AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
February 3, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

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1 **CONSENT AGENDA:** Consideration of items which may be approved be motion, or contracts and leases which can be approved be resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":

A. Minutes of the January 20, regular City Council meeting;

B. A resolution approving a contract with Garver & Garver Engineers for conducting a study of the electrical problems with the airfield lighting system. With FAA funding and grant funding, the cost to the city will be $1,635; **1.01-1.08**

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2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.

A. **PROPERTY ACQUISITION & SALE:** A resolution approving the sale of 20.6 acres located at the southeast quadrant of the intersection of Cato Springs Rd. and Razorback Rd., approving the acquisition of 14.02 acres of land near the City's Happy Hollow Operations Facility, and approval of a budget adjustment recognizing the sale of the land, the acquisition of land, and a commitment for the replacement of current facilities.

This resolution was tabled at the January 20 Council meeting.

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3 **REZONING RZ97-22.10:** An ordinance rezoning 5.61 acres located on the north side of Wedington Dr., west of Rupple Rd. from A-1, Agricultural to R-O, Residential-Office as requested by Lew Steenken on behalf of Shahryar Khajehnajafi.

The Planning Commission voted 5-2-0 to recommend the rezoning.

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4 **REZONING RZ97-23.10:** An ordinance rezoning 3.24 acres located on the north side of Wedington Dr., west of Rupple Rd. from A-1, Agricultural to R-O, Residential-Office as requested by Lew Steenken on behalf of Shahryar Khajehnajafi.

The Planning Commission voted 6-2-0 to recommend the rezoning.

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5 **REZONING RZ98-1:** An ordinance rezoning .29 of an acre located at 1637 N. Leverett Ave. from R-2, Medium Density Residential to C-2, Thoroughfare Commercial, and waiving the LSD fee as requested by Jorgensen & Associates on behalf of Richard Mayes.

The Planning Commission voted 8-0-0 to recommend the rezoning.

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6 **REZONING RZ98-2:** An ordinance rezoning 5.20 acres located north of Wedington Dr., west of Salem Rd. from R-2, Medium Density Residential to R-O, Residential-Office as requested by Kurt Jones on behalf of Sam Rogers.

The Planning Commission voted 6-2-0 to recommend the rezoning.

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7 **EQUIPMENT PURCHASE:** A resolution awarding Bid 97-76 to the lowest qualified bidder, Midwestern Equipment Company, in the amount of $99,651 for the purchase of an oil distributor truck.

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8 **CONSTRUCTION AT AIRPORT:** A resolution approving a contract with Heckathorn Construction Co., Inc. in the amount of $134,698 plus a $20,000 contingency for the replacement of the automatic terminal doors, renovation of the south end terminal restrooms, and construction of the airport entry sign.

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9 **OMI CONTRACT AMENDMENT:** A resolution approving an amendment to the City's agreement with Operations Management International for operation, maintenance, and management of the Wastewater Treatment Facility.

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10 **ATLANTIC COAST AIRLINES:** A resolution supporting the application of Atlantic Coast Airlines for exemption from the high density slot rule to initiate non-stop service from Chicago O'Hare to Fayetteville Drake Field.

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11 **DISCUSSION OF INTERIM CITY CLERK APPOINTMENT**

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12 **DETERMINATION BY LOT OF WHETHER POSITION ONE IN ALL WARDS SHALL BE TWO YEARS OR POSITION TWO IN ALL WARDS SHALL BE TWO YEARS IN THE 1998 GENERAL ELECTION**

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13 **CHANGE TO RULES OF PROCEDURE:** A resolution changing how the agenda is set.

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14 **EXTENSION OF TERMS:** A resolution requesting that any elected official in Fayetteville not accept term extensions.

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15 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

16 **INFORMATIONAL ITEMS:**

A. City Investments **16.01-16.08**

B. PRAB Agenda **16.09-16.26**

VOTING RECORD
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Roll	Consent	
SCHAPER A	-	
DANIEL H	Y	
YOUNG H	Y	
~~ZURCHER~~ A	-	
TRUMBO H	Y	
PETTUS H	Y	
MILLER H	Y	
WILLIAMS H	Y	
MAYOR HANNA	Y	

2A. Property aquisition & Sale Res.

~~SCHAPER~~
DANIEL Y
YOUNG N
Zurcher
~~ZURCHER~~ N
TRUMBO Y
PETTUS Y
MILLER Y
WILLIAMS / Y
MAYOR HANNA

Res.

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		5.65 acres	
3. R297-22.10		Khajehnajafi	
①			
~~SCHAPER~~			
DANIEL			
YOUNG			
Zurcher ~~ZURCHER~~			
TRUMBO			
PETTUS			
MILLER			
WILLIAMS			
MAYOR HANNA			

4. R297-23		Khajehnajafi	
		3.24 acres	
①			
~~SCHAPER~~			
DANIEL			
YOUNG			
Zurcher ~~ZURCHER~~			
TRUMBO			
PETTUS			
MILLER			
WILLIAMS			
MAYOR HANNA			

VOTING RECORD
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5. R2 98-1 mayes

.29 acres

1	TO 2	TO 3	Ord.	waive LSD
~~SCHAPER~~				
DANIEL	Y	Y	Y	Y
YOUNG	Y	Y	Y	Y
ZURCHER	Y	Y	Y	Y
TRUMBO	Y	Y	Y	Y
PETTUS	Y	Y	Y	Y
MILLER	Y	Y	Y	Y
WILLIAMS	Y	Y	Y	Y
MAYOR HANNA				

not included in ord.

ord.

6. R2 98-2 Rogers

5.20 acres

1			
~~SCHAPER~~			
DANIEL			
Young ~~YOUNG~~ Abstain			
ZURCHER			
TRUMBO			
PETTUS			
MILLER			
WILLIAMS			
MAYOR HANNA			

VOTING RECORD
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7. Equipment Purchase — Bid 97-76 oil truck

~~SCHAPER~~	
DANIEL Y	
YOUNG Y	
ZURCHER Y	
TRUMBO Y	
PETTUS Y	
MILLER 1 Y	
WILLIAMS Y	
MAYOR HANNA	

Res

8 Heckathorn contract — airport

~~SCHAPER~~	
DANIEL Y	
YOUNG Y	
ZURCHER 2 Y	
TRUMBO Y	
PETTUS Y	
MILLER Y	
WILLIAMS 1 Y	
MAYOR HANNA	

Res.

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9. OMI Contract Amendment

~~SCHAPER~~		
DANIEL	Y	
YOUNG	Y	
ZURCHER	Y	
TRUMBO	Y	
PETTUS	Y	
MILLER	abstain A	
WILLIAMS	Y	
MAYOR HANNA		

Res.

10. Atlantic Coast Airlines

	To amend strike more	Res. as amend
~~SCHAPER~~		
DANIEL	Y	Y
YOUNG	Y	Y
ZURCHER	No	Y
TRUMBO	Y	Y
PETTUS	Y	Y
MILLER	Y	Y
WILLIAMS	Y	Y
MAYOR HANNA		

VOTING RECORD
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11. Discussion - Interim City Clerk

~~SCHAPER~~ 5 top
DANIEL interview next wed
YOUNG
ZURCHER
TRUMBO
PETTUS
MILLER
WILLIAMS
MAYOR HANNA

12. Lot - Wards

~~SCHAPER~~ position 2
DANIEL
YOUNG
ZURCHER
TRUMBO
PETTUS
MILLER
WILLIAMS
MAYOR HANNA

VOTING RECORD
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13 Change in rules - Agenda Res.

~~SCHAPER~~		
DANIEL		Y
YOUNG	1	Y
ZURCHER		Y
TRUMBO		N
PETTUS	2	Y
MILLER		Y
WILLIAMS		N
MAYOR HANNA		

14. Term Extensions

		New Res		amend		Res.
~~SCHAPER~~						
DANIEL		Y		Y		Y
YOUNG		Y	2	Y		Y
ZURCHER	1	Y	1	Y	1	Y
TRUMBO		N		N		N
PETTUS		Y		Y		Y
MILLER	2	Y		Y	2	Y
WILLIAMS		N		Y		Y
MAYOR HANNA						

FINAL AGENDA INFORMATION
for
Feb. 3, 1998, Council Meeting

Given to you at Agenda Session:

- resolution re Atlantic Coast Airlines (number this 10.01-10.03)
- resolution re agenda procedure (number this 13.01)
- resolution re term extensions (number this 14.01-14.02)
- letter from Municipal League re term extensions (number this 14.03)
- letter from Bobby New (not agenda item)

Attached here:

- Final Agenda
- Minutes of the Jan. 20 meeting
- replacement page 9.02
- Informationals (#16)

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, January 20, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: **Aldermen Kit Williams, Len Schaper, Heather Daniel, Cyrus Young, Randy Zurcher, Trent Trumbo, Donna Pettus, and Stephen Miller; City Attorney Jerry Rose; City Clerk/Treasurer Traci Smith; staff; press; and audience.**

ABSENT: **Mayor Hanna**

Alderman Williams, acting as Assistant Mayor, called the meeting to order with eight aldermen present.

NOMINATIONS FROM THE NOMINATING COMMITTEE

Alderman Daniel moved to nominate Matt Lawrence to the Library Board and Matt Charboneau and O.E. Luttrell to the Parks & Recreation Board.

Alderman Daniel reported that the two nominations to the Parks & Recreation Board were forwarded to the Nominating Committee from the Youth Center Board. It is a requirement that two Youth Center Board members sit on the Parks Board. She stated the Nominating Committee decided to open up the nominations for the remaining Parks Board membership. The one remaining Parks Board position will be advertised for again.

Alderman Pettus seconded the motion.

Alderman Daniel explained that the Fayetteville Housing Authority Board of Commissioners' nomination has not come before the Nominating Committee yet.

Upon roll call, the motion carried on a vote of 8 to 0.

CONSENT AGENDA

Alderman Williams introduced consideration of items which may be approved by motion or contracts and leases which can be approved by resolution and which may be grouped together and approved simultaneously under a consent agenda:

A. Minutes of the January 6 regular City Council meeting;

Alderman Schaper moved the consent agenda. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

OLD BUSINESS

ANNEXATION RZA97-17 & REZONING RZ97-20

Alderman Williams introduced ordinances annexing and rezoning 76.95 acres located north of Mission Blvd. and east of Blue Mesa Drive as submitted by Marc Crandall on behalf of Gary Atha. Request is to annex the property and rezone it from A-1, Agricultural, to R-1, Low Density Residential. These ordinances were left on second reading at the January 6 Council meeting.

Alderman Miller moved to suspend the rules and go to the third reading for the annexation. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the annexation ordinance for the third time.

Alderman Trumbo moved to amend the ordinance to propose that the annexation, at the request of those being annexed, is made expressly contingent upon the success of rezoning application RZ97-20 and should such rezoning be denied, this annexation shall be null and void. Alderman Daniel seconded.

City Attorney Rose confirmed this was proper procedure.

Alderman Trumbo elaborated that this would tie the two ordinances together. If it is not rezoned R-1, the annexation would be null and void. It would not be annexed into the city.

Alderman Williams stated the developer wants this development or he does not want to be annexed.

There were no public comments regarding the amendment.

Alderman Zurcher had concerns about development in the county not being done to City standards.

Upon roll call, the amendment carried on a vote of 7 to 1, with Alderman Zurcher voting no.

Alderman Trumbo disclosed he lives in a subdivision contiguous to this site and that Mr. Cozart has a depository account at Merrill Lynch. He stated City Attorney Rose found no conflict of interest in either of these situations.

Alderman Trumbo moved to suspend the rules and place the rezoning on third reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the rezoning ordinance for the third time.

Marc Crandall spoke on behalf of Gary Atha and went through the history of this annexation and rezoning. In the beginning, the Planning Department's requirements seemed simple and straight forward, that they needed a property map and a written paragraph explaining what is planned for the property and how it fits. When it went to the Planning Commission, more specific questions came up. The Planning Commission forwarded this to the Council recommending annexation and rezoning. The Commission felt the basic requirements had been met. They recognized a lot of money was spent to answer questions regarding sewage, traffic, etc.; and they realized that by annexing and rezoning the property they would have more control over the project. He stated the Council has expressed the same concerns the Planning Commission had. It wasn't until it reached this level that neighbors became involved. In reaction to this, they'd met with the neighbors to answer questions and make clear what is planned. Coming out of that meeting, three problems have been identified.

Mr. Crandall stated one concern is the density of the development. He stated they have offered to give a bill of assurance that this property will be developed to a maximum of 169 lots.

Mr. Crandall stated another concern is with the type of housing. He stated they are willing to give a bill of assurance that the minimum house size required in the covenants will be a 2,000 sq. ft. house.

Mr. Crandall stated the third concern is access. He stated this is a Planning Commission decision at this point, but the developer is willing to bear the cost of putting in the Township extension if that is the access required. He stated they would install the Township extension as part of their development. He stated their engineers have looked at it and met with City engineers and the estimates are close.

Alderman Williams asked if the three bills of assurance--not to exceed 169 units, 2,000 sq. ft. homes, and the expense of building the Township extension--were in writing.

Mr. Crandall replied they are written and signed by Mr. Atha. He was not sure they are legal.

City Attorney Rose stated these are enough to enforce in the sense that if what is given is not forthcoming, the City will take away what it has done in reliance upon those assertions. He stated he would have no problem with Mr. Crandall bringing the proper bills of assurance after the Council votes.

Alderman Pettus asked if the Township extension would meet requirements for ingress, egress, connectivity, and all other issues.

Alett Little responded that the standard the Planning Commission looks for is two ways of ingress/egress. That does not mean there won't be stubouts in other directions; they do expect that to occur.

David Glasser, University of Arkansas Community Design Center, stated he has never met a developer as responsive as this one. The proposal before the Council shows this responsiveness. The participation of the Design Center implies quality of design and integrity of intentions. He noted this annexation does not extend the city as much as fills in a present gap. Annexing and rezoning this will put the City in control and assure a certain quality will be maintained.

Mr. Glasser commented on the alley design. He stated this is about 30% of the scheme. These developers believe there is a serious market for this kind of historic-based community planning. They are attempting to develop a scheme that has nine different neighborhoods; only one has a rear-alley access.

Alett Little stated the City does not have a subdivision formally submitted to it. This has to wait until the zoning is in place. The Planning Commission has not worked on any subdivision layout.

Alderman Zurcher asked what assurances there are that this will be a historic-based development, as mentioned.

Mr. Glasser agreed there is no legal assurance. He stated there would have to be some trust. A lot of the development in this area has been done by people who don't live here. These developers are neighbors. There will be another public meeting when this goes to large scale development. If altered, these people would want to know why. He reiterated the assurances.

Dan Turney, Brookbury Homeowners Association, read excerpts from the Planning Commission minutes regarding a bill of assurance for density, traffic, infrastructure, school capacity, condemnation, justified rezoning, and needed market study. He stated resolutions pertaining to these issues are needed before this development could be allowed. He asked if this development is needed. He stated he'd obtained copies of a quick market study of lots available to build on done by Mr. Crandall. They noticed the numbers for Brookbury Woods did not match up with what was submitted to the Council. He stated they'd asked two realtors to research this. They showed 150 lots available in the surrounding subdivisions. The market analysis submitted to the Council is an exaggeration of 400%. He questioned whether the infrastructure could support all the subdivisions when completed.

Mr. Turney stated that by petition submitted to Alderman Trumbo, they are opposed to the annexation and rezoning and are adamantly against any development at this time being proposed through Brookbury Crossing.

David Mix, real estate broker and resident of Brookbury Woods, presented facts concerning Mrs. Brown's 20-acre tract and the adjoining Terminella property. He stated Brookbury and Savanna rank as the fastest growing subdivisions and have cul-de-sac popularity. The market dictates this is the type of housing needed and wanted. The residents of Brookbury Woods have thought that Brookbury Crossing was stubbed out to Mrs. Brown's 20-acre tract as a final phase. The increased traffic flow will automatically cut through Brookbury Woods. The main street is not designed to safely carry the additional traffic. He stated he'd given the Council pictures that show the entry and exit are designed for safety and beauty. Residents walk, ride bikes, and play throughout the subdivision. It is not designed for road tractors and heavy machinery needed to put the new subdivision in. If access is condemned through Brookbury, the new development will use it to go to the mall, Springdale, restaurants and shopping to the north, and Locomotion and to return. Brookbury residents will have no need to go through the new development at all. This is not connectivity. Skillern Road will need to be widened, curbed, and guttered to handle drainage and traffic. Access to Skillern will only increase the traffic on Old Wire and Highway 265. With increased traffic, property values in Brookbury Woods will decline. The developer has said he is willing to put money towards the Brookbury condemnation as an alternative route to extend Township. Mr. Mix encouraged the City to take advantage of this offer. He stated if Mrs. Brown's property and the Terminella property is condemned, it also condemns Brookbury Crossing. The public's demand for this type of neighborhood will mean nothing. Mr. Mix asked the Council to recommend to the Planning Commission the developer's new proposal.

Richard Greene spoke on behalf of a number of Savanna property owners. He stated they have infrastructure concerns which would be addressed at large scale development but need to be considered now. This property in question just came for sale a couple of years ago and was bought at an expensive price. The existing subdivisions raised its value. Its highest and best use must be realized to recoup the investment. As long as the infrastructure problems are taken care of responsibly, most of the Savanna residents would not have a problem if the subdivision were compatible and at least a look-a-like to what the other three subdivisions are. In addition to the infrastructure questions, there is a question of size and density. Savanna has lots of .79 acres. Brookbury has half-acre lots. The proposed annexation will have .4-acre lots. He stated the cost of the Township extension will come from an increased number of lots. Adjacent property owners are concerned about the design of the subdivision. This design would fit wonderfully in an inner-city or central-city setting. He asked why this would be put on the fringe of the city, contributing to urban sprawl. He compared this to Har-Ber Meadows in Springdale, which has been discontinued in its original concept. He stated there are 150 lots available within one mile of this annexation/rezoning. Each subdivision except Savanna and Boardwalk has only one entrance. There are 202 houses for sale in the northeast quadrant of the city, 40% of all houses for sale in the city. The average marketing days is about 184. The question is do we need 162 more building lots. We need to give ourselves time to catch up the infrastructure.

Alderman Schaper stated this is no longer the fringe of town. There is commercial infrastructure within half a mile of this neighborhood. The school system is building a school a thousand feet from the development. He stated he has come to favor this annexation.

Mr. Greene stated he and the property owners of Savanna are going on record as being against the annexation and against the development of the property as proposed, primarily to maintain property values.

Jill Salazar, Brookbury Woods, stated many people are relocating here because of the great schools, great community, and good economy. She stated property values are an issue in relocating. There is low crime, the University, and a lot of energy here. She stated she is concerned with sprawling. She would like to avoid empty subdivisions, which have a detrimental effect on everyone's property. She stated the schools in the area are bordering on capacity now. If growth is not managed, our schools will be rezoned so often our children will not know what school they really go to. She stated she would like to see the offer to develop and extend Township in writing. She referred to a City street department traffic projection done on Skillern Road in 1997. It shows 3,035 trips on Skillern alone every 24 hours. Savanna and Brookbury add another 1,066 trips. Splitting the trips generated by the new development in half would add 826 trips, if another access would be Brookbury; and there is a blind spot when you pull out of Brookbury to the right.

Alderman Williams stated he does not think the City Council is seriously considering sending the traffic through Brookbury at this point in time. The Council is well aware of the situation.

Alderman Trumbo stated the school district is entertaining building the middle schools to absorb the capacity and allow kids already enrolled to continue to stay in those schools. If they have to redistrict the lines, they will do that at a later date.

Alderman Williams stated Dr. New, Superintendent, has appeared before the City Council and said that with the passage of the most recent millage and after building the two middle schools, we will be ahead. The school board is doing their job and the Council needs to consider just what the City needs to do.

Ms. Salazar stated storm runoff is a concern. Building on more land means fewer places for water to go.

Alderman Williams responded that the new drainage ordinances should prevent a problem.

A resident of Brookbury Woods discussed the implications of this development on the City's sewer system. The once-ample infrastructure has reached its limits. The sewage system is nearing capacity. It takes huge sums of money and many years to expand capacity. The City has acknowledged the impending capacity shortfall. Citizens voted nearly 2 to 1 against expansion. Approving all development creates future liability for taxpayers. He implored the Council to heed the will of the citizens and reject this development as unnecessary extension of scarce resources.

Alderman Zurcher agreed the sewage system cannot take a whole lot more. Regarding streets and the added burden, he stated cul-de-sacs have created a lot of the bottle necks.

Alderman Schaper noted that Highway 265 will be widened, which will substantially reduce congestion.

Alderman Trumbo stated that last year there was less flow to the plant caused by new hook-ups as opposed to the decrease in inflow through our infiltration system because of on-going rehabilitation.

Dan Bennett, Ward 3 resident, encouraged the Council to pass the subdivision. He is convinced it follows the letter and spirit of the 2020 Plan. It forces community activity onto the sidewalks by narrowing the streets and slowing traffic down and putting people in front of their houses instead of isolated in backyards. He stated this design has been particularly successful in the South.

Allen Crouch, of Brookbury Woods and representing owners there, stated many issues have been raised and not answered. There is a need for clarity of what is going to go in there. Things need to be put in writing. He stated the Brookbury homeowners are opposed to this annexation at this time.

Alderman Williams stated the three bills of assurance offered are more than usually ever heard by the Council. A lot more questions than usual have been answered at this point.

Max Brown, representing Josephine Brown, stated Ms. Brown is not opposed to this annexation, but she will not sell and does not want a street cut across her land. This land has been in her family since the 1860s. She wants her property left as is.

Alderman Williams stated one more speaker would be heard before returning the discussion to the Council.

Joshua Brown, adjacent property owner, stated there may be more pluses than minuses concerning this development. He made a public appeal for the Council to make trails and pathways to connect this development and others to the schools and commercial centers.

Alderman Young asked if there are any other large annexations coming through.

Alett Little, Planning Director, stated there are two separate annexations, one with 200 acres on the west side of town and possibly as much as 75 acres on the east side of town off Highway 45.

Alderman Young asked if there would be stream studies someday.

Kevin Crosson, Public Works Director, stated they should be ready for the Water & Sewer Committee to discuss by the end of this month.

Alderman Daniel reminded the Council the Planning Commission voted 7 to 0 in favor of the annexation and rezoning. She stated she has confidence they will look at this closely.

Alderman Miller stated one argument that does not hold water with him is people worried about smaller houses next to theirs. He agreed there are a couple problems with the infrastructure. He does not believe this subdivision will be involved in a sewer lift station; it is a straight shot to the plant. He granted there is a problem with sewer capacity. The main problem is getting it to the plant. People on Highway 45 often have trouble with water pressure. The City will put a water tank out there this year to alleviate that problem. Ingress and egress is another problem. This Council believes in connectivity. The offer to connect to Township is a huge expense for the developer.

Alderman Trumbo stated the City has not done a growth study, something that may need to be looked into doing. He stated he does not consider this urban sprawl. He would favor having City control over development here. He appreciated the developer involving the University in this.

Alderman Zurcher stated he has worked with Mr. Glasser and has faith in his style of city planning. He stated the present subdivisions place an unneeded burden on the infrastructure. We may not need more housing in the city now, but this is a good example of how to do a subdivision compared to what could go in there otherwise. He, too, appreciated the developer's effort to do something good on the edge of town.

Alderman Pettus stated her main objection regarding connectivity has been answered by the developer. It is hard to turn down the Township extension.

Alderman Williams was also influenced by the response of the developer to the City. He stated he'd been opposed to using City money to provide a connection for a developer to develop his property. The cheapest way, through Brookbury, would not be satisfactory. Extending Township can help the current situation. He stated it is open to dispute whether this annexation is needed. The bills of assurance answered some of the citizens' concerns. He stated this is good for Fayetteville as it closes up the borders but does not extend them. With the Township extension, it provides good connectivity, access to a City park, and better access to the school.

Alderman Schaper stated property values are more influenced by the current soft market than any subdivision. In this case, no traffic will be routed through any adjacent subdivisions. Given the design principles embodied and the fact that it squares up the city, he would vote for it.

Alderman Daniel stated the deciding factor for her was the offer to extend Township.

Alderman Trumbo stated he would ask the Mayor to appoint him to a committee to look at the cost of a third-party growth study and capacity of the wastewater treatment plant.

Alderman Young stated what he's heard from citizens is they want a subdivision similar to theirs. He suspects the decline in acreage is due to land costs. Everything else is about the same. He stated the Planning Commission would be very aware of citizen interest in this and the developer should be, too.

Alderman Williams called for the vote on the annexation.

Upon roll call, RZA97-17 passed on a vote of 8 to 0.

ORDINANCE 4073 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Williams called for the vote on the rezoning.

Upon roll call, RZ97-20 passed on a vote of 8 to 0.

ORDINANCE 4074 AS RECORDED IN THE CITY CLERK'S OFFICE.

<u>ANNEXATION RZA97-24 AND REZONING RZ97-25</u>

Alderman Williams introduced ordinances annexing and rezoning 1.68 acres located at 4015 East Huntsville Road as submitted by William Greenhaw on behalf of Wanda Sims. Request is to annex the property and rezone it from A-1, Agricultural, to R-1, Low Density Residential. These ordinances were left on second reading at the January 6 Council meeting.

Alderman Schaper moved to suspend the rules and go to the third and final reading of the annexation. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7 to 0, with Alderman Trumbo absent for the vote.

City Attorney Rose read RZA97-24 for the third time.

Mr. Greenhaw, petitioner, stated this property is a little more than an acre and a half that was left out of the annexation of other property. The land around this property is in the city and is zoned R-1. This proposal is to make this property consistent with what the owner already has and consistent with neighboring properties: All adjoining property owners have been notified. No one appeared in opposition at the Planning Commission and he has not been contacted regarding any opposition. It was approved unanimously at the Planning Commission.

There were no comments from the audience.

Alderman Daniel moved the annexation. Upon roll call, the motion carried on a vote of 8 to 0.

ORDINANCE 4075 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Miller moved to suspend the rules and go to the third reading of the rezoning. Alderman Schaper seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read RZ97-25 for the third time.

There being no comments, Alderman Williams called for the vote.

Upon roll call, the ordinance passed on a vote of 8 to 0.

ORDINANCE 4076 AS RECORDED IN THE CITY CLERK'S OFFICE.

ALDERMEN/STAGGERED TERMS

Alderman Williams introduced an ordinance providing a method to stagger the four-year aldermanic terms required by statute when a Mayor-Council city reaches a population of 50,000 or more. This ordinance was left on second reading at the January 6 council meeting.

Alderman Zurcher moved to suspend the rules and go to the third reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alderman Zurcher proposed an amendment on behalf of Jim Bemis. He stated the amendment was in a handout.

Alderman Zurcher moved to make the following amendment, the last whereas statement, "Whereas it is in the best interest of democracy that the qualified electors of the City of Fayetteville

decide which ward position shall be for two years and which ward position shall be for four years" and in Section 3, "The determination of whether position one in all wards shall be four years or position two in all wards shall be four years shall be made by the qualified electors of the City of Fayetteville at the 1998 general election which shall be placed on the ballot in substantially the following form:. . . "

Alderman Zurcher stated it goes on to give the voters a choice.

Alderman Trumbo seconded the motion.

Alderman Schaper stated that according to this, the determination would apply city wide. He thought it would apply on a ward by ward basis.

Alderman Williams thought this would be confusing to the voters. He stated people ought to know whether the candidate is running for a two-year or four-year term. Normally, this is decided by the governing body or by lot. He favored the original proposal, which would decide by lot.

Alderman Schaper thought it would be simple from the point of view of the voter in the individual ward. The problem with specifying it in advance is that the cost of a campaign makes a two-year term unattractive.

Alderman Miller stated he would rather go into the election knowing how long his term would be.

Alderman Pettus stated this is for just one election. She stated she spent a lot of money on her campaign because she had three opponents and a big ward. This was for a two-year term, so she is not worried about people being willing to run for a two-year term. She felt Mr. Bemis's suggestion has merit. She stated she does not have a problem not knowing how long her term would be.

Alderman Young thought this would take the focus off the candidates.

Jim Bemis, author of the proposed amendment, stated he does not like the idea of flipping coins. The concept is contrary to what it ought to be. He suggested the more democratic way is to vote on it. He stated he would like to see this discussed in public.

Alderman Schaper stated the issue is, if this ordinance is passed, do we determine at the next meeting which position is two years and which is four years or do we let the voters determine this.

Alderman Zurcher stated this adds an extra step of competition. This is a one-time deal and we have the resources to explain it to the voters.

Alderman Williams reiterated this would cause confusion and is a simple decision for the Council to make.

Alderman Daniel stated she would want to know what her term would be. Ballots need to be kept simple.

Alderman Trumbo stated that in principle he would like for the voters to decide, but with personal and professional considerations, he would want to know whether he was running for two or four years, in order to plan ahead.

City Attorney Rose read the amendment, which adds: "Whereas it is in the best interest of democracy that the qualified electors of the City of Fayetteville decide which ward position in their ward shall be for two years and which ward position in their ward shall be for four years." Section 3 of the original ordinance has been eliminated. The new Section 3 in the amendment will now read: "The determination of whether position one in each ward shall be four years or position two in each ward shall be four years shall be made by the qualified electors of the City of Fayetteville in each ward at the 1998 general election, which shall be placed on the ballot in substantially the following form: Vote on the position in your ward that you prefer to receive the four year term by placing an X in the square opposite the position, either ward position one or ward position two: I vote for ward position one in this ward to receive a four-year term. I vote for ward position two in this ward to receive a four-year term."

Alderman Williams called for the vote on the amendment.

Upon roll call, the amendment failed on a vote of 3 to 5, with Aldermen Williams, Daniel, Young, Trumbo, and Miller voting no.

Alderman Williams stated the Council is now considering the second drafted ordinance, which says this will be decided by lot at the next Council meeting, one position will be two years and one will be four years city wide.

Alderman Williams called for the vote.

Upon roll call, the ordinance passed on a vote of 8 to 0.

ORDINANCE 4077 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

CURBSIDE BIN RECYCLING

Alderman Williams introduced a resolution approving a proposal to change the method in which recyclable materials are collected in the residential sector.

Alderman Miller explained that the City is committed to recycling. We have a successful blue-bag program. Fulton Sanitation, who takes the blue bags, is going to quit on us sometime this summer. We will no longer do blue bags. Many other systems were looked at. There have been several meetings and a public hearing about this. Buying the trucks for this program is in the CIP. This passed the Environmental Concerns Committee unanimously. We are trying to make the bins just as easy to use as the blue bags. All recyclables will go into the bins and will be sorted at curbside. An advantage is that the recycling streams are very pure and clean, which is what buyers look for. This has worked well in other cities. It is efficient and not as expensive as running a picking line.

Alderman Schaper reminded the Council they'd discussed doing mixed paper.

Alderman Zurcher stated that according to material about the truck in the CIP, it can separate up to 15 items. He asked what the chances are of taking all those things on a regular basis.

Alderman Miller stated he had a concern about the size of the bin for paper in the truck being too small.

Cheryl Zotti, Environmental Affairs Administrator, stated the City currently does not collect mixed paper. This will be added to the list of what will be collected, which will please a lot of people. The truck has been modified to accommodate that. We will ask citizens to keep this separated in their bin.

Alderman Young asked about newspaper inserts and was told anything that comes with the newspaper can be put in with newspapers.

Alderman Schaper asked what the plan for educating the public is.

Zotti replied there will be videos. The City will work with the Four-County District, which this year will complete a school curriculum, part of which will be specifically for Fayetteville. The City will also go into classrooms. There will be civic group presentations. Channel 3 will be used.

Alderman Miller stated the process is pretty much unchanged, just moved from bags to bins.

Alderman Trumbo stated the bins will have lids. Households will have one bin and it will have rollers.

Kevin Crosson, Public Works Director, stated this is a two-pronged proposal. The second part is for the Council to make a decision whether to increase rates to pay for the new program or to go to volume based rates.

Alderman Miller stated the Environmental Concerns Committee would have a recommendation after its next meeting.

Anne Murphy, Friends for Fayetteville, stated they are excited about this. She encouraged the public education to be as proactive as possible. She asked the Council to consider any plan incomplete that does not include commercial recycling.

Crosson explained what the City is doing for commercial recycling.

Alderman Miller moved the resolution. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RESOLUTION 9-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

<u>CONSTRUCTION MATERIALS</u>

Alderman Williams introduced a resolution awarding bids for construction materials utilized by various City departments.

Kevin Crosson, Public Works Director, stated this is basically our annual purchase of bulk materials for the asphalt overlay program.

Randy Allen, Street Maintenance Superintendent, stated approximately 20,000 tons of asphalt would be used. This is a factor of the number of streets overlaid. The larger streets would have lane striping, turn lanes, arrows, railroad crossings, and ADA curb ramps. The 1998 list has not been done yet. This bid goes out every year to give the flexibility to move money between different types of construction materials. Our goal is to try to pave as many streets as possible.

Alderman Williams moved the resolution. Alderman Young seconded. Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 10-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

PROPERTY ACQUISITION & SALE

Alderman Williams introduced a resolution approving the sale of 20.6 acres located at the southeast quadrant of the intersection of Cato Springs Rd. and Razorback Rd., approving the acquisition of 14.02 acres of land near the City's Happy Hollow operations facility, and approval of a budget adjustment recognizing the sale of the land, the acquisition of land, and a commitment for the replacement of current facilities.

City Attorney Rose stated there are a couple of minor changes in the offer and acceptance contract. In paragraph 11, March 12, 1997, has been changed to May 15, 1998. Paragraph 15 will now read 10 months from May 15, 1998. In paragraph 19, the closing date will change from April 12, 1998, to May 29, 1998.

Alderman Miller stated Arkansas State Code 14-54-302 states the Mayor and City Clerk will enter into a contract to sell or lease property and a majority of the Council must okay it. Bids are not required under State law, Attorney General opinion 96-251.

Ben Mayes, Administrative Services Director, stated the City was approached by Mark Brewer on behalf of D. J. Hammond and Associates of Texas to acquire this 20.6 acres. We negotiated a bit on the price. They offered $1.1 million for the 20.6 acres contingent on their ability to obtain an R-2 rezoning, which is spelled out in the contract, for 162 units. Staff felt this was significant enough to bring to the Council.

Mayes stated we need to consider that the Children's House facility is on this 20.6 acres. There are also City facilities that house our water and sewer operations and our meter operations. It had been staff's intent to look at moving our water and sewer operations to our Happy Hollow facility. We had $1.4 million in our CIP to build a new facility there in 2001. If this property is sold, additional property would have to be acquired to facilitate the relocation of the water and sewer and meter operations facility. On that property is an existing metal building which will need to be remodeled. We will need to build an additional 5,000 sq. ft. building just to keep even. There are three owners of this property.

Mayes stated a budget adjustment is asked for to allow the City to make offers on the land. Appraisals have been prepared on the three tracts of property adjacent to the Happy Hollow facility. Considering the cost of relocating Children's House, relocating water and sewer, buying the property that is needed, this sale is about a wash. The City would come out a little ahead. When staff comes to Council to replace our facilities, we will take this money plus add additional funds to expand our water and sewer and meter operations, which is something intended and that needs to be done now.

Mayes stated an ad was taken out in the paper to see if there are any other potential buyers. He has heard from two adjacent property owners. One endorses it and the other's property is currently listed more per acre than this sale.

A representative of Children's House stated they are not opposed to relocation with the commitment of the City to replace the building. It opens up opportunity for expansion at a less secluded site. She stated they hoped to be centrally located. A primary concern is disruption of services. This is not just a child care issue. It is an issue of safety for children.

Kevin Crosson, Public Works Director, stated that from a water and sewer standpoint the recommendation is to move forward with the acquisitions on Happy Hollow, regardless of what is done on the sale, to begin relocating.

Alderman Schaper stated section 19 states, ". . .funding of the purchase price shall not occur until Seller has vacated the property. . ." We have to replace these facilities before we receive money. He asked how this would be funded.

Mayes replied the money would probably be put in an escrow account. They are not willing to release the funds ten months ahead of receiving the property. This property is currently held in the water and sewer fund. We would expend the money out of our fund balance and then be reimbursed at the end of the contract.

Crosson added this would only replace what is there and we will be looking at expanding those facilities, so we probably will be looking at some budget adjustments because we are taking this opportunity now instead of in 2002.

Mayes stated the City of Fayetteville owns the Children's House facility. It was built with community development block grant funds. The City's community development block grant coordinator is aware of the sale and has said there are no strings attached from HUD's point of view. We know we will not sell the property unless we replace Children's House and make them whole. One location that has been discussed is a rock house on Highway 265 with approximately 2 acres. One-half acre is required for right of way. Other locations would be looked at. He stated it is D.

J. Hammond's desire to get access to portions of the property before the ten months. We may allow them to do that. In return, they may be willing to give us an additional month or two for relocation. This would be after closing.

Mark Brewer, representing D. J. Hammond & Associates, stated this will be a facility with 9.5' ceilings, lots of crown, fireplaces, swimming pools, volley ball courts, tether ball courts, and garages. There will be a great amount of greenspace, walking paths, and as much preserved foliage as possible. They are looking for the entrance into Fayetteville. It is important to the company to have the Razorback Road address. Hopefully, these units will be tied into the University's mainframe for student use. He stated there could be from 162 to 175 or up towards 200 units. Not knowing what the rents would be, he guessed one-bedroom units would rent for around $450 and three-bedroom units would be around $650-$700. They are high-end units geared for students.

Alderman Williams stated this would be a good entryway for Fayetteville and a way to assure it will not be commercial.

Alderman Young disagreed that the price is right for the City. When the highway opens up, the land will be worth a lot more than $5,000 an acre.

Mr. Brewer stated the adjacent landowner, whose land is listed higher, has it valued higher than it appraised at.

Mayes stated the City had an appraisal done to determine the value. When it came back at $855,000 and the offer was more than that, it was worth carrying forward to Council. We don't have to sell the land. It has always been our intent to relocate the facilities there. The R-2 zoning for approximately 162 seemed attractive, a down zoning from what the property currently is and maybe slightly less than what it is in the Master Land Plan. The recent study done by the University said there is need for more student housing on the south side of Fayetteville.

Alderman Zurcher stated the public interest is not based on the bottom line. He does not see a need for 162 units of up-scale student housing.

Alderman Williams stated this would be good for Ward 1, where a better mix of property is needed. This way a developer would spend the money to beautify an entryway and ensure it not be a commercial area. We will still have to relocate our shop.

Alderman Schaper agreed. This is a golden opportunity to relocate our shops and Children's House and do some redevelopment.

Alderman Pettus asked if the analysis took into consideration future highway development, etc.

Mayes could not answer this. He stated it looks at highest and best use and considered commercial development. He stated they are aware of the future highway plans but he did not know if it was considered. He stated this was not meant to be rushed through. It was held until the agenda session to give time to inform Children's House and City employees.

Alderman Williams asked Mr. Brewer if tabling this for two weeks would cause any problems.

Mr. Brewer stated two weeks would not be a problem but they are looking at the spring of 1999 school year and any delay brings weather concerns regarding construction.

Alderman Trumbo thought another appraisal for comparison purposes would be a worthwhile expense. He thought in the final analysis it is a win-win situation for the City.

Alderman Daniel moved to table this to the next meeting. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 8 to 0.

NEW STEP RATES

Alderman Williams introduced a resolution adopting new step rates for civil service, fire, and police pay ranges as recommended by staff effective with 1998 payroll No. 2 beginning December 29, 1997.

Ben Mayes, Administrative Services Director, reminded the Council that a pay plan was presented to the Council in December, 1997. It was passed for non-civil service. The Council asked staff to go back and adjust the calculation and revise the surveys to Step G based compensation. The result of the surveys were included in the agenda packet.

Mark Stevens, President of the Fayetteville Firefighters Association, stated they are prepared to accept the 5%, 2% and 1% increases should the Council go with that survey.

Alderman Miller noted that the original was 5%, 3%, and 5%. The police officers go from 3%, 3%, 4%, and 3% to 3%, 1%, 2%, and 2%.

Alderman Millerw wondered why the firefighters are willing to accept the lower pay. He stated going back to the first survey would lock us into the 20-year top out and never using the G rate again.

Mr. Stevens stated their problem with the longevity was the way it was implemented. Most departments get their longevity no matter what the rank. In our department, a person collecting longevity could get promoted and no longer collect it until they top out and are ten years plus in that rank.

Alderman Miller stated the City could be looking at two different ways of evaluating the police and firefighters.

Alderman Williams asked if the firefighters were prepared to accept the first survey, which he understood was more objective and easier to complete and so more accurate.

Mr. Stevens asked about changing the policy on how longevity is distributed, instead of going time and rank, going time with the City. It is the same amount; the difference is when you can collect it.

Alderman Schaper stated this is a separate issue and not on the table. It needs more study.

Mr. Stevens stated if the Council did go with the first one, they would like to discuss how the longevity is implemented.

Alderman Trumbo suggested a compromise between the two surveys, keeping the firefighter increase at 5%; the fire captain at 3%; the battalion chief at 3%; police officer at 3%; police sergeant at 3%; and police lieutenant at 4%.

Kevin Crosson, Public Works Director, stated he represents 350 other employees who would like to negotiate up their percentages as well. We are talking about making a level playing field, using a factually-based survey.

Alderman Williams stated if he voted to put the first way in, he would not want to change it or have it challenged every two years. We need to settle on a fair system.

Alderman Zurcher supported going with the new.

Alderman Miller stated the problem with that is we evaluate our non-civil service people one way and civil service people another way.

Mayes stated this is not necessarily correct. Civil service are the only ones on a step and grade scale. Others are on a merit system. The original way is the simplest. This way is probably more accurate but takes more time. Both are fair and factual.

Alderman Trumbo moved to go with his compromise, which changes battalion chief to 3%.

There was no second.

Mr. Stevens stated the second survey excluded more than just the longevity.

Alderman Williams stated getting more in depth gets more complicated. He favored the objective and simpler test, which was the old plan.

Stevens reiterated they are willing to accept the second survey, since it was done.

Alderman Young asked if what the Council accepts will be it, or will staff come up with something else two years from now.

Alderman Williams hoped it would be resolved.

Alderman Schaper stated the reason we do these surveys is to be fact based. We should stick with one version.

Stevens stated they didn't know the method had changed until it was done. It would have been better to have known when the process was started and then understood the reason for it or some common ground reached.

Mayes apologized for not disclosing this more fully. He stated they had said if the survey was done, they expected the rates to stay the same or go down slightly, as it happened.

Alderman Williams stated the police officers did not come before the Council and ask for the survey to be redone. He would be hard pressed to vote to reduce the pay increases the initial survey found for the police, especially since he feels that was the most fair way to determine the pay scale.

Alderman Young moved to accept the newest plan. Alderman Zurcher seconded.

Alderman Schaper asked for the net annual financial impact of the difference between these two.

Mayes stated they did not re-run the numbers. They had run the numbers based on the original survey, which was included in the budget that was passed. Then they re-ran the numbers to see what the impact was if we used Step G and had not redone the survey. They decided the way to fund that was to delay all hiring in the general fund by two months. That is what is being enforced now. This is budgeted. The first one is in the budget and the second one is less than that. Mayes did not know the exact figure but said it is less than $100,000.

Alderman Zurcher stated he'd thought the Council had decided in voting for the second survey that way was the more thorough and fair way.

Mickey Jackson, Fire Chief, stated the motion bothered him because of the effect it has on the police department. They are innocent victims of something done solely for and at the request of fire department employees.

Don Bailey, Personnel Director, stated either method would be judged practical and fair by any compensation company. It is the end objective that is important. The initial survey looks at other forms of compensation besides base pay. That is why it is higher, particularly in the higher ranks. He stated the first method is the more objective method because of the widely differing ways fire pay is presented; it better recognizes the complete compensation package out there. The second survey can be done. The real concern is to be consistent.

There were no comments from the public.

Alderman Williams stated the motion is to accept the newer pay ranges found in the second survey.

Upon roll call, the motion failed on a vote of 1 to 7, with Alderman Young voting yes.

Alderman Williams moved to adopt the original pay plan. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RESOLUTION 11-98 RECORDED IN THE CITY CLERK'S OFFICE.

ANNOUNCEMENTS & ADJOURNMENT

Alderman Miller announced an Environmental Concerns Committee meeting.

Alderman Schaper asked about the hillside ordinance revisions.

Alderman Williams stated the Council needs to look at redistricting of the wards. They would discuss this after the next agenda session.

Ben Mayes announced a change in the Town Center meeting date to February 4.

Alderman Williams adjourned the meeting at 10:40 p.m.

9.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Water and Sewer Committee

THRU: Fred Hanna, Mayor

FROM: Kevin Crosson, Public Works Director KDC

DATE: November 24, 1997

SUBJECT: **Wastewater Treatment Plant Contract**
Operations Management International (OMI)

Our current contract with Operations Management International (OMI) for the operations and management of our wastewater treatment plant contains a provision for yearly negotiation of the base fee for services provided. OMI has requested to increase the base fee from the current amount of $~~3,041,251~~ 3,017,557 to $3,271,051 per year.

I have attached a memorandum from Billy Ammons, Plant Manager (OMI), which includes amendment 3 detailing the requested increase. In summary, the largest portion of the proposed increase results from increased cost of chemicals for odor control purposes. To achieve the level of odor reduction that has been reached this year, OMI has used larger quantities of chemicals than what was expected when installing the odor scrubber. The results of using increased levels of chemicals has produced notable results. The odor has been significantly reduced and the number of odor complaints from residents living in the vicinity of the Plant has decreased drastically.

Operational costs are segregated into three categories in our contract, as detailed in Appendix J of the contract. Amendment 3, as proposed, will revise Appendix J which details the amount of increase by each category. As noted in the revised Appendix J, direct costs will increase significantly as a result of increased chemical costs, labor costs will increase 2.8%, and the cost of electricity will increase. Increased electricity costs result from increased organic loading of the plant, use of additional equipment and expected rate increases from the power company.

This item will be presented at the next scheduled meeting of the Water and Sewer Committee. You should find, attached, a copy of the request for an increase in the base fee of the contract, amendment number 3, and our current contract. Should you have questions prior to your meeting, please contact me at your convenience. Thank you.

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	January 15, 1998
Investment Offered	$860,000.00 ($885,000.00 if T-Bill)
Maturity Date Requested	July 16, 1998
Number of Days	182 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	01/15/98	01/15/98	01/15/98	01/15/98
MATURITY DATE	07/16/98	07/16/98	07/16/98	07/16/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.350	No bid	5.000
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		23,524.92		21,969.66
CD EFFECTIVE YIELD		5.486		5.123
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014222

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LOGGED OFF COMPUTER ______ BY ______

Burt Brown 1-15-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

16.02

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	January 15, 1998
Investment Offered	$860,000.00 ($885,000.00 if T-Bill)
Maturity Date Requested	July 16, 1998
Number of Days	182 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/15/98	01/15/98	01/15/98	01/15/98
MATURITY DATE	07/16/98	07/16/98	07/16/98	07/16/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No bid	No Bid	No bid	No bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014222

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Buddy Swain 1-15-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	January 15, 1998
Investment Offered	$500,000.00 (525,000.00 if T-Bill)
Maturity Date Requested	December 10, 1998
Number of Days	329 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	01/15/98	01/15/98	01/15/98	01/15/98
MATURITY DATE	12/10/98	12/10/98	12/10/98	12/10/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	329	329	329	329
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.600	No bid	5.350
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		26,192.35		24,996.97
CD EFFECTIVE YIELD		5.812		5.546
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014223

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Buddy Brown 1-15-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

16.04

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	January 15, 1998
Investment Offered	$500,000.00 (525,000.00 if T-Bill)
Maturity Date Requested	December 10, 1998
Number of Days	329 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/15/98	01/15/98	01/15/98	01/15/98
MATURITY DATE	12/10/98	12/10/98	12/10/98	12/10/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	329	329	329	329
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	No Bid	No bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014223

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Brian Brown 1-15-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	January 22, 1998	
Investment Offered	$730,000.00	(770,000.00 if T-Bill)
Maturity Date Requested	January 7, 1999	
Number of Days	350 Days	

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	01/22/98	01/22/98	01/22/98	01/22/98
MATURITY DATE	01/07/99	01/07/99	01/07/99	01/07/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	350	350	350	350
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.480	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		39,854.11		
CD EFFECTIVE YIELD		5.693		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014192

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BLM

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

16.06

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date January 22, 1998

Investment Offered $730,000.00 (770,000.00 if T-Bill)

Maturity Date Requested January 7, 1999

Number of Days 350 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/22/98	01/22/98	01/22/98	01/22/98
MATURITY DATE	01/07/99	01/07/99	01/07/99	01/07/99
DISCOUNT OR COUPON RATE	4.950	4.950		
YIELD	5.210	5.208		
DAYS BID	350	350	350	350
T-BILL BIDS				
CALCULATED YIELD	5.272	5.272		
FACE VALUE	770,000.00	770,000.00		
BOOK VALUE	732,943.90	732,943.75		
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	37,056.10	37,056.25		
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID			No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD	5.272	5.272		
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014192

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BR

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	January 22, 1998
Investment Offered	$500,000.00 ($510,000.00 if T-Bill)
Maturity Date Requested	July 2, 1998
Number of Days	161 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	01/22/98	01/22/98	01/22/98	01/22/98
MATURITY DATE	07/02/98	07/02/98	07/02/98	07/02/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	161	161	161	161
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.200	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		11,738.33		
CD EFFECTIVE YIELD		5.322		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014191

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LOGGED OFF COMPUTER ____________ BY ____________

Ben

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

16.08

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	January 22, 1998
Investment Offered	$500,000.00 ($510,000.00 if T-Bill)
Maturity Date Requested	July 2, 1998
Number of Days	161 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	01/22/98	01/22/98	01/22/98	01/22/98
MATURITY DATE	07/02/98	07/02/98	07/02/98	07/02/98
DISCOUNT OR COUPON RATE	4.980	4.930		
YIELD	5.130	5.111		
DAYS BID	161	161	161	161
T-BILL BIDS				
CALCULATED YIELD	5.129	5.112		
FACE VALUE	510,000.00	510,000.00		
BOOK VALUE	498,716.45	498,754.50		
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	11,283.55	11,245.50		
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID			No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD	5.129	5.111		
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6014191

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BRM

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: PARKS AND RECREATION ADVISORY BOARD

FROM: PARKS AND RECREATION DIVISION

DATE: January 26, 1998

SUBJECT: PRAB MEETING ON MONDAY, February 2, 1998, AT 5:30 PM IN ROOM 219 OF THE CITY ADMINISTRATION BUILDING

I. Approval of PRAB Minutes - January 5, 1998 Meeting

II. Introduction of Matt Charboneau/new PRAB member - Dugwyler *(replaced Bill Waite)*

III. Introduction of O.E. Luttrell/new PRAB member - Dugwyler *(replaced Johnny James)*

IV. One remaining PRAB position open - Dugwyler

V. Orientation information - Dugwyler

VI. GREEN SPACE

Development:	Easton Village
Engineer:	Jorgenson
Owner:	
Location:	North of Hwy 45, East of Crossover Park & Vandergriff School
Park District:	Northeast
Priority:	This property was outside the city limits when the 1994 Master Plan was completed, so no priority has been established
Total Acres:	76.5
Units:	169 Single Family Units
Land Dedication:	4.225 acres
Money in Lieu:	$63,375
1990 Needs:	.8 to 1.7 acres
2010 Needs:	1.5 to 3 acres
Existing Acres:	55.42 (Crossover Park - 20, Lake Fayetteville East - 25, Brookbury - 5.42)
Outstanding Features:	This development is over 100 units and over 40 acres. Park land is required unless a waiver is requested from the City Council

VII. Lease of Lake Fayetteville East - Don Babb

VIII. Fayetteville Youth Baseball - David McConnell

IX. Fall Baseball League at Walker Park - Rex McGill

X. Sutton Street property update - Kathy Thompson

XI. Bocce (sport) request - Nancy Williams

XII. Bates School playground proposal update - Dugwyler

XIII. Hotz proposal update - Dugwyler

XIV. Square Gardens report - Dugwyler

XV. Washington School lease update - Dugwyler

XVI. Proposal to amend the fee structure for Lake Fayetteville softball field rental - Dawson

XVII. OTHER BUSINESS

PLEASE READ THROUGH THESE ATTACHMENTS BEFORE THE BOARD MEETING ON FEBRUARY 2ND!

ATTACHMENTS:

- *Monthly Green Space Report by Kim Rogers*
- *January 5, 1998 P.R.A.B. Minutes*
- *Facilities Committee Special Meeting dated January 2, 1998 concerning Mt Sequoyah/old water facility city property*
- *Facilities Committee Special Meeting dated January 22, 1998 concerning Bates Park, Hotz Park, Sutton Street Property*
- *Updated 1998 PRAB Members Listing - will be updated again as soon as we received committee selections and the new board member*
- *Description of Committee Functions for our board members from Kim Rogers*
- *List from Nancy Dugwyler - School Park Access Issues*
- *School Lease Agreement (DRAFT) copy*
- *Happy Hollow School Park sign design for all School/City Parks*
- *Proposal for amending the fee structure for the Lake Fayetteville softball field rentals*
- *Newsclippings, both from the NWA Times on "Head to the closest park for winter fun" by our own Aaron Bleidt and "Board inspects Sutton park site" by Rusty Garrett*
- *Attached to the news clippings is a map of the Sutton Street property that will be discussed at the February 2nd board meeting*
- *Green Space copy of a map of the area to discuss*
- *Green Space Preliminary Plat for Easton Village which will be discussed at the February 2nd board meeting*
- *Old Post Office plat (Square Gardens to be discussed at the February 2nd board meeting)* (not available)

MONTH DECEMBER - 1997 GREEN SPACE REPORT
AS OF JANUARY 1998

REPORT CREATED BY: KIM J. ROGERS

NORTHEAST PARK DISTRICT

BALANCE	YR TO BE SPENT
$0.00	1997
$0.00	1998
$14,801.00	1999
$1,432.11	2000
$16,233.11	Total 1997 - 2000
	- Approved Expenditures:
$12,250.00	LF&Sequoyah Boatdock RR-'94 W.Newman($13,250)
$12,250.00	Total Approved Expenditures

$3,983.11 Total Unencumbered 1997-2000

SOUTHEAST PARK DISTRICT

BALANCE	YR TO BE SPENT
$0.00	1997
$57,519.18	1998
$8,456.62	1999
$5,275.05	2000
$71,250.85	Total 1997 - 2000
	- Approved Expenditures:
$50,000.00	Request Grant-Ark.Dept.Parks&Tourism Outdr Rec-Walker Playgrd Imprvmt
$25,000.00	Sr. Citizens Complex
$75,000.00	Total Approved Expenditures

($3,749.15) Total Unencumbered 1997-2000

NORTHWEST PARK DISTRICT

BALANCE	YR TO BE SPENT
$0.00	1997
$17,983.46	1998
$26,314.40	1999
$20,044.10	2000
$64,341.96	Total 1997 - 2000
	- Approved Expenditures:
$42,459.85	Girls Softball Complex-apprvd $50,000 Phase I (spent $7540.15 on gsball complex)
$42,459.85	Total Approved Expenditures

$21,882.11 Total Unencumbered 1997-2000

SOUTHWEST PARK DISTRICT

BALANCE	YR TO BE SPENT
$0.00	1997
$0.00	1998
$51,133.60	1999
$74,220.08	2000
$125,353.68	Total 1997 - 2000
	- Approved Expenditures:
$8,200.00	Washington-80x80concrete pad, 4 basketball poles, bkboards,rims,nets apprvd 9/8/97 - when lease is signed
$$$???????	Possibly expend Wilson retrofit RR & Greathouse Bridge ($76,000)
$8,200.00	Total Approved Expenditures

$117,153.68 Total Unencumbered 1997-2000

**** { BUT see above possibility of expenditures... } *****

COMMITTEE FUNCTIONS

Facilities Committee: review & recommends the addition and/or replacement of parks & recreation facilities, reviews the acceptance of green space park land and money in lieu recommendations and the expenditure of money in lieu funds, views the green space sites that will be voted on from the developers, reviews all park acquisitions
ex: holcomb & vandergriff gyms

Budget Committee: review & recommends the prepared budget by the Parks & Recreation Department to be approved through the City Council, assists in HMR and Green Space expenditures, assists in the Green Space ordinance updates, recommends project priorities in the 5 year CIP plan and reviews the annual general operating budget

Program/PR Committee: reviews and makes recommendations on new programs and changes to existing programs. Assists with promoting the "Benefits of Parks & Recreation" by becoming knowledgeable of all aspects of parks and recreation.
example: writing articles for the newspapers, promotion and the passage of the HMR tax, promotion of the concert in the park series, walks, runs, etc... May attend the special events too

c:committe

16.14

LEASE AGREEMENT

This indenture of lease made and entered into this ____ day of __________, 1998, by and between the Fayetteville School District No. 1, herein called the School District, a public and educational institution of the State of Arkansas; and the City of Fayetteville, Arkansas, lessee, herein called the City, a municipal corporation in the County of Washington, and State of Arkansas.

WITNESSETH:

The in consideration of the premises, IT IS AGREED:

1. That the School District hereby lets and leases to the city, for the period of 25 years, from and after this date, and for such period of extension thereafter as hereinafter mentioned; those tracts of land in the City of Fayetteville, Arkansas , more particularly described as follows:

ASBELL SCHOOL/PARK

A tract of land situated in the NE1/4 of the NW1/4 of Section 8, Township - 16 - North, Range - 30 - West and being described as the East ½ of the South ½ of said 40 acre tract and being 10 acres in all more or less. (Tract C); also

BATES SCHOOL/PARK

A tract of land situated in the SW1/4 of the SW1/4 of Section 16, Township-16-North, Range-30-West and being more particularly described as follows:

Beginning at a point which is approximately 355ft. North and approximately 215ft. East of the SW Corner of said 40 acre tract, said beginning point being a point on the North Right of Way line of U.S. Highway 62 at its intersection with East Right of Way line of Garland Avenue; thence Northwesterly along said East Right of Way line of Garland Avenue approximately 680ft.; thence North still following the East Right of Way line of Garland Avenue approximately 400ft. to the intersection of the South Right of Way of California Boulevard; thence in a South easternly direction approximately 180ft. following said South Right of Way of California Boulevard; thence containing East along said Right of Way line approximately 165ft.; thence South 575'; thence East 180'; thence

South approximately 403ft. to the North Right of Way line of Highway 62; thence West approximately 335ft. along said North Right of Way line Highway 62 to the Point of Beginning. (Tract B); also

BUTTERFIELD SCHOOL/PARK

A tract of land situated in the NE1/4 of the NW1/4 and the NW1/4 of the NE1/4 of Section 36, Township-17-North, Range-30-West, and being more particularly described as follows:

DRAFT

Beginning at the SE Corner of the NE1/4 of the NW1/4 of said Section 36, said point being on the South line of the tract herein described; thence West 504.6 ft. to the East line of Old Missouri Road: thence NO4 45' E along said East line a distance of 280 ft. more or less; thence East 580ft. more or less; thence North 450ft. more or less; thence East 200ft. more or less; thence S33 11' E 152.23ft.; thence S24 08' W 204.09 ft.; thence South 415.51ft.; thence West 293.51ft. to the Point of Beginning. (Tract F); also

HAPPY HOLLOW SCHOOL/PARK

A tract of land situated in the NE1/4 of the SW1/4 of Section 14, Township - 16 - North, Range - 30 - West, and being described ad the S1/2 of the SE1/4 of the NE1/4 of the SW1/4 of said Section 14. Town-16-North, Range-30-West and being in all five acres more or less, said tract being subject to a 50ft. wide easement across the West side of the property. (Tract E); also

HOLCOMB SCHOOL/PARK

The following land is the legal description for the land being leased by Fayetteville City Parks Department from the Fayetteville Public Schools District:

A part of the SE 1/4 of the NW 1/4 of Section 32, T-17N, R-30-W, described as commencing at the Southwest Corner of said Section 32 and Thence N01-59-22 E 2638.48 feet to the West Quarter Corner of said Section 32, Thence S 87-26-44 E 1329.23 feet to the Southwest Corner of the SE 1/4 of the NW 1/4 of said Section 32, Thence along the West line of said forty-acre tract N 02-21-10 E 210.74 feet to the point of beginning:

Thence N 02-21-10 E 250.00 feet to a point on the West line of said forty-acres tract;
Thence S 87-26-19 E 550.00 feet;
Thence N 02-33-40 E 550.00 feet;
Thence S 87-26-19 E 200.00 feet;

Thence S 02-33-40 W 800.00 feet;
Thence N 87-26-19 W 749.09 feet to the point of beginning, containing 6.83 acres, more or less, Fayetteville, Washington County, Arkansas.

DRAFT

JEFFERSON SCHOOL/ PARK

A tract of land situated in the SW1/4 of the SW1/4 of Section 15, Township-16-North, Range-30-West, being more particularly described as follows:

Beginning at a point which is 330ft. East and 15ft. North of the SW Corner of said 40 acre tract; thence North 200ft. more or less; thence East 150ft. more or less; thence North 85ft. more or less to the South Right of Way line of Sixth Street; thence East along said Right of Way line approximately 105ft.; thence South 285ft. to the North Right of Way line of Seventh Street; thence West along said Right of Way line 225ft. more of less to the point of beginning. (Tract D); also

LEVERETT SCHOOL/PARK

A part of Lot 1 and Lot 2, Block 6 Jackson's First Addiction to the City of Fayetteville, Arknsas, described a follows: Beginning at the Northeast corner of said Lot 1, running thence South 163.3 feet; thence South 80 degrees 30 minutes West 100 feet; thence North 11 degrees 41 minutes West 145.5 feet to the North line of said Lot 1 and running thence Northeasterly with said North line of said Lot 1, 133.6 feet the place of beginning, also

A part of Lot 2, Block 6 Jackson's First Addition to the City of Fayetteville, described as follows: Beginning at the Northwest corner of Lot 2 and running thence Northeasterly with the North line of said Lot 156.6 feet; thence South 11 degrees 41 minutes East 145.5 feet to the South line of Lot 2, running thence South 80 degrees 30 minutes West 161.5 feet to the West line of said Lot; running thence Northwasterly with the West line of said lot 126.9 feet to the place of beginning.

ROOT SCHOOL/PARK

A tract of land in the NE1/4 of the NE1/4 and the SE1/4 of the NE1/4 of Section 10, Township-16-North, Range-30-West and being more particularly described as follows:

Beginning at a point which is 1,078 ft. East more or less and 155ft. South more or less from the SW corner of the NE1/4 of the NE1/4 of said Section 10; thence North 250ft. more or less; thence approximately N78 E 200ft. more or less; thence North 400ft. more or less to the South Right of Way line of Highway 45; thence with said Right of Way line 45, 70ft. more or less; thence South 730ft. more or less; thence West 253ft. more or less to the Point of Beginning. (Tract A); Also

VANDERGRIFF SCHOOL/PARK

DRAFT

The following land is the legal description for the land being leased by Fayetteville City Parks Department from the Fayetteville Public Schools District:

A part of the NW1/4 and a part of the SW1/4 of Section 1, Township 16 North, Range 30 West in Washington County, Arkansas, more particularly described as follows: Commencing on the North line of the Right-of-Way of Highway No. 45, at a point South 856.65 feet and West 842.91 feet from the Southeast Corner of the NW 1/4 of Section 1 and continuing along said Right-of-Way S 74-37-11 W 272.80 feet;

Thence along said Right-of-Way, S 76-25-30 W 210.82 feet,
Thence S 77-16-38 W 151.47 feet, and
Thence S 78-29-04 W 100.57 feet;
Thence N 03-07-14 E 671.17 feet;
Thence S 87-40-23 E 445.00 feet;
Thence S 03-07-14 W 550.00 feet to the point of beginning, containing 6025 acres, more or less, Fayetteville, Washington County, Arkansas.

WASHINGTON SCHOOL/PARK

A part of the NE1/4 of the NE1/4 of Section 16, T-16-N, R-30-W, more particularly described as commencing at the Northeast corner of said Section 16; Thence S 02 50' 17" W 376.28 feet and N 87 09' 43" W 384.13 feet to the point of beginning; said point being a set iron pin;

Thence S 02 35' 08" W 94.52 feet to a set iron pin; Thence N 86 54' 40" W 198.92 feet to a fence corner; Thence N 02 34 15" E 94.39 feet to a set iron pin; Thence S 86 56'55"E 200.59 feet to the point of beginning, containing 0.43 acres, more or less; all in Block Two (2) of the County Court Addition to the City of Fayetteville, Washington County, Arkansas.

2. The city agrees that it shall and will proceed to complete upon said lands, municipal parks, according to plans prepared under the supervision of the Parks and Recreation Advisory Board with the advice and approval of the Board of Directors of the city.

3. When the park facilities and equipment are installed and completed, School District agrees that it will, at its own expense, mow and maintain the park facilities and equipment during

the months when school is in session in the schools located adjacent to the above described site.

4. City agrees that it will, at its own cost and expense, mow and maintain all park facilities and equipment during months when school is not in session in the school located adjacent to the above described tracts.

DRAFT

5. City agrees that it will, at its own cost and expense, pay all utility costs connected with the use of the above described tracts for park purposes. These utility costs may include, but not be limited to, cost incurred for electricity gas, water, sewer, and sanitation.

6. The use and operation of the park facilities constructed on the above described sites shall be under the exclusive care, jurisdiction and authority of the City pursuant to such ordinance, resolutions or regulations as the City may indicate.

7. In consideration of the commitments of the School District herein above set forth, the School District shall be entitled to the use of the park facilities constructed on the above sites, during the months when schools are in session adjacent to the above described tracts, the hours of such utilization to be scheduled on a reasonable and equitable basis by agreement between the parties.

8. In the event a disagreement or controversy shall arise between the City and the School District with respect to the use of the park facilities or any matter which is not covered herein specifically or by fair implication, then at the request of either party to this agreement, each shall appoint one arbitrator, and the two shall appoint another, who shall arbitrate the matter, and the decision of the majority of whom shall be final.

9. In case any portion of the park facilities are damaged or destroyed by any cause against which insurance coverage is carried at the expense of the City, the proceeds of such coverage

shall be used to repair or restore the park facilities for use under the terms of this agreement throughout the remainder of the lease period, but should the park facilities be destroyed and not repaired, or should they be abandoned or removed by the City, then the term of this lease shall end and the individual park site shall be restored to the possession of the School District. At the end of the term of this lease, the city shall have the right to remove any improvements then existing upon the real estate, if it so elects, without the payment of any compensation to the School District, or it may leave the improvements upon the real estate and they shall become the property of the School District, at the expiration hereof.

DRAFT

10. The parties, in making this agreement, have entered into it with hope and belief that the use of the facilities shall be of great advantage and benefit both to the people of the City of the School District, and they pledge to each other that on all occasions, when it questions arise concerning the true intent and meaning of this contract, they will endeavor to so treat with each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them.

11. The parties agree that neither will ever make, or undertake to make, an assignment of this lease, or a sub-lease, or an arrangement of any kind contemplating a continuous use of the park facilities located on the above described sites by third persons for any commercial purpose, without the consent of the other, but this restriction shall not prevent either party from permitting the use of said facilities by persons, firm, corporations, clubs, and association along the line and for the purposes herein above set forth, and in no case, in contravention thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of ____________, 1998.

CITY OF FAYETTEVILLE, ARKANSAS

By:______________________________
Fred Hanna, Mayor

ATTEST:
By:______________________________
Traci Paul, City Clerk

FAYETTEVILLE SCHOOL DISTRICT NO.1

By:______________________________
President

ATTEST:
By:______________________________
Title & Name:


HAPPY HOLLOW
SCHOOL PARK
THIS FAYETTEVILLE CITY PARK
IS OPEN TO THE PUBLIC
AFTER SCHOOL, WEEKENDS
AND DURING THE SUMMER.
FAYETTEVILLE
PARKS & RECREATION
HAVE FUN!
BE SAFE!

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Whom it may concern
From: Dudley E. Dawson, Fayetteville Parks and Recreation Project Coordinator
Re: Fees Proposal for tournaments at Lake Fayetteville and Asbell
Date: 1-26-98

A) For the use of city park ballfields for tournaments, a fee of $50 per field per day will be charged to defray the costs of maintenance, trash pickup and removal, equipment use, water and electricity.

B)The city will prep the field at the end of day on Friday in prepartion for the start of the tournament. Any additional prep during the tournament must be arranged in advance and will be $60 per prep whether it is for one, two or three fields.

C) The fee must be paid at the Parks and Rec office at 1455 Happy Hollow Road at the time of reservation.

D) A refund of the fee will be given in full at any time before two weeks prior to the start of the tournament, but only if the rentee has retained the original receipt. No refund will be given after the two-week grace period unless there is a cancellation due to bad weather.

E) The sponsors of any tournament shall arrange for all necessary umpires. Upon conclusion of each tournament, the sponsors shall restore each field to the condition it was in prior to the tournament.

F) The Fayetteville Parks and Recreation Division stresses to those who rent the field to leave it in the shape they found it. If the rentee fails to do so, the Fayetteville Parks and Recreation Division reserves the right to not rent to that party again.

G) Games may not start before 8 a.m. and no game may start after 10 p.m. or end later than 11 p.m.

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

ADDENDUM "B"

August 1, 1988

16.23

PARKS AND RECREATION DEPARTMENT

FACILITY REPORT

The Fayetteville Parks and Recreation Department shall approve and oversee all tournaments conducted on Park facilities.

1. All tournaments will be administered by the Parks Director.

   a. Financial Matters
   b. Facility Maintenance
   c. Schedule Approval

2. All tournament hosts must be members of the Parks Department Leagues, unless approved otherwise by the Parks Director.

3. All approved revenue-producing activities, such as the tournaments, must be conducted by an organized group. These activities may not be sub-contracted by any organization.

4. All personnel conducting tournaments, such as tournament directors, umpires, scorekeepers, concessionaires, field crews, etc., will be under the direct supervision of the Parks Department.

5. The Parks Director has the authority to grant permission for use of the park facilities to outside groups on a lease basis.

   a. No gate fee may be charged unless prior written approval is granted by the Parks and Recreation Advisory Board to be obtained specifically as a fund raiser to benefit the Parks Department.
   b. The Parks Department shall control all concessions and their workers.
   c. Cleanup deposit of $100 is required prior to the tournament. This fee is returned, only, if the area and restrooms are satisfactorily cleaned up.

FACILITY USAGE FEES

Daily Fee per Field Used from 8:00 a.m. until 6:00 p.m. $20
(Use of no Lights)

Daily Fee per Field Used from 6:00 p.m. until 11:00 p.m. $30
(Use of Lights)

PRAB Approved 3-2-87

16.24.

VEHICLE. Any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled and shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the city parks.
('65 Code, § 17A-2) (Ord. 1594, passed 4-1-68)

PARK OPERATIONS; ADMINISTRATION AND ENFORCEMENT

§ 97.015 OPERATING HOURS.

Except for unusual and unforseen emergencies, city parks shall be open to the public every day of the year from daylight until 11:00 p.m. Any section or part of any park may be declared closed to the public by the city or its duly authorized representative at any time and for any interval of time.
('65 Code, § 17A-32) (Ord. 1594, passed 4-1-68)

§ 97.016 FEE FOR CITY PARK BALLFIELDS FOR TOURNAMENTS.

(A) For the use of city park ballfields for tournaments, a fee of $25 per field per day shall be charged to defray the costs of maintenance, trash pickup and removal, equipment use, water, and electricity.

(B) The sponsors of any tournament shall arrange for all necessary umpires. Upon conclusion of each tournament, the sponsors shall restore each field to the same condition it was in prior to the tournament.

(1) Daily fee if field is used from 8:00 a.m. to 6:00 p.m. (no lights) $20.

(2) Daily fee if field is used from 6:00 p.m. until 11:00 p.m. until 11:00 p.m. (lights used) $30.
('65 Code, § 2-100) (Ord. 2714, passed 4-7-81) Penalty, see § 97.999

§ 97.017 FEES FOR CITY SWIMMING POOLS.

The following fees shall be charged for use of city swimming pools:

	Daily	*Season*
Preschool	$ 0.50	$ 20.00
Grades 1-12	1.00	20.00
Adult	1.50	35.00
Adults and 1 toddler	1.50	
Each additional toddler:	0.50	
Family		50.00

(Season passes are 1/2 price after August 1)
('65 Code, § 2-101) (Ord. 3085, passed 4-16-85)

§ 97.018 ENFORCEMENT BY DIRECTOR, PARK ATTENDANTS, AND CITY POLICE.

The Director, park attendants and city police shall in connection with their official duties diligently enforce the provisions of this chapter.
('65 Code, 17A-33) (Ord. 1594, passed 4-1-68)

CARE OF PARK PROPERTY

§ 97.030 BUILDINGS AND OTHER PROPERTY.

No person in a park shall wilfully mark, deface, disfigure, injure or tamper with any buildings, monuments, bridges, tables, benches, fireplaces, signs, public utilities or other structures or equipment, facilities, or park property or appurtenances whatsoever, either real or personal.
('65 Code, § 17A-3) (Ord. 1594, passed 4-1-68) Penalty, see § 97.999

§ 97.031 RESTROOMS AND WASHROOMS.

No person in a park shall fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex.
('65 Code, § 17A-4) (Ord. 1594, passed 4-1-68) Penalty, see § 97.999

§ 97.032 REMOVAL OF NATURAL RESOURCES.

No person in a park shall dig, or remove any sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means or agency, except on special written permit obtained from the city.
('65 Code, § 17A-5) (Ord. 1594, passed 4-1-68) Penalty, see § 97.999

* Parks & Recreation Advisory Board Member writes: *

January 15, 1998

Northwest Arkansas TIMES C9

Head to the closest park for winter fun

OPEN SPACES

Aaron Bleidt

A couple of weeks ago, during the last snow of any measurable size, Jenny and I decided to do something neither of us had done in quite a while.

We called a couple of our friends, Stephanie and Jimmy, and made spur-of-the-moment plans to meet at Wilson Park to go sledding. So, at about 9 p.m., we did just that.

To our surprise, there were already quite a few people sledding. There were old-style sleds, the newer Rubbermaid-like sleds, cardboard boxes, and then there was us with a few tops to garbage cans — hey, it worked.

> "If you like sledding or just simply walking amongst nature, I would highly recommend visiting one of your parks the next time it snows..."

Thinking back to when I had been there last, when I was in elementary school, made me remember sledding into the same creek bed I was looking at. Needless to say, I was a little less careless this time around...well, sort of. Sledding is meant to be fun and somewhat spontaneous, however, you have to always remember safety when sliding down slick, snow and ice covered hills, but I guess that's just common sense.

After about half an hour of running up and down the hill, we all decided to take a snow-walk around the park. I was so happy I had recently invested the small fortune in buying my new Timberland boots. Goretex works wonders, let me tell you.

After a few minutes, I realized I was all alone, and then I looked down at the ground to see my buddies all making snow angels. A little hesitant, I fell to the ground and made one of my own. Looking up at the ice-covered trees as the snow fell on me made me feel really warm inside. Funny thing that in reality, I was laying in a lot of very cold snow. The serenity of the snow-covered park was almost, well, spiritual.

If you like sledding or just simply walking amongst nature, I would highly recommend visiting one of your parks the next time it snows, especially Wilson Park. There is something about snow that brings out the kid in everyone, and just like the "support groups" on the Frosted Flakes commercials indicate, there's nothing wrong with being a kid at heart. Sledding, making snow angels, swinging, sliding down icy slides (be careful) is all part of living — really living. Forget who might be watching, and just have a great time. For you kids reading this, never quit being a kid. Have fun and be safe. And remember, when it snows dress warm — especially if you're planning on doing the snow angel thing.

Aaron Bleidt serves on the Fayetteville Parks and Recreation Board. Please direct questions and comments to him care of this newspaper.

NWA Times January 23, 1998

A2

Board inspects Sutton park site

■ **A proposal for a public park in the Washington-Willow Historic District worries some residents about transients.**

By RUSTY GARRETT

Times Staff Writer

The Fayetteville Parks and Recreation Advisory Board may be interested in siting a neighborhood park in the city's Washington-Willow Historic District, if the price is right.

The board's Public Facilities Committee Thursday examined a one-acre site between Lafayette and Sutton streets as a potential park location.

The hillside location features extensive rock work, large trees and a creek.

Bill Ackerman, parks board president, said the site would be suitable for a park, provided the residents of the neighborhood support the proposal. He also said cost is a concern. The current sale price for the lot is $70,000.

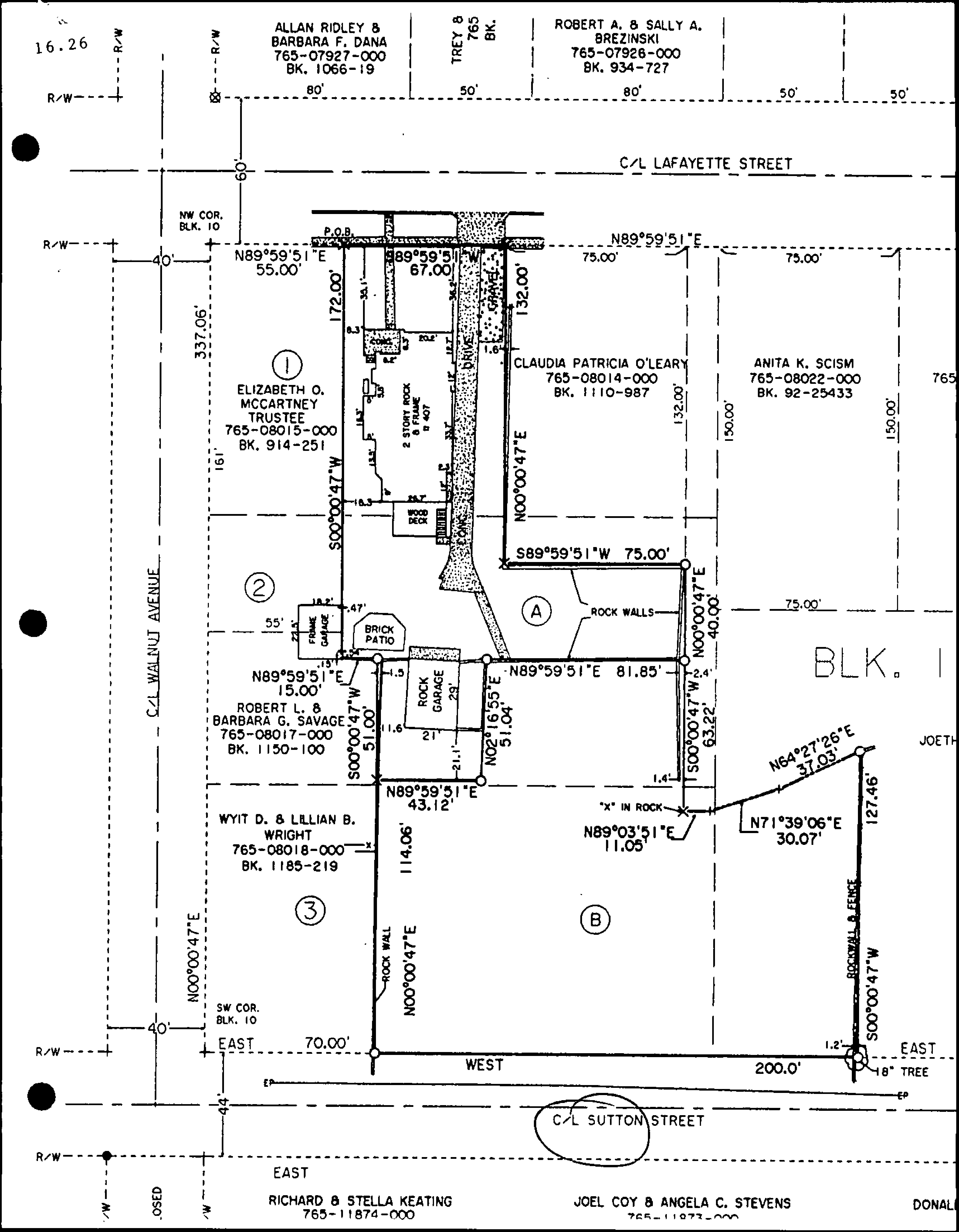
Nancy Dugwyler, interim parks director, said she has heard both support and opposition to the idea of a park from area residents. Those opposed feared opening the site to the public would bring transients into the neighborhood.

Ackerman said maintenance may present problems because of the hilly terrain.

The proposal will be considered at the next regular meeting of the board at 5:30 p.m. Feb. 2 at the City Administration Building.

The committee also visited Bates Elementary School, where school officials have asked for help in developing a small park and playground, and Hotz Park, a neighborhood park in the University Heights area.

University Heights residents are asking for assistance in upgrading the park.



16.26
ALLAN RIDLEY & BARBARA F. DANA
765-07927-000
BK. 1066-19
TREY & 765 BK.
ROBERT A. & SALLY A. BREZINSKI
765-07926-000
BK. 934-727
C/L LAFAYETTE STREET
NW COR. BLK. 10
P.O.B.
N89°59'51"E 55.00'
N89°59'51"W 67.00'
N89°59'51"E
75.00'
172.00'
132.00'
GRAVEL
DRIVE
2 STORY ROCK & FRAME # 407
WOOD DECK
CONC.
337.06'
161'
ELIZABETH O. MCCARTNEY TRUSTEE
765-08015-000
BK. 914-251
CLAUDIA PATRICIA O'LEARY
765-08014-000
BK. 1110-987
ANITA K. SCISM
765-08022-000
BK. 92-25433
150.00'
S00°00'47"W
N00°00'47"E
S89°59'51"W 75.00'
ROCK WALLS
N00°00'47"E 40.00'
C/L WALNUT AVENUE
FRAME GARAGE
BRICK PATIO
ROCK GARAGE
N89°59'51"E 15.00'
N89°59'51"E 81.85'
ROBERT L. & BARBARA G. SAVAGE
765-08017-000
BK. 1150-100
S00°00'47"W 51.00'
N02°16'55"E 51.04'
S00°00'47"W 63.22'
BLK. 1
JOETH
N64°27'26"E 37.03'
N89°59'51"E 43.12'
"X" IN ROCK
N89°03'51"E 11.05'
N71°39'06"E 30.07'
127.46'
WYIT D. & LILLIAN B. WRIGHT
765-08018-000
BK. 1185-219
114.06'
ROCK WALL
N00°00'47"E
ROCKWALL & FENCE
S00°00'47"W
SW COR. BLK. 10
40'
EAST 70.00'
WEST 200.0'
EAST
18" TREE
C/L SUTTON STREET
44'
R/W
EAST
RICHARD & STELLA KEATING
765-11874-000
JOEL COY & ANGELA C. STEVENS
DONAL

T E N T A T I V E   A G E N D A

FAYETTEVILLE CITY COUNCIL MEETING
February 3, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

---

1 **CONSENT AGENDA:** Consideration of items which may be approved be motion, or contracts and leases which can be approved be resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":

A. Minutes of the January 20, regular City Council meeting;

B. A resolution approving a contract with Garver & Garver Engineers for conducting a study of the electrical problems with the airfield lighting system. With FAA funding and grant funding, the cost to the city will be $1,635;

---

2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.

A. **PROPERTY ACQUISITION & SALE:** A resolution approving the sale of 20.6 acres located at the southeast quadrant of the intersection of Cato Springs Rd. and Razorback Rd., approving the acquisition of 14.02 acres of land near the City's Happy Hollow Operations Facility, and approval of a budget adjustment recognizing the sale of the land, the acquisition of land, and a commitment for the replacement of current facilities.

This resolution was tabled at the January 20 Council meeting.

---

3 **REZONING RZ97-22.10:** An ordinance rezoning 5.61 acres located on the north side of Wedington Dr., west of Rupple Rd. from A-1, Agricultural to R-O, Residential-Office as requested by Lew Steenken on behalf of Shahryar Khajehnajafi.

The Planning Commission voted 5-2-0 to recommend the rezoning.

---

4 **REZONING RZ97-23.10:** An ordinance rezoning 3.24 acres located on the north side of Wedington Dr., west of Rupple Rd. from A-1, Agricultural to R-O, Residential-Office as requested by Lew Steenken on behalf of Shahryar Khajehnajafi.

The Planning Commission voted 6-2-0 to recommend the rezoning.

---

5 **REZONING RZ98-1:** An ordinance rezoning .29 of an acre located at 1637 N. Leverett Ave. from R-2, Medium Density Residential to C-2, Thoroughfare Commercial as requested by Jorgensen & Associates on behalf of Richard Mayes.

The Planning Commission voted 8-0-0 to recommend the rezoning.

---

6 **REZONING RZ98-2:** An ordinance rezoning 5.20 acres located north of Wedington Dr., west of Salem Rd. from R-2, Medium Density Residential to R-O, Residential-Office as requested by Kurt Jones on behalf of Sam Rogers.

The Planning Commission voted 6-2-0 to recommend the rezoning.

---

7 **EQUIPMENT PURCHASE:** A resolution awarding Bid 97-76 to the lowest qualified bidder, Midwestern Equipment Company, in the amount of $99,651 for the purchase of an oil distributor truck.

---

8 **CONSTRUCTION AT AIRPORT:** A resolution approving a contract with Heckathorn Construction Co., Inc. in the amount of $134,698 plus a $20,000 contingency for the replacement of the automatic terminal doors, renovation of the south end terminal restrooms, and construction of the airport entry sign.

---

9 **OMI CONTRACT AMENDMENT:** A resolution approving an amendment to the City's agreement with Operations Management International for operation, maintenance, and management of the Wastewater Treatment Facility.

---

10 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: ______________________

HANDOUTS:

School District property purchase
Airport - Atlantic Coast air lines
Res. Re. procedures
Res. Re term extension
Zimmerman letter

DISTRIBUTED TO:

X Stephen Miller
X Kit Williams
X Cyrus Young
X Randy Zurcher
X Trent Trumbo
X Donna Pettus
✓ Len Schaper
X Heather Daniel
X Mayor Hanna
X Phyllis Rice
✓ Ben Mayes
X Kevin Crosson
X Charlie Venable
X Jerry Rose
X Alett Little
✓ Steve Davis
X NWAT
X M. News
✓ KIX
✓ Democrat-Gazette
✓ Robyn/Lana
✓ Jane

NOTES:

STERLING UNIVERSITY PARKS

COLLEGIATE RESIDENCES

BAYLOR UNIVERSITY

WACO, TEXAS

STERLING UNIVERSITY PARKS

WACO, TEXAS

TABLE OF CONTENTS

Sectio #1

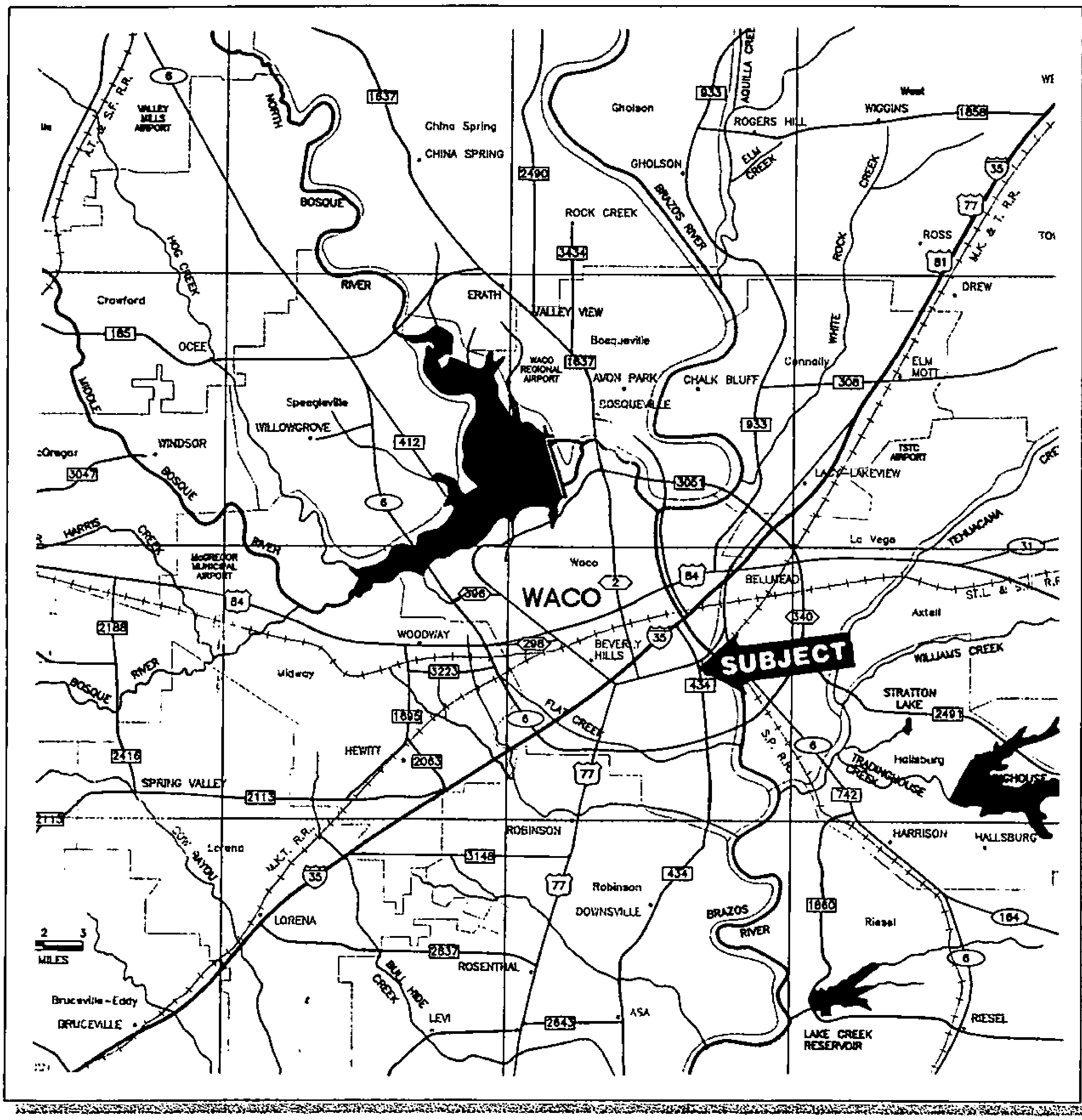
An S.U.H. Community
Developed By
The Dinerstein Companies

STERLING UNIVERSITY
Parks
Collegiate Residences

BAYLOR UNIVERSITY
Waco, Texas

College Apartments
Baylor University
McLennan County/Waco, Texas

Location Map



Aerial Photograph

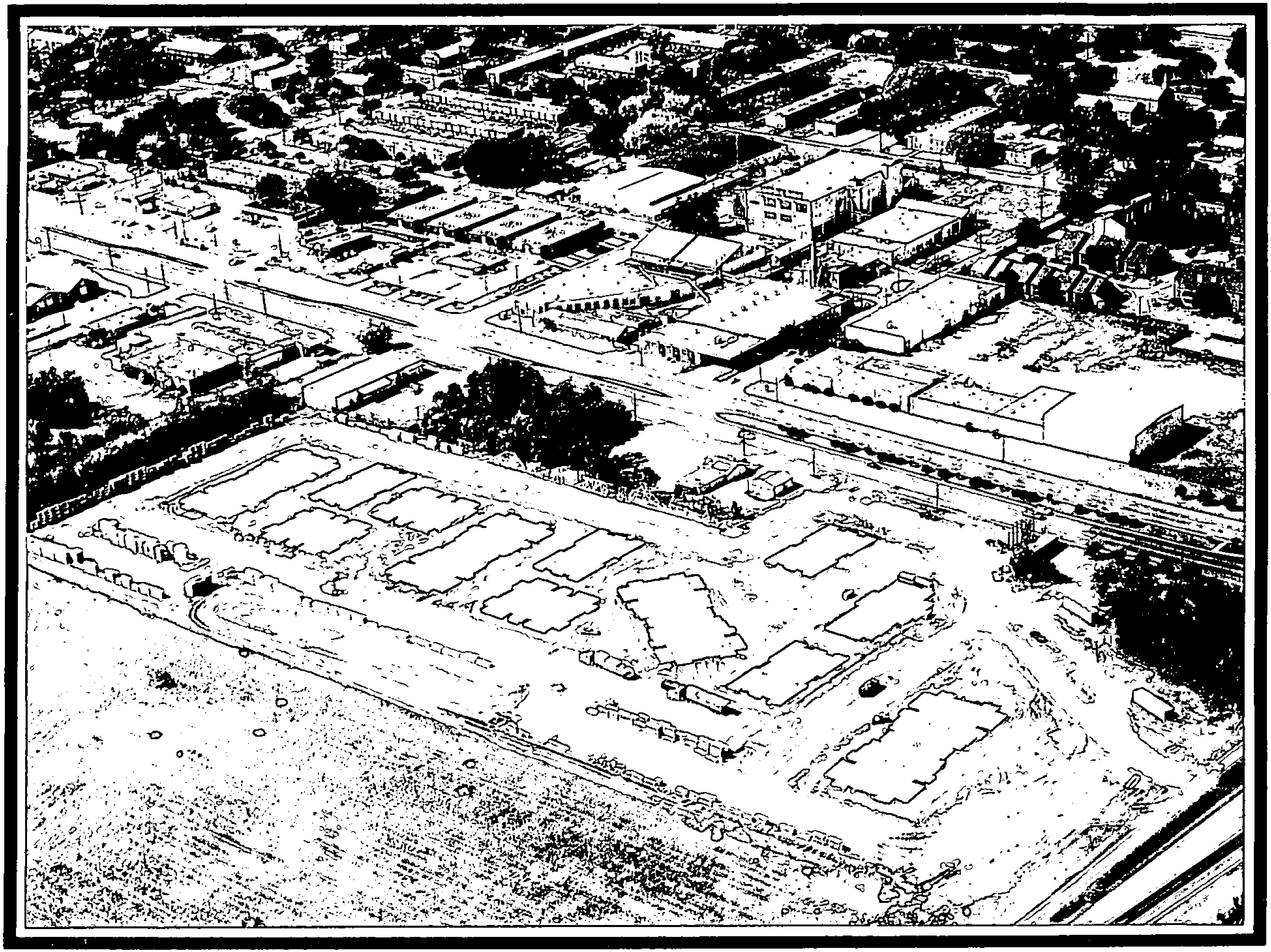
Section #2

Section #III

STERLING UNIVERSITY PARKS

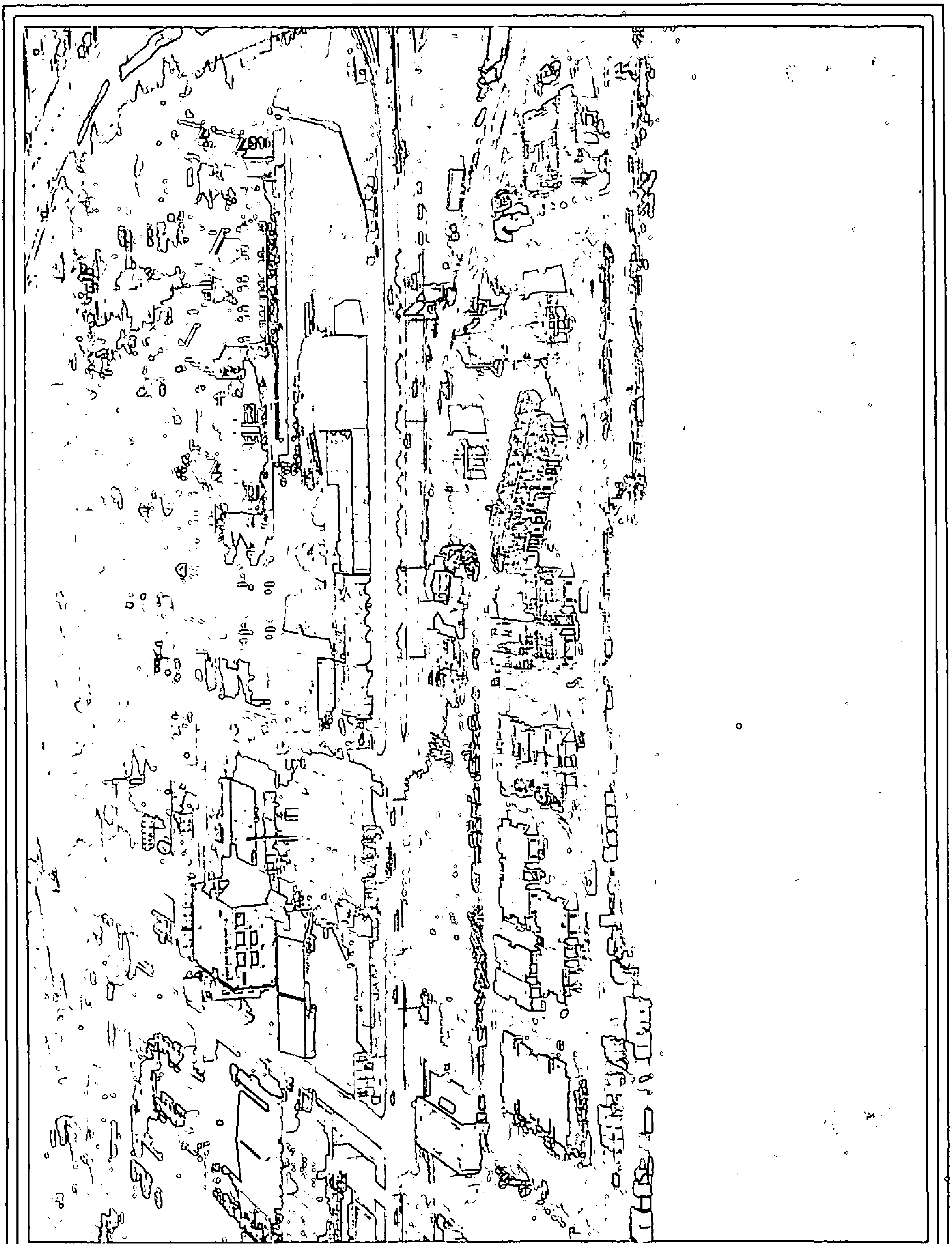
WACO, TEXAS

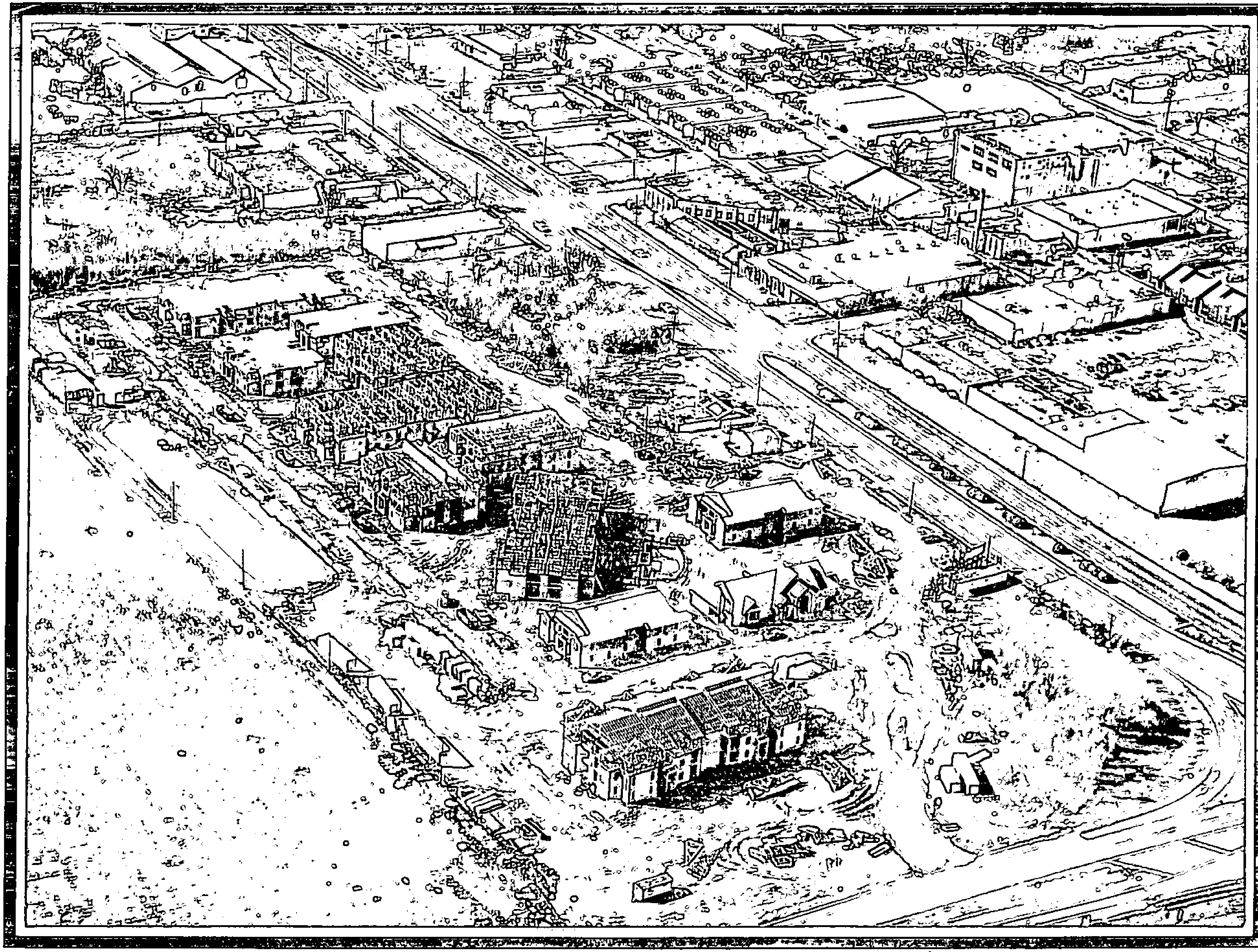
OCTOBER, 1997



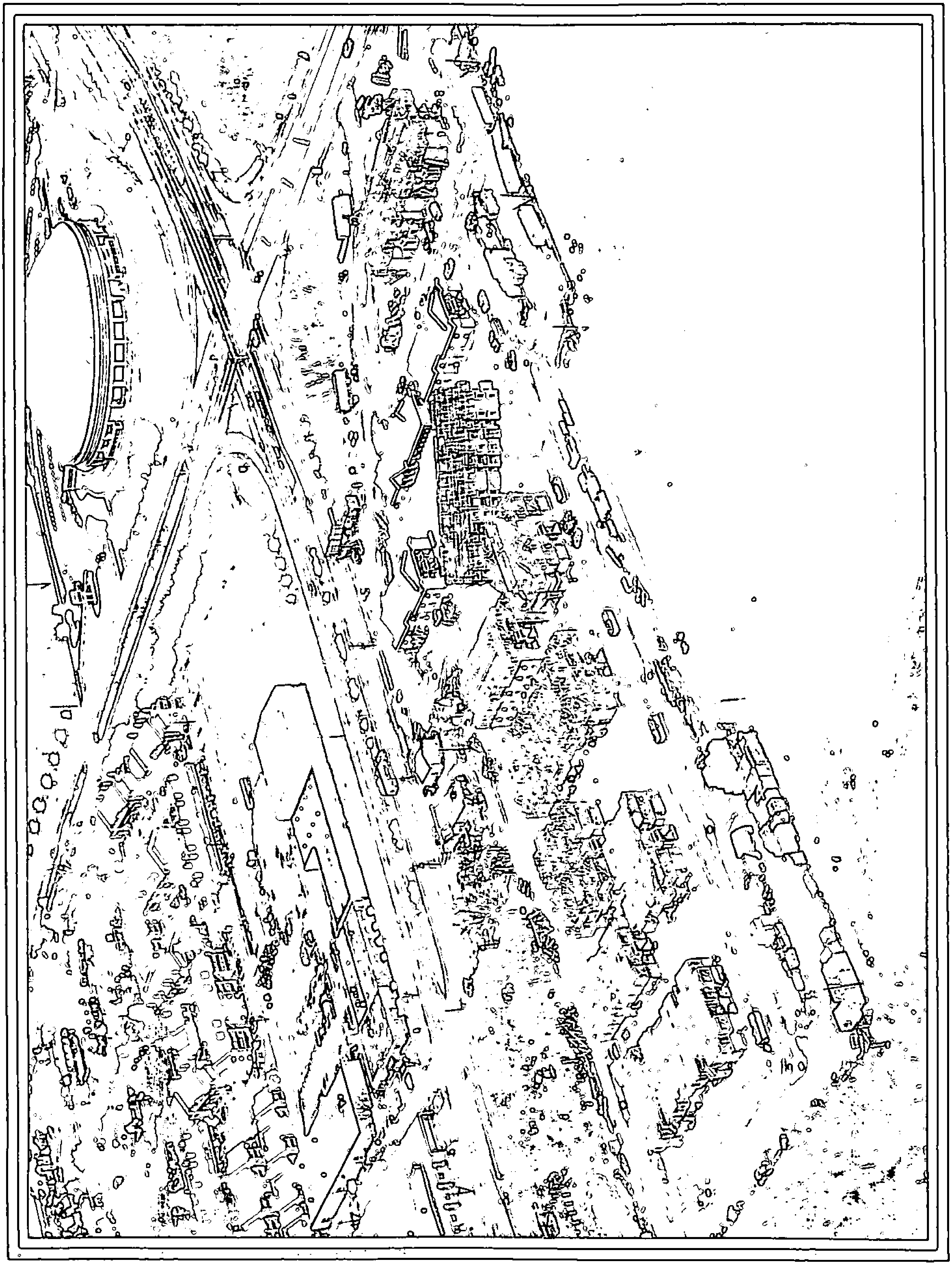
Aerial Photograph

Aerial Photograph





Aerial Photograph



Fayetteville Public Schools

CELEBRATING THE PAST WHILE EMBRACING THE FUTURE

RECEIVED
JAN 27 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

January 26, 1998

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas

Dear Mayor Hanna and Members of the Fayetteville City Council:

The Fayetteville School District Board of Directors voted at their January 22nd meeting to enter into negotiations to purchase property located north of Mount Comfort Road from Greg Hays and Tim Reynolds. The property would serve as a location for a new 7.5 million dollar middle school. We would appreciate your helping the developers move forward with the resources necessary to complete this project, including an extension of Rupple Road north to the corner of the school site.

With the City's support, we will be able to acquire a location with maximum educational benefits adjoining a forty-acre city park and begin construction in time to deliver our community two new middle schools by January 2000.

Thank you very much for your attention to this request.

Respectfully,

Bobby New
Superintendent

Copy to Malcolm McNair, President, Board of Directors

1000 West Stone Street PO Box 849 Fayetteville, Arkansas 72702 (501) 444-3000

STAFF REVIEW FORM

XX AGENDA REQUEST
______ CONTRACT REVIEW
______ GRANT REVIEW

For the Fayetteville City Council meeting of February 3, 1998

FROM:

Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: The Airport Board voted on 1-26-98 to request that the City Council pass a Resolution supporting the Application of Atlantic Coast Airlines for an exemption from the high density slot rule to initiate non-stop service from Chicago O'Hare to Fayetteville Drake Field. Also included in the vote was the wording that the Resolution should offer more favorable support for Atlantic Coast Airlines, whereas Atlantic Coast Airlines already has the aircraft available and can begin service to Fayetteville as early as March.

COST TO CITY:

$ N/A	$ N/A	Atlantic Coast Airlines
Cost of this Request	Category/Project Budget	Category/Project Name
(Would be assigned)	$ N/A	N/A
Account Number	Funds used to date	Program Name
N/A	$ N/A	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	1-27-98 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Airport Bd. voted support of this Resolution on 1-26-98.

Division Head	Date
Department Director	Date
Administrative Services Director	1/27/98 Date
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: ________

Orig Cont. Date: ______

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: JANUARY 26, 1998

SUBJECT: RESOLUTION SUPPORTING ATLANTIC COAST AIRLINES APPLICATION FOR JET SERVICE FROM CHICAGO TO FAYETTEVILLE

The Airport Board at a Special Called Meeting on Monday, January 26, 1998 voted to request the City Council pass a Resolution supporting the Application of Atlantic Coast Airlines for an exemption from the high density slot rule to initiate non-stop regional service from Chicago O'Hare Airport to Fayetteville Drake Field. Also included in the vote was the wording that the Resolution should offer more favorable support for Atlantic Coast Airlines, whereas Atlantic Coast Airlines already has the aircraft available and can begin service to Fayetteville as early as March.

DF/lp

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE, AR 72701
PHONE 501-521-4750 Ext. 6 • FAX 501-521-1735

DRAFT

RESOLUTION NO. ___

A RESOLUTION SUPPORTING THE APPLICATION OF ATLANTIC COAST AIRLINES FOR AN EXEMPTION FROM THE HIGH DENSITY SLOT RULE TO INITIATE NON-STOP SERVICE FROM CHICAGO O'HARE TO FAYETTEVILLE DRAKE FIELD.

WHEREAS, the citizens of the City of Fayetteville and the surrounding region would be benefitted by the proposed Atlantic Coast Airlines non-stop jet to Chicago.

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

Section 1. That the City of Fayetteville, Arkansas hereby supports the application of Atlantic Coast Airlines for an exemption from the high density slot rule to initiate non-stop regional jet service from Chicago O'Hare Airport to Fayetteville Drake Field. Atlantic Coast Airlines is more favorably supported because they already have the aircraft available and can begin service to Fayetteville as early as March.

PASSED AND APPROVED this __ day of _________, 1998.

APPROVED:

By:___________________________
Fred Hanna, Mayor

ATTEST:

By:___________________________
Jane Heth, Deputy City Clerk

RESOLUTION

Change to Rules of Procedure.

Current Order of Business D-1:

D. PROCEDURES AND PARLIAMENTARY RULES

1. Order of Business

The City Council's agenda order shall be coordinated by the Mayor. The City Council, by majority vote, may rearrange the order of the agenda.

Proposed Change:

Repeal all of D-1 and replace with:

The City Council's agenda order shall be coordinated by the Mayor. All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to Aldermen prior to an Agenda session where the Alderman shall determine the final arrangement of the Agenda. Any item the Mayor wishes to include on the Final Agenda that was not included on the Tentative Agenda may only be added to the Final Agenda during the Agenda Session and only by a majority vote of the Alderman serving on the City Council. At the regular meeting of the Council, the City Council, by majority vote, may rearrange the order of the Agenda.

RESOLUTION NO.____________________

A NON-BINDING RESOLUTION REQUESTING THAT ANY ELECTED OFFICIALS IN FAYETTEVILLE NOT ACCEPT TERM EXTENSIONS BY ANY ENTITY OTHER THAN THE VOTERS OF FAYETTEVILLE.

WHEREAS, the city of Fayetteville has reached a population greater than 50,000, as determined by special federal census, and;

WHEREAS, Act 707 of the state legislature provides for the extension of the term "federal census", as referred to in ACA 14-43-303, to include a special federal census, and;

WHEREAS, Act 707 also provides for the extension of the terms of office of the Mayor and City Clerk of any city facing this change in order to accomodate the election schedule prescribed in ACA 14-43-303, and;

WHEREAS, the electoral process is the basis of our Democracy, and thus should be fostered and developed at every opportunity, and never circumvented, and;

WHEREAS, the public interest will be best served in such a time of change by providing more elections, and not, as is suggested in Act 707, the skipping of an election for some municipal offices, and;

WHEREAS, it is provided by state law that if an elected official resigns before the expiration of their term, a special election will be ordered to fill the position lasting until the end of the term.

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

Section 1. The City Council hereby requests that any elected officials of Fayetteville whose terms are extended by an entity other than the voters of Fayetteville, refuse to recognize those extensions.

Section 2. In order to accomplish this, the officials in question are hereby requested and encouraged to take whatever legal means necessary to resign at the end of the original term of office to which they were elected by the voters.

Section 3. At such a time, state law will take effect, and a special election will be ordered to fill their positions for an intermediate term lasting the length of time until the end of the extension, after which a normal course of elections will resume.

PASSED AND APPROVED this______ day of __________________, 1998.

APPROVED:

By:_____________________

Fred Hanna, Mayor

ATTEST:

By:______________________

Traci Paul, City Clerk

Arkansas Municipal League

ARKANSAS MUNICIPAL LEAGUE
GREAT CITIES MAKE A GREAT STATE

P.O. Box 38
North Little Rock, AR 72115
Phone: (501) 374-3484
Fax: (501) 374-0541

January 27, 1998

Honorable Fred Hanna
Mayor, City of Fayetteville

Facsimile Transmission: (501) 575-8257

Dear Mayor Hanna:

Thank you for your call requesting my opinion regarding the issue of whether a mayor's election will be held in the city of Fayetteville in 1998. The legislature passed Act 707 of 1997 to clarify the matter and stated that it was "The intent and purpose of this Act to provide for the extension of such terms of office to accommodate the election schedule currently provided by law for such offices". In my opinion, there would not have been an election for mayor in the city of Fayetteville in 1998 without Act 707. I base that opinion on the fact that A.C.A. 14-43-303 provides for mayors in cities of the first class having a population of 50,000 or more to elect their mayors in 1960 and every four years thereafter. Thus, making the mayor's election in Fayetteville fall on a cycle which will come up next in the year 2000. The mayor elected in 1994 would have held over under Article 19, Sec. 5 which provides that "All officers shall continue in office after the expiration of their official terms until their successors are elected and qualified". Therefore, in my opinion, the term of mayor in Fayetteville was extended when the Federal Census declared that you had over 50,000 population. Act 707 simply clarified by statute what would have been the case anyway.

If I can be of further assistance on this matter please let me know.

Very truly yours,

Don A. Zimmerman
Executive Director

DAZ/bdm

Associated Appraisers, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

January 29, 1998

Mr. Ed Connell
Right of Way Department
City Administration Building
Fayetteville, Arkansas 72701

Re: Appraisal of the City of Fayetteville Property, (Tract A), Fayetteville, Arkansas by Belote & Associates, Fayetteville, Arkansas

Dear Mr. Connell:

At your request, I have completed a review of an appraisal report prepared by Mr. Troy Belote of Belote & Associates of the City of Fayetteville property (Tract A), Fayetteville, Arkansas located east of Razorback Road and south of Cato Springs Road. The appraisal was dated November 17, 1997 with an effective date of November 6, 1997 and delivered to this office on January 23, 1998. It is my opinion based on my review of the appraisal and the Uniform Standards of Professional Practice, that the reported value estimate of $490,000.00 is reasonable and supportable and I agree with the appraiser's conclusions.

ARKANSAS STATE CERTIFIED GENERAL CG0271 KEITH L. SCHULTZ

Keith L. Schultz
State General Certified Appraiser #CG0271

Associated Appraisers, Inc.

SUMMARY OF IMPORTANT FACTS

Legal Description:	See attached
Size: Land:	7.518 acres
Improvements:	8,176 sq. ft.
Owner of Property:	City of Fayetteville
Review Requested By:	City of Fayetteville
Effective Date of Appraisal:	November 6, 1997
Date of Receipt:	January 23, 1998
Date of Review:	January 29, 1998
Date of Review Inspection:	January 29, 1998
Estimate of Market Value:	$490,000.00

CERTIFICATION

I certify that, to the best of my knowledge and belief . . .

- the statements of fact contained in this review are true and correct.

- the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.

- I have no present of prospective interest in the property that is the subject of this review, and I have no personal interest or bias with respect to either the parties involved nor the appraisers involved whose reports I have reviewed.

- my compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this review.

- the reported analysis, opinions, and conclusions were developed, and this review or reviews have been prepared, in conformity with the requirements of the Code of Professional Ethics of the National Association of Review Appraisers.

- the use of this review or reviews is subject to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.

Associated Appraisers, Inc.

CERTIFICATION
Continued

- I have made a personal inspection of the property that is the subject of this report as well as the comparable sales listed in the report.

- no one provided significant professional assistance to the person(s) signing this review.

- the value estimate has been reached independently, without collaboration or direction, and is based on the appraisal reviewed and other factual data contained in my files.

- unless otherwise stated in this review, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for an expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
KEITH L. SCHULTZ

Keith L. Schultz
Arkansas Certified General Appraiser # CGO-271

Associated Appraisers, Inc.

Review of Belote & Associates Appraisal

of The City of Fayetteville Property (Tract A)

Areas of Review

1. Method of Appraisal
2. Use of correct terminology and definitions
3. Documentation of data
4. Use of correct English
5. Conformance with Code of Ethics and Standards of Conduct

Method of Appraisal

1. Identification of Property:

a) Adequate description and location with respect to the city, highways, etc.

2. Tax Information:

a) Pertinent tax information was included regarding the assessment, the current taxes or anticipated real property taxes.

3. History of Property:

a) The appraiser provided an adequate history of sales as required by both the governmental agency involved and the American Institute of Real Estate Appraisers.

4. Neighborhood Data:

a) The appraiser has provide a good description of the neighborhood.

5. Description of Property:

a) The appraiser's description of the site was adequate for the review appraiser to locate the property, determine the location of the utility lines. etc, and thus form an opinion of the highest and best use of the property.

6. Description of Partial Taking:

a) Not Applicable

7. Description of Site After the Taking:

a) Not Applicable

8. Description of Improvements:

a) The appraiser provided an adequate description of the existing improvements.

9. Zoning Information:

a) Zoning information was adequate

10. Utility Information:

a) Adequate utility information with respect to services was provided.

11. Highest and Best Use:

a) The appraiser provided a good analysis of the highest and best use of the property.

12. Sales Comparison Approach: (Site)

a) The appraiser provided an adequate sales comparison approach including the location of the sale properties, a map and an analysis that was adequate to allow the review appraiser to conclude that the appraiser's opinion of value was correct in terms of the site value as well as the value of the property as currently improved.

13. Cost Approach:

a) The appraiser provided adequate information regarding his decision not to utilize the cost approach and the review appraiser agrees with his reasoning.

14. Income Approach:

a) The appraiser stated his reasons for not providing an income approach and the review appraiser agrees with his reasoning.

15. Final Analysis and Conclusion of Value:

a) The appraiser provided an adequate discussion for the reconciliation and final value estimate.

16. Maps, Contracts, Photographs, Other:

a) Adequate maps, photographs, etc., were provided such that the review appraiser was able to locate the property and the sales data.

Use Of Correct Definitions and Terminology

1. All definitions included in the report are in compliance with the American Institute of Real Estate Appraisers.

Documentation

1. Sales documentation was adequate and the review appraiser was able to confirm all sales information utilized in the report.

Use of Correct English

I noted no grammatical errors in the report.

Standards of Professional Practice and Ethics

This report complies with the Code of Ethics and Professional Standards of the American Institute of Real Estate Appraisers. The appraiser states that he is member of the American Institute of Real Estate Appraisers and is, therefore, subject to the code of ethics and professional standards of conduct of that organization. He states that he is currently certified under that organizations program of continuing education. Mr. Belote is a state certified general appraiser.

Sincerely,

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
CG0271
KEITH L. SCHULTZ

Keith L. Schultz
Arkansas Certified General Appraiser # CGO 271

Associated Appraisers, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

January 29, 1998

Mr. Ed Connell
Right of Way Department
City Administration Building
Fayetteville, Arkansas 72701

Re: Appraisal of the City of Fayetteville Property, (Tract B), Fayetteville, Arkansas by Belote & Associates, Fayetteville, Arkansas

Dear Mr. Connell:

At your request, I have completed a review of an appraisal report prepared by Mr. Troy Belote of Belote & Associates of the City of Fayetteville property (Tract B), Fayetteville, Arkansas located east of Razorback Road and south of Cato Springs Road. The appraisal was dated November 17, 1997 with an effective date of November 6, 1997 and delivered to this office on January 23, 1998. It is my opinion based on my review of the appraisal and the Uniform Standards of Professional Practice, that the reported value estimate of $195,000.00 is reasonable and supportable and I agree with the appraiser's conclusions.

STATE CERTIFIED GENERAL CG0271

Keith L. Schultz
State General Certified Appraiser #CG0271

Associated Appraisers, Inc.

SUMMARY OF IMPORTANT FACTS

Legal Description:	See attached
Size: Land:	10.838 acres
Owner of Property:	City of Fayetteville
Review Requested By:	City of Fayetteville
Effective Date of Appraisal:	November 6, 1997
Date of Receipt:	January 23, 1998
Date of Review:	January 29, 1998
Date of Review Inspection:	January 29, 1998
Estimate of Market Value:	$195,000.00

CERTIFICATION

I certify that, to the best of my knowledge and belief . . .

- the statements of fact contained in this review are true and correct.

- the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.

- I have no present of prospective interest in the property that is the subject of this review, and I have no personal interest or bias with respect to either the parties involved nor the appraisers involved whose reports I have reviewed.

- my compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this review.

- the reported analysis, opinions, and conclusions were developed, and this review or reviews have been prepared, in conformity with the requirements of the Code of Professional Ethics of the National Association of Review Appraisers.

- the use of this review or reviews is subject to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.

Associated Appraisers, Inc.

CERTIFICATION
Continued

- I have made a personal inspection of the property that is the subject of this report as well as the comparable sales listed in the report.

- no one provided significant professional assistance to the person(s) signing this review.

- the value estimate has been reached independently, without collaboration or direction, and is based on the appraisal reviewed and other factual data contained in my files.

- unless otherwise stated in this review, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for an expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Keith L. Schultz
Arkansas Certified General Appraiser # CGO-271

Associated Appraisers, Inc.

Review of Belote & Associates Appraisal

of The City of Fayetteville Property (Tract B)

Areas of Review

1. Method of Appraisal
2. Use of correct terminology and definitions
3. Documentation of data
4. Use of correct English
5. Conformance with Code of Ethics and Standards of Conduct

Method of Appraisal

1. Identification of Property:

a) Adequate description and location with respect to the city, highways, etc.

2. Tax Information:

a) Pertinent tax information was included regarding the assessment, the current taxes or anticipated real property taxes.

3. History of Property:

a) The appraiser provided an adequate history of sales as required by both the governmental agency involved and the American Institute of Real Estate Appraisers.

4. Neighborhood Data:

a) The appraiser has provide a good description of the neighborhood.

5. Description of Property:

a) The appraiser's description of the site was adequate for the review appraiser to locate the property, determine the location of the utility lines. etc, and thus form an opinion of the highest and best use of the property.

6. Description of Partial Taking:

a) Not Applicable

7. Description of Site After the Taking:

a) Not Applicable

8. Description of Improvements:

a) The appraiser did not consider that the existing improvements contributed to the value of the whole property and the review appraiser agrees.

9. Zoning Information:

a) Zoning information was adequate

10. Utility Information:

a) Adequate utility information with respect to services was provided.

11. Highest and Best Use:

a) The appraiser provided a good analysis of the highest and best use of the property.

12. Sales Comparison Approach: (Site)

a) The appraiser provided an adequate sales comparison approach including the location of the sale properties, a map and an analysis that was adequate to allow the review appraiser to conclude that the appraiser's opinion of value was correct in terms of the site value as well as the value of the property as currently improved.

13. Cost Approach:

a) The appraiser discussed his reasons for not providing a cost approach and the review appraiser agrees with his reasoning.

14. Income Approach:

a) The appraiser stated his reasons for not including the income approach and the review appraiser agrees with the appraiser's reasoning.

15. Final Analysis and Conclusion of Value:

a) The appraiser provided an adequate discussion for the reconciliation and final value estimate.

16. Maps, Contracts, Photographs, Other:

a) Adequate maps, photographs, etc., were provided such that the review appraiser was able to locate the property and the sales data.

<u>Use Of Correct Definitions and Terminology</u>

1. All definitions included in the report are in compliance with the American Institute of Real Estate Appraisers.

<u>Documentation</u>

1. Sales documentation was adequate and the review appraiser was able to confirm all sales information utilized in the report.

<u>Use of Correct English</u>

I noted no grammatical errors in the report.

Standards of Professional Practice and Ethics

This report complies with the Code of Ethics and Professional Standards of the American Institute of Real Estate Appraisers. The appraiser states that he is member of the American Institute of Real Estate Appraisers and is, therefore, subject to the code of ethics and professional standards of conduct of that organization. He states that he is currently certified under that organizations program of continuing education. Mr. Belote is a state certified general appraiser.

Sincerely,

Keith L. Schultz
Arkansas Certified General Appraiser # CGO 271

Associated Appraisers, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

January 29, 1998

Mr. Ed Connell
Right of Way Department
City Administration Building
Fayetteville, Arkansas 72701

Re: Appraisal of the City of Fayetteville Property, (Tract C), Fayetteville, Arkanss by Belote & Associates, Fayetteville, Arkansas

Dear Mr. Connell:

At your request, I have completed a review of an appraisal report prepared by Mr. Troy Belote of Belote & Associates of the City of Fayetteville property (Tract C), Fayetteville, Arkansas located east of Razorback Road and south of Cato Springs Road. The appraisal was dated November 17, 1997 with an effective date of November 11, 1997 and delivered to this office on January 23, 1998. It is my opinion based on my review of the appraisal and the Uniform Standards of Professional Practice, that the reported value estimate of $170,000.00 is reasonable and supportable and I agree with the appraiser's conclusions.

Keith L. Schultz
State General Certified Appraiser #CG0271

Associated Appraisers, Inc.

SUMMARY OF IMPORTANT FACTS

Legal Description:	See attached
Size: Land:	1.332 acres
Improvements:	3,658 sq. ft.
Owner of Property:	City of Fayetteville
Review Requested By:	City of Fayetteville
Effective Date of Appraisal:	November 11, 1997
Date of Receipt:	January 23, 1998
Date of Review:	January 29, 1998
Date of Review Inspection:	January 29, 1998
Estimate of Market Value:	**$170,000.00**

CERTIFICATION

I certify that, to the best of my knowledge and belief . . .

- the statements of fact contained in this review are true and correct.

- the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.

- I have no present of prospective interest in the property that is the subject of this review, and I have no personal interest or bias with respect to either the parties involved nor the appraisers involved whose reports I have reviewed.

- my compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this review.

- the reported analysis, opinions, and conclusions were developed, and this review or reviews have been prepared, in conformity with the requirements of the Code of Professional Ethics of the National Association of Review Appraisers.

- the use of this review or reviews is subject to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.

CERTIFICATION
Continued

- I have made a personal inspection of the property that is the subject of this report as well as the comparable sales listed in the report.

- no one provided significant professional assistance to the person(s) signing this review.

- the value estimate has been reached independently, without collaboration or direction, and is based on the appraisal reviewed and other factual data contained in my files.

- unless otherwise stated in this review, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for an expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Keith L. Schultz
Arkansas Certified General Appraiser # CGO-271

Associated Appraisers, Inc.

Review of Belote & Associates Appraisal

of The City of Fayetteville Property (Tract C)

Areas of Review

1. Method of Appraisal
2. Use of correct terminology and definitions
3. Documentation of data
4. Use of correct English
5. Conformance with Code of Ethics and Standards of Conduct

Method of Appraisal

1. Identification of Property:

a) Adequate description and location with respect to the city, highways, etc.

2. Tax Information:

a) Pertinent tax information was included regarding the assessment, the current taxes or anticipated real property taxes.

3. History of Property:

a) The appraiser provided an adequate history of sales as required by both the governmental agency involved and the American Institute of Real Estate Appraisers.

4. Neighborhood Data:

a) The appraiser has provide a good description of the neighborhood.

5. Description of Property:

a) The appraiser's description of the site was adequate for the review appraiser to locate the property, determine the location of the utility lines. etc, and thus form an opinion of the highest and best use of the property.

6. Description of Partial Taking:

a) Not Applicable

7. Description of Site After the Taking:

a) Not Applicable

8. Description of Improvements:

a) The appraiser provided an adequate description of the existing improvements.

9. Zoning Information:

a) Zoning information was adequate

10. Utility Information:

a) Adequate utility information with respect to services was provided.

11. Highest and Best Use:

a) The appraiser provided a good analysis of the highest and best use of the property.

12. Sales Comparison Approach: (Site)

a) The appraiser provided an adequate sales comparison approach including the location of the sale properties, a map and an analysis that was adequate to allow the review appraiser to conclude that the appraiser's opinion of value was correct in terms of the site value as well as the value of the property as currently improved.

13. Cost Approach:

a) The appraiser provided adequate information regarding the cost approach and the review appraiser agrees with his reasoning.

14. Income Approach:

a) The appraiser provided an income approach and adequate information to establish a value estimate by the approach.

15. Final Analysis and Conclusion of Value:

a) The appraiser provided an adequate discussion for the reconciliation and final value estimate.

16. Maps, Contracts, Photographs, Other:

a) Adequate maps, photographs, etc., were provided such that the review appraiser was able to locate the property and the sales data.

<u>Use Of Correct Definitions and Terminology</u>

1. All definitions included in the report are in compliance with the American Institute of Real Estate Appraisers.

<u>Documentation</u>

1. Sales documentation was adequate and the review appraiser was able to confirm all sales information utilized in the report.

<u>Use of Correct English</u>

I noted no grammatical errors in the report.

Standards of Professional Practice and Ethics

This report complies with the Code of Ethics and Professional Standards of the American Institute of Real Estate Appraisers. The appraiser states that he is member of the American Institute of Real Estate Appraisers and is, therefore, subject to the code of ethics and professional standards of conduct of that organization. He states that he is currently certified under that organizations program of continuing education. Mr. Belote is a state certified general appraiser.

Sincerely,

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED
KEITH L. SCHULTZ

Keith L. Schultz
Arkansas Certified General Appraiser # CGO 271

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of January 6, 1998

FROM: Dale Frederick (Name) | Airport (Division) | General Gvmt. (Department)

ACTION REQUIRED: Request approval of the contract with Garver & Garver Engineers to conduct a thorough study of the electrical problems with the airfield lighting system. The contract includes costs of conducting the field investigation and preparation of a final report. This study will be eligible for 90% FAA funding and 5% state grant funding, therefore, final cost to the Airport will be $1,635.00.

COST TO CITY:

$32,700.00 Cost of this Request	$45,000.00 Category/Project Budget	Professional Services Category/Project Name
5550-3960-5314.00 Account Number	$ 0.00 Funds used to date	n/a Program Name
98054 Project Number	$45,000.00 Remaining Balance	Airport Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer 1-13-98
Accounting Manager Date

ADA Coordinator Date

1-13-98
City Attorney Date

Yolanda Fields 1-13-98
Internal Auditor Date

P Vice 1-13-98
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval.

Dec 9, 1997
Division Head Date

Department Director Date

1/16/98
Administrative Services Director Date

1/16/98
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: ____

Orig.Cont.Date

1.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **The Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **December 8, 1997**

SUBJECT: **Request approval of the contract with Garver & Garver Engineers to conduct a study of the electrical problems with the airfield lighting system.**

The Airport requests approval of the contract with Garver & Garver Engineers to conduct a study of the electrical problems with the runway and taxiway lights. The Airport has experienced several outages of runway and taxiway light sections, but no real solutions have been developed. Garver & Garver proposes to conduct an in-depth study of the problems and develop a report to the Airport staff on the repairs needed. This study has been discussed with the Airport's FAA project manager, who has said that the Airport would be eligible to receive 90% reimbursement from FAA Airport Improvement Project (AIP) grant funds. In addition, the Airport staff will seek a state grant for an additional 5% of the study cost. With full grant funding, this study should cost the Airport $1,635.00.

Attachments: Staff Review
Budget Adjustment
Garver and Garver contract

Garver & Garver, P.A.
Engineers

1010 Battery Street
P.O. Box 50
Little Rock, Arkansas 72203-0050
501-376-3633
FAX 501-372-8042

December 22, 1997

Garver+Garver

A GarverPlus Company

Mr. Dale Frederick
Manager, Fayetteville Municipal Airport
4500 S. School, Suite F
Fayetteville, Arkansas 72701

Re: Contract for Professional Services
Airfield Electrical Investigation

Dear Dale:

With this letter contract we propose to furnish professional services for the investigation of airfield electrical problems at Fayetteville Municipal Airport. In the following paragraphs, we will define the scope of services included, and the compensation we will receive.

Scope of Services:

We will prepare a plan for investigation of Drake Field's airfield electrical system. To prepare this plan, we will review McClelland Consulting Engineer's final report, dated August 1997. We will discuss the elements of our plan for investigation of the airfield electrical system with you and your staff, and airfield tenants as required.

We plan to accomplish the airfield electrical investigation with an experienced construction technician, teamed with an experienced electrician. The team will be supported by construction equipment (such as backhoes) required for the excavation of components of the electrical system. We have included the cost of renting this equipment in this proposal. If we can use equipment owned by the airport for this purpose, we will not charge for this service.

During the course of the investigation, we will advise you if repairs to the system could be economically made during the time of the investigation. At your direction, we will coordinate with the current electrical contractor who holds the indefinite delivery service (IDS) contract for Drake Field. We will advise the IDS contractor of the repairs to be made, and he will actually make these repairs.

During the investigation, we will attend conferences with the airport staff, FAA, and others that may be interested, to discuss the problems of the electrical system.

At the end of the investigation, we will prepare a report of our findings. The report will include recommendations for required action resulting from the investigation, including cost estimates. We will review the findings of the report with the Airport Staff and Commission, and revise the report to include comments from the Staff and Commission, if necessary. If you wish we will also prepare applications for State or Federal Funds, or other supporting paperwork that may be appropriate.

L:\Projects\976102\Contract\letter-contract.doc

Schedule

We will accomplish the investigation and report under a mutually agreeable schedule. We anticipate approval of this contract in December, and we anticipate beginning the work soon after our contract is approved.

Fees

We proposed to accomplish the investigation and report for the cost of time at the marked up rates tabulated in the attached engineering cost estimate, and for the fixed fee of $3,503.58. Materials normal and necessary to the project will be billed at the actual cost of materials. Our estimated cost of the project is not to exceed $32,700.

Acceptance of this Contract

Please accept the terms of the contract by signing each of the four originals of this contract below. Please return one copy of the accepted contract to us for our files. Thank you for considering Garver+Garver for this project, and please call with any questions.

Sincerely yours,

GARVER+GARVER, P.A.

Wm. Brock Johnson, P.E.
Executive Vice President

Accepted for the City of Fayetteville:

Attachments

Cc: Bob Bryant
Tom McMillin
Mike Griffin

Fayetteville Municipal Airport - Drake Field 23-Dec-97
Airfield Electrical Investigation
Scope of Work and Engineering Services Cost Estimate

Items

1. Prepare plan for Airfield Electrical investigation. Prepare drawings to communicate the plan to technicians who will accomplish the investigation. Review plan with airport staff.

2. Accomplish the Airfield Electrical system investigation. Electrical Engineers will direct and support engineering technicians who will accomlish the investigation.

3. Prepare report summarizing results of the airifeld electrical system investigation. Recommend action for upgrade and improvement of the airfield electrical system. Prepare cost estimates for construction and/or repairs recommended in report. Support report through review by the City of Fayetteville staff, and prepare supporting documents as directed.

	Hours per Item			
Job Classification	1	2	3	Total
Senior Project Manager	4	16	12	32
Project Engineer	12	2	40	54
Design Engineer	12	24	12	48
Senior Tehnician/Draftsman	12	130	48	190
Clerical	2	4	12	18

1.06

Fayetteville Municipal Airport - Drake Field 23-Dec-97
Airfield Electrical Investigation
Scope of Work and Engineering Services Cost Estimates

DIRECT SALARY COST	MAN HOURS	COST
Senior Project Manager	32	$1,190.40
Project Engineer	54	$1,107.00
Design Engineer	48	$729.60
Senior Technician/Draftsman	190	$3,135.00
Clerical	18	$214.20
Subtotal - Salaries		**$6,376.20**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (150.00%)		$9,564.30

DIRECT NON-PAYROLL COSTS	
Reproduction	$250.00
Survey Supplies	$50.00
Computer Rental	$250.00
Electrician and Construction Equipment	$12,000.00
Travel / Lodging	$706.00
Subtotal - Direct Non-Payroll Costs	**$13,256.00**

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Fayetteville Municipal Airport - Drake Field 23-Dec-97
Airfield Electrical Investigation
Scope of Work and Engineering Services Cost Estimates

Electrician

		Hours	Rate/Hr	Total
Labor	electrician	130	$ 50.00	$ 6,500.00
Equipment	backhoe	100	$ 55.00	$ 5,500.00

Total **$ 12,000.00**

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 3, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve rezoning request RZ 97.22.10, submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located on the north side of Wedington Road, west of Rupple Road. The property contains 5.61 acres and the request is to rezone from A-1, Agriculture, to R-O, Residential Office.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ________

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	1-16-97 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: the staff forwards the Planning Commission recommendation for approval by a vote of 5-2-0.

Division Head	1.16.98 Date	Cross Reference
Department Director	1-19-98 Date	New Item: Yes No
Administrative Services Director	1-19-98 Date	Prev Ord/Res#:
Mayor	Date	Orig Contract Date:

3.02

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 97-22.10 FOR A PARCEL CONTAINING APPROXIMATELY 5.61 ACRES LOCATED ON WEDINGTON DRIVE REQUESTED BY SHAHRYAR KHAJEHNAJAFI.

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:

RZ 97-22.10 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From A-1, Agricultural District to R-O, Residential-Office District.

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 ____, 1998.

APPROVED:

By:______________________
Fred Hanna, Mayor

ATTEST:

By:______________________
Traci Smith, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 97-22.10

A part of the Southwest Quarter of the Northeast Quarter of Section 12, Township 16 North, Range 31 West, in Washington County, Arkansas and being more particularly described as follows; beginning at a point South 00 degrees 08 minutes 16 seconds East 659.81 feet from the Northwest corner of said 40 acre tract, said point being a found iron pin; thence South 00 degrees 13 minutes 55 seconds East 660.19 feet to the South line of said 40 acre tract; thence along said South line south 88 degrees 53 minutes 19 seconds East 418.96 feet; thence leaving said South line North 00 degrees 18 minutes 10 seconds West 333.36 feet to a found iron pin; thence North 326.83 feet to a set iron pin; thence North 89 degrees 53 minutes 19 seconds West 419.87 feet to the point of beginning containing 6.35 acres more or less and being subject to a road easement on the South side.

This conveyance is contingent upon a reservation of a right-of-way easement in favor of Grantors, and their heirs and assigns, for purposes of ingress and egress to and from, over, upon and along the same for purposes of access to other lands situated adjacent to the above-described property, with said easement more particularly described as follows: 25 feet of equal and uniform width on either side of a line beginning 209 feet from the Southwest corner of the above-described real estate and running due North to the Northernmost boundary line of the above-described real estate.

MINUTES OF A MEETING OF THE PLANNING COMMISSION

A regular meeting of the Planning Commission was held January 12, 1998 at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Conrad Odom, Phyllis Johnson, Lee Ward, John Watkins, Gary Tucker, Lorel Hoffman, and Bob Reynolds

STAFF PRESENT: Alett Little, Tim Conklin, Dawn Warrick, and Sharon Langley

ITEMS REVIEWED:	ACTION TAKEN
1. RZ97-22.10: Shahryar Khajehnajafi	Approved/fwd City Council
2. RZ97-23.10: Shahryar Khajehnajafi	Approved/fwd City Council
3. RZ98-1.00 Richard Mayes	Approved w/conditions/fwd City Council
4. RZ98-2.00 Sam Rogers	Approved/fwd City Council
5. CU98-2.00 Jim Smithwick	Approved w/conditions

APPROVAL OF THE MINUTES

The minutes were approved as distributed.

OLD BUSINESS:

RZ97-22.10: SHAHRYAR KHAJEHNAJAFI (pp 401)
N SIDE OF WEDINGTON, W OF RUPPLE ROAD

The first item before the Planning Commission was rezoning request RZ97-22.10 submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located on the north side of Wedington Road, west of Rupple Road. The property contains 5.61 acres and the request is to rezone from A-1, Agriculture, to R-O, Residential Office.

RECOMMENDED MOTION:

Staff recommends approval of the requested R-O zoning with no conditions.

Mr. Steenken reminded the Commission they had reviewed the tract previously when his client had requested commercial zoning. He stated the applicant had modified the requested change to R-O.

Ms. Hoffman stated she had indicated at that previous meeting she could support R-O zoning since she believed it would support the neighbors' needs more appropriately than commercial. She did, however, express concern as to commercial traffic on Meadowlands. She explained she had believed there would be a buffer between the residential area and the subject property.

Mr. Steenken advised his client did not have a development plan. He pointed out the tract would be required to go through the large scale development process prior to any construction.

Mr. Odom pointed out the property would be some what protected by the R-O zoning, since it was restrictive.

Public Comment:

There was no public comment.

In response to a question from Mr. Forney, Mr. Steenken stated the property was 333 feet deep.

Mr. Forney stated the depth of the tract would necessitate Meadowlands handling some commercial traffic but would also eliminate some curb cuts on Wedington.

MOTION

Mr. Forney moved to approve RZ97-22.10.

Mr. Reynolds seconded the motion.

The motion carried 5-2-0 with Commissioners Forney, Odom, Hoffman, Ward, and Reynolds voting "yes" and Commissioners Watkins and Tucker voting "no".

RZ97-23.10: SHAHRYAR KHAJEHNAJAFI (pp 401)
N SIDE OF WEDINGTON, W OF RUPPLE ROAD

The next item before the Planning Commission was rezoning request RZ97-23.10 submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located on the north side of Wedington Road, west of Rupple Road. The property contains 3.24 acres and the request is to rezone from A-1, Agriculture, to R-O, Residential Office.

RECOMMENDED MOTION:

Staff recommends approval of the requested R-O zoning with no conditions.

Mr. Steenken advised the subject tract adjoined the property on which the Commission had just voted and was to the west of the E-Z Mart. He contended residential use on this tract was minimal and R-O would make the property much more useful.

In response to a question from Mr. Reynolds, Ms. Little advised the widening of Wedington into a 4-lane road would include the subject property.

Public Comment:

There was no public comment.

Mr. Tucker stated there was still considerable vacant R-O property in the area and, therefore, he would vote against the rezoning.

Mr. Watkins stated he had voted no on the previous rezoning and would vote no on this rezoning also because they were starting the "domino effect" on Wedington Road. He reminded the Commission there was another rezoning request coming later in the meeting for rezoning on Wedington. He contended they were approving strip development all along Wedington which was inconsistent with the 2020 Plan.

MOTION

Ms. Hoffman moved to approve RZ97-23.10 from A-1 to R-O.

Mr. Reynolds seconded the motion.

Mr. Forney stated he agreed that they did not want to encourage strip zoning. He advised that, in many cases, R-O had been applied as a way to get more dense use than strictly residential on properties such as the one they were discussing. He expressed his belief the R-O zoning was the best tool they had to deal with sites such as the subject tract. He further stated he would like to see some of the R-O property be developed residentially. He advised he believed they should consider some alternative strategy other than R-1, -2, -3 and R-O or an amendment to R-O. He further stated he believed the tract was large enough that they could control the access and limit curb cuts.

Mr. Tucker expressed his belief there was already sufficient land zoned appropriately.

Mr. Watkins stated he would feel better about working on alternative plans if the Commission were to impose a moratorium. He advised that, since he lived in Fayetteville, anyone who wanted something rezoned got it rezoned, creating the domino effect.

Mr. Reynolds pointed out there was a business to the west of the subject tract. He also noted the State Highway Department was widening Wedington in the area to four lanes. He expressed his belief no one would want to construct a residence on the subject tract.

Mr. Tucker stated a plant nursery (the business to the west) was a conditional use in A-1 zoning. He advised he did not believe that was extending commercial zoning.

Ms. Hoffman advised she also was not in favor of "strip development". She pointed out there was an absence of neighborhood services in the subject area and, by providing those services, the traffic on Wedington would be cut down. She further stated to rezone the property R-O was within the 2020 Plan guidelines by providing services available to residents where they were needed.

Ms. Johnson stated she did not believe the Commission had contributed to the "domino effect".

The motion carried 6-2-0 with Commissioners Forney, Odom, Hoffman, Ward, Reynolds and Johnson voting yes and Commissioners Watkins and Tucker voting no.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Charles Venable, Asst. Public Works Director**
	Alett S. Little, City Planner
FROM:	**Tim Conklin, Planner**
DATE:	**January 12, 1998**

RZ 97-22.10: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located north of Wedington Drive and west of Rupple Road. The property is zoned A-1, Agricultural, and contains approximately 5.61 acres (east side of Meadowlands Drive contains 2.97 acres and the west side of Meadowlands Drive contains 2.64 acres). The request is to change the zoning from A-1 to R-O, Residential Office.

RZ 97-23.10: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi and Fred Rehat for property located north of Wedington Drive and west of Rupple Road. The property is zoned A-1, Agricultural, and contains approximately 3.24 acres. The request is to change the zoning from A-1 to R-O, Residential Office.

RECOMMENDED MOTIONS:

RZ97-22.10: Staff recommends approval of the requested R-O zoning.

RZ97-23.10: Staff recommends approval of the requested R-O zoning.

PLANNING COMMISSION ACTION: YES Required

_____Approved _____Denied

Date: 1/12/98

Comments:

CITY COUNCIL ACTION: YES Required

______Approved ______Denied

Date: ___/___/___

BACKGROUND

The applicant originally petitioned to rezone two contiguous tracts of land from A-1 to C-1. One tract of land contains 5.61 acres and has frontage on Highway 16W/Wedington Drive. This tract is divided approximately in half by Meadowlands Drive which runs north and south creating two separate tracts of 2.97 and 2.64 acres. The other tract has frontage on Highway 16 West/Wedington Drive and contains 3.24 acres. The applicant has amended his petition and has requested R-O, Residential Office zoning.

Both properties are undeveloped. The applicant has stated in writing that the rezoning is needed in order to sell both properties to a prospective buyer who wants to build a specialty shop or restaurant.

Due to the size of each tract, all three will have to be developed as large scale developments and meet the commercial design standards if rezoned and developed.

ADJACENT LAND USE AND ZONING

North: Residential, R-1.5, A-1
South: Undeveloped, Wedington House, Catfish Hole Restaurant, A-1, R-O, C-1
West: Westwood Gardens, A-1
East: Undeveloped, E-Z Mart, C-1

INFRASTRUCTURE:

At the time of development, City ordinances will address onsite and offsite improvements related to streets, storm water, grading, erosion, tree preservation, fire protection, sidewalks, street lighting, location of utilities, sewer, and other improvements associated with the development of this land. The cost of such improvements shall be paid for and installed by the developer pursuant to current ordinances and approved plans. Assessments for construction of Rupple Road, Wedington Drive, and sewage treatment systems are likely at the time of development.

Streets: Access to this tract is from Highway 16 West/Wedington Drive, classified as a principal arterial, and Meadowlands Drive, classified as a local street.

Water: Water is available along Highway 16 West from an existing 8" line.

Sewer: Sewer is available along the north end of Meadowlands drive from an existing 8" line. The applicant is advised that a contribution to upgrade the Hamstring Creek sewer lift station will be assessed at the time of development.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§ 160.041 DISTRICT R-O RESIDENTIAL-OFFICE.

(A) *Purposes.* 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 permitted.*

Unit 1--	City-wide uses by right.
Unit 5--	Government facilities.
Unit 8--	Single-family and two-family dwellings.
Unit 12--	Offices, studios and related services.
Unit 25--	Professional offices.

(C) *Uses permissible on appeal to the planning commission.*

Unit 2--	City-wide uses by conditional use permit.
Unit 3--	Public protection and utility facilities.
Unit 4--	Cultural and recreational facilities.
Unit 9--	Multi-family dwelling - medium density.
Unit 10--	Multifamily dwelling - high density.
Unit 13--	Eating places.

RZ97-22.10 & 23.10 FINDINGS OF THE STAFF:

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

   Staff finding: The proposed rezonings will allow single-family and two-family residential uses along with office type uses. These types of land uses are consistent

with land use planning objectives, principals, and policies and with land use and zoning plans.

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

   Staff finding: There are several areas along Wedington Road that are zoned commercial and residential office that have not yet developed and are currently for sale. Adjoining the property to the west is a vacant tract already zoned C-1 with 164' of frontage on Wedington Drive. Directly across Wedington Drive south of this property there are two tracts of land zoned R-O that are for sale and could be approved by the Planning Commission for a restaurant as a conditional use.

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

   Staff finding: The change in zoning from A-1 to R-O would not create or appreciably increase traffic danger and congestion.

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

   Staff finding: Development of both tracts under R-O zoning should not cause undesirable increase on the load with regard to public services including schools, water, and sewer facilities.

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

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

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

   Staff finding: N/A

3.12

F. LEWIS STEENKE

ATTORNEY AT LAW
31 E. CENTER STREET, SUITE 207
POST OFFICE BOX 1130
FAYETTEVILLE, ARKANSAS 72702-1130

TELEPHONE:
501/575-0515
FAX:
501/575-0516

November 18, 1997

Tim Conklin
Assistant Planning Director
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Re: Rezoning - Shahryar Khajehnajafi
RZ - 97 - 22.00
RZ - 97 - 23.00

Dear Tim,

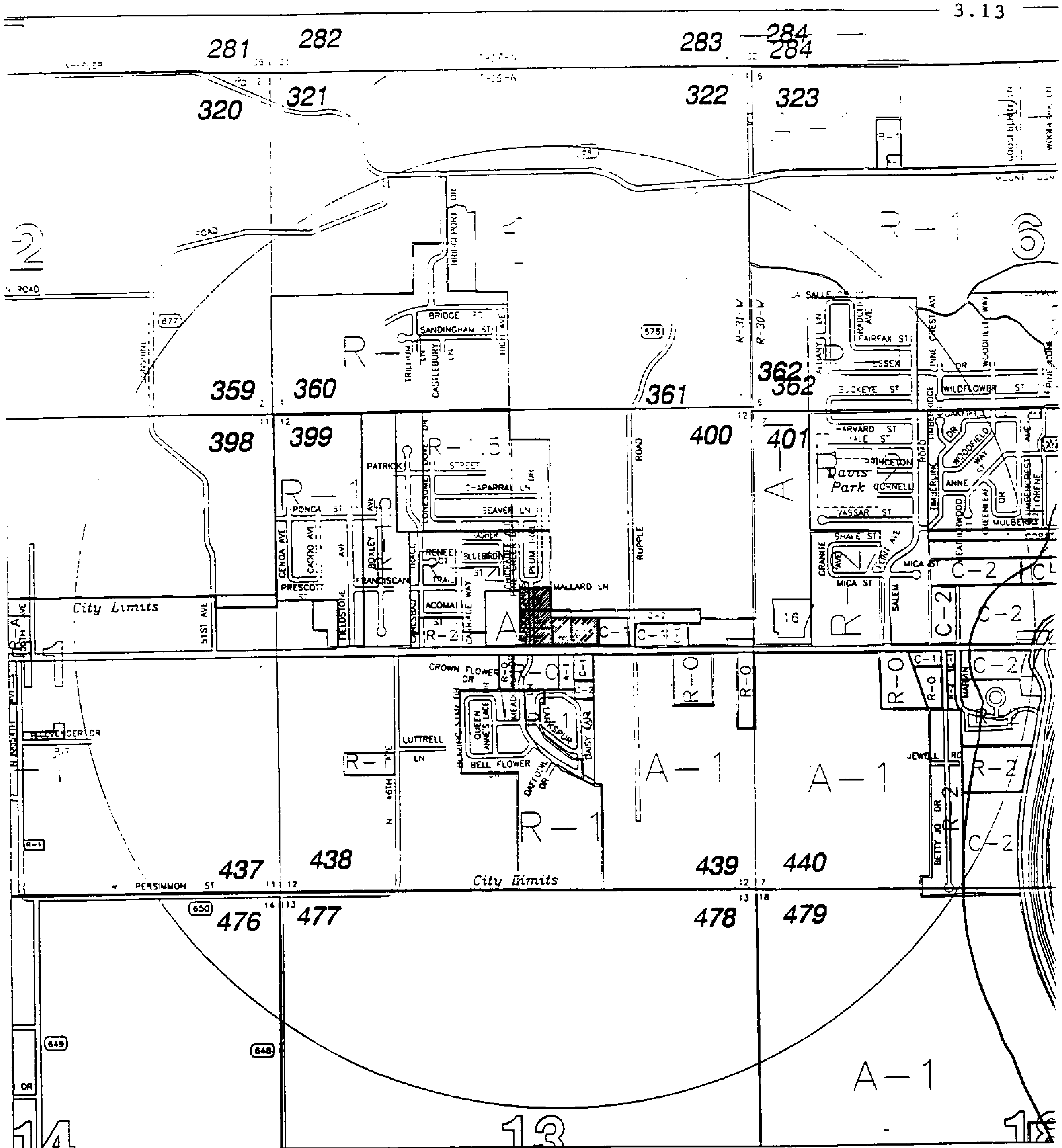
I have discussed the results of the planning commission meeting on November 10th with my client. He agrees with me that half a loaf is better than none and accordingly has instructed me to amend our rezoning request from C-1 to R.O. You may recall that we discussed this option at the commission meeting.

Please put this matter on your next available agenda and let me know if you require additional information.

With ~~Best~~ Personal Regards,

F. Lewis Steenken

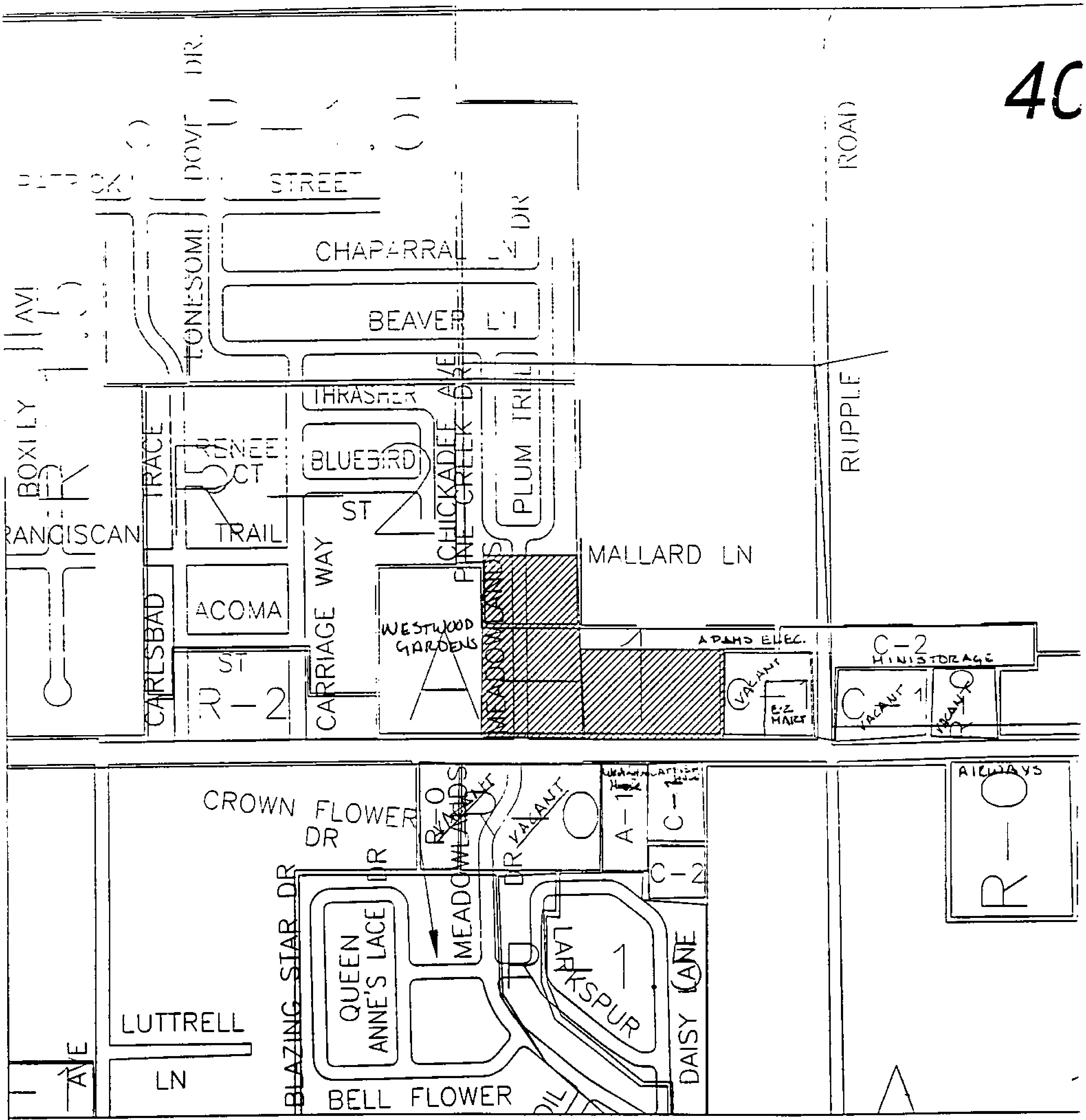
cc. Shahryar Khajehnajafi
Fred Rehat



SCALE: 1" = 1,500'

FAYETTEVILLE

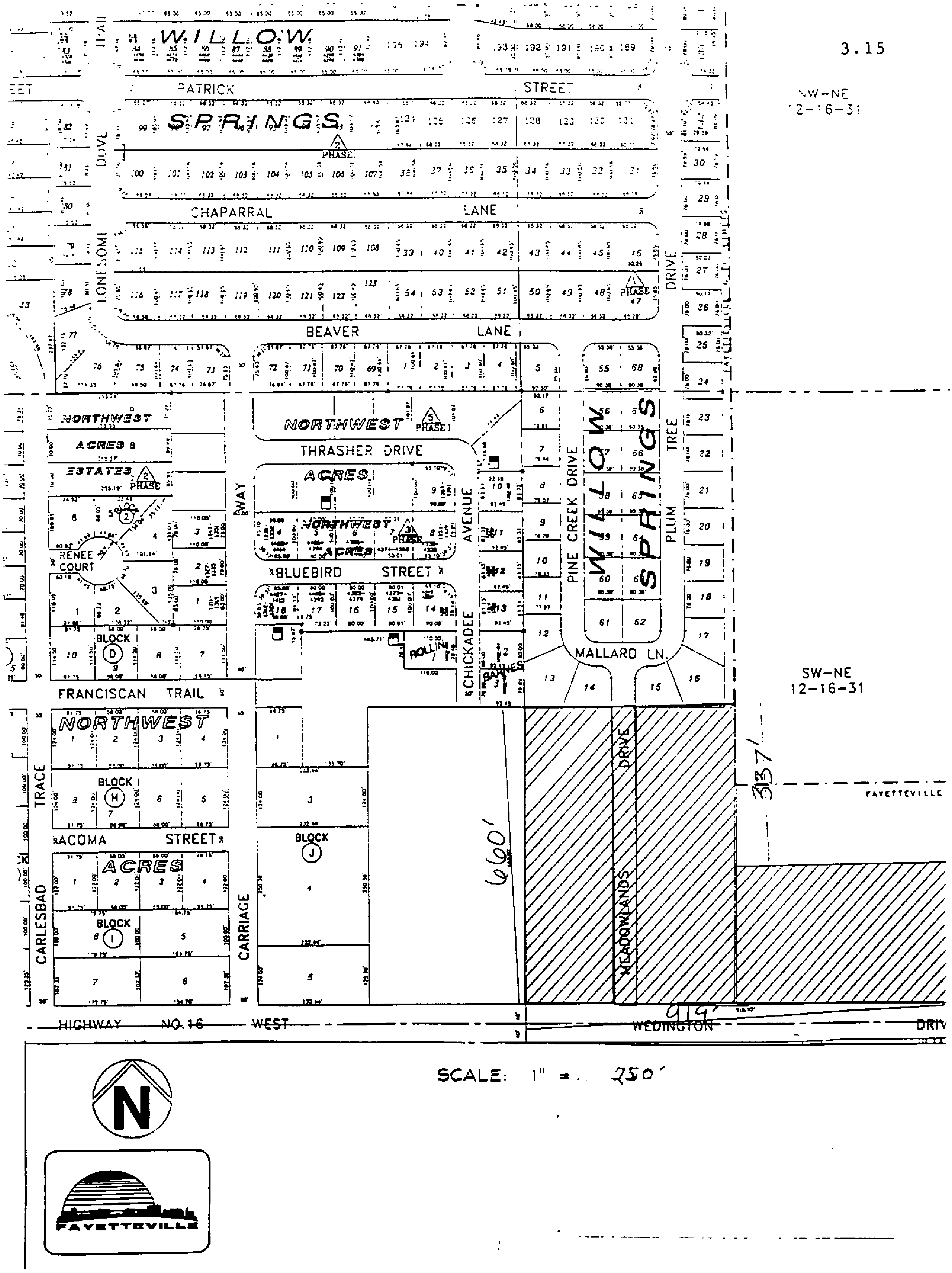
361



SCALE: 1" = 500'

N

FAYETTEVILLE


WILLOW
PATRICK STREET
SPRINGS
PHASE 2
DOVE
CHAPARRAL LANE
LONESOME
PHASE 1
DRIVE
BEAVER LANE
NORTHWEST ACRES
ESTATES
PHASE 2
THRASHER DRIVE
PHASE 5
ACRES
NORTHWEST ACRES
PHASE 3
RENEE COURT
BLOCK 2
BLUEBIRD STREET
AVENUE
CHICKADEE
PINE CREEK DRIVE
WILLOW SPRINGS
TREE
PLUM
MALLARD LN.
BLOCK D
FRANCISCAN TRAIL
NORTHWEST
BLOCK H
TRACE
ACOMA STREET
ACRES
BLOCK I
CARLESBAD
CARRIAGE
BLOCK J
MEADOWLANDS DRIVE
660'
337'
919'
FAYETTEVILLE
HIGHWAY NO. 16 WEST
WEDINGTON DRIVE
NW-NE 12-16-31
SW-NE 12-16-31
SCALE: 1" = 250'
N
FAYETTEVILLE

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 3, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve rezoning request RZ 97.23.10, submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located on the north side of Wedington Road, west of Rupple Road. The property contains 3.24 acres and the request is to rezone from A-1, Agriculture, to R-O, Residential Office.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	1-16-98 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: the staff forwards the Planning Commission recommendation for approval by a vote of 6-2-0.

Alett Little Division Head	1.16.98 Date	**Cross Reference**
Department Director	1-19-98 Date	New Item: **Yes** **No**
Administrative Services Director	1-19-98 Date	Prev Ord/Res#: ________
Mayor	Date	Orig Contract Date: ______

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 97-23.10 FOR A PARCEL CONTAINING APPROXIMATELY 3.24 ACRES LOCATED ON WEDINGTON DRIVE REQUESTED BY SHAHRYAR KHAJEHNAJAFI.

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:

RZ 97-23.10 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From A-1, Agricultural District to R-O, Residential-Office District.

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 ____, 1998.

APPROVED:

By:______________________

Fred Hanna, Mayor

ATTEST:

By:____________________

Traci Smith, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 97-23.10

Part of the Southwest quarter of the Northeast quarter of Section 12, Township 16 North, Range 31 West, described as commencing at the East quarter of said Section 12, and running North 88 degrees 34 minutes 51 seconds West 1701.84 feet to the point of beginning; said point being a set cotton spindle on the Southern Boundary of said 40 acre tract; thence North 88 degrees 34 minutes 51 seconds West 499.99 feet to a set cotton spindle at a point on the Southern Boundary of said 40 acre tract; thence North 00 degrees 57 minutes 47 seconds East 338.43 feet to a set iron pin; thence South 88 degrees 28 minutes 15 seconds East 499.99 feet to a set iron pin; thence South 00 degrees 54 minutes 19 seconds West 337.48 feet to the point of beginning, 3.878 acres, more or less, Fayetteville, Washington County, Arkansas.

Subject to:
Arkansas Highway Right-of-way, 40 feet in width, lying North of and adjacent to the Southern Boundary of above described lands. Also: A utility easement, 25 feet in width, lying North of and adjacent to the North right-of-way of Arkansas Highway No. 16; Also: A utility easement, 15 feet in width, lying West of and adjacent to the Eastern Boundary of above described lands.

4.04

Original copy in RZ 97-22

PC - Nov. 10. 1997

FAYETTEVILLE

THE CITY OF FAYETTEVILLE. ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Charles Venable, Asst. Public Works Director
Alett S. Little, City Planner
FROM: Tim Conklin, Planner
DATE: November 10, 1997

RZ 97-22.00: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi fo property located north of Wedington Drive and west of Ruppie Road. The property is zoned A-1, Agricultural, and contains approximately 5.61 acres (east side of Meadowlands Drive contai 2.97 acres and the west side of Meadowlands Drive contains 2.64 acres). The request is to change the zoning from A-1 to C-1.

RZ 97-23.00: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi a Fred Rehat for property located north of Wedington Drive and west of Ruppie Road. The property is zoned A-1, Agricultural, and contains approximately 3.24 acres. The request is to change the zoning from A-1 to C-1.

RECOMMENDED MOTIONS:

RZ97-22: Staff recommends denial of the requested 5.61 acre rezoning from A-1, Agricultural to C-1, Neighborhood Commercial. This request is inconsistent with Gener Plan 2020 Future Land Use Plan which designates this property as residential. Staff wou support a motion to rezone this property to R-O Residential Office which is more consistent with General Plan 2020.

RZ97-23: Staff recommends denial of the requested 3.24 acre rezoning from A-1, Agricultural to C-1, Neighborhood Commercial. This request is inconsistent with Gener Plan 2020 Future Land Use Plan which designates this property as residential. Staff wou support a motion to rezone this property to R-O Residential Office which is more consistent with General Plan 2020.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: 11/10/97

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

BACKGROUND

The applicant has petitioned to rezone two contiguous tracts of land from A-1 to C-1. One tract of land contains 5.61 acres and has frontage on Highway 16W/Wedington Drive. This tract is divided approximately in half by Meadowlands Drive which runs north and south creating two separate tracts of 2.97 and 2.64 acres. The other tract has frontage on Highway 16 West/Wedington Drive and contains 3.24 acres.

Both properties are undeveloped. The applicant has stated in writing that the rezoning is neede in order to sell both properties to a prospective buyer who wants to build a specialty shop or restaurant.

Due to the size of each tract, all three will have to be developed as large scale developments an meet the commercial design standards if rezoned and developed.

ADJACENT LAND USE AND ZONING

North: Residential, R-1.5, A-1
South: Undeveloped, Wedington House, Catfish Hole Restaurant, A-1, R-O, C-1
West: Westwood Gardens, A-1
East: Undeveloped, E-Z Mart, C-1

INFRASTRUCTURE:

At the time of development, City ordinances will address onsite and offsite improvements relat to streets, storm water, grading, erosion, tree preservation, fire protection, sidewalks, street lighting, location of utilities, sewer, and other improvements associated with the development this land. The cost of such improvements shall be paid for and installed by the developer pursuant to current ordinances and approved plans. Assessments for construction of Rupple Road. Wedington Drive. and sewage treatment systems are likely at the time of development.

Streets: Access to this tract is from Highway 16 West/Wedington Drive. classified as a principa arterial. and Meadowlands Drive. classified as a local street.

Water: Water is available along Highway 16 West from an existing 8" line.

Sewer: Sewer is available along the north end of Meadowlands drive from an existing 8" line. The applicant is advised that a contribution to upgrade the Hamstring Creek sewer lift station will be assessed at the time of development.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

§ 160.041 DISTRICT R-O RESIDENTIAL-OFFICE.

(A) *Purposes.* 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 permitted.*

Unit 1--	City-wide uses by right.
Unit 5--	Government facilities.
Unit 8--	Single-family and two-family dwellings.
Unit 12--	Offices, studios and related services.
Unit 25--	Professional offices.

(C) *Uses permissible on appeal to the planning commission.*

Unit 2--	City-wide uses by conditional use permit.
Unit 3--	Public protection and utility facilities.
Unit 4--	Cultural and recreational facilities.
Unit 9--	Multi-family dwelling - medium density.
Unit 10--	Multifamily dwelling - high density.
Unit 13--	Eating places.

RZ97-22 & 23 FINDINGS OF THE STAFF:

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

   Staff finding: The proposed rezonings are not consistent with General Plan 2020.

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

   Staff finding: There are several areas along Wedington Road that are zoned commercial and residential office that have not yet developed and are currently for sale. Adjoining the property to the west is a vacant tract already zoned C-1 with 164' of frontage on Wedington Drive. Directly across Wedington Drive south of th property there are two tracts of land zoned R-O that are for sale and could be approved by the Planning Commission for a restaurant as a conditional use.

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

   Staff finding: The change in zoning from A-1 to C-1 would not create or appreciab increase traffic danger and congestion.

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

   Staff finding: Development of both tracts under C-1 zoning should not cause undesirable increase on the load with regard to public services including schools, water, and sewer facilities.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the propose 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 the: are reasons under b (1) through (4) above why the proposed zoning is not

RZ 97-22.00 AND RZ 97-23.00: REZONING (SHAHRYAR KHAJEHNAJAFI)
KHAJEHNAJAFI- N OF WEDINGTON DR.A ND W. OF RUPPLE RD.

RZ 97-22.00: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi for property located north of Wedington Drive and west of Rupple Road. The property is zoned A-1, Agricultural, and contains approximately 5.61 acres. (East side of Meadowlands Drive contains 2.97 acres and the west side of Meadowlands Drive contains 2.64 acres). The request is to change the zoning from A-1 to C-1.

RZ 97-23.00: Rezoning was submitted by Lew Steenken on behalf of Shahryar Khajehnajafi and Fred Rehat for property located north of Wedington Drive and west of Rupple Road. The property is zoned A-1. Agricultural. and contains approximately 3.24 acres. The request is to rezone from A-1 to C-

Recommendation: Staff recommends denial of the requested 5.61 acre rezoning from A-1, Agricultural to C-1, Neighborhood Commercial. This request is inconsistent with General Plan 2020 Future Land Use Plan which designates this property as residential. Staff would support a motion to rezone this property to R-O Residential Office which is more consistent with General Plan 2020.

Recommendation: Staff recommends denial of the requested 3.24 acre rezoning from A-1, Agricultural to C-1, Neighborhood Commercial. This request is inconsistent with General Plan 2020 Future Land Use Plan which designates this property as residential. Staff would support a motion to rezone this property to R-O Residential Office which is more consistent with General Plan 2020.

Mr. Steenken stated he would be addressing his client as Mr. Shar. He stated the properties adjoined each other. He noted to the east of the properties was an E-Z Mart. To the west was a nursery. Across the highway was a restaurant. The area was surrounded by high density residential uses. Mr. Shar was interested in selling his property to an individual who was needed commercial zoning. The buyer was wanting to develop small retail shops that would service the growth on the west side of town. Commercial development on the west side of town would reduce some of the traffic problems on Wedington because the people living on the west side would not have to travel as far for services. He noted most of the subdivision were located off the highway. He felt the best use of the property would be in service oriented shops that would service the area residents.

There was no public comment.

Ms. Hoffman asked what types of neighborhood services an R-O zoning would allow.

Mr. Conklin replied R-O allowed for professional offices, single family and two family dwellings. studio. barber shops. studios. medial supplier. With a conditional use restaurants. cultural and recreational facilities and many of the limited neighborhood commercial uses were allowed.

Mr. Steenken replied the owner would prefer to have the property zoned Commercial.

Mr. Odom did not believe the commission should deviate from the land use plan. The area was designated as residential. He felt a better use of the property would be a buffering zone of R-O He would not be supporting the C-2 request.

Mr. Watkins would not support the Commercial or the R-O rezoning because there was ample commercial property in the area that had not been developed. The rezoning would encourage strip development along the highway.

Mr. Reynolds noted there were eight C-2 properties. four C-1, and four R-O properties that were vacant in the area now, without rezoning this property. He felt there was enough commercial property available in the area.

Mr. Forney felt the commission needed to stay with the land use plan which encourage the making of nodes and discourage the making of strips.

Mr. Steenken felt they would be developing the node concept by developing the Rupple/Wedington area.

Ms. Johnson did not see how Wedington could develop as a strip, because there were new subdivisions in place along the highway on both sides. This was unlike an area that could become a strip. She felt the Planning Commission should consider a mixed use and that they were over simplifying their approach to rezoning in this area.

Mr. Tucker felt mix use was appropriate in the area, however, there was plenty of land in the area suitably zoned to accommodate the proposed use.

Mr. Forney noted the Commission had approved rezoning in the past in hopes of services being provided, but the only services provided had been the increase in property values. There was no guarantee that this rezoning would accommodate any of the needs.

MOTION

Mr. Forney moved to deny the rezoning request.

Mr. Steenken asked if the commission would consider an R-O zoning at this time.

Ms. Hoffman stated she would support an R-O zoning as a buffer between the highway and the residential. She did not believe the commission was able to adequately address the matter. She recommended a R-o with a buffer toward the back.

Mr. Odom stated the applicant could resubmit an application for another rezoning to R-O. He could not come back for a C-2 zoning.

Mr. Steenken asked to vote on the C-2 zoning and table the R-O zoning.

Ms. Little stated if the Commission denied a commercial rezoning he could not resubmit for a commercial zoning for a year.

The motion to deny carried by a vote of 6-1-0. Hoffman voting nay.

Mr. Odom stated if the applicant wished to consider the R-O zoning to get with staff on a resubmitting. He added the applicant was able to appeal the Planning Commission to the City Council.

Ms. Little stated since the motion was to deny the applicant could appeal to City Council, which could approve a rezoning to R-O.

Mr. Forney felt they should consider the R-O because the entry to a subdivision would be off a residential street.

The meeting adjourned at 9:15 pm.

MINUTES OF A MEETING OF THE PLANNING COMMISSION

A regular meeting of the Planning Commission was held November 24, 1997 at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Conrad Odom, Phyllis Johnson, Lee Ward, John Watkins, Gary Tucker, and Bob Reynolds.

STAFF PRESENT: Jim Beavers, Tim Conklin, Dawn Warrick, and Heather Woodruff.

ITEMS REVIEWED:	ACTION TAKEN
1. RZ 97-21.00: Rezoning (Mid-Southern Enterprises)	Denied
2. RZA 97-17.00: Annexation (Gary Atha)	Approved
3. RZ 97-20.00: Rezoning (Gary Atha)	Approved

APPROVAL OF THE MINUTES

The minutes were approved as distributed.

RZ 97-21.00: (MID-SOUTHERN ENTERPRISES, INC.)
MID-SOUTHERN- N. OF WEDINGTON DR. & W. OF SALEM RD.

The rezoning was submitted by Marshall Carlisle of Murphy & Carlisle on behalf of Mid-Southern Enterprises, Inc. For property located north of Wedington Drive and west of Salem Road. The property is zoned R-2, Medium Density Residential, and contains approximately 9.966 acres. The original request was to change the zoning from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial. The applicant's new proposal is to rezone 5.45 acres to C-2 (RZ 97-21.10) and 3.34 acres to R-O (RZ 97-21.20).

Recommendation: the staff recommended denial of the requested rezoning as being inconsistent with General Plan 2020 and was not justified or needed at this time. Planning Commission considered this tract for C-2 zoning in 1989 deciding to recommend only the east side of Salem Road (6.47 acres) and that tract remains undeveloped. Additional commercial zoning may be appropriate at a future time when improvements to accommodate additional traffic on 16W are made.

If the Planning Commission recommends C-2 zoning in this area, staff recommends that access to the entire tract be limited to one curb cut on Wedington Drive and Salem Road for the proposed loop street.

The applicant has presented a schematic subdivision plan. Staff comments on the plan follow:

1. Access to each lot should be provided by either cross access and/or public streets within the project.
2. The proposal (which is recognized as being very preliminary) appears to separate the tract into 20 independent lots. A common design theme for the development should be required.
3. The schematic subdivision proposes the bulk of the property to be C-2 with a small amount of R-O. Staff feels these proportions are inappropriate.
4. For general consideration, staff has made notes on the plat.

Mr. Marshall Carlisle, representative, noted there was existing C-2 land along Hwy 16, however, this tract was ready for development by the owner of the property, Mr. Rogers. If the rezoning were accomplished Mr. Rogers would develop a bank building. The purpose of the request was to be able to develop the land in the manner which would be compatible with what the city's ideas for this part of the community. The portion of the plat designated as R-O had alternatives. The north side could continue to be R-2, however, the property on the west side would be best zoned R-O.

There was no public comment.

Mr. Forney asked if R-O zoning would allow for a bank development.

Ms. Little replied R-O zoning would allow a bank.

Mr. Carlisle replied the owner had offers for the remaining C-2 property, which was contingent upon the rezoning. The possible businesses would required C-2 zoning or a conditional use. He was aware that a bank could be developed within an R-O or a C-1 zoning, however, there were other considerations involved.

Mr. Forney asked how the R-O and the C-2 uses compared.

Ms. Little replied restaurants were allowed in R-O with a conditional use.

Mr. Forney added many of the uses suggested by the applicant could be allowed under a lesser zoning than C-2. He added he would not support any portion of the property being rezoned to C-2.

MOTION

Mr. Forney moved to deny C-2 zoning for RZ 97-21.10.

Mr. Tucker seconded the motion.

The motion carried by a vote of 6-1-0. Mr. Ward voting nay.

Mr. Watkins moved to deny the RZ 97-21.20 request for remaining portion of the tract, in order to consider another possible rezoning for the entire tract.

Mr. Ward seconded the motion.

Mr. Odom asked the staff if the motion carried to deny the R-O zoning would the applicant be prevented from asking for the entire tract to be rezoned to R-O.

Ms. Little replied the applicant could change the change the configuration of the R-O rezoning request, and reapply this year.

Mr. Carlisle asked if the applicant could request another rezoning for the entire tract.

Ms. Little replied the applicant could request rezoning for the entire tract or smaller tracts.

The motion carried by a vote of 7-0-0.

RZ 97-21.00: REZONING (MID-SOUTHERN ENTERPRISES)
MID-SOUTHERN ENTERPRISES- N. OF WEDINGTON DR. AND W. OF SALEM

The rezoning request was submitted by Marshall Carlisle of Murphy & Carlisle on behalf of Mid-Southern Enterprises, Inc. for property located north of Wedington Drive and west of Salem Road. The property is zoned R-2, Medium Density Residential, and contains approximately 9.966 acres. The request is to change the zoning from R-2 Medium Density Residential to C-2 Thoroughfare Commercial.

Staff report:

Recommendation: Staff recommends denial of the requested rezoning from R-2 Medium Density Residential to C-2 Thoroughfare Commercial. This request is inconsistent with General Plan 2020 and additional C-2 zoning is not justified or needed at this time.

End of Staff report.

Mr. Marshall Carlisle represented the item.

Mr. Carlisle stated the applicant Sam Rogers had planned to construct a bank branch if the property could be rezoned. He noted this was a 10 acre tract at the corner of Salem and Wedington Drive. He added the property to the east was zoned C-2. He felt if the property was rezoned it could serve the community with small services. He noted there were no small services, such as a bank, in that area of the town.

There was no public comment.

Mr. Ward felt the C-2 zoning would be consistent with the current zoning in the area. He noted it was on a major highway near a major interstate. He could not see residential use being developed on the property.

Mr. Forney confirmed the area was not planned to be commercial in the 2020 Land Use Plan. He stated the purpose of the land use plan was to limit the commercial development to nodes. He supported the commissions attempts to concentrate commercial uses in limited areas at intersections. He would not be supporting the rezoning.

Mr. Watkins agreed with Mr. Forney. He expressed concern about the development adding congestion to the heavy traffic.

Mr. Odom stated there did not seem to be a lot of commercial development in the area. He did not feel the area was consistent with the general land use plan. The land was outside the area marked for commercial development in the 2020 plan. He would not be supporting the rezoning for those reasons.

Ms. Johnson noted all the nodes intersecting with Wedington were designated as community commercial.

Mr. Conklin explained the majority of the area shown as commercial on Wedington Drive existed as C-1 or C-2. There were a few nodes that were currently not zoned commercial that could be rezoned.

Mr. Carlisle stated the property was currently zoned R-2. If the property was to develop as R-2 it would generate more traffic than a commercial development. He added it would be possible to establish a buffer between the C-2 zoning and residential use. Northwest Engineers would be the consultant. He would be willing to rezone only a portion of this property to C-2.

Ms. Hoffman stated she would be supporting the rezoning because she felt it was consistent and appropriate for the area. She added she did not want to see the land develop with apartments. She expressed interest in the buffer zone Mr. Carlisle had suggested.

Mr. Watkins expressed concern about the road developing as a strip commercial development.

Mr. Reynolds asked how much of the C-2 land in the area that had not developed.

Ms. Little noted the C-2 area from the bypass to Salem Road which was approximately 25 acres. There was a small portion of that land which had been rezoned to R-2. There was a large piece of property, Marinoni property, on the east side of the bypass that was vacant. She estimated the tract to be 20-30 acres. The vacant C-2 property in the area had existed for some time. She did not believe additional C-2 property was needed or justified at this time.

Mr. Carlisle asked to table the item to give the applicant time to develop an alternative layout for rezoning which would include C-2, R-O, and Residential. He stated the traffic and the population of Fayetteville was not going to decrease. The services available on the west side of town needed to be improved.

Mr. Odom felt Salem Road would be a good buffer between residential uses and commercial uses.

Ms. Johnson noted the Marinoni property had not developed because it had not been sold. It had been under one family's ownership for years and it did not provide any services for the area. She did not believe it was logical to say there was adequate C-2 zoning in the area because there was a large tract of land undeveloped. She added she lived on this side of town. She agreed there were not any small services on this side of town. She added the traffic was so heavy because of the all the residential development. She felt there needed to be some commercial development in the area to provide small services.

MOTION

Ms. Johnson moved to table the item to give the applicant time to develop another plan.

Mr. Ward seconded the motion.

Mr. Forney felt the commission needed to be guided by the 2020 plan. He would not be change his mind on the rezoning.

The motion carried on a vote of 6-2-0. Watkins and Forney voting nay.

Directors and asked Mr. Cummings if he would like to speak again as requested. Mr. Cummings stated the matters that he needs to discuss are probably matters that should be somewhere other than this, in litigation. It certainly doesn't involve the Planning Commission. He added that he thinks there is a little problem with the sewer that they should try to get straightened out and he would be more than happy to work with the City to do that. He commented that it has been brought to his attention sufficient times and they need to have an understanding regarding the sewer line that runs across this property. He noted that he would ask that the committee would allow him or get authorization for him to visit with whomever they feel is the correct management person about that. Chairman Jacks advised that he should probably discuss this with the City Engineer who should be available at just about any time.

PUBLIC HEARING - REZONING PETITION #R89-32
BOB DAVIS - N OF HWY 16 W, E & W OF SALEM ROAD

The fourth item on the agenda was a rezoning petition #R89-32 submitted by Bob Davis and represented by Dave Jorgensen of Jorgensen Engineers for property located north of Highway 16 West on the east and west sides of Salem Road containing 16.84 acres more or less. Request was to rezone from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.

John Merrell, Planning Management Director, stated that he doesn't have a lot to add to the written staff report that was furnished in the agenda packet. He advised that the staff has taken the position that they can not support the rezoning requested based on the surrounding land use and surrounding zoning and what they view as the growth trends in that area. He added that should it be the inclination of the Planning Commission to favor a rezoning in this area, the staff feels that the various alternatives of R-O, Residential-Office, might fit the best and might represent some form of a buffer zone. He commented that he has spoken to Bob Davis a couple of times about this petition and Mr. Davis has certain information that he would like to present to the Commission. Staff basically sees the issue here as where should the commercial development occur on Wedington Drive and where should they draw the line from residential to commercial. The point the staff is trying to imply is if this rezoning is granted to C-2, it might be pretty difficult to refuse to grant later rezonings to the west of this location. Although, the staff realizes that the petitioner would like to have more options available to him and C-2 certainly allows for more than R-O.

Commissioner Hanna stated that when they had the workshop with Al Raby on the new General Plan, Mr. Raby proposed a mall in this area. He noted that Mr. Raby didn't pick the site out, but he assumes that Mr. Raby was considering the location to be across the street from this property and slightly to the West. Judging from what he has seen in other areas with a mall, he has a hard time envisioning how they could fail to have rezoning requests to commercial for a lot of property around the mall area. For example, there is a lot of commercial across the highway and to the south of the Northwest Arkansas Mall. He asked Mr. Merrell if he had taken this into consideration when he made this recommendation. Mr. Merrell stated that he remembers that at one of the workshops with Mr. Raby, someone disagreed with the amount of proposed future commercial land use that was shown in this area and he feels the same way. He noted, however, that Mr. Hanna's point is well taken because if the final version does show that much commercial in the area then the whole stretch of Hwy 16 West between the Bypass and Rupple Road and maybe farther West would clearly be an emerging commercial area. It depends on what the City decides on as far as the Land Use Plan. He noted that he personally feels that Mr. Raby went a little overboard with commercial in that area.

The public hearing was opened.

Dave Jorgensen, representative, handed out to the Commissioners some color-coded zoning maps to show the surrounding zoning. He noted that he had submitted a letter of transmittal for this request that is attached to the agenda. It states that 1) the property has about 1,222 feet of length along Highway 16 and is about 600' deep with R-1 bordering on the west, R-2 on the east and R-O & C-1 on the south. 2) Present Land Use: The existing property is vacant except for Salem Road which runs though the center of the property in a north-south direction. Salem Road was presumably intended to tie Highway 16 to Mount Comfort Road to the North. There are several businesses to the South and the property to the North (Walnut Grove Addition) has quite a bit of R-2 and R-1 property. 3) Water & sewer are in place on a portion of it and is readily available. 4) Fire Protection would be present with suitable fire hydrant installations. 5) Highway 16 is considered a principal arterial and Salem Road has a 60' right-of-way. The intention is to tie Highway 16 to Mt. Comfort Road to the North. He explained that in general, they believe there is a public need for additional commercial property in this area. There are presently 73 acres of single-family or multi-family housing to the North with another 34 acres to the South of R-2 property. There is only about 2 1/2 acres of land zoned C-2 that can be purchased west of the Bypass. He commented that he has been told that it is very wise to allocate commercial property on an arterial street for various reasons with a reasonable depth and width as opposed to striping with 100' to 200' strips of commercial from one year to the next. He noted that they feel that this development would enhance the surrounding property and with the high concentration of R-2 property, more commercial property is necessary in this area to provide service to the surrounding area.

Mr. Jorgensen stated that when Mr. Davis came in and talked with him about this particular rezoning request, he tried to keep an open mind about it. He commented that this really isn't a frivolous request. He noted that the 71 Bypass will be Interstate 171 one of these days and probably in the near future. Sooner or later, there will have to be something commercialized out there.

Mr. Jorgensen read from the proposed General Plan 2010 that was put out by Al Raby's group which states that "primarily the western side of Fayetteville beyond the bypass remains undecided. With the opening of Interstate 171, the western area will be the primary target for new growth. Given the established land use plan and growing economic trends, there is likely to diversify that will include a demand for major new commercial areas, industry, middle income housing and transportation facilities." He advised that all of this does not apply totally, completely because this is not the final version of the proposed plan. Mr. Jorgensen noted that concerning the mall mentioned by Mr. Hanna, this report states that "a secondary commercial mall of 100 thousand square feet is projected for the southwest quadrant of the interchange." Mr. Jorgensen stated that it might be hard to squeeze in a mall in the southwest quadrant. He advised that it would be impossible to put a mall in there without having some support commercialized area in the vicinity of the surrounding area. He read the following statement from the proposed General Plan: "The mall should be of mixed use character and is proposed as an alternative to the emerging strip commercial along Highway 16." Mr. Jorgensen noted that the staff's recommendation states that the Commission does have the option of recommending to the Board of Directors a more restrictive zoning such as R-3, R-O or C-1. It states that none of these options are recommended by the staff in that they feel that the R-2 is a viable zoning designation for the property. He added that he finds this tremendously hard to believe. R-2 or R-3 is not the most desirable zoning for this location especially when you consider the fact that there is a tremendous amount of multi-family/single-family to the north and to the south. The Planning Commission will sooner or later have to make the decision as to where they want the commercialization in this area because it will eventually happen. He noted that the major intersection there has C-2 on the northwest and a little bit to the southwest and this particular property begins about 1100' from the ramp. He advised that after talking with the staff, etc., they have decided that it would be wiser to request a C-2 possibly on the east side of Salem Road and very possibly a C-1 or C-1 & R-O combination on the west side of Salem Road. In addition to that, they have R-2 just to the north of this and Mr. Davis has mentioned that he would like to possibly have a strip of property in between this commercialized property and the R-2 property for a greenspace (possibly 15' wide) as a barrier between the two. Mr. Jorgensen commented that as an engineer, he sees another reason for making this particular property commercial as opposed to the commercial to the north and to the south to keep the heavy traffic on the State Highway system as opposed to going through the residential property which is on a city street to hold down any heavy traffic on the main drag. The average daily traffic count is 5600 as of last year.

Mr. Jorgensen advised that some of the possible uses that the owners have mentioned such as a financial institution or a Wendy's restaurant would fit into C-1 as well as C-2.

Bob Davis stated that he is representing the Bryce Davis Estate and it has been mentioned in the newspaper articles in the past year that the city was going to move to the West so it is time for to plan in that direction. He noted that the Bryce Davis family has never built anything that the City could not be proud of. They feel that this property is a major portion of the intersection since their property is less than 2/10ths of a mile from the highway.

Chairman Jacks asked if anyone else wanted to speak to this petition. There being no response, the public hearing was closed.

Commissioner Hanna stated that he thinks it is just a matter of time before this area is developed in commercial.

MOTION

Commissioner Hanna moved to recommend approval of the rezoning as requested, seconded by Seiff and followed by discussion.

Commissioner Klingaman asked when Highway 16 is going to be made into a four-lane highway and has there been adequate right-of-way dedications so that it can be four-laned. He stated that he is concerned that the accesses to this should be controlled more than Highway 71 which has driveways about every 100'.

Mr. Jorgensen stated that the access would be covered in a large scale development plan and as far as the right-of-way goes, he assumes that there has probably been adequate right-of-way purchased for future expansion.

Don Bunn, City Engineer, stated that this would be dealt with at the large scale development stage and he doesn't know when the highway would be widened.

Jerry Allred commented that since growth is going to be in that direction, if they don't do some sort of alternative commercial zoning, there will be a bigger impact put on College Avenue. As that area grows and develops and the traffic increases, the residents would have to come to College Avenue in order to reach the support services. He noted that he is in favor of the rezoning petition due to future growth out in that direction.

Chairman Jacks stated that what Mr. Allred is challenging here is the long standing principles which have guided the Planning Commission's judgments of these things to do with commercial nodes at one mile intervals in lieu of strip commercial property. He added that he sees this as challenging that principle and the most zoning change that he would vote for would be to change part of that property on the east side to R-O and no zoning at all on the west piece. He added that he doesn't believe that they can break out of the pattern they have set there which has pretty well established the principle with C-1 properties to the west with appropriate intervals. He noted that Mr. Raby has pointed out to them that this area is a very important part coming into town and they will be beseeched with pressures for commercialization out this direction.

Commissioner Hanna stated that he heard exactly the same comments and objections six or seven years to any rezonings on Highway 62(Sixth Street) between Razorback Road and the Bypass. Now it is developed with several fast food places and other businesses and it looks a lot better than it did seven years ago. He advised that he envisions the same thing for Highway 16 West so that people would not have to drive five miles to get to North College or 6th Street to a fast food restaurant. He added that as development comes out that way, these ideas will change and it will be rezoned for business sooner or later. This strip isn't that far from the intersection itself.

Commissioner Springborn stated that with due regard to the good principles that should be governing the Planning Commission, he thinks that there would be little lost by a C-2 rezoning on the east half of it and leaving the west half for further consideration at some future date.

Commissioner Klingaman stated that he is concerned that if they grant a rezoning of this size, it will be sectioned off a portion at a time to whichever fast food restaurant wants a sliver for there particular establishment which would cause it to be all chopped up. He noted that he would like to see some planning done on the front end of trying to establish some small residential shopping areas with maybe one or two entrances rather than the maximum. As far as the concept of having C-2 there, he noted that it doesn't bother him because it is close enough to the interchange.

Commissioner Ozment stated that he doesn't know how they would define or put into perspective the size of a "node". The node concept is o.k., but 1100' from the intersection is kind of short for a node. A natural shopping mall node could probably be three times that wide. He commented that it would be nice if they could plan a frontage road off the highway to control access up and down through the shopping districts and not interrupt the traffic along the main highway. He advised that he has no problems with this on a big scale, but he would like to see the development come in a large fashion too and not be chopped up into 100' businesses.

Commissioner Hanna noted that they would have to come back before the Planning Commission for any lot splits and large scale developments.

Commissioner Cleghorn noted that it seems to him that they are voting on something that shouldn't be voted on yet. Most everyone is in agreement that sooner or later there will be some kind of commercial out that way. All they are doing is predicting what the growth patterns will be. It has been established on paper but the people haven't established it. It is like they are voting too soon on something that might be too critical.

Chairman Jacks noted that the only question before him as he sees it is the size of the node and they have a pretty big node going there now.

Commissioner Springborn observed that they are placing an awful lot of weight on the new Land Use Plan and until it is adopted, they have to exercise the best judgment they can with respect to the present one.

The motion to recommend approval of the rezoning petition as requested tied 4-4-0 with Ozment, Seiff, Hanna & Allred voting "yes" and Springborn, Jacks, Cleghorn & Klingaman voting "no". Chairman Jacks advised that it does not pass because it takes five positive votes to approve a rezoning petition.

MOTION

Commissioner Hanna moved to recommend approval of a rezoning of the eastern section of the property (to the east of the road dividing it) to C-2 and leave the western portion as it is presently zoned, seconded by Springborn. **The motion passed 5-3-0 with Ozment, Springborn, Seiff, Hanna & Allred voting "yes" and Klingaman, Jacks & Cleghorn voting "no".**

CONDITIONAL USE FOR HOME OCCUPATION (REAL ESTATE OFFICE) IN AN R-1 ZONE
DON WARD - 2015 HUNTSVILLE ROAD

The fifth item was a conditional use for a home occupation (real estate office) in an R-1 zone submitted by Don Ward for property located at 2015 Huntsville Road.

Chairman Jacks advised that they had a rezoning petition at this location previously which was denied. He asked if there was anyone in the audience who would like to speak in favor of or in opposition to this request. Mr. Ward was present, but had no comments.

MOTION

Commissioner Hanna moved to approve the conditional use as requested, seconded by Allred. **The motion passed 8-0-0.**

Chairman Jacks apologizes to Mr. Merrell for not asking him for him report on this item. Mr. Merrell stated that he just had a brief report and he did recommend approval of this request.

LARGE SCALE DEVELOPMENT PLAN FOR SUPERIOR INDUSTRIES
BOB BRACY - 1901 COMMERCE DRIVE

The sixth item on the agenda was a large scale development plan for an expansion to Superior Industries submitted by Albert Skiles, Architect, on behalf of Bob Bracy. Property is located at 1901 Commerce Drive and zoned I-1, Light Industrial - Heavy Commercial.

Don Bunn noted that this is for a 10,000 square foot addition to an existing industry in the industrial park. There weren't any problems with the utilities and the only questions that were raised at the Plat Review Committee meeting were concerning fire protection. He added that they do have sprinkler lines going into the building and there was some question about what sort of fire wall needed to be between this office space and the rest of the building and it was resolved. He stated that the staff recommends that the large scale development be approved.

Commissioner Springborn advised that the Subdivision Committee did not meet this week so they have no report on it.

Chairman Jacks asked if there was anyone in the audience who would like to speak on this item.

Cal Canfield who is in association with Albert Skiles representing Superior Industries stated that he is present to answer any questions. There being no

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 3, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve rezoning request, RZ 98-1.00, submitted by Jorgensen & Associates, on behalf of Richard Mayes for property located at 1637 North Leverett (west side of Leverett, south of Sycamore). The property contains .29 of an acre and the request is to rezoned from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date 1-16-97	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: the staff forwards the Planning Commission recommendation for approval by a vote of 8-0-0.

Alett Little	1-16-98	**Cross Reference**
Division Head	Date	
	1-19-98	
Department Director	Date	New Item: **Yes** **No**
	1-19-98	
Administrative Services Director	Date	Prev Ord/Res#:
Mayor	Date	Orig Contract Date:

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ98-1.00 FOR A PARCEL CONTAINING APPROXIMATELY .29 ACRES LOCATED ON 1637 NORTH LEVERETT REQUESTED BY RICHARD MAYES.

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:

R. 98-1.00 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From R-2, Medium Density District to C-2, Thoroughfare Commercial District.

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 _____, 1998.

APPROVED:

By:______________________
Fred Hanna, Mayor

ATTEST:

By:______________________
Traci Smith, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ98-1.00

Part of the Northwest Quarter of the Northwest Quarter of Section Nine in Township 16 North of Range 30 West of the 5th P.M., being described as follows, to-wit: beginning at the Northeast corner of said forty acre tract, thence South 210 feet for a beginning point, thence West 210 feet, thence North 60 feet, thence East 210 feet, thence South 60 feet to the point of beginning.

NEW BUSINESS:

RZ98-1.00: REZONING REQUEST - RICHARD MAYES AUTO
1637 NORTH LEVERETT (W SIDE OF LEVERETT, S OF SYCAMORE)

The next item was a rezoning request submitted by Dave Jorgensen, Jorgensen & Associates, on behalf of Richard Mayes for property located at 1637 North Leverett (west side of Leverett, south of Sycamore). The property contains .29 of an acre and the request is to rezone from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from R-2 to C-2.

Mr. Jorgensen explained the location was scheduled for improvements both by the City and by Mr. Mayes. He reminded the Commission they had, a few months earlier, brought the same tract forward for a conditional use for a parking lot for the Mayes Auto business. He stated that, since that time, they had decided to construct the new building behind the existing building and then demolish the existing building once they were moved into the new building. He questioned the staff's requirement that the business would have to go through the large scale development process, since it was less than 1 acre, there would not be 25 new parking spaces and the curb cuts would remain the same.

Mr. Conklin stated the site would be completely redeveloped with 33 total parking spaces and changes in the curb cuts.

Mr. Jorgensen explained there were time restraints due to the City asking the owner to have the building and move completed by September. He stated it would be much faster if they did not have go take the project through large scale development.

Mr. Odom stated the Planning Commission did not have the authority to waive the large scale development requirement.

Mr. Conklin stated staff did want the project to go through the large scale development process. He explained the applicant would be removing an existing building, developing new parking, and meeting the commercial design standards. He advised staff would be more comfortable with the Planning Commission reviewing the design of the proposed building.

Mr. Odom pointed out a large scale development could be approved at the subdivision level.

In response to a question from Mr. Odom, Ms. Little stated the ordinance set forth the conditions when a large scale development was required. She advised staff believed the proposed project met those conditions.

Public Comment:

There was no public comment.

MOTION

Ms. Johnson moved to approve RZ98-1 from R-2 to C-2.

Mr. Reynolds seconded the motion.

Ms. Hoffman noted that, in 1992, the applicant offered a bill of assurance which prohibited the use of the adjacent C-2 property for establishments which distributed or offered the sale of alcoholic beverages of any kind or allowed the property to be used for a night club, private club, or dance hall. She asked if the applicant was also offering the same bill of assurance for the subject tract.

Mr. Jorgensen advised they were offering the same bill of assurance.

Ms. Johnson stated the motion was contingent upon the offer from the applicant to assure the property would never have a liquor store or any business serving alcoholic beverages or a dance hall.

Mr. Reynolds seconded the amended motion.

The motion carried unanimously, 8-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Charles Venable, Asst. Public Works Director**
	Alett Little, City Planner
FROM:	**Tim Conklin, Planner**
DATE:	**January 12, 1998**

RZ98-1.00: Rezoning Request was submitted by Jorgensen & Associates on behalf of Richard Mayes for property located at 1637 North Leverett. The property contains .29 acres and the request is to rezone from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial.

RECOMMENDED MOTION:

RZ98-1.00: Staff recommends approval of the requested rezoning from R-2 to C-2.

The Commission is advised that an automotive repair business is just one of the many uses allowed under C-2 zoning. In 1992, the Planning Commission accepted a bill of assurance that prohibits the use of the C-2 property, to the north (the current Mayes Auto C-2 property), for establishments which distribute or offer for sale alcoholic beverages of any kind or allow the property to be used for a night club, private club, or dance hall. The applicant is advised the new automotive repair business or any other type of business will be required to go through the large scale development process for approval by the Planning Commission and comply with commercial design standards.

PLANNING COMMISSION ACTION: _YES_ Required
_____Approved _____Denied

Date: January 12, 1998

Comments:____

The "CONDITIONS OF APPROVAL", listed are accepted in total without exception by the entity requesting approval of this conditional use.

by	title	date

BACKGROUND

The site is developed with an existing singly family home. Mayes Auto, adjacent and north of this site plans to demolish this home and build a new automotive repair shop on a portion of this site. The applicant has stated that this additional area is needed in order to allow the construction of the new building without having to demolish the old building and interrupting business. Once the new building is constructed, the applicant plans to remove the old 6,200 sf. building and construct a new 6,500 sf. building and parking lot. The City did require right-of-way and compensated Mayes Auto for the right-of-way and relocation of the existing building.

The Planning Commission did approve a conditional use for additional parking on this site at the November 10, 1998 Planning Commission meeting. This approval included a site plan with a 6,500 sf. building "footprint" that was acceptable to the Planning Division subject to the building meeting commercial design standards. The applicant is advised that this project is required to go through large scale development process.

ADJACENT LAND USE AND ZONING:

North:	Mayes Auto, C-2
South:	Residential, R-2
East:	Residential, R-2
West:	Residential, R-2

RZ98-2.00 FINDINGS OF THE STAFF

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

   Staff finding: This site is shown on the General Plan 2020 Future Land Use Plan as residential; however, the site is next to a community commercial designation and would be consistent with the zoning of the adjoining tract (Mayes Auto).

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

Staff finding: The acquisition right-of-way on Sycamore Street has reduced the available area for the existing business to relocate and a portion of this site was used in the conditional use application for parking.

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

Staff finding: The requested change in the zoning from R-2 to R-O would not create or appreciably increase traffic danger and congestion.

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

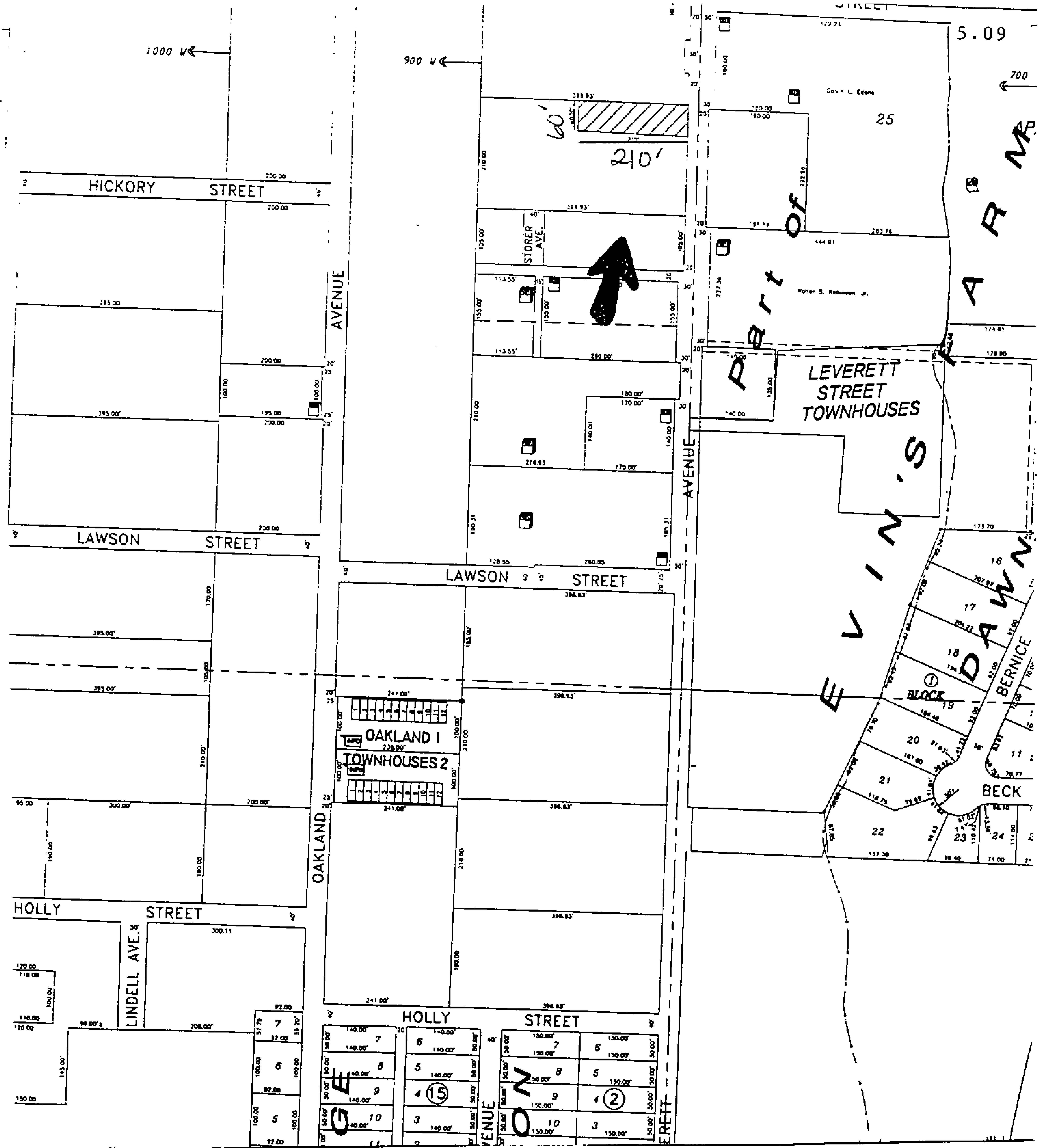
Staff finding: Development of this site and the adjoining site with the same use will not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities.

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

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

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

Staff finding: N/A


5.09
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LAWSON STREET
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STORER AVE.
OAKLAND
LINDELL AVE.
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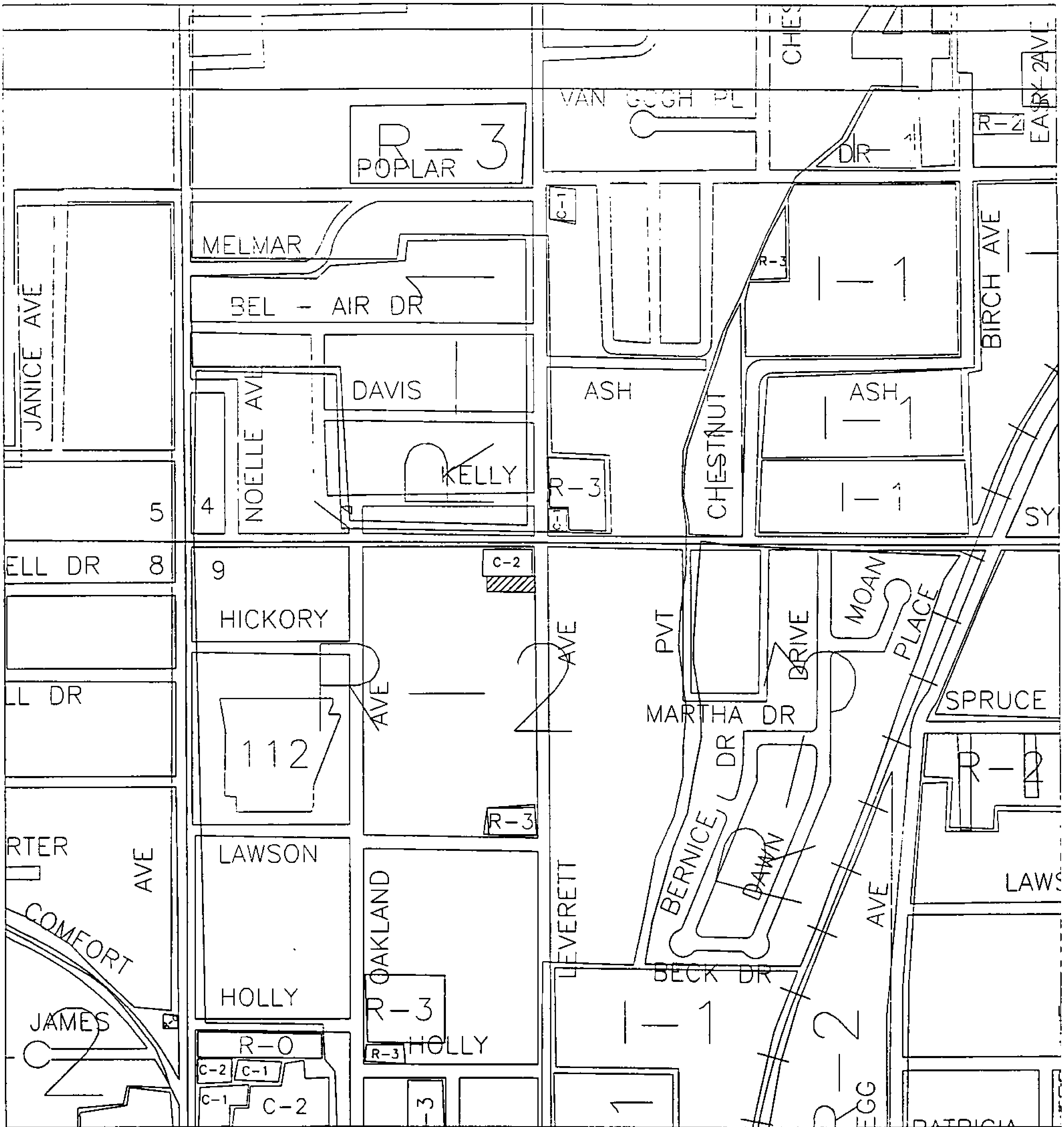
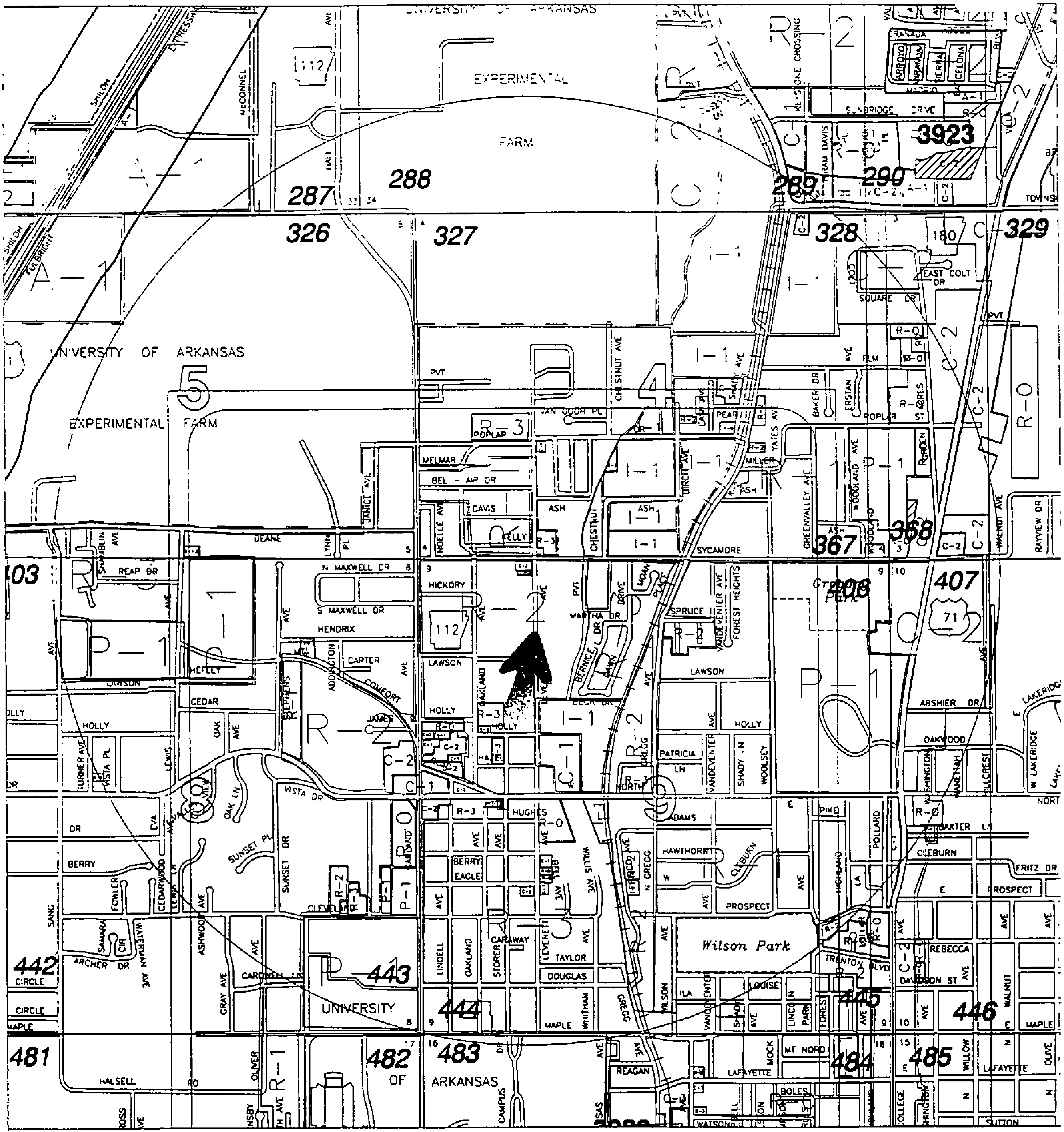
LEVERETT STREET TOWNHOUSES
Part of
EVIN'S FARM
DAWN
BERNICE
BECK
BLOCK
Walter S. Robinson, Jr.
25

SCALE: 1" = 250'



SCALE: 1" = 500'

FAYETTEVILLE



SCALE: 1" = 1,500'

N

FAYETTEVILLE

CU 97-15.00: CONDITIONAL USE (RICHARD MAYES AUTO)
RICHARD MAYES- 1641 NORTH LEVERETT AVENUE

The conditional use was submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Richard Mayes Auto for property located at 1641 North Leverett Avenue. The property is zoned C-2/R-2, Thoroughfare Commercial and Medium Density Residential. The request is for 12 parking spaces to be located in the R-2 zone.

Recommendation: Staff recommends approval for 12 spaces located in a R-2 zoning district contingent upon the following:

1) Compliance with § 160.195, Conditions governing applications of conditional uses; procedures, of the zoning code.

2) The 12 spaces be developed in accordance with the site plan submitted as part of this application.

3) The project be constructed as shown on the site plan and the building be constructed to meet commercial design standards.

Mr. Dave Jorgensen represented the item.

Mr. Jorgensen stated the building would have 8 bays. The requirement was for four parking spaces per bay. There were 32 parking spaces provided. 12 spaces were located on a portion of the adjacent lot behind a house, which was zoned R-2. The applicant was in agreement with all staff conditions.

There was no public comment.

MOTION

Mr. Forney moved to approve the conditional use with all staff comments.

Mr. Johnson seconded.

Mr. Watkins questioned where the 32 parking spaces were located.

Mr. Conklin explained there were 8 spaces located in the building.

Ms. Hoffman asked if the conditional use would prevent the adjacent lot from being sold separately which would create a parking deficit.

Ms. Little stated the lot could not be sold separately without creating a parking problem. She suggested a deed restriction be placed on the R-2 lot.

Mr. Jorgensen agreed to the deed restriction. He added the parking had been designed to leave enough room to split the house off.

Ms. Little added 7,080 square feet would be remain if the parking were split off. The minimum lot square footage for a single family home in R-2 zoning was 6,000 square feet.

Mr. Forney added the motion the requirement for the deed restriction. Ms. Johnson concurred.

The motion carried on a vote of 7-0-0.

MINUTES OF A MEETING OF THE FAYETTEVILLE CITY PLANNING COMMISSION

A meeting of the Fayetteville Planning Commission was held on Tuesday, May 26, 1992 in the Board of Directors Room on the second floor of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT:	Jana Lynn Britton, Tom Suchecki, Chuck Nickle, Kenneth Pummill J. E. Springborn, Joe Tarvin, Jack Cleghorn, and Jerry Allred
MEMBERS ABSENT:	Jett Cato
OTHERS PRESENT:	ALett Little, Don Bunn, Sharon Langley, members of the press and others

MINUTES

The minutes of the regular Planning Commission Meeting of May 11, 1992 were approved as distributed.

PUBLIC REHEARING - REZONING R92-1 RICHARD MAYES - 1641 N. LEVERETT

The next item on the agenda was a rehearing of Rezoning R92-1 for property located at 1641 N. Leverett (southwest corner of Leverett and Sycamore), presented by Lamar Pettus on behalf of Richard Mayes. The request is to rezone from R-2, Medium Density Residential to C-2, Thoroughfare Commercial.

Ms. Little noted the rezoning had been heard at the last meeting and the petitioner had requested it be tabled for two week.

Ms. Little read a letter she had received from the petitioner earlier in the day, "Dear Commissioners: Mr. and Mrs. Mayes are willing to enter the following covenants if the parcels are Rezoned C-2 Thoroughfare Commercial, to-wit: 1. Mr. and Mrs. Richard Mayes will not allow the property to be used as an establishment which distributes or offers for sale alcoholic beverages of any kind. 2. Mr. and Mrs. Richard Mayes will not allow the property to be used for the operation of a night club, private club, or dance hall. Should Mr. and Mrs. Richard Mayes elect to sell the property at some future date and the prospective purchasers desire to utilize the property for the "prohibit purposes", then such future use would require the prior approval of the Planning Commission. Respectfully submitted, E. Lamar Pettus".

Ms. Little stated her original recommendation of not rezoning still stood.

In response to a question from Mr. Tarvin, Ms. Little explained the difference between C-1 and C-2 zoning.

Mr. Tarvin asked if they could continue with a non-conforming use.

Ms. Little stated the property was now a non-conforming use. She explained the petitioner could offer a Bill of Assurance that only a garage would be constructed on the site.

Mr. Tarvin stated he was trying to understand the background. He further stated it was his understanding that when the garage first went into operation it was zoned industrial and then in 1970 it was rezoned to R-2.

Ms. Little explained that a map dated 1960 showed the property in question to be R-2.

In response to a request from Mr. Springborn, Ms. Little presented a copy of the 1960 map and a copy of the building permits issued.

Mr. Springborn asked if a Bill of Assurance would be valid in connection with a zoning matter.

Ms. Little assured him it would be valid because it was offered on a voluntary basis by the petitioner.

Mr. Allred asked if the city would acquire the entire tract of property or just the front 30 feet.

Ms. Little stated the city would acquire 30 feet from Sycamore which would take 16 1/2 feet of Mr. Mayes' building. She explained that was why Mr. Mayes was requesting two lots be rezoned. She noted the city would be leaving approximately 47 feet of land, making the lot 160' x 47'.

Mr. Allred pointed out that with the setbacks the building pad would only be 127' x 14' which was an unbuildable lot.

Ms. Little noted the lot would meet the bulk and area requirements and she believed the Board of Adjustment would be fair in granting a variance.

Mr. L. B. Gilbow appeared on behalf of Mr. Mayes and stated the garage was a service to the neighborhood.

Also appearing on behalf of Mr. Mayes were Mr. Bob Wright and Bradford White.

Mr. Suchecki asked if it was the petitioner's intention to rebuild the garage.

Mr. Pettus stated the petitioner planned on constructing a new garage but did not want to be restricted to selling the property only as a garage at some future date.

Mr. Springborn noted the owner had been aware for at least 22 years (and perhaps 33 years) that the property was zoned R-2. He stated he did not understand the owner's reluctance to give a Bill of Assurance (as agreed to in January) that the type of business currently operating would continue to be the only type of business at that location.

Mr. Cleghorn stated the business had been in the same location for a long time and the owner had offered a Bill of Assurance. He noted it might go against good planning to approve the request but the Commission had to consider the neighborhood also.

Mr. Springborn stated he did not disagree with Mr. Cleghorn's observation but he believed this would "open the door" to other uses under C-2 zoning excepting those places serving alcohol.

Ms. Britton stated she had a slightly different concern. She asked if there would be several other pieces of property along Sycamore losing 30 feet of property. She noted they, too, would be asking for a rezoning.

Ms. Little stated the City had a similar situation on 6th Street due to the State Highway Department widening Highway 62. She noted one property owner had already appeared before the Board of Adjustment. She explained they could not handle these cases individually and she had, therefore, scheduled a meeting on May 28 with the property owners along 6th Street. Ms. Little stated City ordinance did not, at the present time, allow a way to give special exceptions.

Ms. Little also pointed out the other property along Sycamore were not non-conforming structures.

Mr. Allred stated he did not believe commercial zoning would encroach to Oaklawn. He further noted he would be more comfortable if the property were rezoned to C-1.

MOTION

Mr. Allred moved to recommend the rezoning subject to the Bill of Assurances.

Mr. Suchecki seconded the motion.

The motion passed with Commissioners Allred, Suchecki, Pummill, Tarvin, and Cleghorn voting "yes" and Commissioners Springborn, Britton and Nickle voting "no".

LARGE SCALE DEVELOPMENT - ADDITION TO GARLAND GARDENS
<u>JOE FRED STARR - E OF GARLAND, N OF MELMAR</u>

The next item presented was a large scale development for an addition to Garland Gardens, submitted by Kim Fugitt on behalf of Joe Fred Starr, for property located ont he east side of Garland Avenue, north of Melmar Avenue. The property is zoned R-2, Medium Density Residential, and contains 5 acres.

Mr. Bunn explained the development will consist of 5 apartment buildings with 12 units each for a total of 60 units. He stated there were no significant comments by any of the utility representatives however there had been some discussion as to the location of a fire hydrant and a request by the Fire Chief for a fire lane along the east side of the apartments. He noted the owner had agreed to install such fire lane. He stated there were no issues raised at the Subdivision Committee meeting.

No P.C. Meeting 1-9-92 due to snow.

MINUTES OF A MEETING OF THE
FAYETTEVILLE CITY PLANNING COMMISSION

A meeting of the Fayetteville Planning Commission was held on Monday, January 27, 1992 in the Board of Directors Room on the second floor of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Jana Lynn Britton, Tom Suchecki (arrived late), J. E. Springborn, Jerry Allred, Joe Tarvin, Kenneth Pummill, Charles Nickle, and Jett Cato

MEMBERS ABSENT: Jack Cleghorn

OTHERS PRESENT: Alett Little, Don Bunn, Sharon Langley, members of the press and others

Mr. Allred called the meeting to order and introduced Mr. Kenneth Pummill, the newest member to the Planning Commission, and Jack Springborn, a returning member to the Planning Commission. He further explained there was also another new member, Tom Suchecki, who had not yet arrived. He also introduced the staff members.

MINUTES

The minutes of the Special Planning Commission meeting of December 3, 1991 and Regular Planning Commission meeting of December 9, 1991 were approved as distributed.

Mr. Allred explained that, since the Commission had not meet at their regular meeting on January 13, 1992 due to inclement weather, they would first hear those items scheduled for the January 13th meeting and then hear the items scheduled for the January 27th meeting.

REZONING REQUEST R92-1
RICHARD MAYES & E. D. MAYES - 1641 N. LEVERETT

The next item on the agenda was a request presented by Dave Jorgensen on behalf of Richard Mayes and E. D. Mayes for property located at 1641 N. Leverett. The request is to rezone R-2, Medium Density Residential to C-2, Thoroughfare Commercial.

Ms. Little explained the subject property was occupied by Mayes Auto, a non-conforming use in an R-2 zone. She stated the properties to the west and south are also zoned R-2, while properties to the east are zoned R-1, R-2 and C-1. She further noted land uses in the area were residential since the parcel zoned C-1 had not developed as commercial property.

Ms. Little informed the Commission that the City of Fayetteville was in the process of acquiring right-of-way for improvements to both Sycamore and Leverett Streets. She stated Sycamore Street was a scheduled project in 1993. She noted Leverett Street was also planned but was not a currently scheduled project. Ms. Little explained that acquisition of right-of-way for Sycamore Street would cause the demolition of 16.5 feet of the Mayes Auto building on the north. She further explained that, when the building was constructed, the subject property was zoned industrial but with the passage of the 1970 zoning ordinance, it became a non-conforming use. She stated Mayes Auto had operated in the present location for over 40 years.

Ms. Little stated Mayes Auto was requesting rezoning of the lots at 1639 and 1641 N. Leverett from R-2 to C-2 to allow for replacement construction. She explained the right-of-way acquisition would result in loss of the use of the present facility.

Ms. Little explained the rezoning request had come to the Planning Commission as a direct result of City action to acquire right-of-way to widen Sycamore and Leverett Streets. She further stated her original recommendation, which accompanied their agenda packet, was to deny the rezoning to C-2. She explained she had done further research in the meantime and found the City had a history of allowing this type of rezoning so long as the owner entered into a Bill of Assurance that the rezoning would be limited to the reconstruction of the present business. She stated her recommendation was to rezone the property to C-2 with a Bill of Assurance from the Mayes that they would reconstruct their present business for continuing the same type of occupation and the rezoning would be for the life of the continuation that business.

In response to a question from Ms. Britton, Ms. Little explained Section 160.141 read as follows: "Any use which is permitted as a conditional use in a district under the terms of this chapter (other than a change through Planning Commission action from a nonconforming use to another use not generally permitted in the district)..." She stated her belief that the Planning Commission did have authority to authorize the continued non-conformance use.

Mr. Nickle asked what the zoning would revert to should the business fail to continue operation.

Ms. Little stated it would revert to R-2, the current zoning.

Mr. Tarvin asked if the Mayes would have the option of selling the business and another business continue on the premises.

Ms. Little stated the Mayes could not sell the business unless it was continued as the same type of business. She explained the business was currently a non-conforming use and had been since passage of the 1970 zoning ordinance.

Mr. Dave Jorgensen appeared before the Commission and asked if the business would be conforming in C-1 zoning.

Ms. Little stated it would not.

Mr. Jorgensen explained that Mr. Mayes had established the subject business when the surrounding land was agricultural. He stated the business had been in operation for approximately 40 years. He further stated that, by the City widening the street and taking 16.5 feet of Mr. Mayes property, Mr. Mayes would either have to rebuild or go out of business.

Mr. Richard Mayes stated he was hesitate to re-construct the building unless it was properly zoned. He further stated his other options were to either quit business or move.

Mr. Gary King appeared before the Commission representing five of his family members, all property owners immediately to the south of the subject property. He stated they were not opposed to the rezoning of the garage portion of the property but were opposed to rezoning the area where a house was located.

Ms. Little explained the house, located at 1639, would have to be removed and the property rezoned in order for the garage to meet the setbacks.

Mr. King stated that to rezone the single family house would change the character of the neighborhood. He further stated he could appreciate the position the city was in but did not think the solution should involve the remainder of the neighborhood.

Mr. Jerry Sweetser appeared before the Commission and explained he owned the property diagonally across the street from the subject property and considerable property on Leverett. He stated the garage was Mr. Mayes livelihood. He further stated he was in favor of the rezoning.

Mr. Allred asked if the property were rezoned to C-2 if screening would be required and a dustless surface for the parking area would be required.

Ms. Little stated both would be required.

Mr. Springborn asked what the setbacks would be for C-2.

Ms. Little explained the property was located on a corner. She further explained when a corner property was involved the two fronts would be 50 feet and the two sides would be 15 feet. She explained that R-2 property would require 25 feet for the two fronts and 8 feet for the two sides. She further pointed out that, should Mr. Mayes choose to landscape, the front setbacks could be reduced by 50%, making the setbacks 25 feet.

In response to a question from Mr. Tarvin, Mr. Jorgensen explained they would have to tear down the house in order to meet the setbacks.

MOTION

Mr. Cato moved to rezone the property contingent upon the owner signing a Bill of Assurance that, should the business cease to be an auto shop, the zoning of the property would revert to R-2.

Mr. Tarvin seconded the motion.

Ms. Britton expressed her belief it was unfair to Mr. Mayes to encourage him to expend capital on a piece of property that at some time would revert back to R-2.

Mr. Allred pointed out the Commission could re-evaluate the zoning at that point in time.

Mr. Springborn stated he saw two problems -- the first was to look out for Mr. Mayes and see that he could continue his business but it was also the Commission's obligation to protect the value of the adjoining property owners. He stated one would have to take precedence over the other.

Ms. Britton stated she would not have an objection if the property were to be zoned neighborhood commercial but she did not believe the rezoning was in the best interest of the City.

Mr. Allred pointed out the Commission's options were to either rezone it C-2 or not allow Mr. Mayes to rebuild.

Mr. Springborn suggested they allow Mr. Mayes to continue doing business under the non-conforming use.

Mr. Allred stated the ordinance would not allow anyone to add to a non-conforming use. He also pointed out that, if this business were going to have a negative impact on the neighborhood, it would have done so during the last 40 years. He expressed his belief that the business would help the neighborhood.

The motion passed 5-2-0 with Commissioners Nickle, Allred, Pummill, Tarvin, and Cato voting "yes" and Commissioners Springborn and Britton voting "no".

Mr. Suchecki joined the meeting.

REZONING REQUEST R92-2
MIKE PRICE - NORTH OF 6TH ST., WEST OF SHILOH DR.

The next item to be heard was a request for rezoning submitted by Mike Price on behalf of Sam Mathias for property located north of the lot at 2724 West 6th Street, containing 3.40 acres. The request is to rezone from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial.

Ms. Little stated the subject property was occupied by a vacant commercial building formerly used as an antique market. She explained the property was also located west of Shiloh Drive and fronted on Rutledge Drive. She stated the subject property was zoned R-2, Medium Density Residential, with property to the north zoned A-1, the east zoned R-O and C-2, to the south was A-1 and to the west was R-1 and A-1. She explained the surrounding land use was residential.

Ms. Little stated the property owners planned to demolish the current structures which front on Sixth Street and to construct on the entire parcel of 4.5 acres a facility for storage. She explained that three of the five adjoining landowners had stated their preference that the property be developed as mini-storage as opposed to apartment units and had requested by petition that Mr. Mathias provide a Bill of Assurance that the land would be used to build a mini-storage facility only.

Ms. Little explained the petitioner had requested the rezoning to achieve compatible zoning with the remainder of his property and to allow development of the two parcels as one.

She recommended approval of the rezoning request. She explained that the proposed project would require Large Scale Development, allowing staff to address any problems at that time.

Mike Price appeared before the Commission and explained that, while the property to the north was zoned A-1, it did contain a commercial structure. He also noted there was commercial property to the south.

Ms. Little stated there were both residential and commercial areas across the highway from the property.

Mr. Price explained Mr. Mathias had offered a Bill of Assurance that only mini-storage units would be constructed. He further explained they would provide screening from the adjoining properties.

In response to a question from Mr. Allred, Ms. Little stated mini-storage units were found under Use Unit 21 - Warehousing and Wholesale which was permissible under C-2 with a conditional use. She also stated Use Unit 21 was permitted by right under I-1 and I-2.

MOTION

Mr. Nickle moved to approve the rezoning to C-2 with a Bill of Assurance that only mini-storage units would be constructed.

Mr. Springborn seconded the motion.

MINUTES OF A MEETING OF THE FAYETTEVILLE CITY PLANNING COMMISSION

A meeting of the Fayetteville Planning Commission was held on Monday, May 11, 1992 in the Board of Directors Room on the second floor of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Jack Cleghorn, Jana Lynn Britton, Tom Suchecki, Chuck Nickle, Joe Tarvin, Jett Cato, Kenneth Pummill J. E. Springborn, and Jerry Allred

OTHERS PRESENT: Alett Little, Don Bunn, Sharon Langley, members of the press and others

MINUTES

The minutes of the regular Planning Commission Meeting of April 27, 1992 were approved as distributed.

PUBLIC REHEARING - REZONING R92-1
RICHARD MAYES - 1641 N. LEVERETT

The next item on the agenda was a rehearing of Rezoning Request R92-1 submitted by Lamar Pettus on behalf of Richard Mayes for property located at the southwest corner of Leverett and Sycamore (1641 N. Leverett). The request is to rezone from R-2, Medium Density Residential, to C-2, Thoroughfare Commercial.

Ms. Little explained the petition for rezoning the subject property had been heard on January 27, 1992 and had been approved by the Planning Commission subject to the voluntary offering of a Bill of Assurances that the buildings which would be constructed would uphold the present character of the neighborhood by continuing the use of the property as an automotive repair shop (the same use as currently existed as a nonconforming use). She further explained that, since the earlier hearing, the petitioners had expressed some concern over any conditions which would be imposed by offering a Bill of Assurance and now wished to have the property rezoned to C-2 with no additional conditions. She noted the petitioner had not decided what the property would be used for if it was rezoned.

Ms. Little stated that, should the property be zoned C-2, Thoroughfare Commercial, without any conditions, any business - including hotels, restaurants, shopping centers, etc. - would be allowed. She explained the area, for the past 22 years, had remained residential in character. She also noted the opposing corner was zoned commercial but had not developed. She pointed out that need for additional commercial property was not substantiated. She explained staff had not found that the character of the existing neighborhood would be preserved by the imposition of C-2 zoning and therefore recommended against the requested rezoning.

In response to a question from Mr. Tarvin, Ms. Little stated she did not know whether the property was in the city limits when the business originally started. She further explained that in 1970 the business became a non-conforming use when the property was rezoned. She stated that, with a non-conforming use property, if anything happened to change the business or the building was destroyed over 50%, the business owners were not allowed to continue that use.

Mr. Tarvin asked whether the city compensated the Mayes for the change of zoning in 1970.

Ms. Little stated the city had not done so nor was it normal for the city to do so.

Mr. Tarvin asked how much of the lot on the corner would be left after the city took its right-of-way.

Ms. Little stated she believed approximately 60% of the lot would be left. She pointed out they would be losing over 50% of the business so they would no longer be a non-conforming use and they would not be able to meet the setback requirements.

Mr. Lamar Pettus appeared before the Board and stated that, if the city were do to a major rezoning like they had done in 1970, the Mayes would have been entitled to compensation. He stated the area had not always been a residential area but had originally been an industrial area and the residences had encroached into that area due to the rezoning in 1970.

He stated Mr. Mayes did not have a problem with limited restrictions on the property, but he did not want to be so limited on his property that he would have problems selling it at a future time.

Mr. Pettus stated the fact that, if the City decided to widen the street and take the easements on the south side of the existing highway, Mr. Mayes wanted them pay for his property and his business now. He explained Mr. Mayes could not rebuild on the subject property and could not relocate. He stated Mr. Mayes was very limited on what he could do with the property. He explained that was why Mr. Mayes was opposed to restrictions requested by the Planning Commission. He noted the business had been there for 40 years and was part of the neighborhood. He stated they were just asking that the applicant be allowed to continue his business and, at some future date, be allowed to sell the property for a fair value.

Mr. Nickle stated that, as he recalled the previous meeting in January, Mr. Mayes had been agreeable to the Bill of Assurance.

Mr. Mayes stated he would be reluctant to rebuild his business with the requested assurances.

Mr. Gary King, owner of 1637 N. Leverett, expressed his concern regarding the rezoning. He asked if the property located at 1639 was also included in the rezoning.

Ms. Little stated it was included.

Mr. King stated both houses (the one at 1637 and the one at 1639) and the business were built in the late 1940's. He asked if all general commercial establishments were allowed in C-2. He asked what would happen to the residential properties in the area should they grant the C-2 zoning. He asked where the line would be drawn to stop commercialization.

Mr. Nickle stated all general commercial establishments would be allowed if the property were rezoned to C-2. He stated he could not speculate about other commercial properties in the area. He further explained each individual case came before staff and staff made their recommendations per individual case.

Mr. King asked if they had a land use plan that was used to make such recommendations.

Mr. Nickle stated staff did have a land use plan that they used as a guide.

Ms. Little stated the land use plan showed R-2 zoning.

Mr. King stated he and his family were still opposed to the rezoning as they were in January. He expressed his belief that a change in the zoning would impact the entire neighborhood by expanding commercial zoning in the neighborhood. He stated he did not believe the rezoning was justified.

Mr. Allred stated that Sycamore would become four-lane when it was extended. He asked if staff believed the area would develop as a commercial area with the new land use plan.

Ms. Little stated there was some R-3 in the area and she believed the area would remain a residential area.

Mr. Allred noted they needed to give some consideration to the corner areas since there would be a four-lane street.

Ms. Little explained that at the completion of the land use plan there would be a new zoning ordinance. She further explained that they would be looking at future zoning at that time. She suggested that, rather than attempting to look at trends on an area by area basis, they look at it in its entirety at the time of the new zoning ordinance.

Ms. Britton stated she did not see this area as a thoroughfare but as a neighborhood. She asked if at some near future time it could become thoroughfare commercial.

Ms. Little stated she believed it would remain a neighborhood or neighborhood commercial before developing into thoroughfare commercial.

Mr. Springborn stated this matter supported his efforts to accelerate action for a new land use plan which was scheduled for March of next year. He stated to conjecture without having such a plan was putting too much of a burden on the Planning Director. He stated they had been hard pressed to make decisions in cases like the subject one for several years without the plan. He stated he would make a motion to table the matter at this point until a new land use plan was complete and they could use it for reference. He noted the applicant could then come forward at any time and request that the case be taken off the table. He explained that at the rate the construction of new streets moved forward, he believed they could wait until March without causing any problem.

In response to a question from Mr. Cleghorn, Mr. Pettus expressed his belief that a six month delay would not harm them. He pointed out it would keep his clients from making any plans for six months. He noted that should the Commission table the request, his clients could come back if the delay was too long.

Mr. Bunn expressed his belief that Sycamore would not be widened within the next year.

Mr. Tarvin asked if the city would acquire right-of-way within the next year and, if so, would Mr. Mayes have to vacate the property.

Mr. Bunn stated he was not sure when acquisition of the right-of-way would begin. He explained the city had started negotiations with Mr. Mayes early because he had contacted the City. He noted this was ahead of the time the city would normally require right-of-way. He stated he believed it was due to Mr. Mayes' desire to do some planning.

Mr. Tarvin asked if the right-of-way was acquired and Mr. Mayes was paid, would he be able to stay on the property until the rezoning was decided.

Mr. Bunn explained that would depend on the results of the negotiation. He further explained it could be a case where they allowed Mr. Mayes to stay on the premises until they required the property. He stated he had not been in on the negotiations for the right-of-way.

Mr. Pettus stated it was his understanding the delay was due to funding problems. He stated he could discuss with his client how the delay would affect them and then contact the city with their position.

Mr. Bunn stated the delay on release of funds would not directly affect the Sycamore Street project except they might have to delay purchase of right-of-way until funds were available.

Ms. Little stated she had talked with the land agent regarding the acquisition schedule and it had been his understanding that the Mayes wanted completion of the project. She explained that was why the city had started negotiation so early.

Mr. Nickle asked if there was a reason they could not consider C-1 zoning with a conditional use.

Ms. Little explained auto repair required Use Unit 17 which would not apply in C-1 zoning even with a conditional use.

Mr. Pummill state it was his understanding that under new land use plan the property would remain residential.

Ms. Little stated she did not see a major change in the neighborhood. She explained the area was fully developed as residential and would remain residential.

Mr. Pummill pointed out the same situation would come up again after a new land use plan was adopted. He expressed his belief that the applicant, who had been at the same location doing business for 40 years, had been from a zoning standpoint encroached upon, and now was unable to do business under the current set of circumstances mandated by the city. He stated if they postponed this decision it sounded like bureaucracy in action to him. He expressed his believed that they owed the applicant a decision.

Mr. Springborn stated that while he appreciated Mr. Pummill's comments, he was trying to preserve a climate of objectivity under which to make a decision. He explained that, if they adopted a decision now without having the new land use plan, it could prejudice the outcome of the study.

Ms. Little stated she believe it would be appropriate to read into the record the conditions Mr. Mayes currently was operating under and had operated under since 1970. "Section 160.038 Non-Conforming Structures. Should such non-conforming structure or non-conforming portion of structure be destroyed by any means to an extent of more than 50% of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter." She noted Mr. Mayes had operated under this condition for 22 years. She further noted that as far as the city changing the area from an industrial zone to an R-2 zone in 1970, the process had been open to the public and public comments were taken at that time. She pointed out Mr. Mayes had an opportunity at that time to contest the rezoning.

Mr. Nickle stated the Commission had made a decision in January and the applicant was asking the Commission to reconsider that decision.

Mr. Allred expressed his belief that this matter was the result of a proposed city action and they needed to have more latitude in their deliberations on the matter. He stated he would not be in favor of the rezoning at all if it was a normal matter but it was a taking by the city and the area would be affected by the land use -- it would either develop as R-3 or three other petitions would come in requesting commercial zoning for the corners. He stated they needed to determine what they wanted that area to be and what would be best for the city, not just the neighborhood. He expressed his belief they also needed to give some consideration for the Mayes since they were taking their property. He stated he did not think the Commission needed to delay because the land use plan was not done.

Ms. Britton stated they had a situation that, in postponing a decision, they were not helping the people involved. She stated she believed the rezoning would be inappropriate use of the neighborhood. She expressed her belief they were not doing the petitioner a favor by misleading him to think his request was an appropriate use. She stated this would be an opportune time to get rid of an inappropriate use and allow the petitioner to relocate and put their economic investment in a better direction.

Mr. Pummill asked what kind of residential building on the subject property could they expect if Mayes Auto was bulldozed down with the homes in the surrounding area being 40 years old.

Ms. Little stated there were apartments directly to the east of the subject property and also diagonally and quite a few single family homes. She explained that multi-family dwellings of medium density (up to 4 units) were allowed in R-2 zoning.

MOTION

Mr. Springborn stated that in the interest of objectivity and with respect to the new land use plan and fairness to the applicant and to the city in general, he moved to table the request until completion of the new land use plan.

The motion died for lack of a second.

Mr. Cleghorn asked the applicant if it would it be helpful if this item was tabled or did he prefer to get it over with.

Mr. Pettus stated his client preferred to get a decision.

MOTION

Ms. Britton moved to deny the rezoning.

Mr. Springborn seconded the motion.

The motion failed 4-5-0 with Commissioners Pummill, Cleghorn, Allred, Suchecki, and Tarvin voting "no" and Commissioners Cato, Britton, Nickle and Springborn voting "yes".

Mr. Allred stated the applicant had alluded earlier to some conditions which they might entertain. He asked if they had a list of those conditions.

Mr. Pettus stated Mr. Mayes had considered the possibility of a Bill of Assurances that he would not sell the property for a liquor store or nightclub; that if someone wanted to purchase the property for those uses, they would have to come back before the city.

Mr. Allred asked if there was any other zoning that would allow Mr. Mayes to continue his business in that area, such as R-O.

Ms. Little stated an auto repair shop was not allowed in R-O even with a conditional use.

Mr. Nickle stated the rezoning they approved in January was only for an auto repair business.

Ms. Little stated that was correct and the matter had not been carried forward to the City Board for action at this point.

Mr. Nickle stated should the zoning be denied, the property would revert back to a non-conforming use under R-2 zoning.

Mr. Allred suggested the Commission table this matter for two weeks in order to allow the applicant to determine the conditions with which they would be happy. He stated the Commission could then reconsider the rezoning with the applicant's conditions.

Ms. Little explained the Commission had an obligation to not contract zone any particular piece of property. She further explained the petitioner would have to voluntarily offer conditions.

Mr. Pettus stated his client would accept a delay of two weeks.

MOTION

Mr. Allred moved to table this request for two weeks.

Mr. Pummill seconded the motion.

The motion passed 7-2-0 with Commissioners Pummill, Cleghorn, Cato, Allred, Suchecki, Tarvin and Nickle voting "yes" and Commissioners Britton and Springborn voting "no".

PUBLIC HEARING - REZONINGS R92-14, R92-15 & LOT SPLITS #1, #2, & #3
BILLY BROWN ESTATES - N OF WEST 6TH, S OF OLD FARMINGTON RD., W OF ONE MILE RD.

The next item to come before the Commission was two requests for rezonings (R92-14: a request to rezone 1.46 acres from A-1, Agriculture, to C-2, Thoroughfare Commercial, and R92-15: a request to rezoning .54 acres from A-1, Agriculture, to R-2, Medium Density Residential) and three lot splits submitted by Dub Dunaway on behalf of Bob Mayes for the Billy Brown Estate and represented by Kirk Elsass. The subject property is located north of West 6th Street, south of Old Farmington Road, and west of One Mile Road.

Ms. Little explained that currently the subject property was vacant. She also explained that the 1970 General Plan showed the area to be developed along Old Farmington Road as Low Density Residential and along West 6th Street as Medium Density Residential. She stated development along West 6th Street had tended to deviate from the General Plan with numerous parcels subject to rezoning for commercial uses.

She recommended the requested rezoning of the parcel along West 6th Street to C-2, Thoroughfare Commercial, with concern for additional strip development of West 6th with regard to traffic safety and general appearance. She explained this tract would be subject to large scale development review at the time of development.

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 3, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED:
To approve a rezoning request, RZ 98-2.00, submitted by Kurt Jones, Northwest Engineers, on behalf of Sam Rogers for property located north of Wedington, west of Salem road. The property contains 5.20 acres and the request is to rezone from R-2, Medium Density Residential, to R-O, Residential-Office. (This is a revised request from 9.9 acres of C-2)

COST TO CITY:

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

BUDGET REVIEW: ______ Budgeted Item ______ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	1-16-97 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: The staff forwards the Planning Commission's recommendation for approval by a vote of 6-2-0.

Division Head	1-16-98 Date	**Cross Reference**
Department Director	1-19-98 Date	New Item: **Yes** **No**
Administrative Services Director	1-19-98 Date	Prev Ord/Res#: ________
Mayor	Date	Orig Contract Date: ______

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 98-2.00 FOR A PARCEL CONTAINING APPROXIMATELY 5.20 ACRES LOCATED NORTH OF WEDINGTON, WEST OF SALEM ROAD REQUESTED BY SAM ROGERS.

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:

RZ 98-2.00 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From R-2, Medium Density District to R-O, Residential Office District.

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 _____, 1998.

APPROVED:

By:______________________
Fred Hanna, Mayor

ATTEST:

By:____________________
Traci Smith, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-2.00

A part of the Southwest Quarter of the Fractional Northwest Quarter of Section 7 Township 16 North, Range 30 West in Washington County, Arkansas, more particularly described as follows: Beginning at a point 496.05 feet West, South 00 degrees 08 minutes 38 seconds West 646.42 feet and 287.23 feet South from the Northeast corner of said Southwest quarter of the Fractional Northwest Quarter, said point being on the West right-of-way of Salem Road, and running south with said right-of-way 54.97 feet; thence South 05 degrees 42 minutes 38 seconds West, 100.50 feet; thence South, along said right-of-way 129.90 feet; thence Southwesterly along a curve to the right with said right-of-way 47.22 feet to the North right-of-way of State Highway 16; thence North 89 degrees 48 minutes 47 seconds West with said right-of-way 686.73 feet, thence North 00 degrees 08 minutes 38 seconds East, 315.00 feet; thence South 89 degrees 48 minutes 47 seconds East, 726.04 feet to the point of beginning, containing 5.20 acres, more or less.

RZ98-2.00 REZONING REQUEST - SAM ROGERS
N OF WEDINGTON, W OF SALEM ROAD

The next item was a rezoning request submitted by Kurt Jones, Northwest Engineers, on behalf of Sam Rogers for property located north of Wedington, west of Salem Road. The property contains 5.20 acres and the request is to rezone the property from R-2, Medium Density Residential, to R-O, Residential-Office.

Recommended Motion:

Staff recommends approval of the requested rezoning subject to access to the entire tract being limited to one curb cut on Highway 16/Wedington Road and one curb cut on Salem Road.

Mr. Jones stated the Highway 16 section was a very long strip of land to be limited to one curb cut (almost 700 feet of frontage). He advised there were specific plans for the corner -- construction of a bank. He pointed out the sale of the corner to the bank would require a lot split and he requested they discuss the curb cut issue at the time the lot split was considered.

Ms. Little explained the concern was the stacking from the stop light at Salem and Wedington. She advised any curb cut on Wedington would need to be clear of that stacking area.

Mr. Jones stated he was not sure where the tract would be split since there were no final designs and again requested the curb cut issue not be decided until the large scale development or lot split stage.

Ms. Little stated the Planning Commission could delay the decision if they so wished.

Ms. Johnson asked if there was any configuration under which the property could develop which would cause staff to change their recommendation to more than one curb cut.

Ms. Little stated that, without seeing every possible configuration, she could not answer the question. She went on to say, however, that the recommendation was a very solid recommendation, noting they needed to protect the traffic flow on Wedington. She advised the chances of changing the staff recommendation were not great.

Ms. Johnson stated that, due to the heavy traffic on Wedington, the fact that the roadway would soon be 4-lane, the proximity to Rupple Road, the difficulties with the by-pass lights, etc., she did not believe they could ever agree to more than one curb cut.

Ms. Little agreed and stated it would be very difficult to envision a scenario where more than one curb cut could be judged as safe.

In response to a question from Mr. Odom, Ms. Little advised she had recently talked with Eric Phillips, State Highway Department, to coordinate the curb cut policy. She stated she had been assured that, while the Highway Department had standards, the city could have more stringent standards than the Highway Department which would be enforced by the Highway Department.

Public Comment:

There was no public comment.

Mr. Odom advised he would be very reluctant to approve the rezoning without the staff recommendations. He added he would listen to a request for a waiver at a later date should they have a configuration that would appear to be safe.

Mr. Ward pointed out the Overlay District ordinance allowed a curb cut every 250 feet.

Mr. Tucker asked if the applicant contemplated any residential uses on the tract.

Mr. Jones stated the area immediately to the north (zoned R-2) would be developed residentially but he did not anticipate any residential development in the R-O area.

Mr. Watkins asked how many acres of the 5.2 would be necessary for the bank.

Mr. Jones stated he believed it would be 1½ to 2 acres. He explained that, once the design began on the bank, he would have a better idea of how much land would be required and they would apply for a lot split.

Ms. Little asked if the bank location had been determined.

Mr. Jones stated the bank was interested in the southeast corner of the property.

Ms. Little stated she believed the decision regarding curb cuts could be better made when they reviewed the lot split request. She suggested waiting until the lot split request was reviewed to make the access decisions.

In response to a question from Mr. Odom, Ms. Little advised the Planning Commission could limit curb cuts at both lot split review and large scale development review.

Mr. Forney stated he supported the staff's recommendation. He advised the applicant he would be willing to listen to a future proposal to amend the recommendation but he believed this was the time to place the limitation on the number of curb cuts. He further stated he did not believe the R-O zoning classification was inconsistent with the land use plan. He noted they might want to review the R-O zoning classification since he did not believe there were any residential developments zoned R-O.

MOTION

Mr. Forney moved to approve RZ98-2.00 subject to staff recommendations.

Ms Hoffman seconded the motion.

The motion carried 6-2-0 with Commissioners Forney, Odom, Hoffman, Ward, Reynolds and Johnson voting "yes" and Commissioners Watkins and Tucker voting "no".

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission Members
THRU:	Charles Venable, Asst. Public Works Director
	Alett S. Little, City Planner
FROM:	Tim Conklin, Planner
DATE:	January 12, 1998

RZ98-2.00: Rezoning Request was submitted by Kurt Jones, Northwest Engineers, on behalf of Sam Rogers for property located north of Wedington, west of Salem Road. The property contains 5.20 acres and the request is to rezone from R-2, Medium Density Residential, to R-O, Residential-Office. (This is a revised request from 9.9 acres of C-2.)

RECOMMENDED MOTION:

RZ98-2.00: Staff recommends approval of the requested rezoning subject to access to the entire tract be limited to the one curb cut on Highway 16/Wedington Road and Salem Road.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: January 12, 1998

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

RZ98-2.00 FINDINGS OF THE STAFF

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

Staff finding: This site is shown on the General Plan 2020 Future Land Use Plan as residential and rezoning a portion of the 9.77 acres of property to R-O is consistent with the General Plan.

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

Staff finding: There are other properties zoned commercial and residential office along the Wedington Road corridor that are undeveloped and for sale. However, there are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of property. A professional market and feasibility study would be necessary to completely understand the current supply and demand for residential-office property.

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

Staff finding: The requested change in the zoning from R-2 to R-O would not create or appreciably increase traffic danger and congestion.

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

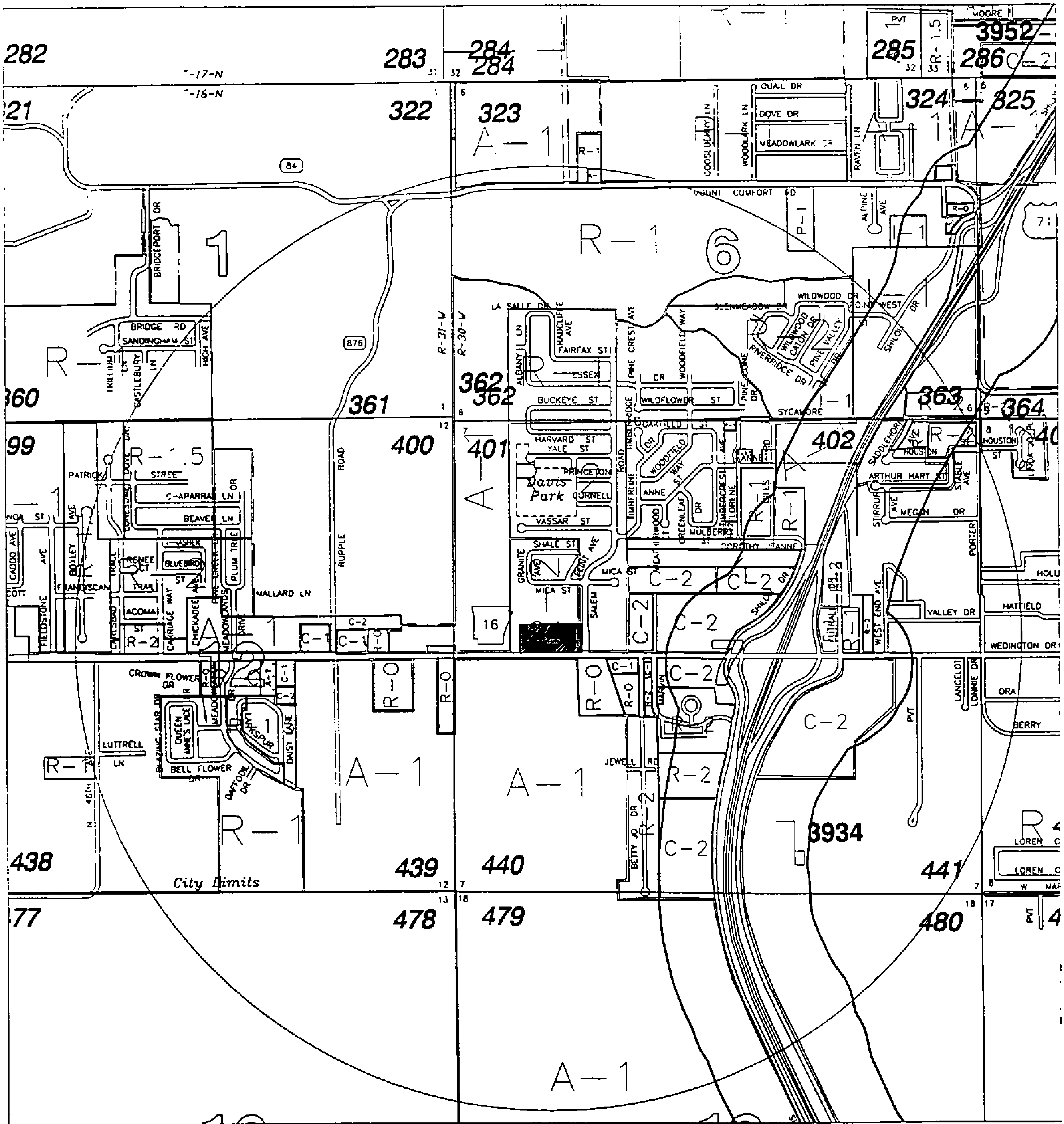
Staff finding: Development of this land under R-O zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities.

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

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

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

Staff finding: N/A



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3952
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325
A-1
R-1
QUAIL DR
DOVE DR
MEADOWLARK DR
WOODLARK LN
RAVEN LN
PVT
R-1.5
MOORE
84
MOUNT COMFORT RD
P-1
ALPINE AVE
R-O
I-1
BRIDGEPORT DR
1
6
BRIDGE RD
SANDINGHAM ST
HIGH AVE
TRILLIUM LN
CASTLEBURY LN
876
R-31-W
R-30-W
LA SALLE DR
RADCLIFFE AVE
FAIRFAX ST
ALBANY LN
ESSEX
PINE CREST AVE
WOODFIELD WAY
GLENMEADOW DR
WILDWOOD DR
POINT WEST
SHILOH DR
WILDWOOD
CATON DR
PINE VALLEY
RIVERRIDGE DR
PINE CONE DR
SYCAMORE
BUCKEYE ST
WILDFLOWER ST
360
361
362
363
364
399
400
401
402
HARVARD ST
YALE ST
PRINCETON
CORNELL
VASSAR ST
Davis Park
TIMBERLINE
WOODFIELD
ANNE
GREENLEAF
MULBERRY
DOROTHY JEANNE
LORENE
SADDLEHORN AVE
HOUSTON
ARTHUR HART ST
STABLE AVE
STIRRUP
MEGAN DR
PORTER
R-1.5
PATRICK
STREET
CHAPARRAL LN
BEAVER LN
CADDO AVE
BOXLEY AVE
FRANCISCAN
RENEE CT
TRAIL
BLUEBIRD
PLUM TREE
MALLARD LN
ACOMA
CHICKADEE
CARRIAGE WAY
MEADOWLANDS
RUPPLE ROAD
SHALE ST
GRANITE AVE
FLINT AVE
MICA ST
SALEM
C-1
C-2
R-2
R-O
16
WEST END AVE
VALLEY DR
HATFIELD
WEDINGTON DR
HOLLY
CROWN FLOWER DR
LUTTRELL LN
QUEEN ANNE'S LACE
BLAZING STAR DR
BELL FLOWER DR
DAFFODIL DR
LARKSPUR
DAISY LANE
46TH AVE
JEWELL RD
MARVIN
BETTY JO DR
LANCELOT
LONNIE DR
ORA
BERRY
LOREN
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439
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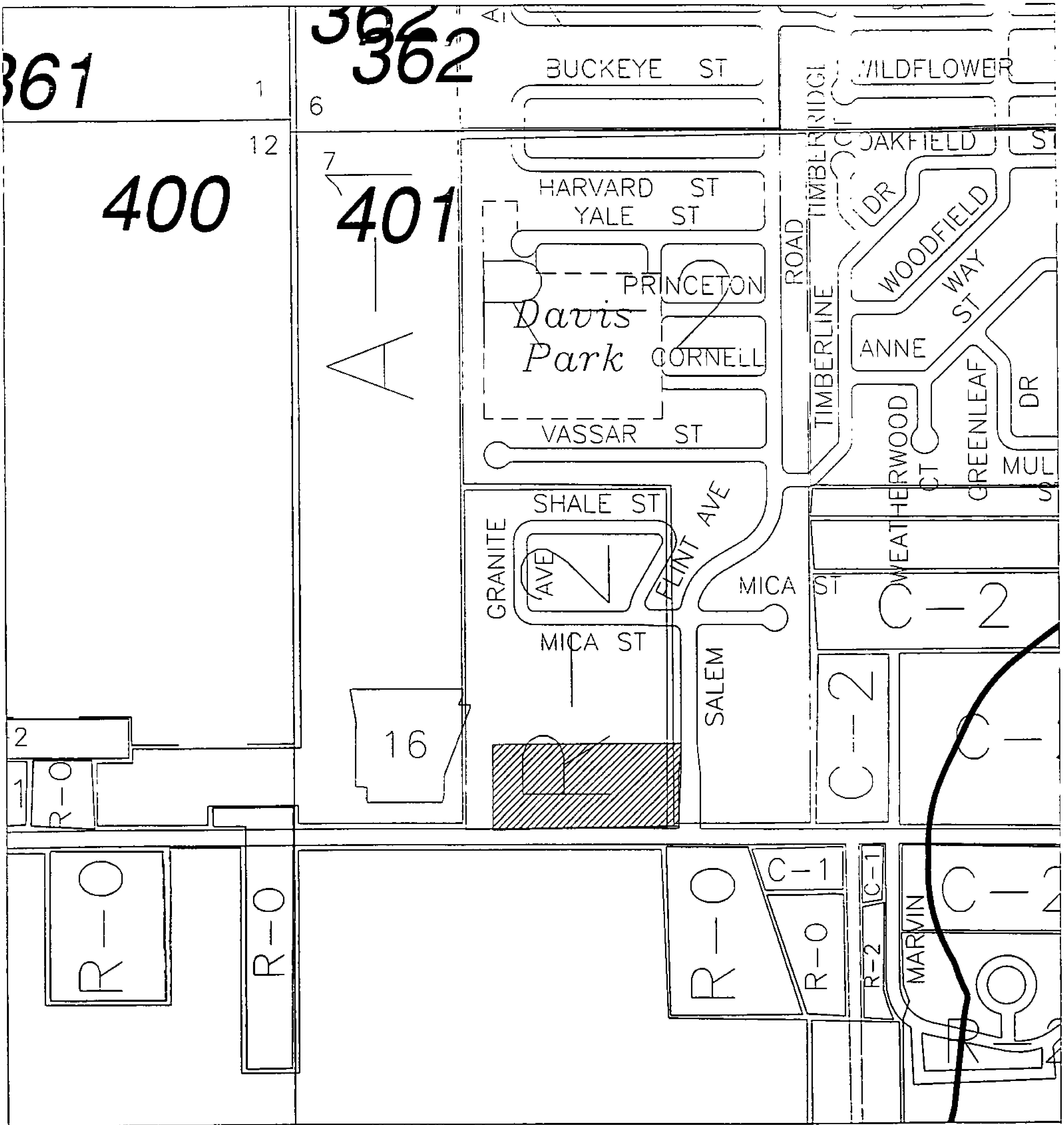
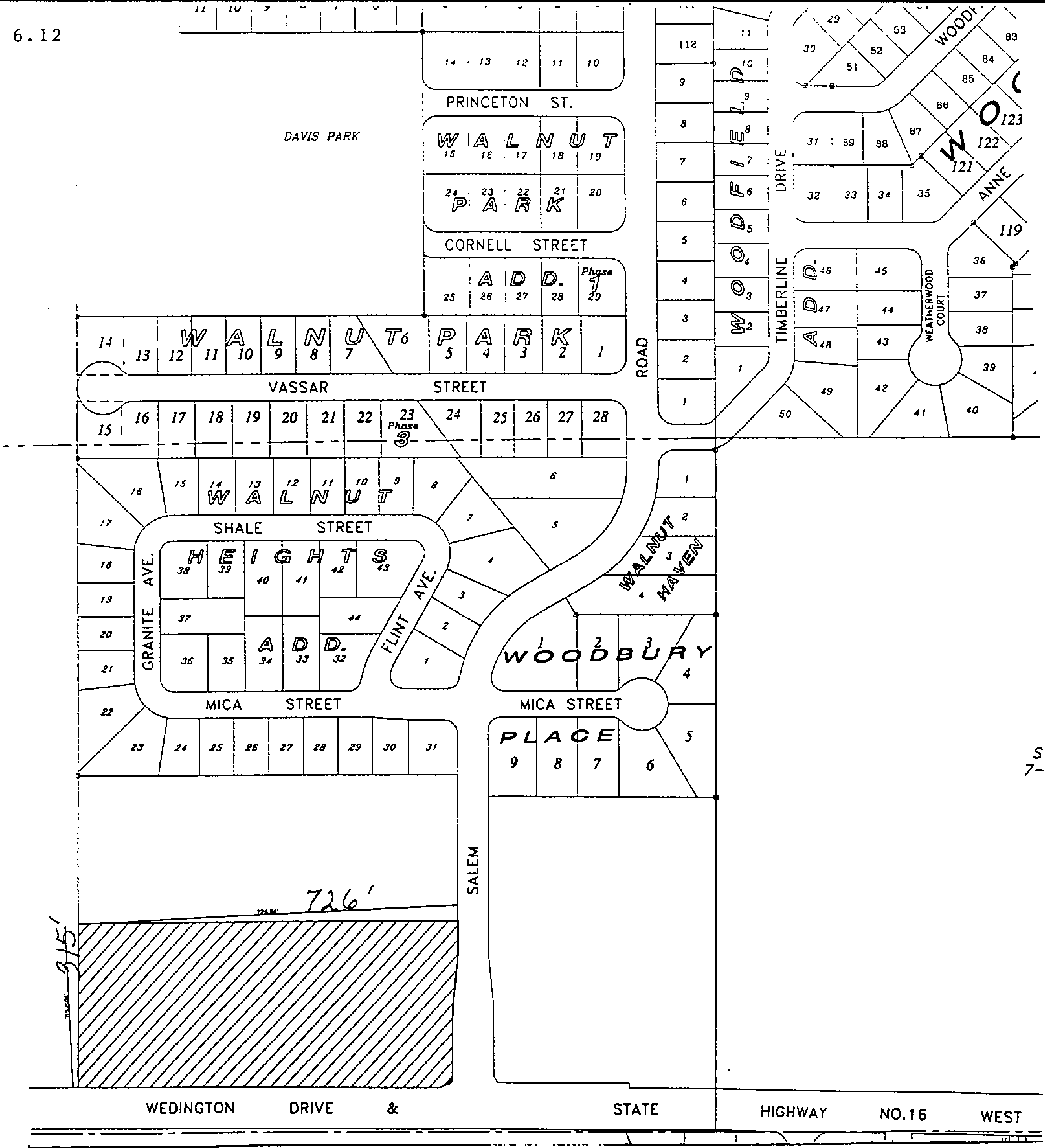
City Limits
T-17-N
T-16-N

SCALE: 1" = 1,500'



SCALE: 1" = 500'

FAYETTEVILLE



DAVIS PARK
PRINCETON ST.
WALNUT PARK ADD. Phase 1
CORNELL STREET
WALNUT PARK
VASSAR STREET
Phase 3
WALNUT HEIGHTS ADD.
SHALE STREET
GRANITE AVE.
FLINT AVE.
MICA STREET
MICA STREET
WALNUT HAVEN
WOODBURY PLACE
SALEM
ROAD
WOODFIELD
TIMBERLINE DRIVE
ADD.
WEATHERWOOD COURT
ANNE
726'
315'
WEDINGTON DRIVE & STATE HIGHWAY NO.16 WEST

SCALE: 1" = 250'

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 3, 1998

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #1 - Bid #97-76. The Vendor for this Purchase is Midwestern Equipment Co. P.O.Box 3445, Tulsa, OK 74101, Vendor #03768 Oil Distributor Truck.

COST TO CITY:

Cost: $ 99,651.00 Trade Allowance: N/A Net Cost: $ 99,651.00

$ 99,651.00	$ 449,000.00	Repl/Exp Med/Hvy Util Vehicle
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 00.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98064	$ 449,000.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator   Administrative Services Director

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

Accounting Manager	Date 1-14-98	ADA Coordinator	Date
City Attorney	Date 1-14-98	Internal Auditor Yolanda Fields	Date 1-14-98
Purchasing Officer	Date 1-14-98		

STAFF RECOMMENDATION:

Acceptance of Bid 97-76 and authorization to Purchase Item #1.

Division Head   Date

Department Director   Date

Administrative Services Director   Date 1-16-98

Mayor   Date 1/16/98

Cross Reference

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

Prev Ord/Res #: ____

Orig Contract Date: ____

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: January 13, 1998

SUBJECT: BID AWARD RECOMMENDATION 97-76

Reference the attached Agenda Request for the Award of Bid 97-76, Item #1. The lowest qualified bidder meeting specifications is Midwestern Equipment Co., P.O. Box 3445, Tulsa, OK 74101. (Vendor #3768).

The Bid Tabulation Sheet dated December 29, 1997, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered. .

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Street Maintenance Division and Fleet Operations Division prior to submission to the Equipment Committee.

A discussion which allowed a very thorough evaluation of both the distributor unit and the cab/chassis resulted in a decision by the Equipment Committee to support the staff recommendation

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

ITEM 1. HD Cab/Chassis w/mounted Oil Distributor

** Midwestern Equipment Co.

1999 Sterling L-8511 w/Roscoe Maximizer II Distributor @ $99,651.00. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Midwestern Equipment Co. - 1 Unit at $ 99,651.00

TOTAL BID AWARD: $ 99,651.00

The budgeted amount for items in this Category/Project is $449,000.00 in account 9700-1920-5802.00, Project 98064-001. With the purchase of this item at $99,651.00 we will have a balance remaining of $349,349.00 for the other items scheduled in this Category/Project.

7.04

BID #97-76
DATE: 12/29/97
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: H/D TRUCK- OIL DISTRIBUTOR

BIDDER	#ITEM #1	#ITEM 1-A	#ITEM 1-B	#ITEM 1-C	#ITEM #2
TRAKSAN	no bid	no bid	no bid	no bid	no bid
CLARK MACHINERY	----	$91,031.60	----	----	----
OZARK TRUCK	$115,671.00 del 120-160 days	----	----	----	
PURSUIT UNLIMTED	----	----	----	----	$1,850.00
MIDWESTERN	$99,651.00 del 180-230 days	----	$94,726.00 del 160 days	$87,000.00 del 7 days	$6,500.00 trade on B-1 & C-1

CERTIFIED BY: P Vice
PURCHASING MANAGER

B Williams
WITNESS

4/29/97
DATE

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Bill Oestreich, Fleet Maintenance Superintendent

FROM: Randy Allen, Street Superintendent R.A.

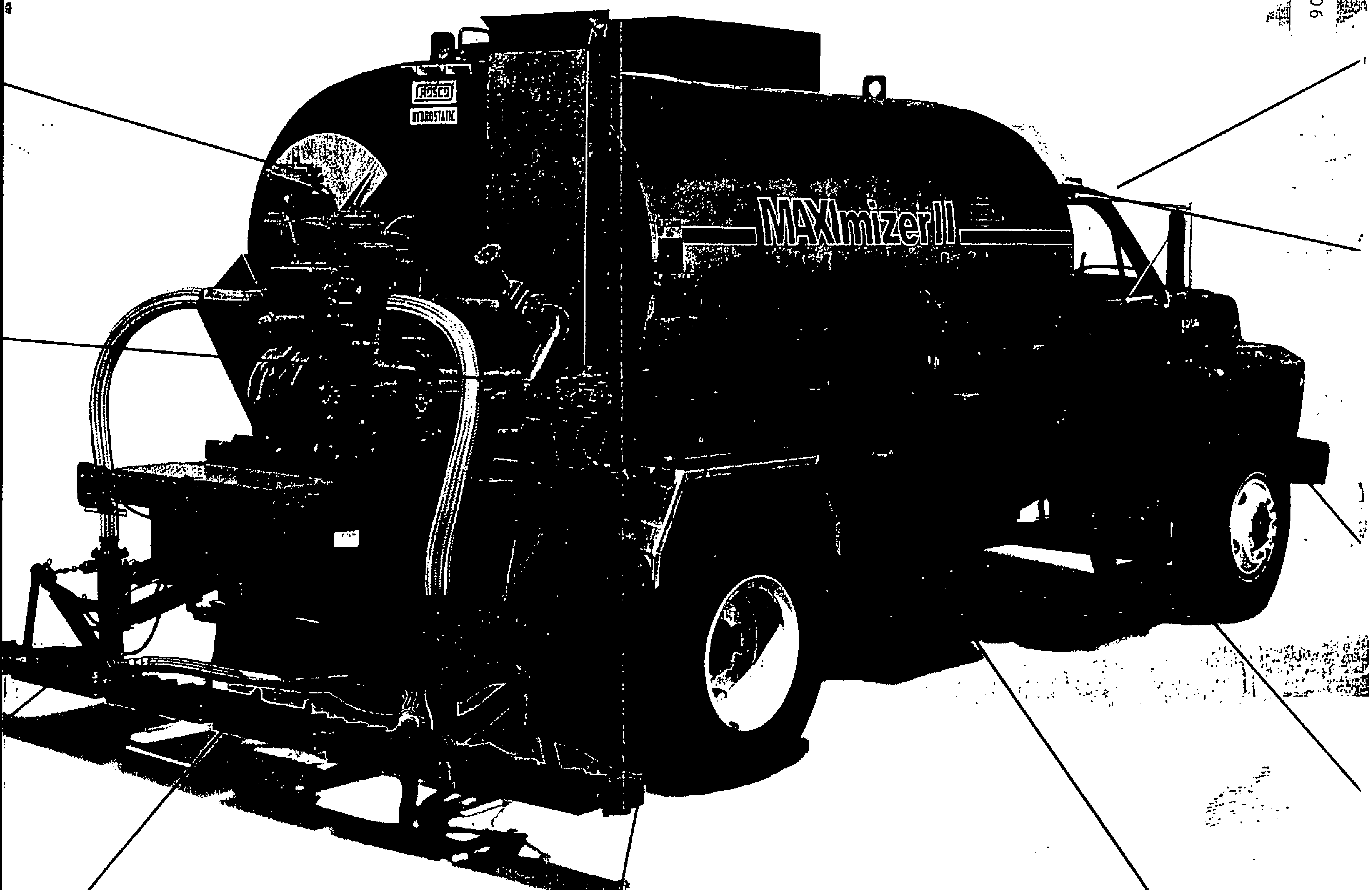
DATE: January 13, 1998

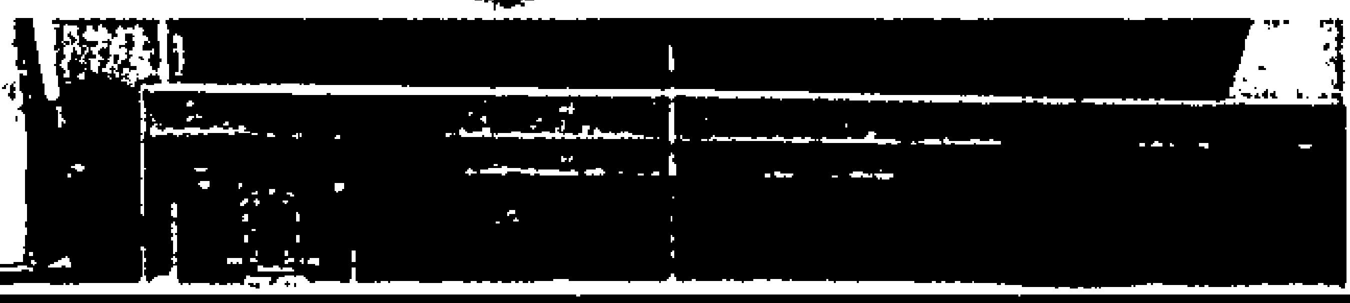
SUBJECT: **Oil Distributor Bids**

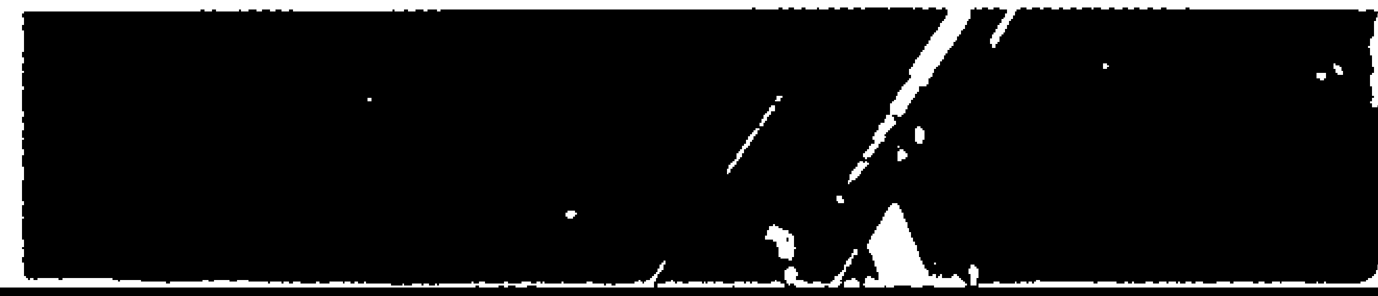
After meeting with Ben Mayes, Kevin Crosson, and yourself, it appears to be the consensus that the low bidder meeting all specifications is Midwestern Equipment Company with the 250HP Ford truck and Rosco Distributor. The bid for this unit is $99,651.

...ximizer II with standard features that over 30 years ... in Road Maintenance Equipment.

7.06







CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 97-76 **DATE ISSUED:** December 9, 1997

DATE & TIME OF OPENING: December 19, 1997 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 120 Days from Date of Order

F.O.B. Fayetteville, AR

***GUARANTEED DELIVERY SCHEDULE:**______________________________

ITEM:	DESCRIPTION:	QUANTITY:	* PRICE:
1.	Heavy Duty Truck Cab and Chassis with Mounted Oil Distributor per Item #1 of Specifications Attached	1	$______________
1A.	ALTERNATE : Demonstrator/Lease/Used Heavy Duty Truck Cab and Chassis with Mounted Oil Distributor per Item #1 of Specifications Attached Unit to have under 10,000 miles/ and/or 100 hours. Complete description with photographs to be provided.	1	$______________

ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

2. 1978 Chevrolet C-60 W/Mounted Etnyre
   Blacktopper Oil Distributor
   VIN: CCE668V161384
   Unit #53 $______________________

***BIDDER IMPOSED RESTRICTIONS ON ITEM 2**

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EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have Read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

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***NAME OF FIRM:**______________________________

***BUSINESS ADDRESS:**__________________________

***CITY:**____________________ ***STATE:**________ ***ZIP:**________

***PHONE:**____________________ ***FAX:**____________________

***AUTHORIZED SIGNATURE:**______________________

***TITLE:**______________________________

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 97-76
SPECIAL TERMS & CONDITIONS
ITEM #1

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.

3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.

5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.

6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.

7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.

9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**

11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.

11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID"** **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

ADDITIONAL TERMS AND CONDITIONS
SALE ITEM ONLY
ITEM # 2

1. All bids shall be submitted on forms provided by the City.

2. Bids received after the date and time set for receiving bids will not be considered.

3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.

4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.

6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. WEDNESDAY, DECEMBER 10, 1997 THROUGH FRIDAY, DECEMBER 12, 1997 AND MONDAY, DECEMBER 15, 1997 THROUGH WEDNESDAY, DECEMBER 17, 1997.

7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496

8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

    A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.

    B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.

9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 97 - 76

BASIC SPECIFICATIONS

HEAVY DUTY TRUCK CHASSIS W/MOUNTED OIL DISTRIBUTOR EQUIPMENT

General Specification Requirements are as follows for HEAVY DUTY TRUCK CHASSIS W/MOUNTED OIL DISTRIBUTOR EQUIPMENT These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

ITEM 1. HEAVY DUTY TRUCK CHASSIS W/MOUNTED OIL DISTRIBUTOR

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: As Required to conform to requirements of Oil Distributor which is listed in Basic Specifications.

CAB/AXLE DIMENSION: As Required to conform to requirements of Oil Distributor listed in Basic Specifications.

DIESEL ENGINE: **MINIMUM ONLY:** 504 C.I.D. 8.3 Liter Displacement, Turbocharged w/Air to Air Aftercooling, 250 H.P. @ 2400 R.P.M., 660 LB.FT. @ 1300 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down, Spin-On Fuel Filters, Vertical Exhaust w/heat shield and rain cap. Provision shall be made to have crankshaft and chassis capable of mounting hydrostatic pump which will be provided with the Oil Distributor Unit listed herein.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER:____________________
MODEL DESIGNATION:____________________
NO. OF CYLINDERS:____________________
C.I.D. DISPLACEMENT:____________________
H.P. RATING:________**@**________**R.P.M.**
TORQUE RATING:________**@**________**R.P.M.**

TRANSMISSION:	Allison MD3550WR-P 5 Speed Electronic Control Automatic **OR EQUAL.**
FRAME:	26.5 SM 110,000 PSI Dbl Channel Bolted with sufficient Over All Length to conform to the requirements of the Oil Distributor listed in the Basic Specifications.
GVW RATING:	35,000 LBS
GCW RATING:	Not Applicable
REAR AXLE:	23000 LB Rockwell RS-23-160 Steel W/5.63 Ratio, Magnetic Drain and Fill Traps **or equal**, with 24500 LB Springs W/4500 Single Leaf Auxiliary.
DRIVELINE:	Spicer/Dana 1810 Coated Spline w/single guard.
FRONT AXLE:	12000 LB. Capacity, Bronze King Pin Bushings, Greaseable Drag Link and Tie Rods, Double Acting Telescopic Shock Absorbers W/12000 LB. Capacity Suspension.
ALTERNATOR:	130 AMP.
BATTERIES:	1875 CCA.
FUEL SYSTEM:	Dual Steel Minimum Capacity 75 Gal. per Tank
COOLING SYSTEM:	Silicone Hoses, Filter/Conditioner.
STEERING:	Ross TAS-65 Power Assist **or equal.**

WHEELS & TIRES:	22.5 x 8.25 Steel Disc 10 Hole Budd Accuride Type w/11R22.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle with necessary Ply Rating and Load Range Rating to be compatible with required GVW.
RADIO:	O.E.M. AM/FM
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Vinyl/Cloth High Back Air Ride Drivers Seat, Air Ride Passenger Seat. Seat Belts shall be provided for 2 seating positions.
CAB:	Standard Manufacturers Rust Proofed Air Suspended Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Bendix 13.2 CFM Compressor **or equal.** 15 X 4" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums, Automatic Slack Adjusters on all positions, Rear Parking Brake Chambers, Bendix Heated Air Drier.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow

Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.

BASIC SPECIFICATIONS FOR BITUMINOUS DISTRIBUTOR AS FOLLOWS:

Unit shall be capable of performing the functions listed herein.

1. Fill tank by distributor pump from outside source.

2. Circulate material in tank.

3. Circulate material in spray bar.

4. Spray at a constant desired application rate, regardless of variance in truck speed.

5. Return material in spray bar to tank by pump suction.

6. Hand spray.

7. Return material in hand spray to tank by pump suction.

8. Transfer from an outside source to another outside source without having material enter distributor tank.

9. Pump material back to supply source.

10. Automatically go from circulate in spray bar to spray mode and return to circulate without pushing material over relief valve.

Note that it is important that the distributor be capable of returning all material in the spray bar, hand spray and distributing lines to the distributor tank by means of pump suction. This function is to be accomplished without reversing the pump. Unit shall use volumetric metering with no by-pass when spraying to insure accuracy of application. Provision shall be made for easily draining the circulating system independently of the tank and for flushing circulating system and pump with not more than 3 quarts of fuel oil so as not to dilute tank contents. Tank to have a minimum capacity of 1900 U.S. Gallons. It shall have an oval cross section with the long axis horizontal. Size of oval and length of tank to be selected to give the best load distribution on the chassis to be used. Shell material to be a minimum of 10 gauge steel with 10 gauge steel heads deep dished and flanged, welded to shell both inside and outside. Full section 10 gauge deep dished and flanged surge plates to be provided to support the tank. They are to be spaced to provide adequate tank strength and proper surge control. Openings shall be provided in the plates for the free flow of material to the pump and large enough for a man to crawl through. A 20" inside diameter manhole with quick opening cover shall be provided. A 3" diameter overflow extending at least 6" above the liquid and draining through the bottom of the tank in such a location as to clear all chassis members. Tank is to be insulated with 2" fiberglass 1 lb. density with spacers to prevent compression and protected by a .050" aluminum jacket sheet. Tank to be mounted on full bolster style saddles. Float type gauge to be provided with an aluminum dial calibrated in 50 gallon increments and located at the rear of the tank. An aluminum measuring stick to be furnished calibrated in 50 gallon increments. This is to be designed and calibrated to read tank contents without dipping stick into material. Spillage collar and overflow drain, including refiners and platform and ladder to be furnished.

TANK DESIGN AND CONSTRUCTION TO MEET ALL CURRENT APPLICABLE FEDERAL CARGO TANK REGULATIONS. THESE INCLUDE DOT-406, HM-183, HM-198A, WITH CONSIDERATION FOR HOT ASPHALT PRODUCTS. MUST HAVE AMSC TANK APPROVAL NUMBER.

Hydrostatic transmission power unit shall be provided consisting of: 1. Pump: Infinitely variable displacement pump with a minimum displacement of 4.8 cubic inches per revolution, axial piston type. Electronic stroker control. 2. Motor: Fixed displacement motor with a minimum displacement of 2.1 cubic inches, axial piston type coupled to a 3.12:1 gear box. Entire transmission unit shall be capable of operating speeds up to 2800 RPM. Hydraulic oil may reach temperature of up to 200 degrees without damage to the unit. Unit shall have internal valving, and shall be fitted with relief valve and high oil temperature signal in cab. 3. Crankshaft Take-off: Hydrostatic pump driven by crankshaft take off. 4. Hydraulic lines: High pressure hose with swaged type split flange "O" ring fittings per S.A.E. standards. Low pressure hose installation shall be made according to transmission manufacturers recommendations. Only top quality fittings, tubing and hoses to be used. 5. Controls" Electronic micro-control of hydrostatic transmission for setting asphalt pump discharge rate shall be located in truck cab. Control to permit stopping the variable pump discharge without disconnecting the drive and be equipped with an override of the micro-control which shall allow increases in asphalt pump output for filling, sucking back, etc., without affecting application rate setting. Override control shall be located in truck cab and at rear of unit. 6. Reservoir: Minimum 20 gallon hydraulic reservoir with dial thermometer and level indicator. 7. Filter: A 10 micron replaceable cartridge type filter with vacuum gauge shall be located in a line between oil reservoir and hydrostatic pump.

A positive displacement rotary gear type bitumen pump shall be provided with a 4-1/2" suction X 4" discharge. It is to be located under and below the bottom level of the tank so that the material will flow vertically from the suction to the discharge insuring complete drainage when tank contents valve is closed. It shall have a minimum capacity of 400 gallons per minute. Self flushing line from fuel tank or heating system fill line. 20 gallon capacity fuel tank with float level gauge located away from burners for safe operation.

Spray shall be full circulating 24 feet in length, hinged to permit folding for travel. Length of bar in folded position not to exceed 8 feet. Positive circulation from one end of the bar to the other ind, regardless of bar length or asphalt pump rate. To consist of 8' center section with folding wing on each side of center. Nozzles to be spaced on 4" centers on spray bar and shall have an individual valve for each spray nozzle. Each nozzle valve to have flip lever control so bar length can be adjusted and allows individual valves to be disconnected without the use of tools or pulling pins. Right and left side wings (bar extensions) to relieve fore and aft. Pin replacement required when bar relieves. Bar to adjust for positive or negative crown and also adjustment for pitch of bar to aim nozzle valves rearward. Sections to be interchangeable, right or left side.

Air operated driver cab controls shall be provided which will utilize the air system of the truck chassis. The distributor air system shall include its own air reservoir with a check valve set at 80 pounds to prevent loss of air on truck chassis brakes in case lines are ruptured. System shall have its own air line oiling device and controls shall be electric, located in cab convenient to the operator. Spray bar valves shall be turned on/off by means of an air cylinder with controls located in truck cab of distributor. All air solenoid valves and hydraulic solenoid valves are to be mounted to be accessible and serviceable from the ground without climbing on the machine. All air solenoid valves and hydraulic solenoid valves to be equipped with manual overrides for the solenoids.

A 2 flue LPG heating system shall be provided. It will consist of 2-8" X 6" U-type return flues running the full length of the tank. The inlet and exhaust opening of teach individual set of flues shall be in the same horizontal plane allowing heating with a minimum of material in the tank. Flues shall have stainless steel external stack. LPG gas burners with a minimum of 1,000,000 BTU per hour per burner capacity With pressure regulator, valves, piping, 52 gallon frame mounted tank, electronic push button ignition, automatic out fire protection.

A steel tool box of sufficient size to store all necessary tools shall be furnished at the side of the tank. Must have a hinged door at side with flush type lock. All necessary special tools for operation and maintenance of the distributor shall be provided along with an extra supply of gaskets and pump packing.

Instruments/Controls shall be furnished with computer control and digital readout. A radar type sensor to pick up ground speed shall be utilized. Cab monitoring shall be provided for gallons per minute, feet per minute, and feet traveled.

An Arrow Board will be provided at the top rear of the unit with a center mounted amber strobe both front and rear of body and 4 corner mounted amber rotating beacons (Grote 7622). Mud flaps will be provided in front of the drive wheels with an anti sail mechanism mounted to prevent the flap from contacting the tires while the vehicle is in motion. Mud flaps will be provided behind the drive wheels.

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Ron Blackwell Ford Truck Center
Attn: Larry Eden
P O Box 608
Bentonville, AR 72712

Ozark Truck Sales
P O BOX 6427
Springdale, AR 72766

Bell International Inc
P O Box 25
Springdale, AR 72764

Shipley Motor Equip Co
Attn: Jim Lollis
P O Box 250
Lowell, AR 72745

Joplin Ford
Attn: Sheryl Sullinger
3000 Rangeline
Joplin, MO 64804

Tulsa Truck
Attn: Lee Sawin Jr
P O Box 9546
Tulsa, OK 74157

Peterbilt of Springdale
Attn: Dennis Martin
P O Box 6310
Springdale, AR 72766

NWA Truck & Equip Inc
Attn: Tim McConnell
P O Box 89
Springdale, AR 72765

Williams Ford Tractor & Equip Co
P O Box 1346
Fayetteville, AR 72709

J A Riggs Tractor Co
9125 Interstate 30
Little Rock, AR 72709

Scott Construction Equip
4831 N Thompson
Springdale, AR 72764

E A Martin Machinery Co
802 E 264 Hwy
Springdale, AR 72764

Traksan Equip Co
1531 E Ford Ave
Springdale, AR 72764

Clark Machinery Co
P O Box 2985
Fort Smith, AR 72901

Mitchell Machinery Co
P O Box 1267
Van Buren, AR 72956

ARKTRAC
2003 South 8th St
Rogers, AR 72756

Midwestern Equip Co
P O Box 3455
Tulsa, OK 74101 Ok

Grant Mfg & Equip Co Inc
4009 W 49th St
Tulsa, OK 74107

Little Rock Equip Sales Ok
P O Box 21037
Little Rock, AR 72221

Daugherty Equip Ok
1507 W Truckers Lane
Fayetteville, AR 72701

Cemen Tech
Attn: Brad Ross
1100 N 14th St
Indianola, IA 50125

Elkin Mfg Inc
2431 Rt 286
Indiana, PA 15701

Grant Mfg & Equip Co
Attn: Nick Pontikos
1828 NW 4th St
Oklahoma City, OK 73106

Barton Freightliner Inc.
Attn: Don Robbins
11700 Valentine Rd
North Little Rock, AR 72117

Waste Research
Attn: Wayne Fields
P O Box 998
Chouteau, OK 74337

Bucy Equipment Co Inc
Attn: Shawn Bucy
P O Box 97
Rector, AR 72416

Scranton Mfg Co Inc
Attn: Pat Henderson
101 State St
Scranton, IA 51462

SAC Recycling Systems
Attn: Ray Ouellette
25 Bidwell
South Windsor, CT 06074

LABRIE
Attn: John Izzi
175, Route du Pont
Saint-Nicholas, Canada G7A2T3

Walinga Inc
Attn: Terry Medemblik
761 76th St West
Grand Rapids, MI 49509

Brothers Industries Inc
Attn: Douglas Storck
P O Box 409
Morris, MN 56267

National Recycling Equip Co
Attn: Fred Warrender
P O Box 183
Georgetown, MA 01833

Dempster Industries Inc
Attn: Bob Hemphill
P O Box 1388
Toccoa, GA 30577

Heil Co
P O Box 8676
Chattanooga, TN 37414

Lodal Inc
Attn: Scott Van Wolvelaere
620 N Hooper
Kingsford, MI 49802-1215

Kann Mfg Corp
Attn: Perry Moser
P O Box 400
Guttenberg, IA 52052

General Engines Co Inc
409 B Southgate Court
Mickleton, NJ 08056

G-S Products Recycling Equip
Rd 5 Box 184-1A
Somerset, PA 15501

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. RON BLACKWELL FORD TRUCK CENTER
   P.O.BOX 608
   BENTONVILLE, AR 72712
   ATTN: LARRY EDEN
   501-756-9461

2. OZARK TRUCK SALES
   P.O. BOX 6247
   SPRINGDALE, AR 72766
   501-756-1200

3. BELL INTERNATIONAL, INC.
   P.O.BOX 25
   SPRINGDALE, AR 72764
   800-477-7436

4. SHIPLEY MOTOR EQUIPMENT CO.
   P.O.BOX 250
   LOWELL, AR 72745
   Attn: Jim Lollis
   501-631-7653 FAX: 501-770-6146

5. Joplin Ford
   3000 Rangeline
   Joplin, MO 64804
   Attn: Sheryl Sullinger
   417-623-5660 FAX: 417-623-7305

6. ~~Tulsa Truck~~
   ~~P.O.Box 95[illegible]~~
   ~~Tulsa, OK 74157~~
   ~~Attn: Lee Sawin, Jr.~~
   ~~800-375-4979~~

7. Peterbilt of Springdale
   P.O.Box 6310
   Springdale, AR 72766
   Attn: Dennis Martin
   800-825-7383 FAX: 501-361-2128

8. Northwest Arkansas Truck & Equip., Inc.
   P.O.Box 89
   Springdale, AR 72765
   Attn: Tim McConnell
   800-495-4551 FAX: 501-751-0836

BIDDERS LIST

1. Williams Ford Tractor & Equipment Co.
   P.O.Box 1346
   Fayetteville, AR 72702-1346

2. J.A Riggs Tractor Co.
   9125 Interstate 30
   Little Rock, AR 72709

3. Scott Construction Equipment
   4831 N. Thompson
   Springdale, AR 72764

4. E.A.Martin Machinery Co.
   802 E. 264 Hwy
   Springdale, AR 72764

5. Traksan Equipment Co.
   1531 E. Ford Ave
   Springdale, AR 72764

6. Clark Machinery Co.
   P.O.Box 1985
   Fort Smith, AR 72901

7. Mitchell Machinery Co.
   P.O.Box 1267
   Van Buren,AR 72956

8. Arktrac
   2003 South 8th St.
   Rogers, AR 72756

9. ~~Midwestern Equipment Co.~~
   ~~P.O.Box [illegible]~~
   ~~Tulsa, OK 74101~~
   ~~Attn: Newton Box~~
   ~~800-324-6144~~

10. ~~Grant Manufacturing & Equipment Co., Inc.~~
    ~~1828 Northwest 4th St.~~
    ~~Oklahoma City, OK 73106~~
    ~~Attn: Nick Pontikos~~
    ~~800-259-9892 FAX 405-236-1472~~

11. ~~Little Rock Equipment Sales~~
    ~~13001 Interstate 30~~
    ~~Little Rock, AR 72209~~

12. ~~Daugherty Equipment~~
    ~~1507 W. Truckers Lane~~
    ~~Fayetteville, AR 72701~~

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BIDDERS LIST

1. BARTON FREIGHTLINER, INC.
   11700 VALENTINE RD.
   NORTH LITTLE ROCK, AR 72117
   ATTN: DON ROBBINS
   800-562-8875 - FAX 501-955-3235

2. ~~WASTE RESEARCH~~
   ~~P.O. BOX 998~~
   ~~CHOUTEAU, OK 74337~~
   ~~ATTN: WAYNE FIELDS~~
   ~~800-880-9278 FAX 918-476-8508~~

3. ~~BUCY EQUIPMENT CO., INC.~~
   ~~P.O. BOX 97~~
   ~~RECTOR, AR 72461~~
   ~~ATTN: SHAWN BUCY~~
   ~~888-797-0399 - FAX 870-595-3931~~

4. ~~SCRANTON MFG. CO., INC.~~
   ~~101 STATE ST.~~
   ~~SCRANTON, IA 51462~~
   ~~ATTN: PAT HENDERSON~~
   ~~800-831-1858 - FAX 712-652-3399~~

5. Midwestern Equipment Co.
   P.O.Box 3445
   Tulsa, OK 74101
   Attn: Newton Box
   800-324-6144

6. Grant Manufacturing & Equipment Co., Inc.
   1828 Northwest 4th St.
   Oklahoma City, OK 73106
   Attn: Nick Pontikos
   800-259-9892 FAX 405-236-1472

7. Little Rock Equipment Sales
   13001 Interstate 30 P.O. Bx 21037
   Little Rock, AR ~~72209~~ 72221

8. Daugherty Equipment
   1507 W. Truckers Lane
   Fayetteville, AR 72701

QUALITY FORD, INC
ATTN: SHAWN YANCEY
4825 S GOLD ROAD
BROOKLILNE STATION, MO 65619

WARFORD AUTO WRECKERS INC
PUMP STATION ROAD
FAYETTEVILLE, AR 72701

MEUSER HEAVY EQUIPMENT
4100 S HIWAY 71B
SPRINGDALE, AR 72764

U S LEASING
3700 PRESTON RD STE 536
PLANO, TX 75093

BILLY THE KID INC
ATTN: AUTUMN
111 NORTH 2ND ST STE 303
COEURD-ALNE, ID 83814

AMI AUTO BROKER
16329 CENTER POINT
GROVER, MO 63040

DIXIE SURPLUS EQUIPMENT
ATTN: KENNETH MCKAY
P O BOX 8507
ALEXANDRIA, LA 71306

CENTRAL OKLAHOMA POLICE SUPPLY
ATTN: CHRIS HURLEY
1329 N HARRISON
SHAWNEE, OK 74810

LEON PHILLIPS
10301 NW JETER RD
FAYETTEVILLE, AR 72701

CULVER TRUCK SALES
P O BOX 21
GREENLAND, AR 72737

DARRELL MEREDITH TRUCK SALES
1749 S SCHOOL
FAYETTEVILLE, AR 72701

TRI-STATE AUCTIONEERS INC
ATTN: RANDY WHATLEY
RT 4 BX 4605 HWY 175 W
ATHENS, TX 75751

TOM CHRISTIAN EQUIPMENT
P O BOX 203
GOSHEN, AR 72735

HARI AUTO SALES
ATTN: ABDUL WAHEED
5401 EAST 85TH TERRACE
KANSAS CITY, M0 64132

ATLAS AUTO LEASING
750 E IRVING BLVD
IRVING, TX 75060

CHRIS HACKER
576 SOUTH SANG
FAYETTEVILLE, AR 72701

GARY HARVEY
P O BOX 249
FAYETTEVILLE, AR 72702

HARRY LUNSFORD
P O BOX 13
LEICESTER, NC 28748

AUTO WHOLESALERS
P O BOX 445
HOLLIDAYSBURG, PA 16648

WHITTLE TRUCK SALES
ATTN: RICK WHITTLE
P O BOX 7061
SPRINGDALE, AR 72765

DAVID HOBEL
5223 WEDINGTON
FAYETTEVILLE, AR 72701

CHICAGO MOTORS INC
ATTN: ANIS GHANIWALA
2553 WEST CHICAGO AVE
CHICAGO, IL 60622

TRUCKS & PARTS OF TAMPA
ATTN: BRUCE GOLDENBERG
1015 SOUTH 50TH ST
TAMPA, FL 33619

GARY MAX JONES JR
RT 2 BOX 102 A
HINDSVILLE, AR 72740

SUPERIOR MITSUBISHI
ATTN: FLEET SALES
3195 N COLLEGE
FAYETTEVILLE, AR 72703

BIDDERS LIST

SALE ITEMS

1. CULVER TRUCK SALES
   P.O.BOX 21
   GREENLAND, AR 72737
   501-521-2870

2. Harry Lunsford
   P.O.Box 13
   Leicester, NC 28748
   704-683-9252

3. HARI AUTO SALES
   5401 E. 84TH TERRACE
   KANSAS CITY, MO 64132
   ATTN: ABDUL WAHEED
   816-333-5794 FAX -SAME-

4. WARFORD AUTO WRECKERS INC.
   PUMP STATION ROAD
   FAYETTEVILLE, AR 72701

5. DARREL MEREDITH TRUCK SALES
   1749 S. SCHOOL
   FAYETTEVILLE, AR 72701

6. Auto Wholesalers
   P.O.Box 445
   Hollidaysburg, PA 16648
   814-696-4343 Fax 814-696-1324

7. Meuser Heavy Equipment
   4100 S. Hiway 71B
   Springdale, AR 72764
   501-751-0680

8. CHICAGO MOTORS INC.
   2553 WEST CHICAGO AVE.
   CHICAGO, ILLINOIS 60622
   Attn: ANIS GHANIWALA
   312-235-6500 (800-942-0005) FAX 312-235-6532

9. TRI-STATE AUCTIONEERS INC.
   RT. 4, BOX 4605 HWY 175 W.
   ATHENS, TX 75751
   ATTN: RANDY WHATLEY
   903-675-9039 FAX 903 675-4557

10. AMI AUTO BROKER
16329 CENTER POINT
GROVER, MO 63040
314-458-1380

11. ATLAS AUTO LEASING
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117

12. BILLY THE KID, INC.
111 N. 2ND ST. #303
COEURD'ALENE, IDAHO 83814
208-765-8062

13. DIXIE SURPLUS EQUIPMENT
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312

14. WHITTLE TRUCK SALES
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410

15. CENTRAL OKLAHOMA POLICE SUPPLY
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177

16. Trucks & Parts of Tampa
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg

17. ~~Dale Fred[illegible]~~
~~65[illegible]untsville Rd.~~
~~[illegible]ayetteville, AR 72701~~

7.28

STATE OF ARKANSAS
County of Washington } ss.

I, **RANDALL COPE**, hereby certify that I am the publisher of THE NORTHWEST ARKANSAS TIMES, a daily newspaper having a second class mailing privilege, and being not less than four pages of five columns each, published at a fixed place of business and at fixed (daily) intervals continuously in the City of Fayetteville, County of Washington, Arkansas for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes in the City and County for a definite price for each copy, or a fixed price per annum, which price was fixed at what is considered the value of the publication, based upon the news value and service value it contains, that at least fifty percent of the subscribers thereto have paid for their subscriptions to the newspaper or its agents or through recognized news dealers over a period of at least six months and that the said newspaper publishes an average of more than forty percent news matter.

I further certify that the legal notice attached in the matter of Notice to Bidder - Bid No. 97-76

was published in the regular daily issue of said newspaper for 1 consecutive insertions as follows:

The first insertion on the Dec. 11 day of 19 97

the second insertion on the ____ day of 19 ____

the third insertion on the ____ day of 19 ____

and the fourth insertion on the ____ day of 19 ____

[signature]
Publisher / General Manager

Sworn to and subscribed before me on this 11 day of December 19 97

[signature]
Notary Public

Catherine Sall
Notary Public, State of Arkansas
Washington County
My Commission Expires 02/27/05

My Commission Expires:

Fees for Printing .... $ 63.45

Cost of Proof .... $

Total .... $ 63.45

PO# 60283

NOTICE TO BIDDER

BID NO. 97-76

COMMODITY: H.D. TRUCK CAB/CHASSIS W/MOUNTED [illegible] DISTRIBUTOR WITH THE [illegible] OR TRADE OF A USED [illegible]

[illegible] sealed bids at the Purchasing Office, City Hall [illegible] W. Mountain Street, Fayetteville, Arkansas 72701, until [illegible]:00 A.M., DECEMBER 19, 1997, for the furnishing of:

COMMODITY:

H.D. TRUCK CAB/CHASSIS W/MOUNTED OIL DISTRIBUTOR WITH THE SALE OR TRADE OF A USED VEHICLE.

Unit #53 - 1978 CHEVROLET C-60 W/MOUNTED ETNYRE BLACKTOPPER MODEL BT [illegible]

Bid forms and specifications for the unit being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and condition for the unit being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the invitation to Bid.

The City reserves the right to reject any and all bids and to waive any formalities deemed to be in the City's best interest.

Peggy Vice, Purchasing Officer

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of February 3, 1998

FROM: Dale Frederick (Name) | Airport (Division) | General Gvmt. (Department)

ACTION REQUIRED: Request approval of a contract with Heckathorn Construction Co, Inc. to act as General Contractor in the replacement of the automatic terminal doors, renovation of the south end terminal restrooms, and construction of the Airport entry sign. The restroom renovation, previously Project # 96060, is being combined with the other two items under Project # 97049. We are also requesting approval of a $20,000.00 contingency to cover any unforeseen costs, and a "roll forward budget adjustment" for the restroom renovation.

COST TO CITY:

$154,698.00	$ 0.00	Terminal Door Repl., Restroom Renovation & Sign Replacement
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5400.00	$ 0.00	n/a
Account Number	Funds used to date	Program Name
97049	$ 0.00	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item XX Budget Adjustment Attached

[signature] 1/16/98
Budget Coordinator

Administrative Services Director

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

Marilyn Kramer 1-16-98
Accounting Manager Date

ADA Coordinator Date

[signature] 1-19-98
City Attorney Date

Yolanda Fields 1-19-98
Internal Auditor Date

[signature] 1-19-98
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval.

[signature] 1-16-98
Division Head Date

Department Director Date

[signature] 1-20-98
Administrative Services Director Date

[signature] 1/21/98
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: ________

Orig.Cont.Date

8.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **January 15, 1998**

SUBJECT: **Request approval of the contract with Heckathorn Construction to act as general contractor for the following combined projects: South end terminal restroom renovation, Terminal automatic doors replacement, and Airport entrance sign replacement.**

The Airport requests approval of a contract with Heckathorn Construction as the general contractor for the renovation of the south end terminal restrooms, replacement of the terminal automatic passenger doors, and replacement the Airport entry sign. The bid price of this contract is $134,698.00. The Airport also requests approval of a $20,000.00 contingency to cover additional expenses not foreseen when project was bid.

This project was planned and budgeted in 1997, but was not ready for bid until January 13, 1998. Originally the restroom renovation was given a separate project number (#96060); however, it was agreed that a better bid price would be received if that project was combined with the doors and sign project (#97049).

Staff recommends approval.

Attachments: Staff Review
Roll Forward Budget Adjustment
Contract (3 copies)

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction , is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT
made as of the Fourteenth day of January in the year of Nineteen Hundred and Ninety-Eight

BETWEEN the Owner:
(Name and address)

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

and the Contractor:
(Name and address)

Heckathorn Construction Co., Inc.
1880 Birch Avenue
Fayetteville, Arkansas 72703

The Project is:
(Name and location)

1997 Miscellaneous Renovation Projects
Fayetteville, Municipal Airport
4500 South School, Suite F
Fayetteville, Arkansas 72703

The Architect is:
(Name and address)

Wittenberg, Delony & Davidson, Inc.
100 West Center, Suite 102
Fayetteville, Arkansas 72701

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.~~, or as follows:~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)
Date of commencement shall be fixed in a written "Notice to Proceed".

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)
One Hundred (100) consecutive calendar days from the date of the written "Notice to Proceed".

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)
One hundred fifty dollars ($150.00) per calendar day according to Section 01100, Paragraph 1.09 of the Project Manual.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Thirty Four Thousand Six Hundred Ninety Eight and no/100Dollars ($ 134,698.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)
None

4.3 Unit prices, if any, are as follows:
None

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
for the period ending the twenty-fifth (25th) of each month.

5.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Owner's next regularly scheduled purchase order processing period. ~~day of the month~~. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the Owner's next regularly scheduled purchase order processing period ~~days~~ after the Architect receives the Application for Payment. Unless a problem with the Payment Request is identified by the Architect, the Architect will have 5 working days in which to review and process the Payment Request.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %) . Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of zero percent (0 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
After fifty percent (50%) of the contract work has been satisfactorily completed, and IF written consent of the Owner, Bonding Company and the Architect is obtained by the General Contractor, additional retainage can be ceased or reduced in an amount agreed to by the Owner.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
Before issuance of the final certificate, the Contractor shall obtain in writing from the Bonding company, approval of such payment. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the contract work by the Owner, shall be acceptance of any work or materials not in accordance with the contract or contract documents.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
None

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

7.3 Other provisions:
None

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 15, 1997, and are as follows:

Document	Title	Pages
00100	Bid Solicitation	1
00200	Instructions to Bidders	3
00320	Geotechnical Data	1
00330	Existing Conditions	1
00400	Bid Form	3
00600	Bonds	1
00700	General Conditions	1 with attachment of 31
00800	Supplementary Conditions	12

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Divisions 1 through 16 as listed in the Table of Contents in the Project Manual dated December 15, 1997.01		

9.1.5 The Drawings are as follows, and are dated December 15, 1997 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
A-1.1	Entry Sign Plan	1
A-1.2	Entry Sign Plan	1
A-1.3	Entry Sign Elevation	1
A-1.4	Entry Sign Section	1
A-1.5	Entry Sign Section	1
A-2.1	Airport Door Locator Plan	1
A-2.2	Automatic Doors Elevation and Plan	1
D-3.1	Demolition Plan	1
A-3.1	Floor Plan	1
A-3.2	Elevation and Details	1
A-3.3	Reflected Ceiling Plan	1
P1.01	Plumbing Plan-11/26/97	1
P2.01	Plumbing Schedules-11/26/97	1
P2.02	Plumbing Schedule-11/26/97	1
M1.01	Mechanical Demolition Plan-11/26/97	1
M1.02	Mechanical Plan-11/26/97	1
M2.01	Mechanical Notes and Detail-11/26/97	1
M2.02	Mechanical Schedules and Details-11/26/97	1
E1.01	Electrical Plan-11/26/97	1
E2.01	Electrical Schedules and Details-11/26/97	1

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	January 8, 1998	2

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
Bidding requirements and bidding documents as listed in Article 9.1.3 above

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	CONTRACTOR
(Signature)	*(Signature)*
Fred Hanna, Mayor	Heckathorn Construction Co., Inc Don L. Heckathorn, President
(Printed name and title)	*(Printed name and title)*

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government	Date Requested	Adjustment #
1998	Division: Airport	02/03/98	
	Program: Capital		

Project or Item Requested:
A roll forward budget adjustment is requested to fund the planned renovation of Airport Terminal restrooms, replacement of automatic terminal doors and replacement of the Airport sign that was damaged during storms in 1997.

Project or Item Deleted:
None. Use of fund balance proposed for this adjustment.

Justification of this Increase:
The terminal doors need replacement due to age and condition, the restrooms need to be renovated due to age and use and the sign needs to be replaced due to the previous sign sustaining damage during storms in 1997.

Justification of this Decrease:
Funding for these projects lapsed at year end 1997 and this request reestablishes the funds.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number
Building & Grounds Maintenanc	154,698	5550	3960		5400	00	97049

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number
Use of Fund Balance	154,698	5550	0955		4999	99	

Approval Signatures

Requested By — Date

Budget Coordinator — Date 1/16/98

Department Director — Date

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of ____________

FROM:

Name	Division	Department
Kevin Crosson	Public Works Director	Public Works

ACTION REQUESTED: Operations Management International (OMI) has submitted a requests to amend our agreement for their services to operate, maintain, and manage the City's Wastewater Treatment Facility. Please review attached documentation.

COST TO CITY:

$3,271,051 (1998) Cost of this request	$3,271,051 (1998) Category/Project Budget	PCP Operation Contract Category/Project Name
5400-5100-5328.00 Account Number	0 Funds Used to Date	WWTP Program Name
 Project Number	$3,271,051 (1998) Remaining balance	Water and Sewer Fund

BUDGET REVIEW:

XX Budgeted Item ____ Budget Adjustment Attached

12/8/97
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer 12-4-97
Accounting Manager Date

GRANT AGENCY: ____________

12-4-97
City Attorney Date

ADA Coordinator Date

PVice 12-4-97
Purchasing Officer Date

Yolanda Fields 12-4-97
Internal Auditor Date

STAFF RECOMMENDATION:

Division Head Date

Kevin D. Crosson 3DEC97
Department Director Date

BPN 12/9/97
Admin. Services Director Date

Mayor Date

Cross Reference

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

Prev Ord/Res #: ____________

Orig Contract Date: ____________

9.02

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Water and Sewer Committee

THRU: Fred Hanna, Mayor

FROM: Kevin Crosson, Public Works Director KRC

DATE: November 24, 1997

SUBJECT: **Wastewater Treatment Plant Contract**
Operations Management International (OMI)

corrected at Agenda session 1/27/98

Our current contract with Operations Management International (OMI) for the operations and management of our wastewater treatment plant contains a provision for yearly negotiation of the base fee for services provided. OMI has requested to increase the base fee from the current amount of $~~3,041,251~~ 3,017,557 to $3,271,051 per year.

I have attached a memorandum from Billy Ammons, Plant Manager (OMI), which includes amendment 3 detailing the requested increase. In summary, the largest portion of the proposed increase results from increased cost of chemicals for odor control purposes. To achieve the level of odor reduction that has been reached this year, OMI has used larger quantities of chemicals than what was expected when installing the odor scrubber. The results of using increased levels of chemicals has produced notable results. The odor has been significantly reduced and the number of odor complaints from residents living in the vicinity of the Plant has decreased drastically.

Operational costs are segregated into three categories in our contract, as detailed in Appendix J of the contract. Amendment 3, as proposed, will revise Appendix J which details the amount of increase by each category. As noted in the revised Appendix J, direct costs will increase significantly as a result of increased chemical costs, labor costs will increase 2.8%, and the cost of electricity will increase. Increased electricity costs result from increased organic loading of the plant, use of additional equipment and expected rate increases from the power company.

This item will be presented at the next scheduled meeting of the Water and Sewer Committee. You should find, attached, a copy of the request for an increase in the base fee of the contract, amendment number 3, and our current contract. Should you have questions prior to your meeting, please contact me at your convenience. Thank you.

RECEIVED
NOV 21 1997
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Memorandum

To: Kevin Crosson

From: Billy L. Ammons

Date: November 21, 1997

Re: Proposed 1998 Contract Amount

Enclosed please find the proposed Contract Amendment No. 3 for the 1998 contract year. The proposed Appendix "J", which would replace the existing Appendix "J", has been somewhat simplified in an attempt to be less confusing and more consistent from year to year.

Please note that the "Projected 1997" column contains the actual projection for expenditures for this contract year, based on expenditures thus far, rather than the budgeted amount. With the City's laudable emphasis on minimizing odor complaints, the projected actual expenditures would seem to be the more relevant than the original budgeted amounts.

The proposed budget is segregated into three basic categories, based on the different markup percentages applied to various expenditures, per the existing contract between the City and OMI. A brief explanation for the requested increases in each category is as follows:

- Labor - The requested increase in labor is actually only 2.8% above the 1997 budgeted amount. OMI will not expend the 1997 budgeted amount in this area due to the project operating at a reduced staffing level for a period of time. This was a direct result of our difficulty in locating qualified applicants for lower level positions due to the Fayetteville area's "tight" labor market.

- Other Direct Costs - Increases in this area are due almost entirely to the increased cost of chemicals for odor control purposes. Some additional expenditure is expected in alleviating the odors from the collection system, but the majority of the increase is needed to cover costs for chemicals in the odor scrubber at the treatment facility. The current method of operation has drastically reduced the noticeable odors at the facility and virtually eliminated complaints from the neighboring residents, but the cost for operation of this unit process is approximately 200% more than before.

- Electricity - Power costs continue to increase incrementally as additional equipment must be used to keep the entire facility operating and manage the ever increasing organic loading, which directly impacts sludge management costs. These costs will continue to climb in future years and could take a sharp upward step when the second aeration basin becomes necessary.

If you have any questions regarding our proposed budget for 1998, please do not hesitate to contact me. As always, thank you for your time and consideration.

AMENDMENT NO. 3
TO THE
AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES FOR THE CITY OF FAYETTEVILLE, ARKANSAS WASTEWATER TREATMENT PLANT

THIS AGREEMENT, entered into this _____ day of ____________, 1998, by and between the City of Fayetteville, Arkansas (hereinafter "Owner"), whose address for any formal notice is 113 W. Mountain St, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at 5299 DTC Boulevard, Suite 1200, Englewood, Colorado 80111-3333 is made and entered into for purposes of amending certain provisions of the "Agreement for Operations, Maintenance, and Management Services for the City of Fayetteville's Wastewater Treatment Plant," dated August 16, 1994 (the "Agreement") to prevent the facilities covered by the Agreement from being deemed to be used in the trade or business of OMI pursuant to Section 141 (b) of the Internal Revenue Code of 1986, as amended.

This is Amendment No. 3 to the Agreement dated the 16th day of August, 1994, between Owner and OMI.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following Article 4.1:

    fee

    4.1 For services rendered during the third year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Eighty Two Thousand ~~Two~~ SIX Hundred and Sixty Five Dollars ($82,665). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments. The management fee for subsequent years will be determined proportional to the increase in estimated cost.

2. Article 4.3 is hereby deleted in its entirety and replaced with the following Article 4.3:

    4.3 OMI estimates that cost for services for calendar year 1998 shall be Three Million Two Hundred Seventy One Thousand Fifty One Dollars($3,271,051) annually. Details of said cost are shown in Appendix J. The base fee shall be negotiated each year in September, beginning in 1998 for calendar year 1999. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars ($20,000), in any year of this agreement, specific approval will be obtained from the owner.

3. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment to the Agreement by their signatures below as of the date shown above.

Authorized Signature:

Bernard A. Miller
Title: President

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Date: ______________________

Authorized Signature:

Fred Hanna, Jr.
Title: Mayor

CITY OF FAYETTEVILLE

Date: ______________________

Appendix J

COST DETAIL

The proposed annual estimated costs for 1998 were calculated as follows:

	Projected 1997	Proposed 1998
Direct labor and benefits	$1,208,021	$1,290,521
Labor overhead @ 35%	$ 422,807	$ 451,682
Electricity	$ 521,075	$ 540,000
Electric overhead @ 5%	$ 26,054	$ 27,000
All other direct costs	$ 660,546	$ 799,257
Other direct costs overhead 10%	$ 66,055	$ 79,926
Sub-total	$2,904,558	$3,188,386
Fixed Fee	$ 76,260	$ 82,665
Total Budget	$2,980,819	$3,271,051

The following are some of the major reasons for cost circumstances:

1. Projected increase in chemical costs for odor control activities at the plant and in the collection system of approximately $150,000.

2. Projected increase in electrical usage for additional aeration and pumping, due to operation of sludge enhancement/odor control equipment and increased organic loading.

AMENDMENT NO. 2
TO THE
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
FOR THE CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER TREATMENT PLANT

THIS AGREEMENT, entered into this 22nd day of February, 1997, by and between the City of Fayetteville, Arkansas (hereinafter "Owner"), whose address for any formal notice is 113 W. Mountain St, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at 5299 DTC Boulevard, Suite 1200, Englewood, Colorado 80111-3333 is made and entered into for purposes of amending certain provisions of the "Agreement for Operations, Maintenance, and Management Services for the City of Fayetteville's Wastewater Treatment Plant," dated August 16, 1994 (the "Agreement") to prevent the facilities covered by the Agreement from being deemed to be used in the trade or business of OMI pursuant to Section 141 (b) of the Internal Revenue Code of 1986, as amended.

This is Amendment No. 2 to the Agreement dated the 16th day of August, 1994, between Owner and OMI.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following Article 4.1:

   4.1 For services rendered during the third year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Seventy Six Thousand Two Hundred and Sixty Dollars ($76,260). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments. The management fee for subsequent years will be determined proportional to the increase in estimated cost.

2. Article 4.3 is hereby deleted in its entirety and replaced with the following Article 4.3:

   4.3 OMI estimates that cost for services for calendar year 1997 shall be Three Million Seventeen Thousand Five Hundred and Fifty Seven Dollars($3,017,557) annually. Details of said cost are shown in Appendix J. The base fee shall be negotiated each year in September, beginning in 1997 for calendar year 1998. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars ($20,000), in any year of this agreement, specific approval will be obtained from the owner.

3. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment to the Agreement by their signatures below as of the date shown above.

Authorized Signature:

Bernard A. Miller
Title: Chief Operating Officer

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Date: 2/22/97

Authorized Signature:

Fred Hanna, Jr.
Title: Mayor

CITY OF FAYETTEVILLE

Date: 2-12-97

Appendix J

COST DETAIL

The proposed annual estimated costs for 1996 were calculated as follows:

	Annual Estimated Cost 1996	Proposed 1997
Direct labor and benefits	$1,184,029	$1,238,608
Labor overhead @ 35%	$ 414,410	$ 433,512
Electricity	$ 605,000	$ 605,000
Electric overhead @ 5%	$ 30,250	$ 30,250
All other direct costs	$ 412,443	$ 424,817
Other direct costs overhead 10%	$ 41,244	$ 42,482
Sub-Total	$2,687,376	$2,774,669
Odor Management - Chemicals	$ 75,000	$ 75,000
Sludge Enhancement Electrical	$ 50,000	$ 50,000
Odor Management - Amortization	$ 152,000	$ 41,628
Sub-total	$2,964,376	$2,941,297
Fixed Fee	$ 76,875	$ 76,260
Total Budget	$3,041,251	$3,017,557

The following are some of the major reasons for cost circumstances:

1. Projected payoff of approximately $925,000 outstanding odor management capital costs by the City in March 1997.

2. Continued need for electricity, chemicals, and labor to operate and maintain the sludge enhancement/odor control equipment.

EXHIBIT A

AMENDMENT NO. 1
TO THE
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
FOR THE CITY OF FAYETTEVILLE, ARKANSAS
WASTEWATER TREATMENT PLANT

THIS AGREEMENT, entered into this 6th day of Feb., 1996, by and between the City of Fayetteville, Arkansas (hereinafter "Owner"), whose address for any formal notice is 113 West Mountain Street, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at 5299 DTC Boulevard, Suite 1200, Englewood, Colorado 80111-3333 is made and entered into for purposes of amending certain provisions of the "Agreement for Operations, Maintenance, and Management Services for the City of Fayetteville's Wastewater Treatment Plant," dated August 16, 1994 (the "Agreement") to prevent the facilities covered by the Agreement from being deemed to be used in the trade or business of OMI pursuant to Section 141 (b) of the Internal Revenue Code of 1986, as amended.

This is Amendment No. 1 to the Agreement dated the 16th day of August, 1994, between Owner and OMI.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and replaced with the following Article 4.1:

   4.1 For services rendered during the first year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Seventy Six Thousand Eight Hundred and Seventy Five Dollars ($76,875). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments. The management fee for subsequent years will be determined proportional to the increase in estimated cost.

2. Article 4.3 is hereby deleted in its entirety and replaced with the following Article 4.3:

   4.3 OMI estimates that cost for services for calendar year 1996 shall be Three Million Forty One Thousand Two Hundred and Fifty One Dollars ($3,041,251) annually. Details of said cost are shown in Appendix J. The base fee shall be negotiated each year in September, beginning in 1996 for calendar year 1997. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars ($20,000), in any year of this agreement, specific approval will be obtained from the owner.

3. Appendix I is hereby deleted in its entirety and replaced with the attached appendix I.

4. Appendix J is hereby deleted in its entirety and replaced with the attached Appendix J

9.12

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment to the Agreement by their signatures below as of the date shown above.

Authorized Signature:	Authorized Signature:
B.A. Miller	Fred Hanna
Bernie Miller	Fred Hanna, Jr.
Title: Vice President	Title: Mayor
OPERATIONS MANAGEMENT INTERNATIONAL, INC.	CITY OF FAYETTEVILLE
Date: 2-7-96	Date: 2/8/96

Appendix I
SLUDGE ENHANCEMENT/ODOR MANAGEMENT

Black and Veatch, Inc contracted with The City of Fayetteville to perform a sludge disposal and odor management study that was completed in December, 1992. OMI will provide financing, engineering, labor and contract administration necessary to implement the recommendations of this odor management study in phases designed to provide the most economical, effective solution. OMI has coordinated research incorporating innovative chemical additions and determined that chemical addition alone will not sufficiently abate the odor associated with the Fayetteville plant. OMI proposes to perform the following:

A.	Three Aluminum Domes @ $110,000 ea	$330,000
B.	One Three stage odor scrubber	$300,000
C.	Two mechanical aerators @ $50,000 ea	$100,000
D.	Second gravity belt thickener (DAF replacement)	$ 60,000
E.	Miscellaneous/Other	$ 79,000
	Total	$869,000

Most of the above will be completed prior to December 31, 1995. OMI has performed the following during the 1994 and 1995 budget.

B.	Expenditures:		
	1.	Unanticipated DAF replacement	$110,000
	2.	Vinyl dome, chemical tests, misc.	$ 60,000
		Total	$170,000

ANNUAL COST FOR SLUDGE ENHANCEMENT/ODOR ABATEMENT

10 YEAR AMORTIZATION	ANNUAL OPERATING COST
$152,000	$125,000

Amortization of all capital cost will be based on a ten (10) year schedule even though only a five (5) year contract is proposed. If for any reason the contract option renewal is not made, or the contract is terminated prior to the completion of capital cost amortization, the Owner will pay to OMI the remaining capital improvement principal amount, in full, within 30 days following contract termination.

Annual operating cost is strictly an estimate based on the best information available. Actual chemical cost for the scrubber operation may be more or less.

Should the above prove to provide insufficient odor management, the Owner and OMI will negotiate future stages of the Black and Veatch study until the odors are adequately managed.

OMI will prepare or obtain plans, specifications and permits required for installation of the necessary capital improvements to complete the outlined phases of the odor management study. All plans and specifications will have Owner review and approval.

OMI estimates odor management implementation on the following schedule. Time for Owner approvals not included:

Completion time*	**Completion Item**
1/1/96	Completion of two domes
2/28/96	Completion of all proposed work

*OMI has allowed time for regulatory approval of plans and specifications should it be required. Should regulatory approval be unnecessarily lengthy the time frames would be extended accordingly.

OMI can not be responsible for delays for circumstances beyond its control.

Appendix J
COST DETAIL

The proposed annual estimated costs for 1996 were calculated as follows:

	Annual Estimated Cost 1995	Proposed 1996
Direct labor and benefits	$1,080,012	$1,184,029
Labor overhead @ 35%	$ 378,004	$ 414,410
Electricity	$ 573,124	$ 605,000
Electric overhead @ 5%	$ 28,656	$ 30,250
All other direct costs	$ 479,083	$ 412,443
Other direct costs overhead 10%	$ 47,908	$ 41,244
Sub-Total	$2,586,787	$2,687,376
Odor Management - Chemicals	$ 45,000	$ 75,000
Sludge Enhancement Electrical	$ 0	$ 50,000
Odor Management - Amortization	$ 69,390	$ 152,000*
Sub-total	$2,701,177	$2,964,376
Fixed Fee	$ 70,000	$ 76,875
Total Budget	$2,771,177	$3,041,251

*Note: City will reimburse final $114,000 of capital expense for Sludge Enhancement/Odor Management equipment, material and services, in total, directly to OMI, within 60 days after justification of expenses.

The following are some of the major reasons for cost increase:

1. Projected 4 percent increase in loading with added electricity, chemicals, and labor.

2. Additional electricity, chemicals, and labor to operate and maintain the sludge enhancement/odor control equipment.

3. Amortization of equipment purchases for sludge enhancement/odor control.

9.16

RESOLUTION NO. 94-94

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC. (OMI) TO OVERSEE THE OPERATION OF THE WASTEWATER TREATMENT PLANT FOR A FIVE YEAR PERIOD BEGINNING SEPTEMBER 1, 1994 AND ENDING DECEMBER 31, 1999.

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

Section 1. The City Council hereby authorizes the Mayor and City Clerk to execute a contract with Operations Management International, Inc. (OMI) to oversee the operation of the wastewater treatment plant for a five year period beginning September 1, 1994 and ending December 31, 1999, with an option of renewal for two (2) consecutive five year periods. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 16th day of August, 1994.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk

AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
CITY OF FAYETTEVILLE, ARKANSAS

THIS AGREEMENT is made on this 16th day of AUGUST 1994, between City of Fayetteville (hereinafter "Owner"), whose address for any formal notice is 113 West Mountain, Fayetteville, Arkansas 72701 and Operations Management International, Inc., (hereinafter "OMI") with offices at Englewood, Colorado, whose address for any formal notice is 5299 DTC Blvd., Suite 1200, Englewood, Colorado 80111-3333.

Owner and OMI agree:

1. GENERAL

1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.

1.2 All grounds, facilities, equipment, and vehicles now owned by Owner or acquired by Owner shall remain the property of Owner.

1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas and venue shall be in Washington County, Arkansas.

1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

1.5 All notices shall be in writing and transmitted by certified mail to the address noted above.

1.6 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "OMI" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.

2. SCOPE OF SERVICES—OMI

OMI shall:

2.1 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring for all or portions of this time.

2.2 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix C.

2.3 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in appendix D. Results of all industrial sampling and testing shall be made available to owner as requested.

2.4 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide owner requested reporting. Owner shall have the right to inspect these records during normal business hours.

2.5 Pay all Cost incurred within the scope of normal Project operations as defined in this contract.

2.6 Staff the Project with employees who have met the certification requirements of the State of Arkansas.

2.7 Prepare all NPDES permit reports and submit these to Owner for signature and approval. Transmittal to appropriate agencies shall be done by OMI. Any fines levied because of late reports as a result of OMI's failure to complete and allow sufficient time for Owner's signature and transmittal shall be paid by OMI. Submittal to the Owner by the 10th of the month following the reporting period shall be considered timely.

2.8 Provide for the disposal of screening, grit, and sludge to the existing disposal sites in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal site availability significantly change, projected costs would be revised.

2.9 Provide for monitoring and control of septage deliveries, as provided for in the Owner's sewer use ordinance.

2.10 Provide all manufacturers' warranties on new equipment purchased by the Owner and assist the Owner in enforcing existing equipment warranties and guarantees.

2.11 Improve facilities such that odor shall be managed as detailed in Appendix I.

2.12 Be responsible for all laboratory testing and sampling presently required by the NPDES permit.

2.13 Provide an inventory of vehicles and equipment that are being used at the Project at the beginning of each contract year.

2.14 Provide twenty four (24) hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for Project shall be provided Owner by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

2.15 Provide for the maintenance of existing Owner- owned rolling stock such as dump trucks and sludge tank trucks necessary for the operations and maintenance of the facilities.

2.16 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current Project Safety Program with updates as necessary.

2.17 Provide computerized maintenance, process control, and laboratory management systems.

2.18 Comply with the requirements of Owner regarding affirmative action provisions for minority hiring.

2.19 Provide Owner with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by Owner and assist Owner in preparation of annual operating budgets. Owner shall be allowed to conduct or have conducted audits of all accounting related to the direct contract operations of this Agreement at times to be determined by Owner.

2.20 Provide Owner with full documentation that preventive maintenance is being performed on all Owner-owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by Owner. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.

2.21 Provide for repairs as described in the Appendix A.5

2.22 Maintenance of the S.C.A.D.A (Supervisory Control and Data Acquisition) system as described in Appendix B.1.

2.23 Verify the capacity and efficiency of each pump in the sewage pump stations in year one (1) of the contract and to repeat the operation once every three (3) years thereafter.

2.24 Travel expenses and labor to provide visits and consultation with regulatory agencies for all items within the scope of this contract.

2.25 Provide recommendations for Capital Improvements with a schedule for improvements and expenditures within thirty (30) days of contract renewal and in the month of January of each successive contract year. A five (5)year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and does not include detailed engineering studies. In addition, OMI will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. OMI shall meet deadlines as set forth in the budget and CIP preparation manual. Except for the improvements requiring an engineering study, the following will be included for each project:

- Improvement needed
- Justification of improvements
- Cost of improvements
- Any projected increase or decrease in O&M costs created by the Project
- Proposed expenditure schedule
- Proposed capital recovery schedule
- Impact of early termination

2.26 Perform other services that are incidental to the Scope of Services upon written notification by Owner. Such services will be invoiced to Owner at OMI's Cost plus eighteen percent (18%).

2.27 Provide Owner with oral and written reports as requested.

2.28 Operate and maintain all existing wastewater lift station facilities including buildings and grounds. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the owner add in excess of Six (6) additional lift stations a corresponding change of scope would be negotiated.

2.29 OMI will comply with present and future, federal, state and local laws in performing their obligations under the terms of this agreement.

3. SCOPE OF SERVICE–OWNER

Owner shall:

3.1 Provide for all Capital Expenditures except for the Projects that Owner may authorize OMI to implement subject to mutually agreeable terms and conditions of repayment.

3.2 Maintain all existing Project warranties, guarantees, easements, permits and licenses that have been granted to Owner.

3.3 Pay all property, franchise or other taxes associated with the Project.

3.4 Provide OMI within a reasonable time after request any piece of Owner's heavy equipment that is available so that OMI may discharge its obligations under this Agreement in the most cost-effective manner.

3.5 Provide all licenses for vehicles used in connection with the Project.

3.6 Provide for OMI's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix E.

3.7 Pay for all Lift Station electrical power and other utilities.

3.8 Pay for all gasoline and diesel.

4. COMPENSATION

4.1 For services rendered during the first year of this agreement owner shall pay to OMI the actual cost of services performed plus a management fee of Seventy Thousand Dollars ($70,000). Said fee and estimated cost (base fee) shall be paid in twelve (12) equal monthly installments.

4.2 OMI and Owner agree that at the end of each three (3) months OMI will perform a reconciliation of estimated to actual cost and submit the reconciliation within thirty (30) days after the end of the period. The year end reconciliation will be performed following OMI's annual audit and will be submitted within one hundred twenty (120) days of the end of the contract year. Any difference due to Owner or OMI will be paid within thirty (30) days of quarterly and annual reconciliation completion.

4.3 OMI estimates that cost for services, on an annual basis, under this agreement for the remainder of 1994 shall be Two Million Six Hundred Sixty Six Thousand Four Hundred Eighty One Dollars ($2,666,481). For calendar year 1995 OMI estimates are Two Million Seven Hundred One Thousand One Hundred and Seventy Seven Dollars (2,701,177) annually. Details of said cost are shown in

Appendix J. The base fee shall be negotiated each year in September, beginning in 1995 for calendar year 1996. Should Owners and OMI fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F. Should the actual expenditures exceed estimated expenditures by more than Twenty Thousand Dollars ($20,000), in any year of this agreement, specific approval will be obtained from the owner.

4.4 An administrative fee of 35 percent is added to personnel services, 5 percent to electricity, and 10 percent to all other costs for administration, support, management and overhead.

4.5 In order to provide an incentive for OMI to operate in a manner that will result in actual costs below estimated cost, Owner will pay OMI an additional fee when actual costs are below estimated cost. Said fee will be 12.5 percent of the amount actual cost are below estimated cost to a maximum amount of Seventy Five Thousand Dollars ($75,000).

4.6 Owner will pay as additional compensation to OMI any increase in electricity costs that are a result of electrical rate increases that occur during any Agreement year and have not been reflected in previous negotiations. OMI will invoice any such cost increase annually based on the calculated difference between previous and current rates.

4.7 In the event that a change in the scope of services provided by OMI occurs, Owner and OMI will negotiate a commensurate adjustment in estimated annual cost.

5. PAYMENT OF COMPENSATION

5.1 One Twelfth (1/12) of the base fee for the current year shall be due and payable on the first of the month for each month that services are provided.

5.2 All other compensation to OMI is due upon receipt of OMI's invoice and payable within thirty (30) days.

6. INDEMNITY, LIABILITY AND INSURANCE

6.1 OMI shall be liable for damages, injury, or loss which may arise from OMI's negligent operations or intentional acts under this Agreement, to the proportion such negligence or act contributed to the damages, injury, or loss, whether such negligent operation or intentional act be by OMI or by a subcontractor of OMI.

6.2 OMI shall be liable for those fines or civil penalties, which may be imposed by a regulatory agency for violations of the effluent quality requirements specified in Article 2.2, that are a result of OMI's negligent operation. Owner will assist OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by OMI. OMI shall pay the costs of contesting any such fines.

6.3 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix G. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance.

6.4 It is understood and agreed that, in seeking the services of OMI under this Agreement, Owner is requesting OMI to undertake uninsurable obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend OMI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of hazard substances of any kind, excepting only such liability as may arise out of the negligence or intentional act of OMI in the performance of services under this Agreement.

6.5 Nothing contained herein shall constitute a waiver of any statutory, legal or equitable defenses the owner may have as a municipality, including but not limited to tort immunity under State statue.

7. TERM AND TERMINATION; DEFAULT REMEDIES

7.1 The initial term of this Agreement shall be five (5) years and 4 (four) months commencing on September 1,1994 and ending on December 31, 1999, followed by two (2) successive five (5) year options, each option renewable at the sole discretion of the owner. Each option can be made effective by written notification from the Owner to OMI ninety (90) days prior to the expiration of the previous contract period. All contract periods and renewals are subject to and contingent upon yearly budget approval by the owner.

7.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days written notice of intent to terminate after failure of the other party to correct the breach within thirty (30) days.

7.3 Upon notice of termination by Owner, OMI shall assist Owner in resuming operation of the Project. OMI will provide Owner at the date of termination the quantities of chemicals shown in Appendix H. Owner will pay OMI for the Cost of quantities in excess of the quantities shown in Appendix H. If additional Cost is incurred by OMI at request of Owner, Owner shall pay OMI such Cost in accordance with Article 5.2.

8. LABOR DISPUTES; FORCE MAJEURE

8.1 In the event activities by Owner's employee groups or unions cause a disruption in OMI's ability to perform at the Project, Owner, with OMI's assistance or OMI, at its own option, may seek appropriate injunctive court orders. During any such disruption, OMI shall operate the facilities on a best-efforts basis until any such disruptions cease.

8.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, due to any unforeseen occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

9 ARBITRATION

9.1 Any controversy between the parties to this agreement involving the construction or application of any of the terms, covenants or conditions of this agreement shall, on the written request of one party served on the other within thirty (30) days after the dispute arises, be submitted to arbitration, and such arbitration shall comply with and be governed by the Arkansas Uniform Arbitration Act (A.C.A.§16-108-201 et seq.).

9.2 The parties to this agreement may agree on one arbitrator, but in the event that they cannot agree, there shall be three (3) arbitrators, one named in writing by each of the parties within fourteen (14) days after demand for arbitration, and a third to be chosen by the two so named.

9.3 If there is one arbitrator, his or her decision shall be binding and conclusive on the parties. If there are three arbitrators, the decision of any two shall be binding and conclusive.

Both parties indicate their approval of this Agreement by their signatures below.

Authorized signature:	Authorized signature:
Henry C. Huffman Title: District Manager	Fred Hanna, Jr. Title: Mayor
OPERATIONS MANAGEMENT INTERNATIONAL, INC.	CITY OF FAYETTEVILLE
Date: 8/15/94	Date: 8-17-94

Appendix A

DEFINITIONS

A.1 The "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and where appropriate, the management, operations and maintenance of such.

A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than One Thousand Dollars ($1,000.00); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Thousand Dollars ($5,000.00); or (3) expenditures that are planned, nonroutine and budgeted by Owner.

A.3 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.

A.4 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles, and facility.

A.5 "Repairs" means the cost of those nonroutine/nonrepetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than Five Thousand ($5,000.00); and are not included in definition A.2 of this Appendix. *Excludes cost of repair parts caused by storm damage to the S.C.A.D.A system.

A.6 "Out of scope services" will include "capital expenditures" (A.2 this Appendix). Added or modified regulatory requirements (that are not contained in the NPDES permit) changes to improve efficiency and/or generate income. Or other services not described in the contract and requested by the Owner. These services shall be performed as stated in 2.26. Should "Out of Scope Services" become a permanent and on going requirement OMI will immediately submit a change of scope request in accordance with 4.7.

A.7 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

A.8 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD_5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD_5.

A.9 Electrical rates shall be those in effect by Ozark Electric Power Company on July 1, 1994, for the Large Power 9A6 rate schedule. * Subject to 4.6

A.10 Base fee means all costs within the scope of the contract including direct costs, utilities, overhead, and fixed fee.

Appendix B

LOCATION OF PROJECT

B.1 OMI agrees to provide the services necessary for the management, operation and maintenance of the following:

a) All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at :

1500 Fox Hunter Rd.
Fayetteville, Arkansas

b) All equipment, grounds and facilities now existing within the present property boundaries of pump stations described as follows:

WW1	978 E Zion Road
WW2	Unknown (Timber Creek subdivision)
WW3	Removed from service
WW4	691 W Poplar
WW5	3896 N Gregg Avenue
WW6	3021 N Old Wire Road
WW7	2034 N County Road 877
WW8	729 W North Street
WW9	1336 N Porter Road
WW10	716 N Futrall Drive
WW11	4412 W 6th Street
WW12	398 N Double Springs Road
WW13	878 S Stonebridge Road
WW14	1820 S Armstrong Road
WW15	203 E 29Th Circle
WW16	3917 S McCollum Road
WW17	4394 S School Avenue
WW18	202 N Sandy
WW19	988 S Mally Wagnon Road
WW20	3212 N Garland
WW21	1687 S Happy Hollow Road
WW22	630 N Double Springs Road

c) All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate Owner's Sludge Management Site located east of the White River.

d) The potable water S.C.A.D.A system at the following locations:

SITE	ADDRESS	DESCRIPTION
W1	215 W 24Th St	Pump Station
W2	844 N Crossover Rd	Pump Station
W3	4938 E Mission Blvd	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station
W6	456 E Baxter Ln	Ground Stg.Tank
W7	707 E Rogers Dr	Ground Stg.Tank
W8	113 N Sang	Elevated Stge. Tank
W9	1170 E South Skyline	Elevated Stge. Tank
W10	1044 E Township Rd	Elevated Stge. Tank
	100 A N. Rock	Police Dept.
	1475 Cato Springs	Water & Sewer Operations Center

Appendix C

NPDES PERMIT AND PROJECT CHARACTERISTICS

C.1 OMI will operate Project so that effluent will meet the requirement of NPDES permit No.AR0020010 (copy attached). OMI shall be responsible for meeting the effluent quality requirements of Owner's NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) The flow, influent BOD_5, and/or suspended solids exceeds the Project design parameters which are: 30 Million Gallons Per Day (MGD) maximum; 17 MGD average weekly maximum flow; 12 MGD average monthly maximum; 25,700 pounds of BOD_5 per day; 21,300 pounds of suspended solids per day.

C.2 In the event any one of the Project influent characteristics, suspended solids, BOD_5, or flow, exceeds the parameters listed above, OMI shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Not withstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.3 OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

C.4 The estimated Costs for services under this Agreement are based upon the following Project characteristics:

Flow 12 million gallons per day
BOD 14,582 pounds per day
TSS 12,512 pounds per day
Phosphorus 541 pounds per day

The above characteristics are the actual twelve (12) months average prior to the date services are first provided under this Agreement. Any change of ten percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a change in scope.

Appendix D

INDUSTRIAL WASTE DISCHARGERS
AND MONITORING PROGRAM

D.1 OMI shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:

a) Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in D.3.

b) Monitor the compliance status of the current nine (9) Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Issue notices of violation when appropriate, and recommend appropriate enforcement action to Owner.

c) Receive, review and act upon reports and notification from industrial users.

d) Track, determine, and publish industrial users in significant noncompliance.

e) Issue, revise, and renew industrial waste discharge permits for the nine (9) SIU's.

f) Conduct an Industrial Waste Survey periodically to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has interjurisdictional agreements for waste treatment.

g) Assist Owner with review and revision of local limits, the sewer use ordinances, the pretreatment program, and interjurisdictional agreements.

h) Prepare and submit the Industrial Pretreatment annual report.

i) Maintain all industrial monitoring records for at least three years.

j) Maintain open communication with the SIU's.

k) Keep Owner informed of pretreatment activities and changes in regulatory requirements.

D.2 Significant costs due to new or changed Federal, State or local regulations shall cause a change of contract scope.

D.3 Industrial Waste Dischargers and Monitoring Program City of Fayetteville, AR:

Industry	Parameters Analyzed	Frequency
Campbell Soup Company 1100 W. 15th Street Fayetteville, AR 72701 Mr. Fred McLane 443-3451 ext. 216	BOD, TSS, Phos, Ph, O&G	1 week/mo 1/yr
Tyson Foods, Inc. 2615 S. School Fayetteville, AR 72701 Mr. Michael Rush 521-0677	BOD, TSS, Phos, Ph O&G	1 week/mo 1/yr
Mexican Original 1851 E. Huntsville Rd. Fayetteville, AR 72701 Mr. Bill Parker 521-4306	BOD, TSS, Phos, Ph, O&G	1 week/mo 1/yr
Hiland Dairy 301 E. 15th Street Fayetteville, AR 72701 Mr. Dale Schoen 521-1707	BOD, TSS, Phos, Ph, O&G	1 week/mo 1/yr
*Ozark Mountain Smokehouse 1725 Smokehouse Road Fayetteville, AR 72701 Mr. Jim Rogers 267-3567	BOD, TSS, Phos, Ph	1 week/mo
R & P Electroplating 2000 Pump Station Road Fayetteville, AR 72701 Mr. Ron Shumate 442-7551	Cd, Cr, Cu, Pb, Ni, Ag, Zn, TSS, CN, TTO, Total Metals, Ph	1/yr
Elkhart Products Corporation 3265 Hwy 71 S. Fayetteville, AR 72701 Mr. James Hill 443-2367	Cr, Cu, Pb, Ni, Zn, O&G, TSS, Ph	1/yr

Industry	Parameters Analyzed	Frequency
Baldwin Piano & Organ Co. 1101 Beechwood Avenue Fayetteville, AR 72701 Mr. Harry Norman 442-5356	Cd, Cr, Cu, Pb, Ni, Ag, Zn, CN, TTO, Total Metals, pH	1/yr
K-D Tools 2900 City Lake Road Fayetteville, AR 72701 Mr. Steve Shaw 751-8500 ext. 236	Cd, Cr, Cu, Pb, Ni, Ag, Zn, CN, TTO, O&G, pH	1/yr
Superior Industries 1901 Commerce Drive Fayetteville, AR 72701 Mr. Dana Pierce 443-7870	Cd, Cr, Cu, Pb, Ni, Ag, Zn, CN, TTO, pH	1/yr
*Ozark Mountain Smokehouse is a "potential" SIU and is monitored for this reason only.		

Appendix E

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION

VEH #	MAKE	MODEL	DESCRIPTION	YEAR
62	Bandit	Unknown	Utility vehicle	Unknown
76	Catapillar	Unknown	Articulating Tanker	1988
77	Catapillar	Unknown	Articulating Tanker	1988
164	Ford	Crown Victoria	Passenger car	1990
203	GMC	Jimmy	Passenger car	1987
204	Chevy	C10 (1/2 Ton)	Pickup truck	1985
212	GMC	10 (1/2 Ton)	Pickup truck	1986
231	Ford	F250	Pickup truck	1988
262	Chevy	3/4 Ton 4X4	Pickup truck	1988
278	Ford	F350	Utility truck	1991
518	John Deer	2955	Tractor	1988
519	Ford	5900	Tractor	1988
520	Case	1896	Tractor	1990
528	Ford	7810	Tractor	1991
529	Ford	3930	Tractor	1991
530	Ford	7810/7840	Trailer/loader	1991
531	Ford	7810	Tractor	1991
532	Ford	1310	Tractor	Unknown
539	Ford	CM224	Mower	1994
627	Ford	Unknown	Backhoe	1994
701	Ford	8000/S/A	Dump truck	1983
712	Ford	F-800	Tractor	1983
804	John Deer	450C	Bulldozer	1983
906	Toyota	42-4F-625	Fork Lift	1984

VEH #	MAKE	MODEL	DESCRIPTION	YEAR
908	Honda	Foreman	A T V	1987
924	New Holland	411	Discbine	1991
926	New Holland	575	Baler	1991
927	Parker	43	Generator Trailer	1991
928	Gehl	RB1470	Baler	1991
929	Belshe	T18	Backhoe trailer	1991
931	Gehl	RB1470	Baler	1991
932	Yamaha	Unknown	Golf cart	1991
944	Polaris	Unknown	A T V	1993
P.O.	New Holland	465	Rotary mower	1994
P.O.	New Holland	465	Rotary mower	1994
P.O.	Walton	WT21	Rotary tedder	1994
P.O.	Ford	F250	4X4 Pickup truck	1995

ANCILLARY EQUIPMENT

Quantity of 6 military surplus generators
Quantity 1 1986 Marlow 6" gasoline pump

Appendix F

BASE FEE ADJUSTMENT

- Not to exceed the change in the Consumer Price Index for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the three (3) months prior to the beginning of the period for which an adjusted base fee is being calculated, and the three (3) months prior to OMI beginning service under this Agreement.

- Electrical costs will be adjusted by actual increases from power supplier.

Appendix G

INSURANCE COVERAGE

OMI shall maintain:

1. Statutory workers' compensation for all of OMI's employees at the Project as required by the State of Arkansas.

2. Comprehensive general liability insurance in an amount not less than $5,000,000.00 combined single limits for bodily injury and/or property damage.

Owner shall maintain:

1. Property damage insurance, as required for municipalities by A.C.A.§21-9-303, for all property including vehicles and equipment owned by Owner and operated by OMI under this Agreement. Any property including vehicles not properly or fully insured shall be the financial responsibility of Owner.

2. Automobile liability insurance, as required for municipalities by ACA§21-9-303, for all vehicles and equipment owned by Owner and operated by OMI under this Agreement.

9.38

<u>Appendix H</u>

THIRTY-DAY CHEMICAL INVENTORY

(This is due on the effective date of the contract)

Appendix I

ODOR MANAGEMENT

Black and Veatch, Inc contracted with The City of Fayetteville to perform a sludge disposal and odor management study that was completed in December, 1992. OMI will provide financing, engineering, labor and contract administration necessary to implement the recommendations of this odor management study in phases designed to provide the most economical, effective solution. OMI will also coordinate research incorporating innovative chemical additions.

First stage: Domes on digester one and two with chemical odor management

Second stage: (Only if first stage tests unsatisfactory) Domes on digester one and two with odor management equipment.

ANNUAL COST FOR ODOR MANAGEMENT

STAGE	10 YEAR AMORTIZATION	ANNUAL OPERATING COST
FIRST	$62,288	$65,000
SECOND	$86,737	$45,000

Amortization of all capital cost will be based on a ten (10) year schedule even though only a five (5) year contract is proposed. If for any reason the contract option renewal is not made, or the contract is terminated prior to the completion of capital cost amortization, the Owner will pay to OMI the remaining capital improvement principal amount, in full, within 30 days following contract termination.

Should the above stages both prove to provide insufficient odor management, the Owner and OMI will negotiate future stages of the Black and Veatch study until the odors are adequately managed.

OMI will prepare or obtain plans, specifications and permits required for installation of the necessary capital improvements to complete the outlined phases of the odor management study. All plans and specifications will have Owner review and approval.

OMI estimates odor management implementation on the following schedule with times based on a period following contract renewal. Time for Owner approvals not included:

Completion time*	Completion Item
6 months	Research odor management utilizing chemical addition with digester domes.
9 months	Complete plans for dome installation.
18 months	Utilization of domes
24 months	Completion of first or second stage

*OMI has allowed time for regulatory approval of plans and specifications. Should regulatory approval be unnessarily lengthy the time frames would be extended accordingly.

OMI will not be responsible for delays for circumstances beyond its control.

Appendix J

COST DETAIL

The proposed annual estimated cost for the remainder of 1994 and for 1995 were calculated as follows:

	Annual Estimated Cost	
	1994*	1995
Direct labor and benefits	$1,080,012	$1,080,012
Labor overhead @ 35%	$ 378,004	$ 378,004
Utilities	$ 573,124	$ 573,124
Utilities overhead @ 5%	$ 28,656	$ 28,656
All other direct costs	$ 479,083	$ 479,083
Administrative overhead 10%	$ 47,908	$ 47,908
Odor Management - Chemicals	$ 45,000	$ 45,000
Odor Management - Amortization	$ 34,694	$ 69,390
Sub-total	$2,666,481	$2,701,177
/Fixed Fee	$ 70,000	$ 70,000
Total Budget	$2,736,481	$2,771,177

*These amounts are based on a one (1) year operation. The actual cost for each remaining month of 1994 would be the 1994 cost divided by 12.

The following are some of the major additions to the current contract scope:

1. Operation and maintenance of the SCADA System for water and wastewater facilities.

2. The hay harvesting operation.

3. Nutrient addition to optimize hay production.

4. Repairs under $5,000.

5. Toxicity monitoring under the current permit.

6. Implementation of the odor management and sludge disposal study completed by Black and Veatch.

7. Expanded operations and maintenance of the sludge management site.

8. Significantly expanded regulatory compliance:

   a. Sludge monitoring
   b. Pretreatment program modifications
   c. Industrial monitoring
   d. Influent and effluent monitoring
   c. Effluent discharge limitations