC UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, hereby concurs in the closing of the following dedicated public utility easement in Washington County, to-wit:

All that part of a twenty foot (20') wide utility easement which runs along the west side of the cul-de-sac of Emerald Avenue of the Emerald Subdivision, Phase II, to the City of Fayetteville, Arkansas.

Signed and executed this 11TH day of July, 2006.

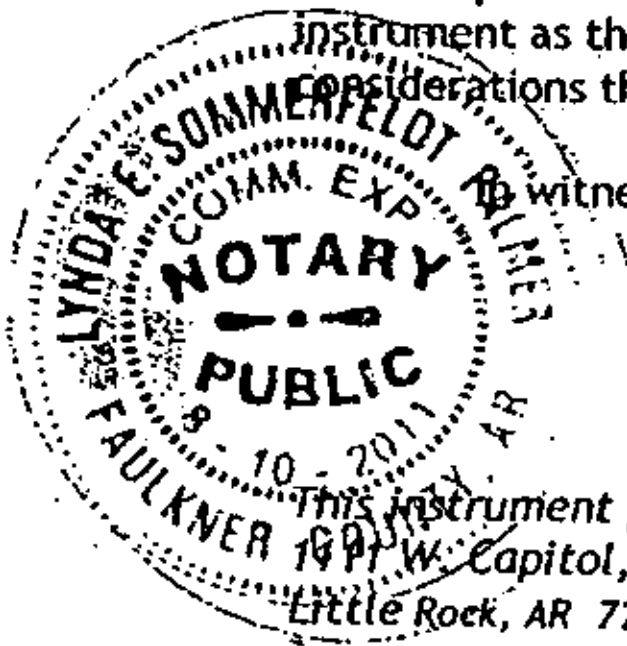
By: *F. Jean Davis*
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 11TH day of July 2006, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

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



This instrument prepared by AT&T
1901 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public
My commission expires August 10, 2011

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY
AND UTILITY EASEMENT VACATIONS

DATE: 07/05/06

UTILITY COMPANY: Southwestern Bell Telephone d.b.a. AT&T Arkansas

REQUESTED VACATION:

Street

Street and all the utility easements located within the vacated street

Right-of-Way for alley or street

☒ Right-of-Way for alley or streets and all utility easements located within the vacated right-of-way

Alley and all utility easements located within the vacated alley

I have been notified of the petition to vacate the following right-of-way.

Described as follows:

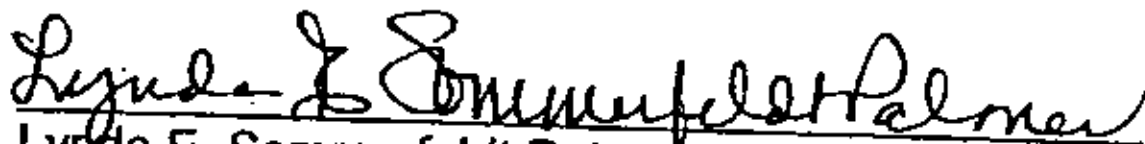
All that part of a twenty foot (20') wide utility easement which runs along the west side of the cul-de-sac of Emerald Avenue of the Emerald Subdivision, Phase II, to the City of Fayetteville, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of this form does not constitute a release of easement. The attached Concurrence must be recorded at the Benton County courthouse in order for this release to be complete and legal.

Signature of AT&T Company Representative:


Lynda E. Sommerfeldt Palmer, Mgr.-Engr. (ROW)

SENT BY: CEI ENGINEERING;

4792739472;

FE. 06 12:33PM YAC 06-2220 PAGE 18

and Hillcrest
Page 18 of 22

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/14/2006

UTILITY COMPANY: Arkansas Western Gas (Johnny Bokes)

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave, City of Fayetteville, Arkansas.
Easement is located on West Side of lot - de - sec.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company Representative

[Signature]
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 2/14/2006UTILITY COMPANY: COX COMMUNICATIONREQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: N. Emerald Ave, City of Fayetteville, Arkansas.
Easement is located on West Side of cul-de-sac.

(Include legal description and graphic representation of what is being vacated)

Please see attached Exhibit for legal description and drawing.

UTILITY COMPANY COMMENTS:

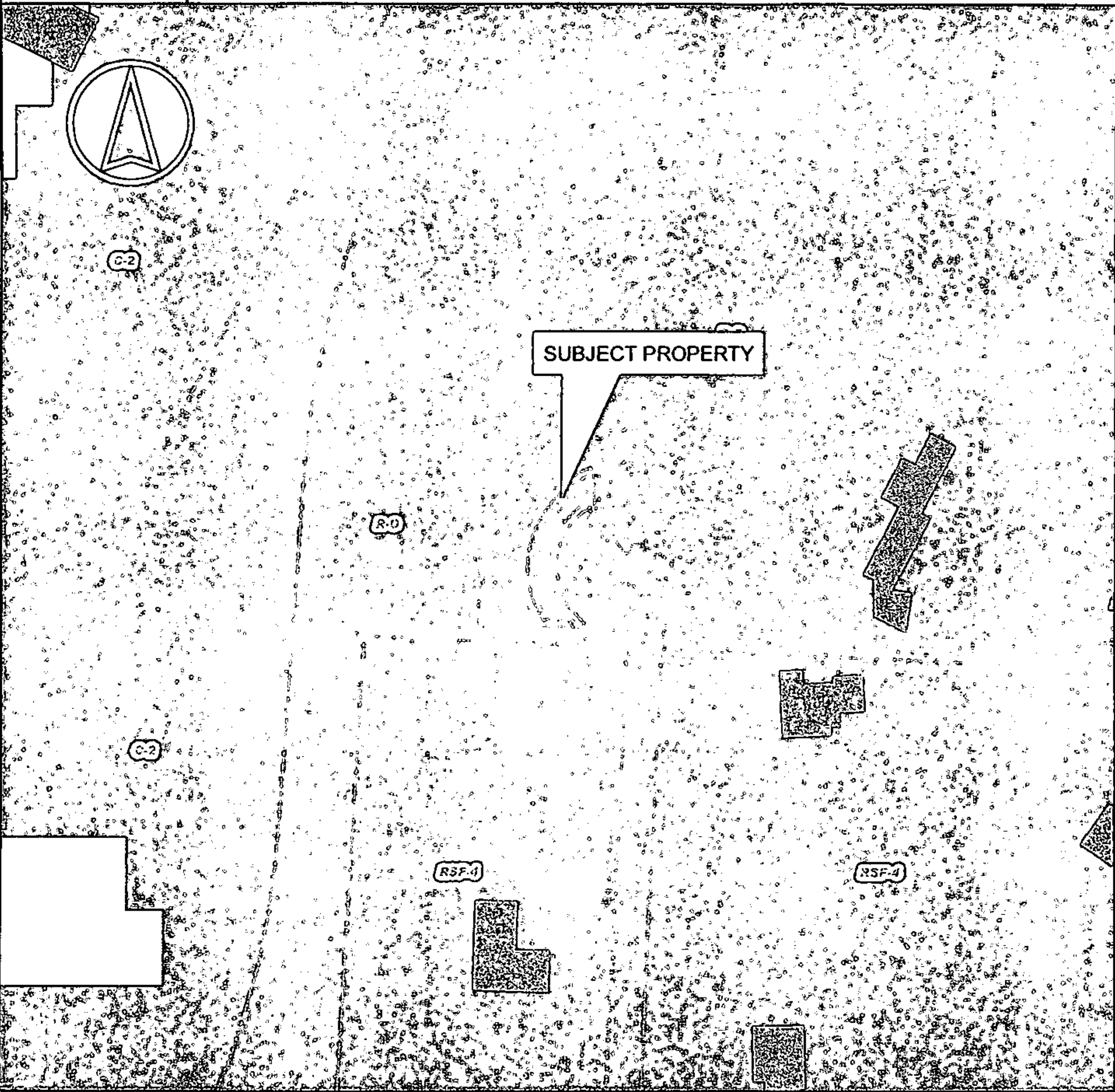
- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)


Signature of Utility Company RepresentativeSYSTEM UTILITY SPECIALIST
Title

VAC06-2220

EMERALD AVE./HILLCREST

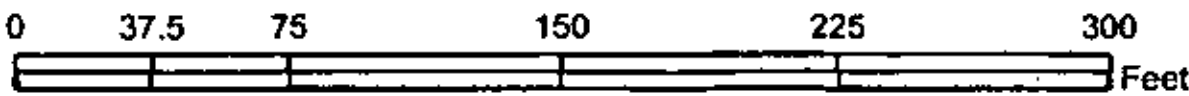
Close Up View



Overview

Legend

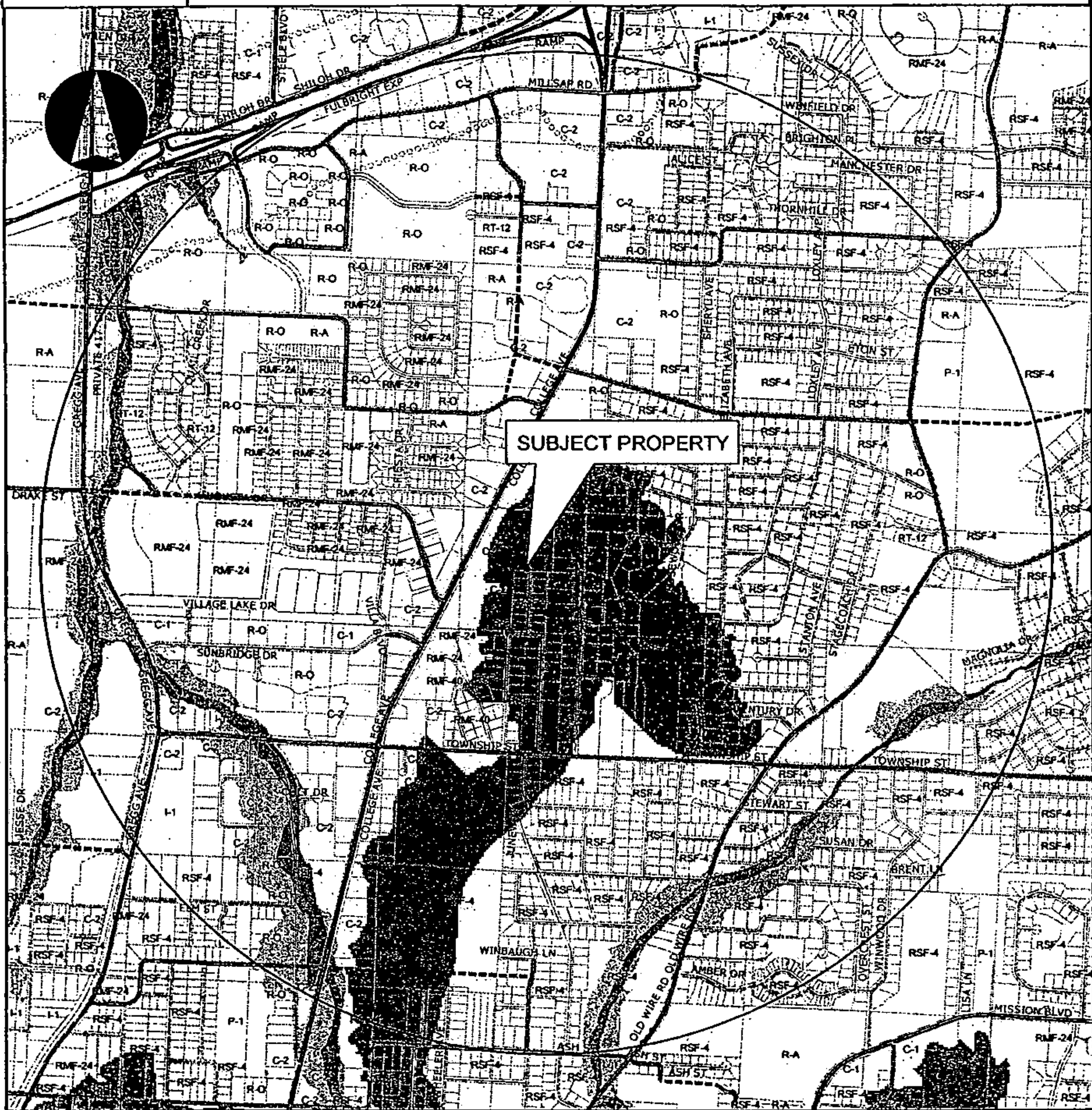
- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- VAC06-2220
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District



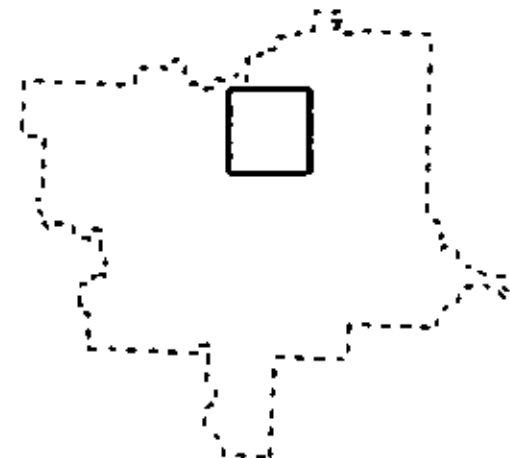
VAC06-2220

One Mile View

EMERALD AVE./HILLCREST



Overview



Legend

Subject Property

VAC06-2220

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

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

C. 5
2007 Compensation & Classification
Plan Implementation
Page 1 of 170

10/3/2006

City Council Meeting Date

Michele Bechhold

Submitted By

Human Resources

Division

Operations

Department

Action Required:

Approve a recommendation from Staff and the Compensation Committee to implement the 2007 Pay Plan.

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

Various

\$

-

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

\$

-

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

9/18/06

Received in Mayor's Office

ENTERED

9/19/06

Comments:



City Council Meeting October 3, 2006

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody and the City Council
THRU: Gary Dumas, Operations Director 
FROM: Michele Bechhold, Human Resources 
DATE: September 18, 2006
SUBJECT: 2007 Compensation & Classification Plan Implementation

On September 12, 2006, the Compensation Committee and representatives from City Administration made a decision to extend the deadline for the final report from Management Advisory Group from September 15, 2006 until 8:00am September 19, 2006. This extension allowed employees additional time to review and provide input for the final report as well as provided MAG with the time needed to evaluate the information provided by employees.

At this time, the Compensation Committee and Staff are waiting to receive the final report to develop recommendation(s) to be forwarded to Council. Budget staff is working to provide funding information that was requested by the Committee.

The Compensation Committee will meet on September 21, 2006. Following that meeting, the recommendation(s) from Staff and the Compensation Committee will be presented to Council at the Agenda Session on September 26, 2006.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE COMPENSATION
COMMITTEE'S RECOMMENDATION TO IMPLEMENT THE
2007 COMPENSATION & CLASSIFICATION PLAN.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby adopts the Compensation Committee's recommendation to implement
the 2007 Compensation & Classification Plan.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED

By:

DAN GOODY, Mayor

ATTEST

By:

SONDRA SMITH, City Clerk

MAG

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Classification and Compensation Study Final Report

City of Fayetteville

September 18, 2006

Management Advisory Group, Inc. (MAG)



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Classification and Compensation Plan

Final Report

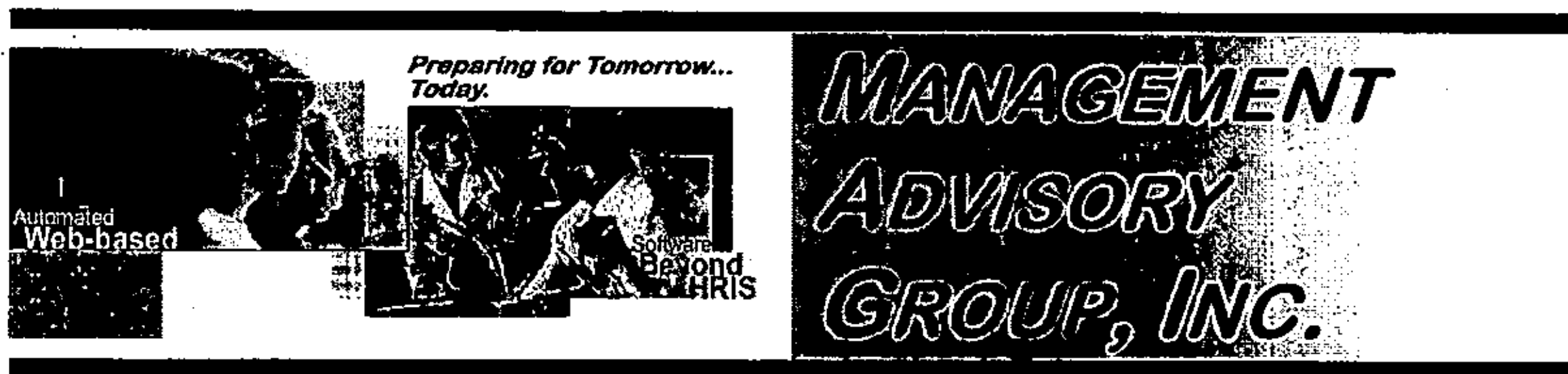
September 18, 2006

By:

MANAGEMENT ADVISORY GROUP, INC.

15532 Yorktown Dr.
Montclair, Virginia 22025
(703) 590-7250
Virginia/DC Area Headquarters

1850 Buford Court
Tallahassee, Florida
(850)386-2711
Tallahassee/Regional Office



Virginia

Florida

North Carolina

September 18, 2006

To: The Honorable Bobby Ferrell, Chair Compensation Committee
The Honorable Robert Reynolds and Lioneld Jordan
Don Marr, Members of Compensation Committee
From: Carolyn Long, President and CEO; Alan Johnson, Senior Vice-President
Subject: Final Report – Classification and Compensation Phase of Study

Management Advisory Group is pleased to provide this Final Report of the Compensation and Classification phase of the overall study. We have prepared a step-by-step guide to reviewing the report, as well as this introduction.

Compensation Philosophy

The Council has adopted a compensation philosophy which provides the guiding direction for the completion of the classification and compensation portion of this study. The compensation philosophy address all aspects of employee compensation and provides a comprehensive framework for the development and support of an excellent workforce.

The City's proposed Compensation Philosophy is as follows:

"The City of Fayetteville is committed to recruiting, retaining and motivating an excellent workforce by providing a high quality of work life to City employees through a competitive compensation structure, competitive benefits program, and a challenging and enriched work environment."

In order to deliver high quality municipal services, the City's workforce must possess key attributes associated with excellence. Therefore, the following key characteristics for all employees are desired:

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- highly skilled;
- customer service oriented;
- possess personal integrity and exhibit ethical behavior;
- highly productive and focused on quality results;
- team players;
- seek opportunities to improve services;
- understand technology;
- value diversity; and,
- committed to the City's welfare.

The City will achieve this pay philosophy by implementing the following initiatives:

Hiring

- provide a base compensation structure that is competitive and strives to be above average in market salaries as incorporated into the City's compensation and classification plan;
- provide for flexibility in both hiring rates and providing compensation for existing employees that is both flexible and internally equitable;
- provide an appropriate set of benchmark positions which establish the foundation for the City's pay line and provide a consistent means for the City to review the market every year and conduct a comprehensive market survey every four years.

Retaining

- provide for a meaningful way for employees to move through the compensation plan based on both experience and achievement so that employees can anticipate rewards based on contributions, experience and performance;
- provide that the annual review of the market and adjustments to the City's overall compensation plan of not less than the cost of living increase become a part of the budgeting process through periodic surveys and the incorporation of the results into the City's proposed budget for personnel costs;
- adopt a policy of regularly reviewing the City's benefits and rewards programs to maintain competitiveness with the City's market.

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Motivating

- provide for a performance and experience recognition program that incorporates the following:
 - the ability to review and rate performance for all employees and to provide adjustments to employees based on their consistent level of achievement and successful experience on the job;
 - a bonus program to provide one-time, on-the-spot rewards for meritorious service; and,
 - a compensation program that recognizes incentives based on job related professional or academic achievements."

The approved compensation philosophy will result in consistently positioning the City's pay line above the market average if fiscal resources permit. Additionally, the City has adopted a policy of regularly evaluating its benefits and performance rewards program to ensure that the City's position relative to the market does not erode.

Collecting Market Data

The survey targets for the market data were initially selected by the Compensation Committee and then adjusted once we began our work. Over 90 positions were selected for inclusion in the survey. The RFP specified that only those jobs that had five (5) or more responses should be included in the final study. Sufficient data was collected on over 80 positions, representing 36% of total city job titles, or slightly more than one (1) out of three (3). While collecting data on such a large number of jobs may be beneficial for this particular study, the number for regular review should probably be reduced to approximately 30 to 35 positions that are true "benchmarks".

"Classic" benchmarks represent points along the pay line, represent different occupational families, and are generic jobs where there is a reasonable expectation that they will be fairly and sufficiently represented in the target organization population. Unique positions or those with special requirements, while often of compelling interest, do not make good "benchmarks" since finding adequate matches is often difficult and results in poor or misleading matches. Even under ideal circumstances, a rule of thumb in compensation work is that a job match will be about 70% equivalent. There are any number of variations between and among organizations that suggest that "identical" job matches are few and far between. *"A benchmark job is a market job (or external job) to which an actual employee's job (or internal job) is matched for pay comparison. Your job should have similar content, as characterized in the job description, of the*

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benchmark job. Matching your job at least 70% to the benchmark job is a good rule of thumb when trying to pick a match"- Salary.com

Salary.com also conducted research on jobs where employees perceived themselves to be underpaid compared to the market. Here are the data and findings of that study:

"This analysis revealed that only 18.7% of the self-proclaimed underpaid employees looking to leave their job were in reality underpaid. That means nearly 80% of these workers who felt that they were underpaid actually were not. The majority of these workers, 34.2%, were paid fairly relative to the market, while 17.4% were overpaid."

Overall market findings for Fayetteville indicated that market data, unadjusted for Geographic Compensation Differentials, resulted in the overall minimum salaries for Fayetteville to lead the market by + 3.23% at the market minimum; at +.18% at the market midpoint; and to lag the market by -2.28% at the market maximum. The overall market has an average range width of approximately 52%, while the average range width of Fayetteville is approximately 41%. These findings do not include the Geographic Compensation Differentials (GCD). Using two independent sources, The Salary Calculator and the results of economic research on wages by the Economic Research Institute, MAG found the cost of labor in the peer and comparable communities used in the market survey to be 4.37% and 4.55% higher, respectively. In order to compare the survey results to the market average, MAG first compared the results to the overall market, unadjusted by the GCD. MAG then adjusted the salary structure generated from the survey to be compatible with 100% of the market average, or a reduction of 4.37% (the lesser of the two cost sources). All of the final responding public sector organizations, (other than published data sources), review and revise their plans on an annual basis.

This places the overall pay structure for fire, police and merit positions in alignment with 100% of the market average, adjusted for the Geographic Compensation Differentials. A percentage above the market average can then be determined by the Compensation Committee to be consistent with the Council's desire, as expressed in the adopted compensation philosophy, to pay above the market average.

Adjustments for the 2007 Fiscal Year

To assist the Compensation Committee in determining an appropriate reference point for adjusting the market point relationship, MAG is including a review of the cost of labor changes for state and local government, not seasonally adjusted. Generally speaking, seasonal adjustments are considered when looking at monthly labor fluctuations and are a statistical means of adjusting for the effects of seasonal differences on a monthly basis. Seasonal adjustments are not needed when looking at annual averages. These data are not seasonally adjusted because we are looking at annual averages.

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Data extracted on: September 8, 2006 (4:08:02 PM)

Employment Cost Index

Series Id:	CIU3020000000000A
Not Seasonally Adjusted	
Compensation:	Wages and salaries
Sector:	State and local government
Periodicity:	12-month percent change
Industryocc:	All workers

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2001	3.5	3.8	3.9	3.8	3.75
2002	3.3	3.2	3.0	3.1	3.15
2003	3.2	3.1	2.4	2.2	2.72
2004	2.1	2.1	2.1	2.1	2.1
2005	2.3	2.3	2.6	3.1	2.57
2006	2.8	3.1			

The annual average for the immediate past four quarters is +2.9%. Although past cost of labor is not an exact model for predicting future market variations, the overall cost of labor for the past five years has averaged 2.85%. Consequently, aging the data by a factor of 2.9% is consistent with labor market performance over the past four quarters and the past five years.

For purposes of considering the impact of this adjustment on the transition cost to the new proposed plans, MAG has adjusted the pay line to reflect an increase of 2.9% over the differentially adjusted market average. This places the current salary structure at an adjusted 102.9%.

Market vs. Internal Relationships

In general MAG has tried to achieve a balance between the market data and the internal relationships. For most positions, internal relationships are given slightly more consideration than market data. Market data, while compelling, is not controlling. However carefully the jobs are matched, it is very seldom that one finds a "perfect match" in the external market. Therefore, in addition to the market information, each job is analyzed and placed in relationship to every other position using a careful review of over 150 compensable points of comparison.

In addition, once MAG had completed a draft Class Comparison report, meetings were held with key staff in a day long workshop meeting to review the results of the draft report for their department and how their jobs "fit" into the overall organizational hierarchy of work. Additional insight, comments and suggestions that were appropriate to the completion of this report were incorporated following these meetings.

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It was important to have this final organizational review of our proposed recommendations to ensure that the spirit of the compensation philosophy of the City is tightly operationalized in the compensation structure designed to support it. While MAG gave great weight to market forces, and full consideration to recommendations from key City staff, the final assignment to proposed job classes reflected MAG's internal analysis of the jobs.

At the upper levels of the City's compensation structure, the City has used titles that have created some "titling compression" that may have impacted on making exact comparisons to the external market. Specifically, because of organizational preferences, some positions that are called Directors in other organizations are titled Supervisors, Managers, or Superintendents. This makes cross-comparisons more difficult and has resulted in some organizations possibly reporting on lower level positions. Although the jobs were carefully described in the survey document, it is only human nature to review the title first and then determine the "match". As a result, MAG, based on many years of experience in doing compensation and classification plans for cities all across the country, has deviated in some cases from the suggested market placement for higher level positions. Other divergences from the suggested market placement have occurred because of difficulty in recruitment or retention, or to ensure market equity with other substantially equivalent positions. This is not unusual, but merely confirms that while market data is an important element in determining job placement, it is only one factor.

Proposed Structures

The internal placements for all positions are set to the market control line, which is based on the regression of the external market data with the internal organizational value for all benchmark positions. As a result, all positions, regardless of assignment to a pay plan, are in substantially equivalent pay plans. The Compensation Committee concluded that one element of the City's compensation design would be overlapping structures. While the Merit plan has fully overlapping structures, care was taken with the Fire and Police structures to create plans that did not overlap on the entry levels, based on promotion to a higher level position at the earliest possible point.

Merit Plan

The proposed pay structure for the Merit compensation plan is currently set at a range width of approximately 52%. This is consistent with the average for the market, which is approximately 52%. There are 34 pay grades in the proposed plan, down from a total of 65 pay grades in the current merit structure. As a result of the reduction of grades and broader ranges, there is a broader grouping of jobs which provides more flexibility in hiring rates and supports a more comprehensive career performance plan (the next phase of the City's review and revision of its compensation design.)

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Fire and Police Structure

The following tables show graphically the **Step** structures proposed for the Fire and Police positions. These structures incorporate a competitive posture with the external market. Additionally, these structures recognize shorter ranges, truncated at the entry level so that employees who are promoted at the first opportunity in their careers, would not overlap salaries with employees already in the higher range. The structures for Fire and Police each have ten steps, with four steps to the market control point (which is substantially equivalent to the midpoint average of the external market) and an additional six steps to the maximum of the range. The market comparisons for fire and police positions included both longevity and holiday pay. The City should ensure that if this plan is adopted that employees in sworn fire and police positions realize that there is no opportunity for additional compensation once the maximum of the range has been reached beyond that which would be provided when the overall structure is adjusted.

Longevity steps are *included* in this proposed structure. If this structure is adopted, it should be recognized that "topping out" or reaching the top step of the range was the desired goal of fire and police personnel and the driving factor behind creating a 10 year plan. "Topping out" should not, in the future, be viewed as an undesirable situation that requires "fixing" through additional steps, longevity, or other payment beyond the market maximum.

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Fire Structure Table:

Fire		
After 3 years, a Firefighter can be promoted to Driver	232	Firefighter - EMT Certified
	31,037	1
	32,320	2
	33,656	3
	35,047	4
	36,496	5
	38,005	6
	39,576	7
	41,212	8
	42,916	9
	44,690	10
After 1 year as Driver / Operator and 5 years in Fayetteville, a Driver can be promoted to Captain	235	Fire Driver
	37,179	1
	38,563	2
	40,011	3
	41,507	4
	43,059	5
	44,669	6
	46,339	7
	48,072	8
	49,869	9
	51,734	10
After 1 year as Captain and 7 in Fayetteville, a Captain can be promoted to Battalion Chief	238	Fire Captain
	49,633	1
	51,648	2
	53,618	3
	55,649	4
	57,730	5
	59,861	6
	62,049	7
	64,291	8
	66,590	9
	68,949	10
	241	Battalion Chief
	69,329	1
	71,686	2
	74,061	3
	76,454	4
	78,875	5
	81,323	6
	83,798	7
	86,299	8
	88,826	9
	91,379	10

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Police Structure Table:

Police			
	330		Police Officer
		33,306	1
		34,627	2
		36,000	3
		37,428	4
After 5 years of service, an officer may be promoted to Police Sergeant		38,913	5
		40,456	6
		42,061	7
		43,729	8
		45,464	9
		47,267	10
	332		Police Corporal
		37,481	1
		38,961	2
		40,499	3
No requirement specified for Police Corporal		42,097	4
		43,759	5
		45,486	6
		47,282	7
		49,148	8
		51,088	9
		53,105	10
	335		Police Sergeant
		43,389	1
After 2 years as a Sergeant and 7 years with Fayetteville, a Sergeant may be promoted to Police Lieutenant		45,102	2
		46,833	3
		48,733	4
		50,657	5
		52,656	6
		54,735	7
		56,895	8
		59,141	9
		61,476	10
	337		Police Lieutenant
After 3 years as a Lieutenant and 8 years with Fayetteville, a Lieutenant may be promoted to Police Captain		49,725	1
		51,688	2
		53,723	3
		55,849	4
		58,053	5
		60,345	6
		62,727	7
		65,203	8
		67,777	9
	340		Police Captain
		55,077	1
		57,563	2
		59,835	3
		62,197	4
		64,652	5
		67,204	6
		69,857	7
		72,614	8
		75,481	9
		78,460	10

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Implementation Assumptions

The Economic Cost Indicator (the labor market cost for state and local government) for the last four quarters is 2.9%. This was the factor used to advance the pay line for the 2007 calendar year. No flat adjustment is included in the calculation for salaries in the coming year. Rather, a general schedule adjustment is recommended along with an implementation formula that ensures that all employees are fairly placed within the new proposed ranges. The overall base market line has been adjusted to 100% of the market midpoint average, adjusted for the Geographic Compensation Differential between Fayetteville and its peer/competitor organizations.

If there is no cost calculated for an employee, under any of the proposed implementation options, the target salary for the employee is less than the current salary. If this is the case, no further adjustment is recommended.

The market control point becomes the frame of reference for range structure development. The market control point is the trend line or pay line resulting from regressing the average of the ranges of the labor market comparables with the internal value of the benchmarked positions. The ranges are then built around the market control point, or market averages. In the instance of truncated ranges, such as those proposed for Fire and Police personnel, the market control point is a constant, while the range "midpoint" will change when entry level steps are dropped. The market control point is the "true North" in the pay structure and is the control point for movement of employees within the ranges.

Detailed summary reports by department or pay plan are included in Section 5 of this report. Dollar costs are summarized by pay plan in the Review Guide to these reports.

Implementation Costs – Fire and Police

Implementation costs for the Fire and Police pay plans are based on a ten step/ten year plan which moves each sworn employee to the market control point of the proposed range based on approximately four years (or equivalent) in the range, and moves the employee to the maximum of the range within ten years. The migration from the current structure to the proposed structure is based solely on longevity.

Implementation Costs – Merit Employees

Because the City currently has an employee appraisal system which accounts for differences in pay, employees who are in the Merit plan are being recommended for placement using a formula based on percentage of range penetration. Each employee is placed in the proposed range at the same percentage of the market control point as they are currently placed in their present range.

The benefit of this approach is that it recognizes the differences in current pay progression which employees have earned through meritorious performance.

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Future Considerations

The City needs to consider, in Phase III of this effort, a strong performance based program for merit employee progression within the range, based on the foundation of normal progression for satisfactory performance. If the employee's performance exceeds "satisfactory" (which would be desirable), the employee could progress more rapidly through the ranges. The software system, **Classification Manager®**, provided by MAG as a part of this study, provides the City with the tools for implementing and maintaining a progressive compensation plan. The compensation structures developed for the City's consideration provide the foundation and framework for a sound performance based program.

Policies for Implementing the Proposed Plans

The following language is recommended for consideration by the Compensation Committee to the Council with respect to handling changes resulting from the study.

Implementation of the Pay Study

*The pay study conducted by Management Advisory Group, Inc., presents recommendations related to **positions** and **pay ranges**, as differentiated from individual employees and their salaries. The specific one-time adjustments for individual employees will vary based on a number of factors including their current placement in the range, current actual salaries, and the specific implementation formula and strategy adopted by the City of Fayetteville.*

During the implementation of the comprehensive pay study, in which all positions have been evaluated for appropriate pay grade assignment, reclassification requests will not be processed.

Implementing changes in pay grade assignments recommended in the proposed report are outside the regular policies of the City. Any changes in employee salary resulting from the implementation of this study will be done by a formula which will be applied equitably and fairly to all employees. Policies related to reclassification and promotion do not apply to the changes resulting from the implementation of the recommended plans.

Next Steps

Benefits Overview

The City provided a broad overview of questions to be considered with respect to benefits provided. It should be noted that this is not an actuarial review of benefits (the City has a benefits consultant who handles that detailed type of review), but a broad review to simply verify that the City's overall benefits package is substantially comparable to essentially the same labor market included in the labor market survey. The questions that are included in the benefits review were approved in advance by the City.

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MAG will complete the benefits review shortly and forward that to the Compensation Committee for review and consideration. This will allow the Compensation Committee to determine if there are any adjustments in benefits that are needed to ensure that the City is offering an overall compensation package that is consistent with the adopted compensation philosophy of striving to provide an "above average" compensation package to City employees. Early results of the benefits survey indicate that the City is fully competitive with the market. If any recommendation results from the finalization of this part of the study, it is anticipated that it would only result in minor "tweaking" to the benefits package.

Employee Review

Employees who feel their job was not given full consideration in the classification process will have an opportunity for review beginning in October and concluding in late November or early December. The review process will include a simple one page review questionnaire completed by the employee. This will be reviewed by the immediate supervisor and the department head with appropriate comment. The review will consider the following three items:

1. Job Placement: the employee feels the position should be placed at a different pay grade level.
2. Job Title: the employee feels the job title is inappropriate and recommends a different title.
3. Employee Placement: the employee feels he or she belongs in a different job title.

Dissatisfaction with the amount of pay or salary adjustment resulting from the City's implementation of MAG's recommendations is not grounds for review. Dissatisfaction with the results of the labor market survey is not grounds for review. (Employees have had an opportunity for input into the external market survey at numerous points along the way. MAG has welcomed the input and included appropriate changes in this final report).

Pay Ordinance for Elected Officials

MAG was asked to specifically review the compensation levels for elected officials (Mayor, City Attorney and City Clerk) and make appropriate recommendations.

The Mayor, City Attorney, District (Municipal) Judge and the City Clerk were included in the market survey and the City Attorney and City Clerk were recommended for placement within the proposed compensation plan. Insufficient data was received for the Mayor's and Judge's position to make a definitive recommendation in the proposed plan based on external market comparisons. MAG will make a recommendation on the pay ordinance for the Mayor along with the provision of the benefits review.

The City Clerk and City Attorney are included in the proposed classification plan.

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After discussion with the District Judge, it was determined that this position should not be included in the proposed compensation plan at this time.

Review of Compensation Policies

Following adoption of a compensation and classification plan, MAG will review the policies regarding structure adjustment; pay rates; new hire offers; step increases; merit increases; promotional increases; position reclassifications and the concept of internal pay compression for alignment with both the structure of the adopted compensation and classification plan and the Council's Compensation Philosophy.

It should be noted that some of the items listed above are included in Phase III – Performance Evaluation Review - of the City's overall review and would be more appropriately included in that part of the study process.

Administration and Maintenance of the New Plan

MAG is providing our **Classification Manager®** software along with appropriate training for the City staff. MAG provides two levels of service permitting the City to select a fully maintained in-house system, if staffing permits. As an option, MAG provides for outsourcing key elements of system maintenance to provide on-going hands-on support to the City for the implementation and maintenance of the system for a modest monthly fee.

Recommendations for the on-going administration of the plan will also include frequency review of other elements of the program such as job classification review and update of descriptions.

On Going Employee Communications

MAG will prepare a concise PowerPoint presentation that will permit the City to effectively communicate to employees the results of the Council's decision to implement the proposed classification and compensation portion of the plan. This presentation will also provide the employees with steps to request additional review of their positions if appropriate.

Council Meeting October 3, 2006

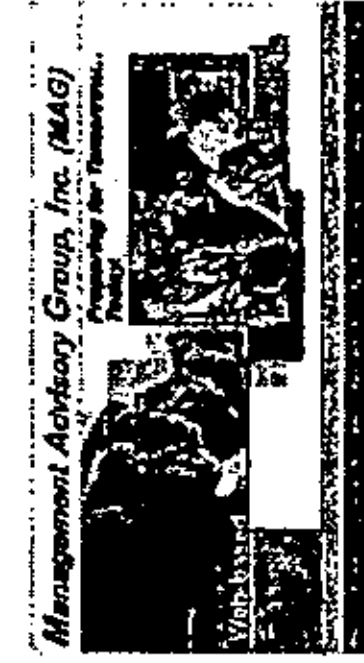
MAG will provide a senior representative at the October 3rd Council Meeting to present the proposed report and to answer any questions concerning implementation options.

A Guide to Reviewing the Compensation and Classification Reports

The City of Fayetteville



September 18, 2006



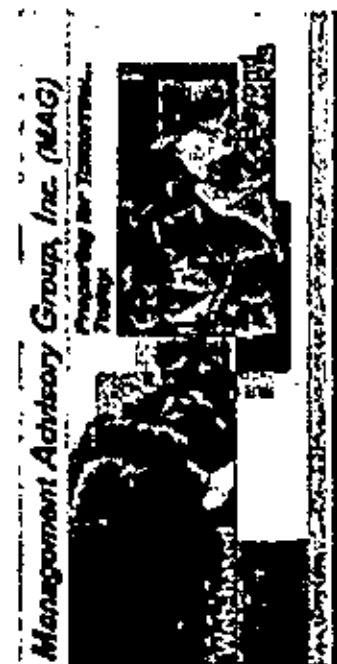
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Overview of Reports...

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- ✓ **Salary Survey Summary (Tab 1)**
- ✓ **Salary Survey Full Report (Tab 2)**
- ✓ **Proposed Pay Plan (Tab 3)**
- ✓ **Class Comparison List (Tab 4)**
- ✓ **Implementation Reports (Tab 5)**



City of Fayetteville, Arkansas - Classification & Compensation Study

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Salary Survey Summary (Section 1)...

This three page report shows the survey averages of the minimum, midpoint, and maximums for all of the surveyed positions. These numbers have not been adjusted to reflect the cost of labor differences and are "raw" numbers.

The City of Fayetteville leads the market at the minimum and midpoint of the average of the market ranges.

The City of Fayetteville is slightly behind the market average at the maximum of the ranges largely because the City, overall, has narrower ranges.



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City of Fayetteville, Arkansas - Classification & Compensation Study

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Salary Survey Report (Section 2)...

This report shows the raw score survey results for all of the surveyed positions.

You will find an overall description of most positions and the minimum qualifications required. (New, vacant positions do not have a description).

Each page identifies the survey results for the position studied.

MAG was pleased to receive input from employees. This information was verified and appropriate changes made to the survey data for inclusion in the final reports. The changes included only resulted in miniscule fractional differences in the City's overall market position.



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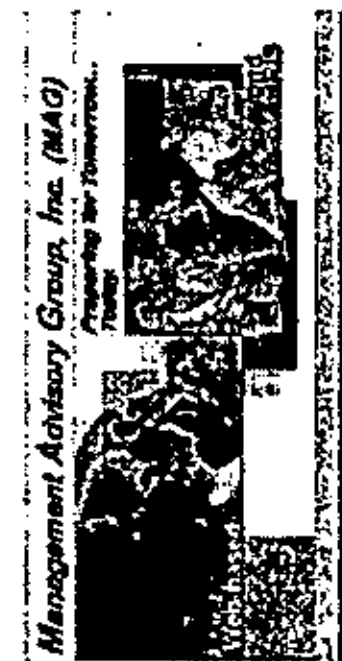
Proposed Pay Plans (Section 3)...

This report shows the recommended pay structure and grade levels for all positions.

There are three proposed plans; Fire, Police and Merit

Each pay grade indicates the recommended pay range.

The table is created at a "102.9%" level above the market average, adjusted for the cost of labor for the responding organizations. The additional 2.9% is recommended because the proposed pay ranges are established for the 2007 calendar (fiscal) year. The proposed pay plan is therefore advanced accordingly.



City of Fayetteville, Arkansas - Classification & Compensation Study

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Proposed Pay Plans (Section 3)...

Fire and Police Pay Plans:

Substantially equivalent plans have been developed for the sworn fire and police positions.

The plans have truncated ranges and are competitive with the overall market values for these important positions.

MAG has recommended an aggressive program for moving employees through the ranges that was explored in the transmittal letter of this report.



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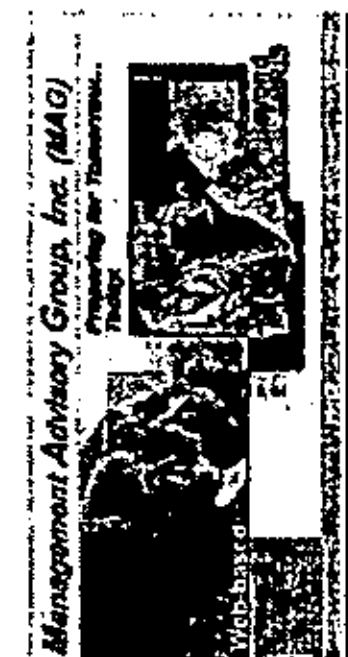
City of Fayetteville, Arkansas - Classification & Compensation Study

Proposed Pay Plan - Sample - Section 3

The proposed pay plan is a simple format that only includes the proposed classes and pay grades. This is the format that is typically approved by a Board.

Code	Proposed Class Title	Min	Mkt	Max
Unified				
10		\$17,801	\$22,696	\$27,592
AGNT	Agent CMANS			
HDMA	Home Delivered Meals Asst			
HOMA	Homemaker Aide			
11		\$18,691	\$23,831	\$28,971
XGRD	Crossing Guard			
12		\$19,626	\$25,023	\$30,420
BDRV	Recycling Bus Driver			
13		\$20,607	\$26,274	\$31,941
BAIL	Bailiff			
KENS	Kennel Staff			
LB01	Laborer I			

Sample Format



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Preparing for Tomorrow...
Today.

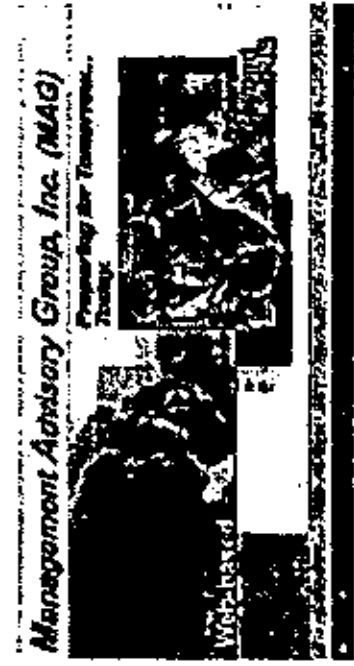


Class Comparison Lists (Section 4)...

This report allows you to compare the current pay ranges for all pay plans and all positions to the recommended levels.

Shown are the proposed title, original or current title, any working title, and the current and proposed pay ranges for each position. The recommended pay ranges are in bold faced type.

Again, this table is created at a "102.9%" level for the 2007 calendar year.



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City of Fayetteville, Arkansas - Classification & Compensation Study

Reviewing the Class Comparison List - Section 4

Grade	Pay Plan	Annual Range			Code	Grade
		Min	Mkt	Max		
10	Unified	\$17,801	\$22,696	\$27,592		
	Agent CMANS				AGNT	
	Home Delivered Meals Asst				HDMA	12
	Homemaker Aide				HDMA	10
11	Unified	\$18,691	\$23,831	\$28,971		
	Crossing Guard				XGRD	
	Crossing Guard				XGRD	
12	Unified	\$19,626	\$25,023	\$30,420		
	Recycling Bus Driver				BDRV	
13	Unified	\$20,607	\$26,274	\$31,941		
	Bailor				BAIL	
	Kennel Staff				KENS	13
	Kennel Staff				KENS	13
	Laborer I				LB01	12

Proposed Pay Range

Original Pay Ranges

Proposed Pay Grade

Proposed Class Title

Original Class Title and Working Title

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City of Fayetteville, Arkansas - Classification & Compensation Study

FAQ's on the Class Comparison List

- Some Jobs are listed more than once, why is this?
- *There is only one proposed title, however, all current titles that were consolidated into the proposed title are shown here.*
- Some jobs are placed higher than market and some are lower, how can this happen?
- *MAG uses market as a guideline and endeavors to place job classes in the proposed schedule within plus or minus 5% of market. However, the most important consideration is the internal equity of the overall classification structure.*
- Some jobs are more than (or less than) 5% from the market.
- *Market is only one factor, an analysis of the actual work is the most important consideration in job placement. The job may be more or less than the reported market, which must be considered as well. In addition to market, MAG compares over 150 compensable factors for each job.*
- Why 2.9% adjustment?
- *The Economic Cost Indicator for state and local government as per BLS: 2.9% in the immediate past four quarters.*



Management Advisory Group, Inc. (MAG)

Providing the best solutions

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City of Fayetteville, Arkansas - Classification & Compensation Study

FAQ's on the Class Comparison List

- Some Jobs are have no current pay range value, why is this?
- Some of these jobs are new positions. For a very few, MAG may not have any current values because the jobs were previously "ungraded".
- I was higher in the City's current pay range. Now I am placed with jobs that are not at all like mine. Is this a mistake?
- Remember we are looking at JOBS and not at PEOPLE. Each JOB is reviewed individually and placed in the new proposed pay range. Jobs may share a range without being at all similar.
- I know my job is much harder than those that are in the same pay range, is this a mistake?
- It is always difficult to know all of the responsibilities of another job in another department, or even in the same department. Without having full knowledge of all the job duties and responsibilities of the other position there is often a perception that the other person's job is "easier." Each job is reviewed for 14 different compensable factors and 150 levels of possible consideration.



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City of Fayetteville, Arkansas - Classification & Compensation Study

Implementation Report (Section 5)...

Preparing for Tomorrow...
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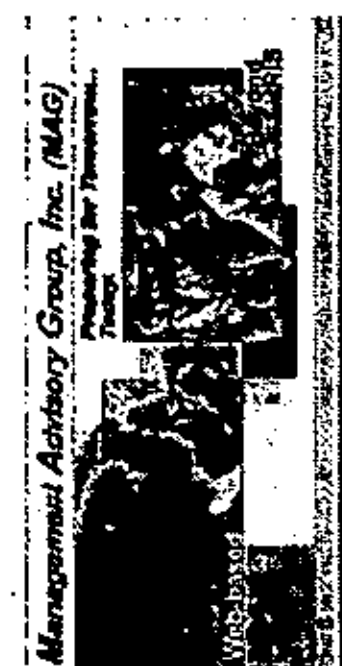
These reports show the fiscal impact of the recommendations for each each department or pay plan.

The Fire and Police plan is based on a 10 step plan, reaching the market control point in four years. To be more consistent with the market, the Fire and Police Plan is approximately 42% in width. (Truncated ranges are shorter since "entry level" steps have been eliminated.)

The Merit plan is based on a 52% range.

MAG is providing implementation cost recommendations for the Committee's consideration for all employees.

If there is no adjustment recommended for an individual employee, then the current salary is at or exceeds the target salary calculation. No further adjustment is needed to bring these employees to a market competitive position.



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City of Fayetteville, Arkansas - Classification & Compensation Study

Implementation Report (Section 5)...

Merit Employee Plan:

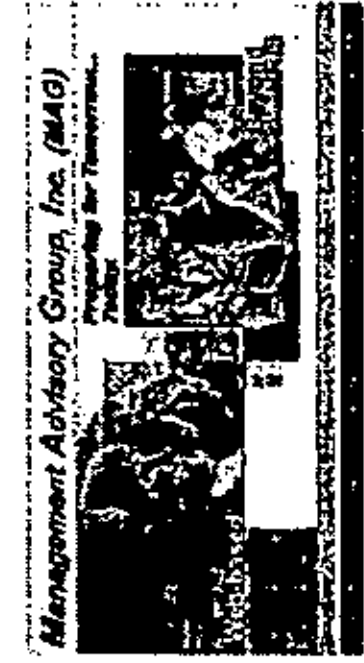
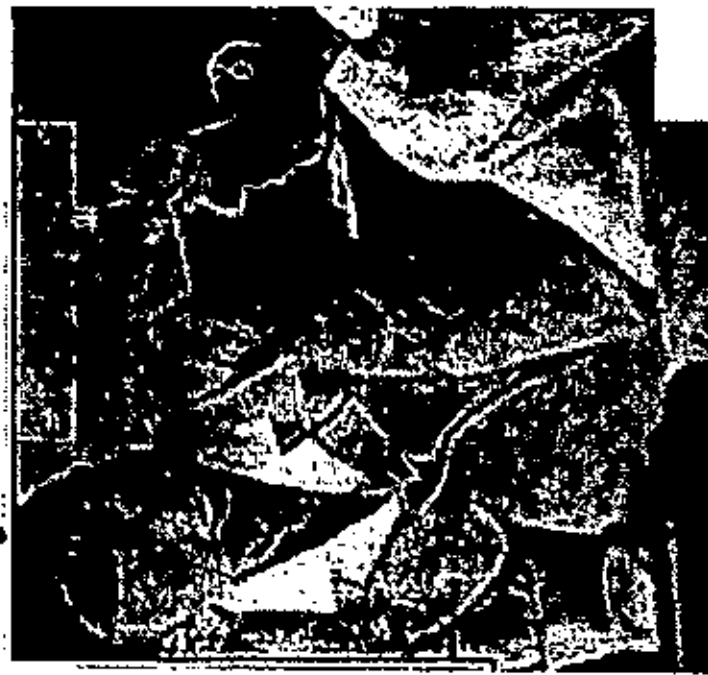
Recommendation: place employees in the new plan at the same overall percentage of range penetration as they are in the current plan.

The differences in the cost impact for merit vs. public safety employees indicates that the City has done an excellent job of salary/market competitiveness for public safety positions, while merit employees have lagged behind.

Cost Impact for:

	COST	% INCREASE
Merit Employees:	\$1,608,594	9.07%

Preparing for Tomorrow...
Today.



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City of Fayetteville, Arkansas - Classification & Compensation Study

Implementation Report (Section 5)...

Preparing for Tomorrow...
Today.

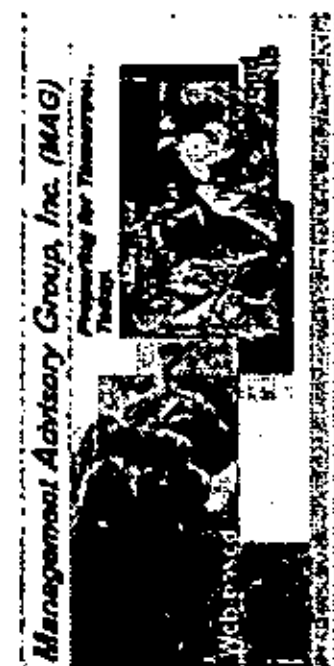


Fire Employee Plan:

Recommendation: Place employees in the new plan based on longevity in the job title (rank).

Cost Impact for:

	Cost	% Increase
Fire Employees:	\$ 284,507	6.85%



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City of Fayetteville, Arkansas - Classification & Compensation Study

Implementation Report (Section 5)...

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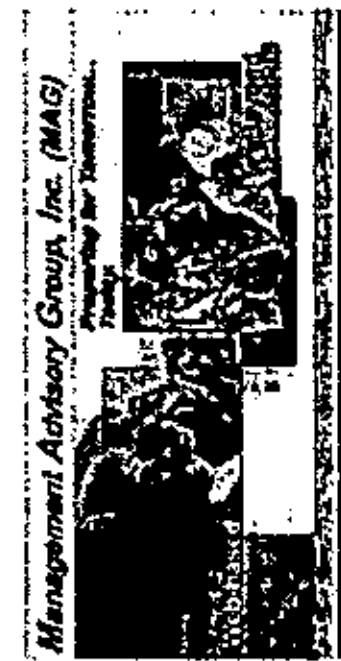


Police Employee Plan:

Recommendation: Place employees in the new plan based on longevity in the job title (rank).

Cost Impact for:

	Cost	% Increase
Police Employees:	\$ 214,395	4.22%

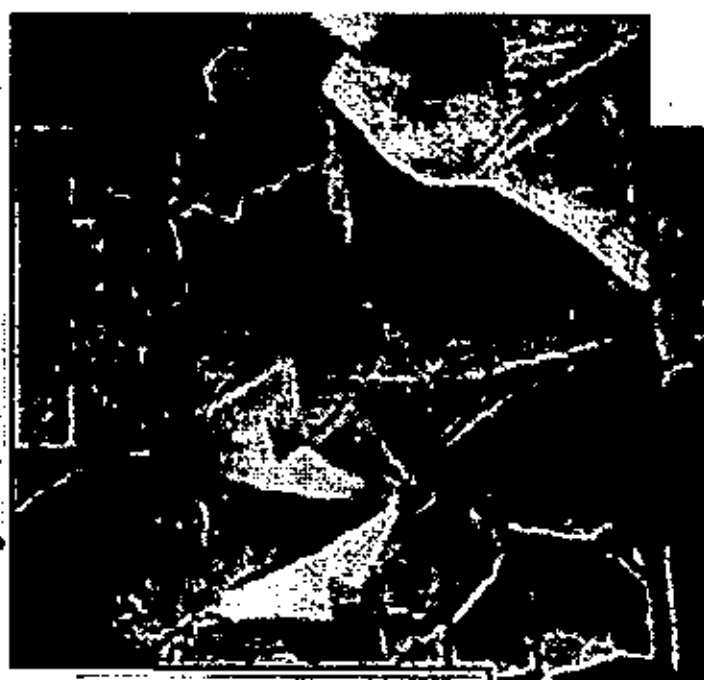


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City of Fayetteville, Arkansas - Classification & Compensation Study

Implementation Report (Section 5)...

Preparing for Tomorrow...
Today.



Total Cost for All Plans:

Recommendation:	Cost	% Increase
Merit Employees:	\$ 1,608,594	9.07%
Fire Employees:	\$ 284,507	6.85%
Police Employees:	\$ 214,395	4.22%
Total Cost:	\$ 2,107,496	



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Section 1

Salary Survey Results Summary

31

Wednesday, September 20, 2006

9:49:20 AM

Salary Survey Results for City of Fayetteville

Job Class Title	Averages For Each Job Class						City of Fayetteville							
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min	Mid	Max	Range Width			
GROUNDKEEPER	\$19,253	\$23,568	\$27,928				45.1%							
CUSTODIAN	\$19,381	\$23,748	\$28,144				45.2%	\$17,867	-8.5%	\$21,526	-10.3%	\$25,185	-11.7%	41.0%
MAINTENANCE WORKER II	\$18,816	\$24,256	\$29,697				57.8%	\$18,726	-0.5%	\$22,561	-7.5%	\$26,396	-12.5%	41.0%
PARKING ENFORCEMENT OFFICER	\$20,813	\$25,437	\$30,060				44.4%	\$22,681	8.2%	\$27,326	6.9%	\$31,971	6.0%	41.0%
SECRETARY	\$22,376	\$27,618	\$32,989				47.4%	\$23,599	5.2%	\$28,433	2.9%	\$33,266	0.8%	41.0%
MAINTENANCE WORKER III	\$21,489	\$27,658	\$34,042				58.4%	\$20,483	-4.9%	\$24,679	-12.1%	\$28,874	-17.9%	41.0%
CUSTOMER SERVICE REPRESENTATIVE	\$22,494	\$27,748	\$33,001				46.7%	\$20,962	-7.3%	\$25,256	-9.9%	\$29,550	-11.7%	41.0%
ACCOUNTING CLERK	\$22,573	\$28,084	\$33,640				49.0%	\$23,599	4.3%	\$28,433	1.2%	\$33,266	-1.1%	41.0%
METER READER	\$22,905	\$28,328	\$33,751				47.4%	\$20,483	-11.8%	\$24,679	-14.8%	\$28,874	-16.9%	41.0%
MAINTENANCE WORKER IV - WATER LICENSE	\$21,670	\$29,272	\$36,874				70.2%	\$23,540	7.9%	\$28,361	-3.2%	\$33,182	-11.1%	41.0%
DEPUTY COURT CLERK	\$24,219	\$29,372	\$34,526				42.6%	\$23,599	-2.6%	\$28,433	-3.3%	\$33,266	-3.8%	41.0%
SENIOR CUSTOMER SERVICE REPRESENTATIVE	\$23,392	\$29,515	\$35,638				52.4%	\$23,599	0.9%	\$28,433	-3.8%	\$33,266	-7.1%	41.0%
POLICE SUPPORT SPECIALIST	\$24,319	\$29,642	\$35,355				45.4%	\$23,599	-3.0%	\$28,433	-4.3%	\$33,266	-6.3%	41.0%
ANIMAL SERVICES OFFICER	\$24,577	\$29,907	\$35,272				43.5%	\$27,954	12.1%	\$33,679	11.2%	\$39,405	10.5%	41.0%
PURCHASING CLERK	\$23,639	\$30,969	\$38,299				62.0%	\$23,599	-0.2%	\$28,433	-8.9%	\$33,266	-15.1%	41.0%
EQUIPMENT MECHANIC I	\$24,913	\$31,245	\$37,630				51.0%	\$22,681	-9.8%	\$27,326	-14.3%	\$31,971	-17.7%	41.0%
DISPATCHER	\$25,396	\$31,570	\$37,775				48.7%	\$26,176	3.0%	\$31,538	-0.1%	\$36,899	-2.4%	41.0%
BUILDING MAINTENANCE WORKER V	\$25,823	\$31,844	\$37,905				46.8%	\$25,317	-2.0%	\$30,503	-4.4%	\$35,688	-6.2%	41.0%
ACCOUNT CLERK - RECEIVABLE	\$25,617	\$31,972	\$38,327				49.6%	\$26,236	2.4%	\$31,609	-1.1%	\$36,983	-3.6%	41.0%
DRIVER - SOLID WASTE	\$27,428	\$32,508	\$37,639				37.2%	\$26,176	-4.8%	\$31,538	-3.1%	\$36,899	-2.0%	41.0%
ACCOUNT CLERK/PAYROLL	\$26,494	\$33,457	\$40,500				52.9%	\$30,191	12.2%	\$36,375	8.0%	\$42,558	4.8%	41.0%
TRAFFIC TECHNICIAN	\$26,878	\$33,617	\$40,586				51.0%	\$25,317	-6.2%	\$30,503	-10.2%	\$35,688	-13.7%	41.0%
EXECUTIVE SECRETARY	\$27,716	\$34,332	\$40,982				47.9%	\$30,191	8.2%	\$36,375	5.6%	\$42,558	3.7%	41.0%
CODE COMPLIANCE OFFICER	\$28,718	\$35,216	\$41,760				45.4%	\$27,095	-6.0%	\$32,644	-7.9%	\$38,194	-9.3%	41.0%
EQUIPMENT MECHANIC II	\$29,236	\$35,611	\$42,034				43.8%	\$27,954	-4.6%	\$33,679	-5.7%	\$39,405	-6.7%	41.0%
ADMINISTRATIVE ASSISTANT- MAYOR'S OFFICE	\$28,729	\$36,132	\$43,600			\$36,858	51.8%	\$26,236	-9.5%	\$31,609	-14.3%	\$36,983	-17.9%	41.0%
LEAD COURT CLERK	\$28,704	\$36,189	\$43,674				52.2%	\$30,191	4.9%	\$36,375	0.5%	\$42,558	-2.6%	41.0%
BENEFITS COORDINATOR	\$28,887	\$36,637	\$44,440				53.8%	\$26,236	-10.1%	\$31,609	-15.9%	\$36,983	-20.2%	41.0%
INSPECTOR/RESIDENTIAL	\$29,977	\$37,248	\$44,710				49.1%	\$31,050	3.5%	\$37,410	0.4%	\$43,769	-2.1%	41.0%
FIREFIGHTER	\$31,578	\$37,473	\$43,367				37.3%	\$30,802	-2.5%	\$35,529	-5.5%	\$40,255	-7.7%	30.7%
CAD DRAFTER	\$29,826	\$37,553	\$45,332				52.0%	\$30,191	1.2%	\$36,375	-3.2%	\$42,558	-6.5%	41.0%
HORTICULTURIST	\$29,556	\$37,778	\$46,000				55.6%	\$34,792	15.0%	\$41,918	9.9%	\$49,043	6.2%	41.0%
GIS TECHNICIAN	\$30,219	\$37,879	\$45,590				50.9%	\$33,073	8.6%	\$39,848	4.9%	\$46,622	2.2%	41.0%
LEAD DISPATCHER	\$30,938	\$38,025	\$45,303				46.4%	\$32,768	5.6%	\$39,480	3.7%	\$46,191	1.9%	41.0%
OFFICE MANAGER	\$28,631	\$38,208	\$47,972				67.6%	\$30,191	5.2%	\$36,375	-5.0%	\$42,558	-12.7%	41.0%
PW CREW LEADER - WATER LICENSE	\$30,123	\$38,258	\$46,394				54.0%	\$28,813	-4.5%	\$34,714	-10.2%	\$40,616	-14.2%	41.0%
MAINTENANCE CREW LEADER	\$29,908	\$38,599	\$47,290				58.1%	\$31,909	6.3%	\$38,445	-0.4%	\$44,980	-5.1%	41.0%

Salary Survey Results for City of Fayetteville

Job Class Title	Averages For Each Job Class						City of Fayetteville							
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min	Mid	Max	Range Width			
INSPECTOR/COMMERCIAL & RESIDENTIAL	\$32,014	\$39,214	\$46,607				45.6%	\$34,566	7.4%	\$41,645	5.8%	\$48,725	4.3%	41.0%
SURVEYOR	\$31,585	\$40,774	\$50,285				59.2%	\$33,706	6.3%	\$40,610	-0.4%	\$47,514	-5.8%	41.0%
POLICE OFFICER	\$33,979	\$40,983	\$48,146				41.7%	\$33,607	-1.1%	\$40,182	-2.0%	\$46,757	-3.0%	39.1%
PLANNER	\$34,803	\$43,268	\$51,978				49.3%	\$38,695	10.1%	\$46,621	7.2%	\$54,546	4.7%	41.0%
DRIVER/OPERATOR/FIREFIGHTER	\$37,822	\$43,271	\$48,720				28.8%	\$38,614	2.0%	\$42,607	-1.6%	\$46,599	-4.6%	20.7%
Police Corporal	\$36,191	\$43,764	\$51,336				41.8%	\$43,652	17.1%	\$46,042	4.9%	\$48,432	-6.0%	11.0%
FLEET OPERATIONS SUPERVISOR	\$36,804	\$45,128	\$53,451				45.2%	\$34,792	-5.8%	\$41,918	-7.7%	\$49,043	-9.0%	41.0%
SOLID WASTE OPERATIONS SUPERVISOR	\$35,503	\$45,138	\$54,773				54.3%	\$39,554	10.2%	\$47,656	5.3%	\$55,757	1.8%	41.0%
W/S FIELD SUPERINTENDENT	\$38,769	\$47,891	\$57,014				47.1%	\$36,284	-6.8%	\$43,715	-9.6%	\$51,147	-11.5%	41.0%
PROJECT MANAGER	\$37,395	\$48,086	\$59,178				58.3%							
FIRE CAPTAIN	\$43,700	\$49,019	\$54,438				24.6%	\$45,212	3.3%	\$49,388	0.7%	\$53,564	-1.6%	18.5%
CITY CLERK	\$41,798	\$50,434	\$59,070			\$52,005	41.3%	\$38,695	-8.0%	\$46,621	-8.2%	\$54,546	-8.3%	41.0%
FINANCIAL ANALYST	\$39,068	\$50,508	\$61,949				58.6%	\$38,695	-1.0%	\$46,621	-8.3%	\$54,546	-13.6%	41.0%
POLICE SERGEANT	\$45,591	\$52,177	\$58,965				29.3%	\$41,418	-10.1%	\$49,160	-6.1%	\$56,901	-3.6%	37.4%
GIS COORDINATOR/GIS SUPERVISOR	\$41,215	\$52,255	\$63,295				53.6%	\$46,646	11.6%	\$56,199	7.0%	\$65,753	3.7%	41.0%
BILLING AND COLLECTIONS MANAGER	\$42,867	\$52,480	\$62,223				45.2%	\$51,233	16.3%	\$61,726	15.0%	\$72,220	13.8%	41.0%
PARKS MAINT SUPERINTENDENT	\$42,811	\$52,612	\$62,627				46.3%	\$44,068	2.9%	\$53,094	0.9%	\$62,121	-0.8%	41.0%
SYSTEMS ANALYST	\$41,378	\$52,636	\$64,152				55.0%	\$41,272	-0.3%	\$49,726	-5.9%	\$58,179	-10.3%	41.0%
PURCHASING MANAGER	\$42,066	\$53,127	\$64,494				53.3%	\$51,233	17.9%	\$61,726	13.9%	\$72,220	10.7%	41.0%
RECREATION SUPERINTENDENT	\$44,851	\$54,156	\$63,830				42.3%	\$44,068	-1.8%	\$53,094	-2.0%	\$62,121	-2.8%	41.0%
FLEET OPERATIONS SUPERINTENDENT	\$46,980	\$55,125	\$63,270				34.7%	\$51,233	8.3%	\$61,726	10.7%	\$72,220	12.4%	41.0%
DATABASE ADMINISTRATOR	\$45,252	\$55,599	\$66,044				45.9%	\$46,646	3.0%	\$56,199	1.1%	\$65,753	-0.4%	41.0%
NETWORK ENGINEER	\$44,021	\$56,323	\$68,626				55.9%	\$46,646	5.6%	\$56,199	-0.2%	\$65,753	-4.4%	41.0%
HUMAN RESOURCES ADMINISTRATOR	\$44,366	\$56,651	\$68,935				55.4%	\$44,068	-0.7%	\$53,094	-6.7%	\$62,121	-11.0%	41.0%
SR PROGRAMMER/ANALYST	\$44,676	\$58,025	\$71,830				60.8%	\$46,646	4.2%	\$56,199	-3.2%	\$65,753	-9.2%	41.0%
BATTALION CHIEF	\$50,457	\$58,660	\$66,950			\$62,218	32.7%	\$52,454	3.8%	\$57,321	-2.3%	\$62,187	-7.7%	18.6%
DEPUTY CITY PROSECUTOR	\$44,539	\$58,822	\$73,105			\$65,650	64.1%	\$44,068	-1.1%	\$53,094	-10.8%	\$62,121	-17.7%	41.0%
POLICE LIEUTENANT	\$51,577	\$59,292	\$67,301				30.5%	\$46,423	-11.1%	\$54,887	-8.0%	\$63,350	-6.2%	36.5%
TRANSPORTATION SUPERINTENDENT	\$48,007	\$59,335	\$70,663				47.2%	\$51,233	6.3%	\$61,726	3.9%	\$72,220	2.2%	41.0%
STAFF ENGINEER	\$47,245	\$59,717	\$72,481			\$51,154	53.4%	\$53,810	12.2%	\$64,831	7.9%	\$75,853	4.4%	41.0%
ACCOUNTING MANAGER	\$51,358	\$62,506	\$73,794				43.7%	\$59,293	13.4%	\$71,438	12.5%	\$83,582	11.7%	41.0%
POLICE CAPTAIN	\$56,808	\$65,339	\$74,211				30.6%	\$52,474	-8.3%	\$61,867	-5.6%	\$71,261	-4.1%	35.8%
PROSECUTING ATTORNEY	\$48,106	\$67,312	\$86,518			\$82,180	79.8%	\$64,036	24.9%	\$77,152	12.8%	\$90,268	4.2%	41.0%
WATER & SEWER OPERATIONS MANAGER	\$51,995	\$68,826	\$85,656				64.7%	\$59,293	12.3%	\$71,438	3.7%	\$83,582	-2.5%	41.0%
ASSISTANT FIRE CHIEF	\$59,088	\$70,096	\$81,193			\$63,531	37.4%	\$64,148	7.9%	\$77,287	9.3%	\$90,426	10.2%	41.0%
CITY ENGINEER	\$59,467	\$73,153	\$86,943			\$58,543	46.2%	\$66,613	10.7%	\$80,257	8.9%	\$93,901	7.4%	41.0%
HUMAN RESOURCES DIRECTOR	\$63,712	\$76,196	\$88,788			\$56,366	39.4%	\$59,293	-7.5%	\$71,438	-6.7%	\$83,582	-6.2%	41.0%
DIRECTOR OF CURRENT PLANNING	\$63,367	\$76,203	\$89,180			\$60,874	40.7%	\$59,293	-6.9%	\$71,438	-6.7%	\$83,582	-6.7%	41.0%

Salary Survey Results for City of Fayetteville

Job Class Title	Averages For Each Job Class					City of Fayetteville				
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min	Mid	Max
DEPUTY CHIEF OF POLICE	\$64,564	\$76,288	\$88,154				36.5%	\$65,269	\$78,637	\$92,005
PARKS & REC DIRECTOR	\$64,851	\$77,829	\$91,055			\$65,576	40.4%	\$59,283	\$71,438	\$83,582
INFORMATION TECHNOLOGIES MANAGER/IT DIRECTOR	\$64,667	\$77,966	\$91,641				41.7%	\$61,870	\$74,543	\$87,215
FIRE CHIEF	\$70,269	\$84,941	\$99,743			\$84,554	41.9%	\$70,155	\$84,524	\$98,893
FINANCE DIRECTOR	\$69,202	\$85,425	\$101,749			\$80,445	47.0%	\$77,820	\$93,759	\$109,698
WATER/WASTEWATER DIRECTOR	\$71,167	\$86,051	\$100,935				41.8%	\$71,701	\$86,387	\$101,072
POLICE CHIEF	\$71,326	\$86,310	\$101,717			\$87,632	42.6%	\$70,155	\$84,524	\$98,893
CITY ATTORNEY	\$71,442	\$91,263	\$111,083			\$79,033	55.5%	\$72,934	\$87,872	\$102,810
Survey Averages	\$38,626	\$47,670	\$56,821			\$65,774	48.10%	\$40,009	\$47,877	\$55,745
								3.46%	0.43%	-1.93%
										39.33%

Section 2

Salary Survey Detail Results

Salary Survey Results for City of Fayetteville

ACCOUNT CLERK - RECEIVABLE

Descip The incumbent is responsible for performing all aspects of accounts receivable including collection, pension checks and account balancing. Enters all payroll changes including benefits, new employees, pay changes and checks payroll hours for accuracy after being entered by payroll clerk. Balances various general ledger accounts in accordance with responsibilities. Reviews check and purchase order batches for accuracy.

Quals	High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience.								
Respondent	MatchingTitle	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	BILLING & POSTING CLERK	Good	\$17,500	\$25,850	\$34,200	95.4%	☐		
City of Manhattan	Finance Clerk	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of Lee's Summit	Cash Receipts Clerk	Good	\$23,250	\$29,025	\$34,800	49.7%	☐		
City of North Little Rock	Accounting Clerk Senior	Good	\$23,642	\$29,389	\$35,136	48.6%	☐		
City of St. Joseph	Account Technician	Good	\$24,175	\$29,276	\$34,376	42.2%	☐		
City of Columbia	Accounting Assistant	Good	\$24,584	\$28,976	\$33,367	35.7%	☐		
City of Edmond	Fiscal Specialist	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
City of Little Rock	Accounting Specialist	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		
City of Blue Springs	Account Technician - Accounts Receivable	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
State of Arkansas	Accounting Services Rep I	Good	\$27,629	\$40,225	\$52,820	91.2%	☐		
NOARK	Accounting Clerk III	Good	\$30,401	\$38,204	\$46,006	51.3%	☐		
City of Florissant	Accounting Clerk	Good	\$33,259	\$35,558	\$37,856	13.8%	☐		
Average			\$25,617	\$31,972	\$38,327	49.6%			

City of Fayetteville

\$ Difference	\$26,236	\$31,609	\$36,983	41.0%
% Difference	\$619	(\$363)	(\$1,344)	-3.6%
	2.4%	-1.1%		

Salary Survey Results for City of Fayetteville

ACCOUNT CLERK/PAYROLL

Describe The incumbent is responsible for processing the payroll for all City of Fayetteville employees and all procedures directly related to the said process in a timely and accurate manner.

Quals Associate's degree (A.A.) from two year college or technical school and two years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	PAYROLL & TIMEKEEPING CLERK								
City of Joplin	Payroll Clerk	Good	\$17,800	\$27,050	\$36,300	103.9%	☐		
University of Arkansas	Payroll Officer	Good	\$19,818	\$23,238	\$26,657	34.5%	☐		
City of North Little Rock	Payroll Accounting Clerk	Good	\$21,446	\$31,232	\$41,017	91.3%	☐		
State of Arkansas	Payroll Services Specialist	Good	\$23,642	\$29,389	\$35,136	48.6%	☐		
City of St. Joseph	Payroll Technician	Good	\$25,897	\$37,738	\$49,578	91.4%	☐		
City of Stillwater	Payroll Technician	Good	\$26,786	\$32,438	\$38,089	42.2%	☐		
City of Little Rock	Payroll Specialist	Good	\$26,790	\$32,510	\$38,230	42.7%	☐		
City of Blue Springs	Account Technician - Payroll	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		
City of Jonesboro	Payroll and Accounting Specialist	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
NOARK	Payroll Clerk	Good	\$29,427	\$36,207	\$44,115	49.9%	☐		
City of Manhattan	Payroll Specialist	Good	\$30,029	\$36,952	\$43,874	46.1%	☐		
City of Lee's Summit	Payroll Specialist	Good	\$30,472	\$36,473	\$42,474	39.4%	☐		
City of Saint Charles	Payroll Technician	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
Average			\$26,494	\$33,457	\$40,500	52.9%			

City of Fayetteville			\$30,191	\$36,375	\$42,558	41.0%
	\$ Difference		\$3,697	\$2,918	\$2,058	
	% Difference		12.2%	8.0%	4.8%	

Salary Survey Results for City of Fayetteville

ACCOUNTING CLERK

Descript The incumbent is responsible for basic data entry and related practices in the maintenance of financial records. Data input for check requests, journal entries, tracking of cash disbursements, receipting in large sums of money. Handles telephone and reception duties for the Accounting Division. Responsible for basic clerical duties. Assist with for distributing mail for the division.

Quals	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
	City of Joplin	Accounting Clerk	Good	\$16,270	\$19,074	\$21,877	34.5%	☐		
	ONET	BOOKKEEPING, ACCOUNTING AUDITING CLERK	Good	\$17,700	\$26,850	\$36,000	103.4%	☐		
	City of Springfield	Accounting Clerk I	Good	\$18,845	\$22,787	\$26,728	41.8%	☐		
	City of Edmond	Accounting Clerk	Good	\$19,896	\$24,646	\$29,395	47.7%	☐		
	City of Little Rock	Accounting Clerk I	Good	\$20,646	\$24,580	\$28,514	38.1%	☐		
	State of Arkansas	Accounting Technician II	Good	\$21,446	\$31,232	\$41,017	91.3%	☐		
	City of North Little Rock	Accounting Clerk III	Good	\$21,543	\$26,800	\$32,056	48.8%	☐		
	City of St. Joseph	Clerk	Good	\$22,966	\$27,812	\$32,657	42.2%	☐		
	City of Lee's Summit	Accounting Clerk	Good	\$24,713	\$30,993	\$37,273	50.8%	☐		
	City of Manhattan	Finance Technician	Good	\$25,168	\$30,108	\$35,048	39.3%	☐		
	NOARK	Accounting Clerk I	Good	\$26,094	\$31,607	\$37,120	42.3%	☐		
	City of Jonesboro	Place Matching Title Here	Poor	\$26,660	\$33,294	\$40,566	52.2%	☐		
	City of Stillwater	Accounting Technician	Good	\$26,790	\$32,510	\$38,230	42.7%	☐		
	City of Saint Charles	Accounting Clerk	Good	\$27,281	\$30,884	\$34,486	26.4%	☐		
Average				\$22,573	\$28,084	\$33,640	49.0%			

City of Fayetteville				\$23,599	\$28,433	\$33,266	41.0%
	\$ Difference			\$1,026	\$349	(\$374)	
	% Difference			4.3%	1.2%	-1.1%	

Salary Survey Results for City of Fayetteville

ACCOUNTING MANAGER

Describe The incumbent is responsible for providing management, coordination and supervision of accounting, payroll, pension, investing and debt activities of the City. Responsible for producing the comprehensive annual financial report for the City and overseeing the external audit.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and seven years of related experience and/or training; or equivalent combination of education and experience and a minimum of three years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Accounting Manager	Good	\$37,663	\$45,441	\$53,219	41.3%	☒		
City of Blue Springs	Accounting Manager	Good	\$38,861	\$48,576	\$58,291	50.0%	☒		
City of St. Joseph	Accounting Manager	Good	\$41,108	\$49,781	\$58,454	42.2%	☒		
City of Columbia	Treasurer	Good	\$50,823	\$60,098	\$69,372	36.5%	☒		
City of Edmond	Controller	Good	\$51,104	\$63,304	\$75,504	47.7%	☒		
City of Bentonville	Accounting Manager	Good	\$53,061	\$71,636	\$90,210	70.0%	☐		
City of Springfield	Accounting Manager	Good	\$56,077	\$65,895	\$75,712	35.0%	☐		
City of Jonesboro	Place Matching Title Here	Good	\$58,751	\$73,372	\$89,397	52.2%	☒		
City of Saint Charles	Accounting Manager	Good	\$61,265	\$67,217	\$73,169	19.4%	☒		
NOARK	Accounting Manager	Good	\$64,869	\$79,742	\$94,615	45.9%	☐		
Average			\$51,358	\$62,506	\$73,794	43.7%			

City of Fayetteville			\$59,293	\$71,438	\$83,582	41.0%
	\$ Difference		\$7,935	\$8,932	\$9,788	
	% Difference		13.4%	12.5%	11.7%	

Salary Survey Results for City of Fayetteville

ADMINISTRATIVE ASSISTANT - MAYOR'S OFFICE

Descrip The incumbent is responsible for providing administrative support and assistance to department directors and Mayor. Extends good public relations with citizens and other organizations. Assists with research for large projects from various sources and develop reports and recommendations. Requires the use of tact, initiative and independent judgment in screening calls, dealing with difficult citizen complaints, requests for assistance, information or service to the public. Provides calendar maintenance, meeting organization, document and report preparation and record keeping. Work requires coordination, administration and monitoring of specialized and confidential activities, projects and tasks with minimal supervision.

Quals Associate's degree (A.A.) from two year college or technical school plus three to five years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	Mayor's Administrative Assistant	Good					☐		\$36,858
O'NET	EXEC SECRETARY & ADMIN ASST	Good	\$20,600	\$31,600	\$42,600	106.8%	☐		
University of Arkansas	Administrative Assistant II	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
City of Manhattan	Administrative Assistant	Good	\$25,168	\$30,108	\$35,048	39.3%	☐		
City of Blue Springs	Administrative Secretary	Good	\$25,256	\$31,571	\$37,885	50.0%	☐		
City of Edmond	Staff Assistant to Mayor and Council	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
State of Arkansas	Administrative Assistant II	Good	\$25,897	\$37,738	\$49,578	91.4%	☐		
City of Lee's Summit	Secretary to Mayor	Good	\$26,755	\$33,665	\$40,575	51.7%	☐		
City of Stillwater	Administrative Assistant	Good	\$26,790	\$32,510	\$38,230	42.7%	☐		
City of Columbia	Administrative Technician	Good	\$26,994	\$31,891	\$36,787	36.3%	☐		
City of Norman	Administrative Technician III	Good	\$27,830	\$32,958	\$38,086	36.9%	☐		
City of Little Rock	Mayoral Assistant	Good	\$29,829	\$37,287	\$44,744	50.0%	☐		
City of Saint Charles	Secretary II	Good	\$30,062	\$34,033	\$38,003	26.4%	☐		
City of St. Joseph	Administrative Assistant to Mayor	Good	\$30,216	\$36,591	\$42,966	42.2%	☐		
City of Springfield	Administrative Assistant to the Director	Good	\$32,760	\$38,792	\$44,824	36.8%	☐		
NOARK	Executive Assistant	Good	\$38,077	\$47,750	\$57,422	50.8%	☐		
City of Jonesboro	Operations Director	Good	\$43,685	\$54,556	\$66,472	52.2%	☒		
Average			\$28,729	\$36,132	\$43,600	51.8%			\$36,858

City of Fayetteville

\$ Difference	\$26,236	\$31,609	\$36,983	41.0%
% Difference	(\$2,493)	(\$4,523)	(\$6,617)	-17.9%

Salary Survey Results for City of Fayetteville

ANIMAL SERVICES OFFICER

Quals	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
Descrip	The Incumbent is responsible for enforcing the City ordinances pertaining to animals, protecting both animals and the general public. Educates the public in animal welfare and finds suitable homes for homeless animals, performs euthanasia as necessary.									
Quals	High school diploma or GED and prefer 7-11 months of animal handling experience and/or training; or equivalent combination of education and experience.									
O*NET		ANIMAL CONTROL WORKER	Good	\$12,800	\$21,550	\$30,300	136.7%	☐		
City of Springfield		Animal Control Officer	Good	\$21,133	\$25,512	\$29,890	41.4%	☐		
City of Little Rock		Animal Services Officer	Good	\$21,810	\$26,379	\$30,947	41.9%	☐		
City of College Station		Animal Control Officer	Good	\$21,965	\$25,782	\$29,598	34.8%	☐		
City of Manhattan		Animal Control Officer	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of Edmond		Animal Welfare Officer	Good	\$23,380	\$28,961	\$34,542	47.7%	☐		
City of Columbia		Animal Control Officer	Good	\$23,464	\$27,621	\$31,778	35.4%	☐		
City of Stillwater		Animal Control Officer	Good	\$23,816	\$28,891	\$33,966	42.6%	☐		
City of Joplin		Animal Warden II	Good	\$24,149	\$28,313	\$32,477	34.5%	☐		
City of Jonesboro		Animal Control Officer	Good	\$24,152	\$30,163	\$36,751	52.2%	☐		
City of North Little Rock		Animal Control Officer	Good	\$24,561	\$30,631	\$36,700	49.4%	☐		
City of Blue Springs		Animal Control Officer	Good	\$25,256	\$31,571	\$37,885	50.0%	☐		
City of St. Joseph		Animal Control Officer	Good	\$26,985	\$32,678	\$38,371	42.2%	☐		
City of Lee's Summit		Animal Control Officer	Good	\$29,002	\$36,614	\$44,225	52.5%	☐		
City of Norman		Animal Welfare Officer	Good	\$30,579	\$36,214	\$41,849	36.9%	☐		
City of Saint Charles		Humane Officer	Good	\$37,328	\$40,309	\$43,289	16.0%	☐		
Average				\$24,577	\$29,907	\$35,272	43.5%			

City of Fayetteville

\$ Difference	\$27,954	\$33,679	\$39,405	41.0%
% Difference	12.1%	11.2%	10.5%	

Salary Survey Results for City of Fayetteville

ASSISTANT FIRE CHIEF

Descrip	The incumbent is responsible for the initiation, implementation, coordination and supervision of fire suppression, emergency medical services, rescue, safety and pre-incident planning for the protection of life and property from fires and other disasters. This position involves administrative work in the direction of the activities of the department.
Quals	High school diploma or general education degree (GED) plus completion of at least ten (10) years of continuous service with the Fayetteville Fire Department immediately preceding the date of the written promotional examination and has successfully attained and held the rank of Battalion Chief with the Fayetteville Fire Department for two (2) years immediately preceding the date of the written promotional examination, (six years of general experience and four years of management experience). Fire Management, Incident Command, Inspection/Investigation, Firefighter and EMT-A Certification.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Assistant Chief - Fire	Identical					☒		\$63,531
City of Joplin	Deputy Fire Chief	Good	\$41,575	\$50,159	\$58,743	41.3%	☒		
City of Bentonville	Assistant Fire Chief	Good	\$48,006	\$61,516	\$75,026	56.3%	☐		
City of Jonesboro	Assistant Fire Chief	Good	\$48,220	\$60,220	\$73,372	52.2%	☒		
City of Manhattan	Asst. Director of Fire-Emergency/Tech Services	Identical	\$51,771	\$61,995	\$72,218	39.5%	☒		
City of Columbia	Assistant Fire Chief	Identical	\$53,360	\$63,099	\$72,837	36.5%	☒		
City of Springfield	Assistant Fire Chief	Good	\$57,408	\$65,447	\$73,486	28.0%	☐		
City of Edmond	Assistant Fire Chief	Identical	\$58,716	\$72,734	\$86,751	47.7%	☒		
City of Little Rock	Assistant Fire Chief	Identical	\$64,600	\$80,750	\$96,900	50.0%	☒		
City of Stillwater	Assistant Fire Chief	Identical	\$65,478	\$67,475	\$69,472	6.1%	☒		
City of Lee's Summit	Assistant Fire Chief 2	Good	\$66,071	\$77,969	\$89,866	36.0%	☒		
City of Norman	Deputy Fire Chief	Good	\$66,872	\$79,195	\$91,518	36.9%	☒		
City of College Station	Assistant Fire Chief	Identical	\$68,595	\$85,696	\$102,796	49.9%	☒		
City of Saint Charles	Deputy Fire Chief	Good	\$77,466	\$84,995	\$92,523	19.4%	☒		
Average			\$59,088	\$70,096	\$81,193	37.4%			\$63,531

City of Fayetteville

\$ Difference	\$64,148	\$77,287	\$90,426	41.0%
% Difference	\$5,060	\$7,191	\$9,233	10.2%

Salary Survey Results for City of Fayetteville

BATTALION CHIEF

Describe	The incumbent is responsible for supervising all emergency and non-emergency operations (calls) in a 24 hour period. Responsible for maintaining readiness and staffing for fire department personnel and enforcement of City and Department policies and procedures. This position is responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens of the City.
Quals	High school diploma or general education degree (GED) plus completion of at least seven (7) years of continuous service with the Fayetteville Fire Department immediately preceding the date of the written promotional examination and has successfully attained and held the rank of Fire Captain with the Fayetteville Fire Department for one (1) continuous year immediately preceding the date of the written promotional examination, (six years of general experience and one year of management experience). Firefighter I & II and EMT-A.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Battalion Chief	Identic					☐		\$62,218
City of Joplin	District Fire Chief	Good	\$37,663	\$45,440	\$53,217	41.3%	☐		
City of Manhattan	Fire Battalion Chief	Good	\$41,584	\$51,004	\$60,424	45.3%	☒		
City of Bentonville	Battalion Chief	Good	\$42,218	\$53,346	\$64,474	52.7%	☐		
City of Jonesboro	Battalion Chief	Fair	\$43,685	\$54,556	\$66,472	52.2%	☒		
City of Springfield	Battalion Chief	Good	\$47,486	\$54,080	\$60,674	27.8%	☐		
City of Columbia	Fire Division Chief	Good	\$48,406	\$57,235	\$66,063	36.5%	☒		
City of St. Joseph	Battalion Chief	Identic	\$51,897	\$57,823	\$63,748	22.8%	☐		
City of Lee's Summit	Battalion Chief	Good	\$55,020	\$68,311	\$81,602	48.3%	☐		
City of College Station	Battalion Chief	No Ma	\$55,378	\$67,838	\$80,298	45.0%	☐		
City of Little Rock	Battalion Chief	Good	\$58,132	\$65,138	\$72,144	24.1%	☐		
City of Stillwater	Battalion Chief	Good	\$58,829	\$60,621	\$62,412	6.1%	☐		
City of Saint Charles	Fire Captain	Good	\$65,187	\$68,528	\$71,869	10.3%	☐		
Average			\$50,457	\$58,660	\$66,950	32.7%			\$62,218

City of Fayetteville

\$ Difference	\$52,454	\$57,321	\$62,187	18.6%
% Difference	3.8%	-2.3%	-7.7%	

Salary Survey Results for City of Fayetteville

BENEFITS COORDINATOR

Descrip

The incumbent is responsible for maintaining enrollment and premium records for all group insurance products. Calculates and submit requests to process premium payments in a timely manner. Responsible for group products which also includes employee customer service for benefit changes, coverage questions and claim problems. This position tracks COBRA qualifying events and ensures compliance with necessary notification procedures. Input required data into electronic enrollment systems for benefits enrollments and changes. Research and resolve benefit deduction problems. Review benefit plan enrollment and change paperwork; submit same to plan providers. Code deduction and benefit amounts related to enrollment, coverage changes or adjustments for entry into the payroll system. Follow established accounts receivable procedures for payment of COBRA/retiree insurance premiums. Provide census data as needed to evaluate group plans.

Quals

High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Personnel Assistant	Good	\$23,642	\$29,389	\$35,136	48.6%	☐		
State of Arkansas	Personnel Officer II	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
O'NET	COMP. BENEFITS & JOB ANALYSIS	Good	\$24,400	\$40,850	\$57,300	134.8%	☐		
City of Jonesboro	Human Resources Technician	Good	\$26,660	\$33,294	\$40,566	52.2%	☐		
City of Little Rock	Human Resources Generalist	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		
City of Columbia	Human Resources Technician	Good	\$26,994	\$31,891	\$36,787	36.3%	☐		
City of Saint Charles	Human Resources Clerk	Good	\$27,281	\$30,884	\$34,486	26.4%	☐		
City of Blue Springs	Human Resources Assistant	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
City of Lee's Summit	Human Resources Assistant	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
City of Manhattan	Human Resource Technician (Employment/Benefits)	Fair	\$31,990	\$38,272	\$44,554	39.3%	☐		
NOARK	Benefits / Insurance Clerk	Good	\$36,902	\$45,945	\$54,987	49.0%	☐		
City of Norman	Benefits Specialist	Good	\$38,667	\$45,792	\$52,917	36.9%	☐		
Average			\$28,887	\$36,637	\$44,440	53.8%			

City of Fayetteville

\$ Difference (\$2,651) \$31,609 \$36,983 41.0%
% Difference -10.1% -15.9% -20.2%

Salary Survey Results for City of Fayetteville

BILLING AND COLLECTIONS MANAGER

Describe The incumbent is responsible for the management and coordination of the Billing and Collections Division which involves review of water and sewer rates to comply with bond indentures, management of three year operations reports, rate studies, oversight of contracts for services with outside City governments or water districts and notifications required by ordinance, state statute/regulation or federal statute/regulation.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Jonesboro	City Collector	Poor	\$32,482	\$40,566	\$49,425	52.2%	☒		
City of Blue Springs	Revenue Collections Manager	Fair	\$38,861	\$48,576	\$58,291	50.0%	☐		
City of Bentonville	Billing and Collections Manager	Good	\$42,120	\$56,867	\$71,614	70.0%	☐		
City of Columbia	Manager - Rates/Fiscal Planning	Good	\$46,091	\$54,505	\$62,918	36.5%	☒		
City of Saint Charles	Collections Supervisor	Good	\$46,542	\$51,065	\$55,588	19.4%	☒		
City of Edmond	Utility Customer Services Manager	Good	\$51,104	\$63,304	\$75,504	47.7%	☒		
Average			\$42,867	\$52,480	\$62,223	45.2%			

City of Fayetteville

\$ Difference \$51,233 \$61,726 \$72,220 41.0%
% Difference 16.3% 15.0% 13.8%

Salary Survey Results for City of Fayetteville

BUILDING MAINTENANCE WORKER V

Descrip The incumbent is responsible for providing labor and expertise to maintain and operate City's buildings and facilities, including but is not limited to the repair, installation, periodic and preventative maintenance, and inspection and management of equipment throughout the building.

Quals High school diploma or GED and three years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	MAINTENANCE & REPAIR WORKER	Good	\$16,300	\$29,400	\$42,500	160.7%	☐		
City of North Little Rock	Building Maintenance Technician	Good	\$22,567	\$28,573	\$34,578	53.2%	☐		
City of St. Joseph	Building Maintenance Technician	Good	\$22,975	\$27,823	\$32,670	42.2%	☐		
City of Stillwater	Building Maintenance Worker	Good	\$23,816	\$28,891	\$33,966	42.6%	☐		
City of Manhattan	Maintenance Worker II	Good	\$24,003	\$28,694	\$33,384	39.1%	☐		
State of Arkansas	Skilled Trades Worker	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
City of Jonesboro	Building Maintenance Technician	Good	\$24,152	\$30,163	\$36,751	52.2%	☐		
City of Little Rock	Building Maintenance Mechanic	Good	\$25,233	\$30,677	\$36,121	43.1%	☐		
City of Joplin	Building Maintenance Mechanic	Good	\$25,372	\$29,746	\$34,120	34.5%	☐		
City of Edmond	Facility Maintenance Technician	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
City of Norman	Maintenance Worker II	Good	\$26,961	\$31,930	\$36,898	36.9%	☐		
City of Blue Springs	Maintenance Worker	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
City of Lee's Summit	Maintenance Worker I	Good	\$28,371	\$30,847	\$33,322	17.5%	☐		
City of College Station	Facilities Maintenance Technician	Good	\$29,058	\$34,892	\$40,726	40.2%	☐		
City of Saint Charles	Building Maintenance Mechanic	Good	\$41,264	\$44,559	\$47,854	16.0%	☐		
Average			\$25,823	\$31,844	\$37,905	46.8%			

City of Fayetteville

\$25,317 \$30,503 \$35,688 41.0%

\$ Difference (\$506) (\$1,341) (\$2,217)

% Difference -2.0% -4.4% -6.2%

Salary Survey Results for City of Fayetteville

CAD DRAFTER

Descip

The incumbent is responsible for implementing and maintaining digital GIS location maps of water/sewer systems and related database. The incumbent is also involved in the drafting and preparation of construction plans for water/sewer, streets and drainage improvements, exhibits, misc. maps and other documents as required.

Quals

Associate's degree (A.A.) from two year college or technical school and two years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	ARCHITECTURAL & CIVIL DRAFTERS	Good	\$22,800	\$38,050	\$53,300	133.8%	☐		
State of Arkansas	Engineering Technician	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
City of Manhattan	Engineering Technician II	Good	\$27,726	\$33,145	\$38,563	39.1%	☐		
City of Joplin	Engineering Technician	Good	\$28,005	\$32,835	\$37,665	34.5%	☐		
City of Little Rock	Engineering Specialist	Good	\$28,162	\$35,203	\$42,243	50.0%	☐		
City of St. Joseph	Engineering Technician	Good	\$28,195	\$34,144	\$40,092	42.2%	☐		
City of Lee's Summit	GIS Technician	Good	\$29,002	\$36,614	\$44,225	52.5%	☐		
City of Stillwater	CADD Technician	Good	\$29,286	\$35,537	\$41,787	42.7%	☐		
City of Columbia	Engineering Aide II	Good	\$29,725	\$35,145	\$40,564	36.5%	☐		
City of Edmond	CAD Technician	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Jonesboro	Cartographer	Good	\$32,482	\$40,566	\$49,425	52.2%	☐		
City of Blue Springs	Engineering Technician	Good	\$32,708	\$40,886	\$49,063	50.0%	☐		
NOARK	Drafter	Good	\$33,240	\$43,563	\$53,886	62.1%	☐		
City of Norman	Engineering Technician I	Good	\$35,010	\$41,462	\$47,913	36.9%	☐		
City of Springfield	CAD Operations Coordinator	Good	\$35,547	\$41,954	\$48,360	36.0%	☐		
Average			\$29,826	\$37,553	\$45,332	52.0%			

City of Fayetteville

\$ Difference	\$30,191	\$36,375	\$42,558	41.0%
% Difference	\$365	(\$1,178)	(\$2,774)	-6.5%
	1.2%	-3.2%		

Salary Survey Results for City of Fayetteville

CITY ATTORNEY

Descrip

The incumbent supervises the City Attorney's Department including the City Attorney Division and the City Prosecutor Division. The City Attorney is the principal legal officer of the City, advises the Mayor and all senior City Staff, the City Council and Planning Commission. The City Attorney serves as the primary litigator for the City with help form the Assistant City Attorney and insurance defense counsel.

Quals

Juris Doctorate and nine years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience. Licensed to practice law within the State of Arkansas, Admission to the Bar of Arkansas and Admission to practice before the Federal Courts in Arkansas. Licensed to practice law within the State of Arkansas, Admission to the Bar of Arkansas and Admission to practice before the Federal Courts in Arkansas.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Jonesboro	City Attorney	Good					☐		\$79,899
City of Joplin	City Attorney	Good					☒		\$75,019
City of North Little Rock	City Attorney	Good					☒		\$82,180
O*NET	LAWYER	Good	\$36,900	\$91,250	\$145,600	294.6%	☐		
City of Bentonville	Staff Attorney	Good	\$57,304	\$77,355	\$97,406	70.0%	☐		
City of Manhattan	City Attorney	Good	\$66,377	\$74,212	\$82,046	23.6%	☒		
City of Springfield	City Attorney	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
City of Columbia	City Counselor	Good	\$78,838	\$93,227	\$107,615	36.5%	☒		
City of Norman	City Attorney	Identic	\$80,177	\$94,952	\$109,727	36.9%	☒		
City of Little Rock	City Attorney	Identic	\$89,307	\$111,634	\$133,961	50.0%	☒		
City of Saint Charles	City Attorney	Good	\$90,708	\$105,249	\$119,790	32.1%	☒		
Average			\$71,442	\$91,263	\$111,083	55.5%			\$79,033

City of Fayetteville

\$ Difference \$87,872 \$102,810 41.0%
\$ Difference (\$3,391) (\$8,273)
% Difference 2.0% -3.9% -8.0%

Salary Survey Results for City of Fayetteville

CITY CLERK

Descrip

This is an elected position whose general duties are prescribed by applicable sections of the Arkansas Code & the City of Fayetteville Code or Ordinances. This position maintains compliance with City, County, State and Federal laws and must be able to read and interpret laws. The incumbent is responsible for the supervision of City documents and the archive of City documents.

Quals

Associate's degree (A.A.) from two year college or technical school and four years of related experience and/or training; or equivalent combination of education and experience and a minimum of six years of management experience. Should possess or obtain certification as a Certified Municipal clerk. Certification takes a minimum of three years and is equivalent to two years of college. Must be a registered voter and reside within city limits of the City of Fayetteville.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	City Clerk and Legislative Assistant	Good					☒		\$55,557
City of Jonesboro	City Clerk	Good					☐		\$52,019
City of Joplin	City Clerk	Good					☐		\$43,830
City of North Little Rock	City Clerk	Identic					☒		\$56,613
O'NET	COURT, MUNICIPAL & LICENSE CLERK	Good	\$14,800	\$23,150	\$31,500	112.8%	☐		
City of Blue Springs	Executive Secretary/City Clerk	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
City of Little Rock	City Clerk	Identic	\$33,836	\$42,295	\$50,754	50.0%	☒		
City of Lee's Summit	City Clerk	Identic	\$37,232	\$47,468	\$57,704	55.0%	☐		
City of Columbia	City Clerk	Good	\$39,817	\$47,085	\$54,352	36.5%	☒		
City of Manhattan	City Treasurer	Good	\$42,640	\$51,085	\$59,530	39.6%	☒		
City of Springfield	City Clerk	Good	\$45,906	\$52,708	\$59,509	29.6%	☐		
City of Edmond	City Clerk/Director of Government Relations	Good	\$51,104	\$63,304	\$75,504	47.7%	☒		
City of Saint Charles	City Clerk	Good	\$61,265	\$67,217	\$73,169	19.4%	☒		
City of Norman	City Clerk	Identic	\$63,852	\$75,619	\$87,386	36.9%	☒		
Average			\$41,798	\$50,434	\$59,070	41.3%			\$52,005

City of Fayetteville

\$ Difference (\$3,103) \$46,621 \$54,546 41.0%
% Difference -8.0% -8.2% -8.3%

Salary Survey Results for City of Fayetteville

CITY ENGINEER

Descrip	The incumbent is responsible for supervising and managing the City Engineering Division. The division provides engineering services for the review, design, inspection, and construction management of public infrastructure improvements including public streets, water, sewer, drainage, multi-use trails and sidewalks. This position is responsible to perform job duties in an accurate manner in order to protect the health and safety of the citizens of the City.
Quals	Bachelor's degree (B.A. or B.S.) from four year college or university and eight years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience. Professional Engineers License in the state of Arkansas. Valid Drivers License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Chief City Engineer	Good					☒		\$58,543
O*NET	CIVIL ENGINEER	Good	\$39,500	\$62,550	\$85,600	116.7%	☐		
City of St. Joseph	City Engineer	Good	\$49,962	\$60,503	\$71,044	42.2%	☒		
City of Joplin	Engineering Manager	Good	\$50,652	\$61,048	\$71,444	41.0%	☒		
City of Bentonville	City Engineer	Good	\$53,061	\$71,636	\$90,210	70.0%	☐		
City of Stillwater	City Engineer	Good	\$54,517	\$66,144	\$77,771	42.7%	☒		
City of Blue Springs	City Engineer	Good	\$54,856	\$68,570	\$82,283	50.0%	☒		
City of Springfield	Principal Engineer	Good	\$56,077	\$65,895	\$75,712	35.0%	☐		
City of Manhattan	City Engineer	Good	\$56,971	\$68,266	\$79,560	39.6%	☒		
City of Florissant	City Engineer	Good	\$59,968	\$63,909	\$67,850	13.1%	☒		
City of Little Rock	Civil Engineering Manager	Good	\$63,026	\$78,783	\$94,539	50.0%	☒		
City of Jonesboro	Public Works Director/City Engineer		\$64,850	\$80,989	\$98,678	52.2%	☒		
City of Lee's Summit	City Engineer	Identical	\$66,767	\$84,480	\$102,192	53.1%	☐		
City of Norman	City Engineer	Good	\$73,558	\$87,114	\$100,669	36.9%	☒		
NOARK	Civil Engineer III	Good	\$73,893	\$95,847	\$117,800	59.4%	☐		
City of Saint Charles	City Engineer	Good	\$74,347	\$81,570	\$88,792	19.4%	☒		
Average			\$59,467	\$73,153	\$86,943	46.2%			\$58,543

City of Fayetteville	\$66,613	\$80,257	\$93,901	41.0%
\$ Difference	\$7,146	\$7,104	\$6,958	
% Difference	10.7%	8.9%	7.4%	

Salary Survey Results for City of Fayetteville

CODE COMPLIANCE OFFICER

Descrip The incumbent is responsible for performing a variety of duties involved in the enforcement of municipal codes, ordinances and regulations.

Quals High school diploma or GED and 12-18 months of related experience and/or training; or equivalent combination of education and experience. Certification from International Code Council in one or more of the following: Property Maintenance & Housing Inspector, Zoning & Planning. Must possess a valid Arkansas Drivers License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Code Enforcement Inspector	Good	\$21,877	\$25,651	\$29,424	34.5%	☐		
City of North Little Rock	Code Enforcement Officer	Good	\$24,561	\$30,631	\$36,700	49.4%	☐		
City of Little Rock	Code Enforcement Officer	Good	\$24,738	\$30,923	\$37,107	50.0%	☐		
O'NET	CONSTRUCTION & BUILDING INSP.	Good	\$25,000	\$36,450	\$47,900	91.6%	☐		
City of Blue Springs	Codes Inspector	Good	\$25,256	\$31,571	\$37,885	50.0%	☐		
City of Jonesboro	Code Enforcement Officer	Good	\$26,660	\$33,294	\$40,566	52.2%	☐		
City of St. Joseph	Housing Code Coordinator	Good	\$26,786	\$32,438	\$38,089	42.2%	☐		
City of College Station	Code Enforcement Officer	Good	\$27,706	\$34,664	\$41,621	50.2%	☐		
City of Manhattan	Code Services Officer I	Good	\$27,726	\$33,145	\$38,563	39.1%	☐		
City of Norman	Code Compliance Inspector	Good	\$30,579	\$36,034	\$41,489	35.7%	☐		
City of Edmond	Code Inspector	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Lee's Summit	Neighborhood Services Officer - Codes	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
City of Springfield	Code Compliance Investigator	Good	\$38,938	\$45,854	\$52,770	35.5%	☐		
City of Florissant	Code Enforcement Officer	Good	\$39,374	\$43,638	\$47,902	21.7%	☐		

Average \$28,718 \$35,216 \$41,760 45.4%

City of Fayetteville
\$27,095 \$32,644 \$38,194 41.0%
\$ Difference (\$1,623) (\$2,572) (\$3,566)
% Difference -6.0% -7.9% -9.3%

Salary Survey Results for City of Fayetteville

CUSTODIAN

Descrp	The incumbent is responsible for maintaining a clean and healthful environment for employees and citizens of the City. Incumbent cleans floors, wash walls and glass, and removes garbage.									
Quals	High school diploma or GED and 19-23 months of related experience and/or training; or equivalent combination of education and experience.									
	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET		JANITOR	Good	\$12,100	\$17,650	\$23,200	91.7%	☐		
State of Arkansas		Custodial Worker I	Good	\$13,399	\$18,979	\$24,559	83.3%	☐		
University of Arkansas		Custodial Worker	Good	\$13,399	\$18,979	\$24,559	83.3%	☐		
City of Springfield		Custodian	Good	\$17,202	\$20,395	\$23,587	37.1%	☐		
City of Little Rock		Laborer	Good	\$17,243	\$20,364	\$23,484	36.2%	☐		
NOARK		Janitor / Custodian	Good	\$18,360	\$21,787	\$25,214	37.3%	☐		
City of Columbia		Custodian	Identic	\$18,622	\$21,823	\$25,024	34.4%	☐		
City of North Little Rock		Custodian	Identic	\$18,888	\$23,361	\$27,834	47.4%	☐		
City of Manhattan		Custodian	Identic	\$18,928	\$22,599	\$26,270	38.8%	☐		
City of Stillwater		Custodian	Good	\$19,365	\$23,484	\$27,602	42.5%	☐		
City of Jonesboro		Building Service Worker	Good	\$19,823	\$24,756	\$30,163	52.2%	☐		
City of Edmond		Custodian	Identic	\$19,896	\$24,646	\$29,395	47.7%	☐		
City of St. Joseph		Custodian	Identic	\$22,975	\$27,823	\$32,670	42.2%	☐		
City of Lee's Summit		Custodian	Good	\$24,713	\$30,993	\$37,273	50.8%	☐		
City of Norman		Custodial Coordinator	Fair	\$26,961	\$31,930	\$36,898	36.9%	☐		
City of Florissant		Custodian I	Identic	\$28,226	\$30,400	\$32,573	15.4%	☐		
Average				\$19,381	\$23,748	\$28,144	45.2%			

City of Fayetteville

	\$17,867	\$21,526	\$25,185	41.0%
\$ Difference	(\$1,514)	(\$2,222)	(\$2,959)	
% Difference	-8.5%	-10.3%	-11.7%	

Salary Survey Results for City of Fayetteville

CUSTOMER SERVICE REPRESENTATIVE

The incumbent is responsible for answering phones, assists caller with questions and direct caller to proper department if unable to answer their questions. Receive deposits and process, set up new service, transfer water service to new addresses or disconnect service. Take impact fees for new construction and perform filing functions.

Quals High school diploma or GED, and related experience and/or training preferred. experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	CUSTOMER SERVICE REPRESENTATIVE	Good	\$16,600	\$27,700	\$38,800	133.7%	☐		
City of Little Rock	Accounting Clerk I	Good	\$20,646	\$24,580	\$28,514	38.1%	☐		
City of Manhattan	Customer Service Representative I	Good	\$20,800	\$24,835	\$28,870	38.8%	☐		
City of Blue Springs	Customer Service Clerk	Good	\$21,258	\$26,573	\$31,887	50.0%	☐		
City of Columbia	Customer Representative	Good	\$21,391	\$25,121	\$28,850	34.9%	☐		
City of Edmond	Customer Service Representative I	Good	\$21,492	\$26,623	\$31,753	47.7%	☐		
City of North Little Rock	Customer Service Clerk	Good	\$22,924	\$27,871	\$32,818	43.2%	☐		
City of St. Joseph	Customer Services Representative	Good	\$22,966	\$27,812	\$32,657	42.2%	☐		
City of Stillwater	Customer Service Representative	Good	\$23,816	\$28,891	\$33,966	42.6%	☐		
City of Norman	Customer Service Representative I	Good	\$23,996	\$28,418	\$32,840	36.9%	☐		
City of Lee's Summit	Customer Service Representative	Good	\$26,755	\$33,665	\$40,575	51.7%	☐		
City of Saint Charles	Utility Billing Technician	Good	\$27,281	\$30,884	\$34,486	26.4%	☐		
Average			\$22,494	\$27,748	\$33,001	46.7%			

City of Fayetteville

\$ Difference \$20,962 \$25,256 \$29,550 41.0%
(\$1,532) (\$2,492) (\$3,451)
% Difference -7.3% -9.9% -11.7%

Salary Survey Results for City of Fayetteville

DATABASE ADMINISTRATOR

Descrip The incumbent performs a variety of highly complex professional work in the analysis, design, implementation, maintenance, problem resolution, and technical optimization of system databases and database management software in client-server, and Internet/Intranet environments, and perform other technical tasks relative to the administration of City databases. The incumbent provides direct support for the design, customization, development, and implementation of database application software from multiple sources, both in-house and vendor-provided. Responsible for development, administration, maintenance and security of the City's data.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and three years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	DATABASE ADMINISTRATOR	Good	\$30,800	\$52,700	\$74,600	142.2%	☐		
City of Springfield	Database Administrator	Good	\$35,547	\$41,954	\$48,360	36.0%	☐		
City of St. Joseph	Network Administrator	Good	\$37,549	\$45,471	\$53,393	42.2%	☐		
City of Blue Springs	Database Manager	Good	\$38,861	\$48,576	\$58,291	50.0%	☒		
City of Stillwater	IT Network Administrator	Good	\$43,035	\$52,198	\$61,360	42.6%	☐		
City of Joplin	Systems Administrator	Good	\$43,682	\$52,700	\$61,717	41.3%	☒		
City of North Little Rock	Information Systems Specialist Senior	Good	\$43,687	\$49,040	\$54,393	24.5%	☐		
City of Manhattan	Information Systems Manager	Good	\$44,762	\$53,602	\$62,441	39.5%	☒		
City of Columbia	Database Administrator	Good	\$46,091	\$54,505	\$62,918	36.5%	☒		
City of Lee's Summit	Network Manager	Good	\$48,356	\$62,254	\$76,151	57.5%	☐		
City of Little Rock	Information Technology Operations Manager	Good	\$48,833	\$61,042	\$73,250	50.0%	☒		
City of Jonesboro	Director of Info Systems	Fair	\$53,226	\$66,472	\$80,989	52.2%	☒		
NOARK	Database Administrator	Good	\$73,847	\$82,279	\$90,711	22.8%	☐		
Average			\$45,252	\$55,599	\$66,044	45.9%			

City of Fayetteville

\$ Difference \$46,646 \$56,199 \$65,753 41.0%
% Difference 3.0% 1.1% -0.4%

Salary Survey Results for City of Fayetteville

DEPUTY CHIEF OF POLICE

Descrip The incumbent in this position is responsible for the department's operations group which includes all patrol and detective officers or the department's administration group which includes all the department's administrative functions, records management, communications and animal services. The purpose of the Deputy Chief's position is to manage all services for the City's police department and to assist the Police Chief with comprehensive administration and direction of all police services, operations and activities. Responsible for providing sound leadership and direction to personnel under the incumbent's authority and may also assist in the preparation, coordination and administration of the department's budget. Work is performed with considerable independence in accordance with accepted police practices and regulations under the director of the Police Chief. Assumes the duties of the Chief of Police in his absence and perform related functions in that capacity.

Quals High School graduation or passed the General Education Development (GED) with at least ten (10) years continuous experience as a Fayetteville Police Officer immediately preceding the date of the promotional exam, five (5) years of which have been in the capacity of a Lieutenant and/or Captain immediately preceding the date of the promotional exam, (minimum of five years of general experience and seven years of management experience). Successful completion of a basic course in law enforcement at an accredited college, university or state recognized law enforcement academy. Must possess a valid Arkansas Driver's License; basic law enforcement certificate and must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center).

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Assistant Police Chief	Good	\$43,682	\$52,700	\$61,717	41.3%	✓		
City of Jonesboro	Assistant Chief of Police	Good	\$53,226	\$66,472	\$80,989	52.2%	✓		
City of Edmond	Police Major	Good	\$58,716	\$72,734	\$86,751	47.7%	✓		
City of Lee's Summit	Police Major 2	Good	\$66,071	\$77,969	\$89,866	36.0%	✓		
City of Norman	Police Major	Good	\$66,872	\$79,195	\$91,518	36.9%	✓		
City of College Station	Assistant Police Chief	Identic	\$68,595	\$85,696	\$102,796	49.9%	✓		
City of Little Rock	Assistant Police Chief	Identic	\$68,699	\$85,852	\$103,004	49.9%	✓		
City of Saint Charles	Major	Good	\$77,466	\$84,995	\$92,523	19.4%	✓		
City of Florissant	Major	Good	\$77,750	\$80,985	\$84,219	8.3%	✓		
Average			\$64,564	\$76,288	\$88,154	36.5%			

City of Fayetteville

\$ Difference	\$65,269	\$78,637	\$92,005	41.0%
% Difference	\$705	\$2,349	\$3,851	4.2%

Salary Survey Results for City of Fayetteville

DEPUTY CITY PROSECUTOR

Descrip	The incumbent is responsible for seeking resolutions of all state law misdemeanor violations and city ordinances violations through mediation, plea bargain negotiations, and/or trial advocacy. Conducts investigations through issuance of Prosecutor subpoenas.									
Quals	Juris Doctorate and related experience preferred. Arkansas Bar License.									
	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Assistant City Attorney		Good					☒		\$65,650
City of Joplin	Assistant City Attorney (Prosecutor)		Good	\$34,120	\$40,005	\$45,889	34.5%	☒		
City of Springfield	Assistant City Attorney I		Good	\$35,547	\$41,954	\$48,360	36.0%	☐		
O'NET	LAWYER		Good	\$36,900	\$91,250	\$145,600	294.6%	☐		
City of Little Rock	Assistant City Attorney		Good	\$37,840	\$47,300	\$56,760	50.0%	☒		
State of Arkansas	Attorney		Fair	\$37,840	\$55,091	\$72,342	91.2%	☒		
City of Manhattan	City Prosecutor		Good	\$42,640	\$51,085	\$59,530	39.6%	☒		
City of St. Joseph	Assistant City Attorney		Good	\$45,002	\$54,497	\$63,991	42.2%	☒		
City of Norman	Assistant City Attorney I		Good	\$48,259	\$57,152	\$66,045	36.9%	☒		
City of Lee's Summit	Assistant City Prosecutor		Good	\$52,895	\$68,317	\$83,739	58.3%	☒		
City of Saint Charles	Assistant City Attorney		Good	\$74,347	\$81,570	\$88,792	19.4%	☒		
Average				\$44,539	\$58,822	\$73,105	64.1%			\$65,650

City of Fayetteville

\$ Difference \$44,068 \$53,094 \$62,121
% Difference -1.1% -10.8% -17.7%

Salary Survey Results for City of Fayetteville

DEPUTY COURT CLERK

Describe The incumbent is responsible for providing clerical work that involves a responsibility for money, accuracy in data entry, filing, scheduling trial dates, maintaining records, preparing orders and arraignment reports, handling extensive public contact in a pleasant manner.

Quals High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience. Notary Public.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Court Clerk	Good	\$19,818	\$23,238	\$26,657	34.5%	☐		
City of Blue Springs	Deputy Court Clerk	Good	\$21,258	\$26,573	\$31,887	50.0%	☐		
NOARK	General Clerk I	Good	\$22,763	\$28,492	\$34,220	50.3%	☐		
City of Manhattan	Court Clerk II	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of St. Joseph	Court Services Representative	Good	\$22,966	\$27,812	\$32,657	42.2%	☐		
City of Little Rock	Court Clerk	Good	\$23,538	\$29,423	\$35,307	50.0%	☐		
City of Stillwater	Court Records Clerk	Good	\$23,816	\$28,891	\$33,966	42.6%	☐		
City of Edmond	Judicial Assistant	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
City of Lee's Summit	Deputy Court Clerk	Good	\$26,754	\$33,665	\$40,575	51.7%	☐		
City of Norman	Deputy Court Clerk I	Good	\$26,961	\$31,930	\$36,898	36.9%	☐		
City of Saint Charles	Municipal Court Clerk	Good	\$30,062	\$34,033	\$38,003	26.4%	☐		
Average			\$24,219	\$29,372	\$34,526	42.6%			

City of Fayetteville

\$ Difference \$23,599 \$28,433 \$33,266 41.0%
% Difference (\$620) (\$939) (\$1,260) -3.8%

Salary Survey Results for City of Fayetteville

DIRECTOR OF CURRENT PLANNING

Describe The incumbent is responsible for administering and advising city officials on planning/zoning & development matters. Responsible for daily operations of current planning division, supervises professional planners and support personnel. Manage the activities of various Boards and Committees of the City.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; including three years of management experience. AICP Certificate preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Director - Community Planning	Good					☒		\$60,874
City of Joplin	Planning/Community Development Manager	Good	\$43,682	\$52,700	\$61,717	41.3%	☒		
City of Saint Charles	Planning Manager	Good	\$38,318	\$63,986	\$69,653	19.4%	☒		
City of Edmond	Director of Planning and Zoning	Good	\$58,716	\$72,734	\$86,751	47.7%	☒		
City of Jonesboro	Director of Planning	Good	\$58,751	\$73,372	\$89,397	52.2%	☐		
City of Manhattan	Director of Community Development	Good	\$59,821	\$71,667	\$83,512	39.6%	☒		
City of Norman	Current Planning Manager	Good	\$66,872	\$79,195	\$91,518	36.9%	☒		
City of Stillwater	Development Services Director	Good	\$69,686	\$79,717	\$89,748	28.8%	☒		
City of Lee's Summit	Director of Planning	Good	\$70,709	\$90,351	\$109,992	55.6%	☒		
City of Columbia	Director of Planning and Development	Good	\$72,508	\$85,056	\$97,604	34.6%	☒		
City of Little Rock	Director of Planning	Good	\$74,606	\$93,258	\$111,909	50.0%	☒		
Average			\$63,367	\$76,203	\$89,180	40.7%			\$60,874

City of Fayetteville

\$ Difference (\$4,074) (\$4,765) (\$5,598)
% Difference -6.9% -6.7% -6.7%

Salary Survey Results for City of Fayetteville

DISPATCHER

Descript
The incumbent is responsible for operating a communications console and related equipment to dispatch police, fire personnel and after hour city on-call staff in response to request for assistance in emergency situations in accordance with established departmental procedures and policies. Responsibilities include monitoring public safety radio frequencies and responding appropriately to 911 emergency calls. Dispatchers are expected to exercise judgment and to develop an understanding of law enforcement/police protection services as well as fire protection services and the geographic layout of the city. This position is responsible for performing job duties in an accurate manner in order to protect the life and property of the citizens of the City.

Quals
High school diploma or GED and 1-6 months of related experience and/or training; or equivalent combination of education and experience. ACIC Level I and II and NIMS Certification's.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	POLICE, FIRE & AMBULANCE DISPATCHER	Good	\$15,100	\$22,050	\$29,000	92.1%	☐		
University of Arkansas	Dispatch Operator	Good	\$17,736	\$25,853	\$33,969	91.5%	☐		
State of Arkansas	Telecommunications Operator	Good	\$20,140	\$29,345	\$38,549	91.4%	☐		
City of Little Rock	Dispatcher	Good	\$20,646	\$24,580	\$28,514	38.1%	☐		
City of Manhattan	Communications Specialist	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of Joplin	Public Safety Communications Operator	Good	\$22,986	\$26,951	\$30,915	34.5%	☐		
City of Stillwater	Police Dispatcher I	Good	\$24,523	\$29,755	\$34,986	42.7%	☐		
City of North Little Rock	Public Safety Dispatcher	Identic	\$24,561	\$31,426	\$38,290	55.9%	☐		
City of Columbia	Communications Operator I	Good	\$24,584	\$28,976	\$33,367	35.7%	☐		
City of Springfield	911 Telecommunicator	Good	\$25,251	\$29,911	\$34,570	36.9%	☐		
City of Jonesboro	Communications Operator	Good	\$25,375	\$31,690	\$38,611	52.2%	☐		
City of St. Joseph	Communications Operator	Identic	\$25,446	\$30,815	\$36,184	42.2%	☐		
City of Edmond	Communication Specialist I	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
City of College Station	Communications Operator	Good	\$26,648	\$31,951	\$37,253	39.8%	☐		
City of Blue Springs	Dispatcher	Identic	\$27,530	\$34,413	\$41,295	50.0%	☐		
City of Norman	Communications Officer	Good	\$28,578	\$33,846	\$39,113	36.9%	☐		
City of Lee's Summit	Communications Specialist	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
City of Florissant	Dispatcher	Good	\$35,942	\$39,458	\$42,973	19.6%	☐		
NOARK	Transport Dispatcher	Good	\$37,530	\$49,896	\$62,261	65.9%	☐		
Average			\$25,396	\$31,570	\$37,775	48.7%			

City of Fayetteville

\$ Difference \$26,176 \$31,538 \$36,899 41.0%
% Difference 3.0% -0.1% -2.4%

Salary Survey Results for City of Fayetteville

DRIVER - SOLID WASTE

Descrip The Incumbent is responsible for operating department vehicles in the day to day collection of garbage, refuse, recyclables and solid waste on assigned city routes.

Quals High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Commercial Driver's License, Class B.

	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Little Rock		Solid Waste Equipment Operator III	Good	\$21,810	\$26,379	\$30,947	41.9%	☐		
City of North Little Rock		Truck Driver/Collector	Good	\$23,513	\$29,872	\$36,231	54.1%	☐		
City of College Station		Equipment Operator	Good	\$24,523	\$28,881	\$33,238	35.5%	☐		
City of Stillwater		Sanitation Equipment Operator	Good	\$24,523	\$29,755	\$34,986	42.7%	☐		
City of Joplin		Heavy Equipment Operator	Good	\$25,372	\$29,746	\$34,120	34.5%	☐		
City of Jonesboro		Sanitation Equipment Operator II	Good	\$25,375	\$31,690	\$38,611	52.2%	☐		
City of St. Joseph		Equipment Operator I	Good	\$25,669	\$31,085	\$36,500	42.2%	☐		
City of Columbia		Equipment Operator III	Good	\$26,994	\$31,891	\$36,787	36.3%	☐		
City of Edmond		Heavy Equipment Operator	Good	\$28,247	\$34,991	\$41,734	47.7%	☐		
City of Norman		Heavy Equipment Operator		\$30,579	\$36,214	\$41,849	36.9%	☐		
NOARK		Local CDL Driver	Good	\$31,208	\$34,977	\$38,745	24.2%	☐		
City of Saint Charles		Equipment Operator	Good	\$41,324	\$44,624	\$47,923	16.0%	☐		
Average				\$27,428	\$32,508	\$37,639	37.2%			

City of Fayetteville

\$ Difference (\$1,252) -3.1%
% Difference -4.8%

\$26,176 \$31,538 (\$970) -2.0%

41.0%

Salary Survey Results for City of Fayetteville

DRIVER/OPERATOR/FIREFIGHTER

Descrip The Incumbent is responsible for driving and operating emergency and other equipment in a safe and effective manner. Maintains all equipment in good working order. Ensures all safety rules and regulations are followed. Fills in as company officer in the absence of the Captain.

Quals High school diploma or general education degree (GED) plus completion of three (3) years of continuous service at the rank of Fire Fighter, with the Fayetteville Fire Department, preceding the date of the written promotional examination. Firefighter I, EMT-A and completion of Driver/Operator exam and practical.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Fire Driver/Engineer	Good	\$28,006	\$32,835	\$37,663	34.5%	☐		
City of Jonesboro	Driver Engineer	Good	\$32,842	\$41,134	\$49,425	50.5%	☐		
City of Springfield	Fire Equipment Operator	Good	\$33,363	\$38,002	\$42,640	27.8%	☐		
City of Columbia	Fire Engineer	Good	\$34,399	\$40,675	\$46,950	36.5%	☐		
City of Manhattan	Driver	Good	\$34,769	\$37,929	\$41,088	18.2%	☐		
City of Lee's Summit	Engineer	Good	\$38,748	\$45,041	\$51,334	32.5%	☐		
City of College Station	Apparatus Operator	Good	\$44,117	\$51,179	\$58,240	32.0%	☐		
City of Little Rock	Fire Apparatus Engineer	Good	\$45,892	\$46,699	\$47,505	3.5%	☐		
City of Saint Charles	Firefighter/Engineer	Good	\$48,266	\$55,950	\$63,634	31.8%	☐		
Average			\$37,822	\$43,271	\$48,720	28.8%			

City of Fayetteville

\$ Difference \$38,614 \$42,607 \$46,599 20.7%
% Difference \$792 (\$665) (\$2,121) -4.6%

Salary Survey Results for City of Fayetteville

EQUIPMENT MECHANIC I

Descrip This position is an advanced apprentice level mechanic position requiring some training and experience on a variety of automotive, utility, and construction equipment. The position requires performance of a variety of maintenance and minor repair service on a routine preventive and corrective basis for City vehicles and equipment.

Quals High school diploma or GED and one year of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Class D Operator's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Equipment Mechanic	Good	\$21,446	\$31,232	\$41,017	91.3%	☐		
City of North Little Rock	Service Bay Worker	Good	\$21,649	\$27,331	\$33,013	52.5%	☐		
O*NET	MOBILE HEAVY EQUIPMENT MECH	Fair	\$21,800	\$32,900	\$44,000	101.8%	☐		
City of Joplin	Automotive Service Worker	Good	\$21,877	\$25,651	\$29,424	34.5%	☐		
City of St. Joseph	Auto Service Technician	Good	\$22,975	\$27,823	\$32,670	42.2%	☐		
NOARK	Mechanic I	Good	\$23,625	\$29,594	\$35,562	50.5%	☐		
City of Little Rock	Automotive Technician I	Good	\$25,192	\$30,551	\$35,909	42.5%	☐		
City of Jonesboro	Mechanic I	Good	\$26,660	\$33,294	\$40,566	52.2%	☐		
City of Springfield	Plant Maintenance Mechanic I	Good	\$27,310	\$31,876	\$36,442	33.4%	☐		
City of Stillwater	Fleet Maintenance Mechanic	Good	\$27,602	\$33,488	\$39,374	42.6%	☐		
City of Edmond	Mechanic I	Good	\$28,247	\$34,991	\$41,734	47.7%	☐		
City of Norman	Mechanic I	Good	\$30,579	\$36,214	\$41,849	36.9%	☐		
Average			\$24,913	\$31,245	\$37,630	51.0%			

City of Fayetteville

\$ Difference (\$2,232) (\$3,919) (\$5,659)

% Difference -9.8% -14.3% -17.7%

Salary Survey Results for City of Fayetteville

EQUIPMENT MECHANIC II

Descrip	The position is a journeyman level mechanic position requiring training and experience in a variety of automotive, utility, and construction equipment. The position requires performance of diagnostic procedures, regular maintenance and major repair and rebuild.
Quals	High school diploma or GED plus specialized training and/or additional college courses and two years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Class B Commercial Driver's License and maintain licensure for the duration of employment in this position.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Auto/Diesel Mechanic	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
City of Joplin	Automotive Mechanic	Good	\$25,372	\$29,746	\$34,120	34.5%	☐		
City of St. Joseph	Auto Mechanic	Good	\$26,985	\$32,678	\$38,371	42.2%	☐		
NOARK	Mechanic II	Good	\$27,546	\$34,714	\$41,882	52.0%	☐		
City of Little Rock	Automotive Technician II	Good	\$27,756	\$33,745	\$39,733	43.2%	☐		
City of Jonesboro	Mechanic II	Good	\$28,009	\$34,980	\$42,619	52.2%	☐		
City of Springfield	Plant Maintenance Mechanic II	Good	\$28,579	\$33,343	\$38,106	33.3%	☐		
City of Lee's Summit	Mechanic	Good	\$28,891	\$36,171	\$43,451	50.4%	☐		
City of Stillwater	Fleet Maintenance Lead Mechanic	Good	\$29,286	\$35,537	\$41,787	42.7%	☐		
City of Columbia	Vehicle Mechanic II	Good	\$29,725	\$35,145	\$40,564	36.5%	☐		
City of Blue Springs	Mechanic	Good	\$30,007	\$37,510	\$45,012	50.0%	☐		
City of Edmond	Mechanic II	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Norman	Mechanic II	Good	\$32,719	\$38,749	\$44,779	36.9%	☐		
City of Saint Charles	Garage Worker	Good	\$38,930	\$42,039	\$45,147	16.0%	☐		
Average			\$29,236	\$35,611	\$42,034	43.8%			

City of Fayetteville			\$27,954	\$33,679	\$39,405	41.0%	
	\$ Difference	(\$1,282)		(\$1,932)	(\$2,629)		
	% Difference	-4.6%		-5.7%	-6.7%		

Salary Survey Results for City of Fayetteville

EXECUTIVE SECRETARY

Descrp The incumbent performs administrative, professional and communication work in the management of the day-to-day operations and activities of the Mayor and his office. Promotes good public relations with citizens and other governmental and private sector entities. Schedules and coordinates the activities of the Mayor and his office and is responsible for the specialized and confidential administrative tasks related to the office of the Mayor. Oversees and administers functions of the Mayor's office staff and ensures that the Mayor is kept fully informed on all matters requiring attention. Work requires the use of considerable tact and independent judgment.

Quals	AA degree and four years of related experience and/or training; or equivalent combination of education and experience. Management experience preferred.	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
University of Arkansas	Secretary II	Good	\$18,903	\$27,545	\$36,187	91.4%	☐		
O*NET	EXECUTIVE SEC & ADMIN ASST	Good	\$20,600	\$31,600	\$42,600	106.8%	☐		
City of Little Rock	Secretary - Executive	Good	\$23,538	\$29,423	\$35,307	50.0%	☐		
City of North Little Rock	Executive Secretary	Good	\$23,642	\$29,389	\$35,136	48.6%	☐		
City of Springfield	Executive Secretary	Good	\$25,251	\$29,911	\$34,570	36.9%	☐		
City of Joplin	Executive Assistant/Secretary to the City Manager	Good	\$25,372	\$29,746	\$34,120	34.5%	☐		
City of St. Joseph	Executive Secretary	Good	\$25,446	\$30,815	\$36,184	42.2%	☐		
City of Jonesboro	Mayor's Secretary	Good	\$26,660	\$33,294	\$40,566	52.2%	☐		
City of Blue Springs	Executive Secretary/City Clerk	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
MOARK	Administrative Assistant	Good	\$27,724	\$34,567	\$41,409	49.4%	☐		
City of Lee's Summit	Administrative Secretary	Good	\$29,002	\$36,614	\$44,225	52.5%	☐		
State of Arkansas	Executive Secretary	Good	\$29,394	\$42,852	\$56,309	91.6%	☐		
City of Columbia	Secretary to City Manager	Good	\$29,725	\$35,145	\$40,564	36.5%	☐		
City of Stillwater	City Manager's Executive Assistant	Good	\$31,075	\$37,700	\$44,325	42.6%	☐		
City of Edmond	Administrative Assistant	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Norman	Administrative Technician IV	Good	\$31,565	\$37,382	\$43,199	36.9%	☐		
City of Manhattan	Executive Secretary	Good	\$31,990	\$38,272	\$44,554	39.3%	☐		
City of Florissant	Administrative Assistant	Good	\$32,198	\$34,455	\$36,712	14.0%	☐		
City of Saint Charles	Executive Secretary	Good	\$35,624	\$40,330	\$45,036	26.4%	☐		
Average			\$27,716	\$34,332	\$40,982	47.9%			

City of Fayetteville

\$ Difference \$30,191 \$36,375 \$42,558 41.0%
% Difference \$2,475 \$2,043 \$1,576 3.7%

Salary Survey Results for City of Fayetteville

FINANCE DIRECTOR

Descrip

The incumbent is responsible and accountable for compliance with all applicable federal and state laws and regulations, local ordinance, bond indentures, and industry standards published by authoritative bodies (GASB, FASB, IRS and others) that govern financial and procurement matters. These responsibilities are administered through direct management of the City of Fayetteville accounting, budgeting, debt administration, treasury, procurement, capital planning, information technology, centralized utility billing & collection and administrative management of trust pension assets under control of independent pension boards of trustees.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and nine years of related experience and/or training; or equivalent combination of education and experience including five years of management experience. The following is preferred: CPA, CPFO, CGFM, CFA, CIA or CPM.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	Director of Finance	Identical					☒		\$76,336
City of North Little Rock	Director - Finance and Budget	Good					☒		\$84,554
City of Joplin	Finance Director	Good	\$53,219	\$64,119	\$75,019	41.0%	☒		
City of Bentonville	Director of Finance / Administrator	Good	\$57,304	\$77,355	\$97,406	70.0%	☐		
City of Jonesboro	Finance Director	Good	\$58,751	\$73,372	\$89,397	52.2%	☒		
City of Manhattan	Director of Finance	Good	\$62,774	\$75,223	\$87,672	39.7%	☒		
City of Blue Springs	Director of Finance	Identical	\$65,174	\$81,468	\$97,761	50.0%	☒		
City of Edmond	Director of Finance	Identical	\$67,914	\$84,127	\$100,340	47.7%	☒		
City of Stillwater	Finance Director	Good	\$69,686	\$79,717	\$89,748	28.8%	☒		
City of Lee's Summit	Finance Director	Identical	\$70,709	\$90,351	\$109,992	55.6%	☒		
City of Springfield	Director of Finance	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
NOARK	Financial Administrator	Good	\$72,859	\$113,390	\$153,920	111.3%	☐		
City of Norman	Director of Finance	Good	\$75,075	\$88,910	\$102,744	36.9%	☒		
City of Little Rock	Director of Finance	Identical	\$77,758	\$97,198	\$116,637	50.0%	☒		
City of Columbia	Director of Finance	Identical	\$78,838	\$93,227	\$107,615	36.5%	☒		
City of Saint Charles	Finance Director	Identical	\$86,837	\$95,275	\$103,712	19.4%	☒		
Average			\$69,202	\$85,425	\$101,749	47.0%			\$80,445

City of Fayetteville

\$ Difference \$77,820 \$93,759 \$109,698 41.0%
% Difference 11.1% 8.9% 7.2%

Salary Survey Results for City of Fayetteville

FINANCIAL ANALYST

Descrip The incumbent is responsible for providing financial analysis for the Water and Sewer Department to ensure the accuracy of billing and collections procedures. Accounts Payable for departmental purchases for billing and collections for water & sewer. Assists with rate studies, prepares initial budget for three departments, meets with department heads for final budget approval. Monitors budgets throughout the FY.

Quals Bachelor's degree (B.A. or B.S.) in Accounting or Finance from four year college or university two years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Financial Analyst II	Fair	\$31,339	\$45,674	\$60,009	91.5%	☒		
City of Edmond	Financial Services Coordinator	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
O*NET	FINANCIAL ANALYST	Good	\$32,400	\$66,700	\$101,000	211.7%	☐		
City of Blue Springs	Revenue Collections Supervisor	Good	\$32,708	\$40,886	\$49,063	50.0%	☐		
City of Little Rock	Budget Analyst	Good	\$33,836	\$42,295	\$50,754	50.0%	☐		
City of North Little Rock	Finance Officer - Electric	Good	\$34,579	\$44,315	\$54,051	56.3%	☒		
City of Springfield	Financial Analyst	Good	\$35,547	\$41,954	\$48,360	36.0%	☐		
City of Lee's Summit	Financial Analyst	Good	\$37,232	\$47,468	\$57,704	55.0%	☐		
City of Columbia	Senior Rate Analyst	Good	\$37,925	\$44,844	\$51,763	36.5%	☒		
City of St. Joseph	Revenue Manager	Good	\$41,108	\$49,781	\$58,454	42.2%	☒		
City of Saint Charles	Finance Specialist	Good	\$43,596	\$47,833	\$52,070	19.4%	☒		
City of Norman	Budget Analyst	Good	\$44,684	\$52,919	\$61,153	36.9%	☒		
NOARK	Financial Analyst	Good	\$71,554	\$93,076	\$114,597	60.2%	☐		
Average			\$39,068	\$50,508	\$61,949	58.6%			

City of Fayetteville

\$ Difference	\$38,695	\$46,621	\$54,546	41.0%
% Difference	-1.0%	-8.3%	-13.6%	

Salary Survey Results for City of Fayetteville

FIRE CAPTAIN

Descript The incumbent is responsible for providing supervision over engine or truck company personnel and operations in emergency and non-emergency occurrences during a 24 hour shift. Supervise personnel and activities during emergency and non-emergency situations. The Captain develops personnel through training, education and on the job training. This position is responsible for performing job duties in an accurate manner in order to protect the life and property of the citizens of the City.

Quals High school diploma or general education degree (GED) plus completion of five (5) years of continuous service with the Fayetteville Fire Department and has successfully attained and held the rank of Driver/Operator with the Fayetteville Fire Department for one (1) continuous year immediately preceding the date of the written promotional examination. Firefighter I & II and EMT-A.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Fire Captain	Good	\$34,121	\$40,005	\$45,889	34.5%	☐		
City of Jonesboro	Fire Captain	Good	\$37,669	\$47,044	\$57,318	52.2%	☐		
City of Springfield	Fire Captain	Good	\$38,355	\$43,691	\$49,026	27.8%	☐		
City of St. Joseph	Fire Captain	Identic	\$43,417	\$47,145	\$50,873	17.2%	☐		
City of Columbia	Fire Battalion Chief	Good	\$43,898	\$51,910	\$59,921	36.5%	☒		
City of Lee's Summit	Fire Captain	Good	\$46,054	\$55,188	\$64,321	39.7%	☐		
City of North Little Rock	Fire Captain	Good	\$46,955	\$49,632	\$52,309	11.4%	☐		
City of Little Rock	Fire Captain	Good	\$50,029	\$52,134	\$54,238	8.4%	☐		
City of Stillwater	Fire Captain	Good	\$52,801	\$54,422	\$56,043	6.1%	☐		
Average			\$43,700	\$49,019	\$54,438	24.6%			

City of Fayetteville

\$ Difference \$45,212 \$49,388 \$53,564 18.5%
% Difference \$1,512 \$369 (\$874) -1.6%

Salary Survey Results for City of Fayetteville

FIRE CHIEF

Descrip

The incumbent is responsible for the total administrative management, operation and organization for the Fire and Emergency Service department for the City of Fayetteville. Ensures that codes are enforced, firefighters are trained and that the community emergency response needs are provided for. The incumbent manages a 100+ employee fire department in an efficient and effective manner for the safety of the City. In conjunction with the two assistant chief officers, the incumbent supervising and coordinating the activities of the fire department including employee training and development, fire suppression, rescue, EMS, investigations, equipment, HAZMAT response, development and maintenance of a disaster response plan and for compliance with departmental policies and procedures. In addition, the incumbent, in conjunction with the administration officer, develops the department's annual operating budget, capital requirements, purchasing, internal control and long range planning, goals and objectives. Assignments also include the planning, supervision and execution of a comprehensive citywide fire prevention program. This position is responsible to perform job duties in an accurate manner in order to protect the health and safety of the citizens of the City.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and eleven plus years of related experience and/or training; or equivalent combination of education and experience and a minimum of nine years of management experience. Firefighter, Fire Management, Fire Executive Management and Incident Command Certificates.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Fire Chief	Identical					☒		\$84,554
City of Bentonville	Fire Chief	Good	\$55,661	\$71,012	\$86,362	55.2%	☐		
City of Joplin	Fire Chief	Identical	\$55,915	\$67,342	\$78,768	40.9%	☒		
City of Manhattan	Director of Fire Services	Identical	\$62,774	\$75,223	\$87,672	39.7%	☒		
City of Jonesboro	Fire Chief	Good	\$64,850	\$80,989	\$98,678	52.2%	☒		
City of Edmond	Fire Chief	Identical	\$67,914	\$84,127	\$100,340	47.7%	☒		
City of Stillwater	Fire Chief	Identical	\$69,686	\$79,717	\$89,748	28.8%	☒		
City of Springfield	Fire Chief	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
City of Norman	Fire Chief	Identical	\$75,075	\$88,910	\$102,744	36.9%	☒		
City of Lee's Summit	Fire Chief	Identical	\$75,849	\$96,577	\$117,305	54.7%	☒		
City of Little Rock	Fire Chief	Identical	\$77,758	\$97,198	\$116,637	50.0%	☒		
City of College Station	Fire Chief	Identical	\$78,979	\$100,708	\$122,437	55.0%	☒		
City of Saint Charles	Fire Chief	Identical	\$86,837	\$95,275	\$103,712	19.4%	☒		
Average			\$70,269	\$84,941	\$99,743	41.9%			\$84,554

City of Fayetteville

\$70,155 \$84,524 \$98,893 41.0%
\$ Difference (\$114) (\$417) (\$850)
% Difference -0.2% -0.5% -0.9%

Salary Survey Results for City of Fayetteville

FIREFIGHTER

Descrip

The purpose of this position is to have available on a 24 hour basis a person specifically trained to respond to emergency situations involving fire, medical emergencies, hazardous materials or special rescues, and to provide support for fire prevention efforts.

Quals

High school diploma or general education degree (GED) plus must possess an Arkansas EMT certificate. Firefighter I, Firefighter II, EMT-A, Class D Drivers License, CPR, and technical rescue training certificates.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Firefighter/EMT	Identic	\$26,655	\$31,253	\$35,850	34.5%	☐		
City of North Little Rock	Firefighter	Identic	\$27,870	\$34,610	\$41,351	48.4%	☐		
City of Jonesboro	Firefighter	Good	\$28,009	\$35,314	\$42,619	52.2%	☐		
City of Sullwater	Firefighter I	Good	\$28,320	\$30,168	\$32,016	13.1%	☐		
City of Manhattan	Firefighter	Good	\$29,149	\$31,144	\$33,139	13.7%	☐		
City of St. Joseph	Firefighter	Identic	\$29,157	\$35,309	\$41,461	42.2%	☐		
City of Little Rock	Firefighter	Identic	\$29,608	\$36,616	\$43,624	47.3%	☐		
City of Columbia	Firefighter	Good	\$29,725	\$35,145	\$40,564	36.5%	☐		
City of Bentonville	Firefighter	Good	\$30,436	\$37,716	\$44,997	47.8%	☐		
City of Springfield	Firefighter	Good	\$31,075	\$35,381	\$39,686	27.7%	☐		
City of College Station	Firefighter	Good	\$34,857	\$44,772	\$54,687	56.9%	☐		
City of Lee's Summit	Firefighter	Identic	\$35,611	\$41,676	\$47,740	34.1%	☐		
City of Norman	Firefighter	Good	\$35,657	\$42,229	\$48,800	36.9%	☐		
City of Saint Charles	Firefighter	Identic	\$45,968	\$53,286	\$60,604	31.8%	☐		
Average			\$31,578	\$37,473	\$43,367	37.3%			

City of Fayetteville

\$30,802 \$35,529 \$40,255 30.7%

\$ Difference (\$776) (\$1,944) (\$3,112)

% Difference -2.5% -5.5% -7.7%

Salary Survey Results for City of Fayetteville

FLEET OPERATIONS SUPERINTENDENT

Descrip The incumbent is responsible for overall management of the entire consolidated municipal vehicle fleet. This position is the head for the department and is responsible for all personnel and supervision. Responsible for department budget.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and four years of related experience and/or training; or equivalent combination of education and experience and a minimum of four years of management experience. Must possess a Class B Commercial Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Vehicle Maintenance Supervisor	Good	\$37,665	\$45,442	\$53,219	41.3%	☒		
City of Springfield	Fleet Administrator	Good	\$38,938	\$45,854	\$52,770	35.5%	☐		
City of Stillwater	Fleet Maintenance Superintendent	Good	\$41,787	\$50,679	\$59,571	42.6%	☐		
City of Little Rock	Fleet Maintenance Manager	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Florissant	Equipment Maintenance Supervisor	Good	\$45,781	\$47,476	\$49,171	7.4%	☐		
City of Edmond	Fleet Maintenance Superintendent	Good	\$51,104	\$63,304	\$75,504	47.7%	☒		
City of Saint Charles	Shop Supervisor	Good	\$55,374	\$60,756	\$66,137	19.4%	☒		
City of Norman	Public Works Superintendent	Good	\$60,793	\$71,996	\$83,199	36.9%	☒		
Average			\$46,980	\$55,125	\$63,270	34.7%			

City of Fayetteville

\$ Difference \$51,233 \$61,726 \$72,220 41.0%
% Difference 8.3% 10.7% 12.4%

Salary Survey Results for City of Fayetteville

FLEET OPERATIONS SUPERVISOR

Descrip	The incumbent is responsible to supervise personnel, maintains communication with outside vendors, and act as liaison with other divisions concerning outside repairs and repairs in our facility. Ensure Fleet Superintendent is informed of all necessary department activities. Reports to the Fleet Operations Superintendent.									
Quals	Associate's degree (A.A.) from two year college or technical school and three years of related experience and/or training; or equivalent combination of education and experience including two years of management experience.									
Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay	
City of North Little Rock	Vehicle General Foreman	Good	\$31,087	\$39,563	\$48,039	54.5%	☐			
City of St. Joseph	Chief Master Mechanic	Good	\$32,732	\$39,638	\$46,544	42.2%	☐			
City of Columbia	Vehicle Maintenance Supervisor I	Good	\$34,399	\$40,675	\$46,950	36.5%	☐			
City of College Station	Shop Foreman	Good	\$34,819	\$41,808	\$48,797	40.1%	☐			
City of Edmond	Shop Supervisor	Good	\$35,083	\$43,458	\$51,833	47.7%	☐			
City of Lee's Summit	Maintenance Shop Supervisor - Fleet	Good	\$37,232	\$47,468	\$57,704	55.0%	☐			
City of Little Rock	Fleet Maintenance Manager	Good	\$44,394	\$55,493	\$66,591	50.0%	☐			
City of Norman	Public Works Supervisor	Good	\$44,684	\$52,919	\$61,153	36.9%	☒			
Average			\$36,804	\$45,128	\$53,451	45.2%				

City of Fayetteville

\$ Difference (\$2,012) -7.7%
% Difference -5.8%

\$34,792 \$41,918 \$49,043 41.0%

\$ Difference (\$4,408) -9.0%

Salary Survey Results for City of Fayetteville

GIS COORDINATOR/GIS SUPERVISOR

Description

The incumbent is responsible for supervising the coordination, development, implementation, operation and maintenance of the City's GIS. Acts as the City's representative to external agencies regarding department GIS. Consults with department heads and designated staff from all City departments regarding department GIS needs and requirements and ensures development and maintenance of the city's base maps and associated layers. Reports to IT Manager. Supervises and directs the work of employees and hires GIS Technology employees.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience with one year of management experience preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	CARTOGRAPHERS	Good	\$22,700	\$44,300	\$65,900	190.3%	☐		
City of Manhattan	GIS Coordinator	Good	\$36,941	\$44,200	\$51,459	39.3%	☒		
City of Little Rock	GIS Analyst, Senior	Good	\$37,220	\$46,525	\$55,830	50.0%	☐		
City of Lee's Summit	Senior GIS Analyst	Good	\$40,570	\$51,892	\$63,214	55.8%	☐		
City of Stillwater	GIS Administrator	Good	\$43,035	\$52,198	\$61,360	42.6%	☐		
City of Springfield	GIS Coordinator	Good	\$43,680	\$51,459	\$59,238	35.6%	☐		
City of Edmond	GIS Database Specialist	Good	\$44,779	\$55,469	\$66,158	47.7%	☐		
City of Norman	GIS Services Manager	Good	\$60,793	\$71,996	\$83,199	36.9%	☒		

Average

\$41,215 \$52,255 \$63,295 53.6%

City of Fayetteville

\$46,646 \$56,199 \$65,753 41.0%
\$ Difference \$5,431 \$3,944 \$2,458
% Difference 11.6% 7.0% 3.7%

Salary Survey Results for City of Fayetteville

GIS TECHNICIAN

Descrip The incumbent is responsible to assist with the development and maintenance of the Geographic Information System (GIS) for the City. Responsibilities include assisting in the development and maintenance of the GIS, which includes data conversions, data entry, geographic records research, map composition, creating and updating geographic data sets including pavement center-line data, address location system and land records system.

Quals	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
	City of Springfield	GIS Technician	Good	\$21,133	\$25,512	\$29,890	41.4%	☐		
	O*NET	CARTOGRAPHERS	Fair	\$22,700	\$44,300	\$65,900	190.3%	☐		
	City of North Little Rock	GIS Specialist	Good	\$26,399	\$33,157	\$39,914	51.2%	☐		
	City of Manhattan	GIS Technician	Good	\$27,726	\$33,145	\$38,563	39.1%	☐		
	City of Lee's Summit	GIS Technician	Good	\$29,002	\$36,614	\$44,225	52.5%	☐		
	City of College Station	GIS Technician	Good	\$29,058	\$35,714	\$42,370	45.8%	☐		
	City of Stillwater	GIS Technician	Good	\$29,286	\$35,537	\$41,787	42.7%	☐		
	City of Joplin	GIS Data Base Operator	Good	\$29,424	\$34,498	\$39,572	34.5%	☐		
	City of Blue Springs	Technician - GIS	Good	\$30,007	\$37,510	\$45,012	50.0%	☐		
	City of Jonesboro	GIS	Good	\$32,482	\$40,566	\$49,425	52.2%	☐		
	City of Little Rock	GIS Analyst	Good	\$32,812	\$41,015	\$49,218	50.0%	☒		
	City of St. Joseph	Senior Engineering Technician	Good	\$33,887	\$41,037	\$48,187	42.2%	☐		
	City of Edmond	GIS Analyst	Good	\$35,083	\$43,458	\$51,833	47.7%	☐		
	City of Saint Charles	GIS Assistant	Good	\$35,624	\$40,330	\$45,036	26.4%	☐		
	City of Norman	GIS Analyst I	Good	\$38,667	\$45,792	\$52,917	36.9%	☐		
Average				\$30,219	\$37,879	\$45,590	50.9%			

City of Fayetteville

\$ Difference \$33,073 \$39,848 \$46,622 41.0%
% Difference \$2,854 \$1,969 \$1,032 2.2%

Salary Survey Results for City of Fayetteville

GROUNDSKEEPER

Descrip

This job consists of physical labor and semi-skilled work including operation of small trucks and equipment in construction, maintenance, and repair work of City public works and park facilities. Work involves performance of physical tasks requiring some skills or special knowledge acquired through experience. Work may also include operation of specialized power equipment as a regular part of assigned duties. Other heavier equipment may be occasionally operated on a training, relief, or temporary basis. Work is usually performed under close supervision.

Quals

1-6 months of related experience and/or training; Must possess a valid Arkansas Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	LANDSCAPING & GROUNDSKEEPING	Good	\$12,700	\$19,100	\$25,500	100.8%	☐		
City of Little Rock	Laborer	Good	\$17,243	\$20,364	\$23,484	36.2%	☐		
City of Edmond	Maintenance Worker I	Good	\$17,415	\$21,573	\$25,730	47.7%	☐		
City of Stillwater	Maintenance Worker I	Good	\$18,262	\$22,131	\$26,000	42.4%	☐		
City of College Station	Groundsworker	Good	\$19,427	\$22,818	\$26,208	34.9%	☐		
City of North Little Rock	Parks Maintenance Worker	Good	\$19,807	\$24,850	\$29,893	50.9%	☐		
City of Joplin	Laborer I	Good	\$19,818	\$23,238	\$26,657	34.5%	☐		
City of Manhattan	Maintenance Worker I	Good	\$19,843	\$23,723	\$27,602	39.1%	☐		
City of Jonesboro	Parks Maintenance Worker	Good	\$20,826	\$26,009	\$31,690	52.2%	☐		
City of St. Joseph	Laborer	Good	\$22,975	\$27,823	\$32,670	42.2%	☐		
City of Columbia	Groundskeeper I	Good	\$23,464	\$27,621	\$31,778	35.4%	☐		
Average			\$19,253	\$23,568	\$27,928	45.1%			

City of Fayetteville

\$ Difference
% Difference

Salary Survey Results for City of Fayetteville

HORTICULTURIST

Descrip The incumbent is responsible for overseeing all horticultural tasks including garden design, installation, maintenance, planning and ordering supplies, as well as greenhouse operations. Coordinate and organize volunteers and adopt-a-park groups.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and two years of related experience and/or training; or equivalent combination of education and experience including one year of management experience. Must possess a valid Arkansas Driver's License. Arkansas State Pesticide Applicators License, International Society of Arboriculture Certification preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	FARM, RANCH, AGRICULTURAL MANAGER	Good	\$24,700	\$45,800	\$66,900	170.9%	☐		
City of Manhattan	Horticulturist	Good	\$26,395	\$31,575	\$36,754	39.2%	☐		
City of College Station	Horticulture Crew Leader	Fair	\$26,645	\$31,949	\$37,253	39.8%	☐		
City of St. Joseph	Horticulturist	Identical	\$29,900	\$36,209	\$42,517	42.2%	☐		
City of Blue Springs	Landscape Technician	Good	\$30,007	\$37,510	\$45,012	50.0%	☐		
City of Columbia	Horticulturist	Good	\$31,192	\$36,888	\$42,584	36.5%	☐		
City of Norman	Forester	Good	\$33,773	\$39,998	\$46,222	36.9%	☐		
City of Little Rock	Horticulturist	Good	\$33,836	\$42,295	\$50,754	50.0%	☒		
Average			\$29,556	\$37,778	\$46,000	55.6%			

City of Fayetteville

\$ Difference \$34,792 \$41,918 \$49,043 41.0%
% Difference 15.0% 9.9% 6.2%

Salary Survey Results for City of Fayetteville

HUMAN RESOURCES ADMINISTRATOR

Descrip The incumbent is responsible for administering recruitment and staffing of all City positions. Provides guidance to both employees and supervisors regarding policy and legal issues related to Human Resources. Maintains the job classification system and compensation data. Reports to HR Director.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and two years of related experience and/or training; or equivalent combination of education and experience and a minimum of 7-11 months of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Assistant Personnel Director	Good	\$31,087	\$39,563	\$48,039	54.5%	☒		
City of Stillwater	Human Resources Generalist	Good	\$38,230	\$46,374	\$54,517	42.6%	☐		
City of Manhattan	Human Resources Specialist	Good	\$38,771	\$46,405	\$54,038	39.4%	☒		
O*NET	HR MANAGER	Good	\$39,800	\$70,950	\$102,100	156.5%	☐		
City of Springfield	Risk Management Administrator	Good	\$43,680	\$51,459	\$59,238	35.6%	☐		
City of Little Rock	Employee Services Manager	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Edmond	Employment and Benefits Manager	Good	\$44,779	\$55,469	\$66,158	47.7%	☒		
City of Bentonville	Human Resources Manager	Good	\$45,490	\$61,412	\$77,334	70.0%	☐		
City of Saint Charles	Senior Human Resources Specialist	Good	\$55,374	\$60,756	\$66,137	19.4%	☒		
NOARK	Human Resources Manager	Good	\$62,053	\$78,627	\$95,201	53.4%	☐		
Average			\$44,366	\$56,651	\$68,935	55.4%			

City of Fayetteville

\$ Difference (\$298) \$53,094 \$62,121 41.0%
% Difference -0.7% -6.7% -11.0%

Salary Survey Results for City of Fayetteville

HUMAN RESOURCES DIRECTOR

Descrip The incumbent is responsible for planning, organizes and directs the Human Resource program to ensure compliance with all applicable federal, state and local regulations. Ensures the City's Human Resources policies, practices and programs support the City's overall goals and mission. Reports to Operations Director.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and seven years of related experience and/or training; or equivalent combination of education and experience and a minimum of four years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	Director of Human Resources	Good					☒		\$56,118
City of North Little Rock	Director - Personnel	Good					☒		\$56,613
City of Joplin	Human Resources Director	Good	\$48,212	\$58,128	\$68,043	41.1%	☒		
City of Blue Springs	Director of Human Resources	Good	\$54,856	\$68,570	\$82,283	50.0%	☒		
City of Edmond	Director of Human Resources	Good	\$58,716	\$72,734	\$86,751	47.7%	☒		
City of Jonesboro	Human Resources Director	Good	\$58,751	\$73,372	\$89,397	52.2%	☒		
City of Manhattan	Director of Human Resources	Good	\$59,821	\$71,667	\$83,512	39.6%	☒		
City of Stillwater	Human Resources Director	Good	\$60,184	\$68,631	\$77,077	28.1%	☒		
City of Springfield	Director of Human Resources	Good	\$64,376	\$73,643	\$82,909	28.8%	☐		
City of Columbia	Director of Human Resources	Good	\$64,856	\$76,694	\$88,531	36.5%	☒		
City of Lee's Summit	Human Resources Manager	Good	\$66,767	\$84,480	\$102,192	53.1%	☒		
NOARK	Human Resources Director	Good	\$69,403	\$81,199	\$92,994	34.0%	☐		
City of Norman	Director of Human Resources	Good	\$70,238	\$83,181	\$96,124	36.9%	☒		
City of Little Rock	Director of Human Resources	Identic	\$74,606	\$93,258	\$111,909	50.0%	☒		
City of Saint Charles	Human Resources Director	Good	\$77,466	\$84,995	\$92,523	19.4%	☒		
Average			\$63,712	\$76,196	\$88,788	39.4%			\$56,366

City of Fayetteville

\$ Difference	(\$4,419)	(\$4,758)	(\$5,206)
% Difference	-7.5%	-6.7%	-6.2%

41.0%

Salary Survey Results for City of Fayetteville

INFORMATION TECHNOLOGIES MANAGER/IT DIRECTOR

Descrip The IT Manager provides oversight for IT functions consistent with best practices for cities of comparable size and complexity. The IT Manager is responsible to provide administrative and technical management in developing, organizing, also managing the City's information technology infrastructure. This position is the head of the Information Technology Division within the Finance Department. Reports to the Finance Department. Responsible for budget.

Quals Bachelor's degree (B.A. or B.S.) and seven years of related experience and/or training; or equivalent combination of education and experience including four years of management experience. Supervises 18-20 personnel.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Director of Information Systems	Good	\$50,652	\$61,048	\$71,444	41.0%	☒		
City of Jonesboro	Info Systems Director	Good	\$53,226	\$64,850	\$80,989	52.2%	☒		
City of Blue Springs	Manager - Information Services	Good	\$59,792	\$74,741	\$89,689	50.0%	☒		
City of Stillwater	Information Services Director	Good	\$60,184	\$68,631	\$77,077	28.1%	☒		
City of Saint Charles	Information Technology Director	Good	\$64,209	\$70,447	\$76,685	19.4%	☒		
City of Columbia	Director of Information Services	Good	\$64,856	\$76,694	\$88,531	36.5%	☒		
City of Lee's Summit	Chief Technology Officer	Good	\$66,767	\$84,480	\$102,192	53.1%	☒		
City of Norman	Information Systems Manager	Good	\$66,872	\$79,195	\$91,518	36.9%	☒		
City of Edmond	Director of Management Information Services	Good	\$67,914	\$84,127	\$100,340	47.7%	☒		
City of Springfield	Director of Information Technology	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
City of Little Rock	Director of Information Technology	Good	\$74,606	\$93,258	\$111,909	50.0%	☒		
NOARK	Operations Manager (IS)	Good	\$74,998	\$95,898	\$116,797	55.7%	☐		
Average			\$64,667	\$77,966	\$91,641	41.7%			

City of Fayetteville

\$ Difference	(\$2,797)	(\$3,423)	(\$4,426)
% Difference	-4.5%	-4.6%	-5.1%

Salary Survey Results for City of Fayetteville

INSPECTOR/COMMERCIAL & RESIDENTIAL

Descript	The position is highly technical and is responsible for inspecting residential and commercial buildings for conformance to building, energy, accessibility, electrical, mechanical, natural gas, and plumbing code requirements. Position reviews permit applications, drawings, and specifications for code and ordinance violations; confirms compliance through inspections; approves remedies and authorizes permits to be issued.
Quals	High school diploma or GED and three years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Drivers License. Ability to obtain ICC certification as a Combination Inspector within three years of employment; Arkansas State Plumbing inspector license within one year and Arkansas State Mechanical inspector license within one year of employment.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Little Rock	Inspector (Plumbing, Building, Electrical, Gas, Mechanical)	Good	\$24,738	\$30,923	\$37,107	50.0%	☐		
O'NET	CONSTRUCTION & BUILDING INSPECTOR	Good	\$25,000	\$36,450	\$47,900	91.6%	☐		
State of Arkansas	Construction Inspector	Good	\$25,897	\$37,738	\$49,578	91.4%	☐		
City of North Little Rock	Chief Inspector (building, electrical, plumbing & gas)	Good	\$26,399	\$33,157	\$39,914	51.2%	☐		
City of St. Joseph	Inspector (Electrical, Building, Plumbing, Mechanical)	Good	\$28,195	\$34,144	\$40,092	42.2%	☐		
City of Jonesboro	Inspector		\$29,427	\$35,854	\$44,777	52.2%	☐		
City of Springfield	Housing and Zoning Inspector	Good	\$30,410	\$35,932	\$41,454	36.3%	☐		
City of Columbia	Senior Building Inspector	Good	\$32,758	\$38,735	\$44,712	36.5%	☐		
City of Lee's Summit	Building Inspector	Good	\$34,213	\$43,477	\$52,740	54.2%	☐		
City of Edmond	Building Inspector	Good	\$35,083	\$43,458	\$51,833	47.7%	☐		
City of Saint Charles	Housing Inspector	Good	\$41,187	\$46,629	\$52,070	26.4%	☐		
City of Norman	Building Inspector	Good	\$41,374	\$48,999	\$56,623	36.9%	☐		
City of Florissant	Building, Street, and Housing Inspector	Good	\$41,496	\$44,294	\$47,091	13.5%	☐		
Average			\$32,014	\$39,214	\$46,607	45.6%			

City of Fayetteville			\$34,566	\$41,645	\$48,725	41.0%
	\$ Difference		\$2,552	\$2,431	\$2,118	
	% Difference		7.4%	5.8%	4.3%	

Salary Survey Results for City of Fayetteville

INSPECTOR/RESIDENTIAL

Descrip This technical position is responsible for inspecting residential dwelling units for conformance to building, energy, accessibility, mechanical, electrical, natural gas, and plumbing code requirements. Position requires competence in enforcement of State Laws, City Ordinances, and adopted Codes, by recognizing unsafe and unhealthy violations and approving remedies recognized by the codes.

Quals High school diploma or GED and three years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Drivers License. Ability to obtain ICC Residential Combination Inspector certification within three years of employment; and Arkansas State Plumbing and Mechanical inspector licenses within one year of employment.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	CONSTRUCTION & BUILDING INSPECTOR	Fair	\$25,000	\$36,450	\$47,900	91.6%	☐		
State of Arkansas	Construction Inspector	Good	\$25,897	\$37,738	\$49,578	91.4%	☐		
City of North Little Rock	Chief Building Inspector	Good	\$26,399	\$33,157	\$39,914	51.2%	☐		
City of Manhattan	Housing Inspector	Good	\$27,726	\$33,145	\$38,563	39.1%	☐		
City of Joplin	Building Inspector	Good	\$29,424	\$34,498	\$39,572	34.5%	☐		
City of Jonesboro	Inspector	Good	\$29,427	\$35,854	\$44,777	52.2%	☐		
City of Columbia	Building Inspector	Good	\$29,725	\$35,145	\$40,564	36.5%	☐		
City of Blue Springs	Building Inspector	Good	\$30,007	\$37,510	\$45,012	50.0%	☐		
City of Stillwater	Building Inspector	Good	\$30,160	\$36,598	\$43,035	42.7%	☐		
City of Lee's Summit	Inspector	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
City of College Station	Combination Inspector	Good	\$31,616	\$37,991	\$44,366	40.3%	☐		
City of Springfield	Residential Construction and Zoning Inspector	Good	\$32,760	\$38,792	\$44,824	36.8%	☐		
City of Norman	Construction Inspector	Good	\$40,084	\$47,471	\$54,857	36.9%	☐		
Average			\$29,977	\$37,248	\$44,710	49.1%			

City of Fayetteville			\$31,050	\$37,410	\$43,769	41.0%			
	\$ Difference		\$1,073	\$162	(\$941)				
	% Difference		3.5%	0.4%	-2.1%				

Salary Survey Results for City of Fayetteville

LEAD COURT CLERK

Descrip Assists in courtroom during arraignments and sentencing and occasionally fills in when Chief Clerk is not available. Prepares paperwork for court arraignments, data entry (final dispositions, payments, etc.) maintains time sheets for division, solving problems, and any duties necessary to keep court operating smoothly. Reports to Chief Clerk.

Quals High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience. Notary Public.

	Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of St. Joseph		Senior Court Services Representative	Good	\$25,446	\$30,815	\$36,184	42.2%	☐		
City of Blue Springs		Municipal Court Administrator	Good	\$27,530	\$34,413	\$41,295	50.0%	☐		
State of Arkansas		Court Reporter	Fair	\$27,629	\$40,225	\$52,820	91.2%	☐		
City of Stillwater		Deputy Court Clerk	Good	\$28,434	\$34,497	\$40,560	42.6%	☐		
City of Little Rock		Chief Court Clerk	Good	\$29,829	\$37,287	\$44,744	50.0%	☒		
City of Norman		Deputy Court Clerk II	Good	\$30,579	\$36,214	\$41,849	36.9%	☐		
City of Lee's Summit		Court Services Officer	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
Average				\$28,704	\$36,189	\$43,674	52.2%			

City of Fayetteville

\$ Difference \$30,191 \$36,375 \$42,558 41.0%
% Difference \$1,487 \$186 (\$1,116) -2.6%

Salary Survey Results for City of Fayetteville

LEAD DISPATCHER

Descrip

The Incumbent must be able to make decisions and work independently on multiple tasks assigned. Provides direct supervision for a shift of five dispatchers. Must have a good understanding of the technical aspect of the dispatch center and be able to troubleshoot equipment problems arising during the shift. Deals directly with police and fire supervisors and addresses issues with these supervisors as necessary. Major responsibilities include scheduling, involvement in the hiring process, evaluations, disciplinary action for employees and some purchasing responsibilities along with other assigned duties.

Quals

High school diploma or GED and three years of related experience and/or training; or equivalent combination of education and experience and a minimum of 1-6 months of management experience. The incumbent must be licensed to operate the ACIC Level II, NIMS Certified Training Officer.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Telecommunications Supervisor	Good	\$24,131	\$35,340	\$46,548	92.9%	☐		
City of St. Joseph	Communications Coordinator	Good	\$26,786	\$32,438	\$38,089	42.2%	☐		
City of Little Rock	Communications Shift Supervisor	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		
City of Stillwater	Police Dispatcher II	Good	\$27,602	\$33,488	\$39,374	42.6%	☐		
City of Joplin	Public Safety Communications Supervisor	Good	\$29,424	\$34,498	\$39,572	34.5%	☒		
City of Jonesboro	Shift Leader	Good	\$29,427	\$35,854	\$44,777	52.2%	☐		
City of Springfield	Senior 911 Telecommunicator	Good	\$30,410	\$35,932	\$41,454	36.3%	☐		
City of Edmond	Communications Shift Leader	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Blue Springs	Dispatcher Supervisor	Good	\$32,708	\$40,886	\$49,063	50.0%	☐		
City of Lee's Summit	Lead Communications Specialist	Good	\$34,213	\$43,477	\$52,740	54.2%	☐		
City of Columbia	Communications Supervisor	Good	\$34,399	\$40,675	\$46,950	36.5%	☐		
City of Norman	Communications Supervisor	Good	\$36,138	\$42,798	\$49,457	36.9%	☐		
City of College Station	Communications Supervisor	Fair	\$38,626	\$46,374	\$54,122	40.1%	☐		
Average			\$30,938	\$38,025	\$45,303	46.4%			

City of Fayetteville

\$ Difference	\$32,768	\$39,480	\$46,191	41.0%
% Difference	\$1,830	\$1,455	\$888	1.9%
	5.6%	3.7%		

Salary Survey Results for City of Fayetteville

MAINTENANCE CREW LEADER

Descrip The incumbent is responsible for ensuring the city buildings are maintained in an efficient and safe manner. Works with custodian and maintenance workers to ensure all mechanical aspects of the building are in good working condition. Orders supplies and parts as needed.

Quals High school diploma or GED and four years of related experience and/or training; or equivalent combination of education and experience and a minimum of 12-18 months of management experience. Must possess a valid Arkansas Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	1ST LINE SUPERVISOR/MGR MECH. INSTALLER	Fair	\$25,200	\$45,500	\$65,800	161.1%	☐		
City of Little Rock	Park Maintenance and Development Foreman	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		
City of St. Joseph	Maintenance Technician	Good	\$28,405	\$34,398	\$40,391	42.2%	☐		
City of North Little Rock	Maintenance Specialist	Good	\$28,741	\$36,372	\$44,002	53.1%	☐		
City of College Station	Crew Leader	Good	\$29,058	\$34,892	\$40,726	40.2%	☐		
State of Arkansas	Maintenance Systems Supervisor	Good	\$29,394	\$42,852	\$56,309	91.6%	☐		
City of Stillwater	Senior Maintenance Worker	Good	\$30,160	\$36,598	\$43,035	42.7%	☐		
City of Manhattan	Maintenance Crew Leader I	Good	\$30,472	\$36,473	\$42,474	39.4%	☐		
City of Edmond	Facility Maintenance Technician II	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Lee's Summit	Lead Building Maintenance Worker	Good	\$34,213	\$43,477	\$52,740	54.2%	☐		
City of Norman	Crew Chief	Good	\$35,010	\$41,462	\$47,913	36.9%	☐		
Average			\$29,908	\$38,599	\$47,290	58.1%			

City of Fayetteville

\$ Difference	\$2,001	\$38,445	\$44,980	41.0%
% Difference	6.3%	-0.4%	-5.1%	

Salary Survey Results for City of Fayetteville

MAINTENANCE WORKER II

Descrip This position is responsible for semi-skilled physical labor and operation of light duty equipment in the maintenance and repair of City park facilities. May operate weed eaters, riding mowers, bush hog, and pickup trucks.

Quals High school diploma or GED and 7-11 months of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	Grounds Maintenance Worker	Fair	\$12,300	\$30,500	\$48,700	295.9%	☐		
State of Arkansas	Maintenance Worker II	Good	\$13,399	\$18,979	\$24,559	83.3%	☐		
University of Arkansas	Maintenance Worker I	Good	\$13,399	\$19,244	\$25,089	87.2%	☐		
City of Stillwater	Maintenance Worker I	Good	\$18,262	\$22,131	\$26,000	42.4%	☐		
City of College Station	Public Service Worker	Good	\$19,427	\$22,807	\$26,187	34.8%	☐		
City of Little Rock	Parks Maintenance Worker	Good	\$19,525	\$23,171	\$26,816	37.3%	☐		
City of Joplin	Laborer I	Good	\$19,818	\$23,238	\$26,657	34.5%	☐		
City of Manhattan	Maintenance Worker I	Good	\$19,843	\$23,723	\$27,602	39.1%	☐		
City of Columbia	Maintenance Assistant I	Good	\$20,421	\$23,954	\$27,487	34.6%	☐		
City of Springfield	Maintenance Worker	Good	\$20,821	\$24,420	\$28,018	34.6%	☐		
City of Norman	Maintenance Worker I	Good	\$22,638	\$26,811	\$30,983	36.9%	☐		
NOARK	Maintenance II	Good	\$25,943	\$32,102	\$38,261	47.5%	☐		
Average			\$18,816	\$24,256	\$29,697	57.8%			

City of Fayetteville

\$ Difference \$18,726 \$22,561 \$26,396 41.0%
% Difference (\$90) (\$1,695) (\$3,301) -12.5%

Salary Survey Results for City of Fayetteville

MAINTENANCE WORKER III

Descrip The incumbent is responsible for performing street repairs and improvements, including preparation of streets prior to overlay of new asphalt. Use of heavy equipment to mill, load and unload, and roll asphalt. Drives Dump Truck.

Quals High school diploma or GED and 12-18 months of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License- Class B CDL.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	Grounds Maintenance Worker	Fair	\$12,300	\$30,500	\$48,700	295.9%	☐		
University of Arkansas	Maintenance Worker II	Good	\$13,399	\$19,455	\$25,511	90.4%	☐		
City of North Little Rock	Maintenance Worker	Good	\$19,802	\$24,848	\$29,893	51.0%	☐		
City of Little Rock	Skilled Laborer	Good	\$20,646	\$24,898	\$29,149	41.2%	☐		
City of Joplin	Laborer II	Good	\$20,829	\$24,417	\$28,005	34.5%	☐		
City of Springfield	Lead Maintenance Worker	Good	\$21,923	\$25,657	\$29,390	34.1%	☐		
City of Columbia	Maintenance Assistant II	Good	\$22,402	\$26,336	\$30,270	35.1%	☐		
City of Stillwater	Maintenance Worker II	Good	\$22,464	\$27,238	\$32,011	42.5%	☐		
City of Jonesboro	Equipment Operator II	Good	\$25,375	\$30,917	\$38,611	52.2%	☐		
NOARK	Maintenance III	Good	\$35,752	\$42,316	\$48,879	36.7%	☐		
Average			\$21,489	\$27,658	\$34,042	58.4%			

City of Fayetteville

\$ Difference \$20,483 \$24,679 \$28,874 41.0%
% Difference (\$1,006) (\$2,979) (\$5,168) -17.9%

Salary Survey Results for City of Fayetteville

MAINTENANCE WORKER IV - WATER LICENSE

Descrip The incumbent is responsible for operating equipment, assists others in finishing tasks, and drive dump trucks in a safe manner. This position is responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens of the City. Operates backhoe and similar heavy equipment.

Quals High school diploma or GED and two years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Commercial Driver's License. Area assignment may require tanker endorsement, Confined Space, Trench Safety, Trench Shoring, Arkansas Grade III Water Distribution License, Arkansas Highway Work Zone Traffic Safety, Arkansas Class I Wastewater License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	Grounds, Maintenance Worker	Fair	\$12,300	\$30,500	\$48,700	295.9%	☐		
City of St. Joseph	Laborer	Good	\$22,975	\$27,823	\$32,670	42.2%	☐		
City of Columbia	Utility Maintenance Mechanic I	Good	\$23,464	\$27,621	\$31,778	35.4%	☐		
City of Manhattan	Water Service Worker II	Good	\$24,003	\$28,694	\$33,384	39.1%	☐		
City of Edmond	Maintenance Worker II	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
Average			\$21,670	\$29,272	\$36,874	70.2%			

City of Fayetteville

\$ Difference \$23,540 \$28,361 \$33,182
% Difference 7.9% -3.2% -11.1%

Salary Survey Results for City of Fayetteville

METER READER

Descrip

The incumbent is responsible for reading water meters in a timely, accurate and efficient manner. Job involves operation of a motor vehicle and hand held computer. Assists with turn-ons and turnoffs and performs minor meter maintenance as needed.

Quals

High school diploma or GED and 1-6 months of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	METER READER, UTILITIES	Good	\$13,200	\$25,600	\$38,000	187.9%	☐		
City of Little Rock	Meter Reader	Good	\$20,646	\$24,898	\$29,149	41.2%	☐		
City of Manhattan	Meter Reader	Good	\$20,800	\$24,835	\$28,870	38.8%	☐		
City of Blue Springs	Meter Reader	Identical	\$21,258	\$26,573	\$31,887	50.0%	☐		
City of Columbia	Meter Reader	Identical	\$22,402	\$26,336	\$30,270	35.1%	☐		
City of Stillwater	Meter Reader	Identical	\$22,464	\$27,238	\$32,011	42.5%	☐		
City of Norman	Meter Reader	Identical	\$22,638	\$26,811	\$30,983	36.9%	☐		
City of Edmond	Meter Reader	Identical	\$23,380	\$28,961	\$34,542	47.7%	☐		
City of Lee's Summit	Meter Reader	Good	\$24,713	\$30,993	\$37,273	50.8%	☐		
City of North Little Rock	Meter Reader (Electric)	Fair	\$26,642	\$32,854	\$39,065	46.6%	☐		
City of Saint Charles	Meter Reader	Good	\$33,807	\$36,507	\$39,206	16.0%	☐		
Average			\$22,905	\$28,328	\$33,751	47.4%			

City of Fayetteville

\$ Difference (\$2,422) (\$3,649) (\$4,877)
% Difference -11.8% -14.8% -16.9%

Salary Survey Results for City of Fayetteville

NETWORK ENGINEER

Descrip

The incumbent is responsible for performing technical and analytical work in the development of Information Technology systems to meet the information needs of all City Divisions. Design, implement, maintain and troubleshoot all network infrastructures to further help departments more efficiently utilize information technology resources. Reports to the IT Manager.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience. Novell Certified Network Administrator, Cisco Certified Network Administrator, Microsoft Certified Professional. Valid Arkansas Drivers' License is required.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	SOFTWARE COMPUTER ENGINEER	Good	\$35,300	\$65,000	\$94,700	168.3%	☐		
State of Arkansas	Computer Applications Manager	Good	\$40,277	\$58,653	\$77,029	91.2%	☒		
City of Lee's Summit	Network Administrator	Good	\$40,570	\$51,892	\$63,214	55.8%	☐		
City of St. Joseph	Network Services Manager	Good	\$41,108	\$49,781	\$58,454	42.2%	☒		
City of Little Rock	Network Analyst	Good	\$41,624	\$52,030	\$62,436	50.0%	☒		
City of Blue Springs	Network Manager	Good	\$42,359	\$52,949	\$63,538	50.0%	☐		
City of North Little Rock	Data Processing Manager	Good	\$43,444	\$56,322	\$69,199	59.3%	☒		
City of College Station	Network Systems Analyst	Good	\$43,514	\$53,280	\$63,045	44.9%	☐		
City of Norman	Network Administrator	Good	\$44,684	\$52,919	\$61,153	36.9%	☒		
City of Manhattan	Information Systems Manager	Good	\$44,762	\$53,602	\$62,442	39.5%	☒		
City of Edmond	Computer/Network Specialist	Good	\$44,779	\$55,469	\$66,158	47.7%	☐		
NOARK	Network Engineer	Good	\$51,532	\$66,322	\$81,111	57.4%	☐		
City of Saint Charles	Management Information Coordinator	Good	\$58,318	\$63,986	\$69,653	19.4%	☒		
Average			\$44,021	\$56,323	\$68,626	55.9%			

City of Fayetteville

\$ Difference \$46,646 \$56,199 \$65,753 41.0%
% Difference 5.6% -0.2% -4.4%

Salary Survey Results for City of Fayetteville

OFFICE MANAGER

Descrip	The incumbent is responsible for providing clerical, administrative and secretarial support by assisting the department manager and other personnel by planning and organizing the day to day operations of the office. Supervises, plans and directs the work of office clerical staff. Organizes the day to day operation of the office. Participates in hiring and displaying two clerical staff.
Quals	High school diploma or GED plus specialized training and two years of related experience and/or training; or equivalent combination of education and experience and a minimum of 12-18 months of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
University of Arkansas	Receptionist	Good	\$15,651	\$22,783	\$29,915	91.1%	☐		
City of Little Rock	Office Assistant III	Good	\$20,799	\$25,999	\$31,199	50.0%	☐		
City of Jonesboro	Office Manager	Good	\$26,660	\$32,482	\$40,566	52.2%	☐		
State of Arkansas	Office Manager	Good	\$27,629	\$40,225	\$52,820	91.2%	☒		
City of Stillwater	Electric Office Manager	Good	\$28,434	\$34,497	\$40,560	42.6%	☐		
City of St. Joseph	Administrative Aide	Good	\$30,584	\$37,037	\$43,489	42.2%	☐		
City of North Little Rock	Office Manager (Police Dept.)	Good	\$31,087	\$39,563	\$48,039	54.5%	☐		
City of Edmond	Administrative Supervisor	Good	\$31,373	\$38,863	\$46,353	47.7%	☐		
City of Lee's Summit	Administrative Specialist	Good	\$31,480	\$39,873	\$48,265	53.3%	☐		
City of Nonnan	Administrative Technician IV	Good	\$31,565	\$37,382	\$43,199	36.9%	☐		
O*NET	ADMIN SERVICES MANAGER	Good	\$33,500	\$64,900	\$96,300	187.5%	☐		
NOARK	Office Manager	Good	\$34,816	\$44,889	\$54,961	57.9%	☐		
Average			\$28,631	\$38,208	\$47,972	67.6%			

City of Fayetteville			\$30,191	\$36,375	\$42,558	41.0%			
	\$ Difference		\$1,560	(\$1,833)	(\$5,414)				
	% Difference		5.2%	-5.0%	-12.7%				

Salary Survey Results for City of Fayetteville

PARKING ENFORCEMENT OFFICER

Descrip	The incumbent is responsible for issuing parking citations. May perform work or maintenance on parking meters. May assist with cleaning parking areas.									
Quals	High school diploma or GED and 12-18 months of related experience and/or training; or equivalent combination of education and experience.									
Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay	
State of Arkansas	Parking Control Officer	Good	\$14,698	\$21,391	\$28,083	91.1%	☐			
City of Little Rock	Parking Enforcement Technician	Good	\$19,247	\$24,059	\$28,871	50.0%	☐			
City of Joplin	Parking Monitor	Good	\$19,818	\$23,238	\$26,657	34.5%	☐			
City of Stillwater	Parking Control Officer	Good	\$19,947	\$24,191	\$28,434	42.5%	☐			
City of Manhattan	Parking Control Officer	Good	\$20,800	\$24,835	\$28,870	38.8%	☐			
City of St. Joseph	Parking Control Technician	Good	\$20,872	\$25,276	\$29,679	42.2%	☐			
City of Columbia	Parking Enforcement Officer	Identic	\$21,391	\$25,121	\$28,850	34.9%	☐			
City of College Station	Parking Enforcement Officer	Good	\$21,965	\$25,782	\$29,598	34.8%	☐			
City of Norman	Parking Service Officer	Good	\$22,638	\$26,811	\$30,983	36.9%	☐			
City of Lee's Summit	Parking Control Officer	Good	\$26,755	\$33,665	\$40,575	51.7%	☐			
Average			\$20,813	\$25,437	\$30,060	44.4%				

City of Fayetteville

\$ Difference \$22,681 \$27,326 \$31,971
% Difference 8.2% 6.9% 6.0%

Salary Survey Results for City of Fayetteville

PARKS & REC DIRECTOR

Descrip The incumbent is responsible for overseeing a comprehensive parks and recreation program that meets the needs of the citizens. Executive position in charge of the Parks and Recreation Department.

Quals Bachelors Degree (B.A. or B.S.) or university program certificate and five years of related experience and/or training; or equivalent combination of education and experience including four years of management experience. Must possess a valid Arkansas Driver's License. Certified Parks and Recreation Professional as designated by National Recreation and Parks Association preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	Director of Parks and Recreation	Good					☒		\$61,755
City of North Little Rock	Director - Parks and Recreation	Good					☒		\$69,396
City of Bentonville	Parks Director	Good	\$49,130	\$66,321	\$83,512	70.0%	☐		
City of Joplin	Parks and Recreation Director	Good	\$55,915	\$67,342	\$78,768	40.9%	☒		
City of Edmond	Director of Parks and Recreation	Identic	\$58,716	\$72,734	\$86,751	47.7%	☒		
City of Jonesboro	Director of Parks	Good	\$58,751	\$72,583	\$89,397	52.2%	☒		
City of Stillwater	Parks, Events, and Recreation Director	Good	\$62,295	\$70,742	\$79,189	27.1%	☒		
City of Manhattan	Director of Parks and Recreation	Good	\$62,774	\$75,223	\$87,672	39.7%	☒		
City of Blue Springs	Director of Parks and Recreation	Good	\$65,174	\$81,468	\$97,761	50.0%	☒		
City of Columbia	Director of Parks and Recreation	Good	\$68,097	\$80,531	\$92,964	36.5%	☒		
City of Norman	Director of Parks and Recreation	Good	\$70,238	\$83,181	\$96,124	36.9%	☒		
City of Springfield	Director of Parks and Recreation	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
City of Little Rock	Director of Parks and Recreation	Good	\$74,606	\$93,258	\$111,909	50.0%	☒		
City of Saint Charles	Parks Director	Good	\$80,591	\$88,344	\$96,096	19.2%	☒		
Average			\$64,851	\$77,829	\$91,055	40.4%			\$65,576

City of Fayetteville

\$ Difference \$59,283 \$71,438 \$83,582 41.0%
% Difference (\$5,568) (\$6,391) (\$7,473) -8.9%

Salary Survey Results for City of Fayetteville

PARKS MAINT SUPERINTENDENT

Descrip	The incumbent is responsible for the planning and administration of a maintenance program for the Parks and Recreation Division. The work includes management of programs for turf grass, urban forestry, horticulture, public lands, swimming pool, park facilities, and capital improvements. This position plans, schedules and supervises maintenance employees. Reports to the Director of Parks and Recreation.
Quals	Bachelor's degree (B.A. or B.S.) from four year college or university and three years of related experience and/or training; or equivalent combination of education and experience of two years of management experience. National Playground Safety Inspectors Certification preferred. Certified Pool Operator preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	1st Line Supervisor, Lawn & Groundskeeping	Good	\$22,800	\$36,600	\$50,400	121.1%	☐		
City of North Little Rock	Parks Maintenance Superintendent	Good	\$34,579	\$44,315	\$54,051	56.3%	☒		
City of Joplin	Parks Maintenance Supervisor	Good	\$37,663	\$45,440	\$53,217	41.3%	☒		
City of Jonesboro	Parks Maintenance Superintendent	Good	\$37,669	\$45,896	\$57,318	52.2%	☐		
State of Arkansas	Park Superintendent V	Good	\$37,840	\$55,091	\$72,342	91.2%	☒		
City of Blue Springs	Parks Maintenance Superintendent	Good	\$38,861	\$48,576	\$58,291	50.0%	☐		
City of St. Joseph	Superintendent of Parks	Good	\$41,108	\$49,781	\$58,454	42.2%	☒		
City of Columbia	Parks Superintendent	Good	\$41,810	\$49,440	\$57,069	36.5%	☒		
City of Little Rock	Parks Maintenance Manager	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Manhattan	Parks Superintendent	Good	\$44,762	\$53,602	\$62,442	39.5%	☒		
City of Edmond	Parks Superintendent	Good	\$44,779	\$55,469	\$66,158	47.7%	☐		
City of Lee's Summit	Superintendent of Parks	Good	\$48,356	\$62,254	\$76,151	57.5%	☒		
City of Florissant	Parks Superintendent	Good	\$52,936	\$56,639	\$60,341	14.0%	☒		
City of Norman	Parks and Recreation Superintendent	Good	\$56,290	\$66,664	\$77,037	36.9%	☒		
City of Saint Charles	Parks Maintenance Foreman		\$58,318	\$63,928	\$69,538	19.2%	☐		
Average			\$42,811	\$52,612	\$62,627	46.3%			

City of Fayetteville

\$ Difference \$44,068 \$53,094 \$62,121 41.0%
% Difference \$1,257 \$482 (\$506) -0.8%

Salary Survey Results for City of Fayetteville

PLANNER

Describe

The incumbent is responsible for reviewing development and zoning applications for compliance with City ordinances and policies. Presents staff recommendations to City government. Facilitates appropriate development in accordance with City regulations and answer the public's questions as needed.

Quals

Bachelor's degree (B.A. or B.S.) in a related field from four year college or university and 12-18 months of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	Urban and Regional Planner	Good	\$20,800	\$39,950	\$59,100	184.1%	☐		
City of Springfield	Assistant City Planner	Good	\$25,251	\$29,911	\$34,570	36.9%	☐		
City of North Little Rock	City Planner	Good	\$32,802	\$41,922	\$51,041	55.6%	☒		
City of Little Rock	Planner II	Good	\$33,836	\$42,295	\$50,754	50.0%	☒		
City of Edmond	Planner		\$35,083	\$43,458	\$51,833	47.7%	☐		
City of Blue Springs	Planner	Good	\$35,652	\$44,566	\$53,479	50.0%	☐		
City of Joplin	Municipal Planner	Good	\$35,849	\$43,251	\$50,652	41.3%	☒		
City of Columbia	Planner	Good	\$36,115	\$42,708	\$49,300	36.5%	☒		
City of Manhattan	Planner II	Good	\$36,941	\$44,200	\$51,459	39.3%	☒		
City of Lee's Summit	Planner	Good	\$37,232	\$47,468	\$57,704	55.0%	☐		
City of Jonesboro	Sr. Planner	Good	\$37,669	\$45,896	\$57,318	52.2%	☐		
City of Norman	Planner I	Good	\$38,667	\$45,792	\$52,917	36.9%	☐		
City of Saint Charles	Planner	Good	\$46,542	\$51,065	\$55,588	19.4%	☒		
Average			\$34,803	\$43,268	\$51,978	49.3%			

City of Fayetteville

\$ Difference \$38,695 \$46,621 \$54,546 41.0%
% Difference 10.1% 7.2% 4.7%

Salary Survey Results for City of Fayetteville

POLICE CAPTAIN

Description

Under the direction of the Deputy Chief, the incumbent is responsible for the daily operational functions of the Fayetteville Police Department. Provides day to day operations oversight to various divisions including vehicle, bicycle and motor patrols, detective, narcotics, firearms, and K-9. Law enforcement procedures, state and federal laws, civil service rules and regulations and department policy and procedures govern this position. This position is responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances.

Quals

High School graduation or passed the General Education Development (GED) with at least eight (8) years continuous experience as a Fayetteville Police Officer, three (3) years of which have been in the capacity of a Lieutenant immediately preceding the date of the promotional exam and two (2) years of continuous experience as a Sergeant, (minimum of five years of general experience and five years of management experience). Successful completion of a basic course in law enforcement at an accredited college, university or state recognized law enforcement academy. Must possess a valid Arkansas Driver's License and hold a current certified police officer certification. Must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center).

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Manhattan	Place Matching Title Here	No Ma					☐		
City of Jonesboro	Police Captain	Good	\$48,220	\$58,751	\$73,372	52.2%	☒		
City of Springfield	Police Captain	Good	\$49,899	\$59,582	\$69,264	38.8%	☐		
City of Blue Springs	Captain	Good	\$50,326	\$62,908	\$75,489	50.0%	☒		
City of Columbia	Police Captain	Good	\$50,342	\$59,523	\$68,704	36.5%	☒		
City of St. Joseph	Police Commander	Good	\$51,269	\$58,697	\$66,125	29.0%	☐		
City of Norman	Place Matching Title Here	Good	\$53,143	\$62,937	\$72,730	36.9%	☐		
City of Little Rock	Police Captain	Good	\$54,778	\$68,473	\$82,167	50.0%	☒		
City of Lee's Summit	Police Captain	Good	\$55,020	\$66,705	\$78,389	42.5%	☐		
City of Stillwater	Police Captain	Good	\$61,402	\$64,865	\$68,328	11.3%	☐		
City of North Little Rock	Police Captain	Good	\$63,059	\$67,340	\$71,620	13.6%	☒		
City of Florissant	Police Captain	Good	\$69,888	\$72,717	\$75,546	8.1%	☒		
City of Saint Charles	Police Captain	Good	\$74,347	\$81,570	\$88,792	19.4%	☒		
Average			\$56,808	\$65,339	\$74,211	30.6%			

City of Fayetteville

	\$52,474	\$61,867	\$71,261	35.8%
\$ Difference	(\$4,334)	(\$3,472)	(\$2,950)	
% Difference	-8.3%	-5.6%	-4.1%	

Salary Survey Results for City of Fayetteville

POLICE CHIEF

Descr/p The incumbent is responsible for planning, organizing and directing activities of the Fayetteville Police Department to ensure effective enforcement of laws and ordinances. The Police Chief performs the functions and duties specified and set forth by City ordinance and civil service rules and regulations, as well as conduct responsibilities pursuant to state statutes and other related work as required under the general direction of the Mayor and City Council. Law enforcement procedures, state and federal laws and department policy and procedures govern this position.

Quals Bachelor's degree (B.A. or B.S.) in Criminal Justice, Political Science, Public Administration or Management and eleven (11) plus years of related general experience and/or training; or equivalent combination of education and experience and a minimum of nine (9) years of management experience. Advanced law enforcement management or executive development schooling such as the University of Arkansas Criminal Justice Institute, FBI National Academy, Police Executive Research Forum, Senior Management Institute, or similar school is desirable. Must possess a valid Arkansas Driver's License; State certification as a commissioned law enforcement officer in the State of Arkansas is required; must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center).

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Florissant	Chief of Police	Identical					☒		\$90,709
City of North Little Rock	Police Chief	Identical					☒		\$84,554
City of Bentonville	Police Chief	Good	\$57,075	\$74,204	\$91,333	60.0%	☐		
City of Joplin	Police Chief	Identical	\$58,743	\$70,724	\$82,705	40.8%	☒		
City of Jonesboro	Police Chief	Good	\$64,850	\$79,014	\$98,678	52.2%	☒		
City of Edmond	Police Chief	Identical	\$67,914	\$84,127	\$100,340	47.7%	☒		
City of Stillwater	Police Chief	Identical	\$69,686	\$79,717	\$89,748	28.8%	☒		
City of Blue Springs	Chief of Police	Identical	\$71,039	\$88,799	\$106,559	50.0%	☒		
City of Columbia	Police Chief	Identical	\$71,508	\$84,556	\$97,604	36.5%	☒		
City of Springfield	Police Chief	Good	\$71,926	\$82,222	\$92,518	28.6%	☐		
City of Norman	Police Chief	Identical	\$75,075	\$88,910	\$102,744	36.9%	☒		
City of Lee's Summit	Chief of Police	Identical	\$75,849	\$96,577	\$117,305	54.7%	☒		
City of Little Rock	Chief of Police	Identical	\$77,758	\$97,198	\$116,637	50.0%	☒		
City of College Station	Police Chief	Identical	\$78,979	\$100,708	\$122,437	55.0%	☒		
City of Saint Charles	Police Chief	Identical	\$86,837	\$95,275	\$103,712	19.4%	☒		
Average			\$71,326	\$86,310	\$101,717	42.6%			\$87,632

City of Fayetteville

\$ Difference \$70,155 \$84,524 \$98,893
% Difference -1.7% -2.1% -2.9%

Salary Survey Results for City of Fayetteville

POLICE CORPORAL

Descrip

This position is responsible for field level supervision of patrol officers as well as to provide traffic enforcement and enforcement of all state and city laws. Some of the critical functions of this position include enforcing laws, protecting person(s) and property, investigating criminal activity and preparing reports. This position is responsible for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances.

Quals

High school graduation of passed the General Education Development (GED) with at least three (3) years continuous experience as a police officer with the Fayetteville Police Department, immediately preceding the date of the promotional exam. Successful completion of a basic course in law enforcement at an accredited college, university or state recognized law enforcement academy. Must possess a valid Arkansas Driver's license and an Intermediate Police Officer Certificate. Must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center). Must obtain various other certificates to handle specialized equipment to be used with this position.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Corporal	Good	\$30,915	\$36,245	\$41,575	34.5%	☐		
City of Springfield	Police Corporal	Good	\$34,341	\$40,768	\$47,195	37.4%	☐		
City of St. Joseph	Corporal	Good	\$35,023	\$41,227	\$47,430	35.4%	☐		
City of Bentonville	Police Corporal	Good	\$35,795	\$44,032	\$52,269	46.0%	☐		
City of Blue Springs	Corporal	Good	\$38,861	\$48,576	\$58,291	50.0%	☐		
City of Lee's Summit	Master Police Officer	Good	\$42,213	\$51,736	\$61,258	45.1%	☐		
Average			\$36,191	\$43,764	\$51,336	41.8%			

City of Fayetteville

\$ Difference \$43,652 \$46,042 \$48,432 11.0%
% Difference \$7,461 \$2,278 (\$2,904) -6.0%

Salary Survey Results for City of Fayetteville

POLICE LIEUTENANT

Descrip

The incumbent is responsible for the supervision and direction of a designated patrol shift for the Fayetteville Police department. Supervises and directs patrol officers, schedules, equipment, conducts investigations and handles public communications. Ensures cost effective scheduling of personnel to areas requiring services and maintains basic police services to the City. This position is responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances. May be assigned to lead specialized units involving uniformed and/or non-uniformed personnel.

Quals

High School graduation or passed the General Education Development (GED) with at least seven (7) years continuous experience as a Fayetteville Police Officer, two (2) years of which have been in the capacity of a Sergeant immediately preceding the date of the promotional exam, (minimum of five years of general experience and two years of management experience). Successful completion of a basic course in law enforcement at an accredited college, university or state recognized law enforcement academy. Must possess a valid Arkansas Driver's License and a Certified Law Enforcement Officer Certification. Must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center).

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Joplin	Police Lieutenant	Good	\$39,572	\$47,744	\$55,915	41.3%	☒		
City of Jonesboro	Police Lieutenant	Good	\$39,756	\$48,220	\$60,220	51.5%	☐		
City of Springfield	Police Lieutenant	Good	\$44,844	\$53,477	\$62,109	38.5%	☐		
City of Bentonville	Police Lieutenant	Good	\$44,870	\$57,724	\$70,578	57.3%	☐		
City of St. Joseph	Police Captain	Good	\$47,226	\$54,068	\$60,910	29.0%	☐		
City of Little Rock	Police Lieutenant	Good	\$47,394	\$59,243	\$71,091	50.0%	☐		
City of Lee's Summit	Police Sergeant 2	Good	\$50,306	\$58,922	\$67,538	34.3%	☐		
City of North Little Rock	Police Lieutenant	Good	\$54,148	\$57,850	\$61,552	13.7%	☐		
City of College Station	Police Lieutenant	Good	\$57,179	\$70,044	\$82,909	45.0%	☐		
City of Stillwater	Police Lieutenant	Good	\$59,405	\$60,996	\$62,587	5.4%	☐		
City of Florissant	Police Lieutenant	Good	\$63,003	\$65,073	\$67,142	6.6%	☐		
City of Saint Charles	Police Lieutenant	Good	\$71,225	\$78,146	\$85,066	19.4%	☒		
Average			\$51,577	\$59,292	\$67,301	30.5%			

City of Fayetteville

\$ Difference	\$46,423	\$54,887	\$63,350
% Difference	-11.1%	-8.0%	-6.2%

Salary Survey Results for City of Fayetteville

POLICE OFFICER

Descrip The Patrol Officer is responsible for the protection of life and property, prevention of crimes, apprehension of criminals and the general enforcement of laws and ordinances. Duties normally consist of routine patrol, preliminary investigation and traffic regulation. Provides a safe environment for citizens and visitors and to answer calls for service ranging from friendly assists to highly stressful and dangerous incidents.

Quals High school plus specialized training and/or additional college course or technical school; seven to eleven months related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License and an Intermediate Police Officer Certificate. Must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System), the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center). Must obtain various other certificates to handle specialized equipment to be used with this position.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Jonesboro	Police Officer	Good	\$28,009	\$34,127	\$42,619	52.2%	☐		
City of North Little Rock	Police Officer	Identic	\$29,123	\$37,391	\$45,659	56.8%	☐		
City of Joplin	Police Officer	Identic	\$29,424	\$34,498	\$39,572	34.5%	☐		
City of Bentonville	Police Officer I	Good	\$29,594	\$36,395	\$43,197	46.0%	☐		
City of Stillwater	Police Officer	Identic	\$30,389	\$37,232	\$44,075	45.0%	☐		
City of St. Joseph	Police Officer	Identic	\$31,314	\$37,921	\$44,527	42.2%	☐		
City of Springfield	Police Officer	Good	\$31,554	\$37,170	\$42,786	35.6%	☐		
City of Little Rock	Police Officer	Identic	\$32,136	\$40,024	\$47,912	49.1%	☐		
City of Columbia	Police Officer	Identic	\$32,758	\$38,735	\$44,712	36.5%	☐		
City of Norman	Police Officer	Identic	\$34,515	\$40,876	\$47,237	36.9%	☐		
City of Lee's Summit	Police Officer I	Good	\$35,611	\$41,676	\$47,740	34.1%	☐		
City of Blue Springs	Police Officer I	Good	\$35,652	\$44,566	\$53,479	50.0%	☐		
City of College Station	Police Officer	Identic	\$36,629	\$47,424	\$58,219	58.9%	☐		
City of Saint Charles	Police Officer	Identic	\$45,968	\$55,597	\$65,226	41.9%	☐		
City of Florissant	Police Officer	Good	\$47,008	\$51,116	\$55,224	17.5%	☐		
Average			\$33,979	\$40,983	\$48,146	41.7%			

City of Fayetteville			\$33,607	\$40,182	\$46,757	39.1%
	\$ Difference	(\$372)	(\$801)			
	% Difference	-1.1%	-2.0%			-3.0%

Salary Survey Results for City of Fayetteville

POLICE SERGEANT

Descrip	The primary purpose of this position is to supervise a designated shift of patrol officers. Ensures adequate staffing, identifies training needs, assist with budget requests and needs, monitors officers' activity and prepares performance evaluations. Coordinates response on patrol level and may supervise special assignments or units as directed by the Lieutenant or superior officers. This position is responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens and visitors of the City of Fayetteville. This position is responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances.
Quals	High School graduation or passed the General Education Development (GED) with at least five (5) years continuous experience as a police officer with the Fayetteville Police Department, immediately preceding the date of the promotional exam. Successful completion of a basic course in law enforcement at an accredited college, university or state recognized law enforcement academy. Must possess a valid Arkansas Driver's License and hold a basic law enforcement certificate. Must possess or obtain a license to operate the AFIS (Automated Fingerprint Identification System) and to access the ACIC (Arkansas Crime Information Center) and the NCIC (National Crime Information Center).

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Jonesboro	Police Sergeant	Good	\$35,854	\$43,685	\$54,556	52.2%	☐		
City of Joplin	Police Sergeant	Good	\$37,663	\$45,440	\$53,217	41.3%	☐		
City of Bentonville	Police Sergeant	Good	\$39,364	\$48,422	\$57,481	46.0%	☐		
City of St. Joseph	Police Sergeant	Identic	\$39,406	\$45,116	\$50,825	29.0%	☐		
City of Springfield	Police Sergeant	Good	\$40,685	\$48,485	\$56,285	38.3%	☐		
City of Columbia	Police Sergeant	Identic	\$41,810	\$49,440	\$57,069	36.5%	☐		
City of Blue Springs	Sergeant	Good	\$42,359	\$52,949	\$63,538	50.0%	☐		
City of Stillwater	Police Sergeant	Good	\$42,786	\$50,045	\$57,304	33.9%	☐		
City of Norman	Police Sergeant	Good	\$45,421	\$53,792	\$62,162	36.9%	☐		
City of Lee's Summit	Police Sergeant I	Good	\$46,054	\$55,188	\$64,321	39.7%	☐		
City of North Little Rock	Police Sergeant	Good	\$47,629	\$50,194	\$52,758	10.8%	☐		
City of Little Rock	Police Sergeant	Good	\$50,349	\$52,096	\$53,842	6.9%	☐		
City of College Station	Police Sergeant	Good	\$52,603	\$60,497	\$68,390	30.0%	☐		
City of Florissant	Police Sergeant	Good	\$56,701	\$58,781	\$60,861	7.3%	☐		
City of Saint Charles	Police Sergeant	Good	\$65,187	\$68,528	\$71,868	10.2%	☐		
Average			\$45,591	\$52,177	\$58,965	29.3%			

City of Fayetteville			\$41,418	\$49,160	\$56,901	37.4%
	\$ Difference	(\$4,173)	(\$3,017)	(\$2,064)		
	% Difference	-10.1%	-6.1%	-3.6%		

Salary Survey Results for City of Fayetteville

POLICE SUPPORT SPECIALIST

Descrip	The incumbent receives and transcribes reports of crimes from public; data entry of accidents, arrests, tickets and warrants. Works closely with the District Court and Prosecutor's office; preparing court report and keeping officers up to date on trial dates; taking deposit to bank and entering receipts for money taken on fines and bonds; and maintain some court records.
Quals	High school diploma or GED and 1 to 6 months of related experience and/or training; or equivalent combination of education and experience. NCIC Level II certification.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Springfield	Police Services Representative	Good	\$21,133	\$25,512	\$29,890	41.4%	☐		
City of Jonesboro	Records Technician	Fair	\$22,989	\$28,009	\$34,980	52.2%	☐		
City of Bentonville	Telecommunicator	Good	\$25,064	\$30,171	\$35,277	40.7%	☐		
City of St. Joseph	Police Report Specialist	Fair	\$25,446	\$30,815	\$36,184	42.2%	☐		
City of Little Rock	Police Liaison	Good	\$26,962	\$33,703	\$40,443	50.0%	☐		

Average \$24,319 \$29,642 \$35,355 45.4%

City of Fayetteville
\$23,599 \$28,433 \$33,266 41.0%
\$ Difference (\$720) (\$1,209) (\$2,089)
% Difference -3.0% -4.3% -6.3%

Salary Survey Results for City of Fayetteville

PROJECT MANAGER

Descrip The incumbent is responsible for providing oversight for the gaps in the overall administration of projects; cross-departmental processes; long-term facility and infrastructure improvements and development; and implementing city-wide initiatives. Provides technical advisory services city-wide for implementing projects management development and project progress reporting.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and seven years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of St. Joseph	Construction Activities Manager	Good	\$29,679	\$35,941	\$42,203	42.2%	☐		
City of Manhattan	Program Coordinator	Good	\$31,990	\$38,272	\$44,554	39.3%	☒		
City of North Little Rock	Project Coordinator	Good	\$32,802	\$41,922	\$51,041	55.6%	☐		
City of Little Rock	Program Monitor	Good	\$33,836	\$42,295	\$50,754	50.0%	☒		
O*NET	Construction Manager	Good	\$36,100	\$61,150	\$86,200	138.8%	☐		
City of Norman	Program Coordinator	Good	\$36,138	\$42,798	\$49,457	36.9%	☐		
City of Jonesboro	Mayor's Project Administrator	Good	\$37,669	\$45,896	\$57,318	52.2%	☒		
NOARK	Project Manager	Good	\$60,944	\$76,419	\$91,893	50.8%	☐		
Average			\$37,395	\$48,086	\$59,178	58.3%			

City of Fayetteville

\$ Difference
% Difference

Salary Survey Results for City of Fayetteville

PROSECUTING ATTORNEY

Descrip The incumbent is responsible to prosecuting misdemeanors, hot check and traffic violation cases in District and Circuit courts. Manages office of City Prosecutor. Advise various law enforcement agencies on legal questions. Conducts investigations by issuance of subpoenas.

Quals Juris Doctoral degree (J.D.) or equivalent and seven years of related experience and/or training; or equivalent combination of education and experience including three years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	City Attorney	Good					☒		\$82,180
O'NET	LAWYER	Good	\$36,900	\$91,250	\$145,600	294.6%	☐		
City of Manhattan	City Prosecutor	Good	\$42,640	\$51,085	\$59,530	39.6%	☒		
City of St. Joseph	City Prosecutor	Good	\$45,002	\$54,497	\$63,991	42.2%	☒		
City of Springfield	Assistant City Attorney IV	Good	\$46,987	\$55,349	\$63,710	35.6%	☐		
City of Bentonville	Attorney	Good	\$53,061	\$71,636	\$90,210	70.0%	☐		
City of Little Rock	Deputy City Attorney	Good	\$64,044	\$80,055	\$96,066	50.0%	☒		
Average			\$48,106	\$67,312	\$86,518	79.8%			\$82,180

City of Fayetteville

\$ Difference \$64,036 \$77,152 \$90,268 41.0%
% Difference \$15,930 \$9,840 \$3,750 4.2%

Salary Survey Results for City of Fayetteville

PURCHASING CLERK

Descrip The incumbent is responsible for the issuance of all purchase orders for the City and making changes to existing PO's as requested. This position properly maintains listing for City property and insures all buildings, mobile equipment and vehicles based on intended use. Is responsible for reporting accidents/damage/theft to the proper party and following up accordingly until the matter is resolved.

Quals High school diploma or GED plus specialized training and/or additional college courses and two years of related experience and/or training; or equivalent combination of education and experience. Certified Professional Public Buyer is desired; if incumbent does not have this certification, they must take classes to acquire.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Purchasing Assistant	Good	\$16,676	\$24,282	\$31,888	91.2%	☐		
O*NET	Procurement Clerk	Good	\$18,700	\$30,600	\$42,500	127.3%	☐		
City of Manhattan	Finance Clerk	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of Little Rock	Purchasing Assistant	Good	\$23,538	\$29,423	\$35,307	50.0%	☐		
City of Columbia	Stores Clerk	Good	\$24,584	\$28,976	\$33,367	35.7%	☐		
City of Lee's Summit	Assistant Procurement Officer	Good	\$24,713	\$30,993	\$37,273	50.8%	☐		
University of Arkansas	Buyer	Good	\$27,629	\$40,225	\$52,820	91.2%	☐		
City of Springfield	Buyer	Good	\$30,410	\$35,932	\$41,454	36.3%	☐		
Average			\$23,639	\$30,969	\$38,299	62.0%			

City of Fayetteville

\$ Difference \$23,599 \$28,433 \$33,266 41.0%
% Difference (\$40) (\$2,536) (\$5,033)
-0.2% -8.9% -15.1%

Salary Survey Results for City of Fayetteville

PURCHASING MANAGER

Descrip

The incumbent is responsible for planning, organizing, negotiating, directing and managing a wide variety of procurement and administrative activities related to the purchasing and contracting of services, materials equipment and construction projects on a competitive basis while maintaining compliance with all federal, state and local procurement laws. Administers property, casualty and liability insurance including analyzing for areas of risk.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience and including four years of management experience. Certified Public Purchasing Officer or Public Certified Purchasing Manager preferred. CPPPO and CPM Certification is acquired by extensive training and testing over a five year period.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
University of Arkansas	Buyer Supervisor	Good	\$29,394	\$42,852	\$56,309	91.6%	☐		
City of St. Joseph	Purchasing Agent	Fair	\$37,549	\$45,471	\$53,393	42.2%	☒		
City of Edmond	Purchasing Manager	Good	\$39,501	\$48,931	\$58,361	47.7%	☐		
City of Jonesboro	Purchasing Agent	Good	\$39,576	\$48,220	\$60,220	52.2%	☒		
City of Springfield	Purchasing Agent	Good	\$43,680	\$51,459	\$59,238	35.6%	☐		
O'NET	Purchasing Manager	Good	\$43,800	\$70,550	\$97,300	122.1%	☐		
NOARK	Purchasing Agent / Buyer	Good	\$43,930	\$53,649	\$63,368	44.2%	☐		
City of Little Rock	Purchasing Agent	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Columbia	Purchasing Agent	Good	\$46,091	\$54,505	\$62,918	36.5%	☒		
City of Saint Charles	Purchasing Coordinator	Good	\$46,452	\$51,020	\$55,588	19.7%	☒		
City of Lee's Summit	Manager of Purchasing	Good	\$48,356	\$62,254	\$76,151	57.5%	☒		
Average			\$42,066	\$53,127	\$64,494	53.3%			

City of Fayetteville

\$ Difference \$51,233 \$61,726 \$72,220 41.0%
% Difference 17.9% 13.9% 10.7%

Salary Survey Results for City of Fayetteville

PW CREW LEADER - WATER LICENSE

Descrip The incumbent is responsible for evaluating the condition of the sewer collection system. Makes decisions on repairs needed, replacements, or types of rehab to be used. Generates a flow of work needed on the collection system to eliminate sewer overflows. This position is responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens of the City of Fayetteville.

Quats High school diploma or GED and five years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	1ST LINE SUPERVISOR/MGR OF MECH. INSTALLERS	Fair	\$25,200	\$45,500	\$65,800	161.1%	☐		
City of North Little Rock	Crew Leader	Good	\$25,457	\$31,874	\$38,290	50.4%	☐		
City of Manhattan	Water Service Crew Leader	Good	\$29,016	\$34,747	\$40,477	39.5%	☐		
City of College Station	Crew Leader	Good	\$29,058	\$34,892	\$40,726	40.2%	☐		
City of Joplin	Chief Wastewater Plant Mechanic	Good	\$29,424	\$34,498	\$39,572	34.5%	☐		
City of St. Joseph	Senior Work Leader	Good	\$32,732	\$39,638	\$46,544	42.2%	☐		
City of Norman	Crew Chief	Good	\$35,010	\$41,462	\$47,913	36.9%	☐		
City of Edmond	Utility Maintenance Supervisor - Water/Wastewater	Good	\$35,083	\$43,458	\$51,833	47.7%	☐		

Average

\$30,123 \$38,258 \$46,394 54.0%

City of Fayetteville

\$28,813 \$34,714 \$40,616 41.0%

\$ Difference (\$1,310) (\$3,544) (\$5,778)

% Difference -4.5% -10.2% -14.2%

Salary Survey Results for City of Fayetteville

RECREATION SUPERINTENDENT

Descrip

The incumbent is responsible for planning, developing, promoting, supervising and evaluating a comprehensive recreation program for the Parks and Recreation Division. This position works with special interest organizations that provide professional assistance to the Citizens and is responsible for the marketing and promotions of the department.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and three years of related experience and/or training; or equivalent combination of education and experience and including two years of management experience. Must possess a valid Arkansas Driver's License, Certified Parks & Recreation Professional, CPR Certified.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	Recreation Superintendent	Good	\$34,579	\$44,315	\$54,051	56.3%	☒		
City of Joplin	Recreation and Events Manager	Good	\$37,663	\$45,440	\$53,217	41.3%	☒		
City of Blue Springs	Recreation Superintendent	Good	\$38,861	\$48,576	\$58,291	50.0%	☐		
City of Jonesboro	Assistant Parks Director	Good	\$43,685	\$53,226	\$66,472	52.2%	☒		
City of Little Rock	Recreation Manager	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Manhattan	Recreation Superintendent	Good	\$44,762	\$53,602	\$62,442	39.5%	☒		
City of Springfield	Superintendent of Recreation	Good	\$46,987	\$55,349	\$63,710	35.6%	☐		
City of Lee's Summit	Superintendent of Recreation	Good	\$48,356	\$62,254	\$76,151	57.5%	☒		
City of Florissant	Superintendent of Recreation	Good	\$52,936	\$56,639	\$60,341	14.0%	☒		
City of Norman	Parks and Recreation Superintendent	Good	\$56,290	\$66,664	\$77,037	36.9%	☒		
Average			\$44,851	\$54,156	\$63,830	42.3%			

City of Fayetteville

\$ Difference	\$44,068	\$53,094	\$62,121
% Difference	(\$783)	(\$1,062)	(\$1,709)
	-1.8%	-2.0%	-2.8%

Salary Survey Results for City of Fayetteville

SECRETARY

Descrip The incumbent is responsible for performing varied secretarial duties involving a variety of secretarial and administrative tasks assisting management and supervisory personnel. Work requires the exercise of initiative and independent judgment in screening calls, request for assistance, information, or service to the general public. Coordination of activities performed by others may be required.

Quals High school diploma or GED plus specialized training and/or additional college courses and 12-18 months of related experience and/or training; or equivalent combination of education and experience. Notary is preferred.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
University of Arkansas	Secretary I	Good	\$16,676	\$24,282	\$31,888	91.2%	☐		
City of Springfield	Receptionist	Good	\$16,827	\$20,415	\$24,003	42.6%	☐		
City of Little Rock	Secretary	Good	\$19,716	\$23,506	\$27,296	38.4%	☐		
City of Manhattan	Secretary/Receptionist	Good	\$19,843	\$23,723	\$27,602	39.1%	☐		
State of Arkansas	Secretary I	Good	\$20,140	\$29,345	\$38,549	91.4%	☐		
City of North Little Rock	Office Assistant III	Good	\$20,555	\$25,590	\$30,625	49.0%	☐		
City of Joplin	Legal Secretary	Good	\$20,829	\$24,417	\$28,005	34.5%	☐		
City of Stillwater	Administrative Technician	Good	\$22,464	\$27,238	\$32,011	42.5%	☐		
City of Blue Springs	Secretary	Good	\$23,171	\$28,965	\$34,758	50.0%	☐		
City of Edmond	Administrative Specialist I	Good	\$23,380	\$28,961	\$34,542	47.7%	☐		
City of Jonesboro	Secretary	Good	\$24,152	\$29,427	\$36,751	52.2%	☐		
City of St. Joseph	Secretary	Good	\$24,175	\$29,276	\$34,376	42.2%	☐		
City of Norman	Administrative Technician II	Good	\$24,767	\$29,332	\$33,896	36.9%	☐		
City of Lee's Summit	Secretary	Good	\$26,754	\$33,665	\$40,575	51.7%	☐		
NOARK	Secretary	Good	\$27,278	\$32,869	\$38,460	41.0%	☐		
City of Saint Charles	Secretary	Good	\$27,281	\$30,884	\$34,486	26.4%	☐		
Average			\$22,376	\$27,618	\$32,989	47.4%			

City of Fayetteville

S Difference \$23,599 \$28,433 \$33,266 41.0%
% Difference 5.2% 2.9% 0.8%

Salary Survey Results for City of Fayetteville

SENIOR CUSTOMER SERVICE REPRESENTATIVE

Descrpt The incumbent is responsible for overseeing the daily operations of the customer service area. Leads Customer Service Representatives.

Quals High school diploma or GED plus specialized training and/or additional college courses and two years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	SENIOR CUSTOMER SERVICE REPRESENTATIVE	Good	\$16,600	\$27,700	\$38,800	133.7%	☐		
City of Manhattan	Customer Service Representative II	Good	\$22,859	\$27,321	\$31,782	39.0%	☐		
City of North Little Rock	Customer Service Clerk	Good	\$22,925	\$27,872	\$32,818	43.2%	☐		
City of Little Rock	Customer Service Specialist	Good	\$23,538	\$29,423	\$35,307	50.0%	☐		
City of Stillwater	Customer Service Lead Representative	Good	\$25,251	\$30,639	\$36,026	42.7%	☐		
City of Edmond	Customer Service Representative II	Good	\$25,609	\$31,723	\$37,837	47.7%	☐		
City of Norman	Customer Service Representative II	Good	\$26,961	\$31,930	\$36,898	36.9%	☐		
Average			\$23,392	\$29,515	\$35,638	52.4%			

City of Fayetteville

\$ Difference	\$23,599	\$28,433	\$33,266	41.0%
% Difference	\$207	(\$1,082)	(\$2,372)	-7.1%

Salary Survey Results for City of Fayetteville

SOLID WASTE OPERATIONS SUPERVISOR

Descrip The incumbent is responsible for all operations of Solid Waste division and oversight for operation of the commercial and residential recycling routes, compost site, residential yard waste and drop box and Material Recycling Facility.

Quals High school diploma or GED and five years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O'NET	1ST LINE SUPERVISOR/MGR. PRODUCTION WORKERS	Good	\$24,500	\$44,850	\$65,200	166.1%	☐		
City of Joplin	Recycling Coordinator	Good	\$30,915	\$36,245	\$41,575	34.5%	☒		
City of Lee's Summit	Site Supervisor - Solid Waste	Good	\$34,123	\$41,194	\$48,265	41.4%	☐		
City of College Station	Sanitation Foreman	Fair	\$34,819	\$41,808	\$48,797	40.1%	☐		
City of Edmond	Solid Waste Supervisor (Route Collection)	Good	\$35,083	\$43,458	\$51,833	47.7%	☐		
City of Little Rock	Solid Waste Collection Supervisor	Good	\$44,394	\$55,493	\$66,591	50.0%	☒		
City of Norman	Public Works Supervisor	Good	\$44,684	\$52,919	\$61,153	36.9%	☒		
Average			\$35,503	\$45,138	\$54,773	54.3%			

City of Fayetteville

\$ Difference \$39,554 \$47,656 \$55,757 41.0%
% Difference 10.2% 5.3% 1.8%

Salary Survey Results for City of Fayetteville

SR PROGRAMMER/ANALYST

Descrip The incumbent is responsible for performing programming and technical analysis in the development and implementation of information systems for the City. Resolves problems in providing computerized management information. Job requires close coordination with department heads and staff to identify solutions to better utilize computing services. Help organize and structure the Information Technology systems for best utilization of facilities and equipment.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	COMPUTER PROGRAMMER	Good	\$30,700	\$53,300	\$75,900	147.2%	☐		
City of Jonesboro	Network Administrator	Fair	\$37,669	\$45,896	\$57,318	52.2%	☒		
University of Arkansas	Systems Programmer III Instructor	Good	\$37,840	\$55,091	\$72,342	91.2%	☐		
City of Edmond	Programmer/Analyst II	Good	\$39,501	\$48,931	\$58,361	47.7%	☐		
City of Columbia	Senior Programmer/Analyst	Good	\$43,898	\$51,910	\$59,921	36.5%	☒		
City of Little Rock	Programmer Analyst - Senior	Good	\$48,833	\$61,042	\$73,250	50.0%	☒		
NOARK	Programmer / Analyst - Senior	Good	\$74,292	\$90,006	\$105,720	42.3%	☐		
Average			\$44,676	\$58,025	\$71,830	60.8%			

City of Fayetteville			\$46,646	\$56,199	\$65,753	41.0%
	\$ Difference		\$1,970	(\$1,826)	(\$6,077)	
	% Difference		4.2%	-3.2%	-9.2%	

Salary Survey Results for City of Fayetteville

STAFF ENGINEER

Descrip

The incumbent is responsible for performing professional engineering work including design of public works facilities, specifications and submittals for compliance with City requirements, and coordination of other engineering tasks. This position is governed by accepted engineering practices, by standards and ordinances and by established criteria.

Quals

Bachelor's degree (B.A. or B.S.) from four year college or university and four years of related experience and/or training; or equivalent combination of education and experience. P.E. certification required.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of North Little Rock	City Engineer	Good					☒		\$51,154
O'NET	ENGINEER	Fair	\$30,700	\$59,850	\$89,000	189.9%	☐		
State of Arkansas	Engineer PE	Fair	\$33,354	\$48,567	\$63,779	91.2%	☒		
City of Joplin	Civil Engineer	Good	\$39,572	\$47,744	\$55,915	41.3%	☒		
City of Norman	Staff Engineer	Good	\$44,684	\$52,919	\$61,153	36.9%	☒		
City of Jonesboro	Civil Engineer	Fair	\$48,219	\$58,751	\$73,372	52.2%	☒		
City of Florissant	Chief Engineer	Good	\$49,130	\$51,678	\$54,226	10.4%	☒		
City of Stillwater	Engineer	Good	\$49,899	\$60,528	\$71,157	42.6%	☐		
City of St. Joseph	City Engineer	Good	\$49,962	\$60,503	\$71,044	42.2%	☒		
City of Edmond	Senior Civil Engineer	Good	\$51,104	\$63,304	\$75,504	47.7%	☒		
City of Manhattan	Engineer III	Good	\$51,771	\$61,995	\$72,218	39.5%	☒		
City of Lee's Summit	City Traffic Engineer	Good	\$52,895	\$68,317	\$83,739	58.3%	☒		
City of Bentonville	City Engineer	Good	\$53,061	\$71,636	\$90,210	70.0%	☐		
City of Columbia	Chief Engineer	Good	\$53,360	\$63,099	\$72,837	36.5%	☒		
City of Little Rock	Civil Engineer III	Good	\$53,716	\$67,145	\$80,574	50.0%	☒		
Average			\$47,245	\$59,717	\$72,481	53.4%			\$51,154

City of Fayetteville

\$ Difference	\$53,810	\$64,831	\$75,853	41.0%
% Difference	\$6,565	\$5,114	\$3,372	4.4%

Salary Survey Results for City of Fayetteville

SURVEYOR

Descrip The incumbent is responsible for projects in all aspects of surveying. Participates in the hiring of survey helpers and assigns duties.

Quals High school diploma or GED and eight years of related experience and/or training; or equivalent combination of education and experience. Must possess a valid Arkansas Driver's License, Registered Land Surveyor in the State of Arkansas.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	SURVEYOR	Good	\$21,000	\$38,050	\$55,100	162.4%	☐		
City of Jonesboro	Survey Tech	Fair	\$26,660	\$32,482	\$40,566	52.2%	☐		
State of Arkansas	Surveyor	Good	\$29,394	\$42,852	\$56,309	91.6%	☒		
City of Joplin	Land Surveyor	Good	\$32,477	\$38,080	\$43,682	34.5%	☒		
City of Little Rock	Land Surveyor	Good	\$32,812	\$41,015	\$49,218	50.0%	☐		
City of Springfield	Supervisor of Survey Operations	Good	\$38,938	\$45,854	\$52,770	35.5%	☐		
City of Columbia	City Land Surveyor	Good	\$39,817	\$47,085	\$54,352	36.3%	☒		
Average			\$31,585	\$40,774	\$50,285	59.2%			

City of Fayetteville

\$ Difference \$33,706 \$40,610 \$47,514 41.0%
% Difference 6.3% -0.4% -5.8%

Salary Survey Results for City of Fayetteville

SYSTEMS ANALYST

Descrip	The incumbent is responsible for performing technical and analytical work in the development of Information Technology Systems to meet the information needs of all City Divisions. Resolves problems in providing computerized management information. Work requires close coordination with division heads and staff to identify ways to better utilize computer services and to develop systems to specifically fit user needs.
Quals	Bachelor's degree (B.A. or B.S.) from four year college or university and three years of related experience and/or training; or equivalent combination of education and experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	NETOWRK-SYSTEMS, DATA COMM ANALYSTS	Good	\$28,600	\$50,950	\$73,300	156.3%	☐		
University of Arkansas	Systems Analyst I Instructor	Good	\$29,394	\$42,852	\$56,309	91.6%	☐		
City of Springfield	Administrative Systems Analyst	Good	\$35,547	\$41,954	\$48,360	36.0%	☐		
State of Arkansas	Systems Analyst III	Good	\$37,840	\$55,091	\$72,342	91.2%	☒		
NOARK	Systems Analyst	Good	\$38,434	\$48,223	\$58,011	50.9%	☐		
City of Jonesboro	Software Engineer	Good	\$39,576	\$48,220	\$60,220	52.2%	☒		
City of Lee's Summit	Applications Administrator	Good	\$40,570	\$51,892	\$63,214	55.8%	☐		
City of Stillwater	IT Systems Analyst	Good	\$43,035	\$52,198	\$61,360	42.6%	☐		
City of College Station	Systems Analyst	Good	\$43,514	\$53,280	\$63,045	44.9%	☐		
City of Columbia	Systems Analyst	Good	\$46,091	\$54,505	\$62,918	36.5%	☒		
City of Little Rock	Systems Network Manager	Good	\$48,833	\$61,042	\$73,250	50.0%	☒		
City of Edmond	Systems Programmer	Good	\$51,104	\$63,304	\$75,504	47.7%	☐		
City of Saint Charles	Computer Systems Analyst	Good	\$55,374	\$60,756	\$66,137	19.4%	☒		
Average			\$41,378	\$52,636	\$64,152	55.0%			

City of Fayetteville			\$41,272	\$49,726	\$58,179	41.0%			
	\$ Difference	(\$106)		(\$2,910)	(\$5,973)				
	% Difference	-0.3%		-5.9%	-10.3%				

Salary Survey Results for City of Fayetteville

TRAFFIC TECHNICIAN

Descrip The incumbent is responsible for providing justification, design, fabrication, installation and maintenance of all traffic signs and pavement markings in the city according to the federal manual on uniform traffic control devices.

Quals High school diploma or GED plus specialized training and/or additional college courses and 12-18 months of related experience and/or training; or equivalent combination of education and experience and a minimum of 12-18 months of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Springfield	Traffic Technician I	Good	\$21,133	\$25,512	\$29,890	41.4%	☐		
City of Stillwater	Traffic Control Technician	Good	\$24,523	\$29,755	\$34,986	42.7%	☐		
City of North Little Rock	Traffic Signal Technician	Good	\$24,987	\$31,970	\$38,952	55.9%	☐		
City of Joplin	Traffic Signals Technician	Good	\$25,372	\$29,746	\$34,120	34.5%	☐		
O*NET	TRAFFIC TECHNICIAN	Good	\$25,800	\$41,150	\$56,500	119.0%	☐		
City of College Station	Signs Technician	Good	\$26,645	\$31,949	\$37,253	39.8%	☐		
City of Norman	Traffic Technician	Good	\$26,961	\$31,930	\$36,898	36.9%	☐		
City of Manhattan	Traffic Technician	Good	\$27,726	\$33,145	\$38,563	39.1%	☐		
City of Edmond	Traffic Signs Specialist	Good	\$28,247	\$34,991	\$41,734	47.7%	☐		
City of Lee's Summit	Traffic Technician	Good	\$29,002	\$36,614	\$44,225	52.5%	☐		
City of Little Rock	Traffic Systems Specialist	Good	\$29,658	\$37,073	\$44,487	50.0%	☐		
City of Jonesboro	Traffic Control Supervisor	Good	\$32,482	\$39,576	\$49,425	52.2%	☐		
Average			\$26,878	\$33,617	\$40,586	51.0%			

City of Fayetteville

\$ Difference \$25,317 \$30,503 \$35,688 41.0%
% Difference (\$1,561) (\$3,114) (\$4,898)
-6.2% -10.2% -13.7%

Salary Survey Results for City of Fayetteville

TRANSPORTATION SUPERINTENDENT

Descrip The incumbent assists the Transportation Manager in the day to day operation of the division Street Improvement, Drainage, Traffic, ROW, Sidewalk, and Trail Programs. Reports to the Transportation Manager.

Quals Bachelor's degree (B.A. or B.S.) from four year college or university and five years of related experience and/or training; or equivalent combination of education and experience and including two years of management experience.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Blue Springs	Streets Superintendent	Good	\$38,861	\$48,576	\$58,291	50.0%	☐		
O*NET	TRANSPORTATION, STORAGE & DIST MGR	Good	\$39,900	\$72,650	\$105,400	164.2%	☐		
City of Joplin	Street Maintenance Supervisor	Good	\$41,575	\$50,159	\$58,743	41.3%	☒		
City of Stillwater	Street and Drainage Superintendent	Good	\$41,787	\$50,679	\$59,571	42.6%	☐		
City of St. Joseph	Superintendent of Streets	Good	\$45,002	\$54,497	\$63,991	42.2%	☒		
City of Manhattan	Public Works Superintendent	Good	\$47,029	\$56,285	\$65,541	39.4%	☒		
City of Edmond	Construction and Maintenance Superintendent	Good	\$51,104	\$63,304	\$75,504	47.7%	☐		
City of Florissant	Street Superintendent	Good	\$52,936	\$56,639	\$60,341	14.0%	☒		
City of Little Rock	Traffic Systems Manager	Good	\$53,716	\$67,145	\$80,574	50.0%	☐		
City of Saint Charles	Street Maintenance Supervisor	Good	\$55,374	\$60,756	\$66,137	19.4%	☒		
City of Norman	Public Works Superintendent	Good	\$60,793	\$71,996	\$83,199	36.9%	☒		
Average			\$48,007	\$59,335	\$70,663	47.2%			

City of Fayetteville

\$ Difference \$51,233 \$61,726 \$72,220 41.0%
% Difference 6.3% 3.9% 2.2%

Salary Survey Results for City of Fayetteville

W/S FIELD SUPERINTENDENT

Descrip The incumbent is responsible for overseeing water and sewer field operations. Responds to emergencies, schedule daily and weekly jobs, provides leadership, sets short and long term goals on projects in water and sewer line replacement and repairs. This position is responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens of the City.

Quals High school diploma or GED and 5 years of related experience and/or training; or equivalent combination of education and experience and a minimum of 3 years of management experience. Must possess a valid Commercial Driver's License with Tanker Endorsement, Arkansas State Water Distribution License Grade IV, Sewer License, Confined Space, Trench Safety, Traffic Safety, Leadership Management School.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
State of Arkansas	Water Use and Resource Specialist	Good	\$31,339	\$45,674	\$60,009	91.5%	☒		
City of Edmond	Utility Line Maintenance Supervisor - Water and Wastewater	Good	\$35,083	\$43,458	\$51,833	47.7%	☐		
City of Joplin	Wastewater Supervisor	Good	\$35,849	\$43,251	\$50,652	41.3%	☐		
City of Manhattan	Water/Wastewater Supervisor	Good	\$36,941	\$44,200	\$51,459	39.3%	☒		
City of Little Rock	PW Operations Coordinator	Good	\$37,840	\$47,300	\$56,760	50.0%	☐		
City of Columbia	Water/Wastewater Supervisor	Good	\$37,925	\$44,844	\$51,763	36.5%	☒		
City of Blue Springs	Utilities Superintendent	Good	\$38,961	\$48,626	\$58,291	49.6%	☐		
City of Bentonville	Assistant Water Department Manager	Good	\$39,000	\$52,645	\$66,290	70.0%	☐		
City of Lee's Summit	Facilities Supervisor - Water Utilities	Good	\$40,570	\$51,892	\$63,214	55.8%	☐		
City of Saint Charles	Sewer Maintenance Lead	Good	\$42,036	\$45,393	\$48,749	16.0%	☐		
City of Norman	Utilities Supervisor	Good	\$44,684	\$52,919	\$61,153	36.9%	☒		
City of St. Joseph	Superintendent Sewer Maintenance	Good	\$45,002	\$54,497	\$63,991	42.2%	☒		
Average			\$38,769	\$47,891	\$57,014	47.1%			

City of Fayetteville			\$36,284	\$43,715	\$51,147	41.0%
	\$ Difference		(\$2,485)	(\$4,176)	(\$5,867)	
	% Difference		-6.8%	-9.6%	-11.5%	

Salary Survey Results for City of Fayetteville

WATER & SEWER OPERATIONS MANAGER

Descrip The incumbent is responsible for operating the division within the budgetary constraints as set by the Mayor and City Council. Leads and manages the division and develops leaders. Works with State and Federal government on water and sewer issues. Responsible for implementing and administering policies and procedures.

Quals Bachelor's degree (B.A.) from a college or university and 5 years of related experience and/or training; or equivalent combination of education and experience including four years of management experience. State of Arkansas CDL Class A, State of Arkansas Grade 4 Water Distribution License and Grade 4 Water Treatment License, Class III Wastewater License, Backflow License, Trench Safety & Confined Space License

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
O*NET	GENERAL & OPERATING MANAGER	Fair	\$38,000	\$91,800	\$145,600	283.2%	☐		
City of Bentonville	Water Department Manager	Good	\$45,490	\$61,412	\$77,334	70.0%	☐		
City of Springfield	Plant Superintendent	Good	\$46,987	\$55,349	\$63,710	35.6%	☐		
City of Columbia	Manager of Water Operations	Good	\$50,823	\$60,098	\$69,372	36.5%	☒		
City of Stillwater	Water Deputy Director of Operations	Good	\$54,517	\$66,144	\$77,771	42.7%	☐		
City of Little Rock	Public Works Operations Manager	Good	\$56,442	\$70,553	\$84,663	50.0%	☐		
City of Manhattan	Deputy Director of Utilities	Good	\$56,971	\$68,266	\$79,560	39.6%	☒		
City of Lee's Summit	Assistant Director - Water Operations	Good	\$57,934	\$73,817	\$89,699	54.8%	☒		
City of Norman	Utilities Superintendent	Good	\$60,793	\$71,996	\$83,199	36.9%	☒		
Average			\$51,995	\$68,826	\$85,656	64.7%			

City of Fayetteville

\$ Difference	\$59,293	\$71,438	\$83,582	41.0%
% Difference	12.3%	3.7%	-2.5%	

Salary Survey Results for City of Fayetteville

WATER/WASTEWATER DIRECTOR

Descrip The incumbent is responsible for overseeing all water & wastewater functions including operations, maintenance, capital planning, contracting, frequent citizen and City Council interaction in a professional manner. Coordinates, with state and federal agencies as required. Reports to the Operations Director.

Quals Bachelor's degree (B.A. or B.S.) in Engineering from four year college or university and ten years of related experience and/or training; or equivalent combination of education and experience and a minimum of five years of management experience. Professional Engineer, Water Operator and Wastewater Operators Licenses are required.

Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
City of Springfield	Assistant Director of Public Works	Good	\$60,694	\$71,282	\$81,869	34.9%	☐		
City of Joplin	Public Works Director	Good	\$64,802	\$77,994	\$91,185	40.7%	☒		
City of Manhattan	Director of Utilities	Good	\$65,894	\$78,957	\$92,019	39.6%	☒		
City of Edmond	Director of Public Works	Good	\$67,914	\$84,127	\$100,340	47.7%	☒		
City of Lee's Summit	Director - Water Utilities	Good	\$70,709	\$90,351	\$109,992	55.6%	☒		
City of Blue Springs	Director of Public Works	Good	\$71,039	\$88,799	\$106,559	50.0%	☒		
City of Stillwater	Water/Wastewater Utility Director	Good	\$75,000	\$85,000	\$95,000	26.7%	☒		
City of Norman	Director of Utilities	Good	\$75,075	\$88,910	\$102,744	36.9%	☒		
City of Little Rock	Director of Public Works	Good	\$77,758	\$97,198	\$116,637	50.0%	☐		
City of Columbia	Director of Public Works	Good	\$82,780	\$97,890	\$113,000	36.5%	☒		
Average			\$71,167	\$86,051	\$100,935	41.8%			

City of Fayetteville

\$ Difference	\$535	\$337	\$138
% Difference	0.7%	0.4%	0.1%

\$71,701	\$86,387	\$101,072	41.0%
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Section 3

Proposed Pay Plans

Proposed Pay Plans
City of Fayetteville, Arkansas

98.53 % Of Market

Code	Proposed Class Title	Min	Mkt	Max
Merit				
101		\$18,064	\$21,677	\$27,529
102	MAINTENANCE WORKER I TEMP			
102		\$18,967	\$22,760	\$28,906
93	CUSTODIAN			
103		\$19,915	\$23,898	\$30,351
293	ACTIVITIES ASST			
193	ANIMAL CARE GIVER			
87	CLERK TYPIST			
219	HORTICULTURAL ASSISTANT I			
103	MAINTENANCE WORKER II			
317	PARTS EXPEDITER			
234	SURVEY ASSISTANT			
104		\$20,911	\$25,093	\$31,869
34	PARKING ENFORCEMENT OFFICER			
103A	UTILITY MAINTENANCE WORKER II			
105		\$21,957	\$26,348	\$33,462
211	ASSOCIATE PRODUCER			
173	BUILDING MAINTENANCE WORKER I			
166	CABLE OFFICE CLERK			
136	CUSTOMER SERVICE REPRESENTATIVE I			
151	EQUIPMENT MAINTENANCE WORKER			
374	OFFICE AND RECORDS ASST			
186	PERMIT CLERK			
77	SECRETARY			
106		\$23,055	\$27,665	\$35,135
346	ACCOUNT CLERK PARKING			
74	ACCOUNT CLERK/CASH			
356	ACCOUNTING CLERK			
136A	CUSTOMER SERVICE REPRESENTATIVE II			
270	LEAD CUSTODIAN			
104	MAINTENANCE WORKER III			
165	PERMIT TECHNICIAN			
63	POLICE CLERK			
230	PRODUCTION TECHNICIAN			
176	TRANSCRIPTIONIST			
107		\$24,207	\$29,049	\$36,892
95	AIRPORT MAINTENANCE WORKER III			
136B	CUSTOMER SERVICE REPRESENTATIVE III			
86	DEPUTY COURT CLERK			
358	ENGINEERING SERVICES CLERK			
42	FLEET OPERATIONS CLERK			
315	HORTICULTURAL ASST II			
306	HOT CHECK PROGRAM CLERK			
101	LEGAL ASSISTANT			
124	MAINTENANCE WORKER IV			
117	METER READER			
252	POLICE SUPPORT SPECIALIST			
144	PURCHASING TECHNICIAN			
119	PW WAREHOUSE ATTENDANT			
184	SENIOR PLANNING CLERK			

Proposed Pay Plans
City of Fayetteville, Arkansas

98.53 % Of Market

Code	Proposed Class Title	Min	Mkt	Max
Merit				
107		\$24,207	\$29,049	\$36,892
52	SENIOR SECRETARY			
260	SENIOR SECRETARY - POLICE			
104A	UTILITY MAINTENANCE WORKER III			
192	WATER/WASTEWATER OPERATIONS CLERK			
108		\$25,418	\$30,501	\$38,738
261	ACCOUNT CLERK - RECEIVABLE			
71	ACCOUNT CLERK/BUSINESS OFFICE			
72	ACCOUNT CLERK/PAYABLES			
249	BACKFLOW PREVENTION TECHNICIAN			
98	BUILDING MAINTENANCE WORKER II			
300	COMMUNITY DEVELOPMENT ASSISTANT			
127	E-911 ADDRESSING TECHNICIAN			
59	EQUIPMENT MECHANIC I			
125	METER MAINTENANCE WORKER			
326	PLANNING TECHNICIAN			
359	RECREATION PROGRAMS COORDINATOR			
183	SENIOR CASHIER			
161	TRANSPORTATION ASSISTANT			
160	UTILITY BILLING CLERK			
24W	UTILITY MAINTENANCE WORKER IV - WATER LICENSE			
18	WATER FIELD SERVICE REPRESENTATIVE			
109		\$26,689	\$32,026	\$40,673
139	ANIMAL SERVICES OFFICER			
13	DISPATCHER I			
281	DRIVER - SOLID WASTE			
118	LEAD FLEET WAREHOUSE ATTENDANT			
342	LEAD MAINTENANCE WORKER			
251	SENIOR CUSTOMER SERVICE REPRESENTATIVE			
76	SENIOR LEGAL ASSISTANT			
368	SENIOR POLICE SUPPORT SPECIALIST			
126	TRAFFIC SIGNS AND MARKING TECHNICIAN			
256	VETERINARY ASSISTANT			
111		\$29,424	\$35,309	\$44,842
299	ACCIDENT INVESTIGATOR			
73	ACCOUNTANT - PAYROLL			
83	ACCOUNTANT - REVENUES			
190	ADMINISTRATIVE ASSISTANT			
372	ADMINISTRATIVE ASSISTANT- MAYOR'S OFFICE			
321	BENEFITS COORDINATOR			
115	CAD TECHNICIAN			
24	CARPENTER I			
134	CODE COMPLIANCE OFFICER			
201	COMMUNITY CENTER DIRECTOR			
89	COURT SERVICES OFFICER			
298	CRIME SCENE TECHNICIAN			
277	DEPUTY CITY CLERK			
13A	DISPATCHER II			
7	EQUIPMENT MECHANIC II			
172	LEAD COURT CLERK			

Proposed Pay Plans
City of Fayetteville, Arkansas

98.53 % Of Market

Code	Proposed Class Title	Min	Mkt	Max
Merit				
111		\$29,424	\$35,309	\$44,842
159	LEAD PW WAREHOUSE ATTENDANT			
29	LEAD WASTEWATER SYSTEM MAINTENANCE TECH			
309	NEIGHBORHOOD COORDINATOR			
289	PARK FACILITIES MNT WKR			
113	PW CREW LEADER			
111	PW PROJECTS INSPECTOR			
282	RECREATION PROGRAMS MANAGER			
292	RELIEF DRIVER - SOLID WASTE			
345	SIDEWALK- ADA INSPECTOR			
318	SOLID WASTE COMMERCIAL REPRESENTATIVE			
112		\$30,895	\$37,074	\$47,084
319	ANIMAL SERVICES COORDINATOR			
250	BACKFLOW PREVENTION OPER ASST			
246	CONSTRUCTION CREW LEADER			
138	DISPATCHER III			
61	EQUIPMENT MECHANIC III			
240	EXECUTIVE SECRETARY			
351	FIRE INSPECTOR			
206	INSPECTOR/RESIDENTIAL			
195	LAND AGENT			
245	MAINTENANCE CREW LEADER			
114	METER OPERATIONS ASSISTANT			
303	OFFICE MANAGER			
352	PROJECT COORDINATOR			
13W	PW CREW LEADER - WATER LICENSE			
67	TRAFFIC SIGNAL TECHNICIAN			
113		\$32,440	\$38,928	\$49,439
203	ASSISTANT FLEET SUPERVISOR			
339	BUDGET ANALYST			
273	DISPATCH TRAINER			
28	FINANCIAL COORDINATOR			
257	GIS TECHNICIAN			
204	INSPECTOR/COMMERCIAL & RESIDENTIAL			
344	POLICE SYSTEMS OPERATOR			
242	PW CREW LEADER/TANKS & PUMPS			
3	PW FIELD SERVICE REP			
179	RECORDS COORDINATOR			
337	SIDEWALKS/OVERLAY OPERATIONS SUPERVISOR.			
114		\$34,062	\$40,874	\$51,911
158	CABLE ADMINISTRATOR			
343	CODE COMPLIANCE ADMIN			
355	COMMUNITY RESOURCES PROJECT ADMINISTRATOR			
196	SENIOR LAND AGENT			
148	WASTE REDUCTION COORDINATOR			
115		\$35,765	\$42,918	\$54,506
32	HORTICULTURIST			
328	PARK PLANNER			
40	PLANNER			
175	PROPERTY/EVIDENCE MANAGER			

Proposed Pay Plans
City of Fayetteville, Arkansas

98.53 % Of Market

Code	Proposed Class Title	Min	Mkt	Max
Merit				
115		\$35,765	\$42,918	\$54,506
264	SURVEYOR			
361	URBAN FORESTER			
116		\$37,553	\$45,064	\$57,231
323	BUILDING SERVICES SUPERVISOR			
362	BUYER			
123	DISPATCH SHIFT SUPERVISOR			
47	FLEET OPERATIONS SUPERVISOR			
35	PARKS MAINTENANCE SUPERVISOR			
373	PLANS EXAMINER			
153	PROSECUTOR OFFICE ADMINISTRATOR			
338	SENIOR RESEARCH ANALYST			
110	SOLID WASTE OPERATIONS SUPERVISOR			
283	TELECOMMUNICATIONS COORDINATOR			
191	TRAFFIC CONTROL SUPERVISOR			
350	W/WW FIELD SUPERINTENDENT			
247	W/WW SERVICES TECHNICAL SUPERVISOR			
41	WATER SERVICES SUPERVISOR			
117		\$39,431	\$47,317	\$60,093
22	DISTRICT COURT ADMINISTRATOR			
365	FINANCIAL ANALYST			
167	FIXED ASSETS/INVESTMENT COORDINATOR			
354	IT HELP DESK SUPPORT ANALYST			
375	TRAILS COORDINATOR			
119		\$43,473	\$52,167	\$66,253
88A	ASSISTANT DISPATCH MANAGER			
58	BILLING AND COLLECTIONS MANAGER			
307	BUSINESS SYSTEMS ANALYST			
371	CONTRACT GRANT ACCOUNTANT			
254	PARKS MAINT SUPERINTENDENT			
NEW	PROJECT MANAGER			
189	RECREATION SUPERINTENDENT			
180	SENIOR PLANNER			
120		\$45,646	\$54,776	\$69,565
366	DATABASE ADMINISTRATOR			
200	GIS COORDINATOR/GIS SUPERVISOR			
290	HUMAN RESOURCES ADMINISTRATOR			
288	NETWORK ENGINEER			
253	POLICE SYSTEMS ANALYST			
122		\$50,325	\$60,390	\$76,696
68	ACCOUNTING MANAGER			
23	ANIMAL SERVICES SUPERINTENDENT			
19	BUILDING SAFETY DIRECTOR			
152	BUILDING SERVICES AND PROJECT DIRECTOR			
14	CITY CLERK/TREASURER			
84	COMMUNITY RESOURCES & CODE COMPLIANCE DIRECTOR			
347	MANAGEMENT ACCOUNTING COORDINATOR			
327	POLICE RECORDS SERVICES MANAGER			
132	PURCHASING MANAGER			
284	SENIOR PROGRAMMER/ANALYST			

Proposed Pay Plans
City of Fayetteville, Arkansas

98.53 % Of Market

Code	Proposed Class Title	Min	Mkt	Max
Merit				
122		\$50,325	\$60,390	\$76,696
274	TELECOMMUNICATIONS MANAGER			
38	TRANSPORTATION SUPERINTENDENT			
123		\$52,841	\$63,410	\$80,530
88B	ASSISTANT HUMAN RESOURCES DIRECTOR			
88	DISPATCH MANAGER			
20	FLEET OPERATIONS SUPERINTENDENT			
85	INTERNAL AUDITOR			
364	PUBLIC INFORMATION AND POLICY ADVISOR			
126		\$61,171	\$73,405	\$93,224
15	ACCOUNTING ADMINISTRATOR			
154	ASSISTANT CITY ATTORNEY			
367	ASSISTANT CITY ENGINEER			
314	AVIATION & ECON DEV DIR			
267	BUDGET MANAGER			
287	DEPUTY CITY PROSECUTOR			
341	DIRECTOR OF CURRENT PLANNING			
45	HUMAN RESOURCES DIRECTOR			
26	INFORMATION TECHNOLOGIES MANAGER/IT DIRECTOR			
79	PARKS & RECREATION DIRECTOR			
218	SOLID WASTE DIRECTOR			
90	STAFF ENGINEER - PE			
332	TRANSPORTATION MANAGER			
5	WATER & WASTEWATER OPERATIONS MANAGER			
127		\$64,229	\$77,075	\$97,885
12	ASSISTANT FIRE CHIEF			
33	DEPUTY CHIEF OF POLICE			
128		\$67,441	\$80,929	\$102,779
140	CITY ENGINEER			
360	PLANNING AND PROGRAM DEVELOPMENT DIRECTOR			
170	PROSECUTING ATTORNEY			
130		\$74,353	\$89,224	\$113,314
133	CITY ATTORNEY			
57	FIRE CHIEF			
81	POLICE CHIEF			
112	WATER/WASTEWATER DIRECTOR			
131		\$78,071	\$93,685	\$118,980
304	DIRECTOR OF OPERATIONS			
145	FINANCE DIRECTOR			
134		\$90,377	\$108,452	\$137,734
225	DISTRICT JUDGE			
82	MAYOR			

Proposed Fire Pay Plan

Fire		
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After 3 years, a Firefighter can be promoted to Driver	232	Firefighter - EMT Certified
	31,037	1
	32,320	2
	33,656	3
	35,047	4
	36,496	5
	38,005	6
	39,576	7
	41,212	8
	42,916	9
	44,690	10
After 1 year as Driver / Operator and 5 years in Fayetteville, a Driver can be promoted to Captain	235	Fire Driver
	37,179	1
	38,855	2
	40,011	3
	41,507	4
	43,059	5
	44,669	6
	46,339	7
	48,072	8
	49,869	9
	51,734	10
After 1 year as captain and 7 in Fayetteville, a Captain can be promoted to Battalion Chief	238	Fire Captain
	46,038	1
	47,648	2
	46,318	3
	48,050	4
	49,846	5
	51,710	6
	53,644	7
	55,649	8
	57,730	9
	59,889	10
	241	Battalion Chief
	49,823	1
	51,686	2
	53,619	3
	55,624	4
	57,703	5
	59,861	6
	62,099	7
	64,421	8
	66,830	9
	69,329	10

Proposed Police Pay Plan

Police			
After 5 years of service, an officer may be promoted to Police Sergeant	330		Police Officer
		33,306	1
		34,627	2
		36,000	3
		37,428	4
		38,913	5
		40,456	6
		42,061	7
		43,729	8
No requirement specified for Police Corporal		45,464	9
		47,267	10
	332		Police Corporal
		37,481	1
		38,961	2
		40,499	3
		42,097	4
		43,759	5
		45,486	6
After 2 years as a Sergeant and 7 years with Fayetteville, a Sergeant may be promoted to Police Lieutenant		47,282	7
		49,148	8
		51,088	9
		53,105	10
	335		Police Sergeant
		43,989	1
		45,102	2
		46,822	3
		48,733	4
After 3 years as a Lieutenant and 8 years with Fayetteville, a Lieutenant may be promoted to Police Captain		50,657	5
		52,656	6
		54,735	7
		56,895	8
		59,141	9
		61,476	10
	337		Police Lieutenant
		47,435	1
		49,725	2
		51,688	3
		53,728	4
		55,849	5
		58,053	6
		60,345	7
		62,727	8
		65,203	9
		67,777	10
	340		Police Captain
		55,872	1
		57,563	2
		59,835	3
		62,197	4
		64,652	5
		67,204	6
		69,857	7
		72,614	8
		75,481	9
		78,460	10

Section 4

CLASS COMPARISON LIST BY PAY PLAN

Wednesday, September 20,

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Class Comparison List City of Fayetteville, Arkansas

Proposed Pay Plan: Merit

Grade	Code	Proposed Class Title	Original Title	Working Title	Min	Mkt	Max
101					\$18,064	\$21,677	\$27,529
102	102	MAINTENANCE WORKER I TEMP			0	0	0
102					\$18,967	\$22,760	\$28,906
93	93	CUSTODIAN	CUSTODIAN		17,867	21,526	25,185
103					\$19,915	\$23,898	\$30,351
293	293	ACTIVITIES ASST	ACTIVITIES ASST		0	0	0
193	193	ANIMAL CARE GIVER	ANIMAL CARETAKER		19,585	23,596	27,607
87	87	CLERK TYPIST	SENIOR CLERK TYPIST		18,765	22,609	26,452
219	219	HORTICULTURAL ASSISTANT I			0	0	0
103	103	MAINTENANCE WORKER II	MAINTENANCE WORKER II		18,726	22,561	26,396
317	317	PARTS EXPEDITER	EXPEDITER		17,867	21,526	25,185
234	234	SURVEY ASSISTANT	SURVEYING ASSISTANT		19,624	23,644	27,663
104					\$20,911	\$25,093	\$31,869
34	34	PARKING ENFORCEMENT OFFICER	PARKING ENFORCEMENT OFFICER		22,681	27,326	31,971
103A	103A	UTILITY MAINTENANCE WORKER II			0	0	0
105					\$21,957	\$26,348	\$33,462
211	211	ASSOCIATE PRODUCER	ASSOCIATE PRODUCER		20,962	25,256	29,550
173	173	BUILDING MAINTENANCE WORKER I	BUILDING MAINTENANCE WORKER III		20,483	24,679	28,874
166	166	CABLE OFFICE CLERK	PEG ACCESS OFFICE COORDINATOR		20,962	25,256	29,550
136	136	CUSTOMER SERVICE REPRESENTATIVE I	CUSTOMER SERVICE REPRESENTATIVE		20,962	25,256	29,550
151	151	EQUIPMENT MAINTENANCE WORKER	EQUIPMENT MAINTENANCE WORKER		18,726	22,561	26,396
374	374	OFFICE AND RECORDS ASST	OFFICE AND RECORDS ASST		20,962	25,256	29,550
186	186	PERMIT CLERK	INSPECTIONS CLERK		20,962	25,256	29,550
77	77	SECRETARY	SECRETARY		20,962	25,256	29,550
106					\$23,055	\$27,665	\$35,135
346	346	ACCOUNT CLERK PARKING	ACCOUNT CLERK PARKING		23,599	28,433	33,266
74	74	ACCOUNT CLERK/CASH	ACCOUNT CLERK/CASH		23,599	28,433	33,266
356	356	ACCOUNTING CLERK	ACCOUNTING CLERK		23,599	28,433	33,266
136A	136A	CUSTOMER SERVICE REPRESENTATIVE II			0	0	0
270	270	LEAD CUSTODIAN	LEAD CUSTODIAN		21,822	26,291	30,760
104	104	MAINTENANCE WORKER III	MAINTENANCE WORKER III		20,483	24,679	28,874
165	165	PERMIT TECHNICIAN	PERMIT CLERK		23,599	28,433	33,266
63	63	POLICE CLERK	POLICE CLERK		20,962	25,256	29,550
230	230	PRODUCTION TECHNICIAN	PRODUCTION TECHNICIAN		23,599	28,433	33,266
176	176	TRANSCRIPTIONIST	TRANSCRIPTIONIST		20,962	25,256	29,550
107					\$24,207	\$29,049	\$36,892
95	95	AIRPORT MAINTENANCE WORKER III	AIRPORT MAINTENANCE WORKER III		22,681	27,326	31,971
136B	136B	CUSTOMER SERVICE REPRESENTATIVE III			0	0	0

Wednesday, September 20,

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Class Comparison List
City of Fayetteville, Arkansas

Proposed Pay Plan: Merit		Annual Range			
Grade		Min	Mkt	Max	
Code	Proposed Class Title	Working Title			
107		\$24,207	\$29,049	\$36,892	
86	DEPUTY COURT CLERK	23,599	28,433	33,266	DEPUTY COURT CLERK
358	ENGINEERING SERVICES CLERK	23,599	28,433	33,266	ENGINEERING SERVICES COORD
42	FLEET OPERATIONS CLERK	24,458	29,468	34,477	FLEET OPERATIONS CLERK
315	HORTICULTURAL ASST II	24,458	29,468	34,477	HORTICULTURAL ASST IV
306	HOT CHECK PROGRAM CLERK	23,599	28,433	33,266	HOT CHECK PROGRAM CLERK
101	LEGAL ASSISTANT	23,599	28,433	33,266	LEGAL ASSISTANT
124	MAINTENANCE WORKER IV	22,681	27,326	31,971	MAINTENANCE WORKER IV
117	METER READER	20,483	24,679	28,874	METER READER
252	POLICE SUPPORT SPECIALIST	23,599	28,433	33,266	POLICE SUPPORT SPECIALIST
144	PURCHASING TECHNICIAN	23,599	28,433	33,266	PURCHASING CLERK
119	PW WAREHOUSE ATTENDANT	25,317	30,503	35,688	PW WAREHOUSE ATTENDANT
184	SENIOR PLANNING CLERK	23,599	28,433	33,266	SENIOR PLANNING CLERK
52	SENIOR SECRETARY	23,599	28,433	33,266	SENIOR SECRETARY
260	SENIOR SECRETARY - POLICE	23,599	28,433	33,266	SENIOR SECRETARY - POLICE
104A	UTILITY MAINTENANCE WORKER III	0	0	0	
192	WATER/WASTEWATER OPERATIONS CLERK	23,599	28,433	33,266	OPERATIONS CLERK
108		\$25,418	\$30,501	\$38,736	
261	ACCOUNT CLERK - RECEIVABLE	26,236	31,609	36,983	ACCOUNT CLERK - RECEIVABLE
71	ACCOUNT CLERK/BUSINESS OFFICE	26,236	31,609	36,983	ACCOUNT CLERK/BUSINESS OFFICE
72	ACCOUNT CLERK/PAYABLES	26,236	31,609	36,983	ACCOUNT CLERK/PAYABLES
249	BACKFLOW PREVENTION TECHNICIAN	26,176	31,538	36,899	BACKFLOW PREVENTION TECHNICIAN
98	BUILDING MAINTENANCE WORKER II	25,317	30,503	35,688	BUILDING MAINTENANCE WORKER V
300	COMMUNITY DEVELOPMENT ASSISTANT	26,236	31,609	36,983	COMMUNITY DEVELOPMENT ASST
127	E-911 ADDRESSING TECHNICIAN	27,095	32,644	38,194	PROPERTY LOCATION ANALYST
59	EQUIPMENT MECHANIC I	22,681	27,326	31,971	EQUIPMENT MECHANIC I
125	METER MAINTENANCE WORKER	22,681	27,326	31,971	METER MAINTENANCE WORKER
326	PLANNING TECHNICIAN	26,236	31,609	36,983	PLANNING TECH
359	RECREATION PROGRAMS COORDINATOR	23,599	28,433	33,266	EVENT SPECIALIST
183	SENIOR CASHIER	23,599	28,433	33,266	SENIOR CASHIER
161	TRANSPORTATION ASSISTANT	26,236	31,609	36,983	OPERATIONS ASSISTANT
160	UTILITY BILLING CLERK	23,599	28,433	33,266	UTILITY BILLING CLERK
24W	UTILITY MAINTENANCE WORKER IV - WATER	23,540	28,361	33,182	MAINTENANCE WORKER IV - WATER LICENS
18	WATER FIELD SERVICE REPRESENTATIVE	25,317	30,503	35,688	WATER SERVICE REPRESENTATIVE
109		\$26,689	\$32,026	\$40,673	
139	ANIMAL SERVICES OFFICER	27,954	33,679	39,405	ANIMAL SERVICES OFFICER
13	DISPATCHER I	26,176	31,538	36,899	DISPATCHER
281	DRIVER - SOLID WASTE	26,176	31,538	36,899	DRIVER - SOLID WASTE
118	LEAD FLEET WAREHOUSE ATTENDANT	27,095	32,644	38,194	LEAD FLEET WAREHOUSE ATTENDANT
342	LEAD MAINTENANCE WORKER	25,317	30,503	35,688	LEAD WORKER

Wednesday, September 20,

Class Comparison List City of Fayetteville, Arkansas

Proposed Pay Plan: Merit

Grade	Code	Proposed Class Title	Original Title	Working Title	Min	Mkt	Max
109					\$26,689	\$32,026	\$40,673
251		SENIOR CUSTOMER SERVICE REPRESENTATIVE	SENIOR CUSTOMER SERVICE REPRESENTATIVE		23,599	28,433	33,266
76		SENIOR LEGAL ASSISTANT	SENIOR LEGAL ASSISTANT		26,236	31,609	36,983
368		SENIOR POLICE SUPPORT SPECIALIST	SR POLICE SUPPORT SPECIALIST		26,236	31,609	36,983
126		TRAFFIC SIGNS AND MARKING TECHNICIAN	TRAFFIC TECHNICIAN		25,317	30,503	35,688
256		VETERINARY ASSISTANT	VETERINARY ASSISTANT		27,954	33,679	39,405
111					\$29,424	\$35,309	\$44,842
299		ACCIDENT INVESTIGATOR			0	0	0
73		ACCOUNTANT - PAYROLL	ACCOUNT CLERK/PAYROLL		30,191	36,375	42,558
83		ACCOUNTANT - REVENUES	ACCOUNT CLERK - REVENUES		30,191	36,375	42,558
190		ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT		30,191	36,375	42,558
372		ADMINISTRATIVE ASSISTANT- MAYOR'S OFFICE	ADMINISTRATIVE ASSISTANT- MAYOR'S OFFICE		26,236	31,609	36,983
321		BENEFITS COORDINATOR	BENEFITS COORDINATOR		26,236	31,609	36,983
115		CAD TECHNICIAN	CAD DRAFTER		30,191	36,375	42,558
24		CARPENTER I	CARPENTER I		27,954	33,679	39,405
134		CODE COMPLIANCE OFFICER	CODE COMPLIANCE OFFICER		27,095	32,644	38,194
201		COMMUNITY CENTER DIRECTOR	COMMUNITY CENTER DIRECTOR		30,496	36,743	42,989
89		COURT SERVICES OFFICER			0	0	0
298		CRIME SCENE TECHNICIAN	CRIME SCENE TECHNICIAN		31,050	37,410	43,769
277		DEPUTY CITY CLERK	DEPUTY CITY CLERK		26,236	31,609	36,983
13A		DISPATCHER II			0	0	0
7		EQUIPMENT MECHANIC II	EQUIPMENT MECHANIC II		27,954	33,679	39,405
172		LEAD COURT CLERK	LEAD COURT CLERK		30,191	36,375	42,558
159		LEAD PW WAREHOUSE ATTENDANT	LEAD PW WAREHOUSE ATTENDANT		27,954	33,679	39,405
29		LEAD WASTEWATER SYSTEM MAINTENANCE	SEWER SYSTEM MAINTENANCE TECH II		27,954	33,679	39,405
309		NEIGHBORHOOD COORDINATOR			0	0	0
289		PARK FACILITIES MNT WKR	PARK FACILITIES MNT WKR		27,954	33,679	39,405
113		PW CREW LEADER	PW CREW LEADER		27,954	33,679	39,405
111		PW PROJECTS INSPECTOR	PW PROJECTS INSPECTOR		31,050	37,410	43,769
111		PW PROJECTS INSPECTOR	SIDEWALK, ADA ADMIN		38,308	46,155	54,001
282		RECREATION PROGRAMS MANAGER	ATHLETIC PRGM SPEC		26,236	31,609	36,983
282		RECREATION PROGRAMS MANAGER	PROGRAM SPECIALIST		26,236	31,609	36,983
292		RELIEF DRIVER - SOLID WASTE			0	0	0
345		SIDEWALK- ADA INSPECTOR			0	0	0
318		SOLID WASTE COMMERCIAL REPRESENTATIVE	SOLID WASTE COMMERCIAL REPRESENTATIVE		30,191	36,375	42,558
112					\$30,895	\$37,074	\$47,084
319		ANIMAL SERVICES COORDINATOR	ANIMAL SERVICES COORDINATOR		31,909	38,445	44,980
250		BACKFLOW PREVENTION OPER ASST	BACKFLOW PREVENTION OPER ASST		32,768	39,480	46,191
246		CONSTRUCTION CREW LEADER	CONSTRUCTION CREW LEADER		31,909	38,445	44,980
138		DISPATCHER III			0	0	0

Wednesday, September 20,

Class Comparison List City of Fayetteville, Arkansas

Proposed Pay Plan: Merit

Grade	Code	Proposed Class Title	Original Title	Working Title	Annual Range		
					Min	Mkt	Max
112					\$30,895	\$37,074	\$47,084
61		EQUIPMENT MECHANIC III	EQUIPMENT MECHANIC III		31,909	38,445	44,980
240		EXECUTIVE SECRETARY	EXECUTIVE SECRETARY		30,191	36,375	42,558
351		FIRE INSPECTOR	FIRE INSPECTOR		27,095	32,644	38,194
206		INSPECTOR/RESIDENTIAL	INSPECTOR/RESIDENTIAL		31,050	37,410	43,769
195		LAND AGENT	LAND AGENT I		33,932	40,883	47,833
245		MAINTENANCE CREW LEADER	MAINTENANCE CREW LEADER		31,909	38,445	44,980
114		METER OPERATIONS ASSISTANT	METER OPERATIONS ASSISTANT		31,909	38,445	44,980
303		OFFICE MANAGER	OFFICE MANAGER		30,191	36,375	42,558
352		PROJECT COORDINATOR	PROJECT COORDINATOR		30,191	36,375	42,558
13W		PW CREW LEADER - WATER LICENSE	PW CREW LEADER - WATER LICENSE		32,768	39,480	46,191
67		TRAFFIC SIGNAL TECHNICIAN	TRAFFIC SIGNAL TECHNICIAN		31,909	38,445	44,980
113					\$32,440	\$38,928	\$49,439
203		ASSISTANT FLEET SUPERVISOR	LEAD EQUIPMENT MECHANIC		35,425	42,680	49,936
339		BUDGET ANALYST	BUDGET ANALYST		33,932	40,883	47,833
273		DISPATCH TRAINER	DISPATCH TRAINER		32,768	39,480	46,191
28		FINANCIAL COORDINATOR	FINANCIAL COORDINATOR		33,932	40,883	47,833
257		GIS TECHNICIAN	GIS TECHNICIAN		33,073	39,848	46,622
204		INSPECTOR/COMMERCIAL & RESIDENTIAL	INSPECTOR/COMMERCIAL & RESIDENTIAL		34,566	41,645	48,725
344		POLICE SYSTEMS OPERATOR	BUSINESS AND SYSTEMS OPERATOR		33,706	40,610	47,514
242		PW CREW LEADER/TANKS & PUMPS	PW CREW LEADER/TANKS & PUMPS		32,768	39,480	46,191
3		PW FIELD SERVICE REP	PW FIELD SERVICE REP		32,768	39,480	46,191
179		RECORDS COORDINATOR	LEAD RECORDS CLERK		30,191	36,375	42,558
337		SIDEWALKS/OVERLAY OPERATIONS SUPERV	FIELD OPERATIONS SUPERVISOR		34,566	41,645	48,725
114					\$34,062	\$40,874	\$51,911
158		CABLE ADMINISTRATOR	CABLE ADMINISTRATOR		33,932	40,883	47,833
343		CODE COMPLIANCE ADMIN	CODE COMPLIANCE ADMIN		33,932	40,883	47,833
355		COMMUNITY RESOURCES PROJECT ADMINI	COMMUNITY RESOURCES PROJECT ADMINI		33,932	40,883	47,833
196		SENIOR LAND AGENT	LAND AGENT II		38,695	46,621	54,546
148		WASTE REDUCTION COORDINATOR	WASTE REDUCTION COORDINATOR		33,932	40,883	47,833
115					\$35,765	\$42,918	\$54,506
32		HORTICULTURIST	HORTICULTURIST		34,792	41,918	49,043
328		PARK PLANNER	PARK PLANNER		38,695	46,621	54,546
40		PLANNER	PLANNER		38,695	46,621	54,546
175		PROPERTY/EVIDENCE MANAGER	PROPERTY/EVIDENCE MANAGER		33,706	40,610	47,514
264		SURVEYOR	SURVEYOR		39,168	47,190	55,212
361		URBAN FORESTER	URBAN FORESTER		33,706	40,610	47,514
116					\$37,553	\$45,064	\$57,231
323		BUILDING SERVICES SUPERVISOR	BUILDING SERVICES SUPERVISOR		39,554	47,656	55,757

Wednesday, September 20,

Class Comparison List City of Fayetteville, Arkansas

Proposed Pay Plan: Merit

Grade	Code	Proposed Class Title	Original Title	Working Title	Annual Range		
					Min	Mkt	Max
116					\$37,553	\$45,064	\$57,231
362	BUYER	BUYER	BUYER		33,706	40,610	47,514
123	DISPATCH SHIFT SUPERVISOR	DISPATCH SHIFT SUPERVISOR	LEAD DISPATCHER		32,768	39,480	46,191
47	FLEET OPERATIONS SUPERVISOR	FLEET OPERATIONS SUPERVISOR	FLEET OPERATIONS SUPERVISOR		34,792	41,918	49,043
35	PARKS MAINTENANCE SUPERVISOR	PARKS MAINTENANCE SUPERVISOR	PARKS MAINTENANCE SUPERVISOR		39,554	47,656	55,757
373	PLANS EXAMINER	PLANS EXAMINER	PLANS EXAMINER		39,168	47,190	55,212
153	PROCEDURE OFFICE ADMINISTRATOR	PROCEDURE OFFICE ADMINISTRATOR	HOT CHECK ADMINISTRATOR		33,932	40,883	47,833
338	SENIOR RESEARCH ANALYST	SENIOR RESEARCH ANALYST	SR RESEARCH ANALYST		38,695	46,621	54,546
110	SOLID WASTE OPERATIONS SUPERVISOR	SOLID WASTE OPERATIONS SUPERVISOR	SOLID WASTE OPERATIONS SUPERVISOR		39,554	47,656	55,757
283	TELECOMMUNICATIONS COORDINATOR	TELECOMMUNICATIONS COORDINATOR	COMMUNICATIONS COORD		39,168	47,190	55,212
191	TRAFFIC CONTROL SUPERVISOR	TRAFFIC CONTROL SUPERVISOR	TRAFFIC CONTROL SUPERVISOR		39,554	47,656	55,757
350	W/WW FIELD SUPERINTENDENT	W/WW FIELD SUPERINTENDENT	W/S FIELD SUPERINTENDENT		36,284	43,715	51,147
247	W/WW SERVICES TECHNICAL SUPERVISOR	W/WW SERVICES TECHNICAL SUPERVISOR	W & S SERVICES TECHNICAL SUPERVISOR		39,554	47,656	55,757
41	WATER SERVICES SUPERVISOR	WATER SERVICES SUPERVISOR	WATER SERVICES SUPERVISOR		39,554	47,656	55,757
117					\$39,431	\$47,317	\$60,093
22	DISTRICT COURT ADMINISTRATOR	DISTRICT COURT ADMINISTRATOR	HEAD COURT CLERK		38,695	46,621	54,546
365	FINANCIAL ANALYST	FINANCIAL ANALYST	FINANCIAL ANALYST		38,695	46,621	54,546
365	FINANCIAL ANALYST	FINANCIAL ANALYST	FIRE FINANCIAL ANALYST		38,695	46,621	54,546
167	FIXED ASSETS/INVESTMENT COORDINATOR	FIXED ASSETS/INVESTMENT COORDINATOR	FIXED ASSETS/INVESTMENT COORDINATOR		38,695	46,621	54,546
354	IT HELP DESK SUPPORT ANALYST	IT HELP DESK SUPPORT ANALYST	IT HELP DESK SUPPORT ANALYST		41,272	49,726	58,179
375	TRAILS COORDINATOR	TRAILS COORDINATOR	TRAILS COORDINATOR		44,068	53,094	62,121
119					\$43,473	\$52,167	\$66,253
88A	ASSISTANT DISPATCH MANAGER	ASSISTANT DISPATCH MANAGER	BILLING AND COLLECTIONS MANAGER		0	0	0
58	BILLING AND COLLECTIONS MANAGER	BILLING AND COLLECTIONS MANAGER	BILLING AND COLLECTIONS MANAGER		51,233	61,726	72,220
307	BUSINESS SYSTEMS ANALYST	BUSINESS SYSTEMS ANALYST	BUSINESS SYSTEMS ANALYST		41,272	49,726	58,179
371	CONTRACT GRANT ACCOUNTANT	CONTRACT GRANT ACCOUNTANT	CONTRACT GRANT ACCOUNTANT		44,068	53,094	62,121
254	PARKS MAINT SUPERINTENDENT	PARKS MAINT SUPERINTENDENT	PARKS MAINT SUPERINTENDENT		44,068	53,094	62,121
NEW	PROJECT MANAGER	PROJECT MANAGER			0	0	0
189	RECREATION SUPERINTENDENT	RECREATION SUPERINTENDENT	RECREATION SUPERINTENDENT		44,068	53,094	62,121
180	SENIOR PLANNER	SENIOR PLANNER	SENIOR PLANNER		44,068	53,094	62,121
120					\$45,646	\$54,776	\$69,565
366	DATABASE ADMINISTRATOR	DATABASE ADMINISTRATOR	DATABASE ADMINISTRATOR		46,646	56,199	65,753
200	GIS COORDINATOR/GIS SUPERVISOR	GIS COORDINATOR	GIS COORDINATOR		46,646	56,199	65,753
290	HUMAN RESOURCES ADMINISTRATOR	HUMAN RESOURCES ADMIN	HUMAN RESOURCES ADMIN		44,068	53,094	62,121
288	NETWORK ENGINEER	NETWORK ENGINEER	NETWORK ENGINEER		46,646	56,199	65,753
253	POLICE SYSTEMS ANALYST	POLICE SYSTEMS ANALYST	SYSTEMS ANALYST		41,272	49,726	58,179
122					\$50,325	\$60,390	\$76,696
68	ACCOUNTING MANAGER	ACCOUNTING MANAGER	ACCOUNTING COORDINATOR		44,068	53,094	62,121
23	ANIMAL SERVICES SUPERINTENDENT	ANIMAL SERVICES SUPERINTENDENT	ANIMAL SERVICES SUPERINTENDENT		52,092	62,761	73,431

Wednesday, September 20,

Class Comparison List
City of Fayetteville, Arkansas

Proposed Pay Plan: Merit		Annual Range			
Grade		Min	Mkt	Max	
Code	Proposed Class Title	Working Title			
Original Title					
122		\$50,325	\$60,390	\$76,696	
19	BUILDING SAFETY DIRECTOR	51,233	61,726	72,220	
152	BUILDING SERVICES AND PROJECT DIRECTO	52,092	62,761	73,431	
14	CITY CLERK/TREASURER	38,695	46,621	54,546	
84	COMMUNITY RESOURCES & CODE COMPLIA	51,233	61,726	72,220	
347	MANAGMENT ACCOUNTING COORDINATOR	38,695	46,621	54,546	
327	POLICE RECORDS SERVICES MANAGER	44,068	53,094	62,121	
132	PURCHASING MANAGER	51,233	61,726	72,220	
284	SENIOR PROGRAMMER/ANALYST	46,646	56,199	65,753	
274	TELECOMMUNICATIONS MANAGER	51,233	61,726	72,220	
38	TRANSPORTATION SUPERINTENDENT	51,233	61,726	72,220	
123		\$52,841	\$63,410	\$80,530	
888	ASSISTANT HUMAN RESOURCES DIRECTOR	0	0	0	
88	DISPATCH MANAGER	51,233	61,726	72,220	
20	FLEET OPERATIONS SUPERINTENDENT	51,233	61,726	72,220	
85	INTERNAL AUDITOR	51,233	61,726	72,220	
364	PUBLIC INFORMATION AND POLICY ADVISOR	51,233	61,726	72,220	
126		\$61,171	\$73,405	\$93,224	
15	ACCOUNTING ADMINISTRATOR	59,293	71,438	83,528	
154	ASSISTANT CITY ATTORNEY	44,068	53,094	62,121	
367	ASSISTANT CITY ENGINEER	61,870	74,543	87,215	
314	AVIATION & ECON DEV DIR	64,596	77,827	91,058	
267	BUDGET MANAGER	59,293	71,438	83,528	
287	DEPUTY CITY PROSECUTOR	44,068	53,094	62,121	
341	DIRECTOR OF CURRENT PLANNING	59,293	71,438	83,528	
45	HUMAN RESOURCES DIRECTOR	59,293	71,438	83,528	
26	INFORMATION TECHNOLOGIES MANAGER/IT	61,870	74,543	87,215	
79	PARKS & RECREATION DIRECTOR	59,293	71,438	83,528	
218	SOLID WASTE DIRECTOR	59,293	71,438	83,528	
90	STAFF ENGINEER - PE	53,810	64,831	75,853	
332	TRANSPORTATION MANAGER	59,293	71,438	83,528	
5	WATER & WASTEWATER OPERATIONS MANA	59,293	71,438	83,528	
127		\$64,229	\$77,075	\$97,885	
12	ASSISTANT FIRE CHIEF	64,148	77,287	90,426	
33	DEPUTY CHIEF OF POLICE	65,269	78,637	92,005	
128		\$67,441	\$80,929	\$102,779	
140	CITY ENGINEER	66,613	80,257	93,901	
360	PLANNING AND PROGRAM DEVELOPMENT D	68,227	82,202	96,173	
170	PROSECUTING ATTORNEY	64,036	77,152	90,268	

Wednesday, September 20,

Class Comparison List
City of Fayetteville, Arkansas

Proposed Pay Plan: Merit					
Grade	Code	Proposed Class Title	Original Title	Working Title	Annual Range Min Mkt Max
130					\$74,353 \$89,224 \$113,314
133	CITY ATTORNEY		CITY ATTORNEY		72,934 87,872 102,810
57	FIRE CHIEF		FIRE CHIEF		69,124 83,282 97,440
81	POLICE CHIEF		POLICE CHIEF		69,124 83,282 97,440
112	WATER/WASTEWATER DIRECTOR		WATER/WASTEWATER DIR		71,701 86,387 101,072
131					\$78,071 \$93,685 \$118,980
304	DIRECTOR OF OPERATIONS		DIRECTOR OF OPERATIONS		77,820 93,759 109,698
145	FINANCE DIRECTOR				0 0 0
134					\$90,377 \$108,452 \$137,734
225	DISTRICT JUDGE		MUNICIPAL JUDGE		72,934 87,872 102,810
82	MAYOR		MAYOR		88,488 106,612 124,736

Section 5

Implementation Report - Introduction

Implementation reports provide detailed and summarized information about implementation costs.

The results provided in the implementation reports are dependent upon the settings that are established and stored for each report, allowing numerous implementation costs. There is no limit to the number of implementation scenarios that can be stored.

In the detail section of each implementation report, two rows are used to display data for each employee. The top row displays the employee's current Class, Grade and Salary information, while the second row displays the proposed Class, Grade and Salary. In addition, the details of important dates, seven different adjustments to current salary, the employee's FTE, Position # and Name are also displayed. For privacy, each of the items that can be shown in the report, can also be hidden.

When step plans are being considered, the implementation report can show the cost difference between using open range calculations and step calculations in the same plan.

Implementation reports can also display or hide all detail, and print only the summary data desired. Available summaries include a summary for each department, each pay plan, and for the total organization.

The report settings used to prepare each implementation report are shown at the beginning of each implementation report, to allow verification of the assumptions used when the report was prepared.

SAMPLE Implementation Report Settings Screen (example only - not live settings)

Implementation Scenarios

Valued Client
Implementation Scenarios Editing

Report Format: ☒ Draft ☐ Summary Only ☐ Show Department Summary ☐ Show Pay Plan Summary ☐ Show Grand Totals Summary

Implementation Costs Annualized ☐
Implementation Costs Hourly ☐
Implementation Costs by Job Class ☒

Report Name: Per Range: Implementation Step by:

Calculation Parameters

Subjects to Reach Grade Maximum to: # Adjustments:

Subjects to Reach Grade Maximum to: Maximum:

Subjects to Reach Grade Maximum to: Experience Date:

Subjects to Reach Grade Maximum to: 99 years of service

Subjects to Reach Grade Maximum to: 1 year of service

Subjects to Reach Grade Maximum to: Include Stipends ☐

Subjects to Reach Grade Maximum to: 0 years of service

Subjects to Reach Grade Maximum to: Over the adjustment for every

Implementation 7/1/2004

Flat Percent Adjustment Management

Calculate a Flat % Adjustment of:

Calculate a Flat % Adjustment of:

Apply Flat % Adjustment:

☐ Before Min Adj ☐ After Step ☐ After Merit ☐ After Bonus

☐ After Min Adj ☐ After Market ☐ After Merit ☐ After Bonus

☐ After Min Adj ☐ After Market ☐ After Merit ☐ After Bonus

Display on Implementation report

Original Class

☒ Name Title ☒ Class Code ☒ Grade ☒ Salary Range ☒ Step ☒ Base Salary

Proposed Class

☒ Name Title ☒ Class Code ☒ Grade ☒ Salary Range ☒ Step ☒ Base Salary

Identity

☒ Employee Name ☒ Position Control Number ☒ Days ☒ Days ☒ Days

Adjustments

☐ Flat % ☐ Step ☐ Minimum ☐ Stipends ☐ Merit ☐ Maximum

Dates

☒ Hire Date ☒ Promotion Date ☒ Experience Date ☒ % Change ☒ % Change

Report Settings

Report Name: Implementation Merit % of Range		3
Print As Plan Type		Increment Current Step by
Open Range		
Calculation Parameters		
Set Years to Reach Grade Market to	5	# Adjustments
Set Years to Reach Grade Maximum to	15	1
Set Maximum Adjustment to the Range	% of Range Penetration	
Set Allowable Experience Days Using	Promotion Date	
Set Maximum Years of Service Cap to	100	year(s) of service
Calculate Adj. Above Min after the first	1	year(s) of service
Include Organizational Experience adj	☐	Include Stipends ☐
Allow 1 additional day adjustment for	7	Day(s) Organization Experience
Implementation: 1/1/2007		
Flat Percent Adjustment Management		
Calculate a Flat % Adjustment of 0 %		
Calculate % Using Current Salary ☒		
Apply Flat % Adjustment		
☒ Before Min Adj ☐ After Step		
☐ After Min Adj ☐ After OrgExp		
☐ After Market ☐ After Assignment		
☐ After Max		

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Accounting (Dept Code 320)

Original	Proposed	Title	Class	Code	Min	Mkt	Max	#	Step	FTEF	Hire Date	Exper. Date	Promotion	Salary	Flat %	Min	Max	Step	% Chg	Compa Ratio	Position #	Employee Name

Summary for Accounting

Current Payroll	\$551,510	# Positions	12
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$47,775	# Adjusted To Market	10
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$47,775		
Proposed Payroll	\$599,285	% Change	8.66%

Summary for Administration

Current Payroll	\$527,661	# Positions	9
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$1,616	# Adjusted To Minimum	1
Adjustment To Market	\$41,045	# Adjusted To Market	7
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$42,660		
Proposed Payroll	\$570,321	% Change	8.08%

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Airport (Dept Code 520)

Original	Proposed	Title	Code	Min	Mkt	Max	Grade	Step	FTEF	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg	Compa Ratio	Position #	Employee Name
										Exper. Date	Days/Al'd			Min	Max	Merit	Asgn		

Summary for Airport

Current Payroll									\$252,963		# Positions	6							
Flat 0% Adjustment								\$0											
Adjustment To Minimum								\$0				# Adjusted To Minimum				0			
Adjustment To Market								\$17,484				# Adjusted To Market				5			
Adjustment Toward Maximum								\$0				# Adjusted Toward Maximum				0			
Adjustment To Step								\$0				# Adjusted To Step				0			
OrgExp Adjustment								\$0				# OrgExp Adjustments				0			
Stipends / Supplements								\$0				# Assignment				0			
Total Applied Adjustments								\$17,484				% Change				6.91%			
Proposed Payroll									\$270,448										

Summary for Animal Services

Current Payroll									\$448,745		# Positions	14							
Flat 0% Adjustment								\$0											
Adjustment To Minimum								\$0				# Adjusted To Minimum				0			
Adjustment To Market								\$13,525				# Adjusted To Market				11			
Adjustment Toward Maximum								\$0				# Adjusted Toward Maximum				0			
Adjustment To Step								\$0				# Adjusted To Step				0			
OrgExp Adjustment								\$0				# OrgExp Adjustments				0			
Stipends / Supplements								\$0				# Assignment				0			
Total Applied Adjustments								\$13,525				% Change				3.01%			
Proposed Payroll									\$462,271										

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Billing and Collections (Dept Code 420)

Original	Proposed	Title	Class	Code	Min	Mkt	Max	#	Step	FTEF	Hire Date	Promotion	Salary	Flat %	Min	Max	Merit	% Chg	Compa Ratio	Position #	Employee Name

Summary for Billing and Collections

Current Payroll	\$514,654	# Positions	17
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$3,266	# Adjusted To Minimum	4
Adjustment To Market	\$40,728	# Adjusted To Market	16
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$43,994		
Proposed Payroll	\$558,648	% Change	8.55%

Summary for Budget and Research

Current Payroll	\$216,545	# Positions	4
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$13,219	# Adjusted To Market	3
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$13,219		
Proposed Payroll	\$229,764	% Change	6.10%

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Building Maintenance (Dept Code 350)

Original	Class	Code	Min	Mkt	Max	#	Step	FTEF	Hire Date	Experience	Promotion	Salary	Flat %	Mkt	Step	% Chg	Compa Ratio	Position #	Employee Name
Proposed	Title							Duty	Exper. Date	Days/All'd									

Summary for Building Maintenance

Current Payroll	\$501,230	# Positions	15
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$1,044	# Adjusted To Minimum	2
Adjustment To Market	\$39,891	# Adjusted To Market	15
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0

Total Applied Adjustments	\$40,935	% Change	8.17%
Proposed Payroll	\$542,165		

Summary for Building Safety

Current Payroll	\$455,553	# Positions	12
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$540	# Adjusted To Minimum	1
Adjustment To Market	\$16,538	# Adjusted To Market	9
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0

Total Applied Adjustments	\$17,078	% Change	3.75%
Proposed Payroll	\$472,631		

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Cable (Dept Code 510)

Original	Proposed	Class		Grade				Step	Experience		Salary	Adjustments				Compa Ratio	Position #
		Title	Code	Min	Mkt	Max	#		Duty	Exper. Date		Hire Date	Promotion	Flat %	Mkt		

Summary for Cable

Current Payroll																			
Flat 0% Adjustment																			
Adjustment To Minimum																			
Adjustment To Market																			
Adjustment Toward Maximum																			
Adjustment To Step																			
OrgExp Adjustment																			
Stipends / Supplements																			
Total Applied Adjustments																			
Proposed Payroll																			

Summary for City Attorney

Current Payroll																			
Flat 0% Adjustment																			
Adjustment To Minimum																			
Adjustment To Market																			
Adjustment Toward Maximum																			
Adjustment To Step																			
OrgExp Adjustment																			
Stipends / Supplements																			
Total Applied Adjustments																			
Proposed Payroll																			

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City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
City Clerk (Dept Code 550)

Original	Class	Grade	Step	FTE	Hire Date	Promotion	Salary	Flat %	Adj	Step	% Chg	Compa Ratio	Position #
Proposed	Title	Code	Min	Max	Duty	Exper. Date	Days All'd	Min	Max	Merit	Asgn	Employee Name	

Summary for City Clerk

Current Payroll	\$184,835	# Positions	5
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$43,218	# Adjusted To Market	5
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$43,218		
Proposed Payroll	\$228,053	% Change	23.38%

Summary for City Prosecutor

Current Payroll	\$346,256	# Positions	8
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$12,214	# Adjusted To Minimum	1
Adjustment To Market	\$45,438	# Adjusted To Market	8
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$57,651		
Proposed Payroll	\$403,907	% Change	16.65%

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Civilian Fire (Dept Code 750)

Original	Proposed	Class		Grade					Experience			Adjustments					Compa Ratio	Position #
		Title	Code	Min	Mkt	Max	#	Duty	Exper Date	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg	Employee Name	

Summary for Civilian Fire

Current Payroll				\$117,466	# Positions	3
Fiat 0% Adjustment				\$0		
Adjustment To Minimum				\$0	# Adjusted To Minimum	0
Adjustment To Market				\$15,449	# Adjusted To Market	3
Adjustment Toward Maximum				\$0	# Adjusted Toward Maximum	0
Adjustment To Step				\$0	# Adjusted To Step	0
OrgExp Adjustment				\$0	# OrgExp Adjustments	0
Stipends / Supplements				\$0	# Assignment	0
Total Applied Adjustments				\$15,449		
Proposed Payroll				\$132,915	% Change	13.15%

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit

Community Resources and Code Compliance (Dept Code 310)

Original	Proposed	Title	Class	Code	Min	Mkt	Max	#	Step	FTEF	Experience			Adjustments				Compa Ratio	Position #	Employee Name
											Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg			
											Days	All'd		Min	Max	Merit	Assign			

Summary for Community Resources and Code Compliance

Current Payroll																				
Flat 0% Adjustment																				
Adjustment To Minimum																				
Adjustment To Market																				
Adjustment Toward Maximum																				
Adjustment To Step																				
OrgExp Adjustment																				
Stipends / Supplements																				
Total Applied Adjustments																				
Proposed Payroll																				

Summary for Dispatch

Current Payroll																				
Flat 0% Adjustment																				
Adjustment To Minimum																				
Adjustment To Market																				
Adjustment Toward Maximum																				
Adjustment To Step																				
OrgExp Adjustment																				
Stipends / Supplements																				
Total Applied Adjustments																				
Proposed Payroll																				

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City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
District Court (Dept Code 380)

Original	Proposed	Title	Class	Code	Min	Mkt	Max	#	Duty	FTEF	Hire Date	Exper Date	Promotion	Salary	Flat %	Mkt	Step	% Chg	Compa Ratio	Position #	Employee Name

Summary for District Court

Current Payroll																					
Flat 0% Adjustment																					
Adjustment To Minimum																					
Adjustment To Market																					
Adjustment Toward Maximum																					
Adjustment To Step																					
OrgExp Adjustment																					
Stipends / Supplements																					
Total Applied Adjustments																					
Proposed Payroll																					

Summary for Engineering

Current Payroll																					
Flat 0% Adjustment																					
Adjustment To Minimum																					
Adjustment To Market																					
Adjustment Toward Maximum																					
Adjustment To Step																					
OrgExp Adjustment																					
Stipends / Supplements																					
Total Applied Adjustments																					
Proposed Payroll																					

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit

Fleet (Dept Code 410)

Original	Proposed	Class		Grade		Step		FTE		Experience		Salary		Adjustments		Compa Ratio	Position #
		Title	Code	Min	Max	#		Duty	Exper. Date	Hire Date	Promotion	Flat %	Min	Max	Merit	% Chg	

Summary for Fleet

Current Payroll

Flat 0% Adjustment	\$0																18
Adjustment To Minimum	\$4,634																4
Adjustment To Market	\$62,555																16
Adjustment Toward Maximum	\$0																0
Adjustment To Step	\$0																0
OrgExp Adjustment	\$0																0
Stipends / Supplements	\$0																0

Total Applied Adjustments

	\$67,189																10.21%
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\$725,072 % Change

Summary for Human Resources

Current Payroll

Flat 0% Adjustment	\$0																3
Adjustment To Minimum	\$0																0
Adjustment To Market	\$20,593																3
Adjustment Toward Maximum	\$0																0
Adjustment To Step	\$0																0
OrgExp Adjustment	\$0																0
Stipends / Supplements	\$0																0

Total Applied Adjustments

	\$20,593																12.09%
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\$190,912 % Change

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Information Technology (Dept Code 370)

Original	Proposed	Class		Grade			Step	FTEF	Experience		Salary	Adjustments				Compa Ratio	Position #
		Title	Code	Min	Mkt	Max			Duty	Exper. Date		Hire Date	Promotion	Flat %	Mkt		

Summary for Information Technology

Current Payroll																	
Flat 0% Adjustment																	
Adjustment To Minimum																	
Adjustment To Market																	
Adjustment Toward Maximum																	
Adjustment To Step																	
OrgExp Adjustment																	
Stipends / Supplements																	
Total Applied Adjustments																	
Proposed Payroll																	

Summary for Meter

Current Payroll																	
Flat 0% Adjustment																	
Adjustment To Minimum																	
Adjustment To Market																	
Adjustment Toward Maximum																	
Adjustment To Step																	
OrgExp Adjustment																	
Stipends / Supplements																	
Total Applied Adjustments																	
Proposed Payroll																	

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit

Parking and Telecommunications (Dept Code 450)

Original	Proposed	Title	Class	Grade	Min	Mkt	Max	#	Duty	FTE/F	Hire Date	Expir. Date	Promotion	Salary	Flat %	Mkt	Step	% Chg	Compa Ratio	Position #	Employee Name

Summary for Parking and Telecommunications

Current Payroll																					
Flat 0% Adjustment																					
Adjustment To Minimum																					
Adjustment To Market																					
Adjustment Toward Maximum																					
Adjustment To Step																					
OrgExp Adjustment																					
Stipends / Supplements																					
Total Applied Adjustments																					
Proposed Payroll																					

Summary for Parks and Recreation

Current Payroll																					
Flat 0% Adjustment																					
Adjustment To Minimum																					
Adjustment To Market																					
Adjustment Toward Maximum																					
Adjustment To Step																					
OrgExp Adjustment																					
Stipends / Supplements																					
Total Applied Adjustments																					
Proposed Payroll																					

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City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Planning (Dept Code 230)

Original	Proposed	Experience										Adjustments							Compa Ratio	Position #
		Class			Grade			Step	FTEF	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg				
		Title	Code	Min	Mkt	Max	#	Duty	Exper. Date	Days All'd		Min	Max	Merit	Assign					

Summary for Planning

Current Payroll										\$525,032			# Positions					12		
Flat 0% Adjustment								\$0												
Adjustment To Minimum								\$0					# Adjusted To Minimum					0		
Adjustment To Market								\$15,522					# Adjusted To Market					7		
Adjustment Toward Maximum								\$0					# Adjusted Toward Maximum					0		
Adjustment To Step								\$0					# Adjusted To Step					0		
OrgExp Adjustment								\$0					# OrgExp Adjustments					0		
Stipends / Supplements								\$0					# Assignment					0		
Total Applied Adjustments								\$15,522					% Change					2.96%		
Proposed Payroll										\$540,553										

Summary for Purchasing

Current Payroll										\$132,885			# Positions					3		
Flat 0% Adjustment								\$0												
Adjustment To Minimum								\$475					# Adjusted To Minimum					1		
Adjustment To Market								\$10,275					# Adjusted To Market					3		
Adjustment Toward Maximum								\$0					# Adjusted Toward Maximum					0		
Adjustment To Step								\$0					# Adjusted To Step					0		
OrgExp Adjustment								\$0					# OrgExp Adjustments					0		
Stipends / Supplements								\$0					# Assignment					0		
Total Applied Adjustments								\$10,750					% Change					8.09%		
Proposed Payroll										\$143,635										

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Solid Waste (Dept Code 140)

Original	Class	Grade	Step	FTEF	Hire Date	Promotion	Salary	Flat %	Adjustments	Compa Ratio	Position #
Proposed	Title	Code	Min	Max	Exper. Date	Days All'd	Duty	Min	Max	Step	% Chg

Summary for Solid Waste

Current Payroll	\$1,719,719	# Positions	49
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$2,559	# Adjusted To Minimum	5
Adjustment To Market	\$139,561	# Adjusted To Market	49
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$142,119		
Proposed Payroll	\$1,861,838	% Change	8.26%

Summary for Transportation

Current Payroll	\$1,949,703	# Positions	59
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$12,810	# Adjusted To Minimum	9
Adjustment To Market	\$200,995	# Adjusted To Market	54
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$213,805		
Proposed Payroll	\$2,163,508	% Change	10.97%

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Uniformed Fire (Dept Code 700)

Original	Proposed	Experience										Adjustments				Compa Ratio	Position #
		Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
		Title	Code	Min	Mkt	Max	#	Duty	Exper. Date	Days All'd		Min	Max	Merit	Asgn	Employee Name	

Summary for Uniformed Fire

Current Payroll	\$216,803	# Positions	3
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$12,135	# Adjusted To Market	3
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0

Total Applied Adjustments	\$12,135	% Change	5.60%
Proposed Payroll	\$228,938		

Summary for Uniformed Police

Current Payroll	\$255,620	# Positions	3
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$19,119	# Adjusted To Market	3
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0

Total Applied Adjustments	\$19,119	% Change	7.48%
Proposed Payroll	\$274,739		

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit Water and Sewer (Dept Code 160)

Original		Proposed		Class			Grade			FTEF	Hire Date	Experience		Adjustments					Compa Ratio		Position #							
Title		Code		Min	Mkt	Max	#	Duty	Exper. Date	Days	All'd	Salary	Flat %	Min	Max	Merit	Step	% Chg	Employee Name									
Summary for Water and Sewer																												
Current Payroll														\$1,503,083	# Positions									45				
Flat 0% Adjustment														\$0														
Adjustment To Minimum														\$7,144	# Adjusted To Minimum													7
Adjustment To Market														\$119,780	# Adjusted To Market													32
Adjustment Toward Maximum														\$0	# Adjusted Toward Maximum													0
Adjustment To Step														\$0	# Adjusted To Step													0
OrgExp Adjustment														\$0	# OrgExp Adjustments													0
Stipends / Supplements														\$0	# Assignment													0
Total Applied Adjustments														\$126,924														
Proposed Payroll														\$1,630,007	% Change									8.44%				

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Merit
Water and Sewer (Dept Code 160)

Original	Proposed	Class		Grade				Step		FTEF		Hire Date		Promotion		Salary		Adjustments				Compa Ratio		Position #
		Title		Code	Min	Mkt	Max	#	Duty		Exper. Date	Days All'd			Flat %	Mkt	Step	% Chg	Min	Max	Merit	Asgn	Employee Name	

Summary for Pay Plan: Merit

Current Payroll															
Flat 0% Adjustment															
Adjustment To Minimum															
Adjustment To Market															
Adjustment Toward Max															
Adjustment To Step															
OrgExp Adjustment															
Stipends / Supplements															

Total Applied Adjustments															
Proposed Payroll															

City of Fayetteville, Arkansas Implementation Report

Summary for City of Fayetteville, Arkansas

Current Payroll	\$17,736,326	# Positions	465
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$67,483	# Adjusted To Minimum	49
Adjustment Toward Mkt	\$1,541,112	# Adjusted Toward Market	408
Adjustment Toward Maximum	\$0	# Adjusted Toward Maximum	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$1,608,594		
Proposed Payroll	\$19,344,921	% Change in Total Payroll	9.07%
FICA Rate: 7.65			
Proposed Payroll plus FICA	\$20,824,807		

Implementation Report - Introduction

Implementation reports provide detailed and summarized information about implementation costs.

The results provided in the implementation reports are dependent upon the settings that are established and stored for each report, allowing numerous implementation costs. There is no limit to the number of implementation scenarios that can be stored.

In the detail section of each implementation report, two rows are used to display data for each employee. The top row displays the employee's current Class, Grade and Salary information, while the second row displays the proposed Class, Grade and Salary. In addition, the details of important dates, seven different adjustments to current salary, the employee's FTE, Position # and Name are also displayed. For privacy, each of the items that can be shown in the report, can also be hidden.

When step plans are being considered, the implementation report can show the cost difference between using open range calculations and step calculations in the same plan.

Implementation reports can also display or hide all detail, and print only the summary data desired. Available summaries include a summary for each department, each pay plan, and for the total organization.

The report settings used to prepare each implementation report are shown at the beginning of each implementation report, to allow verification of the assumptions used when the report was prepared.

SAMPLE Implementation Report Settings Screen (example only - not live settings)

Report Settings

Report Name: Implementation Report 001 - Fire and Police**		1	
Print As Plan Type		Increment Current Step by	
Step or Step/Open		1	
Calculation Parameters			
Set Years to Reach Grade Market to	4	# Adjustments	1
Set Years to Reach Grade Maximum to	10		
Set Maximum Adjustment to the Range	Normal Progression		
Set Allowable Experience Days Using	Promotion Date		
Set Maximum Years of Service Cap to	100	year(s) of service	
Calculate Adj. Above Min after the first	1	year(s) of service	
Include Organizational Experience adj	☐	Include Stipends	☐
Allow 1 additional day adjustment for	7	Day(s) Organization Experience	
Implementation: 1/1/2007			
Flat Percent Adjustment Management			
Calculate a Flat % Adjustment of 0 %			
Calculate % Using Current Salary ☒			
☐ Apply Flat % Adjustment			
☒ Before Min Adj ☐ After Step			
☐ After Min Adj ☐ After OrgExp			
☐ After Market ☐ After Assignment			
☐ After Max			
Summary Only			
☒ Show Department Summary			
☒ Show Pay Plan Summary			
☒ Show Grand Totals Summary			

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Fire
Uniformed Fire (Dept Code 700)

Original	Proposed	Experience										Adjustments				Compa Ratio	Position #
		Class			Grade			Step	FTEF	Hire Date	Promotion	Salary	Flat %	Mkt	Step		
		Title	Code	Min	Mkt	Max	#	Duty		Exper. Date	Days All'd			Min	Max	Merit	Asgn

Summary for Uniformed Fire

Current Payroll																	
Flat 0% Adjustment																	
Adjustment To Minimum																	
Adjustment To Market																	
Adjustment Toward Maximum																	
Adjustment To Step																	
OrgExp Adjustment																	
Stipends / Supplements																	

Total Applied Adjustments																	
Proposed Payroll																	

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Fire
Uniformed Fire (Dept Code 700)

Original Proposed	Title	Class	Grade			Step	FTEF	Experience			Adjustments				Compa Ratio	Position #
			Min	Mkt	Max			Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
Original Proposed	Title	Code	Min	Mkt	Max	#	Duty	Exper. Date	Days All'd		Min	Max	Merit	Assign	Employee Name	

Summary for Pay Plan: Fire

Current Payroll																
Fiat 0% Adjustment																
Adjustment To Minimum																
Adjustment To Market																
Adjustment Toward Max																
Adjustment To Step																
OrgExp Adjustment																
Stipends / Supplements																

Total Applied Adjustments																
Proposed Payroll																

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Police
Uniformed Police (Dept Code 600)

Original	Proposed	Class		Grade			Experience		Adjustments						Compa Ratio	Position #	Employee Name																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
		Title	Code	Min	Mkt	Max	#	Duty	Exper. Date	Hire Date	Promotion	Salary	Flat %	Mkt				Step	% Chg																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Summary for Uniformed Police

Current Payroll																					
Flat 0% Adjustment																					
Adjustment To Minimum																					
Adjustment To Market																					
Adjustment Toward Maximum																					
Adjustment To Step																					
OrgExp Adjustment																					
Stipends / Supplements																					

Total Applied Adjustments																					
Proposed Payroll																					

City of Fayetteville, Arkansas Implementation Report

Proposed Pay Plan Police
Uniformed Police (Dept Code 600)

Original Proposed	Class		Grade		Step		FTEF		Hire Date		Promotion		Salary		Flat %		Mkt		Step		% Chg		Compa Ratio		Position #		Employee Name	
	Title	Code	Min	Max	#	Duty	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd	Exper. Date	Days All'd

Summary for Pay Plan: Police

Current Payroll

Flat 0% Adjustment	\$0	\$5,075,627	# Positions	117
Adjustment To Minimum	\$0		# Adjusted To Minimum	0
Adjustment To Market	\$57,705		# Adjusted To Market	42
Adjustment Toward Max	\$76,655		# Adjusted Toward Max	40
Adjustment To Step	\$81,435		# Adjusted To Step	117
OrgExp Adjustment	\$0		# OrgExp Adjustments	0
Stipends / Supplements	\$0		# Assignment	0

Total Applied Adjustments

Proposed Payroll	\$215,795	\$5,291,422	% Change	4.25%
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City of Fayetteville, Arkansas Implementation Report

Summary for City of Fayetteville, Arkansas

Current Payroll	\$9,229,499	# Positions	217
Flat 0% Adjustment	\$0		
Adjustment To Minimum	\$3,054	# Adjusted To Minimum	13
Adjustment Toward Mkt	\$92,320	# Adjusted Toward Market	71
Adjustment Toward Maximum	\$253,312	# Adjusted Toward Maximum	78
Adjustment To Step	\$151,616	# Adjusted To Step	217
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$500,302		
Proposed Payroll	\$9,729,801	% Change in Total Payroll	5.42%
FICA Rate: 7.65			
Proposed Payroll plus FICA	\$10,474,131		

165

Tuesday, September 19,

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

C. 6
2006 Millage Levy
Page 1 of 6

10/3/2006

City Council Meeting Date

Paul A. Becker / Kevin Springer

Submitted By

Finance

Division

Finance

Department

Action Required:

City Council is requested to adopt real and personal property tax rates for 2006 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, and the Fayetteville Public Library. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property, the millage for the Fayetteville Public Library is 1.0 mil for real property and 1.0 mil for personal property. City Council is requested to adopt real and personal property tax rates for 2006 for the City's General Fund. The rate to be adopted for the City's General Fund is 1.3 mils for real property and 1.3 mils for personal property.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

4792

Original Contract Date:

Original Contract Number:

City Attorney

Date

Received in City Clerk's Office

ENTERED

9-16-06

Finance and Internal Service Director

Date

Received in Mayor's Office

ENTERED

9/15/06

Mayor

Date

Comments:



DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Fayetteville City Council

FROM: Paul A. Becker, Director of Finance
Kevin Springer, Budget Manager 

DATE: September 14, 2006

SUBJECT: 2006 Millage Levy

Recommendation:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 1.0 mils for the Fayetteville Public Library, and 1.3 mils for 2007 General Fund operations.

Background:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2006.

The total assessed value of real and personal property located within the city limits of Fayetteville, as of August 7, 2006, is approximately \$1.02 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real estate assessments is approximately 7.43%. The change in assessed real estate value is due to newly discovered, newly constructed property 7.02%.

Discussion:

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library that was approved by the voters on October 1, 2002. The millage levy for the Fayetteville Public Library is 1.0 mils for real property and 1.0 mils on personal property.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 1.3 mils for real property and 1.3 mils on personal property. The levy will maintain the 1.3 mils approved by City Council on November 11, 2005.

The 2007 Proposed Budget will be based on the 1.3 mil levy and is estimated to bring in \$1,257,000 in General Fund revenue. The 2007 Proposed Budget will be distributed to City Council on October 3 and the General Fund portion will be discussed during the month of October in addition to the millage levy. A proposed calendar is shown below:

Tuesday, October 3	City Council Meeting 2007 Proposed Budget distributed
Tuesday, October 10	Agenda Session 2007 Proposed Budget – General Fund Presentation
Tuesday, October 17	City Council Meeting Property Tax Discussion & Approval
Tuesday, October 31	Agenda Session / Special City Council Meeting (If Needed for Property Tax approval)

Budget Impact:

The 0.4 mils Police and 0.4 Fire is needed to fund the Pension plans for both areas. The 1.0 mils is used to fund the operation of the Fayetteville Public Library. The 1.3 mils are used to fund General Fund operations.

Conclusion:

The millage levy must be at Washington County, November 1 to be included in their consolidated levy ordinance which will be approved at the November 9, Quorum Court meeting. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2006.

If you have any questions concerning this agenda request please contact either myself at 575-8330.

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2006 FIXING THE RATE THEREOF AT 1.3 MIL FOR GENERAL FUND – OPERATIONS, 0.4 MILS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MIL FOR THE FAYETTEVILLE CITY LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2006 to be collected in 2007 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund – Operations	1.3 mils
Fayetteville City Library	1.0 mils
Policemen's Pension Fund	0.4 mils
Firemen's Pension Fund	<u>0.4 mils</u>
TOTAL	3.1 mils

Section 2: That the real and personal property tax so levied and the rates provided therefore are hereby certified to the Clerk of Washington County, Arkansas, to be placed in the tax book by the County Clerk and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file certified copies of this ordinance in the office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

City of Fayetteville
Property Tax Revenue per Mil
August 7, 2006

<u>Millage</u>	<u>Approximate Revenue</u>
0.10	\$ 97,000
0.20	\$ 193,000
0.30	\$ 290,000
0.40	\$ 387,000
0.50	\$ 484,000
0.60	\$ 580,000
0.70	\$ 677,000
0.80	\$ 774,000
0.90	\$ 870,000
1.00	\$ 967,000
1.30	\$ 1,257,000
1.50	\$ 1,451,000
2.00	\$ 1,934,000
2.50	\$ 2,418,000
3.00	\$ 2,902,000
3.50	\$ 3,385,000
4.00	\$ 3,869,000
4.50	\$ 4,352,000
5.00	\$ 4,836,000

The millage revenue reflected above is based on the Washington County Preliminary Summary Report of County Assessments for the Year 2006 dated August 7, 2006 and excludes real and personal property for Utilities. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 2006 amount to approximately \$1.01 billion excluding real estate and personal property for utilities.

Property Tax Impact Illustration (Single Family Home)

<u>Appraised Value</u>	<u>Assessed Value</u>	<u>1.0 Mil Tax / Year</u>	<u>1.3 Mil Tax / Year</u>
\$ 75,000.00	\$ 15,000.00	\$ 15.00	\$ 19.50
\$ 100,000.00	\$ 20,000.00	\$ 20.00	\$ 26.00
\$ 150,000.00	\$ 30,000.00	\$ 30.00	\$ 39.00

CITY ATTORNEY AGENDA REQUEST

C. 8
Washington County Quorum Court's
Density Regulations
Page 1 of 2

FOR: COUNCIL MEETING OF OCTOBER 3, 2006

FROM:
KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:
A Resolution to support the Washington County Quorum Court's density regulations for land located within a mile of the Fayetteville City Limits

APPROVED FOR AGENDA: **date: September 20, 2006**

 9-20-06

City Attorney (as to form)

Alderman Lioneld Jordan

Alderman Brenda Thiel

RESOLUTION NO. _____

**A RESOLUTION TO SUPPORT THE WASHINGTON COUNTY
QUORUM COURT'S DENSITY REGULATIONS FOR LAND
LOCATED WITHIN ONE MILE OF FAYETTEVILLE'S CITY LIMITS**

WHEREAS, some developers have begun using decentralized sewer systems in order to build overly dense and inappropriate developments just outside the city limits of Fayetteville and other cities in Washington County; and

WHEREAS, County residents within established large acreage neighborhoods have and will be adversely affected by this urban sprawl development adjoining their homes and farms; and

WHEREAS, only the Washington Quorum Court has the legal authority and power to provide protection for these county residents by reasonably limiting development in unincorporated lands within a mile of the city limits to one house per acre which will be much more compatible with the current rural nature of these lands.

**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 expresses its full support for the efforts of the Washington County Quorum Court to protect its county residents within a mile of the city limits by restricting development to one house per acre.

PASSED and APPROVED this 3rd day of October, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk