AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
JULY 7, 1998

A meeting of the Fayetteville City Council will be held on July 7, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from June 16, 1998, meeting.

B. **WATER LINE REPLACEMENT:** A resolution approving the construction contract with Goodwin and Goodwin, Inc. in the amount of $368,615 for Rolling Hills Area Phase II- water line replacement and $44,235 for project contingency and approval of a budget adjustment.

C. **LAND ACQUISITION:** REMOVED FROM CONSENT AGENDA. Item has been placed under NEW BUSINESS item G.

D. **SEWER REPAIR:** A resolution approving a change order for an emergency sewer pipe bursting with T.G. Excavating, in the amount of $37,373, and to continue the contingency for the existing contract at $18,654.

II. OLD BUSINESS

A. **RZ 98-10.00:** An ordinance approving a rezoning request submitted by Demaree Media, Inc. for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O Residential Office. The property contains approximately 2.34 acres. Item was left on the second reading at the June 16 meeting.

B. **LANDING FEES:** An ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, an use in negotiating future leases and airport agreements. Item was left on the second reading at the June 16, 1998 meeting.

C. **SUTTON STREET:** A report from the City Attorney on the Sutton Street offer and acceptance.

D. **HOG CITY DINER:** A resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.

E. **REFUND AND/OR ROLLBACK OF MILLAGE:** Discussion of the Millage Refund/Rollback.

III. NEW BUSINESS

A. **PETITION FOR REFERENDUM:** A public hearing for all who wish to be heard on the question of whether or not the petition for referendum was signed by the requisite number of petitioners.

B. **PETITION FOR REFERENDUM:** A resolution finding that the referendum petition on Resolution 51-98, a resolution declaring the Human Dignity policy of the City of Fayetteville, was signed by the requisite number of petitioners and setting a date for the referendum election.

C. **CRACKER BARREL:** Appeal of a Planning Commission decision to deny a variance request to erect one free standing pole sign for Cracker Barrel restaurant.

D. **VAC 98-5.00:** An ordinance approving a right-of-way vacation request submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and East of Highway 71 and Futrall Drive. The request is to vacate approximately 0.37 acres of City right-of-way extending approximately 315 feet east of Futrall Drive.

E. **ORDINANCE AMENDMENT:** An ordinance amending Section 33.049 of the City code of ordinances to allow certain designated non-Fayetteville Fire Department personnel to ride Fayetteville Fire Department vehicles within prescribed FFD policies.

F. **RZ 98-11.00:** An ordinance approving a rezoning request submitted by Hailey/Amiroez Associates on behalf of Fayetteville School District for property located north of Mount Comfort and west of Salem Road. The property is zoned R-1, Low Density Residential. The request is for P-I, Institutional, and contains approximately 20 acres.

G. **LAND ACQUISITION:** A resolution approving the acquisition of land for the extension of Sunbridge Drive from Villa Boulevard to College Avenue and approval of a budget adjustment providing funding for the purchase.

H. **FUEL FARM:** A resolution approving a contract with John P. Marinoni Construction Company, Inc. for construction of the Airport's Above Ground Fuel Farm for the amount of $517,130.00 and also approval of change order no. 1 reducing the contract amount to $487,830, and a contingency of $48,783.00, and approval of a budget adjustment.

I. **COMPENSATION FOR ALDERMEN:** An ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from $350.00 per month to $700.00 per month.

J. **INFORMATION**

7/7/98

(5.)

	Roll		Consent		
ZURCHER	✓		✓		
TRUMBO	✓		✓		
PETTUS	✓		✓		
MILLER					
WILLIAMS	✓		✓		
SCHAPER	✓		✓		
DANIEL					
YOUNG	✓		✓		
MAYOR HANNA	✓				
			6-0-0.		

RZ98-10.00 @

ZURCHER	N				
TRUMBO	✓				
PETTUS	✓				
MILLER					
WILLIAMS	✓				
SCHAPER	N				
DANIEL					
YOUNG	A				
MAYOR HANNA	✓				

5-2-1

FEES
LANDING

ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER					
WILLIAMS	✓				
SCHAPER	✓				
DANIEL					
YOUNG	✓				
MAYOR HANNA					

6-0-0.

motion to place on agenda

	P.L. C/L Sutton				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
~~MILLER~~					
WILLIAMS	✓				
SCHAPER	✓				
~~DANIEL~~					
YOUNG	✓				
MAYOR HANNA	A				
	4-2- Hog City				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
~~MILLER~~					
WILLIAMS	✓				
SCHAPER	✓				
~~DANIEL~~					
YOUNG	✓				
MAYOR HANNA					
	6-0-0.				
	ROLLBACK				
ZURCHER	Noachm				
TRUMBO					
PETTUS					
~~MILLER~~					
WILLIAMS					
SCHAPER					
~~DANIEL~~					
YOUNG					
MAYOR HANNA					

	HEARING				
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
MAYOR HANNA					

Approved by Petitioner

	KW. PP Petitioner
ZURCHER	absent for vote.
TRUMBO	✓
PETTUS	✓
MILLER	
WILLIAMS	✓
SCHAPER	✓
DANIEL	
YOUNG	✓
MAYOR HANNA	
	5-0-0. to hear appeal.

	CRACKER	to tabled
ZURCHER	✓	✓
TRUMBO	✓	✓
PETTUS	✓	✓
MILLER		
WILLIAMS	✓	✓
SCHAPER	✓	✓
DANIEL		
YOUNG	✓	✓
MAYOR HANNA	✓	
	5-2-0.	6-1-0.

Comments. Booley Harrison.

	VAC 98-5.00				
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓			
~~MILLER~~					
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
~~DANIEL~~					
YOUNG	✓	✓	✓		
MAYOR HANNA					
	6-0-0.	6-0-0.	6-0-0		

02D Fire Dept
AMEND.

ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
~~MILLER~~					
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
~~DANIEL~~					
YOUNG	✓	✓	✓		
MAYOR HANNA					
	6-0	6-0.	6-0-0.		

RZ 98.11.00

ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
~~MILLER~~					
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
~~DANIEL~~					
YOUNG	✓	✓	✓		
MAYOR HANNA					
	6-0-0.	6-0-0.	6-0-		

	LAND ACQUIS.
ZURCHER	✓
TRUMBO	✓
PETTUS	
~~MILLER~~	
WILLIAMS	✓
SCHAPER	✓
~~DANIEL~~	
YOUNG	✓
MAYOR HANNA	✓
	5-2-0

	FUEL FARM
ZURCHER	✓
TRUMBO	✓
PETTUS	✓
~~MILLER~~	
WILLIAMS	✓
SCHAPER	✓
~~DANIEL~~	
YOUNG	✓
MAYOR HANNA	
	6-0-0.

	COMP ALDERM*
ZURCHER	
TRUMBO	
PETTUS	
~~MILLER~~	
WILLIAMS	
SCHAPER	
~~DANIEL~~	
YOUNG	
MAYOR HANNA	

FINAL AGENDA INFORMATION
for
JULY 7, 1998, Council Meeting

Given out at agenda session:

- Add sewer repair item from Dave Jurgens
  number this ID.2-.13 (.1 provided here)

- Add memo packet from Nancy Dugwyler
  number this IID.1-IID.10

- Add Hog City lease to above
  number this IID.11-.30

- Add Airport fuel farm contract
  number this IIIH.1-IIIH.10 (ignore duplicate contracts and change orders)

- Add alderman pay ordinance
  number this IIIi.1

Attached here:

- Final Agenda

- Minutes of June 16 meeting

- Page ID.1 for sewer repair item added at agenda session

- Replacement pages IIIH.2-.3 for fuel farm item

- Add pages IIIH.11-14 for fuel farm item

- Information items - item IIIJ

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on June 16, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

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

ABSENT: **Alderman Pettus**

Mayor Hanna called the meeting to order with seven aldermen present.

CONSENT AGENDA

MINUTES: Approval of minutes from June 2, 1998, meeting.

BID 98-7: A resolution awarding a contract to Johnson Mechanical Contractors Inc. in the amount of $47,500 for the installation of new plumbing, heating, ventilation, and air conditioning for the Animal Shelter Clinic Expansion project.

RESOLUTION 76-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-50: A resolution approving a contract with RPD Quality Construction, Inc. in the amount of $39,220 plus contingency of $8,000 for all slab work for the new animal clinic.

RESOLUTION 77-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-39: REMOVED FROM CONSENT. MOVED TO THE FIRST ITEM OF NEW BUSINESS.

BID 98-43: A resolution accepting Midwestern Equipment Company's bid for the purchase of a H.D. Cab and Chassis with mounted sewer cleaner (combination wash and vacuum) in the amount of $231,766.60 and approval of a budget adjustment.

RESOLUTION 78-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-48: A resolution accepting Shipley Motor Equipment Company's bid in the amount of $130,120 for the purchase of a H.D. Cab and Chassis with mounted combination bulk waste crane with roll off. This unit will be used by the Solid Waste Division.

RESOLUTION 79-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-45: A resolution accepting Alma Tractor and Equipment, Inc.'s bid in the amount of $90,669.12 for the purchase of two tractor/backhoe/loader. The unit will be used by Water and Sewer Maintenance and Sidewalks and Trails crews.

RESOLUTION 80-98 AS RECORDED IN THE CITY CLERK'S OFFICE

HAMESTRING SEWER: A resolution awarding a contract to Jackson Electric in the amount of $143,583.00 plus contingencies for improvements to the Hamestring Sewer Pump Station, and approval of a budget adjustment in the amount of $120,000, and approval of expenditures up to $50,000 from off site escrow accounts to go toward the project costs.

RESOLUTION 81-98 AS RECORDED IN THE CITY CLERK'S OFFICE

Alderman Williams stated the minutes need to reflect that the Council did vote to grant Washington Regional Medical Services a waiver from placing utility lines underground.

Alderman Williams moved to approve the consent agenda, with the correction. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 7 to 0.

OLD BUSINESS

RZ 98-10.00/1780 HOLLY/DEMAREE MEDIA INC.

Mayor Hanna introduced an ordinance approving a rezoning request submitted by Demaree Media, Inc., for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O, Residential Office. The property contains approximately 2.34 acres. This item was left on first reading at the June 2, 1998, meeting.

Alderman Young stated someone associated with this is a client of the company he works for, so he would abstain on this issue.

Alderman Miller moved to suspend the rules and go to the second reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6-0-1, with Alderman Young abstaining.

City Attorney Rose read the ordinance for the second time.

Alderman Schaper asked if the bill of assurance is recordable as a restriction that will run with the land.

Rose replied it is.

Alderman Schaper stated they are giving themselves an out in saying there won't be any further development except for single family residential uses meeting the code requirements in existence at the time of development. He felt they could request a lot split and put on some residential lots.

Alett Little, Planning Director, responded that they have the right to develop it R-1 now. They are reserving the right.

There were no comments from the public.

Alderman Williams moved to suspend the rules and go to the third and final reading. Alderman Miller seconded. Upon roll call, the motion failed on a vote of 4-2-1, with Aldermen Zurcher and

Schaper voting no and Alderman Young abstaining.

This item remained on second reading.

PLANNING COMMISSION APPEAL/WASHINGTON REGIONAL

Mayor Hanna introduced an appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request for the construction of a standard city street.

Jack Anderson, Administrator of Fayetteville City Hospital, stated this is a Fayetteville City Hospital project. He stated he was present to ask the Council to waive the portion of the road through Washington Regional property as well as the monetary assessment for the road across the property to the east. They are requesting this because every dollar required made it less likely the project would be developed. They have an excellent site at that location. They can only afford this type of facility on this site because Washington Regional has worked with them. If the site development costs are significant, they will have to look at alternative sites and possibly not continue with the project. The bottom line is if you take the street development cost off of this four-acre development you'll be taking it off the backs of senior citizens of Northwest Arkansas. He requested the Council wait until Washington Regional developed the remainder of the property to require the road to be completed. If it is required now, it may prevent the project from taking place.

Alderman Williams stated the Council saved the development half a million dollars by taking into account the need for this facility. However, the normal procedure is for the developer to build the street all the way through. He could imagine the property on the other side developing and having two streets within half a block of each other not being finished. He stated he has no problem requiring them to pay half the cost of extending the street off their property; but he agrees with the Planning Commission that they do need a street through their property.

Mr. Anderson stated his concern is that the additional cost would make it unfeasible to continue with the project.

Alderman Williams estimated the cost savings of not running the street through to the property line would be approximately $75,000.

Kurt Jones, Crafton & Tull Engineers, stated the estimate submitted did not include storm drainage. He estimated it to be $150,000.

Alderman Schaper asked about further development. He noted the development was sited in the middle of a forty-acre tract of land.

Mr. Anderson replied that the facility has been situated where it is because it is the least attractive on the property and could justify this type of facility. They have no plans for other development at this time.

Alderman Schaper questioned the agreement between this development and Washington Regional.

Mr. Anderson stated it was his intention to purchase this portion of the property from Washington Regional.

Alderman Schaper stated the rest of the site could be further developed.

Ms. Little stated part of the reason why the master street had not joined Kenray Street was so that there would be more room on the eastern side for future development.

Alderman Daniel stated she had spoken with Chief Jackson who stated the road was needed for emergency vehicles.

Little stated it is normal procedure for a developer to guarantee the construction of facilities with a bond or cash contributions. The City has not taken bills of assurance for two to three years. They are very difficult to collect.

Alderman Schaper expressed concern about the developer purchasing a land-locked piece of property. He asked if they were going to purchase the property, would Washington Medical Center dedicate an access easement to them.

Little stated they have not discussed a lot split during any of the meetings. It is her understanding that this is a Washington Regional Medical Center project.

Mr. Jones stated they are not discussing a lot split at this time.

Alderman Williams stated this was Washington Regional property and they would have to have a road constructed through the property. He could not see a good reason not to required the road.

Alderman Williams moved to grant the waiver not to require off-site road construction. The through road would be required. Alderman Schaper seconded the motion. The motion carried by a vote of 6-0-1, with Alderman Young abstaining.

CHAPTER 33 AMENDMENT & ADOPTING UDO

Mayor Hanna introduced an ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustment, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee, and the Board of Sign Appeals.

Alderman Williams moved to suspend the rules and go to the second reading of this item and the next item, an ordinance deleting Title 15, etc., and adopting the Unified Development Ordinance. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinances for the second time.

Alderman Schaper asked if editing corrections would have to come back to the Council.

Rose replied clerical errors can be corrected as found.

Alderman Trumbo moved to go to the third and final readings. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinances for the third time.

There were no comments from the audience.

Mayor Hanna called for separate votes.

Upon roll call, the ordinance amending Chapter 33 passed on a vote of 7 to 0.

ORDINANCE 4099 AS RECORDED IN THE CITY CLERK'S OFFICE

Upon roll call, the ordinance deleting Title 15, etc., and adopting the Unified Development Ordinance passed on a vote of 7 to 0.

ORDINANCE 4100 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

BID 98-39/WALKER PARK PARKING

Mayor Hanna introduced a resolution awarding a contract to J & L Construction in the amount of $188,500 plus a project contingency of $18,850 for the construction of a 100 space parking lot in Walker Park and approval of a budget adjustment.

Alderman Miller read a prepared statement opposing this.

Alderman Daniel asked about the cost of doing this in house.

Kevin Crosson, Public Works Director, replied that the City tries to do smaller parking lots attached to City facilities. This stands alone and will require landscaping, etc.

Alderman Schaper stated the issue is not cost but that the Council hasn't seen an overall plan for development in Walker Park and what parking is available.

Bill Ackerman, Parks & Recreation Board, stated this parking lot has been in the CIP since 1992. The need arises from the growth of the children's athletic program. He cited statistics regarding usage. He stated there is constant use of the facilities and there is not adequate parking. There are two small parking lots in the area. A third parking lot to the north is not used for a number of reasons. Its location was not determined by the Parks Department. Parents have been pressing to get this facility built for four to six years. We have not had the money. We wouldn't have the money this year, if another project or two came to fruition. Now, we have the chance to get this project off the table.

Mr. Ackerman stated there have been over a hundred parking citations issued this year in the vicinity of the facility because there is not adequate parking. He stated there is a safety problem as well. Children have been hit by automobiles. We have one-lane traffic.

Richard Alderman, architect, stated there is a master plan for the park that suggests there are 339 parking spaces. Adequate parking would be 471 spaces. This project would add 100 spaces. He stated the concept is to locate it centrally, which also helps with handicap access. Only a corner of the heavily wooded area would be used.

Alderman Williams asked if the lot will be landscaped and conform to the current parking lot ordinance.

Mr. Alderman replied this project has been worked on by all the City departments. Beth Sandeen, Landscape Administrator, walked the site. She did a tree inventory and determined that the quality trees are in the front area. The parking lot was set back and a tree preservation area was created. One reason this will be a little more expensive than a regular parking lot is because the contractor will have to fence that area off to be kept entirely natural. He stated Chuck Rutherford, Sidewalk and Trails Administrator, saw the site and went through all of the sidewalk relationships. A major crossing area will be marked off. This project has been a couple of years in development because it did go through all the steps.

Alderman Miller stated seeing the plan took care of his objections.

Alderman Schaper asked about the one access to the parking lot. Instead of spreading the congestion out, this parking lot concentrates it.

Mr. Alderman responded that they had talked early on about spreading it out. With the amount of cars coming from some of the other parking lots, that extra exit would be to no advantage, as it would bring more cars out where there is a bunch of cars. This plan requires everyone to make a right turn. In overall terms, this is a better flow.

Alderman Williams stated the Council should look at the safety issue above everything else. Parking should be allowed on only one side of Block Street.

Alderman Young asked about the general plan.

Mr. Alderman replied the general plan done in 1992 shows closing a street and parking being added.

Alderman Young asked why the heavily wooded area is being sacrificed, rather than an area in the ball fields.

Crosson responded that we need more ball fields.

Alderman Zurcher stated research needs to be done on the songbird act referred to in Alderman Miller's statement.

Mr. Alderman stated the only thing he has found is a law that states you cannot harm, kill, etc. It would

be hard to say you are doing harm if you are taking three quarters of an acre out of sixty acres and no known habitat.

Alderman Zurcher stated removing trees is removing habitat.

Crosson responded that as far as staff is concerned, there is no such law.

Alderman Young asked about the consequences of awarding the contract and then having someone come up with a law.

Alderman Miller stated that the birds the Federal law protects are done nesting and probably would not affect the schedule.

Mr. Ackerman explained their extensive efforts to find such a law and that they found nothing that would impact this.

Alderman Zurcher asked what fund the money for this project would come out of.

Mr. Ackerman replied part would come from the CIP budget and part from greenspace money.

Alderman Zurcher found it ironic to be taking money from the greenspace fund to do away with greenspace.

Alderman Williams stated there has been neighborhood opposition to building ball fields in the wooded area. There was going to be nature trails and a senior citizen center. He asked about plans for this.

Mr. Ackerman stated it is part of the CIP budget process for this year. They hope to start on the trail project in 1999.

Crosson noted there is $79,000 budgeted in 1998 and $50,000 in 1999 and $2,000 in 2000 for Walker Park trail and parking lot. The work will begin this year and spread out over the next two years.

Jeff Erff, parent of a son who plays T-ball at Walker Park, encouraged the Council to come up with a solution because there is definitely a problem.

Beth Campbell, another parent, stated the Council should represent the parents. She stated she loves her children more than she loves trees. There is a safety factor. She noted she carries lawn chairs and other paraphernalia when walking from the parking spots and she is not willing to walk half a mile. She stated the wooded area is a home for vagrants. If the City is not willing to develop this park, they need to find another site for a sports complex.

Vince Kelly, Fayetteville Youth Baseball Board, stated safety is a concern. In the last four years, three kids have been struck by cars. We need this parking lot and proper cross walk. This will not solve all the problems, but it is a step in the right direction. Preserving nature is also a concern, but parents do not allow children to enter into this wooded area as it is.. The parking lot to the north does not get used because of the distance and the hill that blocks the view. Car windows have been broken, tires slashed, and graffiti sprayed on cars. Block Street was not designated as parking; it is makeshift parking. He

hopes parking is limited to one side of the street, which would improve traffic flow and safety.

Alderman Trumbo moved to approve the resolution. Alderman Miller seconded. Upon roll call, the resolution passed on a vote of 7 to 0.

RESOLUTION 82-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

LAND PURCHASE/HICKSON/FAT GULLEY RD.

Mayor Hanna introduced a resolution authorizing the acquisition of a 12-acre tract of land from Carolyn Hickson in the amount of $243,000. The property is located along Fat Gulley Road, south of Joyce Blvd. and north of Highway 45. The land will be used for the installation of new water storage towers in conjunction with Fayetteville Water Systems Improvements. Approval should include closing costs associated with the purchase of land.

Alderman Schaper felt the City is being forced to purchase land they do not need. There is marketable land along the road. He questioned why we have to buy the road frontage in order to have access to the water tower site.

Alderman Young replied if the land is marketable, the City could sell it.

Kevin Crosson, Public Works Director, stated if there is not a need for the land, it would be sold. The current owner does not want a portion left to sell.

Alderman Williams stated the water tower would devalue the remaining property.

Alderman Schaper asked if this was the highest land around. He asked if the tower would be elevated.

Don Bunn, City Engineer, stated the land is the highest in the vicinity, but it is not high enough for the required pressure.

Crosson stated the new tower would help with some of the pressure problems.

Bunn stated it would help the east side of town.

Alderman Schaper moved the resolution. Alderman Daniel seconded. Upon roll call, the resolution passed on a vote of 7 to 0.

RESOLUTION 83-98 AS RECORDED IN THE CITY CLERK'S OFFICE

LANDING FEES/DRAKE FIELD

Mayor Hanna introduced an ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, and use in negotiating future leases and airport agreements.

City Attorney Rose read the ordinance for the first time.

Alderman Schaper asked when the lease with American Eagle expires.

Don Green, Airport Director of Operations, replied it expires December 31, but there is a clause allowing American Eagle to terminate it at any time. We can terminate at any time, too.

Alderman Schaper stated American Eagle needs to be notified that the City is terminating their lease effective the first of November. They've made it clear they have a contract starting the first of November with the regional airport.

Green stated this resolution will give airport staff the ability to negotiate new landing fees.

Alderman Williams stated this would allow the airport to negotiate the best fee with new carriers. He agreed American Airlines' actions are disappointing, but we need to be careful of what we do. There are FAA rules about being accessible to national carriers. We need to go slowly and to make sure we are in total compliance. We need to involve the Airport Advisory Board. He suggested relaying Alderman Schaper's suggestion about terminating the lease in November to Dale Frederick, Airport Manager, and to the Airport Advisory Board.

Alderman Schaper stated he would like a study to be done real quick regarding FAA rules. At least one airline that is staying has requested to move into American's space. We need to get on with taking care of our loyal carriers.

Alderman Williams moved to go to the second reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Williams asked if there is any need for a rush on this.

Green replied there is not.

This item was left on second reading.

DRAKE FIELD FIRE STATION AND TERMINAL CANOPY

Mayor Hanna introduced a resolution approving a contract amendment in the amount of $62,100 with Garver and Garver Engineers. The amendment covers additional engineering work for two projects, the new airfield rescue fire fighting building and the terminal canopy.

Alderman Williams stated this is a good improvement, especially for the passengers.

Alderman Miller moved the resolution. Alderman Daniel seconded. Upon roll call, the resolution passed on a vote 7 to 0.

RESOLUTION 84-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

SUMMIT WATER TANK SITE

Mayor Hanna introduced a resolution approving a bid award for the restoration of the old Summit water storage tank site.

Alderman Williams stated this has been an eyesore and a danger for a long time. This is money well spent. That part of town does not have a park.

Alderman Schaper stated the City has a responsibility to be its own best citizen.

Alderman Schaper moved the resolution. Alderman Zurcher seconded. Upon roll call, the resolution passed on a vote of 7 to 0.

RESOLUTION 85-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

VAC 98-7/EMERALD SUBDIVISION/HAYS

Mayor Hanna introduced an ordinance vacating a utility easement for property located on Lots 8 and 9 in Emerald Subdivision, Phase I. The request was submitted by Floyd Reed on behalf of J. B. and Oma Hays.

City Attorney Rose read the ordinance for the first time.

Floyd Reed, representing the petitioner, stated they are trying to move the utility easement 15 feet to the north. He asked if the three readings could be done at this meeting.

Alderman Schaper moved to suspend the rules and go to the second reading. Alderman Williams seconded. Upon roll call, the motion carried on a vote of 7 to 0.

City Attorney Rose read the ordinance for the second time.

There were no comments from the public.

Alderman Williams moved to go to third and final reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 6 to 0, with Alderman Zurcher absent for the vote.

City Attorney Rose read the ordinance for the third time.

There being no further comments, Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0, with Alderman Zurcher absent for the vote.

ORDINANCE 4101 AS RECORDED IN THE CITY CLERK'S OFFICE.

LEASE AGREEMENT/BEKKA DEVELOPMENT/TOWN CENTER

Mayor Hanna introduced a resolution approving a lease agreement between the City of Fayetteville and BEKKA Development for the property to be used as the entrance to the town center.

City Attorney Rose stated the Council had before them the lease agreement that Ed Bradberry and he negotiated, with the help of John Bradberry and Diane Boyd. The lease agreement attempts to give the City as much of an ownership interest as possible and provide a lease for Mr. Bradberry. It is a 25-year lease initially, with five year extensions at the option of the City. He read from the agreement, "It is the specific intent of the parties that this lease be one of perpetual renewal at the option of the lessee as long as the lessee is not in default." Reading from paragraph 11, he stated, "Default is failure to pay any installment of rent or to comply with any other terms of the lease and not curing those failures within 60 days."

Rose stated the amount of money is an up-front sum of $120,000 upon possession and $1 per year during the term or any extended terms of the lease. Mr. Bradberry will receive 32 covered parking spaces or room for those spaces under the town plaza area. He also has reasonable design approval as to the town plaza as it connects especially to his buildings to the north and south. He is interested in maintaining the flow and access to his buildings.

Alderman Trumbo stated this is a good and equitable compromise. He would like to pursue having the Advertising & Promotion Commission pay the up-front money.

Alderman Daniel asked how many parking spaces would be left for the City.

Richard Alderman, architect, stated the literature that went out for the election stated we would have about 230 parking spaces. They have wanted to change that and take about 30 parking spaces out, to lower the cost. He has been instructed to bid the project with all the parking spaces in it. He stated instead of bidding that part underneath, they would just bid the part under the plaza and leave out the ones they were going to put back in that were under the parking decks. Cost-wise, there is not a lot of difference between the lowest level parking and the ones under the plaza. He stated his instructions were to include 230 spaces. We had committed to giving Mr. Bradberry 32 parking spaces in the deck. We are just moving them from under the deck to under the plaza.

Alderman Miller asked if the public would have access to Mr. Bradberry's spaces at night.

Rose replied that the lease reads, "Said area shall be for the exclusive use of the lessor and/or his tenants and guests. However, when not in use by the lessor, said spaces may be utilized by the lessee for public purposes." He felt an arrangement could be worked out with the Bradberrys, when needed for events. He stated they feel it would be best to work this out on a case-by-case basis, rather than having it in the lease. He stated the Bradberrys are committed to the City being able to use the spaces for public purposes when the tenants are not using them.

Alderman Schaper asked what the taxes would be, which the City would be required to pay.

Rose thought they are about $1,100 now. The lessee is generally accountable for taxes. He agreed we would be paying property taxes on what we are building for Mr. Bradberry's use. For all productive purposes, this property is ours.

Alderman Williams asked where the space for garbage disposal would be.

Mr. Alderman replied there are areas on either street for dumpsters and trash pick up.

Alderman Schaper stated the real question is who pays the $120,000. This is part of building the town center.

Alderman Williams stated the A & P has $960,000. In addition to that, they have the $1 million they committed to the project. He stated he has no problem with the City joining with the A & P. This is a civic improvement. He noted that statements had been made to the public that the City would consider putting some money in it. The ballot was to approve the bond issue; nothing on the ballot said the City wouldn't also put money into this project to make it that much better.

Alderman Schaper stated the Council has not decided on that yet.

Rose stated some members on the A & P Commission are receptive to the possibility of this. He suggested asking about this at the next A & P Commission.

Alderman Schaper stated if the Council approves the lease, they are kind of approving that they will pay it.

Rose explained no rent will be paid until possession is taken. Possession is contingent upon the approval of the plans and approval of construction contracts. If no town center is built, there will not be $120,000 passing hands.

Alderman Young asked if the resolution could be passed contingent on the A & P Commission coming up with the money.

Rose replied this could be done.

Alderman Williams suggested leaving it on the table for future public comment.

Bootsie Ackerman, Coordinator of the Downtown Dickson Street Enhancement Project, urged the Council not to table this. The people voted for this project and she urged the Council not to delay it.

Jeff Erff, audience member, asked if citizens would have some idea of the City's contribution before the City signs off on the project.

Alderman Williams responded that the A & P Commission has studied operating costs and that would come out of A & P funds. Some things are yet to be decided.

Alderman Schaper added that future decisions will come before the Council.

David Glasser, University Community Design Center, stated this has been worked on for over a year. He stated this is an extraordinary building project. It will be a major anchor of downtown.

Alderman Williams noted that Alderman Pettus, who has been outspoken against a lease, was not present. He did not favor passing this in her absence, without giving her a chance to again explain her position.

Mr. Glasser stated the town center will put us in a competitive stance with other cities that have beaten

us to the punch with meeting space. The $120,000 invested by the City with this lease could be a catalyst that gets this project going.

Alderman Williams stated we can't go forward with anything until we go forward with the bonds. It would not delay the project to delay this one more meeting and look at everything.

Alderman Trumbo moved to approve the resolution. Alderman Daniel seconded.

Steve Ward, Chamber of Commerce, encouraged the Council to approve this at this meeting. This is preferable to condemnation and buying the property, which have been discussed. He stated the A & P commissioners are committed to this. He stated the $120,000 is something the City can well afford. This action will keep the project on track.

Alderman Zurcher stated it is important to look at what zaps a downtown. One thing is having an overabundance of commercial property. If we keep rezoning to commercial on demand, it will always be cheaper to go out to the edge of town.

Upon roll call, the resolution passed on a vote of 7 to 0.

RESOLUTION 86-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

REFUND AND/OR ROLLBACK OF MILLAGE

Mayor Hanna introduced discussion of the Millage Refund/Rollback.

City Attorney Rose reminded the Council that last year the City, along with the Fayetteville School District, the City of Springdale, and the Springdale School District, was sued in a class action lawsuit that alleged that a county-wide reappraisal had taken place beginning in 1994. It alleged that Amendment 59 required either a roll back of our rates or millage taxation or a refund of millage already collected. Rose stated he initiated answers to that lawsuit. Up until December, he had thought the City wished to proceed with those defenses and take the lead with the Fayetteville School Board in alleging there was no rollback needed because there was no county-wide reappraisal.

Rose stated that in December, the Council passed Resolution 119-97 and there was discussion about whether the Council wanted to go ahead and roll back or make refunds based on whatever figures we got from Washington County and that the Council no longer wished to proceed with the defenses in the lawsuit.

Rose stated the figures were received from Washington County and provided to the Council. Based on that, he stated he thought his instructions were to try to seek a refund and settlement of the lawsuit. Accordingly, he contacted the attorneys for the plaintiffs and they have agreed to a settlement based on the figures received from Washington County and on the plaintiffs' theory of this lawsuit. The case can be settled by refunding the sum of $152,374 on a pro rata basis to the property tax payers in Fayetteville.

Rose stated the refund would be for the 1996 property taxes that they claim were exacted prematurely and the 1997 taxes that are alleged to be collected in excess of the 10% allowed by Amendment 59.

The attorney fees would be 25% of that. An administrative cost would be deducted from the total amount. The plaintiffs' counsels would supervise the refund in a manner approved by the court. The settlement would have no impact at all, at the present time, on any future year and no rollback would be required.

Rose asked for further instructions from the Council on how to go forward.

Alderman Trumbo expressed concern about leaving the school board to pursue this by themselves and possibly getting a ruling that goes the other way.

Alderman Williams explained his reasons for drafting Resolution 119-97 were that it had been certified that there had been a county-wide reappraisal and he didn't want Fayetteville to have to be dragged to court to pay money back to its taxpayers and also out of fear of a long litigation process. It was not to support a settlement between attorneys. Now we are only two months away from a trial and the figures are much more than what was anticipated.

Dale Evans, plaintiff attorney, asked why, if passing the resolution then was the right thing to do then, it would be any different today. Also, the conclusion of the case will probably not occur in August. It could be several years away.

Alderman Zurcher stated that after reading the ballot title and the opinions from several judges and other information, the right thing to do is to refund the money. The City should not have to be forced to give money back that doesn't belong to it.

Mr. Evans challenged the Council to read the ballot and come up with a different meaning than what the plaintiffs are claiming.

Alderman Schaper asked about how the numbers were arrived at.

Mr. Evans explained that no one knew exactly what the numbers were. The amendment is set up for certain exclusions to be taken out of the money. Those records had not been kept that way for some period of time. This was not determinable until the last few months.

Ben Mayes, Administrative Services Director, stated there are several ways to determine this. He remembered estimating approximately $70,000 a year-and-a-half ago.

Alderman Williams stated the plaintiffs' theory is that there are two years that the $70,000 couldn't be collected, instead of one year.

Rose stated you can argue over whether there was a county-wide reappraisal and whether 1994 was the base year. They are being argued in good faith and can continue to be.

Mr. Evans stated he is asking whether or not the people asked for a cap to be implemented and has it occurred.

Alderman Schaper asked if the Council accepts the settlement, would they be prejudicing the other defendants in this.

Rose did not think so. No admissions of fault would be made in the settlement offer. It would have a psychological effect and their interest is much greater than ours.

Alderman Trumbo supported letting the court decide.

Alderman Daniel agreed.

Alderman Zurcher agreed.

Alderman Williams was not in favor of passing the resolution at this time, as it is complicated material.

Mr. Evans stated settlements are time related. This is not an open-ended offer.

Mr. Evans stated the settlement could include that this cures any exposure the City of Fayetteville has.

Alderman Williams stated he would like to table this and have it as old business at the next meeting.

Alderman Williams moved to table this. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 7 to 0.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 9:30 p.m..

SEWER REPAIR
ID.1

STAFF REVIEW FORM

XXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: July 7, 1998.

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached change order for emergency sewer pipe bursting with T. G. Excavating, pipe bursting in the amount of $37,373, and approve maintaining the contingency for the existing contract at $18,654.

COST TO CITY:

$ 37,373.00	$4,083,402	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
4470-9470-5815.00	$2,928,889	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8320	$1,154,513	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cramer 6-25-98
Accounting Manager Date

City Attorney Date

RV Lee 6-25-98
Purchasing Officer Date

GRANTING AGENCY:_____

ADA Coordinator Date

Yolanda Childs 6-25-98 ✓
Internal Auditor Date

STAFF RECOMMENDATION: Award change order and approve contingency as stated above.

Division Head Date

Department Director 26JUN98
Date

Administrative Services Director 6/26/98
Date

Fred Thomas 6/26/98
Mayor Date

Cross Reference:

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

Previous Ord/Res #: 73-98

Orig Contract Date: June 2, 1998

FUEL FARM
IIIH.2

FUEL FARM

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: JUNE 24, 1998

SUBJECT: FUEL FARM CONTRACT

The Airport is requesting award of the low bid for the removal of the underground fuel storage tanks and the construction of above fuel storage tanks to John P. Marinoni Construction Company, Inc., approval of Change Order No. 1, approval of a project contingency in the amount of $48,783 and approval of a budget adjustment.

The project was bid on June 2, 1998 and three bids were received. The amount of the low bid was $517,130. A deductive alternate of $2,770 was taken and McClelland Consulting Engineers have negotiated Change Order No. 1, reducing the bid amount to $487,830. The total cost to the City of this request, including contingencies, is $536,613.

This project award and related budget adjustment are forwarded for City Council approval after being recommended by the consulting engineers and the Airport Advisory Board. The Airport faces a December 22, 1998 EPA deadline to make improvements to our fuel storage facility. Airport staff, our consultants and the Airport Advisory Board concur that removal of the underground fuel storage tanks and replacing them with above ground fuel storage tanks is in the City's best interest for the future. Retrofitting the existing underground tanks would leave the City exposed to ever more stringent environmental guidelines with ever more costly spill remediation efforts.

The funding for this request is from Airport operational funds and is budgeted in the Airport Capital program.

Attachments: Staff Review
Marinoni Contract
Contract Change Order No. 1
Consulting Engineers Recommendation
Bidders List
Budget Adjustment

FUEL FARM
IIIH.3
FUEL FARM

BID TABULATION

PROJECT NAME : FAYETTEVILLE MUNICIPAL AIRPORT FUEL FARM
PROJECT NO: FY962146
DATE JUNE 2, 1998

NO.	ITEM	BIDDER: QUANTITY	NO. 1 MARINONI CONST 33500499 UNIT PRICE	EXTENDED	NO. 2 KINLEY CONSTRUCTION 58800497 UNIT PRICE	EXTENDED	NO. 3 MOBLEY CONTRACTORS 3660898 UNIT PRICE	EXTENDED
1	ACT 291, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	1 LS	$500.00	$500.00	$10,058.00	$10,058.00	$22,244.88	$22,244.88
2	INSTALL PROPOSED FUEL FARM	1 LS	$472,085.000	$472,085.000	$476,658.00	$476,658.00	$596,262.04	$596,262.04
3	RELOCATE GAS SERVICE	200 LF	$8.00	$1,600.00	$11.50	$2,300.00	$15.91	$3,182.00
4	RELOCATE WATER SERVICE	200 LF	$10.00	$2,000.00	$26.50	$5,300.00	$21.53	$4,306.00
5	CLOSE EXISTING FUEL FARM	1 LS	$19,750.00	$19,750.00	$40,858.00	$40,858.00	$54,060.65	$54,060.65
6	UNCLASSIFIED EXCAVATION (EXCLUSIVE OF BEDROCK) UST & PIPING ONLY	1100 CY	$4.50	$4,950.00	$8.60	$9,460.00	$27.27	$29,997.00
7	IMPORTED BACKFILL (UST PIT & PIPING ONLY)	1350 CY	$7.50	$10,125.00	$24.10	$32,535.00	$12.74	$17,199.00
8	CONTAMINATED WATER DISPOSAL OFFSITE	1000 GAL	$1.39	$1,390.00	$2.91	$2,910.00	$2.24	$2,240.00
9	CONTAMINATED WATER DISPOSAL TO SANITARY SEWER	50,000 GAL	$0.15	$7,500.00	$0.28	$14,000.00	$0.16	$8,000.00
	TOTAL BASE BID			**$519,900.00**		**$594,079.00**		**$737,491.57**
	DEDUCTIVE ALTERNATES:							
1	Deduct from the Project, the landscaping of the collsion berm, exclusive of grass.			$2,770.00		$22,769.00		$24,500.00
2	Deduct from the Project one 10,000 gallon aboveground jet fuel storage tank and all related foundations, piping, valves, and equipment.			$32,400.00		$31,500.00		$36,160.00

FUEL FARM
IIIH.11

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

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

July 1, 1998

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

Re: Fuel Farm Improvements, Drake Field
Bid Tabulation

Dear Mr. Frederick:

Bids were received on the referenced project Tuesday, June 2. Three bids were received. All of the bidders were properly licensed and submitted proper bid bonds. The bids have been tabulated and checked, and a tabulation of the bids is enclosed. The low bid was from John P. Marinoni Construction Company, of Fayetteville, with a base bid total of $519,900.00. Our most recent construction cost estimate that included all of the bid items was $420,000.00.

Marinoni Construction Company has constructed several projects which our firm has engineered. We have found them to be competent and responsive and do not hesitate to recommend them for the award of this contract.

Consequently, we recommend that the contract be awarded to John P. Marinoni Construction Company, in the base bid amount of $519,900.00, less Deductive Alternate 1, in an amount of $2,770.00, resulting in a recommended amount for award of $517,130.00. Additionally, we are recommending concurrent acceptance of Change Order No. 1 which offers a net reduction in contract price of $29,300.00, resulting in a total contract amount of $487,830.00. If you have questions or comments, please advise.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

John C. Quinn, P.E.
President

Encl: Bid Tabulation

cc: Mr. Steve Smith, John P. Marinoni Construction Co., w/encl.
Mr. David Norman, E.I., MCE

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FUEL FARM
IIIH.12

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

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

July 1, 1998

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

Re: Commentary Regarding Construction Bids
Fuel Farm; Drake Field

Dear Mr. Frederick:

When we receive bids which significantly exceed the Engineer's estimate, some explanation is in order. The following is a brief recap of your project's history, with related comments.

1. The existing fuel farm is an underground facility that was commissioned around 1985.

2. For several reasons, including those given below, Drake Field staff began in 1993 to plan for the fuel farm's relocation:

   A. Portions of the fuel farm facility penetrate the imaginary transitional surface adjacent to, and beyond, the primary surface, thereby requiring a technical waiver for its location.

   B. A seasonally-high ground water table in the vicinity, coupled with the lack of water-tight accessways for the underground fuel tanks, precludes unscheduled inspection of the tanks as required by Drake's airline customers. This necessitates the waiver of the requirement for these types of quality control inspections until/unless the groundwater table can be lowered by long-duration pumping.

   C. The potential for fuel contamination with groundwater and/or the potential for the rapid migration of a fuel leak/spill via the groundwater associated with the site is recognized as a serious concern. The liability potential is judged to be significant.

   D. The uncertainty of future/additional regulatory requirements which may be placed upon buried tanks, makes the rehabilitation of the existing facility less attractive.

E. Rehabilitation of the existing facility would likely require an interruption to fuel services and/or waiver of the City's safety requirements governing above ground fuel storage tanks.

F. The impending deadline to rehabilitate or close-out all underground fuel tanks by late-1998, has been identified as a catalyst to make a decision regarding needed fuel farm modifications.

3. The Drake Field Staff solicited a quotation from a Fort Smith fueling equipment representative for making fuel farm improvements in June, 1993. At that time, the equipment supplier estimated that improvements associated with relocation of the fuel farm (i.e., new construction) would cost $211,574.00, excluding tax. This estimate, which did not include a cost for closing-out the existing fuel farm, was apparently used for budgeting purposes. The budget subsequently established by Drake's staff was $264,750.

4. In May, 1997, the City authorized McClelland to design a new fuel farm in a new location. The total fee, including preliminary study, design, and construction administration, was established as $29,597. (In spite of the subsequent escalation of construction cost, McClelland has stood by its initial design fee amount.)

5. After experiencing delay in the preliminary study phase while awaiting development of the airport's Master Plan, MCE submitted its preliminary engineering study in February, 1998. That study presented a construction cost estimate of $364,698, including both new fuel farm construction and close-out of the existing fuel farm.

6. Subsequently, detailed design was completed and presented to the airport Staff and Board for review and comment. At that time (April, 1998) the scope of the work was increased to provide a collision/barrier for safety and appearance reasons, and different access points for fuel loading and unloading to allow simultaneous operation of both. All said, the Engineer's final construction cost estimate increased to $420,000.

7. Recognizing that budgetary concerns existed, the Engineer was authorized to include two Deductive Alternate items in the bid documents in order to afford an opportunity to receive a bid within an affordable range.

8. Actual bids were received on June 2, 1998. The low bid amounted to $519,900. The Airport Board's decision to recommended acceptance of Deductive Alternate No. 1 reduces the proposed Contract amount to $517,130.

9. Subsequent to opening bids, McClelland met with the low bidder and discussed ways of lowering the construction cost without compromising the ability of the new fuel farm to meet its objectives. This has resulted in proposed Change Order No. 1 which offers a net decrease in cost of $29,300, yielding a revised construction cost of $487,830. This amount is 16.15% above the Engineer's final cost estimate.

We have analyzed the bids and are recommending that you accept the low bid, amending it as noted heretofore. This firm truly believes that it has exercised due diligence in preparing its cost estimates (by working closely with both equipment suppliers and contractors). While it is possible that we overlooked some expense item(s) which will be incurred by the construction Contractor, it is also likely that the higher-than-expected bids are the result of ample work for Contractors to bid, coupled with the widely-recognized impending EPA regulatory deadline for addressing all underground storage tanks.

If you have questions or comments regarding these matters, please let me know.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

John C. Quinn, P.E.
President

cc: Mr. David Norman, E.I., MCE

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INFORMATION
IIIJ.1

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Parks and Recreation Advisory Board

FROM: Connie Edmonston, Parks & Recreation Superintendent

DATE: June 26, 1998

RE: PRAB Meeting on Monday, July 6, 1998 at 5:30 pm, City Hall Room 219

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AGENDA

I. **Approval of June 10, 1998 PRAB Meeting Minutes**

II. **Fayetteville Youth Center:**
The Fayetteville Youth Center previously requested $4,000,000 from the Don Ray Foundation to build a new Youth Center. The Foundation granted $62,500 to conduct a needs study for the project before approval. The Youth Center selected New Solutions to prepare an extensive planning process to include the following outcomes:

- A strategic plan to provide blueprint for FYC's future programming and operation.
- A facilities master plan to translate program and operational needs into a comprehensive physical concept for meeting the needs of FYC's staff and client community.
- An institutional development plan to chart a viable course for FYC's future resource development.

The strategic planning, master facilities planning, and institutional development planning costs were quoted at $157,300. The Youth Center requests the City to assist in the amount of $79,800 for this vital study which is a requirement for funding. This request would need to go before City Council as soon as possible. Funding for the project is as follows:

Don Ray Grant:	$62,500
FYC:	$15,000
City:	$79,800
TOTAL COST:	$157,300

III. **Asbell Elementary School Request:**
Jim Paul, Asbell School Principal, requested Parks participation in the outdoor basketball courts located adjacent to Asbell Gym by purchasing the poles, backboards and goals for the new court. The court is used extensively after school hours, on weekends by children and adults, and during soccer games. The condition of the existing court is very poor. The School Maintenance Department has agreed to resurface the existing court plus surface an additional basketball court. Parks would joint partnership with this project by purchasing the goals for the new court at approximately $1,650. Staff recommends to fund $1,650 for the purchase of Asbell basketball goals from the Northwest Park District Green Space fund.

IV. **Park Watch Ad Hoc Committee:**
Vandalism has continued to be a problem in our City Parks. In response to our continual problem, Kevin Crosson suggested to start a Park Watch program similar to the Neighborhood Watch program instigated by the City Police. City Police has volunteered to assist Parks with this program. The Ad Hoc Committee would be made up of a representative from City Council, Police, Parks, and two to three members from PRAB. Please volunteer if you wish to serve on this Ad Hoc Committee.

V. **Green Space**

Development:	Hawg Heaven Addition	
Engineer:	Crafton, Tull & Associates - Kurt Jones	
Owner:	Chris Adams	
Location:	South of W. 6th (Hwy. 62), East of Razorback Rd.	
Park District:	Southwest	
Priority:	No priority (1994 Master Plan)	
Total Acres:	15.25	
Total Units:	28 townhouse units=56 multi family units	
	Lot 18 to be developed at a later date	
Land Dedication:	1.12 acres	
Money in Lieu:	$16,800	
1990 Needs:	10 to 20 acres	
2010 Needs:	12 to 24 acres	
Existing Acres:	Greathouse	5
	Total (Neighborhood 7)	5

Staff Recommendation: Money in Lieu - not in Master Plan priority area and area is served by Bates, Fayetteville Youth Center, Greathouse and Finger Parks.

VI. Green Space

Development:	Pine Valley - Phase V	
Engineer:	Crafton, Tull & Associates - Kurt Jones	
Owner:	BMP Development Inc.	
Location:	East of 71 Bypass, north of Pine Valley/Pine Crest Subdivisions	
Park District:	Northwest	
Priority:	Not a priority area according to the 1994 Master Plan	
Total Acres:	5	
Units:	5 duplex units, 1-4 plex unit = 14 multi family units	
Land Dedication:	.28 acres	
Money in Lieu:	$4,200	
1990 Needs:	7.5 to 15 acres (1994 Master Plan)	
2010 Needs:	18 to 36 acres (1994 Master Plan)	
Existing Acres:	Davis Park	9
	Heritage Village park land	4
	Willow Springs, Bridgeport, Fieldstone park land	7
	Girls Softball Complex	15
	Salem Village park land	11
	Serenity park land	10.15
	Total (Neighborhood 12)	56.15

VII. Other Business:

VIII. Adjournment:

Attachments:
--Green Space Monthly Report
--HMR Monthly Report
--PRAB Minutes from June 10, 1998 Meeting
--Special Meeting Minutes from June 24, 1998 (To be distributed at July 6, 1998 meeting)
--Asbell School Park Request
--Park Plats (Pine Valley/Pine Crest and Hawg Heaven)

INFORMATION
IIIJ.4

JUNE 1998 - HMR REVENUE REPORT

by Kim J. Rogers

**Report created at the end of June for the July PRAB meeting*

****

January's Revenue:	**$76,058.18**	***Collected by January 20th for Dec. '96***
February's Revenue:	**$80,019.65**	***Collected by February 20th for January***
March's Revenue:	**$77,591.14**	***Collected by March 20th for February***
April's Revenue:	**$82,821.30**	***Collected by April 20th for March***
May's Revenue	**$93,006.53**	***Collected by May 20th for April***
June's Revenue *at this point*	**$89,871.94**	***Collected by June 20th for May***

****

Total Revenue for Fiscal 1998 is $499,368.74

****

97 Revenue collected: *$25,732.35 After the Jan. 20th, 1997 deadline - Prior Yr Acct.*

The Accounting Department's Revenue for the 1997 Fiscal Year from the Actual Money Collected in 1997 is $976,539.29

Total Revenue for 1997 (including Revenue collected after January 20th deadline for December 1997 from the Prior Year Account) is $976,539.29 + $25,732.35 = $1,002,271.64

****

96 Revenue collected: *$16,299.78 After the Jan. 20, 1996 deadline-Prior Yr Acct.*

The Accounting Department's Revenue for the 1996 Fiscal Year from the actual money collected in 1996 is $867,853.73

Total Revenue for 1996 (including Revenue collected after January 20th deadline for December 1996 from the Prior Year Account) is $867,853.73 + $16,299.78 = $884,153.51

MONTH MAY - 1998 GREEN SPACE REPORT
AS OF JUNE 1998

REPORT CREATED BY: KIM J. ROGERS

NORTHEAST PARK DISTRICT

BALANCE	*YR TO BE SPENT*
$0.00	1998
$14,801.00	1999
$1,432.11	2000
$364.17	2001

$16,597.28 Total 1998 - 2001

- Approved Expenditures:

$12,249.29 LF&Sequoyah Boatdock RR-'94 W.Newman($13,250)

$12,249.29 Total Approved Expenditures

$4,347.99 Total Unencumbered 1998-2001

SOUTHEAST PARK DISTRICT

BALANCE	*YR TO BE SPENT*
$57,519.18	1998
$8,456.62	1999
$5,275.05	2000
$2,035.34	2001

$73,286.19 Total 1998 - 2001

- Approved Expenditures:

$9,000.00 Walker Bleachers on Field #6 & #8 apprvd 4/98

$30,000.00 Request Grant-Ark.Dept.Parks&Tourism Outdr Rec-Walker Playgrd Imprvmt

$23,000.00 Walker Park Parking Lot

$62,000.00 Total Approved Expenditures

$11,286.19 Total Unencumbered 1998-2001

NORTHWEST PARK DISTRICT

BALANCE	*YR TO BE SPENT*
$14,119.89	1998
$26,314.40	1999
$20,044.10	2000
$10,089.47	2001

$70,567.86 Total 1998 - 2001

- Approved Expenditures:

$82.00 Holcomb Soccer Goals - our half

$42,459.85 Girls Softball Complex-apprvd $50,000 Phase I (spent $7540.15 on gsball complex)

$42,541.85 Total Approved Expenditures

$28,026.01 Total Unencumbered 1998-2001

SOUTHWEST PARK DISTRICT

BALANCE	*YR TO BE SPENT*
$2,925.51	1998
$51,133.60	1999
$74,220.08	2000
$2,956.09	2001

$131,235.28 Total 1998 - 2001

- Approved Expenditures:

$29,000.00 Bates Playground matching funds approved 4/98

$8,200.00 Washington-80x80concrete pad, 4 basketball poles, bkboards,rims,nets apprvd 9/8/97 - when lease is signed

$$$??????? Possibly expend Wilson&Gulley retrofit RR & Greathouse Bridge ($76,000)

$37,200.00 Total Approved Expenditures

$94,035.28 Total Unencumbered 1998-2001

INFORMATION
IIII 5

PRAB
REGULAR MEETING
JUNE 10, 1998

The meeting was called to order by Chairman Ackerman at 5:30 p.m. in Room 219 of the City Administration Building.

Members Present: Ackerman, Bleidt, Charboneau, Eads, Judy, Luttrell, Thiel

Members Absent: Staggs

Staff Present: Edmonston, Dugwyler, Nelson

Guests Present: None

Media Present: Tom Erpelding, *NWA Times*
Jill Rohrback, *Morning News*
Julie Tribble, *KIX 104*

I. Approval of PRAB May 4, 1998 meeting minutes
Approval of PRAB May 20, 1998 special meeting minutes

MOTION: THIEL/BLEIDT
The minutes from the May 4, 1998 and the May 20, 1998 PRAB meetings were approved as presented, 7-0-0.

II. Holcomb Elementary School Student Council Request:

Currently there are no soccer goals at the elementary school, and the Holcomb Student Council has requested the City to fund half of the cost for goals at Holcomb School Park. Ms. Edmonston said the goals would also be utilized for recreational purposes after school hours and on weekends. The cost of the materials is $163, and the cost of the nets is $80. West Campus would build the goals. The Parks Division recommended the nets be purchased by the Student Council because they will need to be taken down after use and stored in the school to deter vandalism or theft.

JUDY/BLEIDT
Ms. Judy moved to fund $82 from the Northwest Park District Green Space fund for soccer goal materials for Holcomb Elementary School.

The motion was approved 7-0-0.

III. Salem Village Land Donation Request:

Robert Whitfield, Project Manager of Salem Village, P.U.D. offered to donate an additional eight acres along Clabber Creek that adjoins the current 3.59 acres of park land. Mr. Ackerman and Ms. Edmonston visited the site with Mr. Whitfield in April. A small portion of the creek near the gazebo will remain with the property owners association for recreational purposes. The land is in the floodway and considered as wetlands. Use is limited by the U.S. Corp of Engineer's Wetlands. This land was considered as part of the P.U.D. requirement for the development. The Planning Office stated there is no provision prohibiting Parks from accepting land used as part of the P.U.D. requirement, however it has never been done before. Clabber Creek extends to the east running through Razorback Golf Course and intersects Hamstring Creek west of Bridgeport Subdivision.

During the discussion of the original 3.59 acres obtained from the green space requirement, the developer's covenants stated: "The Floodway, Recreational Green (Tract Three), and Natural Park shall be accessible to the public, subject to wetland restrictions and trail designation approved by the U.S. Army Corps of Engineers." This land would help Parks begin to acquire a trail corridor along Clabber Creek and possibly to Hamstring Creek. At some point, there would be private property to be obtained for the extension.

Mr. Ackerman said because this area was part of a floodway and wetlands area, there would be very little we could do other than make it a nice environment for people to walk and enjoy. There are very few wetlands properties in existence in the immediate area, and Mr. Ackerman felt this would enhance the parks system. Very little maintenance would be required. Ms. Eads asked if the walking area would remain natural. Mr. Ackerman said there was a natural walking path already started which would probably continue. Ms. Edmonston said the addition of foot bridges or any development would have to be approved by the U.S. Army Corps of Engineers.

THIEL/LUTTRELL
Ms. Thiel moved to accept the gift of land donation of eight acres along Clabber Creek from Robert Whitfield.

The motion was approved 7-0-0.

IV. Walker Park Parking Lot:

J & L Construction received the low bid for the construction of the Walker Park parking lot at $188,500 with a contingency of $18,850 for a total of $207,350. The bid was more than anticipated, but authorities have said this cost is in line for the 100 parking spaces proposed. Staff recommends for PRAB to approve $23,000 from the Green Space Fund - Southeast Park District. The Walker Park Sr. Citizens facility, $25,000 from Green Space, will be

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Mr. Ackerman said because this area was part of a floodway and wetlands area, there would be very little we could do other than make it a nice environment for people to walk and enjoy. There are very few wetlands properties in existence in the immediate area, and Mr. Ackerman felt this would enhance the parks system. Very little maintenance would be required. Ms. Eads asked if the walking area would remain natural. Mr. Ackerman said there was a natural walking path already started which would probably continue. Ms. Edmonston said the addition of foot bridges or any development would have to be approved by the U.S. Army Corps of Engineers.

THIEL/LUTTRELL
Ms. Thiel moved to accept the gift of land donation of eight acres along Clabber Creek from Robert Whitfield.

The motion was approved 7-0-0.

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rebudgeted in the 1999 Capital Improvement Program.

Ms. Edmonston reported this project is on the June 16, 1998 City Council Agenda, but it has been pulled from the consent agenda due to a concern over the Songbird Act of 1908. Staff is researching to uncover what this law entails. The architect has done an excellent job minimizing the number of trees which would be removed.

BLEIDT/CHARBONEAU

Mr. Bleidt moved to approve $23,000 from the Green Space Fund - Southeast Park District for this project and the transfer of $25,000 from Green Space budgeted for the Walker Park Sr. Citizens Center and rebudgeted in the 1999 Capital Improvement Program.

The motion was approved 7-0-0.

V. Ordinance Amendment:

PRAB recommended to increase the ballfield fees for tournaments at the February 11, 1998 meeting. In view of the fees changing periodically based on the rising costs of maintenance and utilities and being comparable with surrounding cities' fees, the City Attorney counseled the ordinance could be amended allowing the Parks and Recreation Superintendent to establish the fees.

Mr. Bleidt said on a state wide and national level in regards to use fees for parks, most of the time there is some sort of entity that is accountable directly to the people be it a commission or an elective body and questioned if the PRAB needed to examine the fee structures. Ms. Edmonston said the softball board also looked at fee structures. Mr. Ackerman felt this was appropriate, and these types of decisions can be made at the staff level.

THIEL/EADS

Ms. Thiel moved to recommend to City Council an ordinance amendment allowing the Parks and Recreation Superintendent to establish ballfield fees for tournaments.

The motion was approved 7-0-0.

VI. 5 Year Capital Improvement Program (CIP):

Parks Staff is in the process of planning the 5 year CIP. A Facilities Committee meeting will be set to review the plan before the July PRAB meeting. Ms. Edmonston encouraged PRAB input on the 5 year Capital Improvement Program.

VII. Other Business:

Ms. Judy inquired about the Sutton Street property. Ms. Edmonston said there was no word at this time regarding the offer made by the City. There was also some discussion regarding the status of the property located at the old water treatment facility on Mt. Sequoyah in regards to a park. The City has been working on the area, but at this time no official decision has been made as to how the property will be used.

VIII. Adjournment:

The meeting adjourned at 6:00 p.m.

MINUTES APPROVED: _____

MINUTES TAKEN BY: John L. Nelson
John L. Nelson

Transcribed 6/11/98 9:52 a.m.

VII. Other Business:

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VIII. Adjournment:

The meeting adjourned at 6:00 p.m.

MINUTES APPROVED: _____

MINUTES TAKEN BY: John L. Nelson
John L. Nelson

Transcribed 6/11/98 9:52 a.m.

INFORMATION
IIIJ.10

INFORMATION

ASBELL ELEMENTARY SCHOOL

1500 North Sang Avenue
Fayetteville, Arkansas 72703

June 17, 1998

Connie Edmonston
Fayetteville Parks and Recreation
Fayetteville, AR 72701

Dear Connie:

Our existing basketball court near the Asbell gym has deteriorated over the years to the point that children are getting hurt when they use it. The edge of the court is uneven, grass is growing in the middle of the court, and there are holes at each end by the basketball goals.

Our school enrollment has grown large enough that we badly need an additional basketball court to accommodate the needs of our students.

Fred Turrentine, the Maintenance Director for our school district, has agreed to resurface our existing basketball court and to surface an additional basketball court just north of the existing one.

I am writing to request that the Parks Department purchase backboards and goals for the new basketball court. We should still be able to continue to use the existing backboards and goals on the existing basketball court.

The Parks Department has been a good friend to Asbell and has purchased many items that benefit our students every day. I hope that this request will also receive approval.

Sincerely,

Jim Paul

Jim Paul
Principal

Post-it® Fax Note 7671	Date 6-17-98	# of pages ▶ 1
To Connie Edmonston	From Jim Paul	
Co./Dept. Parks and Rec.	Co. Asbell Elem.	
Phone # 444-3471	Phone # 444-3080	
Fax # 521-7714	Fax # 444-3032	

INFORMATION
III.11

CITY OF FAYETTEVILLE
BID QUOTATIONS #3

Purchase Date	June 4, 1998	
Investment Offered	$900,000.00	($880,000.00 If T – Note)
Maturity Date Requested	Nov. 15 – 30, 1999	(November 18, 1999 If CD)
Number of Days	529 – 544 Days	(532 Days if CD)

	NATIONSBANK	Awarded MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	06/04/98
MATURITY DATE	11/18/99	11/18/99	11/18/99	11/18/99
DISCOUNT OR COUPON RATE				
YIELD		5.577		
DAYS BID	532	532	532	532
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	5.300	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		73,156.13		
CD EFFECTIVE YIELD		5.577		
T – BILL EFFECTIVE YIELD				
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
IIIJ.12

CITY OF FAYETTEVILLE
BID QUOTATIONS **#3**

Purchase Date	June 4, 1998	
Investment Offered	$900,000.00	($880,000.00 If T – Note)
Maturity Date Requested	Nov. 15 – 30, 1999	(November 18, 1999 If CD)
Number of Days	529 – 544 Days	(532 Days If CD)

	A G EDWARDS	DEAN WITTER	MERRILL LYNCH	
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	
MATURITY DATE	11/30/99	11/30/99	11/30/99	
DISCOUNT OR COUPON RATE	5.625	5.625	5.625	
YIELD	5.540	5.381	5.530	
DAYS BID	544	544	544	
T – BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T – BILL INTEREST EARNINGS				
T – NOTE/OTHER BIDS				
FACE VALUE	880,000.00	880,000.00	880,000.00	
BOOK VALUE	881,100.00	883,025.00	881,100.00	
HANDLING FEE		2.35		
T – NOTE INTEREST EARNINGS	75,601.97	75,543.26	75,598.28	
CALCULATED YIELD	5.521	5.366	5.521	
DISCOUNT/(PREMIUM)	(1,100.00)	(3,025.00)	(1,100.00)	
PURCHASE INTEREST	540.98	540.98	540.98	
CD BID				
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T – BILL EFFECTIVE YIELD				
T – NOTE/OTHER EFFECTIVE YIELD	5.521	5.366	5.521	

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
IIIJ.13

INFORMATION

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date June 18, 1998

Investment Offered $1,500,000.00 ($1,540,000.00 If T-Bill)

Maturity Date Requested December 17, 1998

Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/18/98	06/18/98	06/18/98	06/18/98
MATURITY DATE	12/17/98	12/17/98	12/17/98	12/17/98
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	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 _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS **#1**

Purchase Date	June 18, 1998			
Investment Offered	$1,500,000.00	($1,540,000.00 if T – Bill)		
Maturity Date Requested	December 17, 1998			
Number of Days	182 Days			
	A. G. EDWARDS	DEAN WITTER	Awarded MERRILL LYNCH	
SETTLEMENT DATE	06/18/98	06/18/98	06/18/98	06/18/98
MATURITY DATE	12/17/98	12/17/98	12/17/98	12/17/98
DISCOUNT OR COUPON RATE		5.050	5.110	
YIELD		5.250	5.318	
DAYS BID	182	182	182	182
T – BILL BIDS				
CALCULATED YIELD		5.254	5.318	
FACE VALUE		1,540,000.00	1,540,000.00	
BOOK VALUE		1,500,682.94	1,500,215.79	
HANDLING FEE		2.35		
T – BILL INTEREST EARNINGS		39,317.06	39,784.21	
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			
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T – BILL EFFECTIVE YIELD		5.254	5.318	
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date June 18, 1998

Investment Offered $800,000.00 ($835,000.00 If T – Bill)

Maturity Date Requested April 1, 1999

Number of Days 287 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/18/98	06/18/98	06/18/98	06/18/98
MATURITY DATE	04/01/99	04/01/99	04/01/99	04/01/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	287	287	287	287
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	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 _____

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LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	June 18, 1998	
Investment Offered	$800,000.00	($835,000.00 if T – Bill)
Maturity Date Requested	April 1, 1999	
Number of Days	287 Days	

	A. G. EDWARDS	DEAN WITTER	Awarded MERRILL LYNCH	
SETTLEMENT DATE	06/18/98	06/18/98	06/18/98	06/18/98
MATURITY DATE	04/01/99	04/01/99	04/01/99	04/01/99
DISCOUNT OR COUPON RATE		5.080	5.130	
YIELD		5.316	5.370	
DAYS BID	287	287	287	287
T – BILL BIDS				
CALCULATED YIELD		5.368	5.423	
FACE VALUE		835,000.00	835,000.00	
BOOK VALUE		801,183.43	800,850.59	
HANDLING FEE		2.35		
T – BILL INTEREST EARNINGS		33,816.57	34,149.41	
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			
CD INTEREST EARNINGS				
INTEREST ON INTEREST				
BASIS				
CD EFFECTIVE YIELD				
T – BILL EFFECTIVE YIELD		5.368	5.423	
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

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LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
III.17
INFORMATION

CITY OF FAYETTEVILLE
BID QUOTATIONS **#1**

Purchase Date June 4, 1998

Investment Offered $860,000.00 ($885,000.00 if T-Bill)

Maturity Date Requested December 3, 1998

Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	06/04/98
MATURITY DATE	12/03/98	12/03/98	12/03/98	12/03/98
DISCOUNT OR COUPON RATE				
YIELD		5.258		
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	5.130	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		22,547.06		
CD EFFECTIVE YIELD		5.258		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
IIIJ.18

INFORMATION

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date: June 4, 1998

Investment Offered: $880,000.00 ($885,000.00 If T-Bill)

Maturity Date Requested: December 3, 1998

Number of Days: 182 Days

	A. G. EDWARDS	DEAN WITTER	Awarded MERRILL LYNCH	
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	
MATURITY DATE	12/03/98	12/03/98	12/03/98	
DISCOUNT OR COUPON RATE	5.070	5.000	5.080	
YIELD	5.300	5.200	5.286	
DAYS BID	182	182	182	
T-BILL BIDS				
CALCULATED YIELD	5.279	5.201	5.286	
FACE VALUE	885,000.00	885,000.00	885,000.00	
BOOK VALUE	862,301.49	862,629.17	862,273.20	
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	22,698.51	22,370.83	22,726.80	
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID				
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD	5.279	5.200	5.286	
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

_____

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date June 4, 1998

Investment Offered $900,000.00 ($950,000.00 if T – Bill)

Maturity Date Requested May 27, 1999

Number of Days 357 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	06/04/98
MATURITY DATE	05/27/99	05/27/99	05/27/99	05/27/99
DISCOUNT OR COUPON RATE				
YIELD		5.452		
DAYS BID	357	357	357	357
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	5.250	No Bid	No Bid
CD INTEREST EARNINGS		47,989.77		
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD		5.452		
T – BILL EFFECTIVE YIELD				
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
IIIJ.20

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date June 4, 1998

Investment Offered $900,000.00 ($950,000.00 if T – Bill)

Maturity Date Requested May 27, 1999

Number of Days 357 Days

	Awarded A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH	
SETTLEMENT DATE	06/04/98	06/04/98	06/04/98	
MATURITY DATE	05/27/99	05/27/99	05/27/99	
DISCOUNT OR COUPON RATE	5.110	5.020	5.100	
YIELD	5.390	5.288	5.370	
DAYS BID	357	357	357	
T – BILL BIDS				
CALCULATED YIELD	5.460	5.356	5.446	
FACE VALUE	950,000.00	950,000.00	950,000.00	
BOOK VALUE	901,840.33	902,707.42	901,958.50	
HANDLING FEE		2.35		
T – BILL INTEREST EARNINGS	48,159.67	47,292.58	48,041.50	
T – NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T – NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID				
CD INTEREST EARNINGS				
INTEREST ON INTEREST				
BASIS				
CD EFFECTIVE YIELD				
T – BILL EFFECTIVE YIELD	5.460	5.356	5.446	
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

_____

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	June 25, 1998	
Investment Offered	$665,000.00	($640,000.00 If T – Note)
Maturity Date Requested	January 15 – 31, 2000	(1/20/2000 If CD)
Number of Days	569 – 585 Days	(574 Days if CD)

	NATIONSBANK	**Awarded** MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	06/25/98	06/25/98	06/25/98	06/25/98
MATURITY DATE	01/20/2000	01/20/2000	01/20/2000	01/20/2000
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	574	574	574	574
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	5.320	No Bid	5.300
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		58,734.07		58,504.33
CD EFFECTIVE YIELD		5.616		5.594
T – BILL EFFECTIVE YIELD				
T – NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

Brian Swan 6-25-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

INFORMATION
IIIJ.22

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date June 25, 1998

Investment Offered $665,000.00 ($640,000.00 if T – Note)

Maturity Date Requested January 15 – 31, 2000 (1/20/2000 if CD)

Number of Days 569 – 585 Days (574 Days if CD)

	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH	
SETTLEMENT DATE	06/25/98	06/25/98	06/25/98	
MATURITY DATE	01/31/2000	01/31/2000	01/31/2000	
DISCOUNT OR COUPON RATE			5.375	
YIELD			5.475	
DAYS BID	585	585	585	
T – BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T – BILL INTEREST EARNINGS				
T – NOTE/OTHER BIDS				
FACE VALUE			640,000.00	
BOOK VALUE			639,000.00	
HANDLING FEE		2.35		
T – NOTE INTEREST EARNINGS			56,654.91	
CALCULATED YIELD			5.463	
DISCOUNT/(PREMIUM)			1,000.00	
PURCHASE INTEREST			13,779.01	
CD BID				
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T – BILL EFFECTIVE YIELD				
T – NOTE/OTHER EFFECTIVE YIELD			5.463	

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

Brian Swaim 6-25-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

AGENDA REQUEST

July 7

MEETING OF ~~JUNE 16~~, 1998

SUNBRIDGE DRIVE EXTENSION

VILLA BOULEVARD TO NORTH COLLEGE AVENUE

ADDENDUM "A" CONTENTS
TIME LINE
CURRY FAMILY TRUST & KEVIN AND BARBARA CURRY

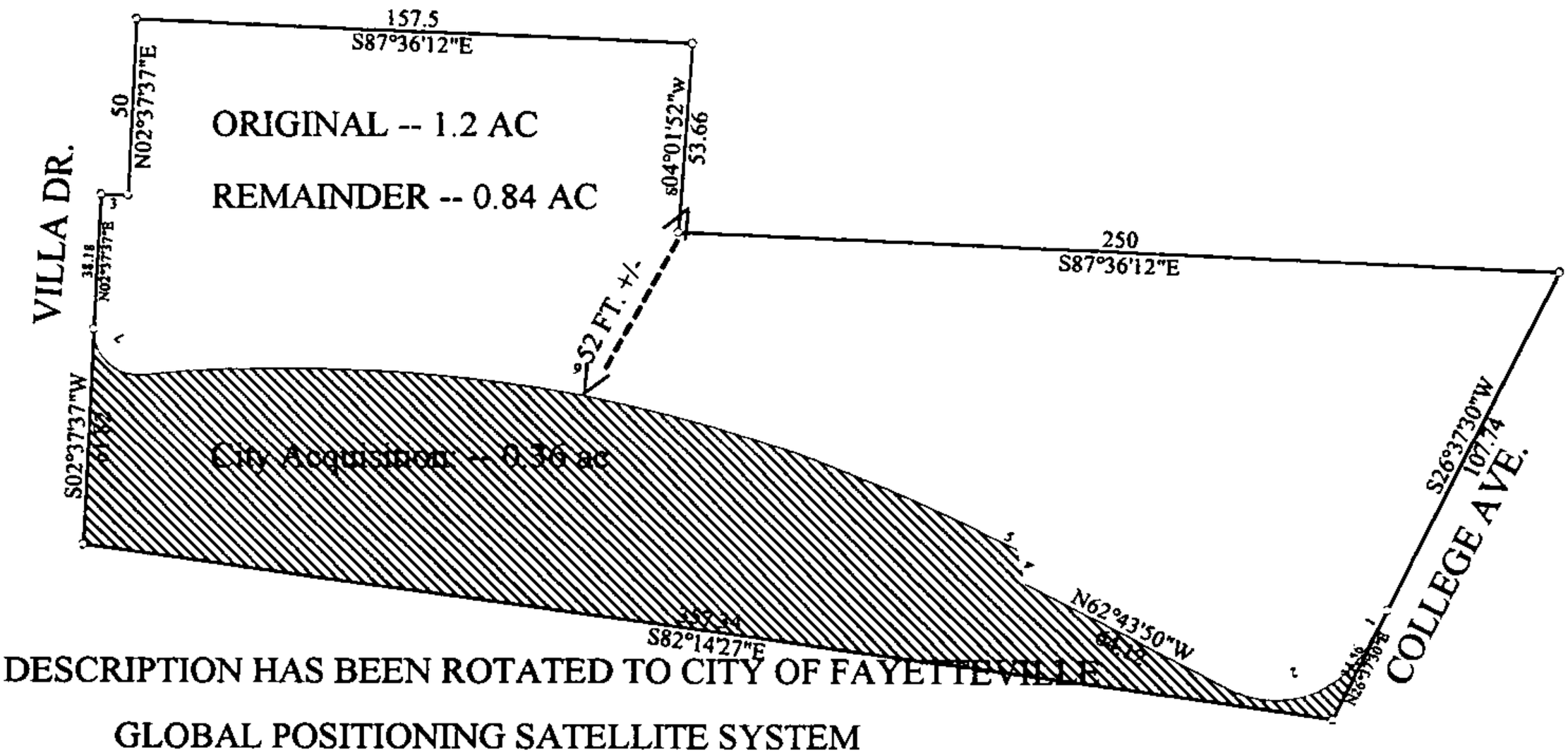
04-07-97	Letter to Associated Appraisers requesting appraisal.
04-16-97	Date of Appraisal.
10-06-97	Original Offer Letter -- $143,234.
02-04-98	Letter from Jim McCord -- counter offer; $243,234.
03-05-98	Revised Offer Letter -- $177,935.
03-16-98	Letter from Jim McCord -- counter offer; $218,234.
04-02-98	Letter from Associated Appraisers; $23,500 severance damages.
04-07-98	Revised Offer Letter No. 2 -- $201,435: offer accepted verbally.
04-29-98	Letter from McCord indicating specific construction requirements.
05-01-98	Sent *Offer and Acceptance Contract* for client signature.

TRACT # 1

Ronald W. Curry & Mary A. Curry, Trustees of the Curry Family Trust u/t/d 9-20-93

and

Kevin and Barbara Curry



DESCRIPTION HAS BEEN ROTATED TO CITY OF FAYETTEVILLE

GLOBAL POSITIONING SATELLITE SYSTEM

Title: Curry Property Acquisition		Date: 04-10-1998
Scale: 1 inch = 60 feet	File: SUNB-01T.WMF	

Tract 1: 0.363 Acres: 15809 Sq Feet: 1468.7 Sq Meters: No significant closure error. : Perimeter = 864 feet
Tract 2: 1.204 Acres: 52438 Sq Feet: 4871.6 Sq Meters: No significant closure error. : Perimeter = 1118 feet

001=/N87.3612W 317
002=/S26.3730W 107.94
003=S29.5206W 10
004: Rt, R=30, Arc=47.97, Delta=91.3724
Brg=S71.2816W, Chd=43.02
005=N62.4350W 64.12
006=N14.0826W 10
007=N62.4350W 6.76
008: Lt, R=435, Arc=249.60
Brg=N79.1006W, Chd=246.18
009: Rt, R=12.5, Arc=21.43
Brg=N46.2920W, Chd=18.90
010=S02.3737W 61.82
011=S82.1427E 357.34
012=N26.3730E 34.56
013=@11
014=**N02.3737E 61.83
015=N02.3737E 38.18
016=S87.3612E 7.6
017=N02.3737E 50
018=S87.3612E 157.5
019=s04.0152w 53.66
020=S87.3612E 250
021=S26.3730W 107.74
022=**S26.3730W 34.56
023=**n82.1427w 357.34

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 7, 1997

Keith Schultz
Associated Appraisers, Inc.
555 E. E. J. Ball Plaza
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
Ronald W. Curry and Mary A. Curry Trust
Pt. Parcel No. 765-16016-000
2577 N. College Ave.
Appraisal Quotation

Dear Kerry;

The City of Fayetteville is considering the extension of Sunbridge Drive, from Villa Boulevard to College Avenue. The proposed routing is roughly as shown in the attached diagrams, although the locations are only preliminary at this time.

The particular property in question, and for which we need to obtain an appraisal, is the Curry Family Trust property, Parcel No. 765-16016-000. Included herewith are the Accessors cards and deeds for this tract. It is noted that the deed (93-59180) indicates the area to be 0.72 acres, however, when plotted, the area is approximately 1.21 acres. The City is looking to acquire approximately 13,405 ft^2 (0.308 Ac) of this land as shown.

Mr. Curry, in discussions with our engineers, has indicated that the City acquisition of this land will cause him problems on the on-going sale of this property to a potential buyer (Wendy's). If the City were to acquire the land as shown herein, what damages, if any, would it have to the remainder? This aspect must be evaluated in the determination of the value of the proposed acquisition. Mr. Curry must be contacted on this matter.

Please give us a quotation for the preparation of a short form narrative appraisal on this proposed acquisition by the City. Appraisal should include comparables, an explanation of any damages which the acquisition may have, if any, to the remainder, as well as the loss of income from Justin's Clubhouse which is part of the acquisition area.

As is normal in these type of requests, the City would like to obtain this appraisal as soon as possible since we are putting the project on-hold until we know what kind of dollar value we looking at for this property. This appraisal is only for Parcel No. 765-16016-000.

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

Please give me a call at 444-3415 before the end of the workday on Friday, April 11th, 1997 with your quote on the cost, start time and completion date for this appraisal. If you do not reach us, please leave your message on the recorder. We appreciate your time to bid on this work.

Sincerely,

Edward D. Connell
City Land Agent

Enclosures

/edc

15,794 @ 6.00 = 94,764

Imp. 46,000

TCE
4,117@0.60 2470

143,234 ✓

To Wayne
4-29-97

OPERTY APPRAISAL REPORT
BY
PPRAISERS, INC.
Ball Plaza
lle, Arkansas
521-2717

JOB DESIGNATION: Sunbridge Drive Extension
Pt Parcel #765-16016-000

APPRAISAL REQUESTED BY: The City of Fayetteville, Arkansas

Name of Owner: Ronald Curry Trust

Owner's Address: 2442 Jimmie Avenue, Fayetteville, AR 72703

Address of Parcel: 2571 North College, Fayetteville, AR 72703

PURPOSE OF APPRAISAL:

The property acquired by the right of eminent domain will be used by City of Fayetteville, Arkansas to extend Sunbridge Drive from Villa Boulevard to North College Avenue.

PROPERTY INSPECTION DATA:

Owner Notified: Unknown
Date of Inspection: April 16, 1997
Present at Inspection: Mr. Justin

LEGAL DESCRIPTION OF PARCEL: See attached.

LEGAL DESCRIPTION OF PARTIAL TAKING: See attached. 6.00/ft²

Area of Parcel: 1.209 acres
Area of Partial Taking: 13,405 sq. ft or 0.308 acres
Location of Partial Taking: ~~southern edge of~~ property
Location and size of Temporary Construction Easement: None

ESTIMATE OF JUST COMPENSATION: REVISE TO 15,794 ft² or 0.362 Ac

ESTIMATE OF FAIR MARKET VALUE BEFORE TAKING:

Land:	$315,984.00
Improvements:	$ 46,000.00
Total:	$361,984.00
Say:	**$362,000.00**

DISCUSSION OF SEVERANCE DAMAGE:

The term "severance damage" is often misunderstood, and it is most important that no confusion exists as to the difference between severance damage and consequential damage. Severance damage is the loss in value of the remaining parcel after the taking as compared to the value of the remaining parcel before the taking, when it was considered as a part of the whole. Severance damage, therefore, can rise only in the case of partial takings -- that is, where there is a taking of a part of a larger parcel.

NO - N.A.D.

Where the taking is in easement form, the severance is of property rights only; but just because there is a physical severance, it does not follow, by itself, that severance damages have also been created to the remainder of the land. In this case the extension of Sunbridge Drive will not, in my opinion, result in any severance damage to the subject property.

DISCUSSION OF ENHANCED VALUE:

Where the public use for which a portion of a person's land is taken so enhances the value of the remainder by local, peculiar and special benefits that the remainder is more valuable than the whole was before the taking, the owner has received just compensation.

CITY OF FAYETTEVILLE V. STONE, 194 Ark. 218, 106 S.W. 2nd. 158.

General benefits should not be considered in assessing damages for the construction of a public improvement because it would be unjust to charge the owner whose property has been taken with benefits he receives in common with the community in general, when other landowners, whose property is not taken, enjoy the benefits equally. The same reason does not apply to special benefits.

LITTLE ROCK & FT.S. RY. V. ALLISTER, 68 Ark. 600, 60 S.W. 953.

Enhanced value then arises when the remainder is more valuable than the whole was before the taking and the just compensation is the enhancement in value. In this case it is our opinion that the subject property will be enhanced due to having frontage on two street systems. However, we were unable to determine the value of the enhancement from market data.

ESTIMATE OF FAIR MARKET VALUE AFTER THE TAKING

Land:	$235,554.00
Improvements:	None
Total:	$235,554.00
Say:	**$235,500.00**

ESTIMATE OF JUST COMPENSATION

$126,500.00

VALUATION OF PARCEL:

MARKET APPROACH

See brochure of sales of comparable properties, submitted with this report.

Based on the listed comparables, as well as an inspection of the subject property, it is my opinion that the estimated Fair Market Value of the subject property is as follows:

Estimate of Value Before Imposition of Taking: $356,000.00

Estimate of Value After Imposition of Taking: $235,500.00

THE COST APPROACH

COST ESTIMATE FOR: The City of Fayetteville, Arkansas
PROPERTY OWNER: Ronald Curry Trust
ADDRESS: 2571 North College, Fayetteville, Arkansas
SURVEYED BY: Keith L. Schultz, CRA
DATE OF SURVEY: 4/16/97

OCCUPANCY: RETAIL STORE

CLASS: D Frame
EFFECTIVE AGE: 10 YEARS
NUMBER OF STORIES: 1.0
FLOOR AREA: 1,212 Sq. Ft.
COST RANK: 2.0 Average
CONDITION: 2.0 Badly worn
AVERAGE STORY HEIGHT: 10.0
COST AS OF: 4/97

COMPONENT	UNITS	COST	REPLACEMENT COST NEW	REPLACEMENT COST DEPR
EXCAVATION & SITE PREPARATION:				
Site Preparation.....	1,212	0.14	170	151
FOUNDATION:				
Concrete, Bearing walls.....	1,212	1.13	1,370	1,219
FLOOR STRUCTURE:				
Wood Joists and Sheathing.....	1,212	3.39	4,109	3,657
Vapor Barrier.....	1,212	0.43	521	464
SUBTOTAL.....			4,630	4,121
FLOOR COVER:				
Carpet and Pad.....	1,212	1.92	2,327	2,071
CEILING:				
Acoustical, Mineral Fiber.....	1,212	1.05	1,273	1,133
Suspended Ceiling.....	1,212	0.88	1,067	950
Ceiling Insulation.....	1,212	0.43	521	464
SUBTOTAL.....			2,861	2,547
INTERIOR CONSTRUCTION:				
Interior Construction, Framed.	1,212	3.58	4,339	3,862
PLUMBING:				
Plumbing Fixtures.....	3	1,242	3,726	3,316
HEATING AND COOLING:				
Warm and Cooled Air.....	1,212	3.89	4,715	4,479
ELECTRICAL:				
Electrical.....	1,212	3.34	4,048	3,603
EXTERIOR WALL:				
Textured Plywood.....	1,486	7.59	11,279	10,038
Sheathing.....	1,486	0.55	817	727
SUBTOTAL.....			12,096	10,765
STORE FRONT:				
Store Front.....	60	23.10	1,386	1,234
ROOF STRUCTURE:				
Wood joists, Wood deck.....	1,212	2.91	3,527	3,139
ROOF COVER:				
Built-Up Composition.....	1,212	1.12	1,357	1,208
Insulation.....	1,212	0.69	836	744
SUBTOTAL.....			2,193	1,952
REPLACEMENT COST NEW.....	1,212	39.10	47,388	
DEPRECIATION.....	<10.4%>		<4,929>	
DEPRECIATED COST.....				42,459
ADD: Parking & Driveways				3,500
TOTAL				$46,049
SAY				**$46,000**

Cost Data by MARSHALL & SWIFT

HISTORY OF OWNERSHIP:

In accordance with the new standards of professional practice of the American Institute of Real Estate Appraisers the appraiser is to provide the lender with a three (3) year history of ownership of the subject property. The history of ownership is also a requirement under Federal Banking regulations. The reader should recognize however, that in some cases substantial changes in the market for a particular parcel of property may occur in a short period of time just as an intervening owner may have improved the property since acquisition or on the other hand allowed the improvements to deteriorate significantly.

Washington County records indicate that the current owner has been the owner of record of the subject property for more than the past three years.

TAX INFORMATION:

The subject property is currently assessed by the Washington County assessor's office as follows:

Land:	$194,800.00
Improvements:	$211,450.00

Washington County real property,as the rest of the state, is assessed at twenty (20) per cent of market value. The current assessment indicates an annual tax liability of approximately **$3,940.**

It should be noted that the county has recently been reassessed and real property taxes will be increased.

HIGHEST AND BEST USE:

> **Highest and Best Use**[1] - That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.
>
> Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.
>
> The definition above applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined from the existing use. The existing use will continue, however, unless and until land in its highest and best use exceeds the total value of the property in its existing use.
>
> Implied within these definitions is recognition of the contribution of that specific use, to community environment or the community development goals in addition to wealth maximization of individual property owners.

[1]Real Estate Appraisal Terminology, page 107

HIGHEST AND BEST USE
Continued

The highest and best use of the subject tract is based on the trends in development in the neighborhood, access to major streets and highway, the local market for similar properties, and overall market trends in the area.

The subject property is currently zoned C-2 (Highway Commercial). A change in zoning is probably not possible when considering the development of the immediate neighborhood.

When considering the location, surrounding land uses, terrain and topography and configuration, it is our opinion that the highest and best use, if vacant, is for development consistent with the zoning regulations.

NEIGHBORHOOD DATA

For appraisal purposes, a neighborhood is considered to be a portion of a larger community, or an entire community, in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well-defined natural or man-made barriers or they may be more or less well-defined by a distinct change in land use or in the character of the inhabitants.

The neighborhood can best be described as commercial development oriented to vehicular traffic. Neighborhood boundaries could be described as Zion Road as it intersects with U.S. Highway 71 North to the north, Township Road as it intersects U.S. Highway 71 to the south, and that property lying between the two to the depth of current commercial zoning regulations to either side of Highway 471 Business, also known as North College Avenue.

The neighborhood lies in the north section of the City of Fayetteville, Washington County, Arkansas and can best be noted by the neighborhood map on the facing page of this report.

The neighborhood has been intensively developed in the past fifteen years with a wide variety of commercial uses requiring a high traffic count and traffic visibility. with the completion of the Northwest Arkansas Plaza (located approximately one and one-half miles north of the subject property), an enclosed shopping mall, during 1970-1971, the retail trade center of the city shifted from the downtown square area to the north. As a consequence, development of unimproved property lying on either side of the highway proceeded rapidly with the most significant category of development being fast food restaurants. In addition, real property values escalated at a rate significantly above the norm for the city as a whole.

[1]Real Estate Appraisal Terminology, page 107

Surrounding land uses are mixed with commercial development along North College Avenue to the north and south and primarily residential development to the east and west with the Rolling Hills, Oak Manor, and Rolling Meadows Subdivisions being located east and northeast of the subject property. Summerhill and Sweetbriar Subdivisions are also located to the northeast, and the Bishop, Villa, and Fiesta Subdivisions are located to the west and north.

Major commercial development includes a K Mart Discount Center (recently purchased by a local owner and leased to a mixture of national tenants, a Wal-Mart Discount Center, a large bowling alley and office complex that has been converted to office and retail use, and a very large discount supermarket and associated strip shopping center located to the north of the subject, a discount motel complex, and a number of smaller commercial buildings to the north and lying on the east side of North College Avenue. The development of the strip shopping center located adjacent to the Wal Mart Discount Center and the shopping complex located to the north of rolling Drive are both relatively new and have been constructed in the past ten years. We also noted a discount grocery store, a family dental center, a franchised automobile lubrication facility and several new franchised food units in the immediate neighborhood.

The neighborhood to the south is similarly developed with restaurants, two automobile dealerships, and other retail facilities. The neighborhood also has good residential backup to the east and west.

Research into real estate transactions in the neighborhood indicate that real property values have continued to increase at rates above the norm for the city as a whole.

DESCRIPTION OF SUBJECT PROPERTY

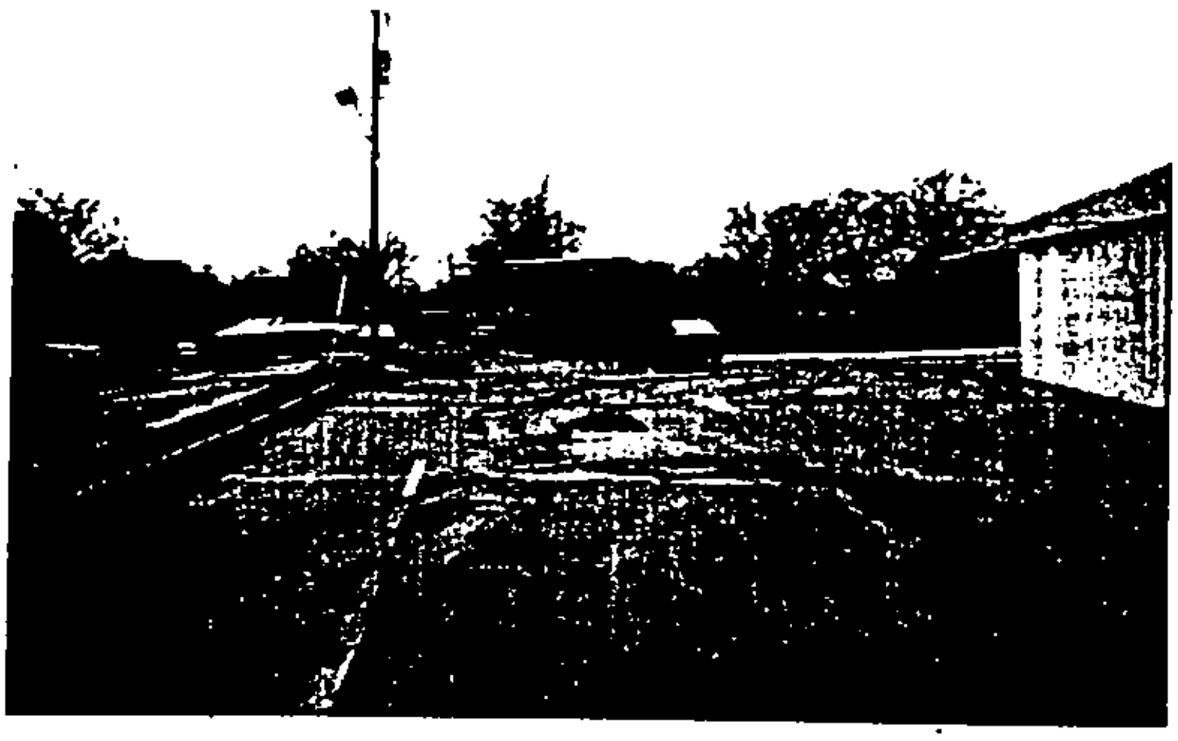
Site Data

The site consists of a rectangular shaped parcel of improved property located at 2571 North College Avenue in the northwest quadrant of the City of Fayetteville, Washington County, Arkansas.

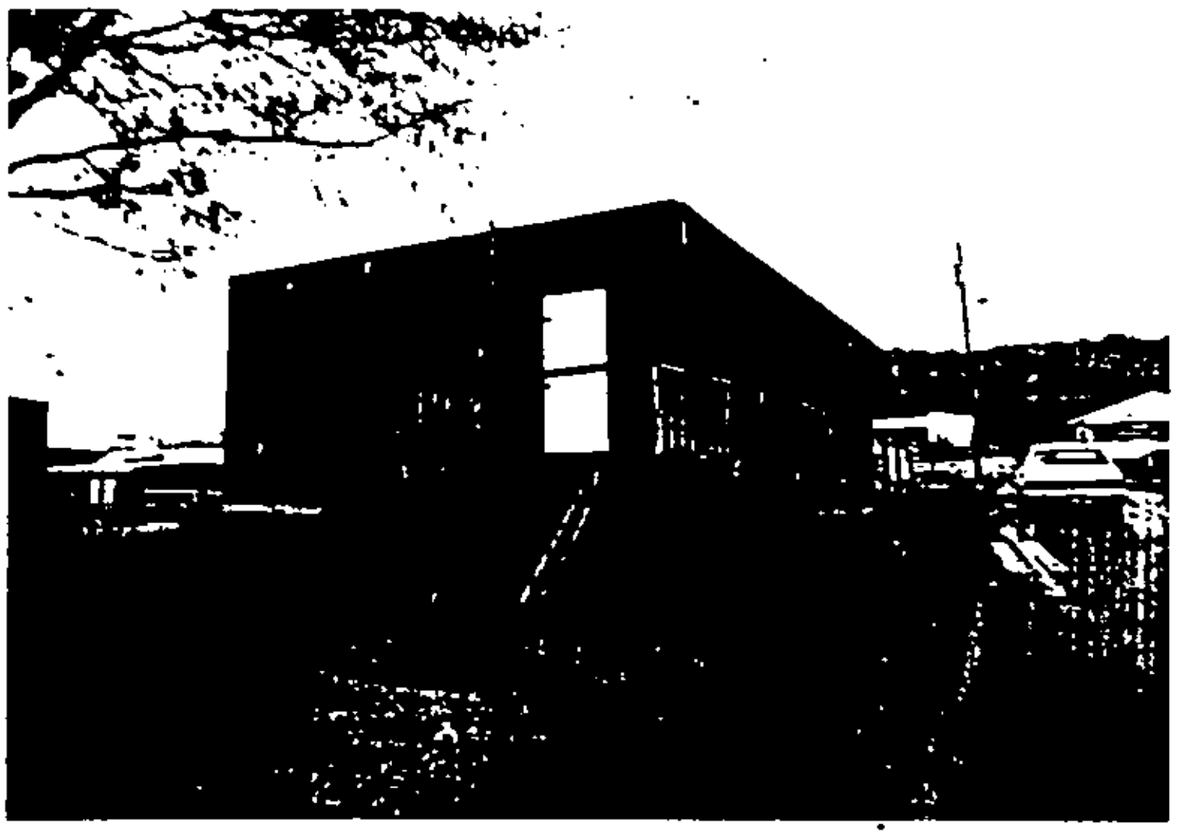
The site has approximately 142 feet of frontage on the west side of North College Avenue (U.S. Highway 71 Business) and a depth running west of approximately 400 feet. The parcel lies at the grade of North College Avenue to a depth of approximately 150 feet, and then slopes gently downward to the west. drops downward. A recent survey provided this office indicates that the property has approximately 100 feet of frontage on Villa Boulevard at the rear of the site. In all, the site contains approximately **1.209 acres**. Please see the survey calculations in the addenda to this report.

An inspection of the site revealed no apparent adverse easements or encroachments. Drainage appears to be adequate and **the site is not located in a H.U.D. identified flood zone.** Soil tests were neither conducted nor provided this office and no opinion is expressed regarding the suitability of the soil for intensive development.

[1]Real Estate Appraisal Terminology, page 107



Taking Area- looking West



Justin's Rear View

Interior View

Neighborhood View

DESCRIPTION OF SUBJECT PROPERTY
Continued

Site Data

In conclusion, the site is well located on one of the most heavily traveled thoroughfares in the state, is zoned for commercial development, and is of adequate size for a wide variety of commercial uses including the current use as the site of an older commercial building with frontage on North College Avenue, and a small (1,212 sq. ft.) frame retail building located on the south property line to the west of the larger building.

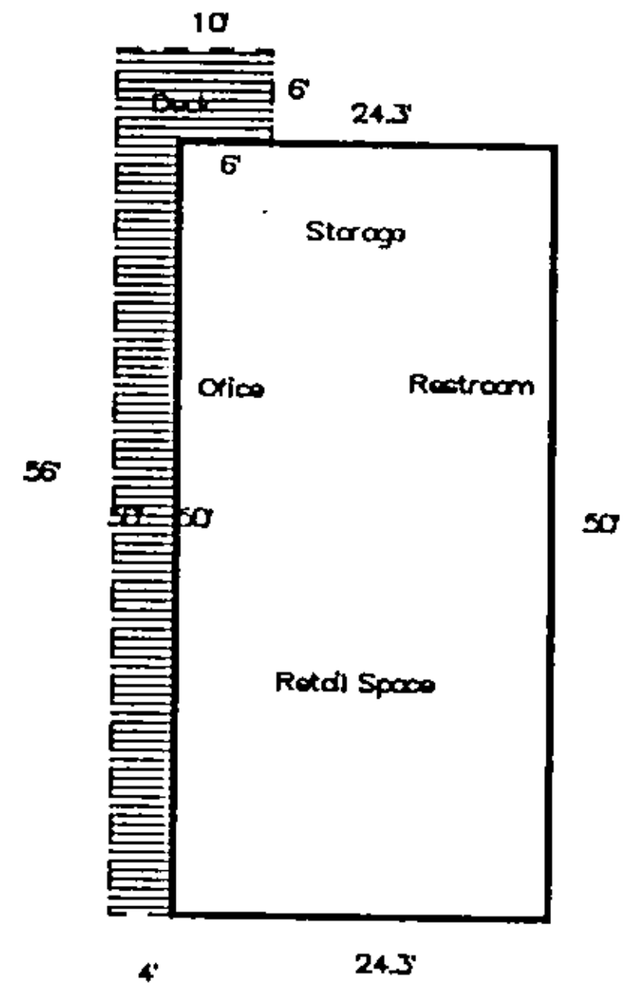
DESCRIPTION OF PARTIAL TAKING

The property sought to be acquired by the City of Fayetteville for the extension of Sunbridge Drive from Villa Boulevard to North College Avenue consists of a triangular shaped parcel of property improved with retail building of wood frame and wood sided construction of average design and quality and in average condition. According to my measurements the building contains approximately 1,212.5 square feet in area and has an effective age of ten years. My inspection indicated that the majority of the building was devoted to retail sales space with one small office, a single restroom, and small storage area. The building has a built up roof, carpet and pad, drop ceiling, and recessed flourescent lighting. The tenant advised that he paid $425.00 per month in rent as well as utilities with the owner paying taxes and real property insurance.

According to the survey provided this office, the partial taking is a strip of land with approximately 50 feet of frontage on the east side of Villa Boulevard, an depth running east of approximately 337.56 feet. In all, the site contains approximately **.308 acres**. Please see the survey calculations in the addenda to this report.

KEITH L. SCHULTZ

[1]Real Estate Appraisal Terminology, page 107

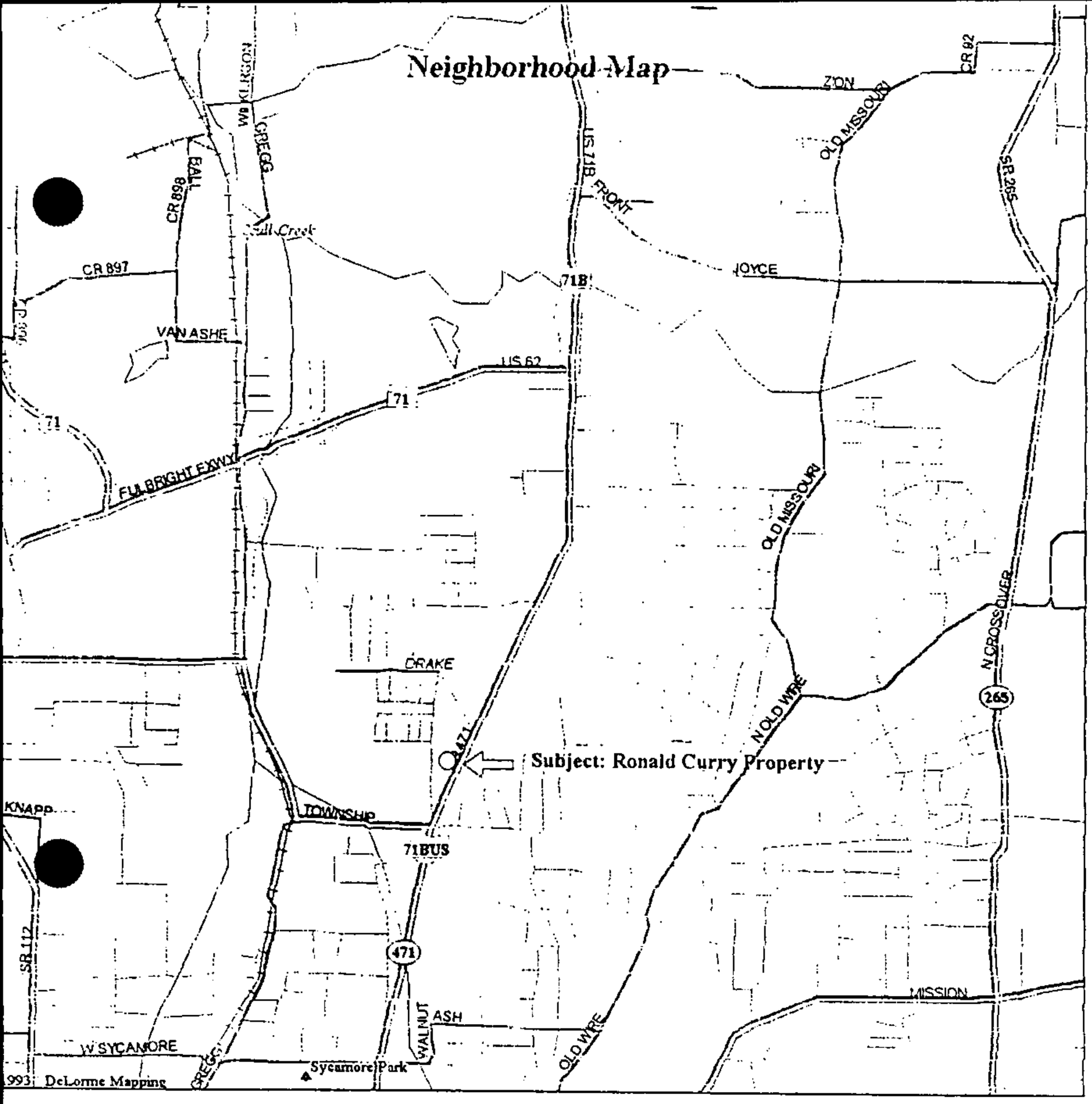


2571 North College

SCALE: 1 inch = 1

NAME OF AREA	TOTALS
First Floor	1212.50
Porch	260.00

Neighborhood Map



LEGEND

- State Route
- Town, Small City
- Park
- US Highway
- Population Center
- Street, Road
- Hwy Ramp
- Major Street/Road
- State Route
- US Highway
- [redacted]ad
- River

Open Water

Scale 1:31,250 (at center)

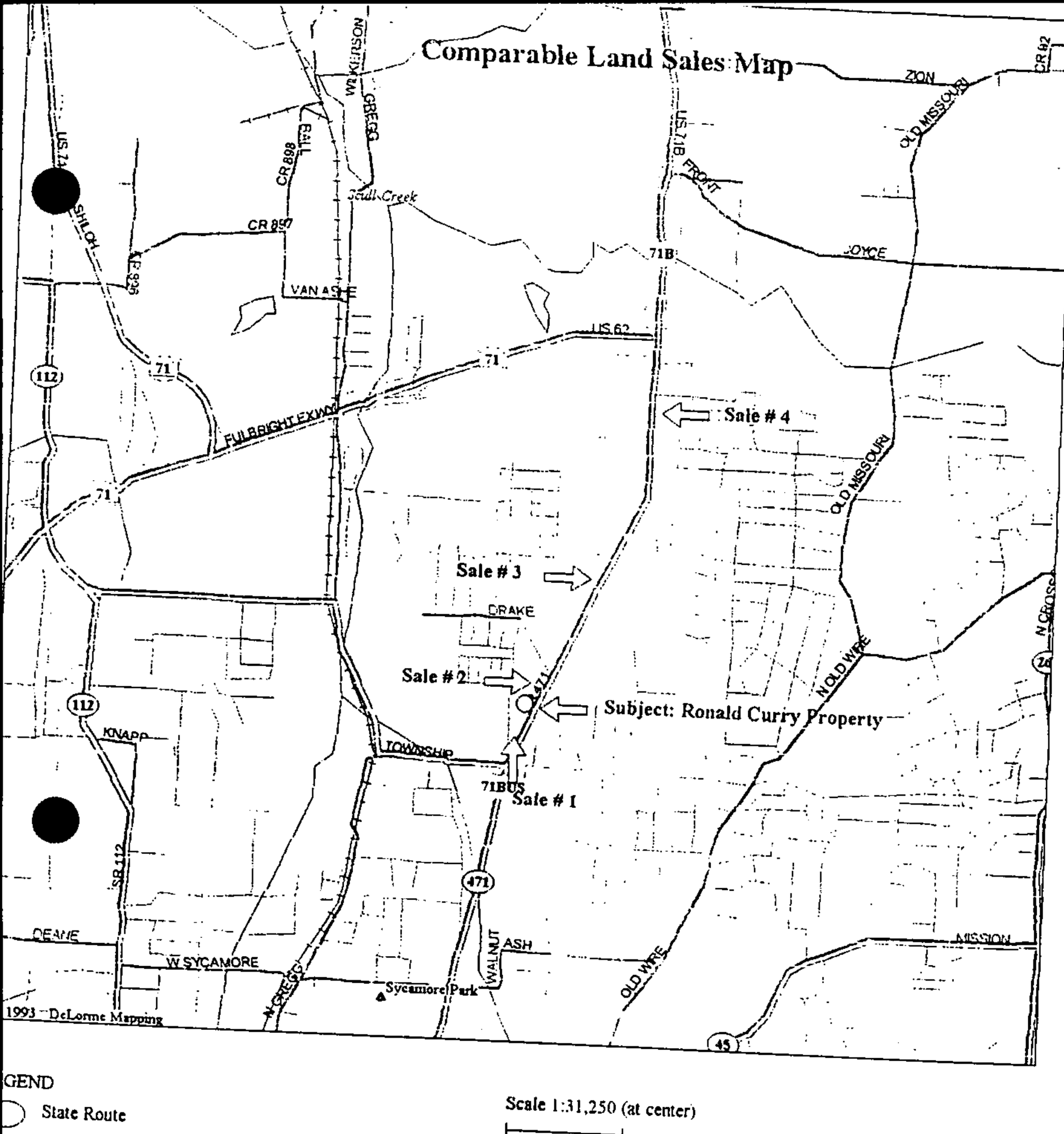
2000 Feet

1000 Meters

Mag 14.00

Mon Apr 28 09:36:14 1997

Comparable Land Sales Map



GEND

- State Route
- Park
- US Highway
- Population Center
- Street, Road
- Hwy Ramp
- Major Street/Road
- State Route
- US Highway
- *Railroad*
- [redacted]
- Open Water

Scale 1:31,250 (at center)

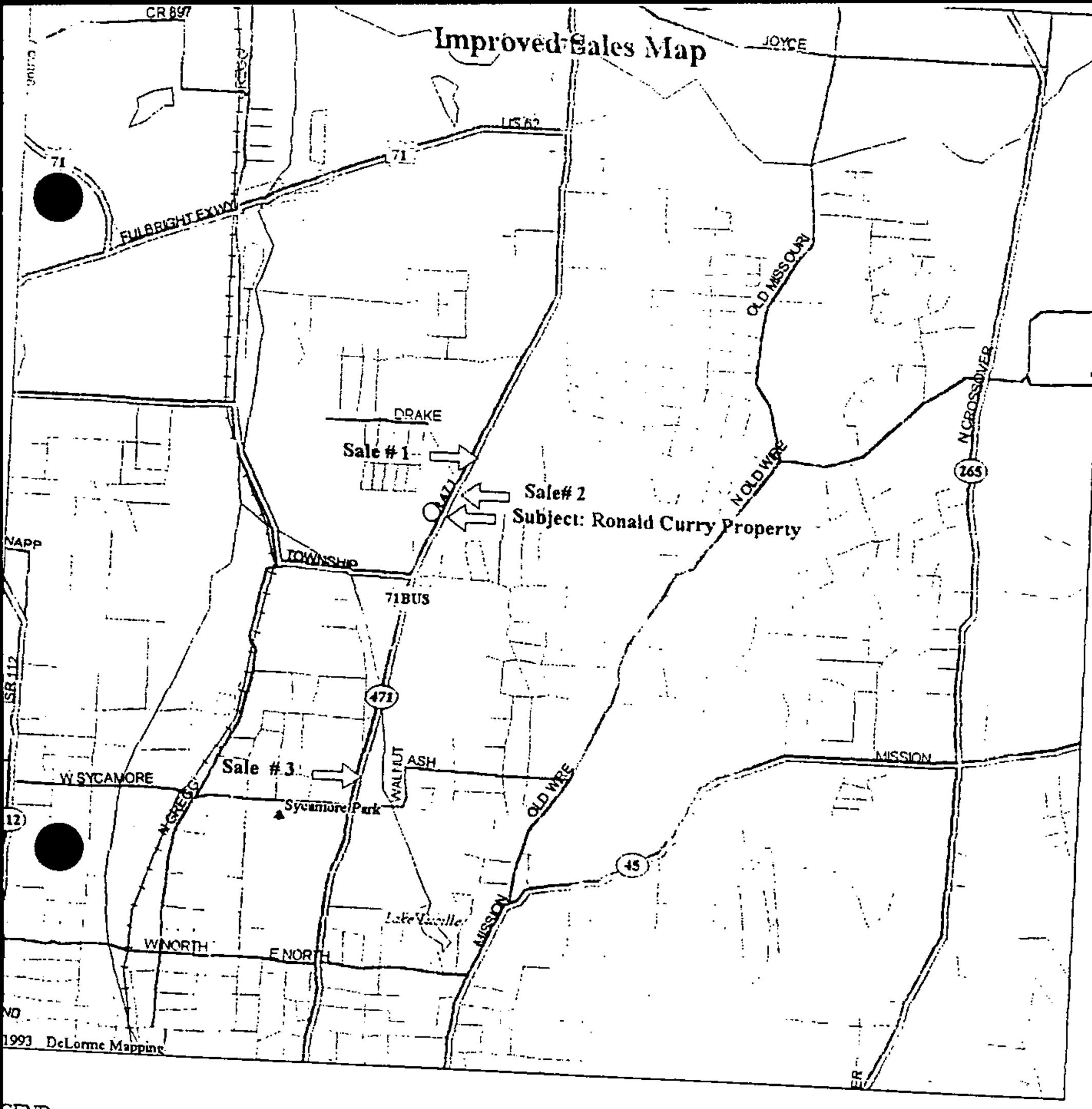
2000 Feet

1000 Meters

Mag 14.00

Mon Apr 28 09:42:46 1997

Improved Sales Map



GEND

- State Route
- Park
- US Highway
- Population Center
- Street, Road
- Hwy Ramp
- Major Street/Road
- State Route
- US Highway
- Railroad
- R
- Open Water

Scale 1:31,250 (at center)

2000 Feet

1000 Meters

Mag 14.00
Mon Apr 28 09:47:05 1997

Sale # 1 (02189005-890314)

Seller: Williams, Murphy, Atherton, and Kane to Retail Buildings, Inc., an Oklahoma Corporation
Location: Pt SE SW 35-17-30

Sale Date: 3/14/89
Size: 1.30 acres
Sale Price: $210,000.00 or $3.71 per sq.ft.
Improvements: Older gas station building of no contributory value
Book & Page: 1310/758-759
Remarks:

Sale # 2 (02192005-921231)

Seller: Yat-Yuen & Vicky Ko to Keating Enterprises
Location: Pt NE SW 35-17-30 Fayetteville, Arkansas
2593 North College
Sale Date: 12/12/92
Size: 1.36 acres
Sale Price: $165,000.00
Improvements: Older CBC bld utilized as a restaurant and removed upon purchase.
Book & Page: 1340-075
Remarks: Property was below street grade and backed up to Villa Blvd. Site was acquired for an developed as a small retail strip center and mini storage warehouse

Sale # 3 (02293005-930510)

Seller: Ruth Hammond Trust to Kwik Industries Inc.
Location: Lot 4,Hammond Plaza
(North College Avenue, Fayetteville, Arkansas
Sale Date: 5/10/93
Size: 46,933 sq. ft.
Sale Price: $220,000.00
Improvements: None of value

Book & Page: 93-26300
Remarks: West side of North College, south of Appleby Road
Lot required extensive fill and was acquired for use as the site of a Kwik Lube facility. 177 ft frontage

Sale # 4 (01494005-940809)

Seller: Skull Creek Development to Hospitality Specialists LLC
Location: Pt SE SE 26-17-30
North College Avenue, Fayetteville, Arkansas
Sale Date: 8/9/94
Size: .78 acres
Sale Price: $267,000.00
Improvements: None of contributory value

Book & Page: 94-48520
Remarks: Located on the east side of North College in front of Consumer's Market and acquired for use as the site of a Village Inn Restaurant.

Sale # 1 (02289344-891009)

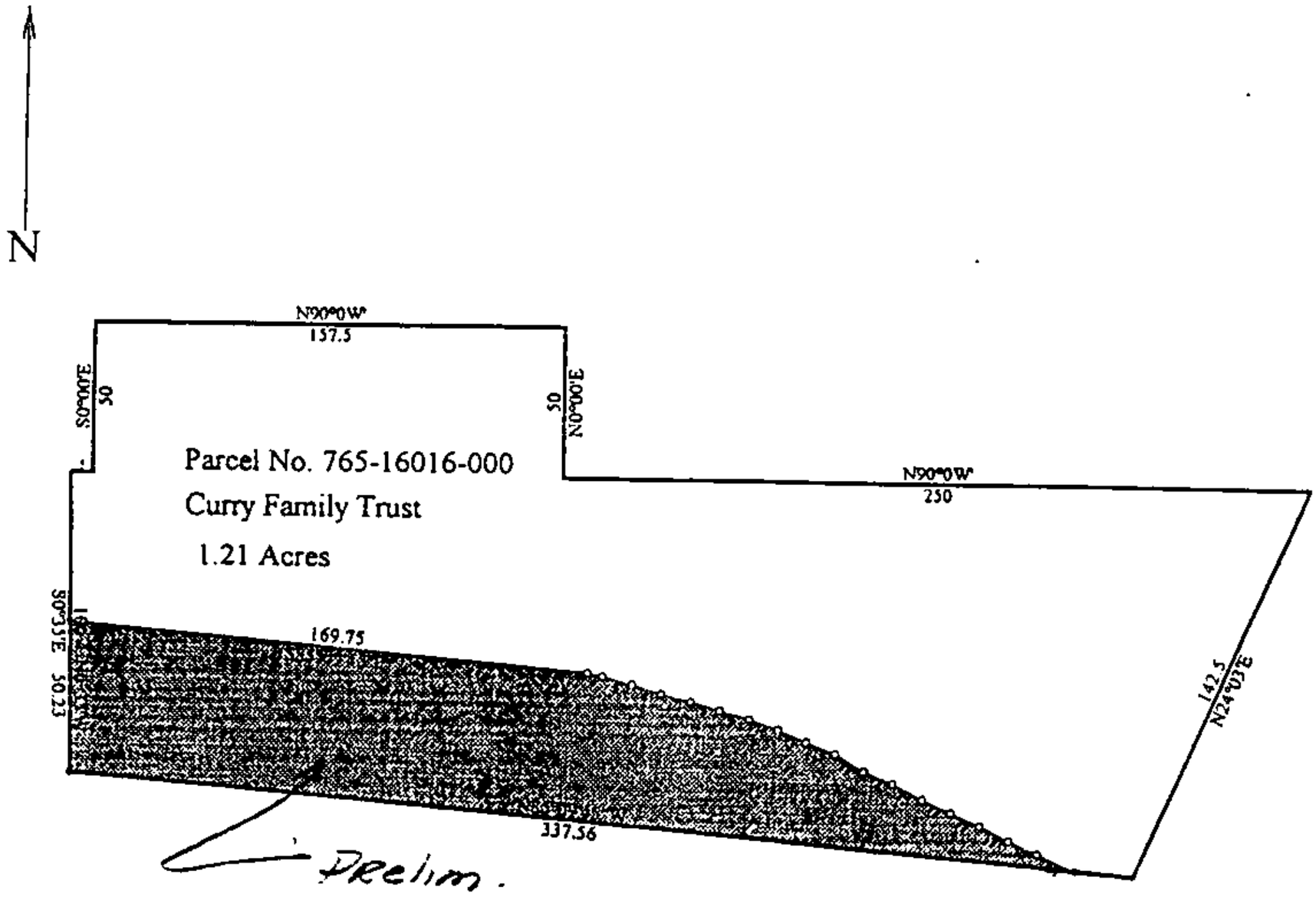
Seller: Tate Communications Inc., a Florida Corporation
William T. Blankenship or Cecelia R. Blankenship
Location: North College Avenue across from intersection of North College and Drake Street, Fayetteville, AR.
Sale Date: 10/9/89
Size: .72 acres
Sale Price: $167,000.00
Improvements: 1,196 square foot frame, one story office bld Carpet, CHA, 3 RR's with 2 fixtures, 7,450 sq. ft. asphalt parking. 8 yr effective age.
Book & Page: 1337-641
Remarks: Originally designed and constructed for use as a fast food restaurant, remodeled and purchased for a radio station. Now acquired for a veterinary clinic

Sale # 2 (02295353-950412)

Seller: James M. Coger to Wade A. and Sybil R. Hart
Location: Pt Se SW 35-17N R30W Fayetteville, Arkansas
2548 North College Avenue
Sale Date: 4/12/95
Size: 125x274.7x131.83x229.87 (.72 acres)
Sale Price: $265,000.00
Improvements: Older fast food restaurant remodeled for use as a video rental business. 2 RR's CHA, Brick and stucco construction. Effective age of 25 years 2,100 sq. ft.
Book & Page: 95-017636
Remarks: Acquired for use as a Schlotsky's fast food restaurant and extensively remodeled and renovated.

Sale # 3 (02995353-951209)

Seller: Raw Wood Furniture Inc. to Wanda Jean Vaughn, Trustee
Location: 1722 North College, Fayetteville, Arkansas
Pt SW SW 3-16-30
Sale Date: 12/9/95
Size: 102 x 237
Sale Price: $325,000.00
Improvements: Older CBC building 7,620 sq. ft. Built up roof, vinyl flooring, CHA 2,RR's
Book & Page: 95-66931
Remarks: East side of North College, just north of Sycamore



Title:	Date: 04-04-1997
Scale: 1 inch = 60 feet	File: SUNB-CU2.WMF

Tract 1: 1.209 Acres: 52672 Sq Feet: 4893.4 Sq Meters: Closure = s89.4306w 0.06 feet: Precision =1/18976: Perimeter = 1115 feet
Tract 2: 0.308 Acres: 13405 Sq Feet: 1245.4 Sq Meters: Closure = n00.4627e 0.10 feet: Precision =1/7343: Perimeter = 738 feet

001=N90.0W 250
002=N0.00E 50
003=N90.0W 157.5
004=S0.00E 50
005=N90.0W 7.6
006=S0.35E 100
007=**S85.0945E 357.34
008=N24.03E 142.5
009=@7
010=N0.35W 50.23
011=S85.0552E 4.76
012=S85.0945E 169.75
013=S73.5109E 5.10
014=S76.3754E 10.11
015=S73.5109E 10.20
016=S74.2416E 10.18
017=S74.2416E 10.18
018=S74.2416E 10.18
019=S70.0311E 10.36
020=S67.2504E 10.50
021=S70.0311E 10.36
022=S59.5920E 11.05
023=S66.5359E 10.53
024=S61.5341E 10.89
025=S65.5221E 10.59
026=S64.5129E 10.66
027=S63.5124E 10.73
028=S66.2304E 10.56
029=S65.4734E 13.57
030=N85.0945W 337.56

Appraisal Basis

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 6. 1997

Ronald W. & Mary A. Curry Family Trust
Kevin Curry and Barbara Curry
% Ronald W. Curry
2442 Jimmie Avenue
Fayetteville, AR 72703

RE: Sunbridge Drive Extension to College Avenue
Project No. 97029
Parcel No. 765-16016-000
2577 N. College Ave.
Offer Letter

Dear Property Owners:

As you are aware, the City of Fayetteville is planning the extension of Sunbridge Drive to College Avenue. A portion of this new street will encroach upon the subject property and is therefore necessary for the City to obtain areas of right of way and temporary construction and grading easement from you across a portion of this property. Additional land for this purpose is also being acquired from the property to the South, owned by Fayetteville Partners, Inc. A temporary construction easement will be required so as to provide working area adjacent to the roadway itself, however, such easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and temporary easement. As noted therein, approximately 15,794 square feet (0.36 acre) of street right of way will be required from your property in order to implement the project. The temporary easement will be 10 feet wide and adjacent to the right of way portion that is to be acquired by the City. The temporary easement area amounts to 4,117 square feet and is shown in the attached diagram.

You have received a copy of an appraisal conducted in April of this year for this property. That appraisal was based on some preliminary area requirements available at that time. Subsequently, a more definitive design has been completed and the right of way requirements modified to reflect elevation changes that must be taken into account for proper street design. Utilizing the basic appraisal information generated therein, the City of Fayetteville hereby offers **$94,764** for the area within the right of way (15,794 square feet), **$46,000** for the building (Justin's Clubhouse), and **$2,470** as rental of the lands associated with the Temporary Construction and Grading Easement; making the total offer amount **$143,234**. These offer amounts are based on the appraised value of $6.00 per square foot of right of way and $0.60 per square foot as determined rental value (10%/ann.) within the temporary easement.

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

The above offer is made contingent upon the approval of the Fayetteville City Council. Should you elect to accept this offer, please indicate so by signing and returning the enclosed copy of this letter. Included, please find a "Vendor Form" for each of the parties with current ownership interest. Only one Social Security number is necessary from each party, along with a signature and date. The Vendor Forms should be returned with the signed copy of the offer letter. It is necessary for the City to have these Vendor Forms on file before a check can be cut. Both the *Warranty Deed*, or the *Trustee's Warranty Deed* as the case may be, and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties, but held by Mr. Ronald Curry until after approval by the City Council. The documents require notarization. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon City Council approval, checks will be requested and each party will be paid one-half the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for your property has been determined by an independent appraisal and this amount will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, trust that you will accept the offer made herein by returning a signed copy of this letter, followed by execution of the attached *Warranty Deed* and the *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

ACKNOWLEDGED AND ACCEPTED:

Ronald W. Curry and Mary A. Curry Family Trust

Ronald W. Curry, Trustee	Date	Mary A. Curry, Trustee	Date
Kevin Curry	Date	Barbara Curry	Date

DRB/jsg

Enclosures

JAMES N. McCORD
ATTORNEY AT LAW

Walker-Stone House
[redacted] West Center Street
[redacted]yetteville, Arkansas 72701

Office: (501) 442-8846
Fax: (501) 443-3765

February 4, 1998

Mr. Charles Venable, Assistant Public Works Director
Mr. Don Bunn, City Engineer
Mr. Ed Connell, Land Agent
Mr. Wayne Ledbetter, Project Engineer
City Administration Building
113 W. Mountain Street
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: City of Fayetteville Acquisition of Curry Property for Sunbridge Drive Extension to College Avenue

GENTLEMEN:

Thank you for meeting with me to discuss the City of Fayetteville's proposal to acquire street right-of-way and a temporary construction easement across the Curry property at 2571 North College Avenue for an extension of Sunbridge Drive. The City proposes to acquire 15,794 square feet (0.36 acres) of street right-of-way and a 4,117 square foot temporary construction easement. The City also proposes to acquire and demolish the Justin's Clubhouse building on the property. Based upon an April, 1997 appraisal by Associated Appraisers, Inc., the City has offered the Currys $143,234.00 which is the total of $6.00 per square foot for the street right-of-way, plus $46,000.00 for the Justin's Clubhouse building, plus 60¢ per square foot rental value (10% annual return) for the temporary easement. For the reasons set out below, the Currys hereby reject the City's offer and present the foilowing counteroffer.

The Currys believe their land should be valued at $9.00 per square foot because they have an option executed February 18, 1997 by Fourjay, L.L.C. to purchase the property for $475,000.00 to construct a Wendy's Restaurant. (I provided each of you with a copy of the option.) The $475,000.00 purchase price reflects the buyer's valuation of the raw land at $9.00 per square foot, because the existing buildings would have to be demolished for construction of the restaurant. The Currys will accept the City's appraisal of $46,000.00 for the Justin's Clubhouse building.

The appraiser for Associated Appraisers, Inc. concluded that "the extension of Sunbridge Drive will not, in my opinion, result in any severance

damage to the subject property." The Currys believe the street extension will result in significant severance damages, because the remaining property cannot be developed for construction of a Wendy's Restaurant or similar commercial building.

For the above reasons, the Currys believe the City's offer should be increased by $100,000.00. They will execute the street right-of-way grant and temporary construction easement requested by the City of Fayetteville in return for payment of $243,234.00.

The Currys are eager to resolve this matter as expeditiously as possible and have authorized me as their attorney to continue settlement negotiations with City representatives. Please contact me soon to schedule a meeting in the near future to pursue a resolution of this matter.

Sincerely,

James N. McCord

JNM:tis
cc: Kevin Curry
Ronald Curry
Jerry Rose, City Attorney

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

March 5, 1998

Ronald W. and Mary A. Curry Family Trust
Kevin and Barbara Curry
c/o James N. McCord, Attorney at Law
Walker-Stone House
207 W. Center Street
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
Job No. 97029
2577 N. College Avenue
Revised Offer Letter

Dear Property Owners:

In an effort to reach a final settlement on this proposed acquisition, the City would offer to increase the compensation by 24% over our initial offer (35% increase on land value alone). The City hereby offers **$128,600** for the area within the right of way (15,794 ft²), **$46,000** for the building, and **$3,335** for rental of the lands associated with the Temporary Construction Easement, making the total compensation offer amount **$177,935**. The amount offered for the building is the appraised value. The offer amount on the land now stands at $8.14/ft².

We hope that you will find this offer acceptable. It is contingent upon the approval of the Fayetteville City Council. We would like to request Council approval once all parties to this expansion project are in agreement. However, in an effort to expedite this project, submission for Council approval will be done on an individual tract basis.

Should you elect to accept this offer, please indicate by signing and returning the enclosed copy of this letter. Included, please find a "Vendor Form" for each of the parties with current ownership interest. Only one Social Security number is necessary from each party, along with a signature and date. The Vendor Forms should be returned with the signed copy of the offer letter. It is necessary for the City to have these Vendor Forms on file before a check can be cut. Both the *Warranty Deed*, or the *Trustee's Warranty Deed* as the case may be, and the *Temporary Construction and Grading Easement* contained herein should be executed by all parties, but held by Mr. Ronald Curry until after approval by the City Council. The documents require notarization. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon City Council approval, checks will be requested and each party will be paid one-half the amount indicated in this offer letter.

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

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed and the amount that the City has determined, and offered herein, to be just compensation for the use and acquisition of your property will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine the just compensation for your lands condemned. In either event, payment of the estimated compensation will be made available to you.

We, however, trust that you will accept the offer made herein by returning a signed copy of this letter, followed by execution of the attached *Warranty Deed* and the *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/jsg
Enclosures

ACKNOWLEDGED AND ACCEPTED:

Ronald W. Curry and Mary A. Curry Family Trust

_____
Ronald W. Curry, Trustee Date

_____
Mary A. Curry, Trustee Date

_____
Kevin Curry Date

_____
Barbara Curry Date

JAMES N. McCORD
ATTORNEY AT LAW

Walker-Stone House
[redacted] West Center Street
[redacted]ayetteville, Arkansas 72701

Office: (501) 442-8846
Fax: (501) 443-3765

March 16. 1998

Mr. Donald R. Bunn, City Engineer
City Administration Building
113 West Mountain
Fayetteville, AR 72701

VIA HAND DELIVERY

RE: City of Fayetteville Acquisition of Curry Property for Sunbridge Drive Extension to College Avenue

Dear Mr. Bunn:

In response to your letter dated March 5, 1998 regarding street right-of-way acquisition across the Curry property on College Avenue for an extension of Sunbridge Drive , please be advised that the Currys hereby reject the City's total compensation offer of $177,935. The offer amounts to $8.14 per square foot. For the reasons stated in my letter dated February 4, 1998 the Currys believe the value of their raw land is $9.00 per square foot; and, the Currys believe they are entitled to significant severance damages, because their remaining property cannot be developed for construction of a Wendy's Restaurant under the $475,000 February 18, 1997 option executed by Fourjay , L.L.C.

I have been authorized by the Currys to extend a counteroffer under which the Curry's would execute the street right-of-way grant and temporary construction easement requested by the City of Fayetteville in return for payment of $218,234. That amount is $25,000 less than the Curry's settlement offer in my February 4, 1998 letter.

The Currys are eager to resolve this matter expeditiously. Please advise me of the City's position as soon as possible or contact me to schedule a meeting in the near future to pursue a resolution of this matter.

Sincerely,

James N. McCord

JNM:mbm
cc: Kevin Curry
Ronald Curry
Charles Veneable, Assistant Public Works Director
Ed Connell, Land Agent
Wayne Ledbetter, Project Engineer
Jerry Rose, City Attorney

RECEIVED
MAR 16 1998

Associated Appraisers, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

April 2, 1998

Mr. Ed Connell
Right of Way Agent
City of Fayetteville
City Administration Building
Fayetteville, AR 72701

Re: Ronald Curry Trust Property
22571 North College Avenue
Fayetteville, AR 72703

Dear Mr. Connell

Pursuant to your request, we prepared a short form narrative report on the above referenced property dated April 16, 1997. The purpose of the report was to estimate the just compensation due the owners by virtue of a partial taking by the city in order to extend Sun Bridge Drive from Villa Boulevard to North College Avenue. In that report I stated that in my opinion no severance damage would occur by virtue of the taking and I estimated just compensation to be **$126,500.00.**

I have recently been provided with a drawing of a proposed building designed to replace the lost income from a one story retail building that was to be acquired by the city in connection with the street extension. The setbacks from the Sun Bridge will in fact limit the utilization of the remainder of the site to a much smaller building than originally envisioned by Mr. Curry. When considering the restrictions on development imposed by the partial taking, it is now my opinion that the remainder has suffered a loss in value of ten (10) percent of the remainder value of the land or approximately **$23,500.00.**

Sincerely,

Keith L. Schultz
Arkansas State Certified General Appraiser # 271

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 7, 1998

Ronald W. and Mary A. Curry Family Trust
Kevin and Barbara Curry
c/o James N. McCord, Attorney at Law
Walker-Stone House
207 W. Center Street
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
Job No. 97029
2577 N. College Avenue
Revised Offer Letter 2

Dear Property Owners:

In an effort to reach a final settlement on the proposed acquisition, the City would like to increase our last offer, as stated in a letter from our appraiser, Associated Appraisers, Inc., dated April 2, 1998, by an amount for severance damages. The City hereby offers **$128,600** ($8.14/ft²) for the area within the right of way (15,794 ft²), **$46,000** for the building, **$3,335** for rental of the lands associated with the Temporary Construction Easement, and **$23,500** in severance damages, making the total compensation offer amount **$201,435**.

We hope that you will find this offer acceptable. This offer is contingent upon the approval of the Fayetteville City Council. With your agreement to this offer, we will request Council approval as all parties to this expansion project are in agreement. We anticipate approximately 6-8 weeks to obtain City Council approval.

Should you elect to accept this offer, please indicate by signing and returning the enclosed *Offer and Acceptance Contract*. Included, please find a "Vendor Form" for each of the parties with current ownership interest. Only one Social Security number is necessary from each party, along with a signature and date. The Vendor Forms should be returned with the signed *Offer and Acceptance Contract*. It is necessary for the City to have these Vendor Forms on file before a check can be cut. Both the *Warranty Deed*, or the *Trustee's Warranty Deed* as the case may be, and the *Temporary Construction and Grading Easement* contained herein should be executed by the appropriate parties, but held by Mr. Ronald Curry until after approval by the City Council. The documents require notarization. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon City Council approval, checks will be requested and each party will be paid one-half the amount indicated in this offer letter.

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

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed and the amount that the City has determined, and offered herein, to be just compensation for the use and acquisition of your property will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine the just compensation for your lands condemned. In either event, payment of the estimated compensation will be made available to you.

We, however, trust that you will accept the offer made herein by returning a signed *Offer and Acceptance Contract*, followed by execution of the attached *Warranty Deed* and the *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/jsg
Enclosures

JAMES N. McCORD
ATTORNEY AT LAW

Walker-Stone House
2[redacted] West Center Street
Fayetteville, Arkansas 72701

Office: (501) 442-8846
Fax: (501) 443-3765

April 29, 1998

Mr. Don Bunn, City Engineer
City Administration Building
113 W. Mountain St.
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: City of Fayetteville Acquisition of Curry Property for Sunbridge Drive Extension to College Avenue

Dear Mr. Bunn:

As part of any settlement reached between the City of Fayetteville and the Currys in the above referenced matter, the Currys will require curb cuts for two driveways from Sunbridge Drive to their property. The City has a plat prepared by David Cox which shows the general location of the curb cuts. Should the City need additional information on this issue please contact Ronald Curry at telephone number 442-8056.

Sincerely,

James N. McCord

JNM:mbm
cc: Ronald Curry
Kevin Curry
Charles Venable, Assistant Public Works Director
Ed Connell, Land Agent
Wayne Ledbetter, Project Engineer

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 1, 1998
Mr. James N. McCord, Attorney at Law
207 West Center Street
Fayetteville, AR 72701

RE: City of Fayetteville Acquisition of Curry Property for Sunbridge Drive Extension to College Avenue

Dear Mr. McCord:

Based upon our discussions concerning the City acquisition of a portion of the subject property for the extension of Sunbridge Drive to College Avenue, the enclosed *Offer and Acceptance* contracts are submitted for your clients consideration. Previous Offer and Acceptance documents should be discarded.

The City of Fayetteville has increased the total compensation offer to acquire the portion (previously described) of the Curry property on College Avenue for the extension of Sunbridge Drive. The City's original offer of $143,234 has been raised three times, the last offer having been increased to $201,435, a portion of which includes severance damages.

If you have any comments relative to the proposed documentation, please contact Ed Connell at 444-3415. We would like to obtain signatures on the proposed *Offer and Acceptance* contracts as soon as possible and thus allow us to prepare all of materials for presentation to the City Council for approval. One original document should be retained for your records.

Sincerely Yours,

Donald R. Bunn
City Engineer

Enclosure

DRB/edc

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

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"
FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$201,435.00.**

3. **Contingent Earnest Money Deposit:** The Buyer will, within two weeks of the receipt of the Contract, tender a check for **$1,000.00** to **James N. McCord**, Attorney at Law and representative for Kevin Curry and Barbara Curry, husband and wife, and Ronald W. Curry and Mary A. Curry, Trustees of the Ronald W. Curry and Mary A. Curry Family Trust, U/T/D September 20, 1993, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.

4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.

5. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

6. Buyer agrees to compensate Seller for six months of 1998 ad Valorem taxes on the portion of said property being acquired by the Buyer herein. Compensation for said 1998 taxes will be made in addition to the payment indicated in Item 2 above, said compensation amount as determined and shown in the attached Exhibit "C". Seller shall be responsible for the payment of all 1998 ad Valorem taxes on the total parcel when due.

7. The closing date is designated to be **thirty (30)** days after approval of this offer by the City Council of Fayetteville, Arkansas.

8. Buyer intends to use the property described herein for the purpose of constructing Sunbridge Drive in accordance with the final construction plans of the Sunbridge Drive Improvement project. Specifically, two 24 feet wide driveway entrances from Sunbridge Drive into the property of the Seller will be provided in the final construction plans of this project. Additionally, a fire hydrant will be located at the corner of Villa Boulevard and Sunbridge Drive.

9. Possession of the property shall be delivered to the Buyer on the date of closing.

10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

11. All fixtures, improvements and attached equipment associated with the property described in Exhibit "A" are included in the purchase price.

12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing and possession by the Buyer is assumed by the Seller.

13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.

14. This agreement shall be governed by the laws of the State of Arkansas.

15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

16. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sunbridge Street from Villa Avenue to College Avenue.

17. This contract expires, if not accepted on or before the **15th** day of **June**, 1998.

18. **NOTICE:** **BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $1,000.00 EARNEST MONEY DEPOSIT.**

SELLER:

_____
Kevin Curry

_____ Date: _____
Barbara Curry

Ronald W. Curry and Mary A. Curry Family Trust, U/T/D September 20, 1993

_____
Ronald W. Curry, Trustee

_____ Date: _____
Mary A. Curry, Trustee

AGENT OR WITNESS:

_____ Date: _____
James N. McCord, Attorney at Law

BUYER:
City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna Date: 5/4/98
Fred Hanna, Mayor

Heather Woodruff Date: 5/4/98
Heather Woodruff, City Clerk

A C K N O W L E D G M E N T

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Kevin Curry and Barbara Curry, husband and wife**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1998.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

A C K N O W L E D G M E N T

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Ronald W. Curry and Mary A. Curry,**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that **they** are Trustees of **the Ronald W. Curry and Mary A. Curry Family Trust, U/T/D September 20, 1993**, and are duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust, and further stated and acknowledged that **they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1998.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Fred Hanna** and **Heather Woodruff**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 4TH day of MAY, 1998.

Jill S. Goddard
Notary Public

MY COMMISSION EXPIRES:
4-18-2007

EXHIBIT "A"
PROPERTY DESCRIPTION

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36′ 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37′ 30" West 107.94 feet to the Point of Beginning; thence leaving said West right of way line South 29° 52′ 06" West 10.00 feet to a non-tangent curve; thence along the non-tangent curve to the right a distance of 47.97 feet, said curve having a chord bearing and distance of South 71° 28′ 16" West 43.02 feet, a radius of 30.00 feet, and a delta angle of 91° 37′ 24"; thence North 62° 43′ 50" West 64.12 feet; thence North 14° 08′ 26" West 10.00 feet; thence North 62° 43′ 50" West 6.76 feet to a curve; thence along the curve to the left a distance of 249.60 feet, said curve having a chord bearing and distance of North 79° 10′ 06" West 246.18 feet, a radius of 435.00 feet, and a delta angle of 32° 52′ 30"; thence along another curve to the right a distance of 21.43 feet to the West property line, said curve having a chord bearing and distance of North 46° 29′ 20" West 18.90 feet, a radius of 12.50 feet, and a delta angle of 98° 14′ 00"; thence along said West property South 02° 37′ 37" West 61.82 feet; thence along the South property line South 82° 14′ 27" East 357.34 feet to the West right of way line of College Avenue; thence along said West right of way line North 26° 37′ 30" East 34.56 feet to the Point of Beginning, containing 15,794 square feet (0.36 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

EXHIBIT "B"
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

A Temporary Construction and Grading Easement ten (10) feet in width lying North of and adjacent to the Right of way described in Exhibit "A" herein. This temporary construction and grading easement area contains 4,117 square feet (0.09 acre), more or less, and shall terminate when the hereinabove referenced project has been completed and accepted by the City of Fayetteville.

SIGNED FOR IDENTIFICATION:

SELLER:

Kevin Curry

Barbara Curry

Ronald W. Curry

Mary A. Curry

BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:

Fred Hanna

Fred Hanna, Mayor

ATTEST:

Heather Woodruff

Heather Woodruff, City Clerk

(Seal)

EXHIBIT "C"
TAX PRORATION

CITY OF FAYETTEVILLE ACQUISITION
FROM
RONALD W. & MARY A. CURRY, TRUSTEES AND KEVIN & BARBARA CURRY

WASHINGTON COUNTY PARCEL NO. 765-16016-000

Total Parcel:

Assessor Office says total land area is 31,363 ft² or 0.72 Ac

Buildings: I. Curry's TV, etc., 5296 ft²
II. Justin's Clubhouse, 1250 ft²

1995, 1996 and 1997 Taxes

Assessor's Appraisal Value	$191,300
Assessed Valuation @ 20%	$ 38,260
Ad Valorem Taxes @ $0.05130/$AV	$ 1,974.74

Appraisal:

Buildings:	I. Curry's TV, etc.	$ 37,546
	II. Justin's Clubhouse	$ 28,309
	Total (adj.)	$ 65,850
Land: 0.72 acre @ 174,236/AC		$125,450
Total Assessor's Appraised Value		$191,300

City's Acquisition Tax Portion:
(Based upon above land and building values)

Land Being Acquired: 15,794 ft² = 0.3626 Ac
Appraisal Value of Land (0.3626 x 174,236) $ 63,178

Building: Justin's Clubhouse	$ 28,309
Total Appraised Value	$ 91,487
Assessed Value @ 20%	$ 18,297.40
Ad Valorem Tax Portion @ $0.05130/$AV	$ 938.66

1998 Taxes (to be paid in 1999)

Proration:	Currys -- 6 mos.	$ 469.33
	City of Fayetteville -- 6 mos.	$ 469.33

Payment

City Payment to Currys	$ 469.33

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 27, 1998

Mr. James N. McCord
207 W. Center Street
Fayetteville, AR 72701

RE: City of Fayetteville Acquisition of Curry Property for Sunbridge Drive Extension to College Avenue

Dear Jim:

In accordance with your request, please find attached a revised Page 2 of the *Offer and Acceptance Contract* between the City of Fayetteville and the Curry Family Trust and Kevin & Barbara Curry with regard to the subject acquisition. The contract expiration date has been extended to June 15, 1998.

We are planning to go to the City Council on June 16, 1998 for their approval of this acquisition. If at all possible, we would like to have a fully executed document for this purpose, however, we will go in any case based upon your indication that the monetary aspect is acceptable to all parties.

If you have any comments or questions, please do not hesitate to contact me at 444-3415.

Sincerely yours,

Edward D. Connell
City Land Agent

Enclosure

\edc

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

8. Buyer intends to use the property described herein for the purpose of constructing Sunbridge Drive in accordance with the final construction plans of the Sunbridge Drive Improvement project. Specifically, two 24 feet wide driveway entrances from Sunbridge Drive into the property of the Seller will be provided in the final construction plans of this project. Additionally, a fire hydrant will be located at the corner of Villa Boulevard and Sunbridge Drive.

9. Possession of the property shall be delivered to the Buyer on the date of closing.

10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

11. All fixtures, improvements and attached equipment associated with the property described in Exhibit "A" are included in the purchase price.

12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing and possession by the Buyer is assumed by the Seller.

13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.

14. This agreement shall be governed by the laws of the State of Arkansas.

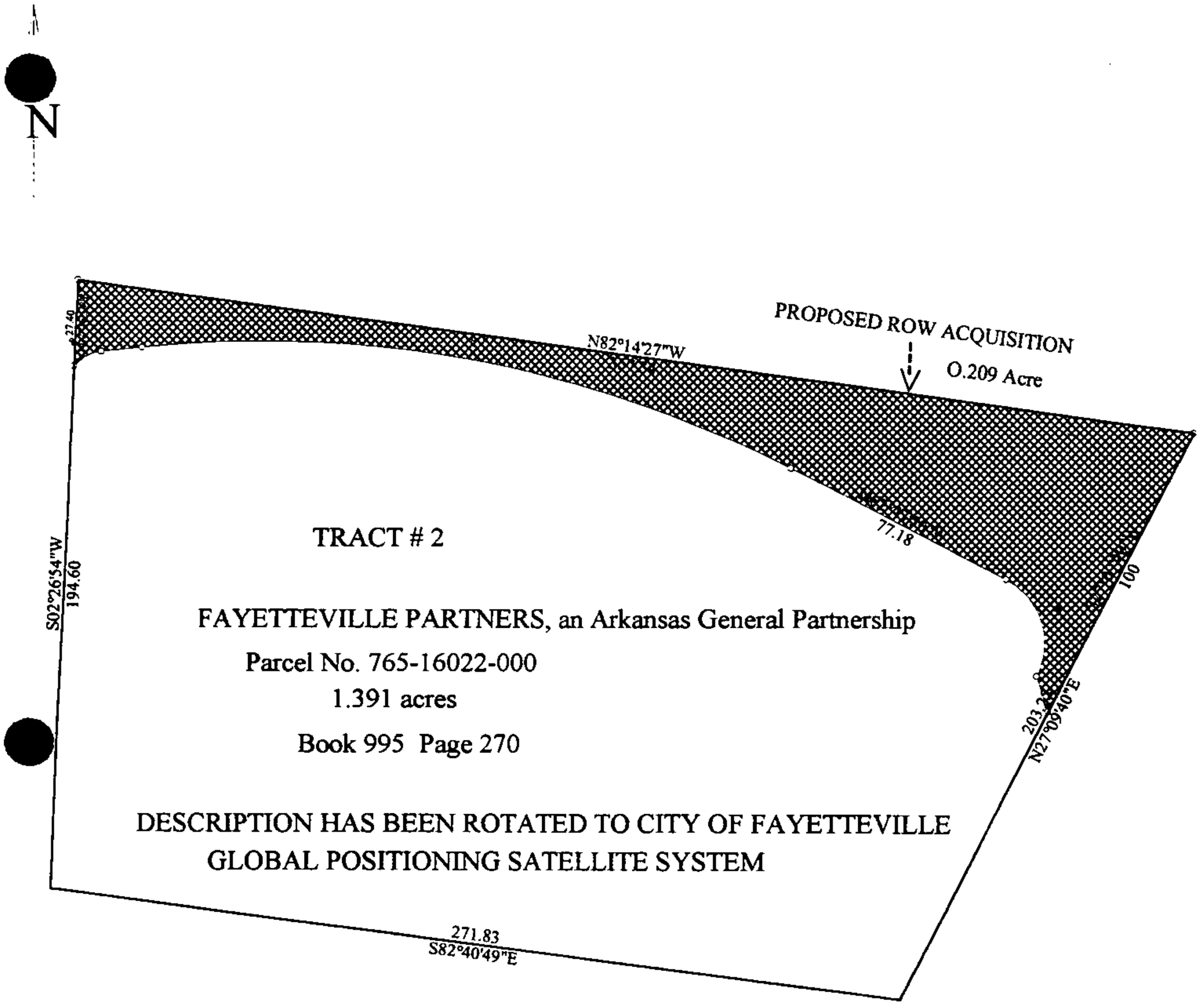
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

16. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sunbridge Street from Villa Avenue to College Avenue.

17. This contract expires, if not accepted on or before the **15th** day of **June**, 1998.

ADDENDUM "B" CONTENTS
TIME LINE
FAYETTEVILLE PARTNERS

9-3-97	Letter to Associated Appraisers requesting appraisal.
9-5-97	Date of Appraisal.
10-10-97	Offer Letter -- $99,260.
10-13-97	Letter from Carrie Holyfield -- some questions.
10-14-97	Letter from Charles "Skip" Davidson -- counter offer.
10-20-97	Letter to Associated Appraisers, with copy of 10-14-97 counter offer, asking for opinion.
11-4-97	Letter from Associated Appraisers with response to letter of 10-20-97.
12-12-97	Offer Letter #2 -- $109,190.
3-24-97	Letter from City as backup to verbal agreement to $119,190.
3-24-97	Letter from Fayetteville Partners accepting $119,190.
4-1-98	Wayne Ledbetter sent Fay. Part. plan view.
4-6-98	Revised Offer Letter for $119,190 and Offer and Acceptance Contract.
4-20-98	Received signed Offer and Acceptance Contract and documents.
4-29-98	Letter sent regarding entrance, curb cut, slab removal, etc.
4-30-98	Sent Fay. Part. their copy of Offer and Acceptance Contract.
5-14-98	$1,000.00 earnest money sent to Fayetteville Partners.



TRACT # 2

FAYETTEVILLE PARTNERS, an Arkansas General Partnership

Parcel No. 765-16022-000

1.391 acres

Book 995 Page 270

DESCRIPTION HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM

Title: Fayetteville Partners, College Avenue Property: Proposed ROW	Date: 08-28-1997
Scale: 1 inch = 50 feet	File: SUNB-FP3.WMF

Tract 1: 1.391 Acres: 60601 Sq Feet: 5630.0 Sq Meters: No significant closure error. : Perimeter = 1027 feet
Tract 2: 0.209 Acres: 9087 Sq Feet: 844.2 Sq Meters: No significant closure error. : Perimeter = 845 feet

001=/N90.0W 317
002=/S27.0940W 142.5
003=/S27.0940W 203.22
004=N27.0940E 203.22
005=N82.1427W 357.34
006=S02.2654W 194.60
007=S82.4049E 271.83
008=@6
009=**S82.1427E 357.34
010=S27.0940W 100
011=N17.5837W 11.75
012: Lt, R=23, Arc=36.08
Bng=N17.4705W, Chd=32.5
013=N62.4350W 77.18
014: Lt, R=365, Arc=212.46
Bng=N79.2423W, Chd=209.48
015=S83.5505W 13.05
016: Lt, R=12.5, Arc=10.06
Bng=S60.5350W, Chd=9.80
017=N02.2654E 27.40

ADDENDUM "B" CONTENTS
TIME LINE
FAYETTEVILLE PARTNERS

9-3-97	Letter to Associated Appraisers requesting appraisal.
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4-30-98	Sent Fay. Part. their copy of Offer and Acceptance Contract.
5-14-98	$1,000.00 earnest money sent to Fayetteville Partners.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

September 3, 1997

Keith Schultz
Associated Appraisers, Inc.
555 E. E. J. Ball Plaza
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
Fayetteville Partners, an Arkansas General Partnership
Pt. Parcel No. 765-16022-000
P. O. Box 1300, Little Rock, AR 72203
Appraisal Request: P. O. # 0053374

Dear Kerry;

The City of Fayetteville is considering the extension of Sunbridge Drive, from Villa Boulevard to College Avenue. The proposed routing is as shown in the attached diagrams.

The particular property in question, and for which we need to obtain an appraisal, is the acquisition (Right of Way) of part of the Fayetteville Partners property, Parcel No. 765-16022-000. Included herewith are the Accessors cards and deed for this tract. It is noted that the Deed (1008-597) indicates that two 15 foot wide areas, along the North line and the West line, are excluded from the conveyance. This aspect is currently under investigation. For your purposes, you should consider these areas as part of Fayetteville Partners property and that SWEPCO holds easements there. As shown in the attached diagrams, the City needs to acquire right of way, in fee simple, amounting to 0.209 acres. The City is looking to acquire approximately 3,902 ft² (0.09 Ac) of Temporary Construction and Grading Easement, being 10 ft. wide along the South line of the ROW acquired above. The City normally compensates for Temporary Construction Easement rental at the annual rate of a 2 year CD based on land value. It is noted that the existing building on this property is to be purchased and demolished.

The principals of Fayetteville Partners are located in Little Rock; the only address being P. O. Box 1300, Little Rock, AR 72203. One of the principals involved is Charles (Skip) D. Davidson; Carrie Holyfield is his property manager. Their telephone number is (501) 374-9977. Their FAX number is (501) 374-5917.

Please find attached legals for this property, descriptions for the proposed acquisitions, and diagrams for both. If you have any questions, please give me a call at 444-3415.

Sincerely,

Ed Connell

nclosures

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

INDEPENDENT REAL PROPERTY APPRAISAL REPORT
BY
ASSOCIATED APPRAISERS, INC.
555 E.J. Ball Plaza
Fayetteville, Arkansas
501-521-2717

JOB DESIGNATION: Sunbridge Drive Extension
Pt Parcel #765-16022-000

APPRAISAL REQUESTED BY: The City of Fayetteville, Arkansas

Name of Owner: Fayetteville Partners Inc.

Owner's Address: P.O. Box 1300, Little Rock, AR 72203

Address of Parcel: 2516 North College, Fayetteville, AR 72703

PURPOSE OF APPRAISAL:

The property acquired by the right of eminent domain will be used by City of Fayetteville, Arkansas to extend Sunbridge Drive from Villa Boulevard to North College Avenue.

PROPERTY INSPECTION DATA:

Owner Notified: September 4, 1997
Date of Inspection: September 5, 1997
Present at Inspection: N/A

LEGAL DESCRIPTION OF PARCEL: See attached.

LEGAL DESCRIPTION OF PARTIAL TAKING: See attached.

Area of Parcel: 1.39 acres
Area of Partial Taking: 9,088 sq. ft or 0.21 acres
Location of Partial Taking: Northern edge of property
Location and size of Temporary Construction Easement: South of permanent easement and containing approximately 3,902 sq. ft.

ESTIMATE OF JUST COMPENSATION:

ESTIMATE OF FAIR MARKET VALUE BEFORE TAKING:

Land:	$363,290.00
Improvements:	$ 42,000.00 (Only one improvement)
Total:	$405,290.00
Say:	**$405,300.00**

DISCUSSION OF SEVERANCE DAMAGE:

The term "severance damage" is often misunderstood, and it is most important that no confusion exists as to the difference between severance damage and consequential damage. Severance damage is the loss in value of the remaining parcel after the taking as compared to the value of the remaining parcel before the taking, when it was considered as a part of the whole. Severance damage, therefore, can rise only in the case of partial takings -- that is, where there is a taking of a part of a larger parcel.

Where the taking is in easement form, the severance is of property rights only; but just because there is a physical severance, it does not follow, by itself, that severance damages have also been created to the remainder of the land. In this case the extension of Sunbridge Drive will not, in my opinion, result in any severance damage to the subject property.

DISCUSSION OF ENHANCED VALUE:

Where the public use for which a portion of a person's land is taken so enhances the value of the remainder by local, peculiar and special benefits that the remainder is more valuable than the whole was before the taking, the owner has received just compensation.

CITY OF FAYETTEVILLE V. STONE, 194 Ark. 218, 106 S.W. 2nd. 158.

General benefits should not be considered in assessing damages for the construction of a public improvement because it would be unjust to charge the owner whose property has been taken with benefits he receives in common with the community in general, when other landowners, whose property is not taken, enjoy the benefits equally. The same reason does not apply to special benefits.

LITTLE ROCK & FT.S. RY. V. ALLISTER, 68 Ark. 600, 60 S.W. 953.

Enhanced value then arises when the remainder is more valuable than the whole was before the taking and the just compensation is the enhancement in value. In this case it is our opinion that the subject property will be enhanced due to having frontage on two street systems. However, we were unable to determine the value of the enhancement from market data.

ESTIMATE OF FAIR MARKET VALUE AFTER THE TAKING

Land:	$308,405.00
Improvements:	None
Total:	$308,405.00
Say:	**$308,400.00**

ESTIMATE OF JUST COMPENSATION

$96,900.00

VALUATION OF PARCEL:

MARKET APPROACH

See brochure of sales of comparable properties, submitted with this report.

Based on the listed comparables, as well as an inspection of the subject property, it is my opinion that the estimated Fair Market Value of the subject property is as follows:

Estimate of Value Before Imposition of Taking: $405,300.00

Estimate of Value After Imposition of Taking: $308,400.00

THE COST APPROACH

COST ESTIMATE FOR: The City of Fayetteville
PROPERTY OWNER: Fayetteville Partners Inc.
ADDRESS: 2516 North College Avenue, Fayetteville, Arkansas
SURVEYED BY: Keith L. Schultz, CRA
DATE OF SURVEY: 8/23/97

OCCUPANCY: RETAIL STORE

CLASS: C Masonry
EFFECTIVE AGE: 15 YEARS
NUMBER OF STORIES: 1.0
FLOOR AREA: 571 Sq. Ft.
COST RANK: 2.0 Average
CONDITION: 2.5 Average
AVERAGE STORY HEIGHT: 10.0
COST AS OF: 9/97

COMPONENT	UNITS	COST	REPLACEMENT COST NEW	REPLACEMENT COST DEPR
EXCAVATION & SITE PREPARATION:				
Site Preparation	60,000	0.15	9,000	7,740
FOUNDATION:				
Concrete, Bearing walls	571	1.47	839	722
FLOOR STRUCTURE:				
Concrete, Elevated Slab	571	6.72	3,837	3,300
Vapor Barrier	571	0.45	257	221
SUBTOTAL			4,094	3,521
FLOOR COVER:				
Vinyl Tile	571	2.56	1,462	731
CEILING:				
Acoustical, Mineral Fiber	571	1.10	628	540
Ceiling Joists	571	0.94	537	462
Ceiling Insulation	571	0.45	257	221
SUBTOTAL			1,422	1,223
INTERIOR CONSTRUCTION:				
Interior Construction, Framed	571	3.70	2,113	1,817
PLUMBING:				
Plumbing Fixtures	3	1,380	4,140	3,560
HEATING AND COOLING:				
Wall Furnace	571	0.82	468	402
Window Air Conditioner	1	607	607	522
SUBTOTAL			1,075	924
ELECTRICAL:				
Electrical	571	3.47	1,981	1,704
EXTERIOR WALL:				
Standard Block	1,042	10.77	11,222	9,651
STORE FRONT:				
Store Front	50	28.15	1,407	1,210
ROOF STRUCTURE:				
Wood joists, Wood deck	571	3.04	1,736	1,493
ROOF COVER:				
Built-Up Composition	571	1.17	668	574
Insulation	571	0.72	411	353
SUBTOTAL			1,079	927
REPLACEMENT COST NEW	571	72.80	41,570	
DEPRECIATION	<15.3%>		<6,347>	
DEPRECIATED COST				35,223

Cost Data by MARSHALL & SWIFT
ADD: Parking & Driveways
TOTAL
SAY

6,500
$41,723
$42,000

Cost Data by MARSHALL & SWIFT

HISTORY OF OWNERSHIP:

In accordance with the new standards of professional practice of the American Institute of Real Estate Appraisers the appraiser is to provide the lender with a three (3) year history of ownership of the subject property. The history of ownership is also a requirement under Federal Banking regulations. The reader should recognize however, that in some cases substantial changes in the market for a particular parcel of property may occur in a short period of time just as an intervening owner may have improved the property since acquisition or on the other hand allowed the improvements to deteriorate significantly.

Washington County records indicate that the current owner has been the owner of record of the subject property for more than the past three years.

TAX INFORMATION:

The subject property is currently assessed by the Washington County assessor's office as follows:

Land:	$194,800.00
Improvements:	$211,450.00

Washington County real property,as the rest of the state, is assessed at twenty (20) per cent of market value. The current assessment indicates an annual tax liability of approximately **$3,940.**

It should be noted that the county has recently been reassessed and real property taxes will be increased.

HIGHEST AND BEST USE:

> **Highest and Best Use**[1] - That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.
>
> Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.
>
> The definition above applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined from the existing use. The existing use will continue, however, unless and until land in its highest and best use exceeds the total value of the property in its existing use.
>
> Implied within these definitions is recognition of the contribution of that specific use, to community environment or the community development goals in addition to wealth maximization of individual property owners.

[1]Real Estate Appraisal Terminology, page 107

HIGHEST AND BEST USE
Continued

The highest and best use of the subject tract is based on the trends in development in the neighborhood, access to major streets and highway, the local market for similar properties, and overall market trends in the area.

The subject property is currently zoned C-2 (Highway Commercial). A change in zoning is probably not possible when considering the development of the immediate neighborhood.

When considering the location, surrounding land uses, terrain and topography and configuration, it is our opinion that the highest and best use, if vacant, is for development consistent with the zoning regulations.

NEIGHBORHOOD DATA

For appraisal purposes, a neighborhood is considered to be a portion of a larger community, or an entire community, in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well-defined natural or man-made barriers or they may be more or less well-defined by a distinct change in land use or in the character of the inhabitants.

The neighborhood can best be described as commercial development oriented to vehicular traffic. Neighborhood boundaries could be described as Zion Road as it intersects with U.S. Highway 71 North to the north, Township Road as it intersects U.S. Highway 71 to the south, and that property lying between the two to the depth of current commercial zoning regulations to either side of Highway 471 Business, also known as North College Avenue.

The neighborhood lies in the north section of the City of Fayetteville, Washington County, Arkansas and can best be noted by the neighborhood map on the facing page of this report.

The neighborhood has been intensively developed in the past fifteen years with a wide variety of commercial uses requiring a high traffic count and traffic visibility. with the completion of the Northwest Arkansas Plaza (located approximately one and one-half miles north of the subject property), an enclosed shopping mall, during 1970-1971, the retail trade center of the city shifted from the downtown square area to the north. As a consequence, development of unimproved property lying on either side of the highway proceeded rapidly with the most significant category of development being fast food restaurants. In addition, real property values escalated at a rate significantly above the norm for the city as a whole.

[1]Real Estate Appraisal Terminology, page 107

NEIGHBORHOOD DATA
Continued

Surrounding land uses are mixed with commercial development along North College Avenue to the north and south and primarily residential development to the east and west with the Rolling Hills, Oak Manor, and Rolling Meadows Subdivisions being located east and northeast of the subject property. Summerhill and Sweetbriar Subdivisions are also located to the northeast, and the Bishop, Villa, and Fiesta Subdivisions are located to the west and north.

Major commercial development includes a K-Mart Discount Center (recently purchased by a local owner and leased to a mixture of national tenants, a Wal-Mart Discount Center, a large bowling alley and office complex that has been converted to office and retail use, and a very large discount supermarket and associated strip shopping center located to the north of the subject, a discount motel complex, and a number of smaller commercial buildings to the north and lying on the east side of North College Avenue. The development of the strip shopping center located adjacent to the Wal Mart Discount Center and the shopping complex located to the north of rolling Drive are both relatively new and have been constructed in the past ten years. We also noted a discount grocery store, a family dental center, a franchised automobile lubrication facility and several new franchised food units in the immediate neighborhood.

The neighborhood to the south is similarly developed with restaurants, two automobile dealerships, and other retail facilities. The neighborhood also has good residential backup to the east and west.

Research into real estate transactions in the neighborhood indicate that real property values have continued to increase at rates above the norm for the city as a whole.

DESCRIPTION OF SUBJECT PROPERTY

Site Data

The site consists of a rectangular shaped parcel of improved property located at 2516 North College Avenue in the northwest quadrant of the City of Fayetteville, Washington County, Arkansas.

The site has approximately 203 feet of frontage on the west side of North College Avenue (U.S. Highway 71 Business) and a depth running west of approximately 164 feet. The parcel lies at the grade of North College Avenue to a depth of approximately 75 feet, and then slopes gently downward to the west. A recent survey provided this office indicates that the property has approximately 194 feet of frontage on Villa Boulevard at the rear of the site. In all, the site contains approximately 1.39 acres. Please see the survey in the addenda to this report.

An inspection of the site revealed no apparent adverse easements or encroachments. Drainage appears to be adequate and the site is not located in a H.U.D. identified flood zone. Soil tests were neither conducted nor provided this office and no opinion is expressed regarding the suitability of the soil for intensive development.

[1]Real Estate Appraisal Terminology, page 107

DESCRIPTION OF SUBJECT PROPERTY
Continued

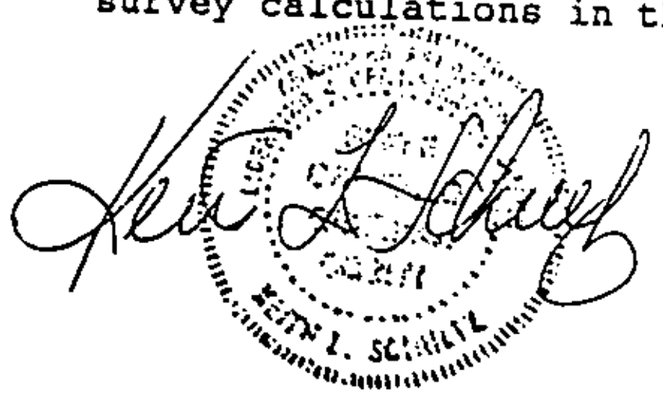
Site Data

In conclusion, the site is well located on one of the most heavily traveled thoroughfares in the state, is zoned for commercial development, and is of adequate size for a wide variety of commercial uses including the current use as the site of an older commercial building with frontage on North College Avenue currently utilized as a used car sales facility, a day care center located to the rear of the auto sales facility, and an additional older building located to the south.

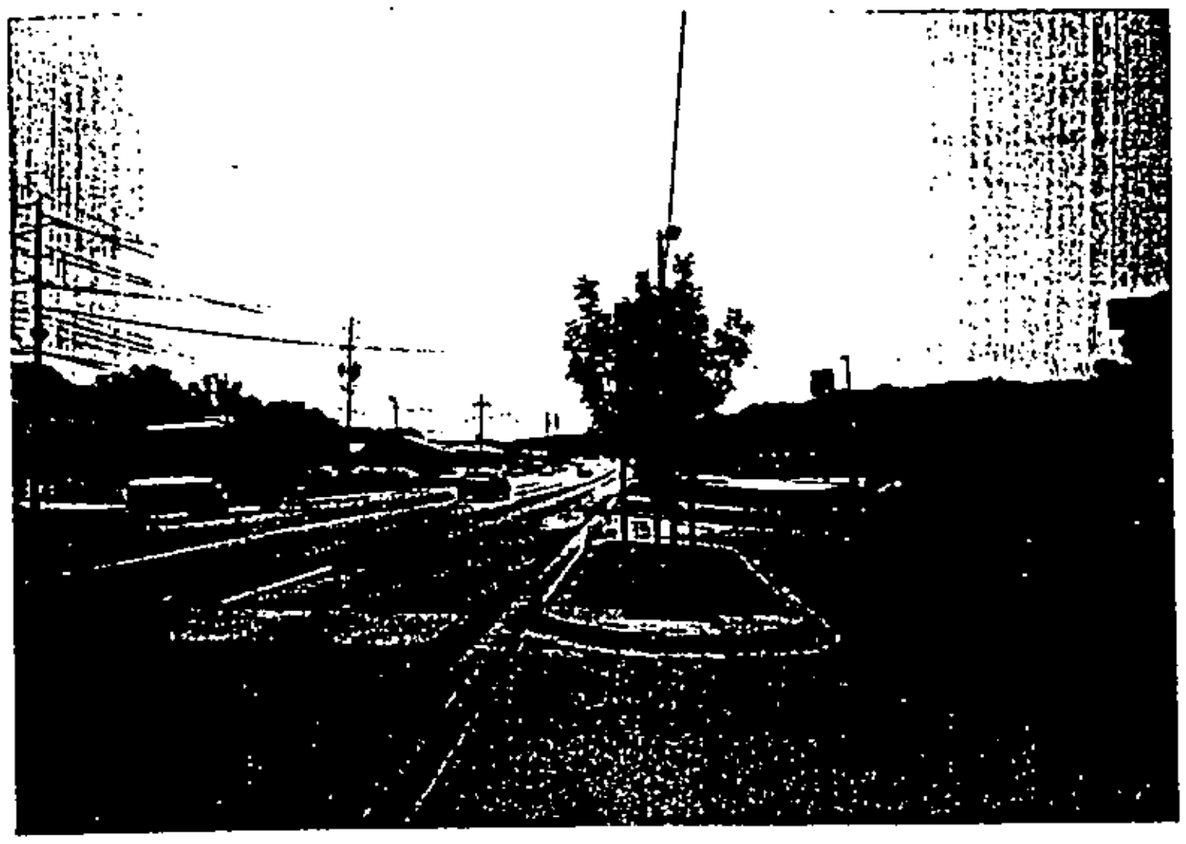
DESCRIPTION OF PARTIAL TAKING

The property sought to be acquired by the City of Fayetteville for the extension of Sunbridge Drive from Villa Boulevard to North College Avenue consists of a triangular shaped parcel of property improved with the auto sales facility. This improvement is of concrete block and masonry construction with some siding along the north and south sides. The building is of average design and construction quality and was in good condition at the time of my inspection. According to my measurements the building contains approximately 571 square feet in area and has an effective age of fifteen years. My inspection indicated that the building contained several small offices and a single restroom. The building has a built up roof, carpet and pad, drop ceiling, and recessed fluorescent lighting. The tenant advised that he paid $425.00 per month in rent as well as utilities with the owner paying taxes and real property insurance.

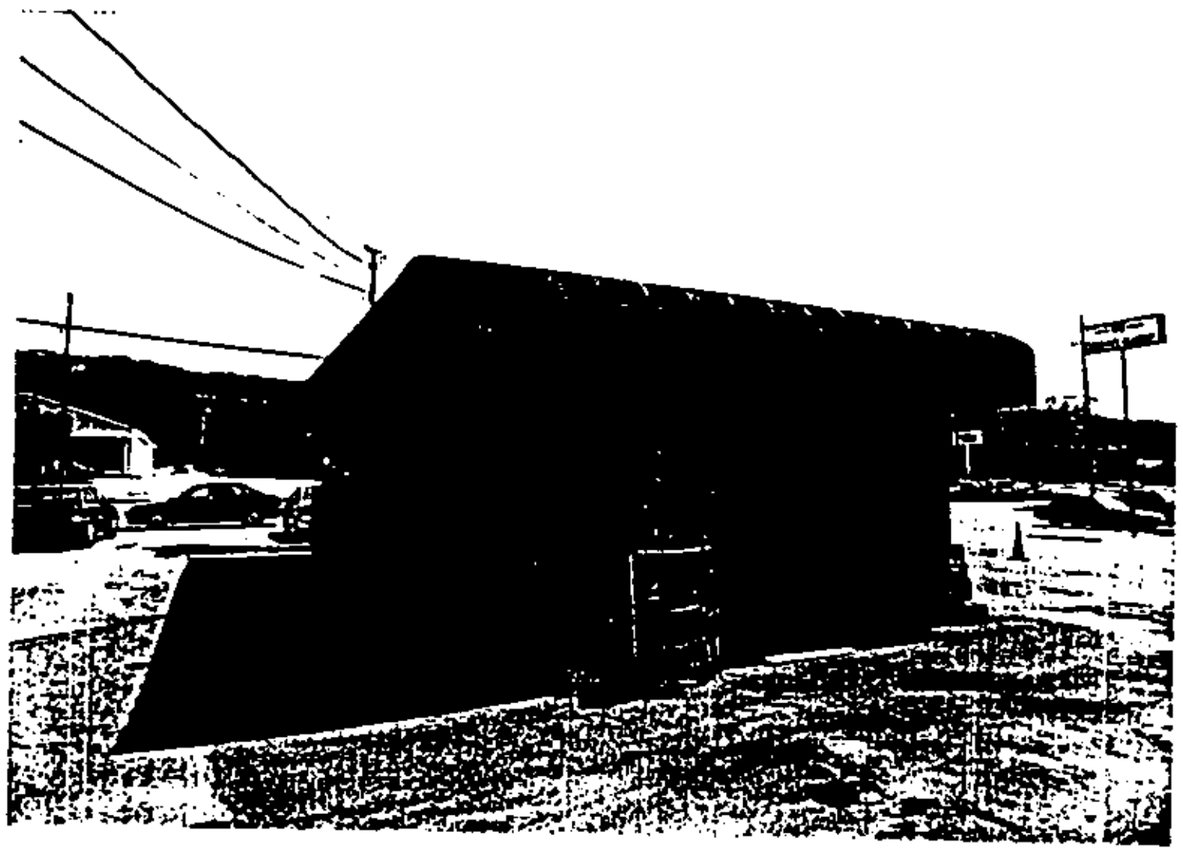
According to the survey provided this office, the partial taking is a strip of land with approximately 27 feet of frontage on the east side of Villa Boulevard, an depth running east of approximately 337.54 feet. In all, the partial taking contains approximately **9,088 square feet.** Please see the survey calculations in the addenda to this report.



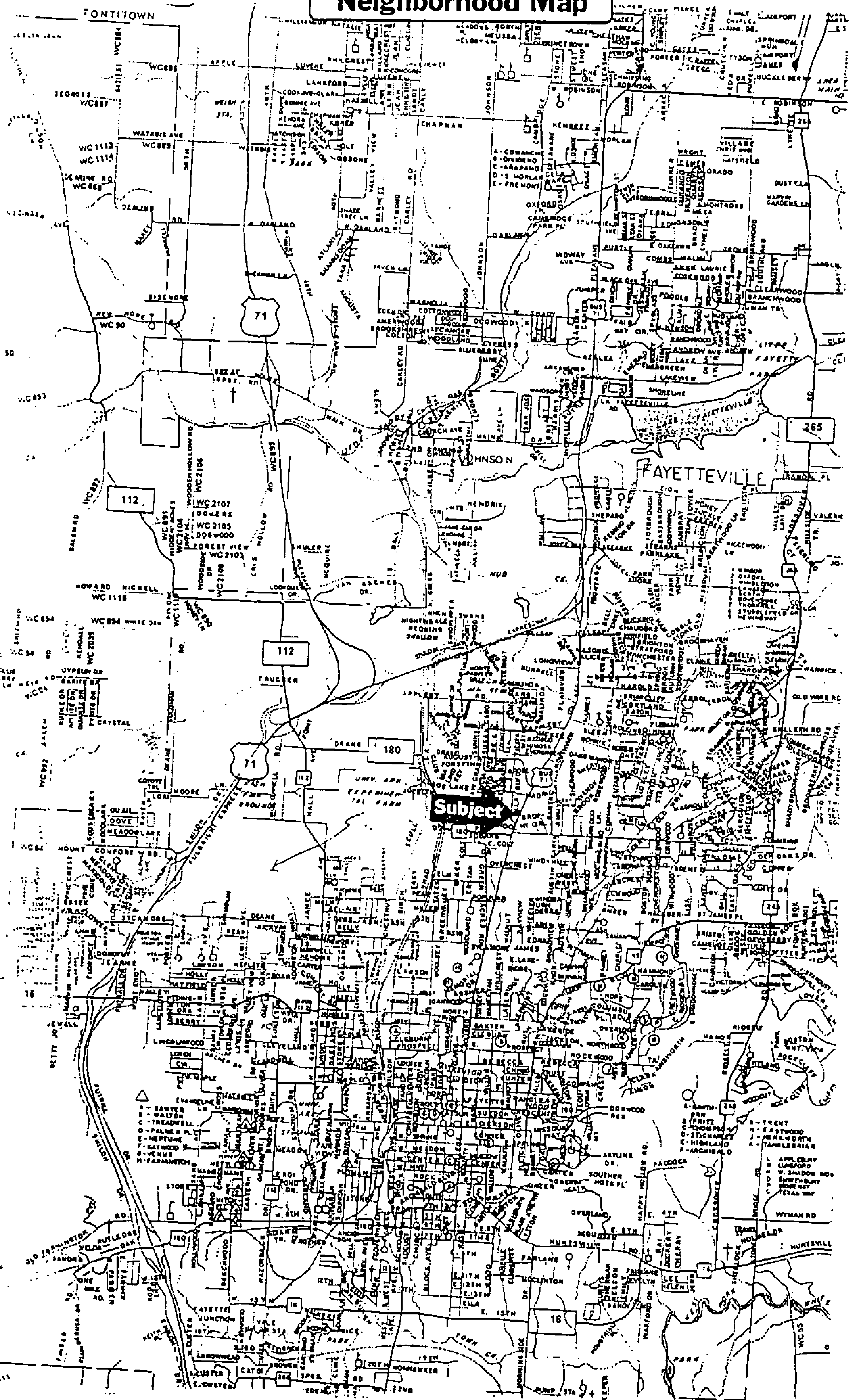
[1]Real Estate Appraisal Terminology, page 107



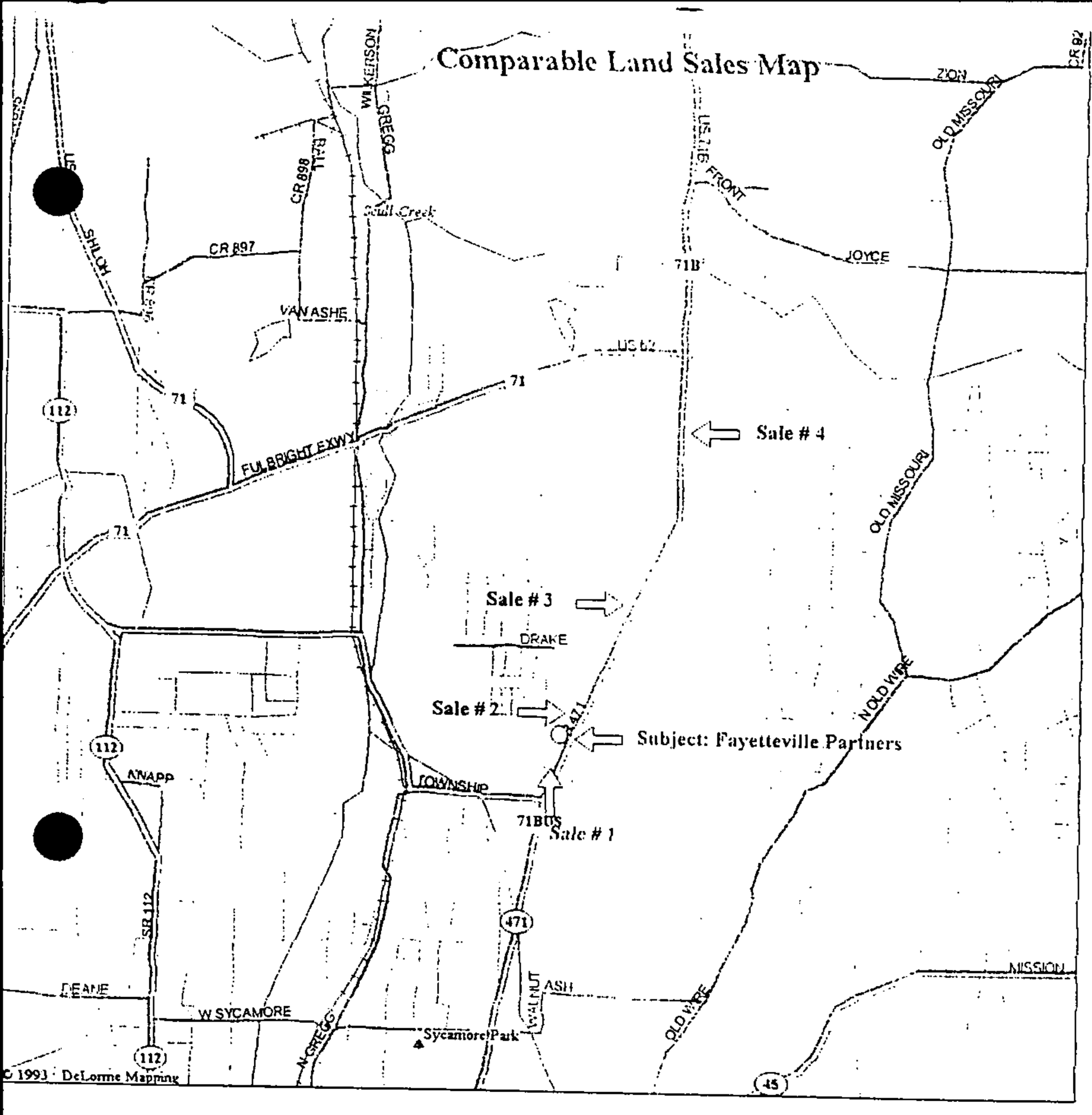
444-8500



Neighborhood Map



Comparable Land Sales Map



LEGEND

- State Route
- Park
- US Highway
- Population Center
- Street, Road
- *Hwy Ramp*
- Major Street/Road
- State Route
- US Highway
- [redacted]road
- River
- Open Water

Scale 1:31,250 (at center)

2000 Feet

1000 Meters

Mag 14.00
Fri Sep 05 08:51:58 1997

Sale # 1 (02189005-890314)

Seller: Williams, Murphy, Atherton, and Kane to Retail Buildings, Inc., an Oklahoma Corporation
Location: Pt SE SW 35-17-30

Sale Date: 3/14/89
Size: 1.30 acres
Sale Price: $210,000.00 or $3.71 per sq.ft.
Improvements: Older gas station building of no contributory value
Book & Page: 1310/758-759
Remarks:

Sale # 2 (02192005-921231)

Seller: Yat-Yuen & Vicky Ko to Keating Enterprises
Location: Pt NE SW 35-17-30 Fayetteville, Arkansas
2593 North College
Sale Date: 12/12/92
Size: 1.36 acres
Sale Price: $165,000.00
Improvements: Older CBC bld utilized as a restaurant and removed upon purchase.
Book & Page: 1340-075
Remarks: Property was below street grade and backed up to Villa Blvd. Site was acquired for an developed as a small retail strip center and mini storage warehouse

Sale # 3 (02293005-930510)

Seller: Ruth Hammond Trust to Kwik Industries Inc.
Location: Lot 4,Hammond Plaza
(North College Avenue, Fayetteville, Arkansas
Sale Date: 5/10/93
Size: 46,933 sq. ft.
Sale Price: $220,000.00
Improvements: None of value

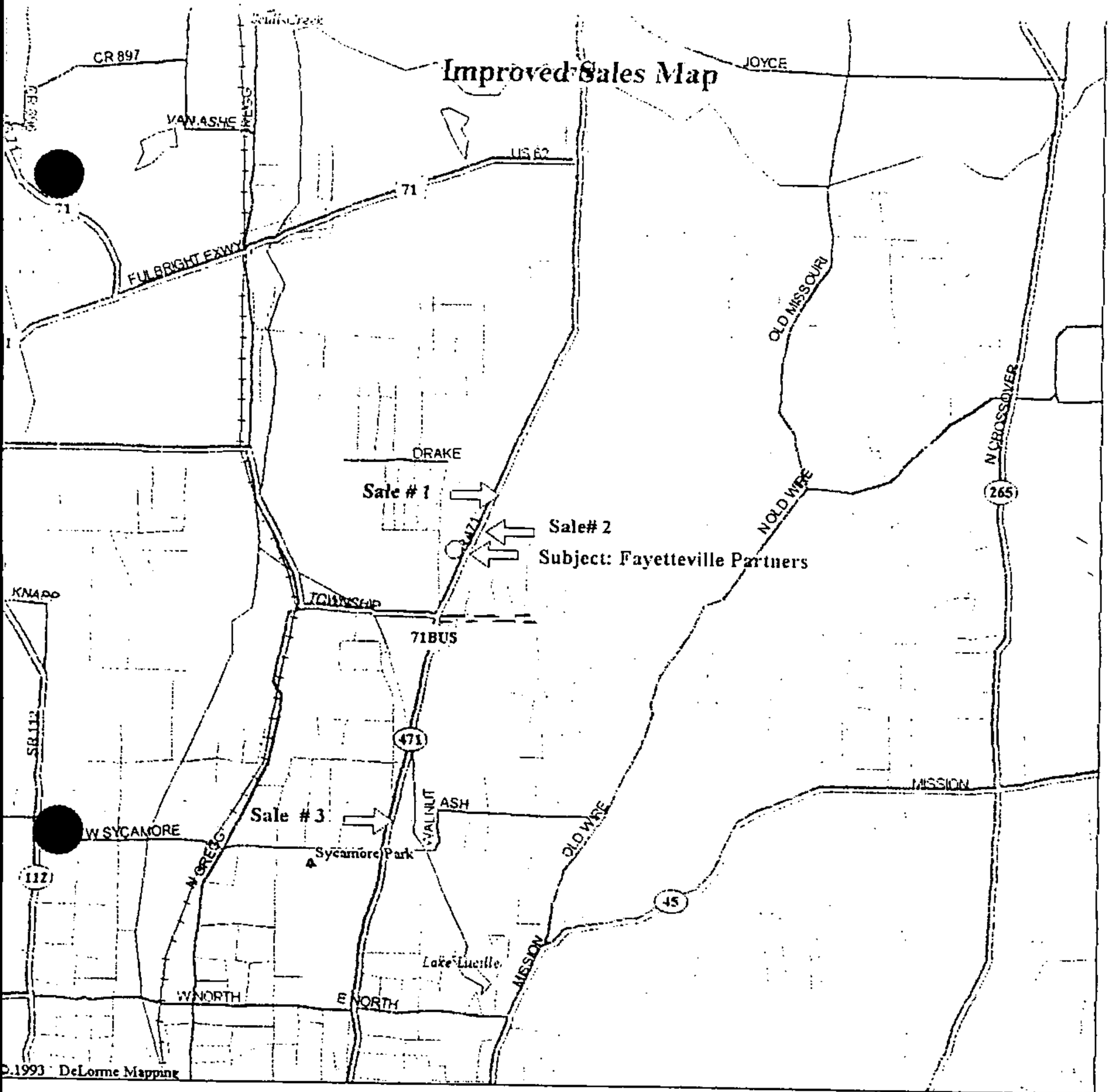
Book & Page: 93-26300
Remarks: West side of North College, south of Appleby Road
Lot required extensive fill and was acquired for use as the site of a Kwik Lube facility. 177 ft frontage

Sale # 4 (01494005-940809)

Seller: Skull Creek Development to Hospitality Specialists LLC
Location: Pt SE SE 26-17-30
North College Avenue, Fayetteville, Arkansas
Sale Date: 8/9/94
Size: .78 acres
Sale Price: $267,000.00
Improvements: None of contributory value

Book & Page: 94-48520
Remarks: Located on the east side of North College in front of Consumer's Market and acquired for use as the site of a Village Inn Restaurant.

Improved Sales Map



LEGEND

- State Route
- Park
- US Highway
- Population Center
- Street, Road
- Hwy Ramp
- Major Street/Road
- State Route
- US Highway
- [redacted]road
- River
- Open Water

Scale 1:31,250 (at center)

2000 Feet

1000 Meters

Mag 14.00

Fri Sep 05 08:54:19 1997

Sale # 1 (02289344-891009)

Seller: Tate Communications Inc., a Florida Corporation
William T. Blankenship or Cecelia R. Blankenship
Location: North College Avenue across from intersection of
North College and Drake Street, Fayetteville, AR.
Sale Date: 10/9/89
Size: .72 acres
Sale Price: $167,000.00
Improvements: 1,196 square foot frame, one story office bld
Carpet, CHA, 3 RR's with 2 fixtures, 7,450 sq. ft.
asphalt parking. 8 yr effective age.
Book & Page: 1337-641
Remarks: Originally designed and constructed for use as a fast
food restaurant, remodeled and purchased for a radio
station. Now acquired for a veterinary clinic

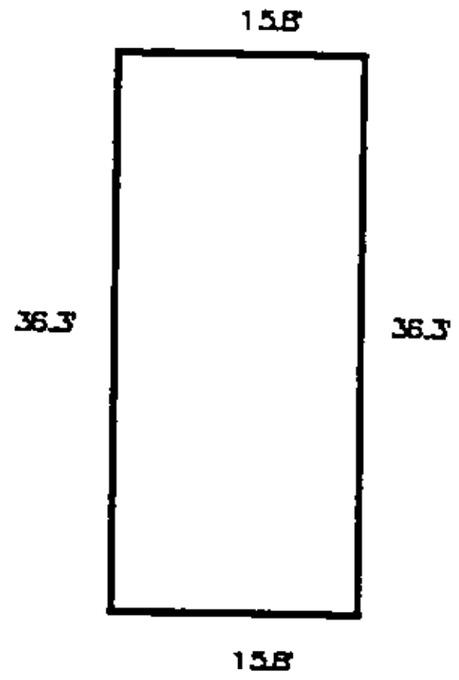
Sale # 2 (02295353-950412)

Seller: James M. Coger to Wade A. and Sybil R. Hart
Location: Pt Se SW 35-17N R30W Fayetteville, Arkansas
2548 North College Avenue
Sale Date: 4/12/95
Size: 125x274.7x131.83x229.87 (.72 acres)
Sale Price: $265,000.00
Improvements: Older fast food restaurant remodeled for use as
a video rental business. 2 RR's CHA, Brick and
stucco construction. Effective age of 25 years
2,100 sq. ft.
Book & Page: 95-017636
Remarks: Acquired for use as a Schlotsky's fast food restaurant
and extensively remodeled and renovated.

Sale # 3 (02995353-951209)

Seller: Raw Wood Furniture Inc. to Wanda Jean Vaughn, Trustee
Location: 1722 North College, Fayetteville, Arkansas
Pt SW SW 3-16-30
Sale Date: 12/9/95
Size: 102 x 237
Sale Price: $325,000.00
Improvements: Older CBC building 7,620 sq. ft. Built up roof, vinyl flooring, CHA 2,RR's
Book & Page: 95-66931
Remarks: East side of North College, just north of Sycamore

SKETCH/AREA TABLE ADDENDUM



2561 North College Avenue

SCALE: 1 Inch = 15 feet

NAME OF AREA	TOTALS
First Floor	570.94

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 10, 1997

Fayetteville Partners, an Arkansas General Partnership
% Charles D. Davidson
P.O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2
Offer Letter

Dear Property Owners:

As you are aware, the City of Fayetteville is planning the extension of Sunbridge Drive from Villa Avenue to College Avenue. A portion of this new street will encroach upon the subject property at 2516 N. College Avenue and is therefore necessary for the City to obtain areas of right of way and a temporary construction and grading easement from you across a portion of this property. Additional land for this purpose is also being acquired from the property to the North, owned by Ronald Curry and family. A temporary construction easement will be required so as to provide working area adjacent to the roadway itself, however, such easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and temporary easement. As noted therein, approximately 9,088 square feet (0.21 acre) of street right of way will be required from your property in order to implement this project. The temporary easement will be 10 feet wide and adjacent to the right of way portion that is to be acquired by the City. Some additional temporary easement is required in order to remove the building that currently houses the office of Ward Motor Company. In total, the temporary easement area amounts to 3,902 square feet and is shown in the attached diagram.

Included, please find a copy of an appraisal recently conducted for the acquisition of right of way for this property. The City of Fayetteville hereby offers **$54,900** for the area within the right of way (9,088 square feet), **$42,000** for the building, and **$2,360** as rental of the lands associated with the Temporary Construction and Grading Easement; making the total offer amount **$99,260**. These offer amounts are based on a rate of $6.04 per square foot of right of way and $0.604 per square foot as determined rental value (10%/ann. return) within the temporary easement.

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

The above offer is made contingent upon the approval of the City of Fayetteville City Council. Should you elect to accept this offer, please indicate so by signing and returning the enclosed copy of this letter. Included, please find a "Vendor Form" which should be completed by the partnership. This Vendor form should be returned with the signed copy of this offer letter. Once the City Council approval is obtained, both the *Warranty Deed* and the *Temporary Construction and Grading Easement* contained herein should be executed by one or more partners (or a witness). The documents should be notarized and returned to the City of Fayetteville. Upon approval by the City Council, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for your property has been determined by an independent appraisal and that amount will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, trust that you will accept the offer made herein by returning the signed copy of this letter, followed by execution of the attached *Warranty Deed* and the *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated documents. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/edc
Enclosures

VILLA MOBILE HOME PARK

TRAILER PARK

DRIVE

APPROXIMATE LOCATION OF SUNBRIDGE

FAYETTEVILLE PARTNERS

VILLA

COLLEGE AVENUE

STATE HIGHWAY NO. 471

1600 2

1600 1

1600 2

1600 6

Quest

1 2 9 10

HOME PARK

Y
VENTURE

CARLON CENTER

LOT 2

LOT 1

⑥
D.C. GOFF
1099-151

④
KEATING JOINT VENTURE
9630980

PIPE

⑦ 16016
CURRY FAMILY TRUST
9359181

BLEV'S
1979 SURVEY
CLIENT: CURRY
I-383

SET IP ON LINE

RRS

①
FAYETTEVILLE PARTNERS
1009-597
16022

BLEV'S
1979 SURVEY
CLIENT: CURRY
I-381

VILLA BLVD

SUNRIDGE DRIVE

SPRINKEL'S
1978 SURVEY
CLIENT: NETTLESHIP
G-939

WEST R/W VILLA BLVD

WEST R/W COLLEGE AVE

CRAFTON & TULL
1989 SURVEY
BRAUM'S ICE CREAM
D-2-869

②
BRAUM'S
RETAIL BUILDINGS, INC.
1310-758
(TAKEN FROM OLD DESCRIPTION)

BLEV'S
1981 SURVEY
BOB BROWN TIRE CO.
D-2-868

⑤
U OF A
9456988
16025-001

SPRINKEL'S
1978 SURVEY
- CLIENT
NETTLESHIP
G-940

FENCE

SCALE: 1"=25'

RONALD W. CURRY & MARY A. CURRY
FAMILY TRUST, U/T/D/ SEPTEMBER 28, 1993
DEED RECORD 9359181
16,664 SQ. FT. = 0.38 ACRES

FAYETTEVILLE PARTNERS
DEED BOOK 1008, PAGE 597
9,088 SQ. FT. = 0.21 ACRES

9,088 SQ. FT. = 0.21 ACRES

POB

Δ = 98°14'00"
R = 12.50'
T = 14.44'
L = 21.43'

Δ = 32°52'30"
R = 435.00'
T = 128.34'
L = 249.60'

249.60'

N02°37'37"E
61.82'

N02°26'34"E
27.40'

S82°14'27"E
357.34'

212.46'

Δ = 33°21'04"
R = 365.00'
T = 109.34'
L = 212.46'

S83°55'05"W
13.05'

Δ = 48°05'22"
R = 12.50'
T = 5.33'
L = 10.08'

N62°43'50"W
77.00'

Δ = 90°38'38"
R = 23.00'
T = 23.26'
L = 36.40'

S71°37'30"W
11.40'

S26°37'30"W
32.83'

N62°43'50"W
77.18'

Δ = 89°33'30"
R = 23.00'
T = 22.96'
L = 36.08'

N17°56'37"W
11.75'

S27°09'40"W
100.00'

COLLEGE AVENUE

'OB

VILLA BLVD.

- PERMANENT

- TEMPORARY

SCALE: 1"=25'

Δ = 98°14'00"
R = 12.50'
T = 14.44'
L = 21.43'

Δ = 32°52'30"
R = 435.00'
T = 128.34'
L = 249.60'

249.60'

10' TEMPORARY CONSTRUCTION EASEMENT

N02°37'37"E
61.82'

RONALD W. CURRY & MARY A. CURRY
FAMILY TRUST, U/T/D/ SEPTEMBER 28, 1993
DEED RECORD 9359181
15,794 SQ. FT. = 0.36 ACRES

POB

N02°28'54"E
27.40'

S83°55'05"W
13.06'

212.46'

S82°14'27"E
357.34'

N82°43'50"E
8.76'

N14°08'28"W
10.00'

N82°43'50"W 64.12'

Δ = 91°37'24"
R = 30.00'
T = 30.86'
L = 47.97'

S29°52'06"W
10.00'

S28°37'30"W
34.58'

Δ = 46°05'22"
R = 12.50'
T = 5.32'
L = 10.06'

10' TEMPORARY CONSTRUCTION EASEMENT

Δ = 33°21'04"
R = 365.00'
T = 109.34'
L = 212.46'

FAYETTEVILLE PARTNERS
DEED BOOK 1008, PAGE 597
9,088 SQ. FT. = 0.21 ACRES

9,088 SQ. FT. = 0.21 ACRES

N62°43'50"W

13'

36'

77.18'

36'

15'

10'

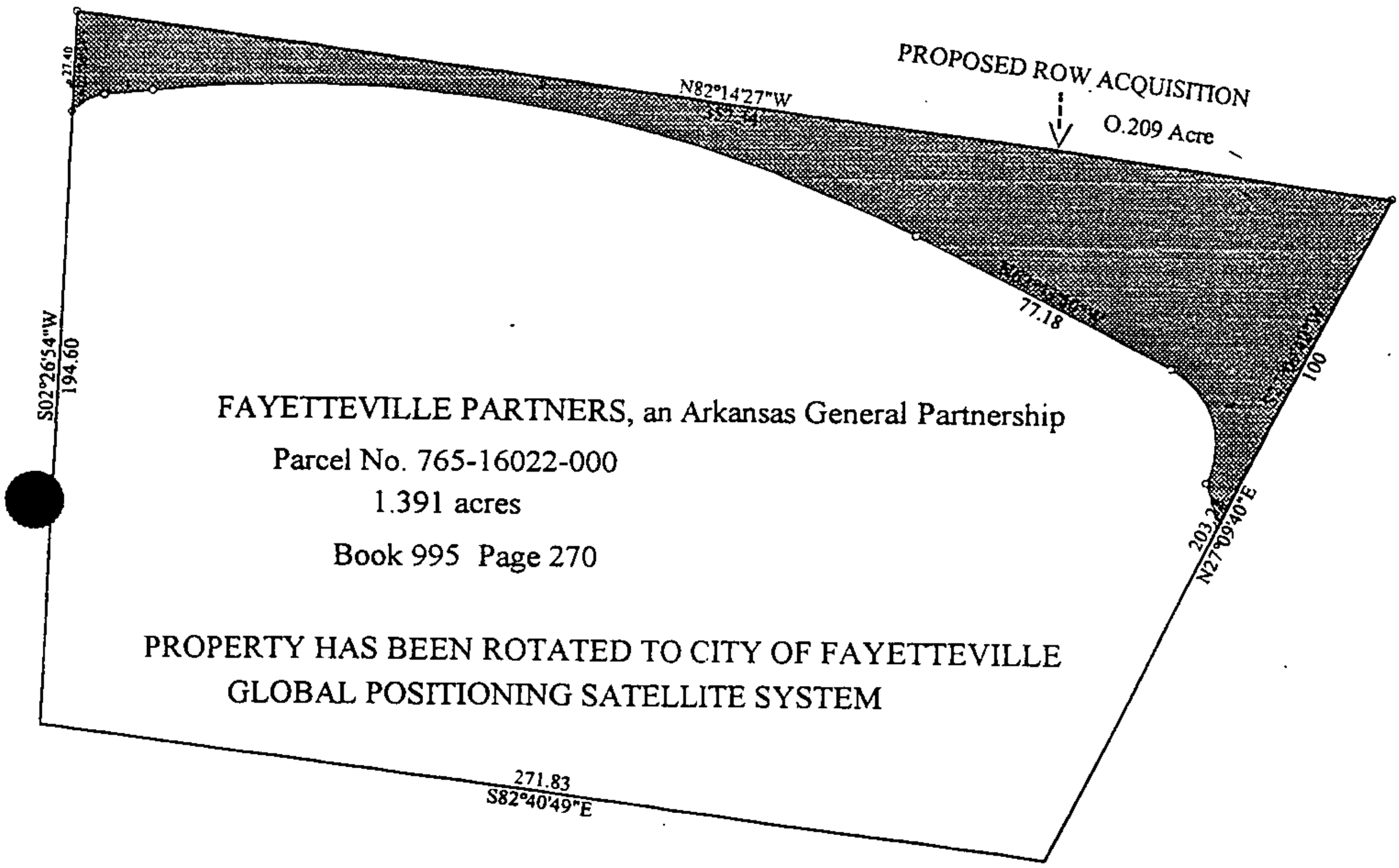
Δ = 89°53'30"
R = 23.00'
T = 22.96'
L = 36.08'

N17°58'37"W 11.75'

S27°06'40"W
100.00'

COLLEGE AVENUE

N



FAYETTEVILLE PARTNERS, an Arkansas General Partnership

Parcel No. 765-16022-000

1.391 acres

Book 995 Page 270

PROPERTY HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM

Title: Fayetteville Partners, College Avenue Property: Proposed ROW	Date: 08-28-1997
Scale: 1 inch = 50 feet	File: SUNB-FP3.WMF

Tract 1: 1.391 Acres: 60601 Sq Feet: 5630.0 Sq Meters: No significant closure error. : Perimeter = 1027 feet
Tract 2: 0.209 Acres: 9087 Sq Feet: 844.2 Sq Meters: No significant closure error. : Perimeter = 845 feet

001=/N90.0W 317
002=/S27.0940W 142.5
003=/S27.0940W 203.22
004=N27.0940E 203.22
[illegible]=N82.1427W 357.34
[illegible]=S02.2654W 194.60
007=S82.4049E 271.83
008=@6
009=**S82.1427E 357.34
010=S27.0940W 100
011=N17.5837W 11.75
012: Lt, R=23, Arc=36.08
Bng=N17.4705W, Chd=32.5
013=N62.4350W 77.18
014: Lt, R=365, Arc=212.46
Bng=N79.2423W, Chd=209.48
015=S83.5505W 13.05
016: Lt, R=12.5, Arc=10.06
Bng=S60.5350W, Chd=9.80
017=N02.2654E 27.40

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16022-000
Tract No. 2

WARRANTY DEED
PARTNERSHIP

BE IT KNOWN BY THESE PRESENTS:

THAT **Fayetteville Partners, an Arkansas General Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36' 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37' 30" West 142.50 feet to the Point of Beginning; thence continuing along said West right of way line South 27° 09' 40" West 100.00 feet; thence leaving said West right of way line North 17° 58' 37" West 11.75 feet to a curve; thence along the curve to the left a distance of 36.08 feet, said curve having a chord bearing and distance of North 17° 47' 05" West 32.50 feet, a radius of 23.00 feet, and a delta angle of 89° 53' 30"; thence North 62° 43' 50" West 77.18 feet to a curve; thence along the curve to the left a distance of 212.46 feet, said curve having a chord bearing and distance of North 79° 24' 23" West 209.48 feet, a radius of 365.0 feet, and a delta angle of 33° 21' 04"; thence South 83° 55' 05" West 13.05 feet to a curve; thence along the curve to the left a distance of 10.06 feet to the West property line, said curve having a chord bearing and distance of South 60° 53' 50" West 9.80 feet, a radius of 12.50 feet, and a delta angle of 46° 05' 22"; thence along said West property line North 02° 26' 54" East 27.40 feet; thence along the North property line South 82° 14' 27" East 357.34 feet to the Point of Beginning, containing 9,088 square feet (0.21 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 1997.

Name of Grantor/Partnership: Fayetteville Partners, an Arkansas General Partnership

Mailing Address: P.O. Box 1300

Little Rock, AR 72203

SIGNED BY:

_____ _____

Charles D. Davidson
(Please print or type Name and Title)

_____
(Please print or type Name and Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Charles D. Davidson** and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____ of the **Fayetteville Partners**, an **Arkansas General Partnership**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said **Fayetteville Partners**, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1997.

MY COMMISSION EXPIRES:

_____

_____
Notary Public

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16022-000
Tract No. 2

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Fayetteville Partners, an Arkansas General Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for the extension of Sunbridge Drive, to-wit:

PROPERTY DESCRIPTION:

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at a point 317.0 feet West, thence South 24° 03' 00" West 142.50 feet and North 85° 09' 45" West 150.00 feet from the Northeast corner of said forty acre tract, and running thence North 85° 09' 45" West 207.34 feet to the East right of way of Villa Drive; thence along said right of way South 00° 33' 00" East 194.60 feet; thence leaving said right of way and running South 85° 33' 00" East 122.20 feet; thence North 23° 57' 20" East 204.18 feet to the point of beginning.

AND

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at a point West 317.0 feet; thence South 24° 03' 00" West 142.50 feet from the Northeast corner of said forty acre tract, and running thence North 85° 09' 45" West 150.00 feet; thence South 23° 57' 20" West 204.18 feet; thence South 85° 33' 00" East 150.00 feet to the west right of way of U.S. Highway #71; thence along said Highway right of way North 24° 03' 00" East 203.22 feet to the point of beginning.

LESS AND EXCEPT: A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36' 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37' 30" West 142.50 feet to the Point of Beginning; thence continuing along said West right of way line South 27° 09' 40" West 100.00 feet; thence leaving said West right of way line North 17° 58' 37" West 11.75 feet to a curve; thence along the curve to the left a distance of 36.08 feet, said curve having a chord bearing and distance of North 17° 47' 05" West 32.50 feet, a radius of 23.00 feet, and a delta angle of 89° 53' 30"; thence North 62° 43' 50" West 77.18 feet to a curve; thence along the curve to the left a distance of 212.46 feet, said curve having a chord bearing and distance of North 79° 24' 23" West 209.48 feet, a radius of 365.0 feet, and a delta angle of 33° 21' 04"; thence South 83° 55' 05" West 13.05 feet to a curve; thence along the curve to the left a distance of 10.06 feet to the West property line, said curve having a chord bearing and distance of South 60° 53' 50" West 9.80 feet, a radius of 12.50 feet, and a delta angle of 46° 05' 22"; thence along said West property line North 02° 26' 54" East 27.40 feet; thence along the North property line South 82° 14' 27" East 357.34 feet to the Point of Beginning, containing 9,088 square feet (0.21 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement ten (10) feet in width lying South of and being adjacent to the above described LESS AND EXCEPT area, and shall include additional footage to maintain 10 feet of temporary construction and grading easement South, East, and West of an existing 15' x 36' building. This temporary construction and grading easement contains 3,902 square feet (0.09 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 1997.

Name of Grantor/Partnership: Fayetteville Partners, an Arkansas General Partnership

Mailing Address: P.O. Box 1300

Little Rock, AR 72203

SIGNED BY:

_____ _____

Charles D. Davidson _____
(Please print or type Name and Title)

(Please print or type Name and Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Charles D. Davidson** and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____ of the **Fayetteville Partners, an Arkansas General Partnership**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said **Fayetteville Partners**, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1997.

MY COMMISSION EXPIRES:

_____
Notary Public

_____

ArkBest Realty, Inc.

Brokerage • Management • Development

P.O. Box 1300
Little Rock, Arkansas 72203-1300

501-374-7222
Fax 501-374-5917

October 13, 1997

Mr. Ed Connell
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

Re: Sunbridge Drive Extension

Dear Mr. Connell:

This letter is to request the status of the City of Fayetteville considering the extension at Sunbridge Drive from Villa Boulevard to College Avenue. Is the City still considering this extension? If so, will there be a light at Sunbridge Drive and College Avenue? Also, we would need to know again what the City of Fayetteville is proposing to pay for Fayetteville Partners' land.

Please let us know the status of the above extension.

Sincerely,

Carrie Holyfield
Property Manager/Broker

CGH:mm

Davidson Law Firm, Ltd.

ATTORNEYS AND COUNSELORS AT LAW

CHARLES DARWIN "SKIP" DAVIDSON, J.D.
GARY P. BARKET, J.D.
STEPHEN L. GERSHNER, J.D.
BRANDON L. CLARK, J.D.
DARWIN DAVIDSON, C.P.A., J.D.

724 GARLAND STREET
CANTRELL AT STATE
P.O. BOX 1300
LITTLE ROCK, ARKANSAS 72203
(501) 374-9977
FAX (501) 374-5917

ROBERT W. SIMMONS, PARALEGAL
LYNDA E. DEAN, PARALEGAL
EDWINA KEITH, PARALEGAL

LINDA HATCHETT, OFFICE MANAGER

October 14, 1997

Mr. Donald R. Bunn
City Engineer
The City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2
Offer Letter

Dear Mr. Bunn:

Fayetteville Partners is an Arkansas General Partnership owned by Charles Darwin Davidson. I am writing this letter as owner and attorney.

The City of Fayetteville has offered a total of $99,260 for the permanent taking and the temporary easement.

We have analyzed the offer and propose the following counteroffer.

Regarding the building, the current rental on the building is $6,996 per year. We believe this is a conservative rental and if this tenant moved, we would increase the rent substantially. Nevertheless, we are using this rental figure for calculating the value. Assuming an eight percent (8%) capitalization rate, the building has a value of $87,450. Your offer of $42,000 is therefore rejected.

Regarding the land, your offer is for $6.04 per square foot. We value the front half of the property at $10 per square foot. The back half of the property would have a reasonable value of $6 per square foot. Please recalculate the square footage based upon our estimate of value of $10 per square foot for the front half, and $6 per square foot for the back half. The $10 per square foot for the front half, and $6 per square foot for the back half should also be used in calculating the rental value of the temporary easement.

An additional concern is where the utilities would be placed or moved. Please notify me specifically where all of the utility lines will be. There are gas lines on the property which you intend to take. There are also overhead power lines. Please provide me the information with regard to relocation of all utilities.

Finally, I understand a stop light is planned on Highway 71. Please confirm the installation of the stop light and the timing for such installation.

Sincerely,

Charles Darwin "Skip" Davidson

CDD:lh
cc: Mr. Darwin Davidson

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 20. 1997

Mr. Keith Schultz
Associated Appraisers, Inc.
555 E. J. Ball Plaza
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
City Project No. 97029
Fayetteville Partners, an Arkansas General Partnership
Appraisal Review Request

Dear Kerry:

Today, we received the attached letter from Mr. Charles Davidson, owner of Fayetteville Partners and the land on North College Avenue which is part of the subject project. Mr. Davidson rejected our offer of October 10, 1997 and has presented a counteroffer as part of this letter.

We would appreciate a review of your appraisal on this property acquisition as well as your opinion and comments on the methods used by Mr. Davidson in placing value on the building and land segregation. We need to respond to Mr. Davidson in a timely manner and need a basis for response that meets with your evaluation of a defensible approach.

Let me know if you have any questions. We appreciate your assistance.

Sincerely,

Edward D. Connell
City Land Agent

Enclosures

\edc

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

Associated Appraisers, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

November 4, 1997

Mr. Ed Connell
City Land Agent
City of Fayetteville
City Administration Building
Fayetteville, AR 72701

Re: Sunbridge Road Extension/Fayetteville Partners

Dear Ed;

I reviewed your letter of October 20,1997 as well as the letter from Mr. Davidson in regards to be above referenced matter.

Mr. Davidson calculated a value of the building based on the current rent of $6,996.00 per year. I would need a copy of the lease agreement to confirm the rental. At the time of my inspection the lessee was not present and the employee did not know the terms of the agreement. Mr. Davidson's capitalization rate indicates a rate of eight (8) percent. This is of course well below the current mortgage rate and I would be interested in how he arrived at that rate. A capitalization rate applies to the leased property, not just the building. Therefore he can't add his opinion of the value of the land to the income value of the building.

Finally, Mr. Davidson would need to provide some sales data to justify his value of $10.00 per square foot.

Sincerely,

Keith L. Schultz

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 12, 1997

Fayetteville Partners, an Arkansas General Partnership
Mr. Charles D. Davidson, Esquire
P. O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2

Dear Mr. Davidson:

We are in receipt of your letter of October 14, 1997, and have now had the opportunity to review the counteroffer presented with regard to the City of Fayetteville's proposed acquisition of part of your property located at 2516 N. College Avenue for the proposed extension of Sunbridge Drive. We apologize for the delay in our response.

In reviewing your counteroffer, we would like to bring the following items to your attention:

1) The independent appraiser that estimated the fair market value on this parcel for acquisition did not utilize the income approach for valuation because of the conservative rental that is paid by the Ward Bros. Auto Sales. Utilizing the income approach based on this rental would have given an unrealistically low value to the building and the property. Using accepted approaches, the rental on this portion of property could be $300-$400/mo. below average for a commercial retail business.

2) The use of capitalization rates to determine value must apply to both land and improvements, not just improvements. Further, the use of a cap. rate applies to net income, not gross income. Further, we are advised by local financial institutions and land appraisers that accepted overall cap. rates for local commercial businesses are generally in the 10.0% to 10.5 % range; seldom below 9.0%, again based on net income. If your figure of an overall 8% cap. rate and the rental of $6,996/yr. is used as net income instead of gross income, then the building plus the land would have a value of $87,450 for the entire tract of land presently occupied by Ward Bros. Auto. Utilizing this area alone, the City is offering $42,000 for the building and $40,667 for the land that is part of the tract presently occupied by Ward. This would leave approximately $32,828 worth of land unacquired (12,168 ft² total land presently occupied by Ward - 6,733 ft² to be acquired by the City, leaving 5,435 ft² at $6.04/ft²). Based on these calculations, your counteroffer of $87,450 for the building is considered unacceptable.

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

Attached herewith are some value determination using the income approach, including the basis and all of the factors that were used in such calculations. Using acceptable financing guidelines, a basic overall Capitalization Rate of 9.0% is determined (7.28% for land and 10.39% for the building and improvements). We used various rental rates to illustrate the significant difference between your current rental rate and a generally accepted level. In none of these cases does the determined value of the building and improvements reach the $42,000 being offered. These calculations are for the Ward Bros. Auto portion of your property only, since the purpose was to illustrate the method of determining cap. rates for the land and the improvements. It further illustrates that utilization of the income approach is misleading in this case for determining the actual fair market value of the property to be acquired by the City.

The appraiser for this project has informed us that there are no recent land sales in the general area that are based on a land value in excess of about $6.00/ft². Appraisals conducted by other independent appraisers on properties along College Avenue, within a quarter of mile of your property, have indicated land values in the area of $5.00/ft² for 1.0 ± acre parcels. Further North, around Northwest Arkansas Mall, land values are considerably higher, in the range of $8-10/ft². Appraisals are based on the total parcel and not a segregation of lands within that parcel. After reviewing the numbers, the City is confident that the value of $6.04/ft² for the lands to be acquired is equitable compensation and believes such value can be properly defended in court.

3) It is our opinion that the extension of Sunbridge to College Avenue will enhance the value of the remaining property, although that benefit cannot be utilized in determining the fair market value of the acquisition. We further anticipate that, with the installation of the new street, your property will no longer need the access drive that currently is used to access College Avenue from Fox Children's Academy, thus opening additional area for future improvements.

4) Your letter indicated a concern about utility relocation. Telephone, power and gas lines that are located along the North side of this property will require relocation. The final design work on the street itself is now being completed. When completed, these plans will be submitted to the utility companies. Each company will then work up their proposed plans for relocation. Thus we do not have specifics about the relocation(s) at this time.

5) In regard to the stop light at College, the Arkansas State Highway and Transportation Department is currently reviewing the traffic study information and a decision is currently pending.

In an effort to reach a final settlement between Fayetteville Partners and the City on this proposed acquisition, the City would offer to increase the compensation by ten percent. The City hereby offers **$60,390** for the area within the right of way (9,088 ft²), **$46,200** for the building, and **$2,600** for rental of the lands associated with the Temporary Construction Easement, making the total compensation offer amount **$109,190.**

We hope that you will find this final offer acceptable. You can indicate your acceptance by signing and returning the enclosed duplicate copy of this letter. As noted in our previous correspondence, all offers made by the City staff herein are subject to City Council approval. That approval will be sought once all parties to this expansion project are in agreement. As of this date, one of the three parties has returned their signed letter. If you return a signed copy of this letter, please fill out and return the included *Vendor Form* which is necessary in order for the City to issue a check.

The following is required information/language that was also included in our first letter:

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed and the amount that the City has determined, and offered herein, to be just compensation for the use and acquisition of your property will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine the just compensation for your lands condemned. In either event, payment of the estimated compensation will be made available to you.

We, however, ask that you accept the offer made herein by signing and returning the duplicate to this letter. We are returning herewith our original *Offer Letter* to you, dated October 10, 1997, which had the documentation and *Vendor Form* attached.

We would be pleased to meet with you at any time if you are coming to the Fayetteville area, or would be pleased to discuss any aspects of this offer or the project by phone. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

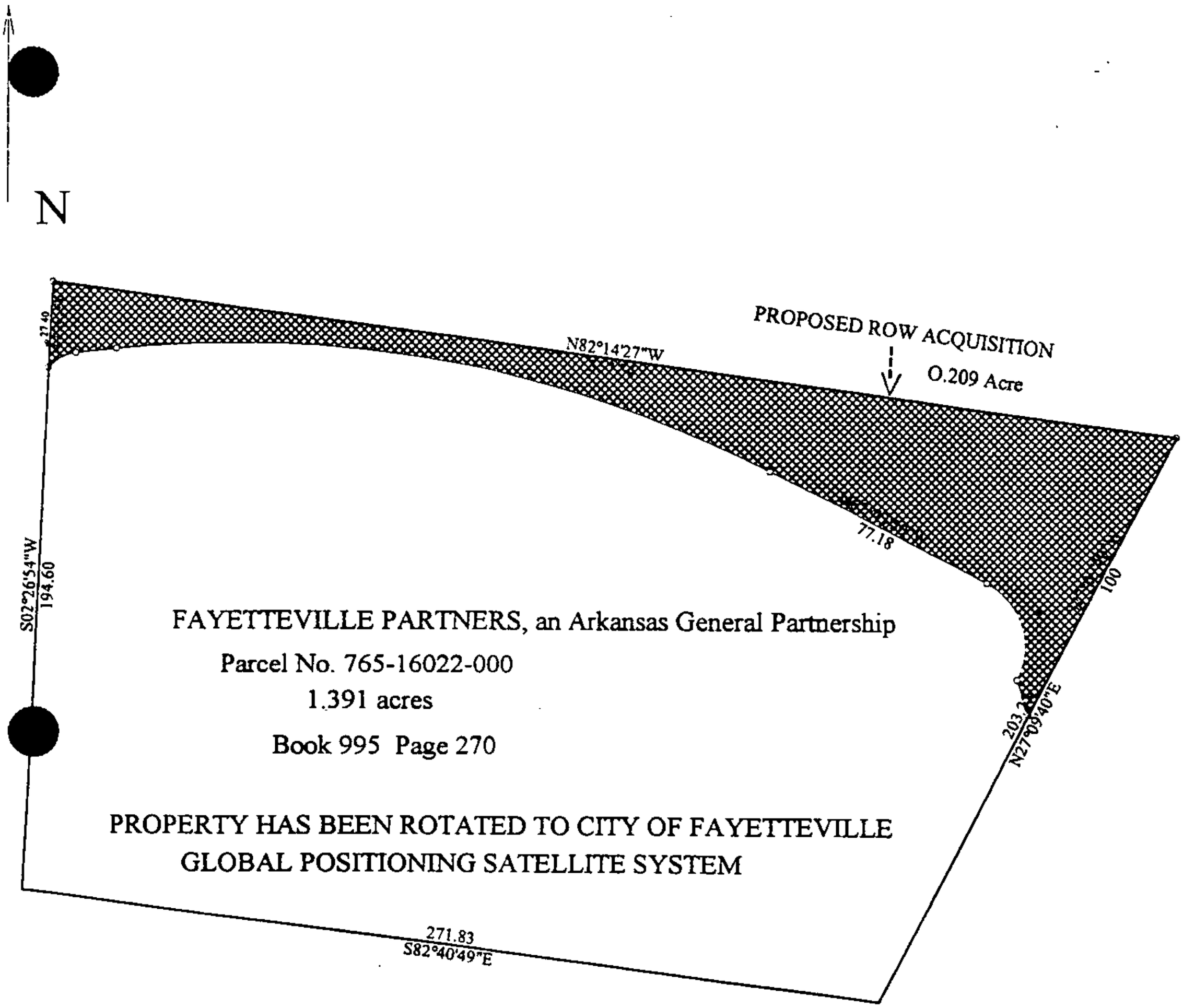
ACKNOWLEDGED AND ACCEPTED:

FAYETTEVILLE PARTNERS, AN ARKANSAS CORPORATION

DRB/edc
Attachments

_____
Charles D. Davidson, J.D.

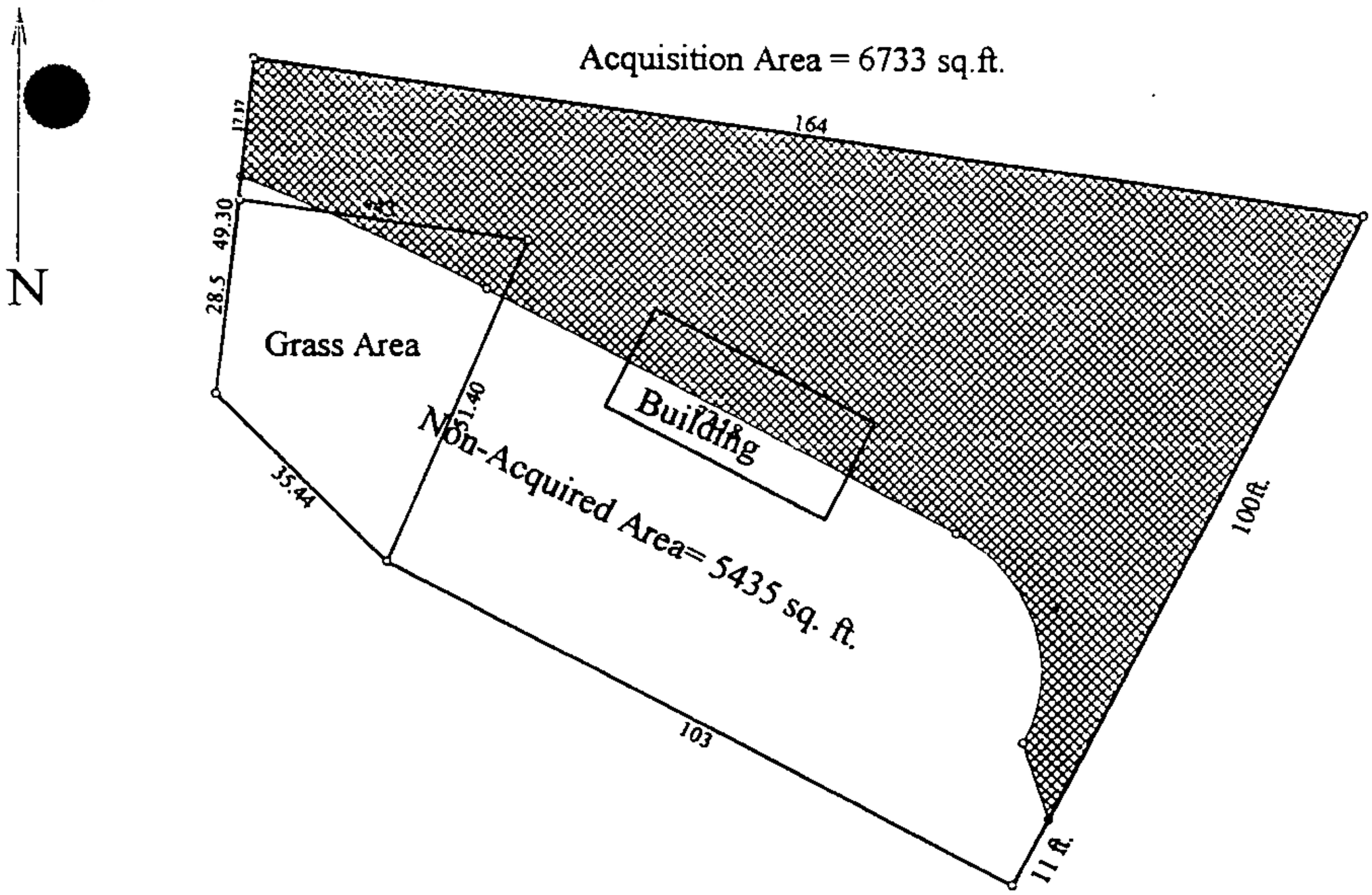
_____
Date



Title: Fayetteville Partners, College Avenue Property: Proposed ROW	Date: 08-28-1997
Scale: 1 inch = 50 feet	File: SUNB-FP3.WMF

Tract 1: 1.391 Acres: 60601 Sq Feet: 5630.0 Sq Meters: No significant closure error. : Perimeter = 1027 feet
Tract 2: 0.209 Acres: 9087 Sq Feet: 844.2 Sq Meters: No significant closure error. : Perimeter = 845 feet

001=/N90.0W 317
002=/S27.0940W 142.5
003=/S27.0940W 203.22
004=N27.0940E 203.22
005=N82.1427W 357.34
[illegible]=S02.2654W 194.60
007=S82.4049E 271.83
008=@6
009=**S82.1427E 357.34
010=S27.0940W 100
011=N17.5837W 11.75
012: Lt, R=23, Arc=36.08
Bng=N17.4705W, Chd=32.5
013=N62.4350W 77.18
014: Lt, R=365, Arc=212.46
Bng=N79.2423W, Chd=209.48
015=S83.5505W 13.05
016: Lt, R=12.5, Arc=10.06
Bng=S60.5350W, Chd=9.80
017=N02.2654E 27.40



Title: Fayetteville Partners (Ward Bros. Auto)	Date: 12-12-1997
Scale: 1 inch = 30 feet	File: SUNB-02D.WMF

+Tract 1: 0.279 Acres: 12168 Sq Feet: 1130.4 Sq Meters: No significant closure error. : Perimeter = 463 feet
-Tract 2: 0.034 Acres: 1464 Sq Feet: 136.0 Sq Meters: No significant closure error. : Perimeter = 158 feet
-Tract 3: 0.013 Acres: 576 Sq Feet: 53.5 Sq Meters: No significant closure error. : Perimeter = 104 feet
Tract 4: 0.155 Acres: 6732 Sq Feet: 625.4 Sq Meters: No significant closure error. : Perimeter = 446 feet
Net Area= 0.233 Acres: 10128 Sq Feet: 940.9 Sq Meters

001=*S82.1427E 164
002=**S27.0940W 111
003=*N62.4350W 103
004=*N45.5150W 35.44
005=*N06.0028E 49.30
006=@4 -
007=*N45.5150W 35.44
008=*N06.2640E 28.5
009=*S82.1427E 43
010=*S23.2048W 51.40
011=@2 -
012=/N82.1427W 52.5
013=/S27.0940W 42.5
014=*N62.5020W 36
015=*S27.0940W 16
016=*S62.5020E 36
017=*N27.0940E 16
018=@1
019=*S82.1427E 164
020=**S27.0940W 100
021=*N17.5837W 11.75
022: Lt, R=23
Bng=N17.4705W, Chd=32.5
023=*N62.4350W 77.18
024: Lt, R=365, Arc=40.03
025=*N06.0028E 17.37

WARD BROTHERS AUTO AREA

Total Land Area (See diagram)	12,168 ft² (0.279 Acre) Estimated
Area of Acquisition	6,733 ft² (0.155 Acre_)
Remainder	5,435 ft² (0.124 Acre)

BASIS FOR DETERMINING NET OPERATING INCOME & CAPITALIZATION RATE
-MORTGAGE EQUITY TECHNIQUE

The Income Approach

In the Income Approach, the value of property may be determined by the amount of Net Income it can reasonably produce over its remaining life. The following equation is used to ascertain a value estimate:

Value = Net Income / Capitalization Rate

The following steps are taken in order to obtain a value estimate utilizing the Income Approach:

1) Property: Part of a 1.39 acre parcel owned by Fayetteville Partners

   a) Property occupied by Ward Bros. Auto Sales
      - 12,168 ft² total land
      - 18 yr. old Class C Masonry Building containing 576 ft²
      - City to acquire 6733 ft² & Building

2) Obtain a reliable Economic or Market rent for the subject property, either from the actual rental of the property or from research of comparable rentals in the market place. Fayetteville Partners has indicated a annual gross income (lease) from this property of $6996.00.

3) Develop an Income Statement for the subject property. The following Income Statements are generated for various Gross Revenues to illustrate that the subject property could command higher rental rates.

4) Develop an overall capitalization rate applicable to the subject property and dependent capitalization rates for the land and improvements to such property. The capitalization rate(s) take into account the rate of return that a prudent investor would seek, the degree of risk involved, liquidity, returns available on alternative type investments, current mortgage terms, mortgage principal reduction, and potential appreciation.

MORTGAGE-EQUITY TECHNIQUE

The mortgage equity technique is a precise method of obtaining a capitalization rate as it considers two (2) factors beyond those used in conventional capitalization rates. First, the technique makes a compensation for equity build-up. As time passes the owner, through the payments of debt service is slowly building equity in the property by reducing the principal. Therefore, a deduction from the basic capitalization rate is necessary to compensate for the equity build-up from mortgage principal reduction. Secondly, the mortgage equity method includes a provision for the depreciation or appreciation of land or property during the income projection period (holding time).

BASIS:

1. Typical investors would be able to acquire financing under the following terms; 80% loan to Value Ratio @ 9.5% for 20 years.

2. 8% return on real property investment; thus a equity yield rate of 8% is used.

3. Property holding time: 10 years

4. Real property will appreciate 25% over holding period.

5. Improvements will depreciate 20% over the holding period.

Value Determination Via Income Approach

Land Value: 12,168 ft² @$6.04/ft² =	$73,495.00				
Depreciated Cost: Bldg. & Improvements =	$42,000.00				
Total	$115,495.00				
					Reported
Rental, % Investment	9.50%	10.0%	10.5%	6.06%	
Estimated Gross Rental Income =	10400.00	11550.00	12125.00	6996.00	
Less: Operating Expenses					
Taxes	800.00	800.00	800.00	800.00	
Insurance(Est)	500.00	500.00	500.00		
Utilities		by Lessee			
Maintenance(Est)	400.00	400.00	400.00	400.00	
Management(5%)	520.00	575.00	605.00	200.00	
Replacement Reserves(5%)	500.00	550.00	600.00		
Operating Expenses	$2,720.00	$2,825.00	$2,905.00	$1,400.00	(Reported)
% of Gross	26.15%	24.46%	23.96%	20.01%	
Net Operating Income	$7,680.00	$8,725.00	$9,220.00	$5,596.00	

The Equity technique is a method of obtaining a capitalization rate.

Explination and basis:

DEVELOPMENT OF CAPITALIZATION RATE:

L/V x Amortization Factor:				
1st Mortgage = .80 x .1119 =	0.08952	0.08952	0.08952	0.08952
E/V x Equity Yield Rate:				
Equity = 0.20 x .08 =	0.01600	0.01600	0.01600	0.01600
Total	0.10552	0.10552	0.10552	0.10552
Less Credit for Equity Build–up:				
% of Mortgage Paid–off x L/V x Sinking Fund				
.27964 * .8 * .069029 =	0.01544	0.01544	0.01544	0.01544
Basic Capitalization Rate:	0.09008	0.09008	0.09008	0.09008
Unload for Land Appreciation:				
Appreciation over Holding Period * Sinking Fund				
.25 * 0.069029 =	0.01726	0.01726	0.01726	0.01726
Capitalization Rate for Subject Land:	0.07282	0.07282	0.07282	0.07282

Add for Bldg. & Improvement Depreciation:

Depreciation Over Holding Period * Sinking Fund				
.20 * 0.06029=	0.01381	0.01381	0.01381	0.01381
Capitalization Rate for the subject Building (Basic Cap + Bldg. & Impr. Depr.)	0.10389	0.10389	0.10389	0.10389
DETERMINATION OF VALUE – BUILDING RESIDUAL METHOD				
Net Operating Income, $	7680.00	8725.00	9220.00	5596.00
Less: Income Attributal to Land				
(Land Value * Capitalization Rate for Land)				
$ 73,500 * 0.7282 = $	5425.09	5425.09	5425.09	5425.09
Income Attributal to Bldg. and Improv.:$	$2,254.91	$3,299.91	$3,794.91	$170.91
Capitalize @ Building Capitalization Rate:				
(Building Net Inc. / Capitalization Rate)				
x / .10389 = Building & Impr. Value,$	$21,704.78	$31,763.50	$36,528.15	$1,645.11
Indicated Value by Income Approach				
Building:$	19800.00	29850.00	34600.00	1645.00
Land:$	73500.00	73500.00	73500.00	73500.00
VALUE (Ward Bros. Auto only)	$93,300.00	$103,350.00	$108,100.00	$75,145.00
Average $94,562.50				

Indicated Value (Acquisition portion only – Ward)				City Offer ±
Land: 6733 ft² @ $6.04/ft²=	$40,667.32	$40,667.32	$40,667.32	$40,667.32
Building & Improvements	$19,800.00	$29,850.00	$34,600.00	$42,000.00
Total	$60,467.32	$70,517.32	$75,267.32	$82,667.32
Non–Acquired Remainder (Ward) 5435 ft² @ $6.04/ft²	$32,827.40	$32,827.40	$32,827.40	$32,827.40
TOTAL	$93,294.72	$103,344.72	$108,094.72	$115,494.72

CITY OFFER, TOTAL FAYETTEVILLE PARTNERS LAND

Ward Bros. Auto;	
Land, 6733 ft² @ $6.04/ft²	$40,670.00
Bldg. & Improvements	$42,000.00
Other Land for Road Right of Way;	
Land, 2355 ft² @ $6.04/ft²	$14,230.00
Temporary Construction Easement	
TCE, 3902 ft² @ $0.604/ft²	$2,360.00
TOTAL COMPENSATION OFFER	$99,260.00

BASIS FOR DETERMINING NET OPERATING INCOME & CAPITALIZATION RATE
-MORTGAGE EQUITY TECHNIQUE

The Income Approach

In the Income Approach, the value of property may be determined by the amount of Net Income it can reasonably produce over its remaining life. The following equation is used to ascertain a value estimate:

Value = Net Income / Capitalization Rate

The following steps are taken in order to obtain a value estimate utilizing the Income Approach:

1) Property: Part of a 1.39 acre parcel owned by Fayetteville Partners

   a) Property occupied by Ward Bros. Auto Sales
      - ▹ 12,168 ft² total land
      - ▹ 18 yr. old Class C Masonry Building containing 576 ft²
      - ▹ City to acquire 6733 ft² & Building

2) Obtain a reliable Economic or Market rent for the subject property, either from the actual rental of the property or from research of comparable rentals in the market place. Fayetteville Partners has indicated a annual gross income (lease) from this property of $6996.00.

3) Develop an Income Statement for the subject property. The following Income Statements are generated for various Gross Revenues to illustrate that the subject property could command higher rental rates.

4) Develop an overall capitalization rate applicable to the subject property and dependent capitalization rates for the land and improvements to such property. The capitalization rate(s) take into account the rate of return that a prudent investor would seek, the degree of risk involved, liquidity, returns available on alternative type investments, current mortgage terms, mortgage principal reduction, and potential appreciation.

CITY OFFER, TOTAL FAYETTEVILLE PARTNERS LAND

Ward Bros. Auto;	
Land, 6733 ft² @ $6.04/ft²	$40,670.00
Bldg. & Improvements	$42,000.00
Other Land for Road Right of Way;	
Land, 2355 ft² @ $6.04/ft²	$14,230.00
Temporary Construction Easement	
TCE, 3902 ft² @ $0.604/ft²	$2,360.00
TOTAL COMPENSATION OFFER	$99,260.00

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

March 24, 1998

Mr. Charles D. Davidson, Attorney at Law
Fayetteville Partners, an Arkansas General Partnership
P. O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2

Dear Mr. Davidson:

On December 12, 1997, the City of Fayetteville sent to your attention a revised proposal on the acquisition of 0.21 acre of land from your property at 2516 N. College Avenue in Fayetteville. That proposal raised the City's offer for said land from $99,260 to $109,190, approximately a 10% increase from our original offer of October 10, 1997.

Subsequent to the above mentioned revised proposal, Ms. Carrie Holyfield and I had telephone conversations wherein a possible settlement could be reached if the City would consider an additional $10,000 to the revised offer of December 12, 1997. After due consideration, the City verbably agreed to raising the offer to $119,190 if a settlement could be reached in a timely manner. A condition to this offer (as is the case in all offers greater than $20,000) is that the offer and settlement will be subject to City Council approval. To date, we have not heard from you regarding this latest proposed settlement. If you are in agreement, please communicate with us and we will prepare a written offer reflecting same.

The other purpose of this letter is to advise you that our time is growing short before this project is to be implemented. We must reach a settlement on this land acquisition soon or will initiate activity to acquire the land by use of the Power of Eminent Domain. The City has shown willingness to reach a settlement on this matter by agreeing to an amount 20% over the appraised value. We ask that you give serious consideration to this last offer.

We hope to hear from you by April 1, 1998. If you have any questions, please do not hesitate to give me a call at 501-444-3415.

Sincerely,

Edward D. Connell

ward D. Connell
City Land Agent

xc: Jerry Rose, City Attorney

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

4-1-98

ArkBest Realty, Inc.

Brokerage • Management • Development

P.O. Box 1300
Little Rock, Arkansas 72203-1300

501-374-7222
Fax 501-374-5917

March 24, 1998

VIA FACSIMILE
501-575-8285

Mr. Ed Connell
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: Sunbridge Drive Extension
Job #97029 Track #2

Dear Mr. Connell:

Per telephone conference of February 3, 1998, and a letter from your office dated March 24, 1998, Fayetteville Partners agrees to accept $119,190.00 for 0.21 acres of land at 2516 N. College Avenue, Fayetteville, Arkansas ; provided the City agrees to the following:

1. The City of Fayetteville paying for the expenses incurred for moving any utilities, access and parking resulting from the taking.

2. These changes will be at City of Fayetteville's expense and constructed according to plans and specifications approved by City of Fayetteville, Arkansas Highway Department, affected utility companies and Davidson Holding Company, Inc.. Reasonable access, parking and uniterupted utility service shall be provided throughout construction.

3.The City of Fayetteville shall make payment to Fayetteville Partners within 90 days of March 24, 1998.

If you have any questions, please call.

Sincerely,

Carrie Holyfield
Property Manager

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 1, 1998

Ms. Carrie Holyfield
Property Manager
ArkBest Reality, Inc.
P.O. Box 1300
Little Rock, AR 72203-1300

FAX #: 501-374-5917

RE: Sunbridge Drive Extension
Fayetteville, Arkansas

Dear Ms. Holyfield:

Please find enclosed one (1) copy of a partial plan view for the above mentioned project. This document is to inform you of the street construction as it relates to the Fayetteville Partners property. Notice the color legend. This is to help clarify existing features and proposed right of way / easement lines. Note the driveway entrance from Sunbridge. Hopefully, this will more clearly indicate the features regarding your property.

Thank you for your cooperation regarding this matter. If you have any questions please contact this office at 501-444-3417.

Sincerely,

Albert Wayne Ledbetter

Albert Wayne Ledbetter, P.E.
Staff Engineer

Enclosures
cc: File

Ed Connell Copy

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 6, 1998

Fayetteville Partners, an Arkansas General Partnership
Mr. Charles D. Davidson
P. O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2
Revised Offer Letter

Dear Mr. Davidson:

In accordance with the letter of Ms. Carrie Holyfield dated March 24, 1998 and received via facsimile by this office on March 27, 1998, the City is pleased to reach an agreement with Fayetteville Partners on the proposed acquisition of 0.21 acre of land at 2516 N. College Avenue here in Fayetteville. The City hereby confirms our verbal offer of **$74,000** for the area within the right of way (9,088 ft²), **$42,000** for the building, and **$3,190** for rental of the lands associated with the Temporary Construction Easement, making the total compensation offer amount **$119,190**. The amount offered for the building is the appraised value. The above offer effectively puts value of land at $8.14/ft². As previously indicated, the above offer is contingent upon the approval of the Fayetteville City Council. It is our intent to submit this specific offer and acceptance to the City Council by the end of April.

We are including herewith an *Offer and Acceptance Contract* which outlines the terms and conditions under which this conveyance will occur. Included are two copies which have been executed by the City. Please indicate your agreement by signing and returning one copy of this document.

The following addresses the contingencies as contained in Ms. Holyfield letter of March 24th, 1998:

1. All utility relocations resulting from the new street installation will be performed by the specific utility companies at City expense.

2. Access to and from the "Fox Childrens Academy" building will be from the new section of Sunbridge Drive as shown in the construction plan sheet sent to you by Mr. Ledbetter on 4-1-98. At this point, the City does not anticipate relocating an entry off of Villa Avenue to this building. The City has previously indicated to you that we could recommend a curb cut along Villa to meet standards if you so desire.

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

3. According to our determinations, the new street location will only eliminate two parking places from the "Fox" parking area. These places are currently in the Northeast corner of the parking lot, adjacent to Justin's Clubhouse. With the new entry from Sunbridge, it is recommended that the current passage from "Fox" to College Avenue be closed to through traffic. By closing this area, two or possibly three parking places could be obtained.

4. Preliminary and final construction plans for this project will be submitted to you for your information. Any modifications requested by you will be given serious consideration by the City and our design engineers in a timely manner. Utility companies, other than water and sewer, will make their own plans for relocation utilizing the City's street design as guide. They also will be acquiring their own easements where required. Utility service interruption should be minimum to effect tie-ins.

5. As mentioned hereinabove, we will submit the agreement for Fayetteville City Council approval as soon as possible. This process can take 6-8 weeks, assuming it gets passed when presented. Once approved, the City will write a check to Fayetteville Partners. The 90 day period from March 24, 1998 would appear adequate time provided no complications arise.

When you return a signed copy of the *Offer and Acceptance Contract*, please fill out and return the included *Vendor Form* which is necessary for the City to issue a check. Once City Council approval is obtained, Fayetteville Partners will be asked to execute a Warranty Deed for that portion to be conveyed to the City and a Temporary Construction Easement for this project. Original documents are included herewith for that purpose.

If you have any questions, please do not hesitate to contact Ed Connell at 501-444-3415, Wayne Ledbetter at 501-444-3417 or myself at 501-575-8206.

Sincerely,

Donald R. Bunn
City Engineer

Enclosures
DRB/edc

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(501) 444-3414
FAX: (501) 575-8316

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
__X__ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
_____ Individual
_____ Other (please explain)

Tax Identification number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

I certify that the above information is true and correct.

Fayetteville Partners, an Arkansas General Partnership
Name of Individual or Business

P.O. Box 1300
Address

Little Rock, AR 72203
City, State, Zip Code

_____ _____
Signature Date

_____
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

ArkBest Realty, Inc.

Brokerage • Management • Development

P.O. Box 1300
Little Rock, Arkansas 72203-1300

501-374-7222
Fax 501-374-5917

RECEIVED
1998

April 20, 1998

Mr. Donald R. Bunn
City Engineer
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 2

Dear Mr. Bunn:

Enclosed please find all necessary documents signed by Fayetteville Partners.

Per a meeting with Mr. Ledbetter and Mr. Connell on April 15, 1998, Mr. Ledbetter has agreed that the City shall prepare a curb cut for us on Villa Drive. There are two outstanding issues that have not been resolve, the first being our request for a 40-foot drive accessing our property to Sunbridge Drive or two 30-foot drives. After the City has discussed these two options and notified us of their agreement then the enclosed documents should be filed.

The other issue that still needs to be resolved is the matter of the City removing the car sales building. We are requesting that the surface, after removal of the building, be smoothed out and matched with the asphalt. We do not agree that the City should tear down the building and just leave the concrete slab with exposed utilities, holes, etc.

Please contact us upon receipt of this letter, so that we may acknowledge to Fayetteville Partners whether or not they are going to have a wider 40-foot drive or two 30-foot drives.

If you have any questions, please call.

Sincerely,

Carrie Holyfield
Property Manager

Enclosures: Vendor Form
Offer & Acceptance Contract
Warranty Deed
Temporary Construction & Grading Easement

cc: Skip Davidson
w/encl.

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16022-000
Tract No. 2

WARRANTY DEED
PARTNERSHIP

BE IT KNOWN BY THESE PRESENTS:

THAT **Fayetteville Partners, an Arkansas General Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36' 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37' 30" West 142.50 feet to the Point of Beginning; thence continuing along said West right of way line South 27° 09' 40" West 100.00 feet; thence leaving said West right of way line North 17° 58' 37" West 11.75 feet to a curve; thence along the curve to the left a distance of 36.08 feet, said curve having a chord bearing and distance of North 17° 47' 05" West 32.50 feet, a radius of 23.00 feet, and a delta angle of 89° 53' 30"; thence North 62° 43' 50" West 77.18 feet to a curve; thence along the curve to the left a distance of 212.46 feet, said curve having a chord bearing and distance of North 79° 24' 23" West 209.48 feet, a radius of 365.0 feet, and a delta angle of 33° 21' 04"; thence South 83° 55' 05" West 13.05 feet to a curve; thence along the curve to the left a distance of 10.06 feet to the West property line, said curve having a chord bearing and distance of South 60° 53' 50" West 9.80 feet, a radius of 12.50 feet, and a delta angle of 46° 05' 22"; thence along said West property line North 02° 26' 54" East 27.40 feet; thence along the North property line South 82° 14' 27" East 357.34 feet to the Point of Beginning, containing 9,088 square feet (0.21 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this 17th day of April, 1998.

Name of Grantor/Partnership: Fayetteville Partners, an Arkansas General Partnership

Mailing Address: P.O. Box 1300
Little Rock, AR 72203

SIGNED BY:

Charles D. Davidson, General Partner

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Charles D. Davidson**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is the General Partner of **Fayetteville Partners**, an **Arkansas General Partnership**, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said **Fayetteville Partners**, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 17th day of April, 1998

Traci A. Fisher
Notary Public

MY COMMISSION EXPIRES:

5-23-05

TRACI A. FISHER
NOTARY
PUBLIC
PULASKI COUNTY, AR

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16022-000
Tract No. 2

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Fayetteville Partners, an Arkansas General Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for the extension of Sunbridge Drive, to-wit:

PROPERTY DESCRIPTION:

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at a point 317.0 feet West, thence South 24° 03' 00" West 142.50 feet and North 85° 09' 45" West 150.00 feet from the Northeast corner of said forty acre tract, and running thence North 85° 09' 45" West 207.34 feet to the East right of way of Villa Drive; thence along said right of way South 00° 33' 00" East 194.60 feet; thence leaving said right of way and running South 85° 33' 00" East 122.20 feet; thence North 23° 57' 20" East 204.18 feet to the point of beginning.

AND

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at a point West 317.0 feet; thence South 24° 03' 00" West 142.50 feet from the Northeast corner of said forty acre tract, and running thence North 85° 09' 45" West 150.00 feet; thence South 23° 57' 20" West 204.18 feet; thence South 85° 33' 00" East 150.00 feet to the west right of way of U.S. Highway #71; thence along said Highway right of way North 24° 03' 00" East 203.22 feet to the point of beginning.

LESS AND EXCEPT: A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36' 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37' 30" West 142.50 feet to the Point of Beginning; thence continuing along said West right of way line South 27° 09' 40" West 100.00 feet; thence leaving said West right of way line North 17° 58' 37" West 11.75 feet to a curve; thence along the curve to the left a distance of 36.08 feet, said curve having a chord bearing and distance of North 17° 47' 05" West 32.50 feet, a radius of 23.00 feet, and a delta angle of 89° 53' 30"; thence North 62° 43' 50" West 77.18 feet to a curve; thence along the curve to the left a distance of 212.46 feet, said curve having a chord bearing and distance of North 79° 24' 23" West 209.48 feet, a radius of 365.0 feet, and a delta angle of 33° 21' 04"; thence South 83° 55' 05" West 13.05 feet to a curve; thence along the curve to the left a distance of 10.06 feet to the West property line, said curve having a chord bearing and distance of South 60° 53' 50" West 9.80 feet, a radius of 12.50 feet, and a delta angle of 46° 05' 22"; thence along said West property line North 02° 26' 54" East 27.40 feet; thence along the North property line South 82° 14' 27" East 357.34 feet to the Point of Beginning, containing 9,088 square feet (0.21 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement ten (10) feet in width lying South of and being adjacent to the above described LESS AND EXCEPT area, and shall include additional footage to maintain 10 feet of temporary construction and grading easement South, East, and West of an existing 15' x 36' building. This temporary construction and grading easement contains 3,902 square feet (0.09 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this 17th day of April, 1998.

Name of Grantor/Partnership: Fayetteville Partners, an Arkansas General Partnership

Mailing Address: P.O. Box 1300
Little Rock, AR 72203

SIGNED BY:

Charles D. Davidson, General Partner

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Charles D. Davidson**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is the **General Partner** of **Fayetteville Partners**, an **Arkansas General Partnership**, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said **Fayetteville Partners**, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 17th day of April, 1998.

Traci A. Fisher
Notary Public

MY COMMISSION EXPIRES:
5-9-2005

TRACI A. FISHER
NOTARY
PUBLIC
PULASKI COUNTY, AR

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$119,190.00.**

3. **Contingent Earnest Money Deposit:** The Buyer will, within two weeks of the receipt of the Contract, tender a check for **$1,000.00** to **Fayetteville Partners, an Arkansas General Partnership,** hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.

4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.

5. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

6. Buyer agrees to compensate Seller for six-months of 1998 ad Valorem taxes on the portion of said property being acquired by the Buyer herein. Compensation for said 1998 taxes will be made in addition to the payment indicated in Item 2 above, said compensation amount as determined and shown in the attached Exhibit "C". Seller shall be responsible for the payment of all 1998 ad Valorem taxes on the total parcel when due.

7. The closing date is designated to be within **thirty (30)** days after approval of this Offer and Acceptance Contract by the Fayetteville City Council.

8. Possession of the property shall be delivered to the Buyer on the date of closing.

9. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

10. All fixtures, improvements and attached equipment associated with the property described in Exhibit "A" are included in the purchase price.

11. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

12. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.

13. This agreement shall be governed by the laws of the State of Arkansas.

14. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

15. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sunbridge Street from Villa Avenue to College Avenue.

16. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $1,000.00 EARNEST MONEY DEPOSIT.**

SELLER:

Fayetteville Partners,
an Arkansas General Partnership

Charles D. Davidson — Date: 4/17/98

AGENT OR WITNESS:

Date: 4-17-98

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna, Mayor — Date: 4/7/98

Heather Woodruff, City Clerk — Date: 4/7/98

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Charles D. Davidson**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **he** is a Partner of **Fayetteville Partners, an Arkansas General Partnership**, and is duly authorized to execute the foregoing instrument for and in the name and behalf of said partnership, and further stated and acknowledged that **he** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 17th day of April, 1998.

TRACI A. FISHER NOTARY PUBLIC PULASKI COUNTY, AR

Traci A. Fisher
Notary Public

MY COMMISSION EXPIRES:

5/25/05

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Fred Hanna** and **Heather Woodruff**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 7th day of April, 1998.

Edward D. Connell
Notary Public

MY COMMISSION EXPIRES:

05-01-2000

EXHIBIT "A"
RIGHT OF WAY DESCRIPTION

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northeast corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35, thence North 87° 36′ 12" West 317.00 feet to the West right of way line of College Avenue; thence along said West right of way line South 26° 37′ 30" West 142.50 feet to the Point of Beginning; thence continuing along said West right of way line South 27° 09′ 40" West 100.00 feet; thence leaving said West right of way line North 17° 58′ 37" West 11.75 feet to a curve; thence along the curve to the left a distance of 36.08 feet, said curve having a chord bearing and distance of North 17° 47′ 05" West 32.50 feet, a radius of 23.00 feet, and a delta angle of 89° 53′ 30"; thence North 62° 43′ 50" West 77.18 feet to a curve; thence along the curve to the left a distance of 212.46 feet, said curve having a chord bearing and distance of North 79° 24′ 23" West 209.48 feet, a radius of 365.0 feet, and a delta angle of 33° 21′ 04"; thence South 83° 55′ 05" West 13.05 feet to a curve; thence along the curve to the left a distance of 10.06 feet to the West property line, said curve having a chord bearing and distance of South 60° 53′ 50" West 9.80 feet, a radius of 12.50 feet, and a delta angle of 46° 05′ 22"; thence along said West property line North 02° 26′ 54" East 27.40 feet; thence along the North property line South 82° 14′ 27" East 357.34 feet to the Point of Beginning, containing 9,088 square feet (0.21 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

EXHIBIT "B"
TEMPORARY CONSTRUCTION AND GRADING EASEMENT
DESCRIPTION

A Temporary Construction and Grading Easement ten (10) feet in width lying South of and adjacent to the Right of Way described in Exhibit "A" herein, and shall include additional footage to maintain 10 feet of temporary construction and grading easement South, East, and West of an existing 15 foot x 26 foot building. This temporary construction and grading easement area contains 3,902 square feet(0.09 acre), more or less, and shall terminate when the hereinabove referenced project has been completed and accepted by the City of Fayetteville.

EXHIBIT "C"

TAX PRORATION

CITY OF FAYETTEVILLE ACQUISITION
FROM
FAYETTEVILLE PARTNERS

WASHINGTON COUNTY PARCEL No. 765-16022-000

Total Parcel:

Assessor Office says total land area is 52,707 ft² or 1.21 Ac

Buildings: I. Ward Motor Co., 540 ft²
II. Fox Day Care, 5,380 ft²
III. Radio/Retail, 1,920 ft²

1995, 1996 and 1997 Taxes

Assessors Appraisal Value,	$406,250
Assessed Valuation @ 20%:	$ 81,250
Ad Valorem Taxes @$0.05130/$AV;	$ 4,168.13

Appraisal:

Buildings:	I. Ward Motor Co..,	$ 10,106
	II. Fox Day Care,	$185,365
	III. Radio/Retail	$ 15,970
	Total	$211,450
Land: 1.21 Acres @ $160,992/Ac,		$194,800
Total Assessors Appraised Value,		$406,250

City Acquisition Tax Portion:
(Based upon above land and buildings values)

Land Being Acquired: 9088 ft² = 0.2086 Ac	
Appraisal Value of Land:(.2086x160,992)	$ 33,583
Building: Ward Motor Co.	$ 10,106
Total Appraised Value	$ 43,689
Assessed Value @20%,	$ 8,738
Ad Valorem Tax Portion: @ $ 0.0513/$AV	$ 448.26

1998 Taxes (to be paid in 1999)

Proration:	Fayetteville Partners -- 6 mos.	$ 224.13
	City of Fayetteville -- 6 mos.	$ 224.13

Payment

City Payment to Fayetteville Partners	$ 224.13

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 29, 1998

Charles D. Davidson
Fayetteville Partners
P.O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension

Dear Mr. Davidson:

As per your concerns in regard to the above mentioned project, the City of Fayetteville agrees to the following:

1. The City of Fayetteville will provide one 3-lane entrance from Sunbridge. It will consist of a one-lane entrance and two exit lanes, divided by a median. The median will be installed and landscaped by the City; however, the maintenance responsibility will be that of the owner after construction. This entrance will be 46 feet wide and will be included in the final construction plans of the Sunbridge Drive Improvement Project.

2. The City of Fayetteville will provide a curb cut off of Villa Boulevard in conformance with the City of Fayetteville regulations on width and location of such curb cuts.

3. The City of Fayetteville will remove the concrete slab of the car sales building and pave over that area outside of the new right of way after it is removed.

4. Lessee of the car sales building will have 30 days after closing date to vacate the building. Fayetteville Partners are to carry insurance during the time in which the building is occupied. Any risk of loss of the building is to benefit the City of Fayetteville.

5. Please note that the signed documents already in hand will not be filed until after City Council approval.

If you have any questions or need additional information, please feel free to call Ed Connell at (501) 444-3415, Jill Goddard at (501) 444-3407, or myself at (501) 575-8206.

Sincerely,

Donald R. Bunn
City Engineer

DRB/jsg

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 30, 1998

Charles D. Davidson
Fayetteville Partners
P.O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension

Dear Mr. Davidson:

Enclosed please find a signed *Offer and Acceptance Contract* between Fayetteville Partners and the City of Fayetteville, Arkansas. This is for your files. Please note that the signed *Warranty Deed* and *Temporary Construction and Grading Easement*, already in hand, will not be filed until after City Council approval.

If you have any questions or need additional information, please feel free to call either Ed Connell at (501) 444-3415 or myself at (501) 444-3407.

Sincerely,

Jill S. Goddard
Land Agent

/jsg

Enclosure

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 14, 1998

Fayetteville Partners
Attn: Charles D. Davidson
P.O. Box 1300
Little Rock, AR 72203

RE: Sunbridge Drive Extension
Earnest Money

Dear Mr. Davidson:

Enclosed please find our Check No. 232218 in the amount of $1,000.00, as the earnest money deposit as set out in the *Offer and Acceptance Contract* between Fayetteville Partners and the City of Fayetteville for the above referenced project.

A 1099 will be issued by the City in early 1999 covering this amount.

We do appreciate your cooperation in this matter. If you have any questions, please give us a call at 444-3415.

Sincerely,

Jill S. Goddard

Jill S. Goddard
Land Agent

/jsg

Enclosure

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

CHECK NO. 232218

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
5/06/98	9800002711	Earnest Money-Offer/Acceptance-Sunbridge	1,000.00

THIS CHECK MUST BE PRESENTED WITHIN 60 DAYS FROM DATE

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

GENERAL FUND

CHECK NO. 232218
McILROY BANK
FAYETTEVILLE, ARKANSAS
81-87/829

********1000DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

DATE	CHECK NO.	AMOUNT
5/11/1998	232218	$1,000.00

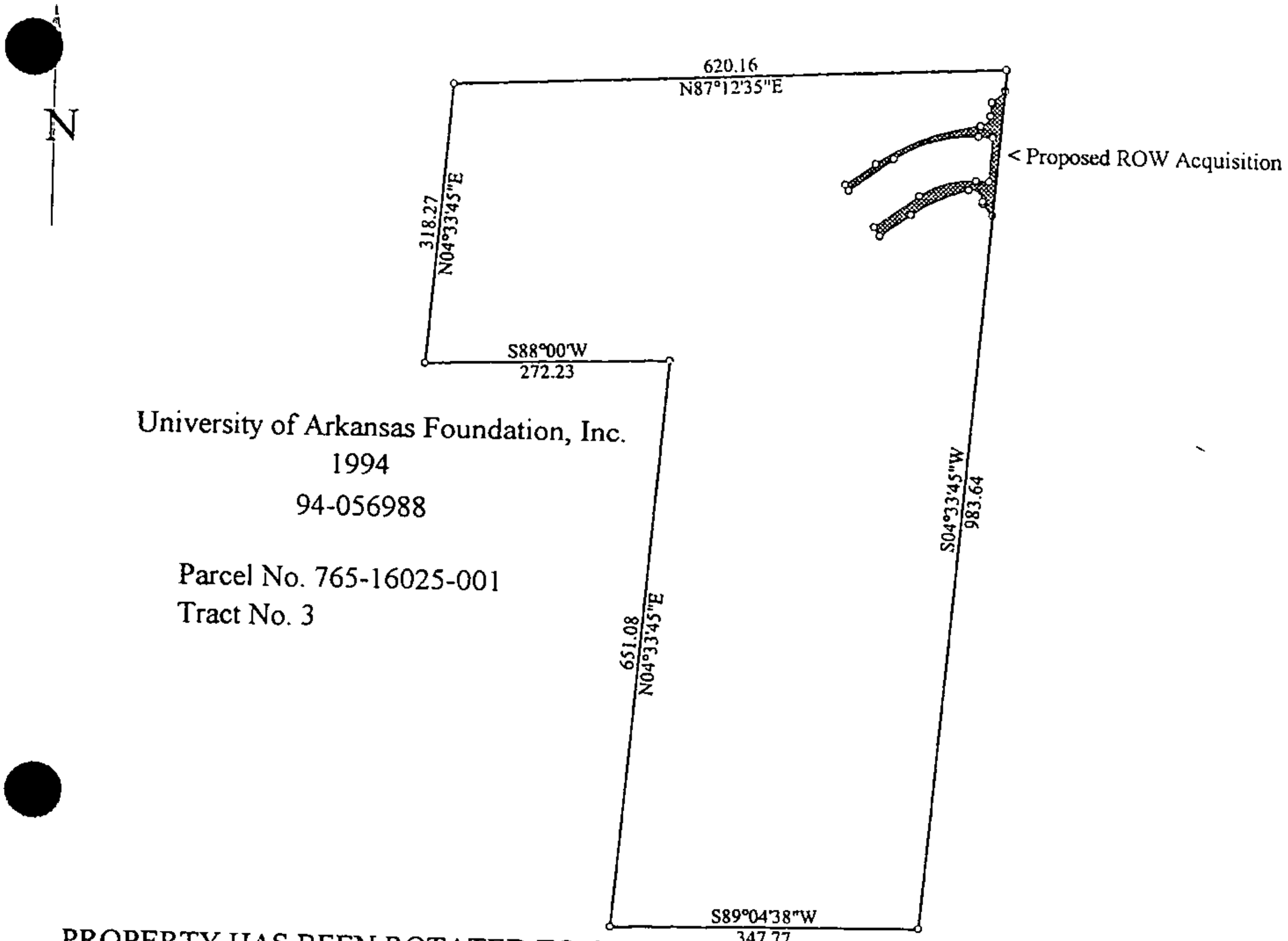
Fay Partners
Ark General Partnership
PO Box 1300
Little Rock AR 72203

MAYOR
ADMINISTRATIVE SERVICES DIRECTOR

⑈232218⑈ ⑆082900872⑆ 484198444⑈06

ADDENDUM "C" CONTENTS
TIME LINE
UNIVERSITY OF ARKANSAS FOUNDATION, INC.

10-10-97	Original Offer Letter -- $25,100.
12-03-97	Received signed copy of Offer Letter. Received signed Temporary Construction Easement



University of Arkansas Foundation, Inc.
1994
94-056988

Parcel No. 765-16025-001
Tract No. 3

PROPERTY HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM

Title: University Property	Date: 10-08-1997
Scale: 1 inch = 200 feet	File: SUNBR-03.DES

Tract 1: 9.746 Acres: 424533 Sq Feet: 39440.4 Sq Meters: Closure = s60.4011e 1.72 feet: Precision =1/1855: Perimeter = 3193 feet
Tract 2: 0.105 Acres: 4595 Sq Feet: 426.9 Sq Meters: Closure = n11.5147w 1.21 feet: Precision =1/751: Perimeter = 910 feet

001=/S90.00W 802.0
002=S04.3345W 983.64
003=S89.0438W 347.77
004=N04.3345E 651.08
005=S88.00W 272.23
006=N04.3345E 318.27
007=N87.1235E 620.16
008=@2
009=/S04.3345W 22.76
010=S04.3345W 142.60
011=N40.2615W 18.30
012=N04.1814E 2.18
013: Lt, R=12.50, Arc=23.80, Delta=109.0550
014: Lt, R=190.0, Arc=70.96, Delta=21.2350
015=S54.3905W 42.00
016=N35.2055W 12.14
017=N54.1329E 62.07
018: Rt, R=100.00, Arc=66 62, Delta=38.1007
019=S87.3624E 14.32
020=N04.1050E 50.0
021=N87.3624W 15.88
022: Lt, R=150.00, Arc=99.93, Delta=38.1007
023=S54.1329W 61.70
024=N35.2055W 7.86
025=N54.3905E 42.0
026: Rt, R=260.0, Arc=126.05, Delta=27.4638
027: Lt, R=12.50, Arc=17.13, Delta=78.3024
028=N04.0448E 15.12
029=N49.3345E 19.80

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 10, 1997

The University of Arkansas Foundation, Inc.
Attn: David Malone, Executive Director
2 East Center Street
Fayetteville, AR 72701

RE: Sunbridge Drive Extension
Job No. 97029
Tract No. 3
Offer Letter

Dear Mr. Malone:

The City of Fayetteville is planning the extension of Sunbridge Drive. It is therefore necessary to obtain some right of way and a temporary construction and grading easement across a portion of property owned by the University of Arkansas Foundation along Sunbridge Drive at the intersection of Sunbridge and Villa Boulevard. A temporary construction easement will be required so as to provide working area adjacent to the roadway itself, however, such easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and temporary easement. As noted therein, approximately 4,596 square feet (0.11 acre) of street right of way will be required from this property to implement the project. The temporary easement will be 10 feet wide and adjacent to the right of way portion that is to be acquired by the City. In total, the temporary easement area amounts to 4,130 square feet and is shown in the attached diagram.

The City of Fayetteville hereby offers **$23,000** for the area within the right of way (4,596 square feet) and **$2,100** as rental of the lands associated with the Temporary Construction and Grading Easement; making the total offer amount **$25,100**. These offer amounts are based on a rate of $5.00 per square foot of right of way and $0.50 per square foot as determined rental value (10%/ann. return) within the temporary easement.

The above offer is made contingent upon the approval of the City of Fayetteville City Council. As Executive Director of the Foundation, your acceptance of this proposed offer should be made contingent upon the approval of the Foundation's Board of Directors. Your preliminary approval of this offer will allow us to seek City Council approval of the amount, said amount being subject to the Foundation's Board approval.

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

Should the Foundation elect to accept this offer, please indicate so by signing and returning the enclosed copy of this letter. Included, please find a "Vendor Form" which should be completed by the Foundation. This Vendor form should be returned with the signed copy of this offer letter. Once the City Council approval is obtained, both the *Warranty Deed* and the *Temporary Construction and Grading Easement* contained herein should be executed by the Board of Directors for the Foundation. The documents should be notarized and returned to the City of Fayetteville. Upon approval by the City Council, a check will be requested and the Foundation will be paid the amount indicated in this offer letter.

We trust that the Foundation will accept the offer made herein by executing the attached *Warranty Deed* and the *Temporary Construction and Grading Easement*. Reduced copies of the documents are included for the Foundation's records. We can provide a copy of the recorded documents upon your request and at the appropriate time.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/jsg

Enclosures

ACKNOWLEDGED AND ACCEPTED:

The University of Arkansas Foundation, Inc.

David Malone, Executive Director — 12-2-97 Date

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16025-001
Tract No. 3

WARRANTY DEED
CORPORATION

BE IT KNOWN BY THESE PRESENTS:

THAT **The University of Arkansas Foundation, Inc.**, an Arkansas Non-Profit Corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northwest corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35; thence along the North line of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35 South 87° 12' 35" East 517.66 feet; thence South 04° 33' 45" West 22.78 feet to the Point of Beginning; thence South 04° 33' 45" West 142.60 feet; thence North 40° 26' 15" West 18.30 feet; thence North 04° 18' 14" East 2.18 feet to a curve; thence along the curve to the left a distance of 23.80 feet, said curve having a chord bearing and distance of North 49° 24' 10" West 20.37 feet, a radius of 12.50 feet, and a delta angle of 109° 05' 50"; thence along another curve to the left a distance of 70.96 feet, said curve having a chord bearing and distance of South 65° 21' 00" West 70.55 feet, a radius of 190.00 feet, and a delta angle of 21° 23' 51"; thence South 54° 39' 05" West 42.00 feet; thence North 35° 20' 55" West 12.14 feet to the South right of way line of Sunbridge Drive; thence along said South right of way line North 54° 13' 29" East 62.07 feet to a curve; thence along the curve to the right a distance of 66.62 feet, said curve having a chord bearing and distance of North 73° 18' 35" East 65.40 feet, a radius of 100.00 feet, and a delta angle of 38° 10' 07"; thence South 87° 36' 24" East 14.32 feet to the Southeast corner of the Sunbridge Drive right of way; thence North 04° 10' 50" East 50.00 feet to the Northeast corner of the Sunbridge Drive right of way; thence along the North right of way line of Sunbridge Drive North 87° 36' 24" West 15.88 feet to a curve; thence along the curve to the left a distance of 99.93 feet, said curve having a chord bearing and distance of South 73° 18' 34" West 98.10 feet, a radius of 150.00 feet, and a delta angle of 38° 10' 07"; thence South 54° 13' 29" West 61.70 feet; thence leaving the North right of way line of Sunbridge Drive North 35° 20' 55" West 7.86 feet; thence North 54° 39' 05" East 42.00 feet to a curve; thence along the curve to the right a distance of 126.05 feet, said curve having a chord bearing and distance of North 68° 32' 24" East 124.82 feet, a radius of 260.00 feet, and a delta angle of 27° 46' 38"; thence along another curve to the left a distance of 17.13 feet, said curve having a chord bearing and distance of North 43° 10' 30" East 15.82 feet, a radius of 12.50 feet, and a delta angle of 78° 30' 24"; thence North 04° 04' 48" East 15.12 feet, thence North 49° 33' 45" East 19.80 feet to the Point of Beginning, containing 4,596 square feet (0.11 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 1997.

THE UNIVERSITY OF ARKANSAS FOUNDATION, INC.

BY: _____
Jane Wilson, Chairman
Board of Directors

_____
Fred Harrison, Secretary
Board of Directors

(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jane Wilson** and **Fred Harrison**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Chairman** and **Secretary** of the **Board of Directors of The University of Arkansas Foundation, Inc.**, an Arkansas Non-Profit Corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1997.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

Project No. 97029
Project: Sunbridge Drive Extension
Parcel No. 765-16025-001
Tract No. 3

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **The University of Arkansas Foundation, Inc., an Arkansas Non-Profit Corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for the extension of Sunbridge Drive, to-wit:

PROPERTY DESCRIPTION:

Part of the South Half (S½) of the Southwest Quarter (SW¼) of Section Thirty-Five (35), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point 802.0 feet West of the Northeast corner of said South Half and running thence South 00° 19' 11" West along the West right of way of Villa Boulevard 983.64 feet; thence South 89° 04' 38" West along an existing fence 347.77 feet; thence North 651.08 feet; thence West 272.23 feet; thence North 318.27 feet; thence North 88° 38' East along an existing fence 620.16 feet to the point of beginning, containing 9.84 acres, more or less, subject to easements for roads, drains and public utilities.

LESS AND EXCEPT: A part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 35, Township 17 North, Range 30 West, being more particularly described as follows: From the Northwest corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35; thence along the North line of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 35 South 87° 12' 35" East 517.66 feet; thence South 04° 33' 45" West 22.78 feet to the Point of Beginning; thence South 04° 33' 45" West 142.60 feet; thence North 40° 26' 15" West 18.30 feet; thence North 04° 18' 14" East 2.18 feet to a curve; thence along the curve to the left a distance of 23.80 feet, said curve having a chord bearing and distance of North 49° 24' 10" West 20.37 feet, a radius of 12.50 feet, and a delta angle of 109° 05' 50"; thence along another curve to the left a distance of 70.96 feet, said curve having a chord bearing and distance of South 65° 21' 00" West 70.55 feet, a radius of 190.00 feet, and a delta angle of 21° 23' 51"; thence South 54° 39' 05" West 42.00 feet; thence North 35° 20' 55" West 12.14 feet to the South right of way line of Sunbridge Drive; thence along said South right of way line North 54° 13' 29" East 62.07 feet to a curve; thence along the curve to the right a distance of 66.62 feet, said curve having a chord bearing and distance of North 73° 18' 35" East 65.40 feet, a radius of 100.00 feet, and a delta angle of 38° 10' 07"; thence South 87° 36' 24" East 14.32 feet to the Southeast corner of the Sunbridge Drive right of way; thence North 04° 10' 50" East 50.00 feet to the Northeast corner of the Sunbridge Drive right of way; thence along the North right of way line of Sunbridge Drive North 87° 36' 24" West 15.88 feet to a curve; thence along the curve to the left a distance of 99.93 feet, said curve having a chord bearing and distance of South 73° 18' 34" West 98.10 feet, a radius of 150.00 feet, and a delta angle of 38° 10' 07"; thence South 54° 13' 29" West 61.70 feet; thence leaving the North right of way line of Sunbridge Drive North 35° 20' 55" West 7.86 feet; thence North 54° 39' 05" East 42.00 feet to a curve; thence along the curve to the right a distance of 126.05 feet, said curve having a chord bearing and distance of North 68° 32' 24" East 124.82 feet, a radius of 260.00 feet, and a delta angle of 27° 46' 38"; thence along another curve to the left a distance of 17.13 feet, said curve having a chord bearing and distance of North 43° 10' 30" East 15.82 feet, a radius of 12.50 feet, and a delta angle of 78° 30' 24"; thence North 04° 04' 48" East 15.12 feet, thence North 49° 33' 45" East 19.80 feet to the Point of Beginning, containing 4,596 square feet (0.11 acre), more or less, to the City of Fayetteville, Washington County, Arkansas.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement ten (10) feet in width lying North, South, and West of and being adjacent to the above described LESS AND EXCEPT area. This temporary construction and grading easement contains 4,130 square feet (0.09 acre), more or less,

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 1997.

THE UNIVERSITY OF ARKANSAS FOUNDATION, INC.

BY: _____

David Malone, Executive Director

_____

_____

(Please print or type Name and Title)

(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **David Malone** and _____, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that they are the **Executive Director** and _____ of **The University of Arkansas Foundation, Inc.**, an Arkansas Non-Profit Corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

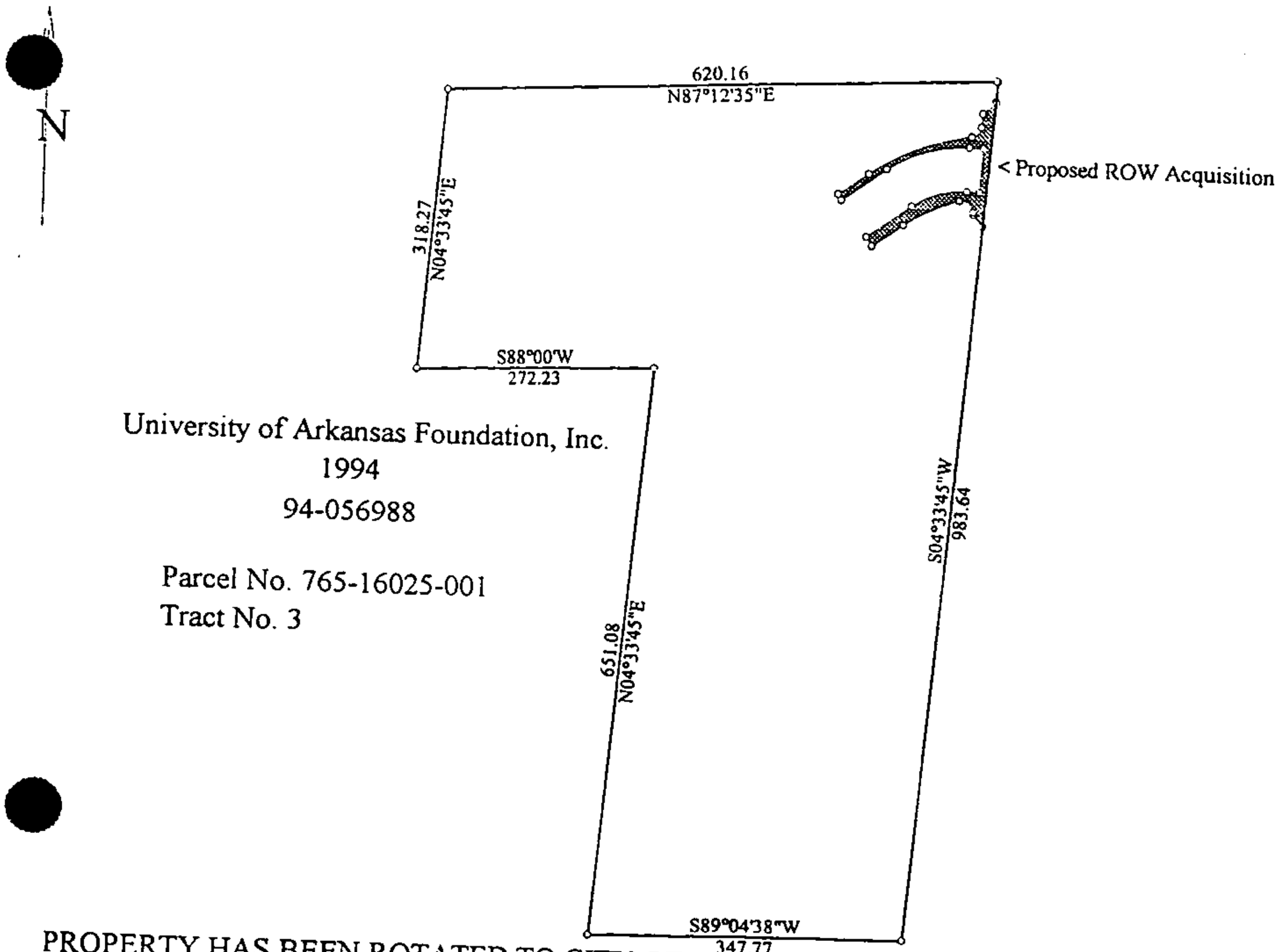
WITNESS my hand and seal on this _____ day of _____, 1997.

_____

Notary Public

MY COMMISSION EXPIRES:

_____



University of Arkansas Foundation, Inc.
1994
94-056988

Parcel No. 765-16025-001
Tract No. 3

PROPERTY HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM

Title: University Property	
Scale: 1 inch = 200 feet	Date: 10-08-1997
File: SUNBR-03.DES	

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ADDENDUM "C" CONTENTS
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UNIVERSITY OF ARKANSAS FOUNDATION, INC.

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ADDENDUM "C" CONTENTS
TIME LINE
UNIVERSITY OF ARKANSAS FOUNDATION, INC.

10-10-97	Original Offer Letter -- $25,100.
12-03-97	Received signed copy of Offer Letter. Received signed Temporary Construction Easement

TARGET TEST

Cracker Barrel
Old Country Store

FAYETTEVILLE, ARKANSAS

JUNE 3, 1998

View of Site

Photo No: 1

Approach

US 71 SOUTHBOUND

Special Notes

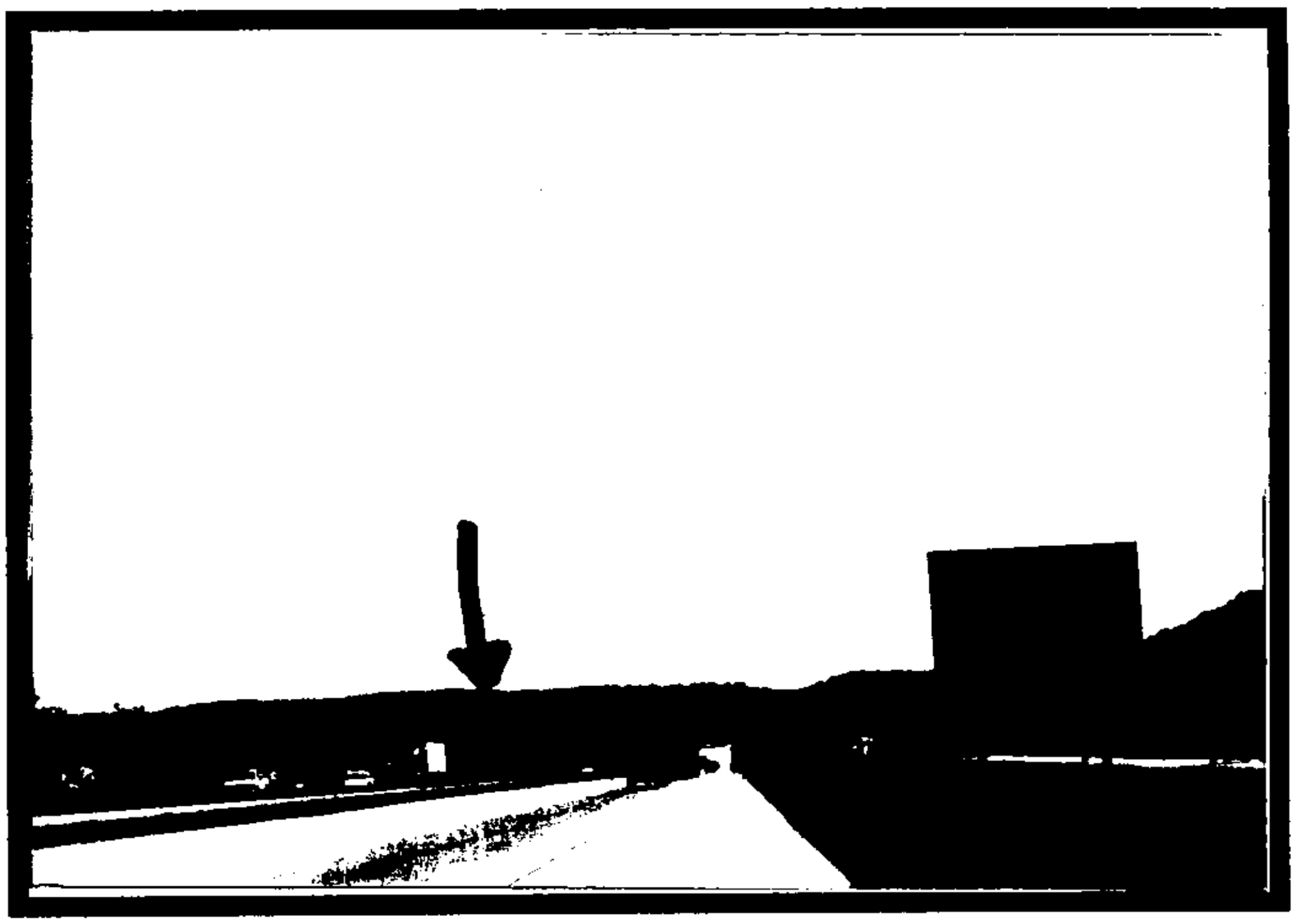
FIRST VIEW OF TARGET

.4 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 2

Approach

US 71 SOUTHBOUND

Special Notes

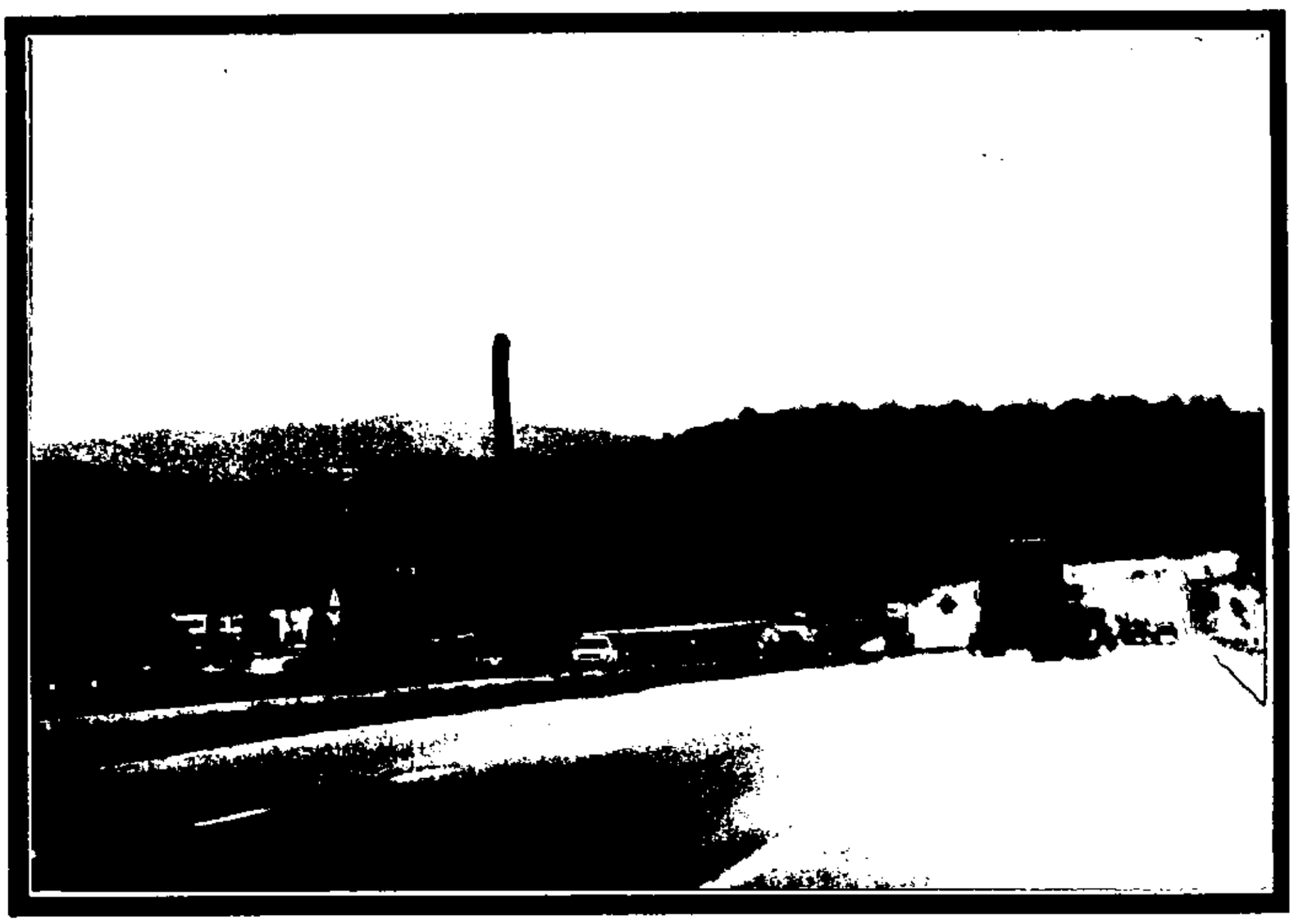
FIRST VIEW OF TARGET

.4 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #1 ABOVE

ELEVATION TOP OF TARGET 55'



View of Site

Photo No: 3

Approach

US 71 SOUTHBOUND

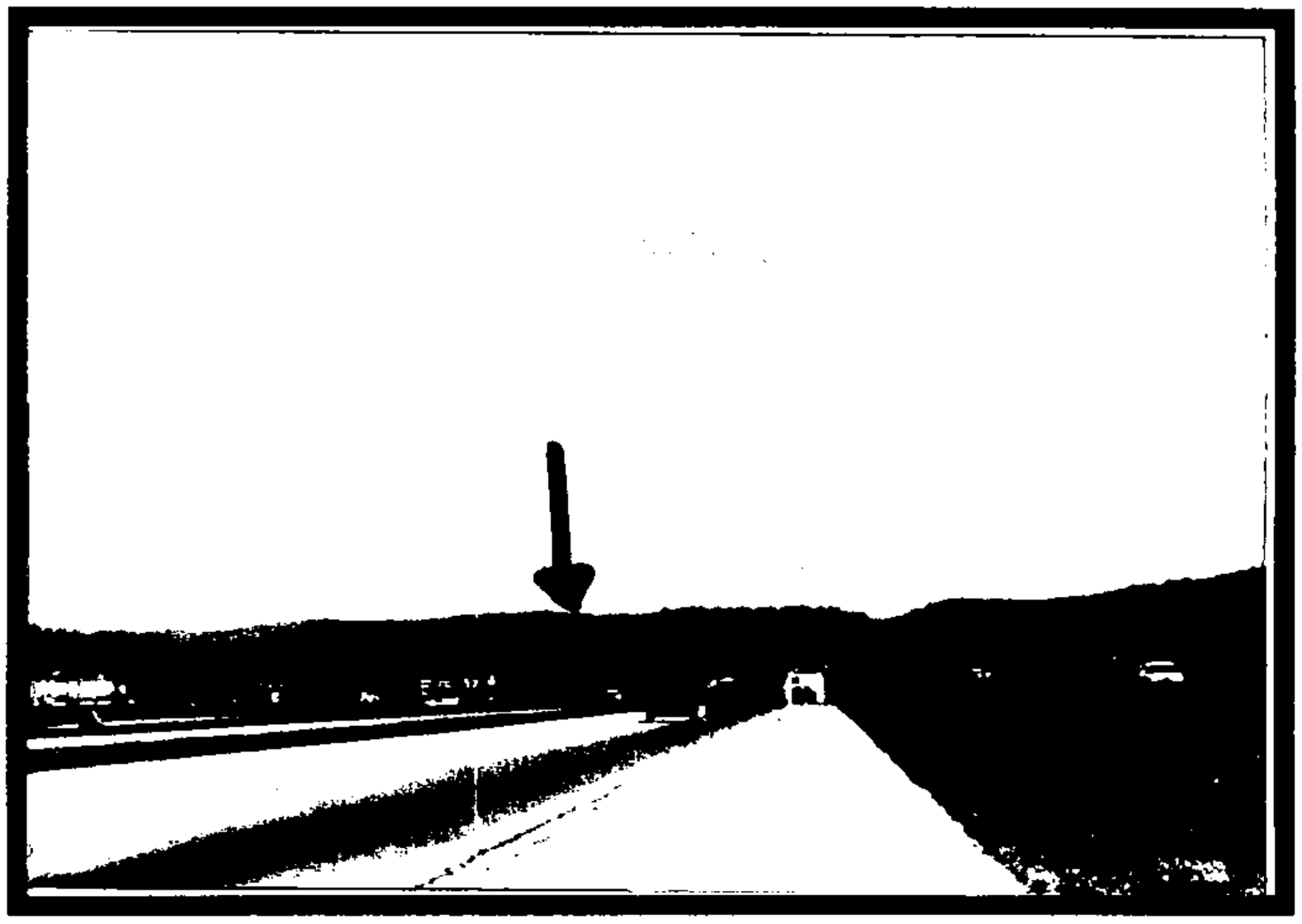
Special Notes

.3 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 4

Approach

US 71 SOUTHBOUND

Special Notes

.3 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #3 ABOVE

ELEVATION TOP OF TARGET 55'

View of Site

Photo No: 5

Approach

US 71 SOUTHBOUND

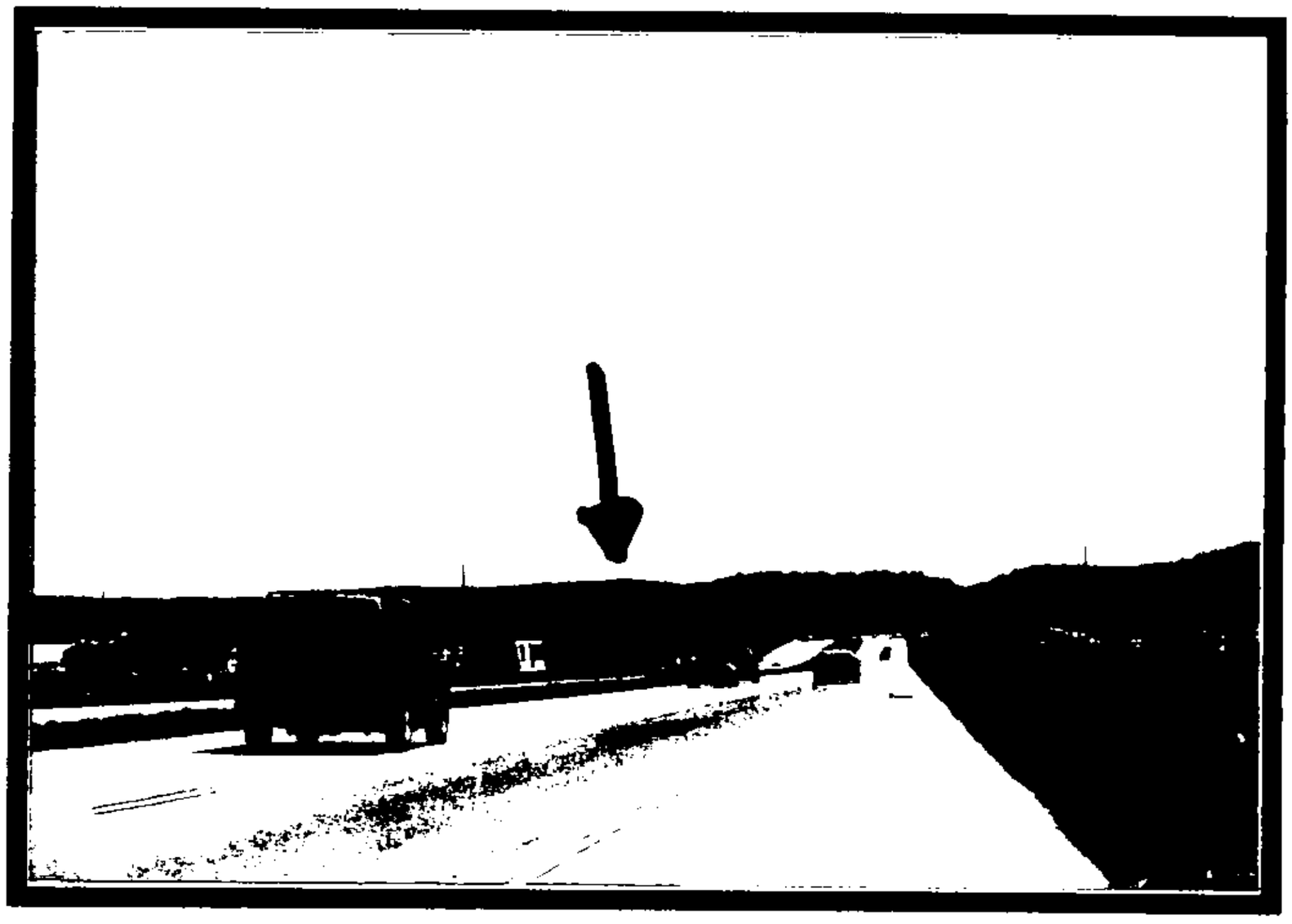
Special Notes

.2 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 6

Approach

US 71 SOUTHBOUND

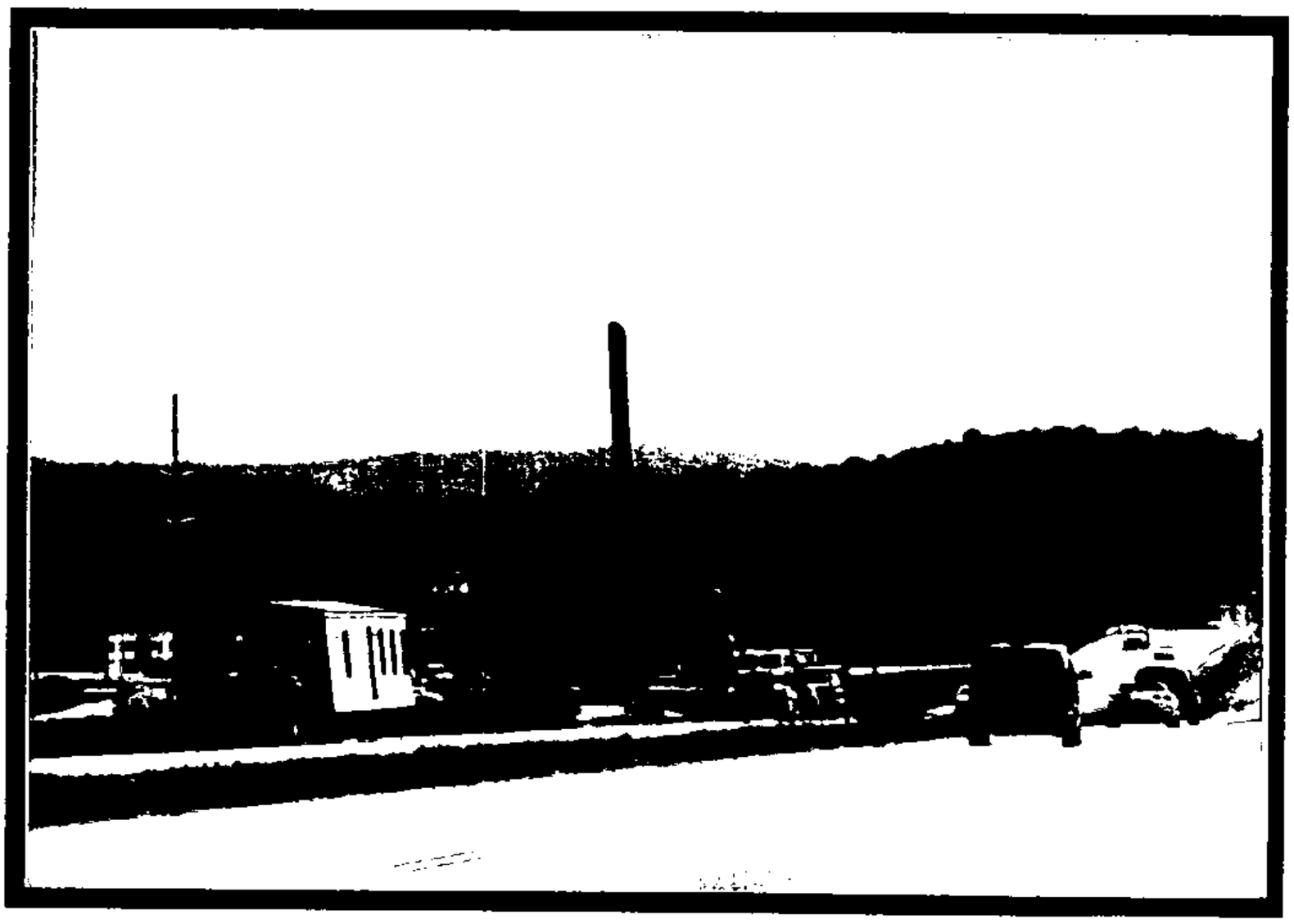
Special Notes

.2 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #5 ABOVE

ELEVATION TOP OF TARGET 55'



View of Site

Photo No: 7

Approach

US 71 SOUTHBOUND

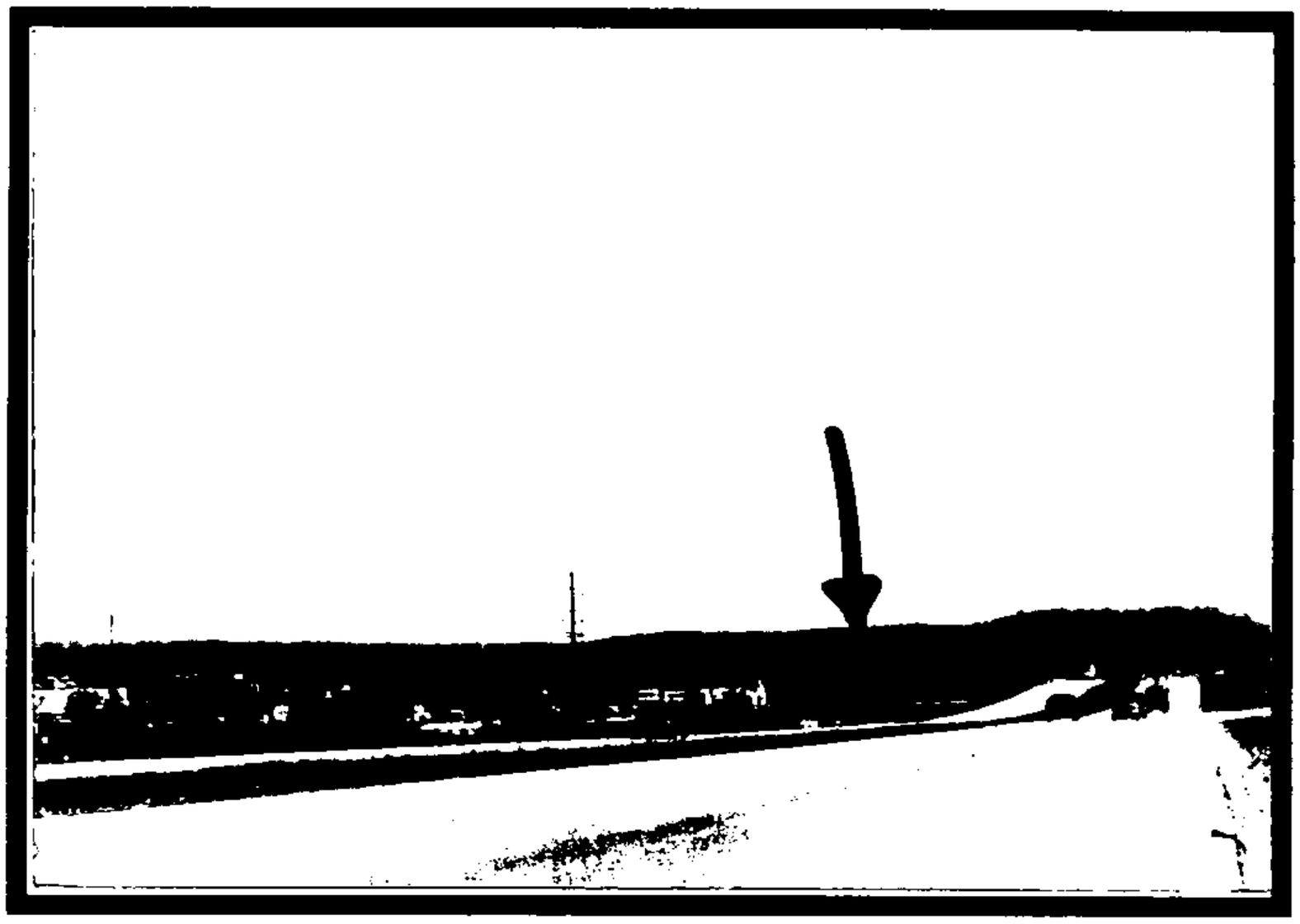
Special Notes

.1 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 8

Approach

US 71 SOUTHBOUND

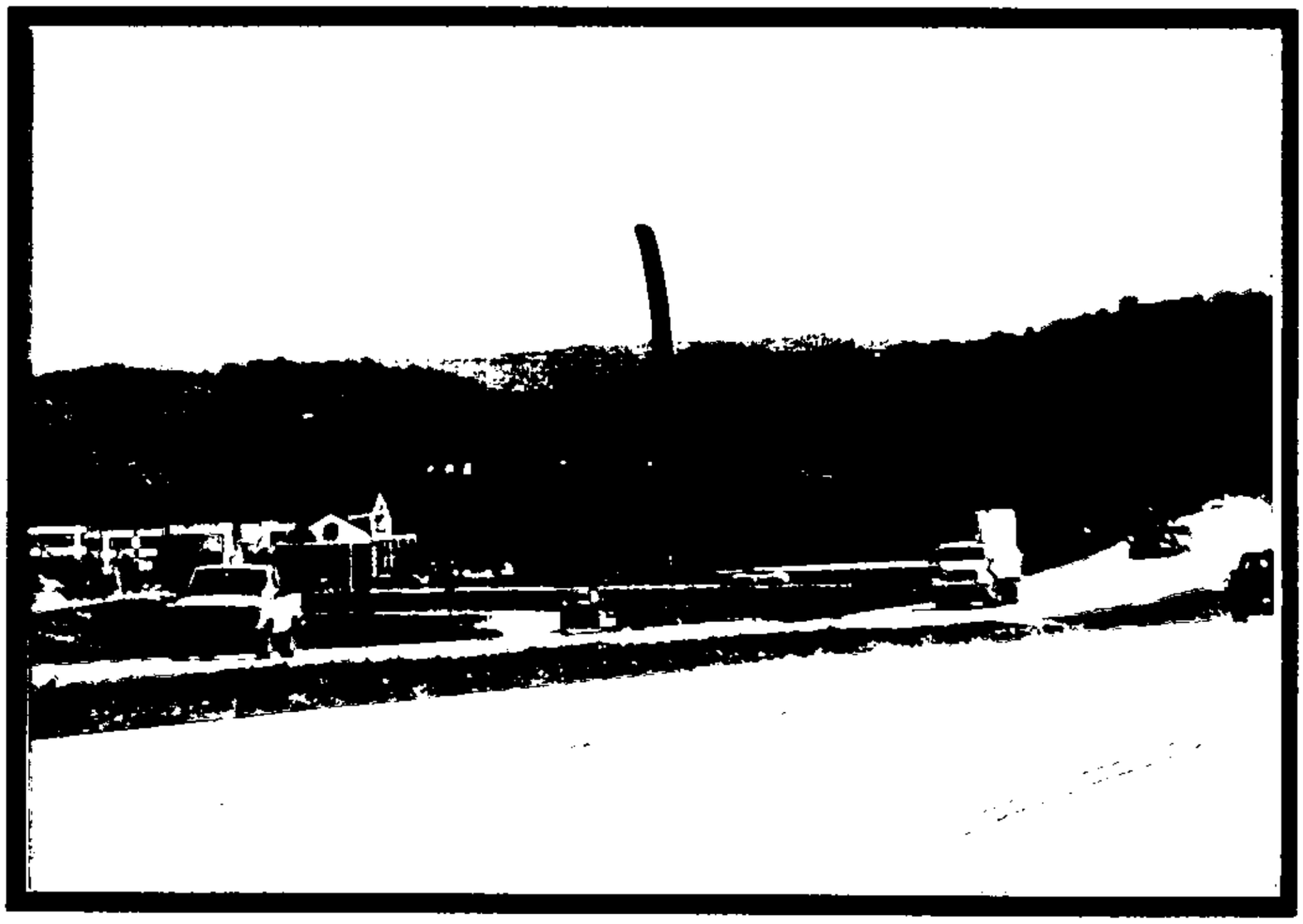
Special Notes

.1 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 20' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #7 ABOVE

ELEVATION TOP OF TARGET 55'



View of Site

Photo No: 9

Approach

US 71 SOUTHBOUND

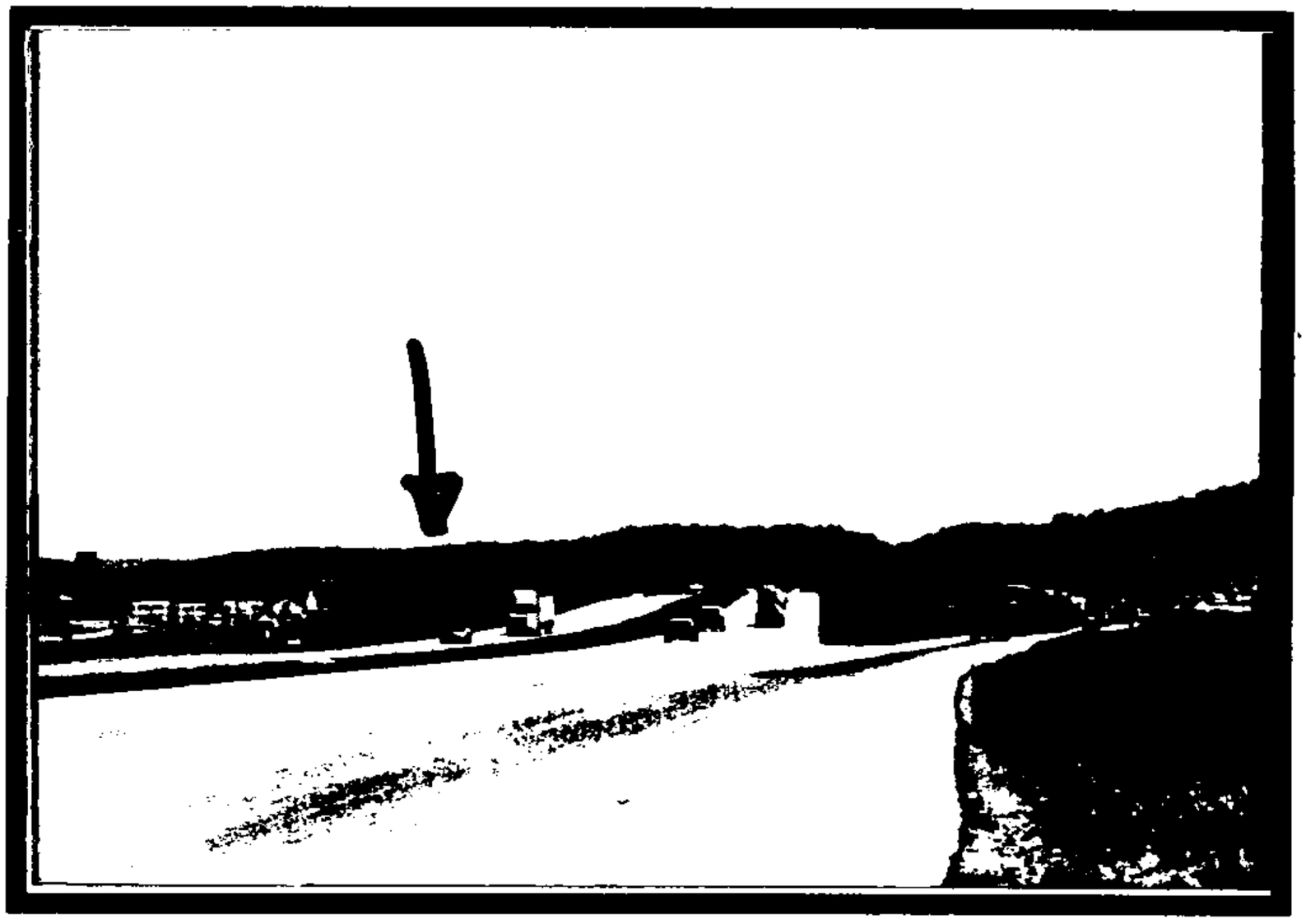
Special Notes

AT THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 10

Approach

US 71 SOUTHBOUND

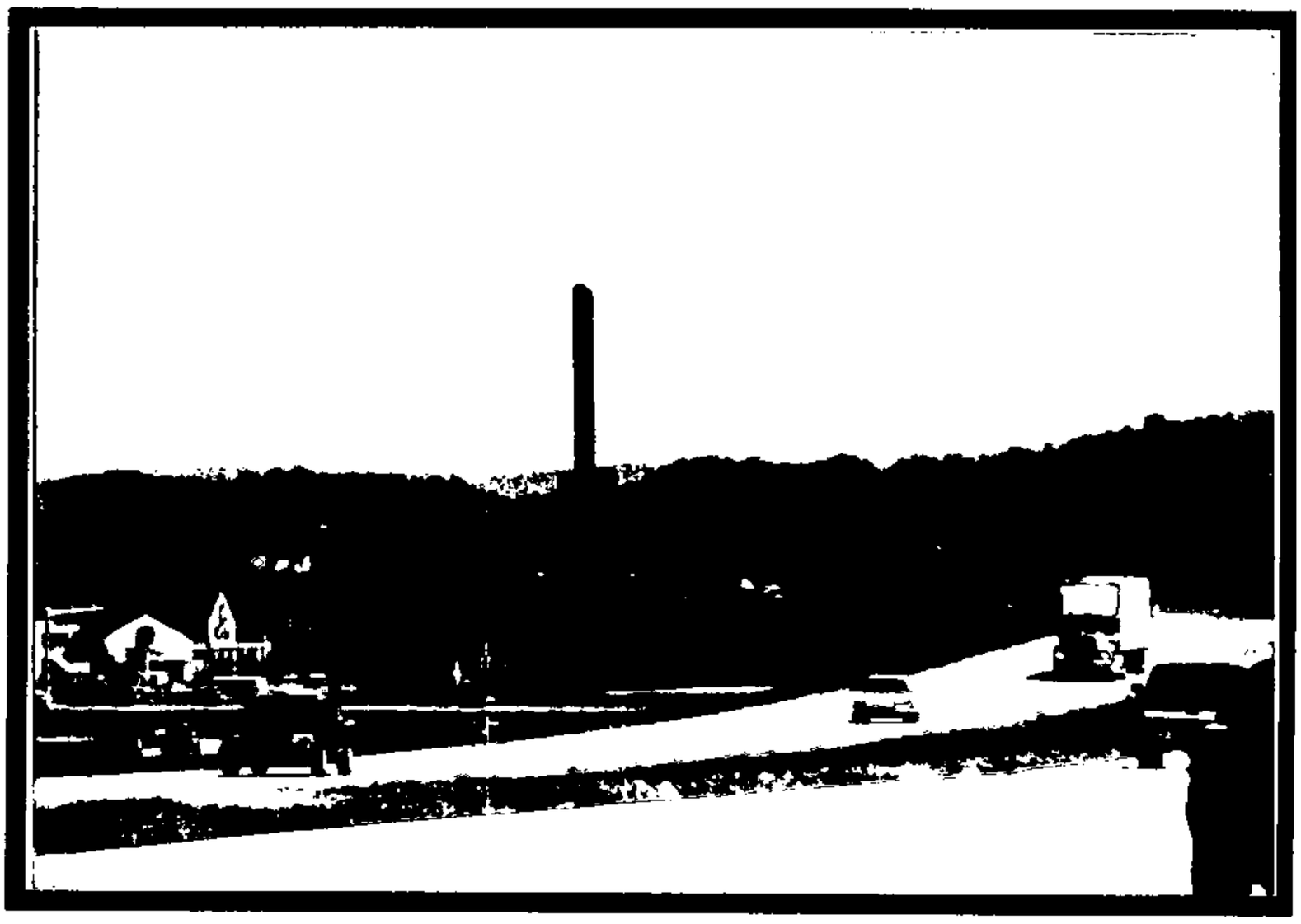
Special Notes

AT THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #9 ABOVE

ELEVATION TOP OF TARGET 55'



View of Site

Photo No: 11

Approach

US 71 NORTHBOUND

Special Notes

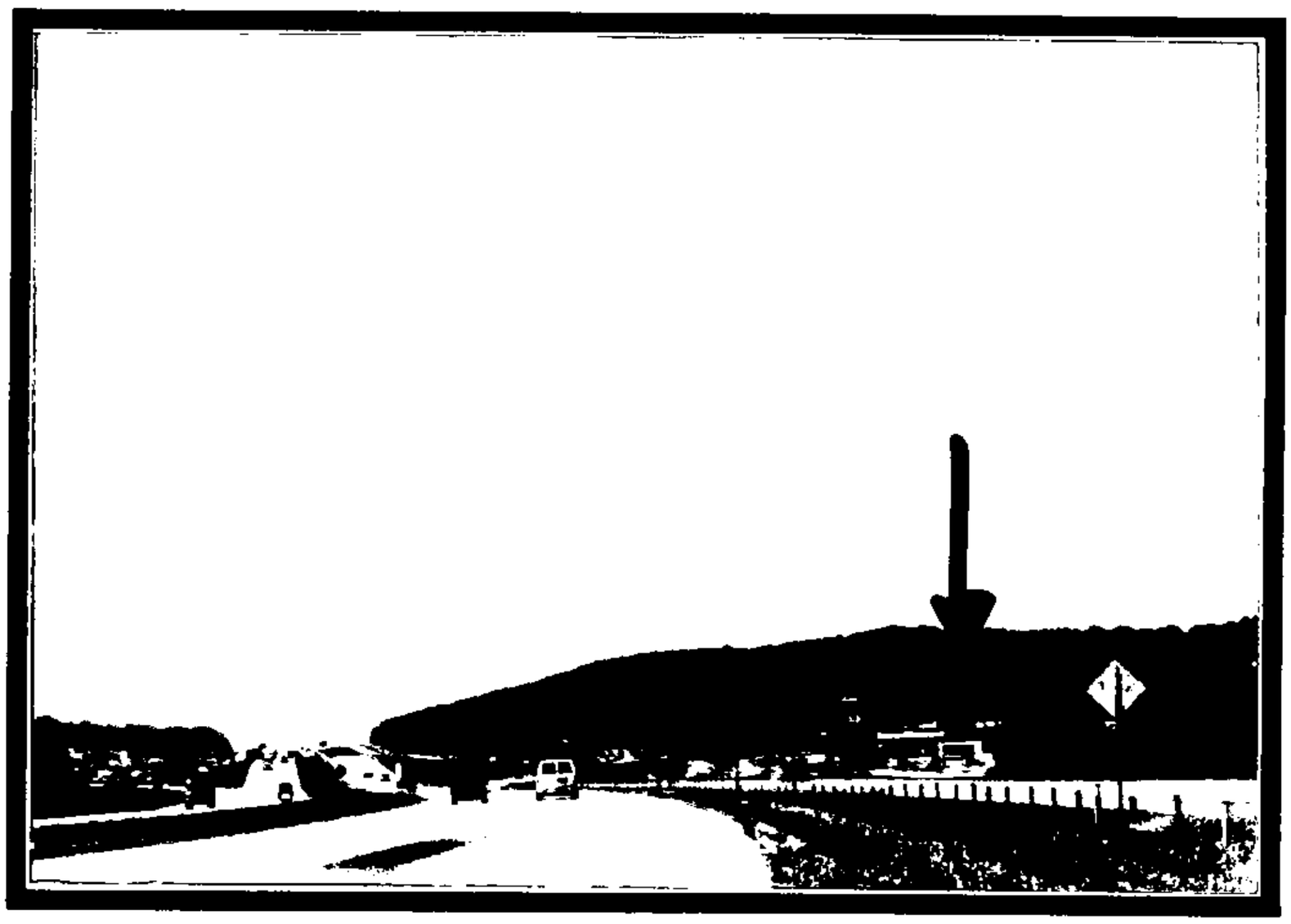
FIRST VIEW OF TARGET

.2 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 12

Approach

US 71 NORTHBOUND

Special Notes

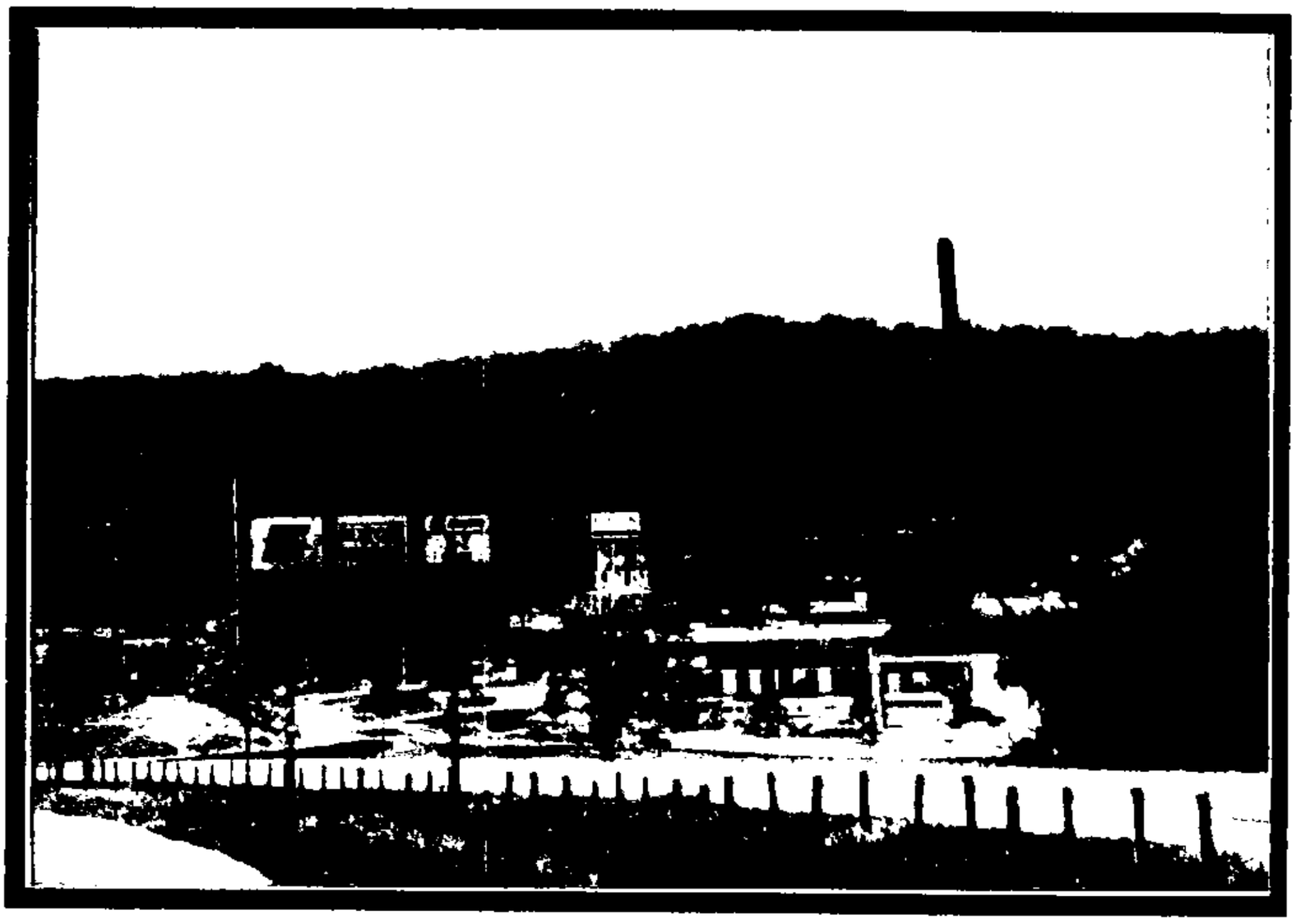
FIRST VIEW OF TARGET

.2 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #11 ABOVE

ELEVATION TOP OF TARGET 55'



View of Site

Photo No: 13

Approach

US 71 NORTHBOUND

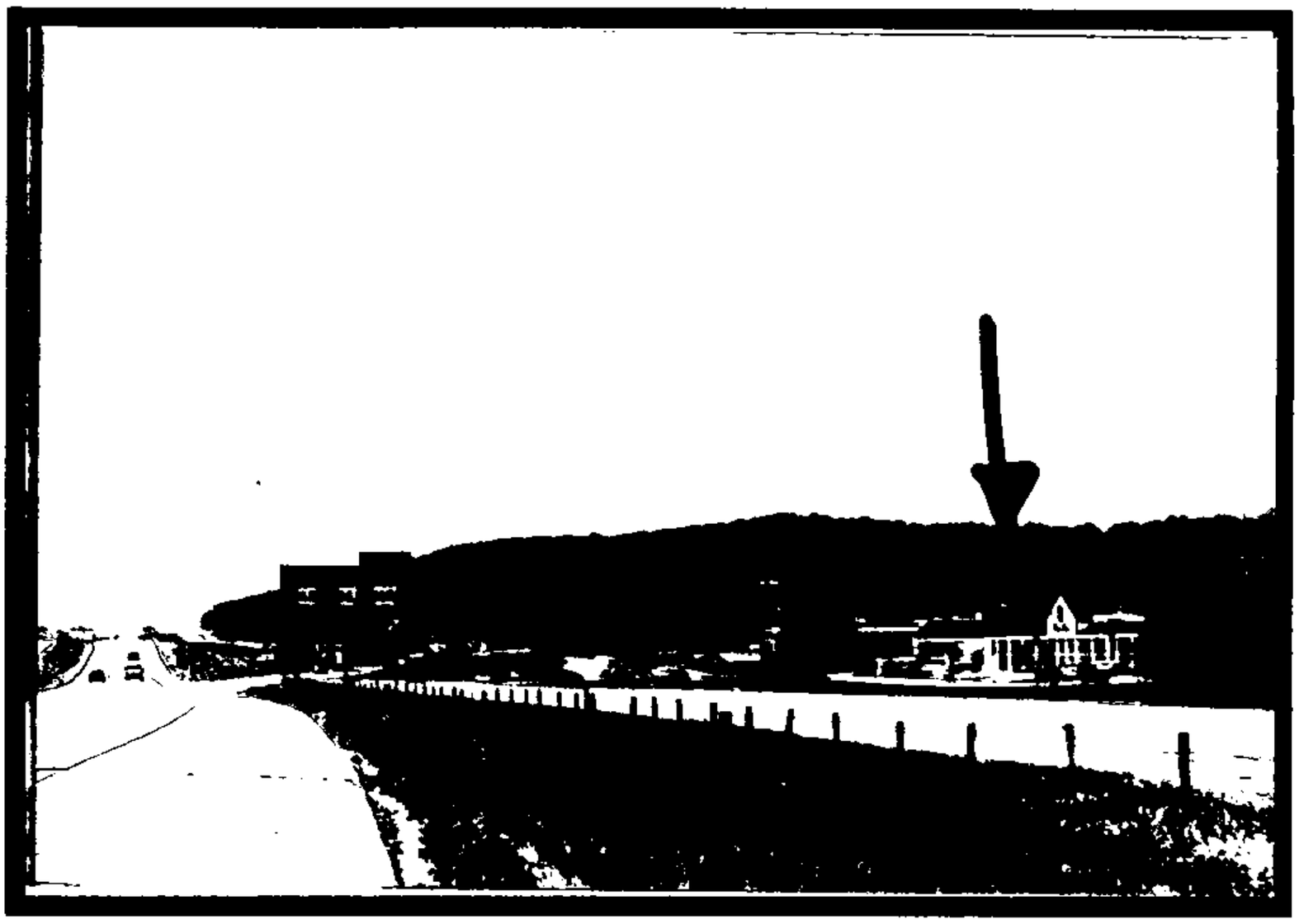
Special Notes

.1 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 14

Approach

US 71 NORTHBOUND

Special Notes

.1 MILE FROM THE BEGINNING OF EXIT RAMP

50' - 10' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #13 ABOVE

ELEVATION TOP OF TARGET 55'

View of Site

Photo No: 15

Approach

US 71 NORTHBOUND

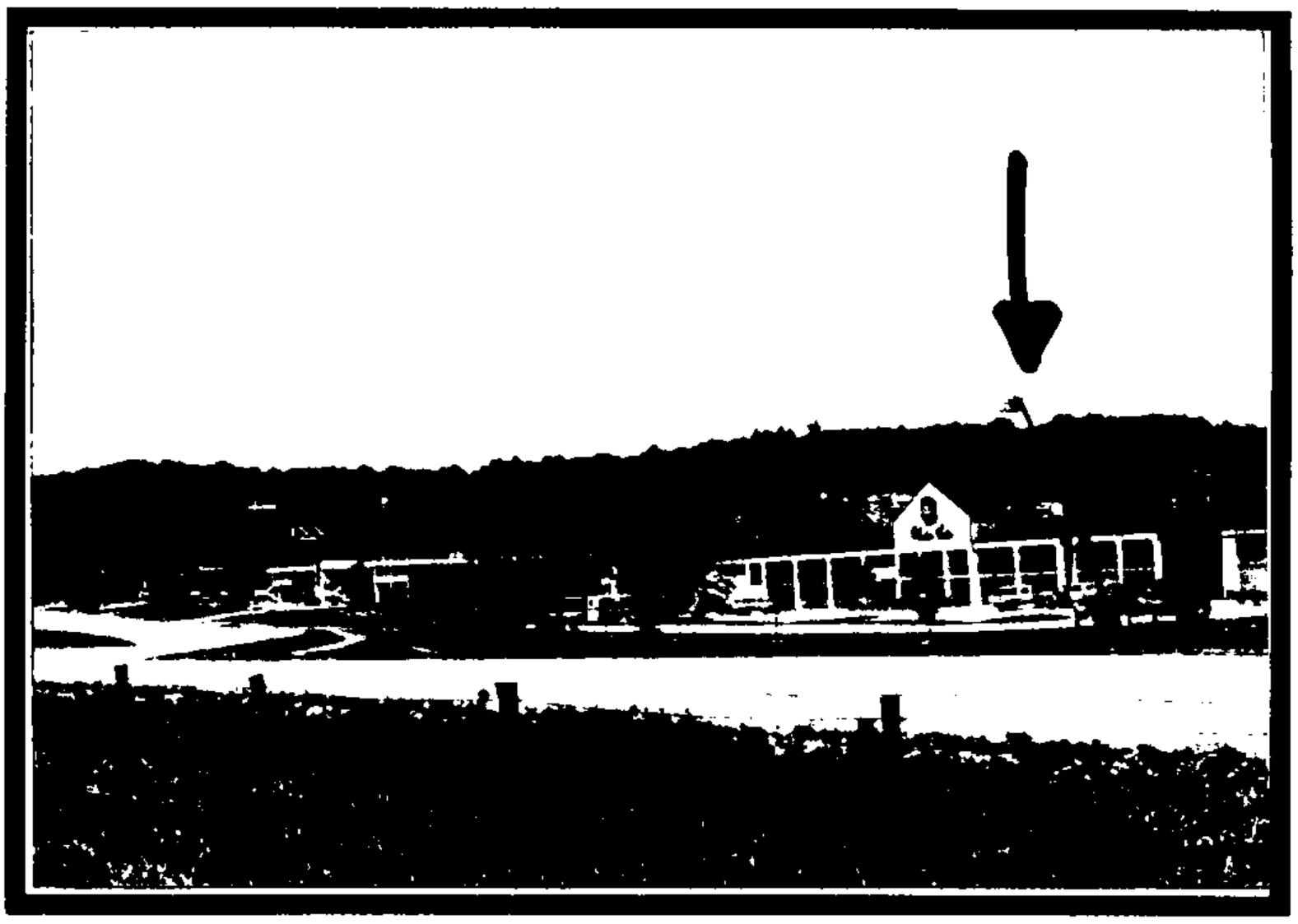
Special Notes

AT THE BEGINNING
OF EXIT RAMP

50' - 10' FLAGS VISIBLE

70 MM

ELEVATION TOP OF TARGET 55'



Enlarged View of Site

Photo No: 16

Approach

US 71 NORTHBOUND

Special Notes

AT THE BEGINNING
OF EXIT RAMP

50' - 10' FLAGS VISIBLE

ENLARGEMENT OF PHOTO #15
ABOVE

ELEVATION TOP OF TARGET 55'

View of Site

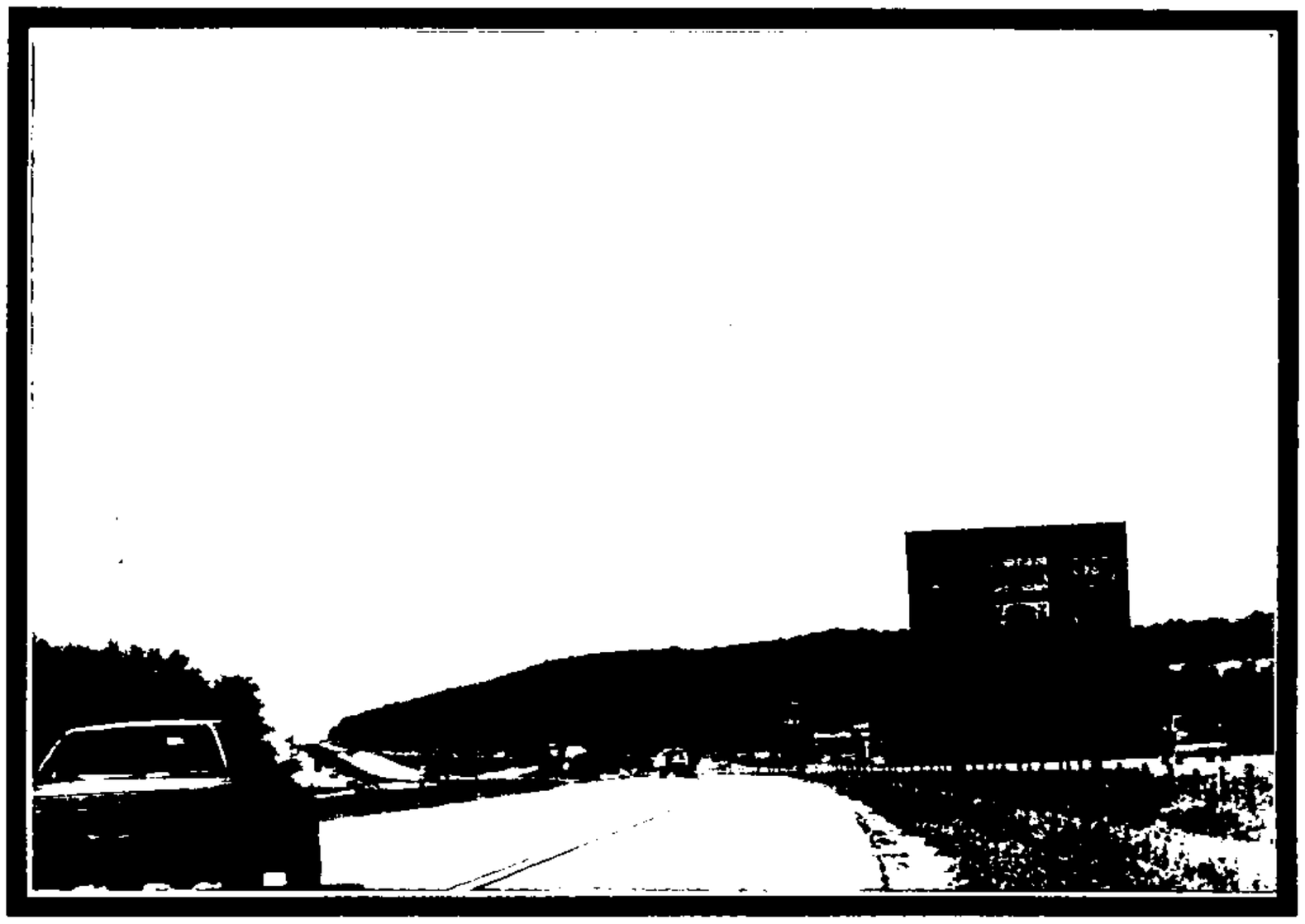
Photo No: 17

Approach

MISCELLANEOUS

Special Notes

LOGO BOARD - NORTHBOUND



View of Site

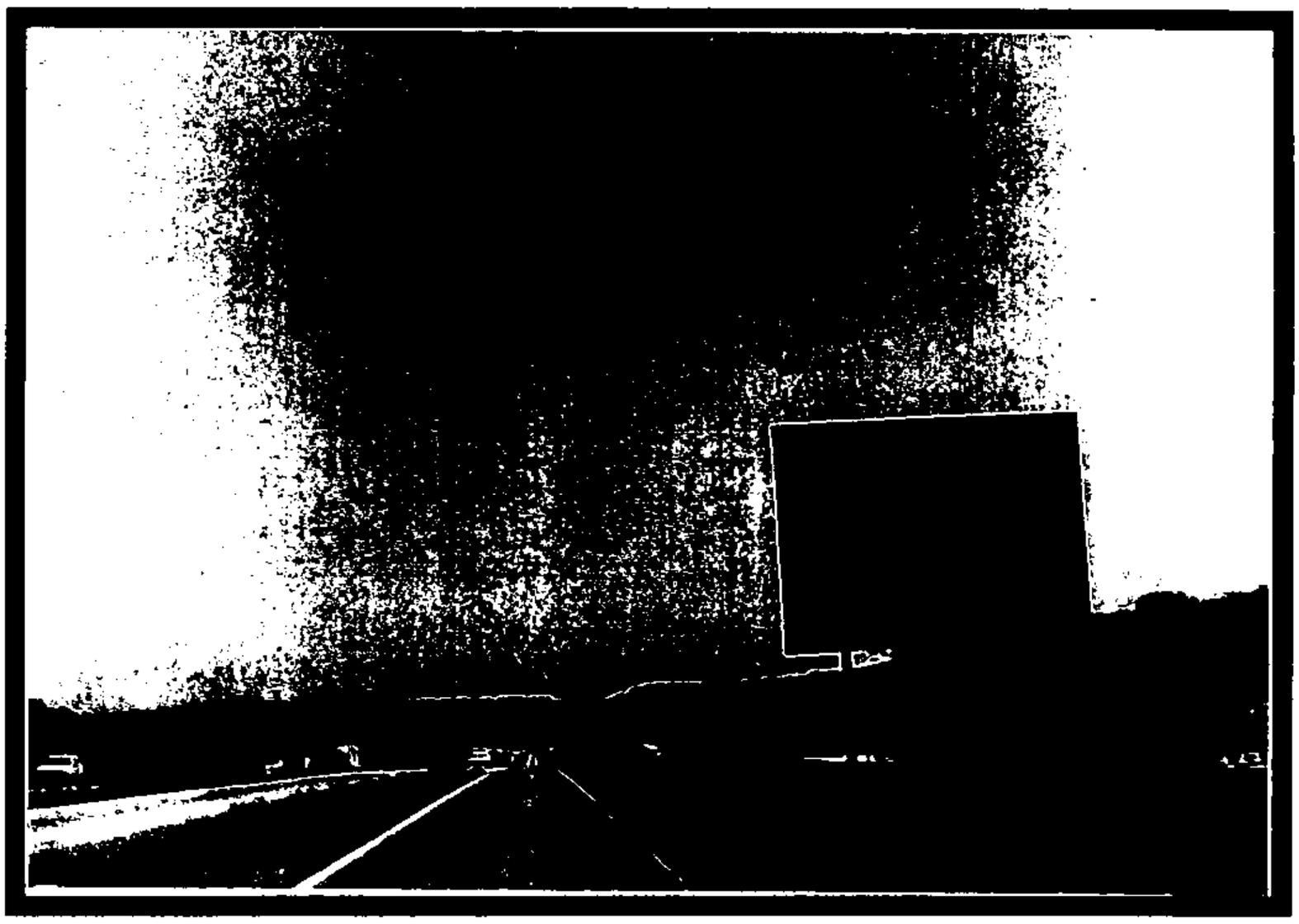
Photo No: 18

Approach

MISCELLANEOUS

Special Notes

LOGO BOARD - SOUTHBOUND



View of Site

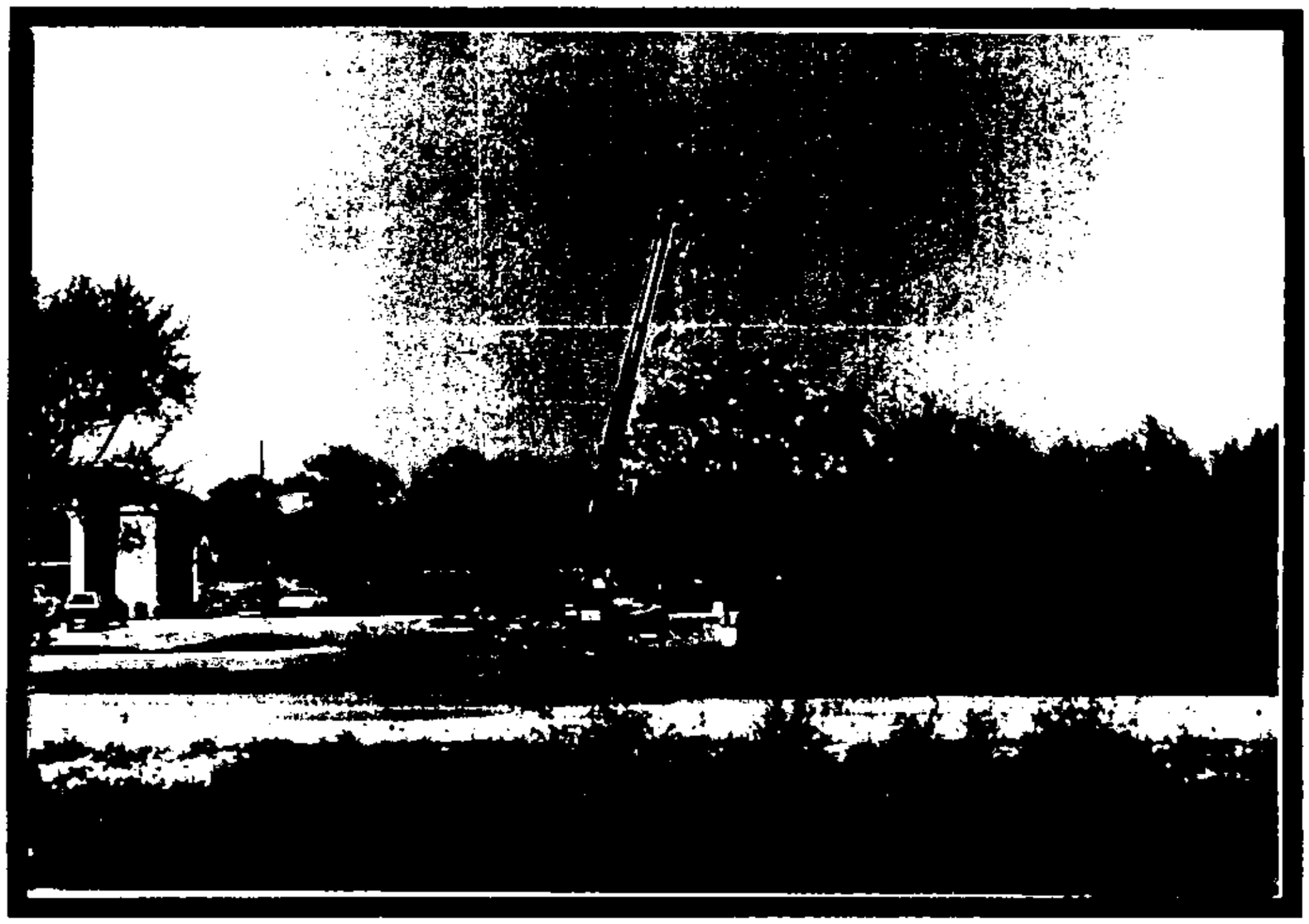
Photo No: 19

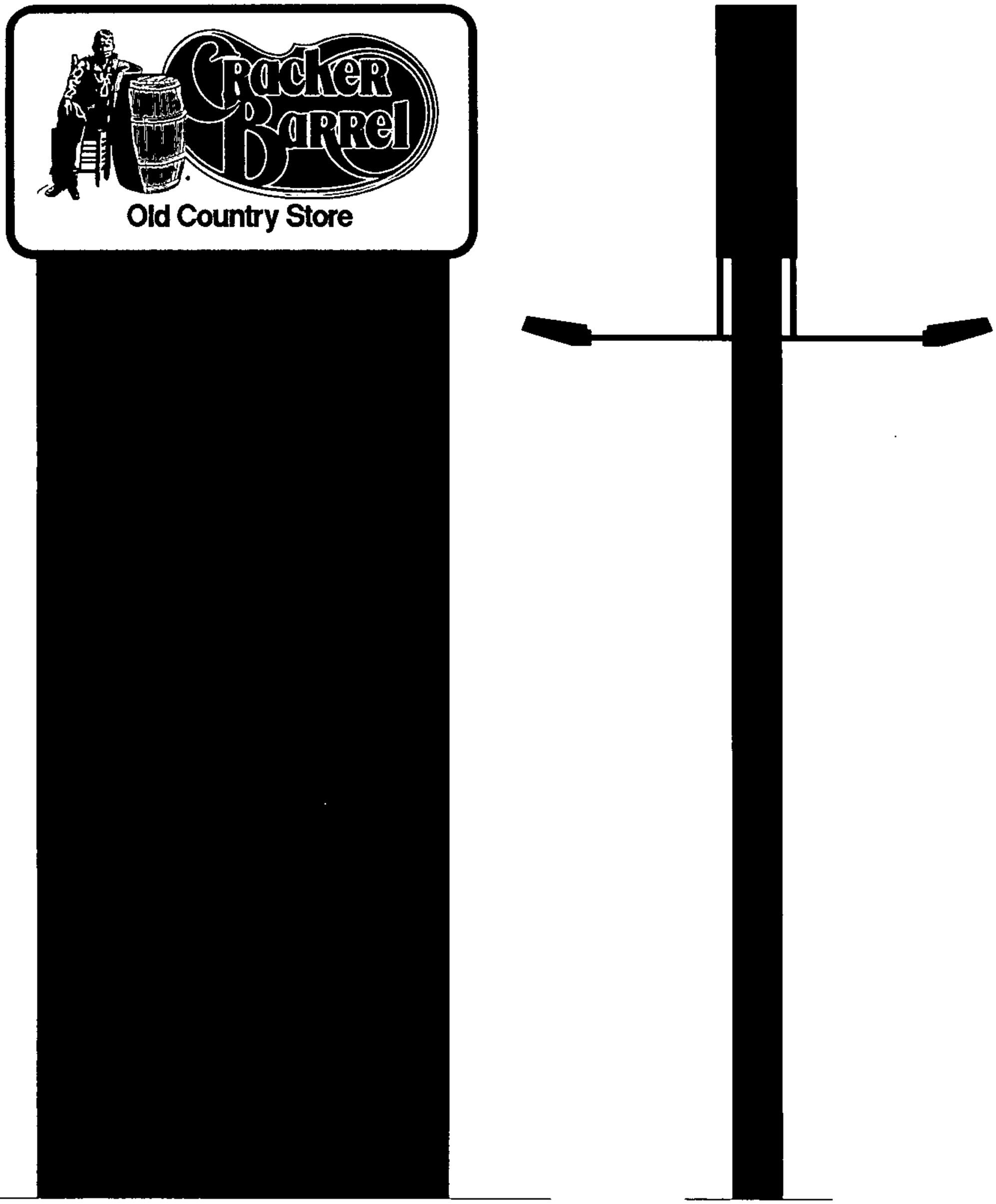
Approach

MISCELLANEOUS

Special Notes

CRANE PLACEMENT

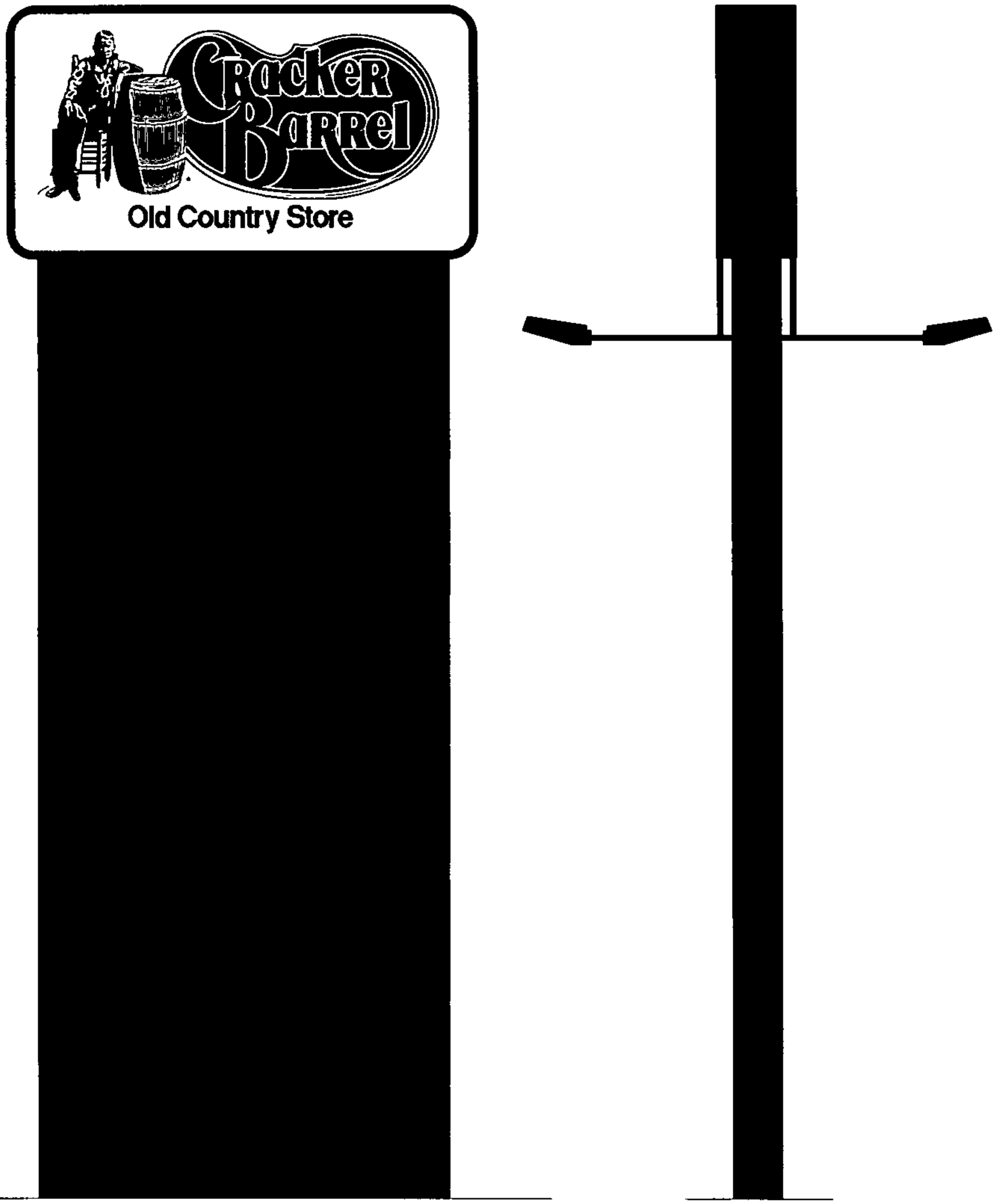




75 sf @ 30' oah pylon, porcelain faces, with board and batten base.

Elrod & Company
Corporate Sign Program Management and Engineering
2316 Old Fort Parkway, Murfreesboro, TN 37129

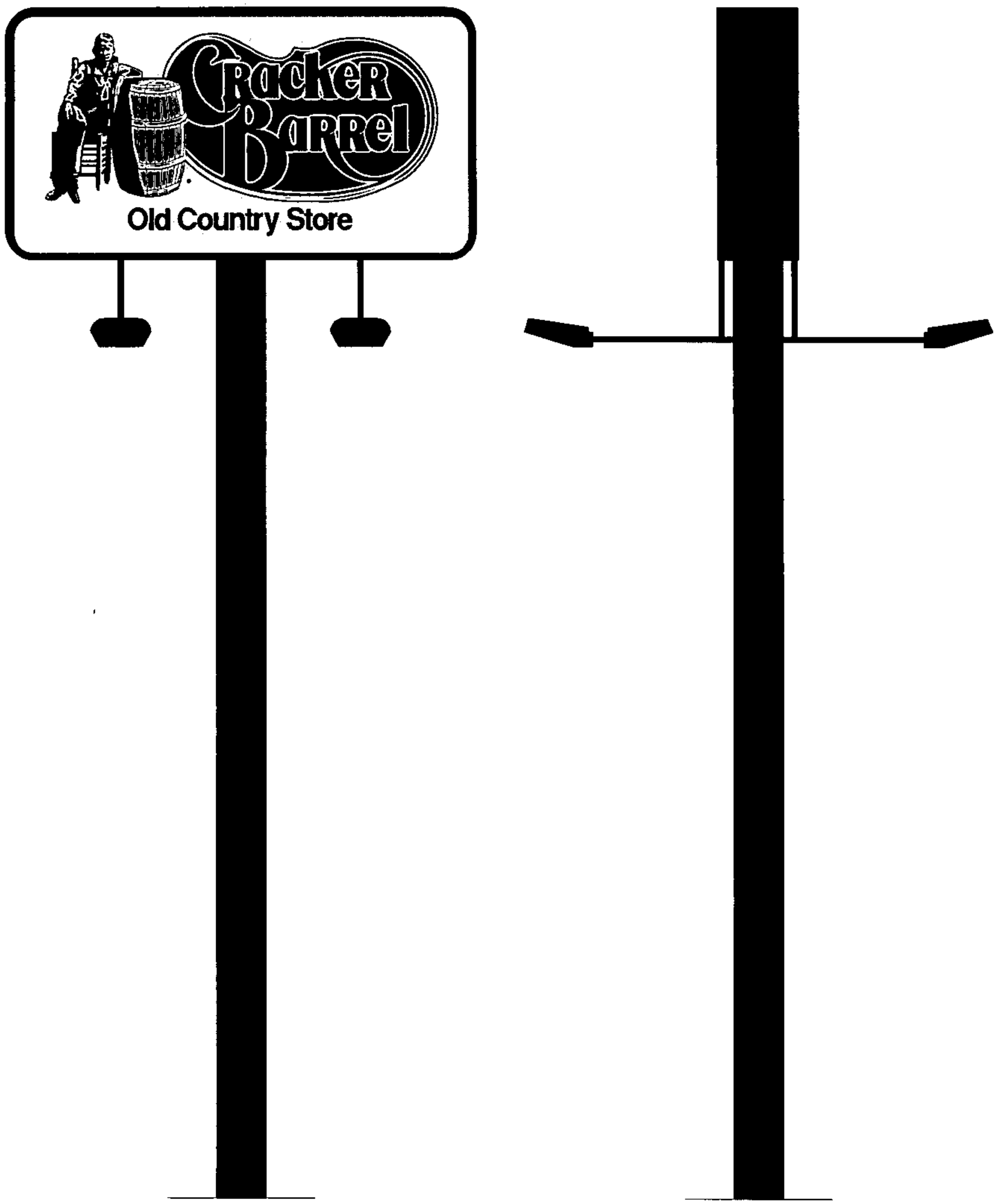
SCALE: Not to scale	NO: 0422-04	
DATE: 07/02/98	PAGE.: 1	DRAWN BY: *Nan Stanford*



75 sf @ 30' oah pylon, porcelain faces, with board and batten base.

Elrod & Company
Corporate Sign Program Management and Engineering
2316 Old Fort Parkway, Murfreesboro, TN 37129

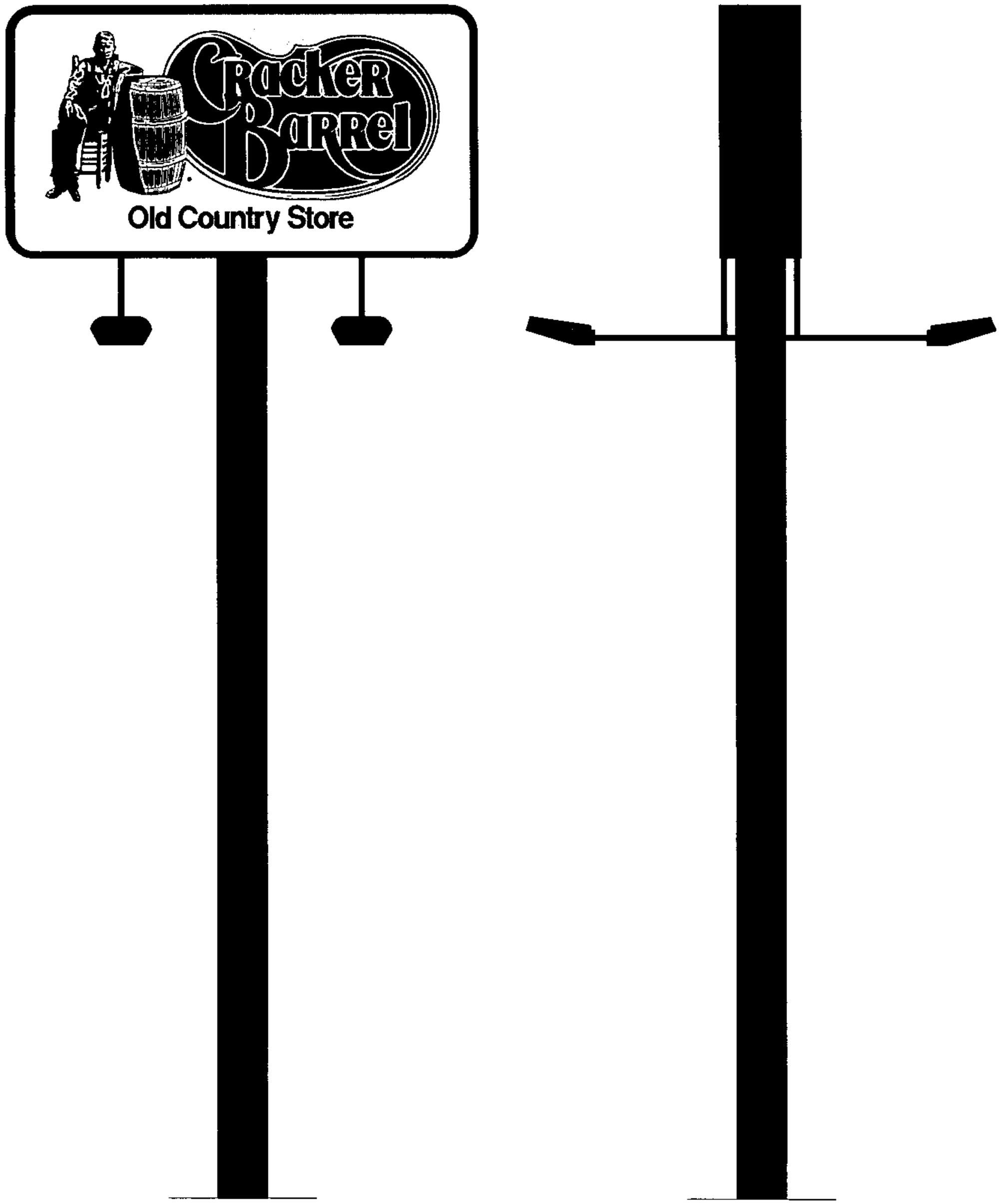
SCALE: Not to scale	NO: 0422-04	
DATE: 07/02/98	PAGE.: 1	DRAWN BY: *Nan Stanford*



75 sf @ 30' oah pylon, porcelain faces,
with narrow board and batten pole cover.

Elrod & Company
Corporate Sign Program Management and Engineering
2316 Old Fort Parkway, Murfreesboro, TN 37129

SCALE: Not to scale	NO: 0422-07	
DATE: 07/02/98	PAGE.: 1	DRAWN BY: *Nan Stanford*



75 sf @ 30' oah pylon, porcelain faces, with narrow board and batten pole cover.

Elrod & Company
Corporate Sign Program Management and Engineering
2316 Old Fort Parkway, Murfreesboro, TN 37129

SCALE:	NO:
Not to scale	0422-07

DATE:	PAGE.:	DRAWN BY:
07/02/98	1	*Nan Stanford*

346 N. Walnut Avenue
Fayetteville, AR 72701

July 6, 1998

Mr. Jerry Rose
City Attorney
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Rose:

In my July 2nd letter, I mentioned that we were in the process of gathering information concerning the Sutton Street property. Enclosed are two documents relating to this property. The first document is a copy of a letter that I sent to Mrs. January in March of 1994 , when I first heard that she might be selling her property. I offer this four year old document as evidence that I was interested in this property long before any group was organized to lobby the city to buy it for them. Mrs. January at that time decided that she would try to sell the property and the house as one. The present owners of this property are not "spoilers" as this group would like you to believe, but neighbors who have long had an interest in the property. The reason for the timing of the purchase is simple - it wasn't affordable until we heard that the price had dropped from the original $79,900 to $50,000. That announcement of the $50,000 pricing didn't come until during the last park board meeting on this matter. We bought it because we could afford it, and because we were concerned that the property might be purchased by others whose motives would be profit and not the preservation of the neighborhood.

A copy of the petition that I and many of my neighbors signed opposing the conversion of this back yard to a city park is also enclosed. My neighbors signed this petition when this issue was first raised and I thought that the Council was aware of its existence but a neighbor has told me that apparently some aldermen aren't aware that many residents in the immediate neighborhood do not want this city park. You will note that the people closest to the proposed park oppose it most. Isn't there something wrong when a "neighborhood walk-by park" is forced on a neighborhood that doesn't want it? The wishes of these folks, who will be most affected by a city park, seem to have been forgotten in the rush to take this property from us.

I hope this further clarifies some of issues that concern my neighbors and me. We expect to have all of our information next week, as I mentioned in my last letter. I look forward to discussing this with you at that time.

I hope that you will share this information with the Council.

With highest regards,

Wyit Wright

March 7, 1994

Dear Bobbie,

I tried to catch you at home today, but between your schedule and mine, it wasn't meant to be. I thought I would write you this note and then try to catch you again tomorrow.

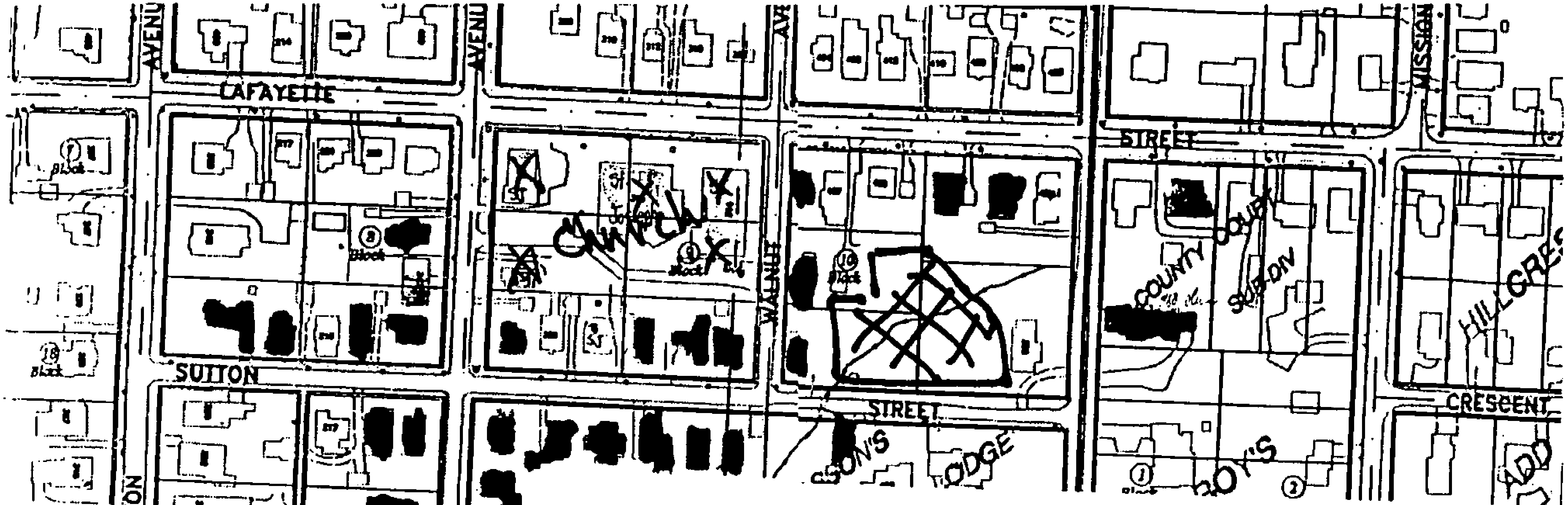
I heard yesterday that you may be going to sell your house. If this is the case, I did want to tell you that Lillian and I would very much like to purchase the woodlands, should you be willing to sell it separately. We know how much the woodlands meant to you and Jim, and they are very special to us also. Fayetteville being what it is these days, I would hate to see someone ruin it by bulldozing it and jamming houses onto it.

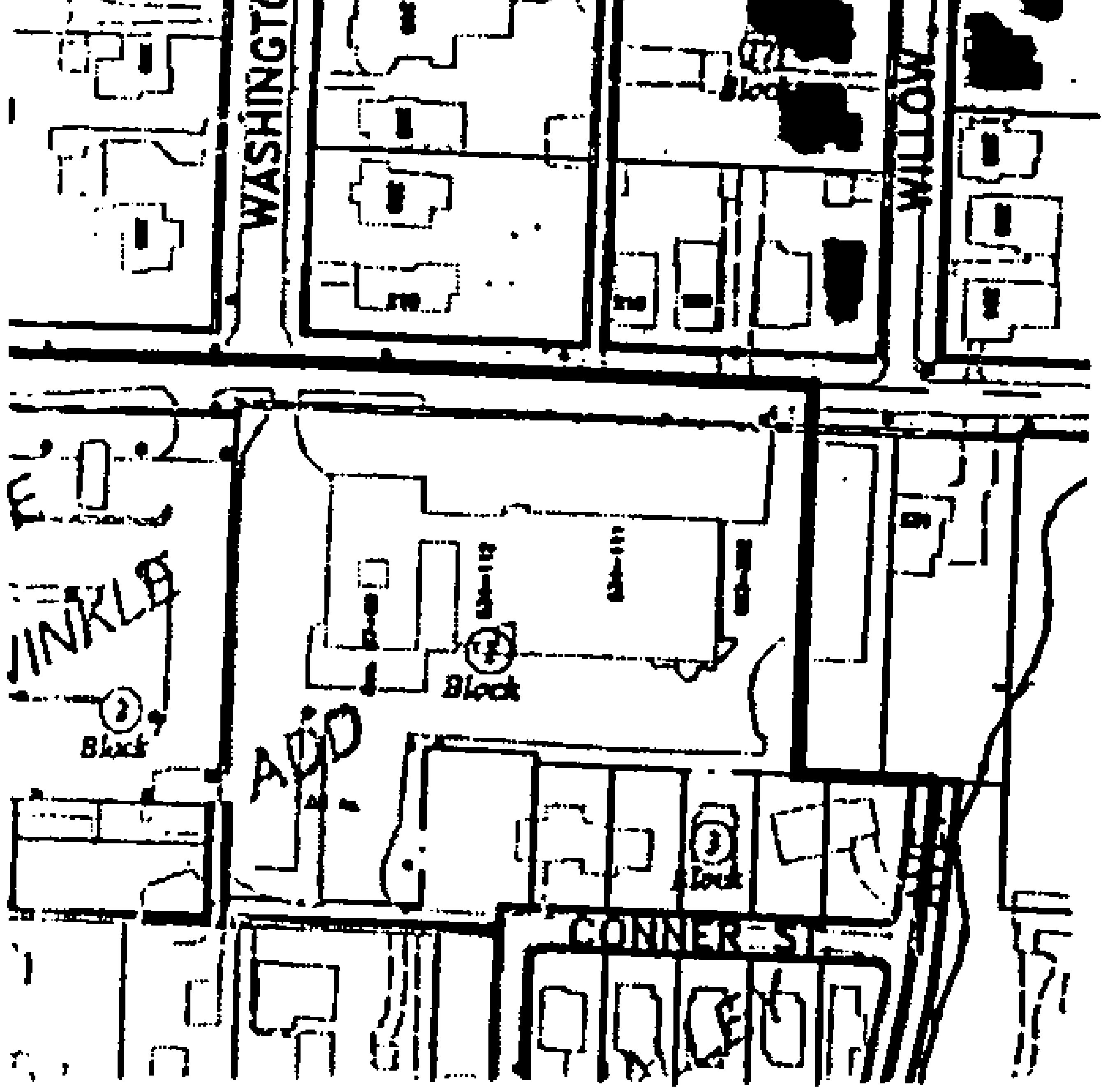
I know that you have worked hard to make it as nice as it is, and I would want to keep it that way. I would like to see it continue to be the lovely shady spot that it has always been.

I know that you must have a lot of things to consider, and I hope that this isn't just one more unwelcome request. I do hope that you will give it some thought, and I will call you tomorrow afternoon to discuss it further.

Thank you.

Wyit





Ginger Burns	315 Sutton St.
[illegible]	315 Sutton St
[illegible]	311 Sutton St.
L. Bell	319 Sutton St
[illegible]	314 Sutton St
[illegible]	324 Sutton St.
[illegible]	317 Sutton
[illegible]	417 Sutton
[illegible]	335 N Willow
[illegible]	312 N. Willow
[illegible]	316 N. Walnut
[illegible]	316 N. Walnut
[illegible]	307 Sutton
~~[illegible]~~	341 N. Willow
~~[illegible]~~	~~304 Sutton Ave.~~
[illegible]	417 E. Lafayette
[illegible]	347 N. Willow
Robert L. Savage	348 N. Walnut
Barbara Savage	348 N Walnut

[illegible]	320 Sutton
Bill [illegible]	335 N Washington
[illegible] Burke	219 E. Sutton St.
Heidi Cohen	303 Sutton
Bart Cohen	303 Sutton
[illegible] & Michael Falce	118 E. Lafayette St.
[illegible]	423 E [illegible]
Bob & Delia [illegible]	350 N [illegible]
Jennifer L. Pemberton	216 E. Sutton
Sandra Thomas	403 E Lafayette St.
Constance Clark	228 E. Lafayette
John Richardson	345 N. Walnut Ave.
[illegible]	317 E. Lafayette St.
Mikel [illegible] Anne Smith	304 Sutton Ave.
Emily C. Lancaster	343 Willow
[illegible]	315 N Willow
[illegible]	315 N Willow
[illegible]	309 N Willow

JAMES N. McCORD
ATTORNEY AT LAW

Walker-Stone House
207 West Center Street
Fayetteville, Arkansas 72701

Office: (501) 442-8846
Fax: (501) 443-3765

To: Fayetteville City Council

From: James N. McCord JNM

Date: July 7, 1998

Re: Sign Appeal of Cracker Barrel Restaurant

Cracker Barrel Old Country Store, Inc. ("Cracker Barrel") has appealed to the Fayetteville City Council from the June 8, 1998 decision of the Fayetteville Planning Commission denying Cracker Barrel a variance to erect one free standing (pole) sign at a proposed restaurant site east of U.S. 71 By-Pass just south of the Best Western Inn. The Planning Commission vote was 4-4. Cracker Barrel representatives believe the requested pole sign is essential to adequately identify the proposed restaurant for southbound motorists on U.S. 71 By-Pass. Some Planning Commission members expressed the view that a logo on the southbound exit ramp sign (Exit 43) near the site would be adequate identification. According to Mr. Larry Long at the Arkansas Highway Department only one logo space remains available on the southbound Exit 43 sign; that space will be allocated on a first come (request) first served basis; and the allocation would not be made to Cracker Barrel until the construction of the restaurant begins. Cracker Barrel estimates that construction could not begin for at least five months.

Cracker Barrel respectively requests a majority of the Fayetteville City Council vote to hear, and grant, this appeal and thereby permit Cracker Barrel to erect one freestanding pole sign with an overall height of 30 feet utilizing 75 square feet of display service area for each of two sign faces on one sign.

cc: Honorable Fred Hanna, Mayor
Jerry Rose, City Attorney
Alett Little, Planning Director

KEATING ENTERPRISES, INC.

RECEIVED
JUL 07 1998

July 7, 1998

Mr. Jerry Rose, City Attorney
City of Fayetteville,
Administration Building
113 W. Mountain St.
Fayetteville, Ar. 72701

RE: RESPONSE TO LETTER OF 7/1/98

Dear Mr. Rose;

The following is offered in an attempt to clarify the reasons for our time extension request.

In the past few days we have received the attached documents concerning the value of the improvements on the Sutton St. property. We are also in the process of gathering additional information which should be available by July 17, 1998.

A question I continually hear from my neighbors and others is "Why has the City's stance been so adversarial from the outset?" Why was the City Attorney not empowered to attempt a mutually satisfactory settlement to this matter, as has been done so many times in the past? Instead, there was a public discussion of offering less than the price we offered, and the continual threat of condemnation if the City's offer was not immediately accepted.

It has also come to our attention that the manner in which the City's appraisal was determined could be construed by some as flawed. We have been told by a Realtor that the appraiser, commissioned and paid by the City, asked Richard Alexander for comparables for this property. This is the Richard Alexander who has appeared before the Council telling its members that they should condemn this property. Clearly, his interests and those of his group were that the appraisal reflect a low value, making it easier to achieve their goals. Some have suggested that this may have been a conscious attempt to induce Jim January's widow to reduce her asking price. Is it any wonder why we are seeking unbiased study of this property's worth?

Finally, the improvements made to this piece of property can't simply be swept away in a torrent of words to the contrary. For instance, my house is located across the street from this property on land bought for back land taxes. The property was then offered to the neighbors for

2592 N. Gregg St. Suite #24 Fayetteville, Ar. 72703 phone: 501-442-4762 fax 501-443-4752

$1,500.00. in the 1980's. They turned it down as "unbuildable". Who would disagree that this land is worth considerably more now, largely because of the improvements made to it? The improvements made to the piece of property in question and analyzed in the attached documents have been largely ignored to date and, we feel, totally misrepresented in the City's appraisal..

Wise decisions are rarely made in haste when haste can be avoided. If the City's Council will allow us time to gather information we need to make a rational decision, we would greatly appreciate it.

As Always, Best Regards,

R. J. (Dick) Keating

501-442-4762

cc: Sutton Street Neighbors Association.
Fayetteville Friends of Private Property, a not for profit corporation.
Incorporation application pending.

inc: 2

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

Keating Enterprises
2593 N. College
Fayetteville, Ar. 72703

6-24-98

Att: Bill Keating
Re : Property on Sutton Street

Dear Bill;

I have looked at the rock work on the property located on Sutton Street. As requested, I will estimate what the rock work will cost if it had to be replaced. My estimate is detailed as follows:

1) Picnic Area	
a) Rock Patio 1200 sf @ $10.00	$ 12,000.00
b) Picnic Table	1,600.00
c) Bar B Q Pit	2,800.00
d) Rock Retaining Wall	4,200.00
2) Rock Bridge	14,000.00
3) Wishing Well (West)	3,200.00
4) Wood Bridge with Rock	6,800.00
5) Bird Bath (East Side)	3,700.00
6) Rock Retaining Wall (North Boundary)	8,200.00
7) Rock Stairs	4,500.00
8) Rock Terrace work around Creek	8,000.00
TOTAL	69,000.00

Also, it is hard to place a value on the unique character of the "As-Built" condition. The aged condition of the rock would be hard to duplicate.

Please call concerning any questions you may have.

Thank you.

Sincerely;

David L. Jorgensen, P.E.

WYCKOFF'S LANDSCAPES INC.

David Wyckoff-Owner 2563 Old Wire Rd Fay. Ar. 72701 Phone: 521-2033

Mr. Bill Keating
Keating Enterprises, Inc.
2592 N. Gregg St., Suite #40
Fayetteville, Ar. 72703

6/28/98

RE: ESTIMATE FOR ROCK IMPROVEMENTS ON SUTTON PROPERTY

Dear Mr. Keating:

As requested, I have inspected the rock improvements on the lot in the 400 block of Sutton St. Following is a description and an estimate:

Southwest wishing well and patio	$3,000.00
Wishing well roof cover	$2,600.00
Wood bridge and stone piers	$4,800.00
Bench (free standing -- east side)	$ 500.00
Paving stone for path (cc 5 tons)	$ 700.00
Rock retaining wall for creek	$6,800.00
North retaining wall (250' x 3' @ 10.00)	$7,500.00
Native stone waterfall spillway, arched stone bridge & rock wing wall for stone bridge	$13,800.00
N. bird bath with stone patio	$4,900.00
E. bird bath	$2,800.00
Stone picnic table	$2,000.00
Barbeque pit	$3,400.00
Misc. tables	$2,500.00
Stone steps to upper level	$4,100.00
Rock retaining wall on n. side of patio	$4,000.00
Approx 1200 sq. ft. of patio	$9,600.00
	$73,000.00

The above figures are based on replacement cost. They are conservative. The rock work is extensive and its cost would be hard to overvalue.

Sincerely,

David Wyckoff
Wyckoff's Landscapes, Inc.

inc: qualifications & references

WYCKOFF'S LANDSCAPES INC.

David Wyckoff-Owner 2563 Old Wire Rd. Fay. Ar. 72703 Phone: 521-2033

Wyckoff's Landscapes Inc. was formed in April 1995, with the purpose of providing quality landscaping to the Northwest Arkansas area. Prior to starting this company, my experience has included five years in local construction, two years schooling in construction technology, four years in the military as a heavy equipment operator and rigid pavements specialist, and one and a half years in operations maintenance at the Fayetteville City Airport. Every employee of Wyckoff's Landscapes Inc. are well versed in all aspect of landscape construction. At present our capabilities include:

- **Arkansas native stone work** - including retaining walls, patios, facing of existing structures, pathways, and steps.
- **Brick work** - retaining walls, pathways, patios, and steps.
- **Carpentry** - decks, gazebos, and fences.
- **Concrete work** - walks, driveways, steps.
- **Flowerbeds** - preparation of beds, planting of both annual and perennial plants, and maintenance of planting beds, trees, and shrubs.
- Grass - sodding and preparation for sodding, seeding, mowing maintenance, and fertilizing.

Wyckoff's Landscapes Inc. is a member of both the Better Business Bureau, and the Fayetteville chamber of commerce. We are insured by Springdale Insurance Agency, and will furnish proof of insurance upon request. A list of references is on the back of this page.

REFERENCE'S

Dr. Teryll & Shannon Ortego
1981 Manor Dr.
Fayetteville Ar. 72701
Telephone # 521-7313

Drs. Tom & Janice Frentz
1725 Anson St.
Fayetteville Ar. 72701
Telephone # 443-2668

Mrs. Caroline Banks
1109 Sunset
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Mr. Albert Skiles - Architect
Goshen Ar.
Telephone # 521-5010

WWW.WYCKOFFSLANDSCAPES.COM.

PRB ARKANSAS FIRE & POLICE PENSION REVIEW BOARD

P.O. DRAWER 34164
LITTLE ROCK, ARKANSAS 72203
TELEPHONE (501) 682-1745
FAX: (501) 682-1751

TO: The Board of Trustees
Police Pension and Relief Fund of FAYETTEVILLE

FROM: Arkansas Fire and Police Pension Review Board

RE: 1997 Pension Fund Actuarial Valuation

DATE: July 7, 1998

In accordance with State law, the actuary under contract to this office periodically tests all local fire and police pension funds for actuarial soundness. The 1997 actuarial study of your pension fund is attached. The financial tests for the pension fund are to answer the following questions:

	YES	NO
1. Is there enough annual income to the pension fund to fully fund it? (See page 4 of the actuary's report.)	✓	
2. Are there enough assets in the pension fund to cover all active member contributions, all payments to current retirants, and at least 75% of future payments earned by active members (See page 11 of the actuary's report), **OR** are current assets sufficient to cover 90% of all accrued actuarial liabilities (See page 10 of the actuary's report)?	✓	
3. Is this pension fund considered actuarially sound under State law?	✓	

FAYETTEVILLE POLICE PENSION FUND

ACTUARIAL VALUATION

AS OF DECEMBER 31, 1997

Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

One Union National Plaza.Suite 1690
124 West Capitol Avenue
Little Rock, Arkansas 72201
(501)376-8043

July 7, 1998

Board of Trustees
Fayetteville Police Pension Fund

Gentlemen:

This report presents the results of our actuarial valuation of the assets and liabilities of the Fayetteville Police Pension Fund as of December 31, 1997.

This valuation is required by Arkansas Code Annotated 24-11-205. The purpose of this report is to (1) evaluate the actuarial status of the Fund, (2) determine the level contribution requirement needed, (3) review the development of the Fund over the past several years, and (4) present certain actuarial items on pages 8 and 9 for disclosure under Governmental Accounting Standards. This report is not intended for any other purpose.

The member and financial information used in this report was supplied by the Arkansas Fire & Police Pension Review Board, whose cooperation is appreciated. We did not audit this information, although we did review it for reasonableness and consistency.

I certify that this report has been prepared in accordance with generally accepted actuarial principles and practices. In my opinion, the actuarial methods used are appropriate and the actuarial assumptions produce results which, in the aggregate, are reasonable.

Sincerely,

Steve Osborn, F.S.A., M.A.A.A.
Actuary

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EXHIBIT 1

CONTRIBUTIONS

The following contribution level reflects the payment of the current year Normal Cost for benefits attributable to said year (see Exhibit 2) plus an amount sufficient to pay off the Unfunded Actuarial Liability over a 10-year period (5-year period for any unfunded retiree liability). These costs DO NOT include the contributions due to the Local Police and Firefighters Retirement System ("LOPFI") for persons hired after 1982.

1998 Necessary Annual Contribution to pay:			
1	Normal Cost, plus	$	132,306
2	Pay off the Unfunded Actuarial Accrued Liability		(28,679)
3	Total necessary	$	103,627
	Less		
4	Expected Employee Contribution (6.00% of salary)	-	29,485
	Necessary Employer Contribution (This is the amount needed in addition to investment income)	$	74,142
	Covered Payroll	$	491,422
	Necessary Employer Rate		15.09%

These contributions assume that the dollar contribution grows at a rate of 4% per year. The contributions are assumed to be made continuously throughout the year.

The actual 1997 contribution was $588,261 from the employer.

EXHIBIT 2

COSTS AND LIABILITIES

			December 31, 1997 Dollar Amount	Percent of pay
A	Normal Cost (Cost to fund current active members)			
	1 Regular Retirement Benefits	$	121,708	24.77%
	2 Voluntary Termination Benefits		2,712	0.55%
	3 Survivors' Benefits		3,800	0.77%
	4 Disability Benefits		4,086	0.83%
	TOTAL	$	132,306	26.92%
B	Actuarial Accrued Liability			
	1 Active Lives			
	Regular Retirement Benefits	$	2,918,517	
	Voluntary Termination Benefits		0	
	Survivors' Benefits		2,227	
	Disability Benefits		4,917	
	TOTAL ACTIVE LIVES	$	2,925,661	
	2 Inactive Lives			
	Retirees	$	3,259,339	
	Disability Retirees		1,985,681	
	Widows & Children		699,822	
	TOTAL INACTIVE LIVES	$	5,944,842	
	3 Total Liability	$	8,870,503	
C	Assets	$	9,126,449	
D	Unfunded Actuarial Accrued Liability	$	(255,946)	

EXHIBIT 3

SUMMARY OF FINANCIAL INFORMATION

(Items D-E determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/95	Year Ended 12/31/96	Year Ended 12/31/97
A. INCOME			
1 Contributions			
Employee	$ 32,206	$ 32,644	$ 31,663
Donations	600	530	420
Employer/Court Fines/Other	171,256	175,146	192,089
Insurance Tax	163,469	163,303	158,283
Local Millage	166,068	215,222	237,469
Adjustment to prior year asset valuc	0	0	0
2 Net Investment Incomc	318,782	753,400	874,170
TOTAL INCOME	$ 852,381	$ 1,340,245	$ 1,494,094
B. EXPENSES			
1 Administrativc	$ 3,400	$ 3,725	$ 3,000
2 Benefits	403,839	435,322	453,553
3 Refunds	0	0	0
TOTAL EXPENSES	$ 407,239	$ 439,047	$ 456,553

EXHIBIT 3 (Continued)

C ASSETS (at book value)	12/31/95	12/31/96	12/31/97
1 Cash & Checking Accounts	$ 0	$ 0	$ 0
2 Bank Deposits	3,132	4,629	16,086
3 Savings and Loan Deposits	0	0	0
4 Other Cash Equivalents	722,791	752,438	911,757
5 US Govt. Securities	2,671,628	3,182,681	3,032,039
6 Non-US Govt Securities	0	0	0
7 Mortgages	0	0	0
8 Corporate Bonds	1,157,519	1,043,872	1,174,980
9 Common Stocks	2,534,108	3,017,749	3,907,641
10 Other	98,532	87,539	83,946
11 Payables	0	0	0
TOTAL ASSETS	$ 7,187,710	$ 8,088,908	$ 9,126,449
D. RATIO OF ASSETS TO ANNUAL EXPENSES:	17.6	18.4	20.0
E. NET INVESTMENT RETURN:	4.7%	10.4%	10.7%
F. TOTAL MARKET VALUE (Used only for GASB calculations)		8,455,191	9,970,550

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 5. The values below are based on the assumptions contained in Exhibit 8.

STATEMENT OF CREDITED PROJECTED BENEFITS

Actuarial present value of credited projected plan benefits	December 31, 1997
Participants currently receiving benefits	$ 5,944,842
Terminated employees not yet receiving benefits	0
Active employees	
Accumulated employee contributions	317,594
Employer Financed	
Vested	1,452,054
Nonvested	1,147,082
Total actuarial present value of credited projected benefits	$ 8,861,572

The actuarial present value of credited projected benefits is used in the financial statements of the plan and the Employer. These numbers are used for disclosure purposes only, and are not used in determining the actuarial contribution requirements.

Note: GASB No. 27 is effective January 1, 1998. The GASB No. 5 information on this page is being shown for transition purposes only, and will not be shown in the future.

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 25 and 27, effective January 1, 1998. The values below are based on the assumptions contained in Exhibit 8.

The Annual Pension Cost disclosed in this exhibit will almost always differ from the actual cash contribution to the fund. We must emphasize that these disclosures are shown in the city's financial statements; Sound actuarial projections should be used to determine the actual cash contribution requirements.

RECONCILIATION OF NET PENSION OBLIGATION (NPO)

		1997	1998
1.	Actuarially Required Contribution	194,517	0
2.	Interest on NPO	(117,305)	(138,229)
3.	Adjustment to (1)	(162,318)	(258,144)
4.	Annual Pension Cost (1)+(2)-(3)	239,530	119,915
5.	Actual Contribution Made	588,261	
6.	Increase in NPO (4)-(5)	(348,731)	
7.	NPO Beginning of Year	(1,955,087)	(2,303,818)
8.	NPO End of Year	(2,303,818)	

REQUIRED SUPPLEMENTARY INFORMATION

(a) Actuarial Valuation Date	(b) Market Value of Plan Assets*	(c) Entry Age Actuarial Accrued Liability	(d) Unfunded Accrued Liability (UAL) (c)-(b)	(e) Funded Ratio (b)/(c)	(f) Annual Covered Payroll	(g) UAL as a % of Covered Payroll (d)/(f)
12/31/93	6,293,999	7,526,922	1,232,923	83.6%	536,070	230.0%
12/31/95	7,187,710	8,177,365	989,655	87.9%	518,643	190.8%
12/31/97	9,970,550	8,870,503	(1,100,047)	112.4%	491,422	-223.8%

* Note: 12/31/93 and 12/31/95 are at amortized cost value.

EXHIBIT 4

COMPARISON WITH PRIOR YEARS

This exhibit compares current valuation results with those of prior years.

		Full Paid Active Members		Actuarial Computed Employer Contribution		Total Plan			
Valuation Date		No.	Annual Payroll	Percent of Pay	Dollar Amount	Assets	Unfunded Actuarial Liability	Normal Cost Percent	Funded Percent
12/31/82	*	48	775,875	30.8%	239,145	1,968,196	1,564,043	23.5%	55.7%
12/31/84		38	691,245	32.9%	227,671	2,637,566	1,685,881	23.7%	61.0%
12/31/86		29	604,566	35.5%	214,342	3,251,235	1,712,937	23.9%	65.5%
12/31/87	*	28	666,941	37.8%	252,114	3,374,250	2,065,775	24.6%	62.0%
12/31/89		25	634,711	38.8%	246,132	4,009,866	2,175,493	27.2%	64.8%
12/31/91		24	675,900	35.9%	242,541	5,144,950	1,632,194	28.2%	75.9%
12/31/93		17	536,070	37.2%	199,314	6,293,999	1,232,923	27.8%	83.6%
12/31/95	*	15	518,643	37.5%	194,517	7,187,710	989,655	27.7%	87.9%
12/31/97		12	491,422	15.1%	74,142	9,126,449	(255,946)	26.9%	102.9%

*Benefits changed

Note: Normal cost prior to 12/31/89 is net of 6% employee contributions.

EXHIBIT 5

SHORT CONDITION TEST

The Arkansas General Assembly has stated that the funding objective for these plans is to pay for benefits with contributions that remain level as a percentage of employee payroll. Thus, the long-term condition test is met when the actual contributions are fairly level and are paid when due.

A short condition test can be used to measure a plan's progress. Under the short condition test, the fund's assets are compared with:

1) Active member contributions;
2) The liabilities for future benefits to the present retirees and inactive members;
3) The liabilities for service already rendered by active members.

If the plan has been following level cost funding, liability (1) and liability (2) above will almost always be fully covered by the rest of the present assets. In addition, liability (3) above will at least partially funded. The larger the funded portion of liability (3), the stronger the condition of the fund. For a closed fund i.e., one like yours, where no new members are admitted), the funded portion of liability (3) should be steadily increasing.

The following table illustrates the history of the short condition test for this plan:

	Computed Actuarial Liabilities				Portion of Liabilities covered by Assets		
Valuation Date	(1) Active Members Contributions	(2) Retirees and Inactives	(3) Actives-Employer Financed	Valuation Assets	(1)	(2)	(3)
12/31/82	141,635	1,538,508	1,852,096	1,968,196	100%	100%	16%
12/31/84	186,492	2,220,660	1,916,295	2,637,566	100%	100%	12%
12/31/86	200,487	2,982,120	1,781,565	3,251,235	100%	100%	4%
12/31/87	229,457	3,095,232	2,115,336	3,374,250	100%	100%	2%
12/31/89	266,726	3,719,388	2,199,245	4,009,866	100%	100%	1%
12/31/91	336,940	3,674,180	2,766,024	5,144,950	100%	100%	41%
12/31/93	299,612	4,834,716	2,392,594	6,293,999	100%	100%	48%
12/31/95	319,728	5,358,162	2,499,475	7,187,710	100%	100%	60%
12/31/97	317,594	5,944,842	2,608,067	9,126,449	100%	100%	110%

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	3	1	0	0	4
	Salary	0	0	0	112,779	28,743	0	0	141,522
40-44	Count	0	0	0	1	1	0	0	2
	Salary	0	0	0	34,840	48,242	0	0	83,082
45-49	Count	0	0	0	3	1	0	0	4
	Salary	0	0	0	107,414	39,656	0	0	147,070
50-54	Count	0	0	0	0	0	1	0	1
	Salary	0	0	0	0	0	56,075	0	56,075
55-59	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	1	1
	Salary	0	0	0	0	0	0	63,673	63,673
65 & Over	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Total	Count	0	0	0	7	3	1	1	12
	Salary	0	0	0	255,033	116,641	56,075	63,673	491,422

Exhibit 6

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

		Years Since Retirement							
Age		0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	Total
Under 40	Count	0	0	0	0	0	0	1	**1**
	Benefit	0	0	0	0	0	0	4,200	**4,200**
40-44	Count	0	1	0	0	1	0	1	**3**
	Benefit	0	17,630	0	0	11,769	0	15,741	**45,140**
45-49	Count	0	0	0	1	0	1	0	**2**
	Benefit	0	0	0	28,146	0	11,869	0	**40,015**
50-54	Count	0	0	1	0	0	3	2	**6**
	Benefit	0	0	18,130	0	0	44,139	15,029	**77,298**
55-59	Count	1	0	0	0	0	4	6	**11**
	Benefit	14,864	0	0	0	0	52,561	53,643	**121,068**
60-64	Count	0	0	0	0	0	1	7	**8**
	Benefit	0	0	0	0	0	18,765	70,888	**89,653**
65-69	Count	0	0	0	0	0	0	5	**5**
	Benefit	0	0	0	0	0	0	36,286	**36,286**
70-74	Count	0	0	0	0	0	0	5	**5**
	Benefit	0	0	0	0	0	0	24,798	**24,798**
75-79	Count	0	0	0	0	0	0	3	**3**
	Benefit	0	0	0	0	0	0	17,855	**17,855**
80-84	Count	0	0	0	0	0	0	1	**1**
	Benefit	0	0	0	0	0	0	4,200	**4,200**
85 & Over	Count	0	0	0	0	0	0	2	**2**
	Benefit	0	0	0	0	0	0	8,984	**8,984**
Unknown Age	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
Total	Count	**1**	**1**	**1**	**1**	**1**	**9**	**33**	**47**
	Benefit	**14,864**	**17,630**	**18,130**	**28,146**	**11,769**	**127,334**	**251,624**	**469,497**

This includes 22 retirees with annual benefit of $246,274 .
This includes 15 disableds with annual benefit of $157,044 .
This includes 10 survivors with annual benefit of $66,179 .

EXHIBIT 7

PRINCIPLE PROVISIONS OF THE PLAN

EMPLOYEE	Member of Police Department
EMPLOYER	Fayetteville Police Department
MEMBERSHIP	Condition of Employment. Police officers hired after 1982 must join the statewide Local Police and Firefighters Retirement System
CREDITABLE SERVICE	Determined on basis of service since employment
CONTRIBUTIONS	
Employee	6.00% of salary. Refundable if member terminates before retirement eligibility.
Employer	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage 4. 10% of all fines & forfeitures collected by the Police Department.
FINAL SALARY	Highest salary for any continuous twelve-month period of time worked prior to retirement.
RETIREMENT BENEFITS	
Eligibility	20 Years of Service regardless of age.
Benefit	50% of Final Salary, but not less than $4,200. If service exceeds 20 years, the annual benefit is increased by $240 for each year over 20, up to $1,200/ year extra. If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.
DEATH BENEFITS	
Eligibility	Death of an active member or member receiving benefits.
Benefit	1. Widow receives same amount as member is receiving or eligible for, excluding the 1.25% additional formula for service over 25 years. 2. Each child under age 18 (23 if still in school) receives $1,500/year. 3. If no widow or children, widowed mother receives $1,500/year.

EXHIBIT 7 (Continued)

DISABILITY BENEFITS

Eligibility	Permanent physical or mental disability. Five year service requirement unless disability is incurred in the line of duty.
Benefit	Non-duty disability Retirement benefit but not less than $4,200/year. Duty related disability Retirement benefit but not less than 65% of Final Salary and not less than $4,200/year.

EXHIBIT 8

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27. The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207 to be the amortized cost method. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1971 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

Age	Mortality rate per 1,000
25	0.619
35	1.122
45	2.922
55	8.519

POST RETIREMENT MORTALITY

The 1971 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

Age	Males	Females
55	22.71	27.99
65	15.11	19.24

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

Age	Termination rate per 1,000
20	50
25	45
30	39
35	23
40	9
45	5
50	5
55	5

EXHIBIT 8 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED INVESTMENT RETURN

6.0%

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

Age	Disability rate per 1,000
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

ASSET VALUATION

Book Value

EXHIBIT 8 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

	ANNUAL SALARY INCREASE		
Age	Base	Merit	Total
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates, effective 12/31/91:

Age	Retirement rate per 1,000
40-44	200
45-50	250
51	250
52-58	250
59	250
60+	1,000

Note: A member was assumed to be eligible for retirement after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire in the first year of eligibility.

PRB ARKANSAS FIRE & POLICE PENSION REVIEW BOARD

P.O. DRAWER 34164
LITTLE ROCK, ARKANSAS 72203
TELEPHONE (501) 682-1745
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TO: The Board of Trustees
Fire Pension and Relief Fund of FAYETTEVILLE

FROM: Arkansas Fire and Police Pension Review Board

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DATE: July 7, 1998

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	YES	NO
1. Is there enough annual income to the pension fund to fully fund it? (See page 4 of the actuary's report.)	✓	
2. Are there enough assets in the pension fund to cover all active member contributions, all payments to current retirants, and at least 75% of future payments earned by active members (See page 11 of the actuary's report), **OR** are current assets sufficient to cover 90% of all accrued actuarial liabilities (See page 10 of the actuary's report).		X
3. Is this pension fund considered actuarially sound under State law?		X

FAYETTEVILLE FIREFIGHTERS PENSION FUND

ACTUARIAL VALUATION

AS OF DECEMBER 31, 1997

Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

One Union National Plaza,Suite 169
124 West Capitol Avenue
Little Rock, Arkansas 72201
(501)376-8043

July 7, 1998

Board of Trustees
Fayetteville Firefighters Pension Fund

Gentlemen:

This report presents the results of our actuarial valuation of the assets and liabilities of the Fayetteville Firefighters Pension Fund as of December 31, 1997.

This valuation is required by Arkansas Code Annotated 24-11-205. The purpose of this report is to (1) evaluate the actuarial status of the Fund, (2) determine the level contribution requirement needed, (3) review the development of the Fund over the past several years, and (4) present certain actuarial items on pages 8 and 9 for disclosure under Governmental Accounting Standards. This report is not intended for any other purpose.

The member and financial information used in this report was supplied by the Arkansas Fire & Police Pension Review Board, whose cooperation is appreciated. We did not audit this information, although we did review it for reasonableness and consistency.

I certify that this report has been prepared in accordance with generally accepted actuarial principles and practices. In my opinion, the actuarial methods used are appropriate and the actuarial assumptions produce results which, in the aggregate, are reasonable.

Sincerely,

Steve Osborn, F.S.A., M.A.A.A.
Actuary

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EXHIBIT 1

CONTRIBUTIONS

The following contribution level reflects the payment of the current year Normal Cost for benefits attributable to said year (see Exhibit 2) plus an amount sufficient to pay off the Unfunded Actuarial Liability over a 10-year period (5-year period for any unfunded retiree liability). These costs DO NOT include the contributions due to the Local Police and Firefighters Retirement System ("LOFFI") for persons hired after 1982.

1998 Necessary Annual Contribution to pay:	Full Paid	Volunteer or Part-Paid	Total
1 Normal Cost, plus	$ 231,299	$ 0	$ 231,299
2 Pay off the Unfunded Actuarial Accrued Liability	145,191	0	145,191
3 Total necessary	$ 376,490	$ 0	$ 376,490
Less			
4 Expected Employee Contribution (6.00% of salary. $12 per active volunteer)	- 36,516	- 0	- 36,516
Necessary Employer Contribution (This is the amount needed in addition to investment income)	$ 339,974	$ 0	$ 339,974
Covered Payroll	$ 608,602	N/A	$ 608,602
Necessary Employer Rate	55.86%	$ 0	55.86%

These contributions assume that the dollar contribution grows at a rate of 4% per year. The contributions are assumed to be made continuously throughout the year.

The actual 1997 contribution was $481,137 from the employer.

EXHIBIT 2

COSTS AND LIABILITIES

		December 31, 1997 Dollar Amount	Percent of pay
A	Normal Cost (Cost to fund current active members)		
	1 Regular Retirement Benefits	$ 216,601	35.59%
	2 Voluntary Termination Benefits	3,099	0.51%
	3 Survivors' Benefits	5,560	0.91%
	4 Disability Benefits	6,039	0.99%
	TOTAL	$ 231,299	38.00%
B	Actuarial Accrued Liability		
	1 Active Lives		
	Regular Retirement Benefits	$ 4,770,150	
	Voluntary Termination Benefits	0	
	Survivors' Benefits	2,893	
	Disability Benefits	4,702	
	TOTAL ACTIVE LIVES	$ 4,777,745	
	2 Deferred Retirement Option		
	DROP Accounts	$ 135,845	
	Future DROP Payments & Pensions	1,345,538	
	TOTAL DROP	$ 1,481,383	
	3 Inactive Lives		
	Retirees	$ 4,739,155	
	Disability Retirees	794,740	
	Widows & Children	300,427	
	TOTAL INACTIVE LIVES	$ 5,834,322	
	4 Total Liability	$ 12,093,450	
C	Assets	$ 10,797,686	
D	Unfunded Actuarial Accrued Liability	$ 1,295,764	

EXHIBIT 3

SUMMARY OF FINANCIAL INFORMATION

(Items D-E determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/95	Year Ended 12/31/96	Year Ended 12/31/97
A. INCOME			
1 Contributions			
Employee	$ 41,187	$ 44,248	$ 44,797
Donations	50	300	0
Employer/Court Fines/Other	83,087	88,521	89,593
Insurance Tax	137,227	146,423	154,075
Local Millage	166,068	215,222	237,469
Adjustment to prior year asset value	0	0	0
2 Net Investment Income	1,047,672	844,248	877,202
TOTAL INCOME	$ 1,475,291	$ 1,338,962	$ 1,403,136
B. EXPENSES			
1 Administrative	$ 5,426	$ 4,775	$ 3,000
2 Benefits	379,530	381,670	452,558
3 Refunds	0	0	0
TOTAL EXPENSES	$ 384,956	$ 386,445	$ 455,558

EXHIBIT 3 (Continued)

C	ASSETS (at book value)	12/31/95	12/31/96	12/31/97
	1 Cash & Checking Accounts	$ 0	$ 0	$ 0
	2 Bank Deposits	32,125	59,911	66,202
	3 Savings and Loan Deposits	0	0	0
	4 Other Cash Equivalents	647,238	371,374	650,784
	5 US Govt. Securities	1,640,239	1,763,736	2,184,012
	6 Non-US Govt Securities	0	0	0
	7 Mortgages	0	0	0
	8 Corporate Bonds	2,152,304	2,305,155	2,377,472
	9 Common Stocks	4,357,651	5,252,056	5,401,209
	10 Other	68,616	97,876	118,007
	11 Payables	(582)	0	0
	TOTAL ASSETS	$ 8,897,591	$ 9,850,108	$ 10,797,686
D.	RATIO OF ASSETS TO ANNUAL EXPENSES:	23.1	25.5	23.7
E.	NET INVESTMENT RETURN:	13.4%	9.4%	8.9%
F.	TOTAL MARKET VALUE (Used only for GASB calculations)		9,826,212	11,225,602

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 5. The values below are based on the assumptions contained in Exhibit 8.

STATEMENT OF CREDITED PROJECTED BENEFITS

Actuarial present value of credited projected plan benefits	December 31, 1997
Participants currently receiving benefits	$ 5,834,322
Terminated employees not yet receiving benefits	0
DROP Balances	135,845
Future DROP Payments & Pensions	1,345,538
Active employees	
Accumulated employee contributions	401,937
Employer Financed	
Vested	2,025,857
Nonvested	2,375,693
Total actuarial present value of credited projected benefits	$ 12,119,192

The actuarial present value of credited projected benefits is used in the financial statements of the plan and the Employer. These numbers are used for disclosure purposes only, and are not used in determining the actuarial contribution requirements.

Note: GASB No. 27 is effective January 1, 1998. The GASB No. 5 information on this page is being shown for transition purposes only, and will not be shown in the future.

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 25 and 27, effective January 1, 1998. The values below are based on the assumptions contained in Exhibit 8.

The Annual Pension Cost disclosed in this exhibit will almost always differ from the actual cash contribution to the fund. We must emphasize that these disclosures are shown in the city's financial statements; Sound actuarial projections should be used to determine the actual cash contribution requirements.

RECONCILIATION OF NET PENSION OBLIGATION (NPO)

		1997	1998
1.	Actuarially Required Contribution	173,401	292,026
2.	Interest on NPO	(77,367)	(94,050)
3.	Adjustment to (1)	(107,055)	(175,639)
4.	Annual Pension Cost (1)+(2)-(3)	203,089	373,615
5.	Actual Contribution Made	481,137	
6.	Increase in NPO (4)-(5)	(278,048)	
7.	NPO Beginning of Year	(1,289,450)	(1,567,498)
8.	NPO End of Year	(1,567,498)	

REQUIRED SUPPLEMENTARY INFORMATION

(a) Actuarial Valuation Date	(b) Market Value of Plan Assets*	(c) Entry Age Actuarial Accrued Liability	(d) Unfunded Accrued Liability (UAL) (c)-(b)	(e) Funded Ratio (b)/(c)	(f) Annual Covered Payroll	(g) UAL as a % of Covered Payroll (d)/(f)
12/31/93	7,271,255	7,816,034	544,779	93.0%	620,116	87.9%
12/31/95	8,897,591	9,045,983	148,392	98.4%	676,847	21.9%
12/31/97	11,225,602	12,093,450	867,848	92.8%	608,602	142.6%

* Note: 12/31/93 and 12/31/95 are at amortized cost value.

EXHIBIT 4

COMPARISON WITH PRIOR YEARS

This exhibit compares current valuation results with those of prior years.

Valuation Date		Full Paid Active Members No.	Annual Payroll	Actuarial Computed Employer Contribution Percent of Pay	Dollar Amount	Total Plan Assets	Unfunded Actuarial Liability	Normal Cost Percent	Funded Percent
12/31/82		50	810,926	22.1%	179,271	2,202,969	811,186	18.5%	73.1%
12/31/84		45	807,438	27.7%	223,455	3,078,619	1,193,660	22.1%	72.1%
12/31/86		37	723,894	29.6%	213,935	4,006,484	1,379,340	21.8%	74.4%
12/31/87	*	38	788,348	31.3%	246,479	4,460,948	1,455,161	23.4%	75.4%
12/31/89		27	639,962	36.0%	230,328	5,189,846	1,976,463	26.6%	72.4%
12/31/91		23	585,898	33.3%	195,273	5,999,964	1,427,422	25.5%	80.8%
12/31/93		22	620,116	25.2%	156,484	7,271,255	544,779	25.4%	93.0%
12/31/95	*	21	676,847	25.6%	173,401	8,897,591	148,392	29.8%	98.4%
12/31/97	*	17	608,602	55.9%	339,974	10,797,686	1,295,764	38.0%	89.3%

*Benefits changed

Note: Normal cost prior to 12/31/89 is net of 6% employee contributions.

Valuation Date		Part-Paid/ Volunteer Active Members	Actuarial Computed Employer Contribution
12/31/82		1	227
12/31/84		1	274
12/31/86		0	0
12/31/87	*	0	0
12/31/89		0	0
12/31/91		0	0
12/31/93		0	0
12/31/95	*	0	0
12/31/97	*	0	0

EXHIBIT 5

SHORT CONDITION TEST

The Arkansas General Assembly has stated that the funding objective for these plans is to pay for benefits with contributions that remain level as a percentage of employee payroll. Thus, the long-term condition test is met when the actual contributions are fairly level and are paid when due.

A short condition test can be used to measure a plan's progress. Under the short condition test, the fund's assets are compared with:

1) Active member contributions;
2) The liabilities for future benefits to the present retirees and inactive members;
3) The liabilities for service already rendered by active members.

If the plan has been following level cost funding, liability (1) and liability (2) above will almost always be fully covered by the rest of the present assets. In addition, liability (3) above will at least partially funded. The larger the funded portion of liability (3), the stronger the condition of the fund.For a closed fund i.e., one like yours, where no new members are admitted), the funded portion of liability (3) should be steadily increasing.

The following table illustrates the history of the short condition test for this plan

	Computed Actuarial Liabilities				Portion of Liabilities covered by Assets		
Valuation Date	(1) Active Members Contributions	(2) Retirees, Inactives, and DROPS	(3) Actives-Employer Financed	Valuation Assets	(1)	(2)	(3)
12/31/82	160,669	898,272	1,955,214	2,202,969	100%	100%	59%
12/31/84	236,541	1,464,696	2,571,042	3,078,619	100%	100%	54%
12/31/86	263,129	2,753,772	2,368,923	4,006,484	100%	100%	42%
12/31/87	308,829	2,754,276	2,853,004	4,460,948	100%	100%	49%
12/31/89	274,405	4,560,672	2,331,232	5,189,846	100%	100%	15%
12/31/91	292,477	5,072,169	2,062,740	5,999,964	100%	100%	31%
12/31/93	353,891	5,005,131	2,457,012	7,271,255	100%	100%	78%
12/31/95	418,412	5,101,995	3,525,576	8,897,591	100%	100%	96%
12/31/97	401,937	7,315,705	4,375,808	10,797,686	100%	100%	70%

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
25-29	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
30-34	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
35-39	Count	0	0	0	5	0	0	0	**5**
	Salary	0	0	0	151,706	0	0	0	**151,706**
40-44	Count	0	0	1	1	2	0	0	**4**
	Salary	0	0	35,068	35,626	61,365	0	0	**132,059**
45-49	Count	0	0	0	3	3	0	0	**6**
	Salary	0	0	0	111,934	113,911	0	0	**225,845**
50-54	Count	0	0	0	0	0	1	0	**1**
	Salary	0	0	0	0	0	42,438	0	**42,438**
55-59	Count	0	0	0	0	0	0	1	**1**
	Salary	0	0	0	0	0	0	56,555	**56,555**
60-64	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
65 & Over	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
Unknown Age	Count	0	0	0	0	0	0	0	**0**
	Salary	0	0	0	0	0	0	0	**0**
Total	Count	**0**	**0**	**1**	**9**	**5**	**1**	**1**	**17**
	Salary	**0**	**0**	**35,068**	**299,266**	**175,276**	**42,438**	**56,555**	**608,603**

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants.

Volunteers/Part-Paid Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	**0**
25-29	Count	0	0	0	0	0	0	0	**0**
30-34	Count	0	0	0	0	0	0	0	**0**
35-39	Count	0	0	0	0	0	0	0	**0**
40-44	Count	0	0	0	0	0	0	0	**0**
45-49	Count	0	0	0	0	0	0	0	**0**
50-54	Count	0	0	0	0	0	0	0	**0**
55-59	Count	0	0	0	0	0	0	0	**0**
60-64	Count	0	0	0	0	0	0	0	**0**
65 & Over	Count	0	0	0	0	0	0	0	**0**
Unknown Age	Count	0	0	0	0	0	0	0	**0**
Total	Count	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Exhibit 6

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

Age		*Years Since Retirement* 0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	Total
Under 40	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
40-44	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
45-49	Count	0	0	0	0	0	2	0	**2**
	Benefit	0	0	0	0	0	28,486	0	**28,486**
50-54	Count	0	0	0	1	0	8	0	**9**
	Benefit	0	0	0	18,310	0	121,820	0	**140,130**
55-59	Count	0	0	0	0	0	5	7	**12**
	Benefit	0	0	0	0	0	60,574	89,368	**149,942**
60-64	Count	0	0	0	0	0	0	3	**3**
	Benefit	0	0	0	0	0	0	30,811	**30,811**
65-69	Count	0	0	0	0	0	0	6	**6**
	Benefit	0	0	0	0	0	0	45,303	**45,303**
70-74	Count	0	0	0	0	0	0	6	**6**
	Benefit	0	0	0	0	0	0	20,358	**20,358**
75-79	Count	0	0	0	0	0	0	7	**7**
	Benefit	0	0	0	0	0	0	13,110	**13,110**
80-84	Count	0	0	0	0	0	0	6	**6**
	Benefit	0	0	0	0	0	0	16,650	**16,650**
85 & Over	Count	0	0	0	0	0	0	4	**4**
	Benefit	0	0	0	0	0	0	6,810	**6,810**
Unknown Age	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
Total	Count	**0**	**0**	**0**	**1**	**0**	**15**	**39**	**55**
	Benefit	**0**	**0**	**0**	**18,310**	**0**	**210,880**	**222,410**	**451,600**

This includes 42 retirees with annual benefit of $361,395 .
This includes 5 disableds with annual benefit of $61,416 .
This includes 8 survivors with annual benefit of $28,789 .

Exhibit 6

Deferred Retirement Option Plan Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the current participants on DROP by the number of participants and total annual DROP benefit.

DROP Participants

Age		*Years Since Electing DROP* 0-1	1-2	2-3	3-4	4-5	5-10	Total
Under 40	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
40-44	Count	1	1	0	0	0	0	**2**
	Benefit	23,705	25,555	0	0	0	0	**49,260**
45-49	Count	0	2	0	0	0	0	**2**
	Benefit	0	44,426	0	0	0	0	**44,426**
50-54	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
55-59	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
60-64	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
65-69	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
70-74	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
75 & Over	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
Unknown Age	Count	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	**0**
Total	Count	**1**	**3**	**0**	**0**	**0**	**0**	**4**
	Benefit	**23,705**	**69,981**	**0**	**0**	**0**	**0**	**93,686**

EXHIBIT 7

PRINCIPLE PROVISIONS OF THE PLAN

EMPLOYEE	Member of Fire Department
EMPLOYER	Fayetteville Fire Department
MEMBERSHIP	Condition of Employment. Firefighters hired after 1982 must join the statewide Local Police and Firefighters Retirement System
CREDITABLE SERVICE	Determined on basis of service since employment
CONTRIBUTIONS	
Employee	6.00% of salary (Volunteers contribute $12/year). Refundable if member terminates before retirement eligibility.
Employer	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage
FINAL SALARY	Salary attached to the rank of the member at time of retirement, based on regularly scheduled work-week.
DEFERRED RETIREMENT OPTION PLAN	This plan has elected to participate in the Deferred Retirement Option Plan effective January 1, 1996. Members who elect to participate have a DROP account that is increased by the monthly amount of their retirement as if they had retired as of the date DROP was elected.
RETIREMENT BENEFITS	
Eligibility	20 Years of Service regardless of age.
Benefit	65% of Final Salary, but not less than $4,200. ($660/year for volunteer/part-paid). If service exceeds 20 years, the annual benefit is increased by $240 for each year over 20, up to $1,200/year extra. ($120 for each year over 20 up to $600/year for volunteer/part-paid). If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.

EXHIBIT 7 (Continued)

DEATH BENEFITS

Eligibility

Death before 20 Years of Service not occurring while performing work in gainful employment outside the fire department, or death after 20 years.

Benefit

1. Widow receives same amount as member is receiving or eligible for.
2. Each child under age 19 receives $1,500/year. ($300/year for volunteer/part-paid).

DISABILITY BENEFITS

Eligibility

Permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.

Benefit

Full Paid Non-duty disability

Retirement benefit but not less than $4,200/year.

Full Paid Duty related disability

Retirement benefit but not less than 65% of Final Salary and not less than $4,200/year.

Volunteer/Part-Paid:

Computed as voluntary retirement benefit

EXHIBIT 8

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27. The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207 to be the amortized cost method. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1971 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

Age	Mortality rate per 1,000
25	0.619
35	1.122
45	2.922
55	8.519

POST RETIREMENT MORTALITY

The 1971 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

Age	Males	Females
55	22.71	27.99
65	15.11	19.24

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

Age	Termination rate per 1,000
20	40
25	35
30	29
35	15
40	6
45	5
50	5
55	5

EXHIBIT 8 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED INVESTMENT RETURN — 6.0%

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

Age	Disability rate per 1,000
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

ASSET VALUATION — Book Value

EXHIBIT 8 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

	ANNUAL SALARY INCREASE		
Age	Base	Merit	Total
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT AND DROP PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates, effective 12/31/93:

	Retirement rate per 1,000	
Age	Retirement	DROP
40-59	100	200
60+	1,000	0

Note: A member was assumed to be eligible for retirement or DROP after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire or elect DROP in the first year of eligibility.

Note: Voluntcer/Part Paid members were assumed to all retire by the time they had 25 years of service.

EXHIBIT 8 (continued)

RETIREMENT PATTERN AFTER ELECTION OF DROP

Once a person is on DROP (Deferred Retirement Option Program), they were assumed to retiree from the department as follows:

Years on DROP	Retirement rate per 1,000
1	100
2	200
3	200
4	300
5	1,000

L E A S E

This Agreement, made and entered into this ____ day of _____, 1998, by and between the City of Fayetteville, whose address is 113 West Mountain, hereinafter called Lessor, and Hog City Diner Company, whose address is One Center Square, Fayetteville, Arkansas 72701, hereinafter called Lessee,

WITNESSETH:

1. **LEASED PREMISES**. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property containing approximately 1,676.16 square feet more or less, situated in Washington County, Arkansas:

See Exhibit A attached hereto and made a part hereof.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **TERM**. This lease shall commence on the date of this agreement and shall extend for a term of twenty-five (25) years.

3. **OPTION TO EXTEND**. If the Lessee shall have fully performed every agreement and covenant on Lessee's part to have been kept and performed under the term of this lease at the time of exercise and at the time of renewal, the Lessee is hereby granted the right and option to extend this lease, upon the same terms, for an additional period of twenty-five (25) years, with such option to be exercised in writing by the Lessee not later than one hundred eighty (180) days prior to the expiration of the basic or original term of this lease.

4. **RENT**. Lessee agrees to pay to Lessor as rental for the full term of this lease the annual rental rate of One Thousand Six Hundred Seventy-seven Dollars ($1,677.00), payable in monthly installments of $139.75 each, to be paid in advance on the first day of August, 1998, and on the first day of each every month thereafter during the term of this lease.

5. **ADDITIONAL CONSIDERATION.** As additional consideration for the leased premises Lessee agrees to construct a new potting shed for use in maintaining the town square gardens at the location indicated on Exhibit "A", attached hereto at a cost not to exceed $3,000 and in a design mutually agreed upon by the parties hereto.

6. **USE**. Lessee agrees to use the lease premises for the purpose of operating an outdoor dining area and for no other purpose or purposes without the written consent of Lessor having been obtained in advance.

7. **CONSTRUCTION OF IMPROVEMENTS.** All improvements constructed by the Lessor on the leased premises shall be accomplished within the boundaries of the leased premises and Lessor shall make every effort to conduct such construction so as to have a minimal impact on the town square gardens. Construction shall proceed in substantially the same stages and manner as set forth in Section 01100 of the Project Manual attached hereto as Exhibit B.

8. **NON-SUCCESSION**. This lease agreement shall insure only to the benefit of and be binding upon the parties hereto and not to their respective heirs, successors and assigns.

9. **TAXES**. Lessee shall pay any and all ad valorem taxes special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

10. **COMPLIANCE WITH LAWS**. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

11. **INSURANCE OF LESSEE'S PROPERTY**. Lessee shall be solely responsible for maintaining insurance on his property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

12. **RIGHT OF INSPECTION**. The Lessor shall have the right, in person or through Lessor's duly authorized representative, at all reasonable times to inspect the leased premises.

13. **ALTERATIONS**. Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the leased premises; however, no alterations shall be made without the prior written consent of Lessor.

14. **FIXTURES**. All trade fixtures installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall restore the leased premises and repair any damage thereto caused by such removal.

15. **ACCEPTANCE OF PREMISES**. It is expressly understood and agreed by the Lessee that it is leasing the demised premises in its current condition and that if the plumbing or electrical wiring proves to be inadequate for its purposes that it may, at its own expense, have such required additional plumbing and electrical wiring installed.

16. **MAINTENANCE OF LEASED PREMISES**. The Lessee shall be liable for all license fees, occupation taxes and the like in connection with the operation of any business on the leased premises, and shall pay all charges incurred by Lessee in connection with utility services of whatever kind or nature including any sewer charges and pickup of Lessee's trash and garbage.

The Lessee shall be responsible for maintaining the improvements upon the leased premises in a satisfactory condition and the premises shall, at all times, be maintained in a neat and orderly condition. Lessee's business operations will be carried on in accordance with the highest standards for such businesses, particularly in the areas of cleanliness and service.

17. **INDEMNIFICATION OF LESSOR.** The Lessee shall defend, indemnify and hold the Lessor harmless against any expense, claim, loss or liability as the result of any breach by the Lessee, Lessee's agents, servant, employees, customers, visitors or licensees, of any covenant or condition of this lease, or as a result of the Lessee's use or occupancy of the demised premises, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors or licensees. To facilitate the provisions hereof, the Lessee shall keep and maintain at all times during the term of this lease, or any extension thereof, in full force and effect with a company or companies acceptable to Lessor insurance against third party liability by reason of the Lessee's occupancy of the demised premises with limits of liability thereunder of not less than $100,000 per person and $500,000 per accident with $500,000 coverage for property damage.

18. **RETURN OF LEASED PROPERTY.** At the end of the term of this lease, or upon any other earlier termination, the Lessee agrees promptly and peaceably to restore possession of the leased premises to the Lessor in as good condition as they were when delivered to Lessee, ordinary wear and tear excepted. To accommodate this covenant, the Lessee hereby waives any and all notice to which Lessee may be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the property.

19. **NOTICES.** Any notice called for or permitted under the terms hereof shall be given in writing and sent by certified mail to the Lessee at One Center Square, Fayetteville, Arkansas 72701, and to the Lessor at 113 West Mountain, Fayetteville, Arkansas 72701.

20. **WASTE.** Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

21. **RIGHT TO CURE.** If the Lessee shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by the Lessee, the Lessor shall give notice of such default in writing to the Lessee and the Lessee shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured within the aforementioned thirty (30) days, the Lessee shall not be considered in default or in breach of this lease.

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

23. **INTERPRETATION**. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

24. **ENTIRE AGREEMENT**. This lease agreement contains the entire agreement of both parties hereto, and not other oral or written agreement shall be binding on the parties hereto.

25. **NON-WAIVER PROVISION**. The failure of the Lessor or Lessee to insist upon the strict and literal performance of any agreement or condition herein or to exercise any option retained or granted by reason of a default by the lessee shall not constitute a waive of the Lessor's right thereafter to insist upon and enforce full performance of such conditions and agreements.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized so to act, on this _____ day of _____, 1998.

LESSEE:

_____
Name & Title

ATTEST:

By:_____
Name & Title

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation.

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER MAINTENANCE DIVISION

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Kevin Crosson, Public Works Director

From: David Jurgens, Water/Sewer

Date: June 25, 1998

Re: Agenda Request- July 7 City Council Meeting, Emergency Sewer Repair, Gregg and Patricia, Change Order for T. G. Excavating

NOTE: The attached item is an addition to the Agenda packet for the July 7 City Council Meeting. Due to the emergency nature of the problem, it was not included in the tentative agenda.

\REHAB-SW\MS15-505.WPD

STAFF REVIEW FORM

XXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: July 7, 1998.

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached change order for emergency sewer pipe bursting with T. G. Excavating, pipe bursting in the amount of $37,373, and approve maintaining the contingency for the existing contract at $18,654.

COST TO CITY:

$ 37,373.00	$4,083,402	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name

4470-9470-5815.00	$2,928,889	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8320	$1,154,513	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX 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 _____ Internal Auditor _____ Date _____

Purchasing Officer _____ Date _____

STAFF RECOMMENDATION: Award change order and approve contingency as stated above.

Division Head _____ Date JUN 25 98

Department Director _____ Date _____

Administrative Services Director _____ Date _____

Mayor _____ Date _____

Cross Reference:

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

Previous Ord/Res #: 73-98

Orig Contract Date: June 2, 1998

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
WATER AND SEWER MAINTENANCE DIVISION

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Kevin Crosson, Public Works Director

From: David Jurgens, Water/Sewer

Date: June 25, 1998

Re: Agenda Request- July 7 City Council Meeting, Emergency Sewer Repair, Gregg and Patricia, Change Order for T. G. Excavating

1. Description of Emergency Problem. The sanitary sewer line which services the block between Patricia and Holly, east of Gregg, has a significant blockage, including a sewer rodding bit, stuck in the pipe. At the point of blockage, the pipe is roughly 8' deep and less than 18" laterally away from a house. There is no way we can dig to make a repair without significantly risking undercutting the house foundation. Additionally, several of the houses served by this line are lower than the ground where the line lays- if the pipe is stopped up, the sewage will most likely surface in a house and not outside. The building beside which the blockage lies is a day care; both parents work at the next most likely home for a backup to surface. Thus, we run the risk of an 8 hour overflow before we are aware of it, as it would never surface outside the home.

2. Timing. This blockage first occurred roughly a month ago. We have been checking it every day, seven days a week, since that time. Due to the contract status on the pipe bursting job, the need for proper bonds and insurance, and the complexity of this job, we were unable to get a change order price quote until this week. This was after the contractors, engineers and I all looked at a variety of alternatives.

3. Response to Backup. Should the line become completely blocked before we are able to execute the repair, we will have to dig two pits- one above and one below the blockage. We would then have to pump the sewage from one pit to the other, bypassing the blockage. The upstream pit would have to be in the day care's back yard where the children normally play. The downstream pit would also be in their yard but not in the play area. We cannot use conventional cleaning equipment from downstream because the bit would be in the way of getting to the blockage. We cannot use conventional cleaning equipment from upstream because that would put more water into the pipe- thus increasing the amount of flow in the backup. We cannot televise with our mini-camera because it is inoperative and at the manufacturer for maintenance.

4. Solution. After having had numerous experts examine the problem, we believe that pipe bursting is the best available alternative. As we have just awarded a contract to T. G. Excavating for pipe

bursting job, we have worked out a change order to address this problem. The majority of the change order prices are based on the competitively bid unit prices; one item, for the special obstruction removal, is a not-to-exceed time and materials cost.

5. Engineer's Recommendation. The RJN Group, Inc., the Engineers, recommending the change order as the best available solution to the problem. They have been very involved since the problem occurred.

6. Budgeting. This change order cost of $37,373.00 exceeds the contingency of $18,654, and is an addition to the scope of work, thus, I request that this change order be approved independent of the original contract and contingency approval. This would leave the contingency in place at $18,654. This repair will most likely not use all of the funds approved by this change order, but due to the uncertainties of the repair, this amount of work must be allowed for.

7. Staff Recommendation. The Staff recommends that the City Council approve the attached change order with T. G. Excavating for emergency pipe bursting, in the amount of $37,373.00, and leave the contingency for the existing base contract at $18,654.

Enclosures:
Agenda Review Request
Proposed Change Order
T. G. Letter Defining Rates
Original Resolution for Base Contract
Photographs of Area (in City Clerk's Office)
Map of Area

CHANGE ORDER

OWNER: City of Fayetteville, AR — Sheet 1 of 3
PROJECT NAME: SANITARY SEWER MAIN REHABILITATION; WHITE RIVER WATERSHED AND ILLINOIS RIVER WATERSHED; CONTRACT II, UNIT 2; MINISYSTEMS 13B, 15, & 18B/C BASINS 10, 12, 20, & 21 — Change Order 1

LOCATION: Fayetteville, Arkansas — Project NO. 18-1355-0
CONTRACTOR: T-G Excavating, Inc. — Date: June 24, 1998

I. DESCRIPTION OF CHANGES INVOLVED:

The following changes are hereby made to the Contract Documents:

A) Add the following:

2C1	1 ea.	48" Diameter Standard Sanitary Manhole 0'-6' Deep per Section D2-5 at $2,300.00 Each.	Plus $2,300.00
2A1	315 LF	Pipe Bursting 6"- 8" per Section D2-12 at $47.00 per Lineal Foot.	Plus $14,805.00
2F1	9	4" Service Connections, External to pipe bursting per Section D2-12 ($900.00 ea.)	Plus $8,100.00
2P1	348 LF	Cleaning and Pre-TV Inspection per Section D2-17 ($2.50 LF)	Plus $870.00
2P2	348 LF	Post Construction TV Inspection per Section D2-17 ($1.00 per LF)	Plus $348.00
2V1	3 Days	Special Obstruction Removal ($3,316.97/day)	

Time and Material Work as Directed by Engineer to remove obstruction located under or immediately adjacent to house located at 440 Patricia Lane pursuant to Contractor's letters dated June 19, 1998 and June 23,

Change order 1

1998 to be done in accordance with applicable portions of the contract. Daily rate for contractor's forces and equipment not to exceed $3,316.97 per day for a maximum of three days less such savings as may be determined in the event contractor is able to use labor or equipment listed in contractor's June 19, 1998 letter on work not involved in this obstruction removal. Miscellaneous Materials involved in this work not to exceed $1,000.00.

Plus $10,950.00

ADJUSTED CONTRACT PRICE - PLUS $37,373.00

It is necessary to remove, on an emergency basis, an obstruction from the main line adjacent to 440 Patricia Lane, Fayetteville, due to the concern that this obstruction may soon cause total blockage of a line serving several houses thereby causing overflows of sanitary sewage. Due to the condition of the line, it is necessary to replace the line, add a manhole and connect the adjacent services which can be done at unit prices set forth in the contract and in this change order.

II CHANGE ORDER CONDITIONS:

1. Any additional work to be performed under this Change Order shall be carried out in compliance with the Specifications included in the preceding Description of Changes involved, with the Supplemental Contract Drawings designated as _____ and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications, General Specificathion, and Project Specifications for the same type of work.

2. This Change Order unless otherwise provided herein does not relieve the Contractor form strict complaince with the guarantee provisions of the Original Contract, particularly with those pertaining to performance and operation of equipment.

3. Contractor agrees that there will be no additional extensions of contract time and no additional increase in Contract Price granted for this Change Order or any previous Change orders.

4. This Contractor expressly agrees that he will place under coverage of his Performance, Labor and Material, and Maintenance Bonds, and Contractor's Insurance all Work covered by this Change Order. The Contractor will furnish to the Owner evidence of increased coverage of his Performance, Labor and Material, and

Maintenance Bonds for the accrued value of all Change Orders which exceeds the Original Contract Price by 20%.

III ADJUSTMENTS IN CONTRACT TIME

1. There is no adjustment to the contract time.

IV ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of Original Contract	$186,543.00
2. Net (Addition) Reduction due to all previous Change Orders Nos. ___ to ___ (N/A)	$ -0-
3. Amount of Contract Not including this Change Order	$186,543.00
4. (Addition) ~~(Reduction)~~ to Contract due to this Change Order	$ 37,373.00
5. Amount of Contract including this Change Order	$223,916.00

RECOMMENDED FOR ACCEPTANCE: _____ _____
(For RJN Group, Inc.) Date

ACCEPTED: CONTRACTOR: T-G Excavating, Inc.

By _____ _____
Signature of Authorized Representative Date

OWNER: City of Fayetteville, Arkansas

By _____ _____
Signature of Authorized Representative Date

T-G EXCAVATING, INC.
28018 E. ADMIRAL PL.
CATOOSA, OKLAHOMA 74015
918-266-4738
FAX 918-266-4724

UTILITIES
HEAVY
INDUSTRIAL

June 19, 1998

RJN Group, Inc.
5401 S. Sheridan Road
Suite 302
Tulsa, OK 74146

RE: "Sanitary Sewer Main Rehabilitation White River Watershed Contact II Unit 2, Emergency Pipe Bursting - 440 Patricia"

Dear Ken:

T-G Excavating, Inc. would like to offer the following cost breakdown on daily rates to the City of Fayetteville for the removal of a cutter stuck in the line. Our initial solution of boring the cutter out has proven to be over $20,000.00. We would rather attempt to dislodge the cutter by forcing a 5" diameter galvanized pipe up the line. Our Supervisor, Don Webb, feels very confident he could remove the cutter in one to two days. If for some reason it is not extracted by the third day, worst case scenario we will brace the structure underneath and excavate down to the cutter and remove it.

Our daily rate for removing the cutter is $3,136.97. Our breakdown is as follows:

Labor:
1. 1 - Supervisor, $16.00 an hr x 10 hrs = $160/day + $75.00 per/diam
2. 2 - Operators, $13.00 an hr x 10 hrs = $260/day + $100.00 per/diam
3. 4 - Laborers, $10.00 an hr x 10 hrs = $400/day + $200.00 per/diam

Equipment:

1. Rubber tire backhoe	=	$40.00 an hour x 10 hours = $ 400.00
2. Complete bursting unit	=	$70.00 an hour x 10 hours = $ 700.00
3. Utility Truck	=	$25.00 an hour x 10 hours = $ 250.00

Total Costs Combined:

1. Labor	= $ 820.00
2. Payroll Additives @ 41.38%	= $ 339.32
2. Per/Diam	= $ 375.00
3. Equipment	= $1,350.00
4. Profit and Overhead @ 15%	= $ 432.65
Total Daily Rate	= $3,316.97

All materials purchased for removal of the cutter will be submitted for payment with all invoice backup and no profit or overhead mark-up. We will be able to mobilize next week to make this repair. If you have any questions please call, Thank You.

Sincerely,

Jim Merrill
(Project Manager/Estimator)
JM/af

DAVID
W/S

RESOLUTION NO. 73-98

A RESOLUTION ACCEPTING THE RECOMMENDATION OF RJN GROUP, INC. AND AWARDING BID NO. 98-34, UNIT 2, PIPE BURSTING, CONTRACT ENGINEERING DESIGN IN THE AMOUNT OF $186,543, PLUS A CONTINGENCY AMOUNT OF $18,654, TO T.G. EXCAVATING, FOR PIPE BURSTING FOR THE WHITE RIVER MINISYSTEM 15 SEWER REHABILITATION.

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

Section 1. That the City Council hereby accepts the recommendation of RJN Group, Inc. and awards Bid No. 98-34, Unit 2, pipe bursting, contract engineering design in the amount of $186,543, plus a contingency amount of $18,654, to T.G. Excavating, for pipe bursting for the White River Minisystem 15 sewer rehabilitation; and authorizes the Mayor and City Clerk to execute a construction agreement for said amount. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

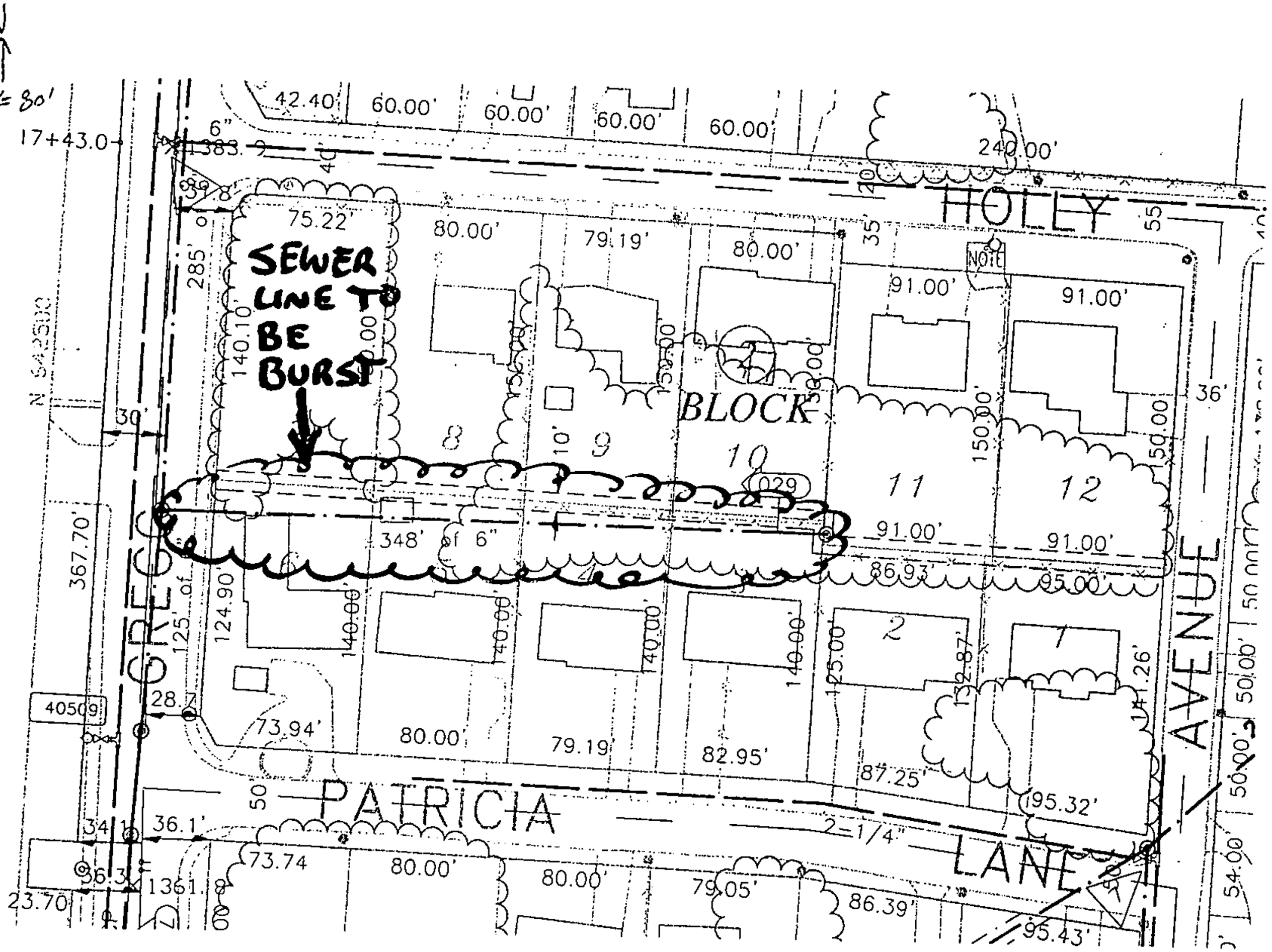
PASSED AND APPROVED this 2nd day of June, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



SEWER LINE BUILT 1948-1949

EASEMENT LOCATION UNKNOWN, BUT ONE EXISTS

PATRICIA

35

35

SPEED
LIMIT
35
521-6256

6 24 98

ORDINANCE NO._____

AN ORDINANCE AMENDING §31.16 OF THE CODE OF FAYETTEVILLE BY INCREASING COMPENSATION FOR ALDERMEN FROM $350 PER MONTH TO $700 PER MONTH.

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

Section 1. That §31.16 of the Code of Fayetteville is hereby repealed effective January 1, 1999, in its entirety and replaced with the following:

§31.16 Aldermen, compensation.

A. Compensation for each alderman shall be in the amount of $700 per month without regular city benefits.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna

THRU: Kevin Crosson, Public Works Director for

FROM: Nancy Dugwyler, Asst. Parks and Recreation Supt.

DATE: February 23, 1998

SUBJECT: Use of Square Gardens Park Land for Outside Dining

On February 11, 1998 the City of Fayetteville Parks and Recreation Advisory Board voted to endorse a conceptual plan for outdoor dining on park property located within the Square Gardens.

Please note in the Board minutes that there were requests for

-opportunities for the public to express their opinions
-details for the outside dining to be worked out with parks staff, Susan Ferrall, and the City Council
-property to be leased for fair market value

The Parks and Recreation Advisory Board endorses only the concept for this plan.

If you need further information, please contact me at 472.

PRAB
SPECIAL MEETING
FEBRUARY 11, 1998

Parks and Recreation Advisory Board members met at the Parks & Recreation office located at 1455 Happy Hollow Road at 5:00 p.m. for a special meeting. Members went to tour the site of the proposed Easton Village subdivision located north of Highway 45, east of Crossover park land and Vandergriff School. After surveying the site, members went to the downtown square to tour the square gardens. Discussion followed at the Parks Office.

Members Present: Ackerman, Bleidt, Charboneau, Luttrell, Staggs, Thiel

Members Absent: Judy

Staff Present: Dugwyler, Nelson, Rogers, Dawson

Guests Present: Marc Crandall, Don Cozart, Gary Atha, David Jorgenson - Easton Village; Richard Alderman, Michael O'Brien, Michael Watkins - Hog City Diner; Tim Reynolds, Greg Hayes - Serenity Place; Tonya Johnson

Media Present: Jill Rohrback, *Morning News*

I. Square Gardens report

Thiel stated her main concern would be the noise generated from the establishment, and she feared it would detract from the tranquility of the square.

Mr. Alderman said he viewed it positively. Everyone on the square is trying to promote activity and to draw people to the square; if there is nowhere for these people to go, it creates a negative. He said the casual outdoor dining atmosphere, in his opinion, adds to the ambience of the square.

Mr. Watkins stated that their concept does not lend itself to live entertainment. Mr. O'Brien said that when choosing locations for a business, they emphasize areas with historic significance and pedestrian traffic. He said that their concept in Tulsa generated 8,000 to 10,000 people per week; a similar impact on the square would be very positive.

Mr. Alderman said they had visited with city officials and Susan Ferrell, and had been referred to the Parks and

Recreation Advisory Board to review the concept. Mr. Alderman said presented plans were developed by working with Ms. Ferrell. She is very interested in the final fence and potting shed plans, and she has been assured inclusion in the planning process. He said the overall plan needed some revision, and he asked the Parks and Recreation Advisory Board to endorse the concept of an outdoor dining area for the Hog City Diner on the downtown square. Ultimately, City Council will be asked to allow them to lease the outdoor space. As a lessor, the city would have control of the activities which occur.

The area in question is the paved area on the south side of the building. In accordance with state Alcoholic Beverage Control regulations, the area would be fenced. The area would be accessible from the restaurant only, and ADA regulations would be addressed. Plans would meet aesthetic standards of the square.

Mr. Ackerman stated that the logistics were not an issue with which the Parks and Recreation Advisory Board needed to be concerned. These details would be worked out between staff, Susan Ferrell, and City Council. Mr. Ackerman said consideration needed to be given to the concept from a public point of view. He said to date the City of Fayetteville has embraced the downtown Dickson Street Enhancement Project which is ongoing and a major program. When viewing the new town center, the downtown square, and Dickson Street in its entirety, Advertising and Promotion spends a lot of money each year in advertising and promotion to get people to our community, and the square is the premiere draw of the area. A magnificent job is being done planning and developing the Dickson Street area to revitalize it, and there are ongoing plans to connect the square with Dickson Street. When considering a multi-million dollar town center and improvements to Dickson Street, Mr. Ackerman said it was his opinion that Mr. Alderman's proposal enhances the overall concept of what is trying to be achieved in the promotion of the downtown/Dickson Street area. Mr. Ackerman stated as long as this project did not impact or infringe upon the square gardens area, he did not see it a difficult decision to support this particular project.

Mr. Charboneau, Mr. Luttrell, and Mr. Staggs favored the development and promotion of the downtown square. Mr. Bleidt stated that an anchor of this sort was needed downtown; his only concern was the aesthetics of the project. Ms. Thiel said she could not say she supported the project completely, and

she would like to visit with citizens who did not have a vested interest in the square. Mr. Ackerman said as this project moved forward, the public would have opportunities to express their opinions. Assistant Parks & Recreation Superintendent, Nancy Dugwyler commented that although the Parks Division does not manage the square gardens, it is still park property. She urged everyone to keep in mind that it belonged to the citizens of Fayetteville; this is a commercial operation, and she felt if it were leased it should be at a fair market value.

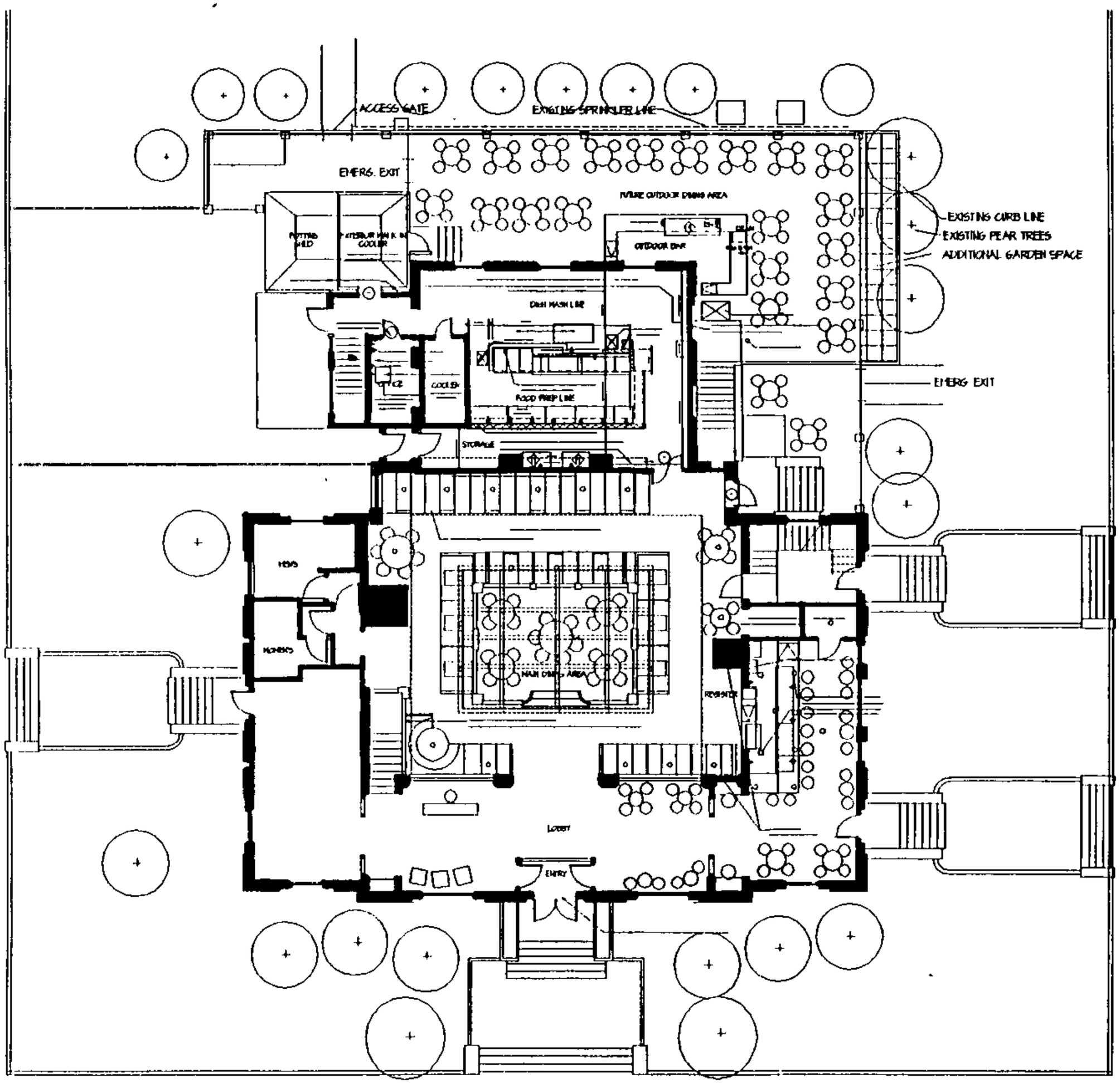
MOTION: BLEIDT/STAGGS
Mr. Bleidt moved to endorse a conceptual plan proposing an outdoor dining area on park property.

The motion carried 5-0-1 with members Ackerman, Bleidt, Charboneau, Luttrell, and Staggs voting "yes" and Thiel abstaining.

II. 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.

Several Parks and Recreation Advisory Board members and staff members questioned having split park land at this site. Initially two separate plans were submitted, one of which indicated 5.42 acres set aside in the southeast corner as park



PROPOSED OUTDOOR DINING AREA

SCALE: 1/8" = 1'-0"

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

DPS RENOVATION
HAS CITY DINER

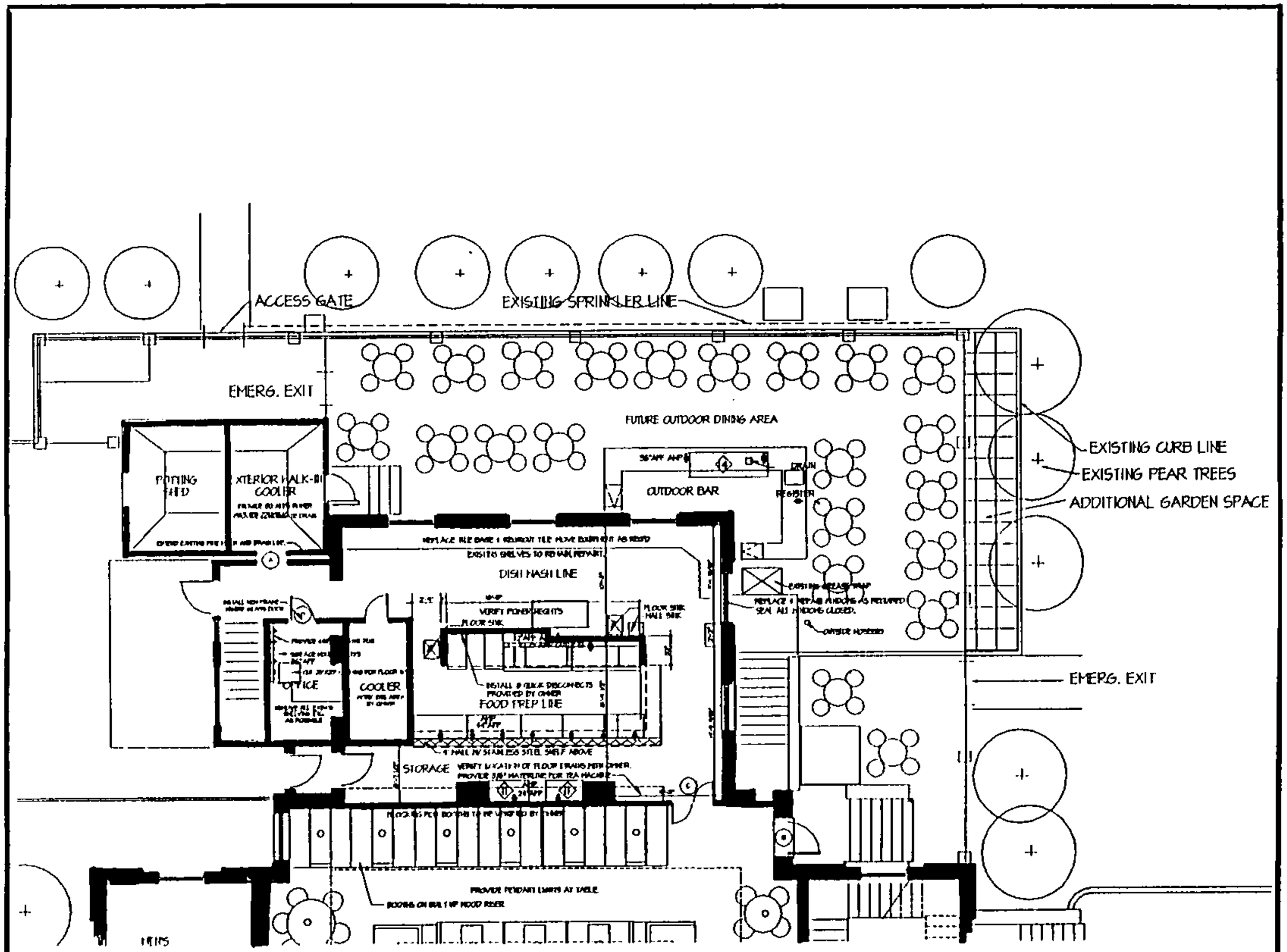
SHEET TITLE

OUTDOOR DINING AREA

DATE

JOB NO.

1



ENLARGED OUTDOOR DINING AREA

NOT TO SCALE

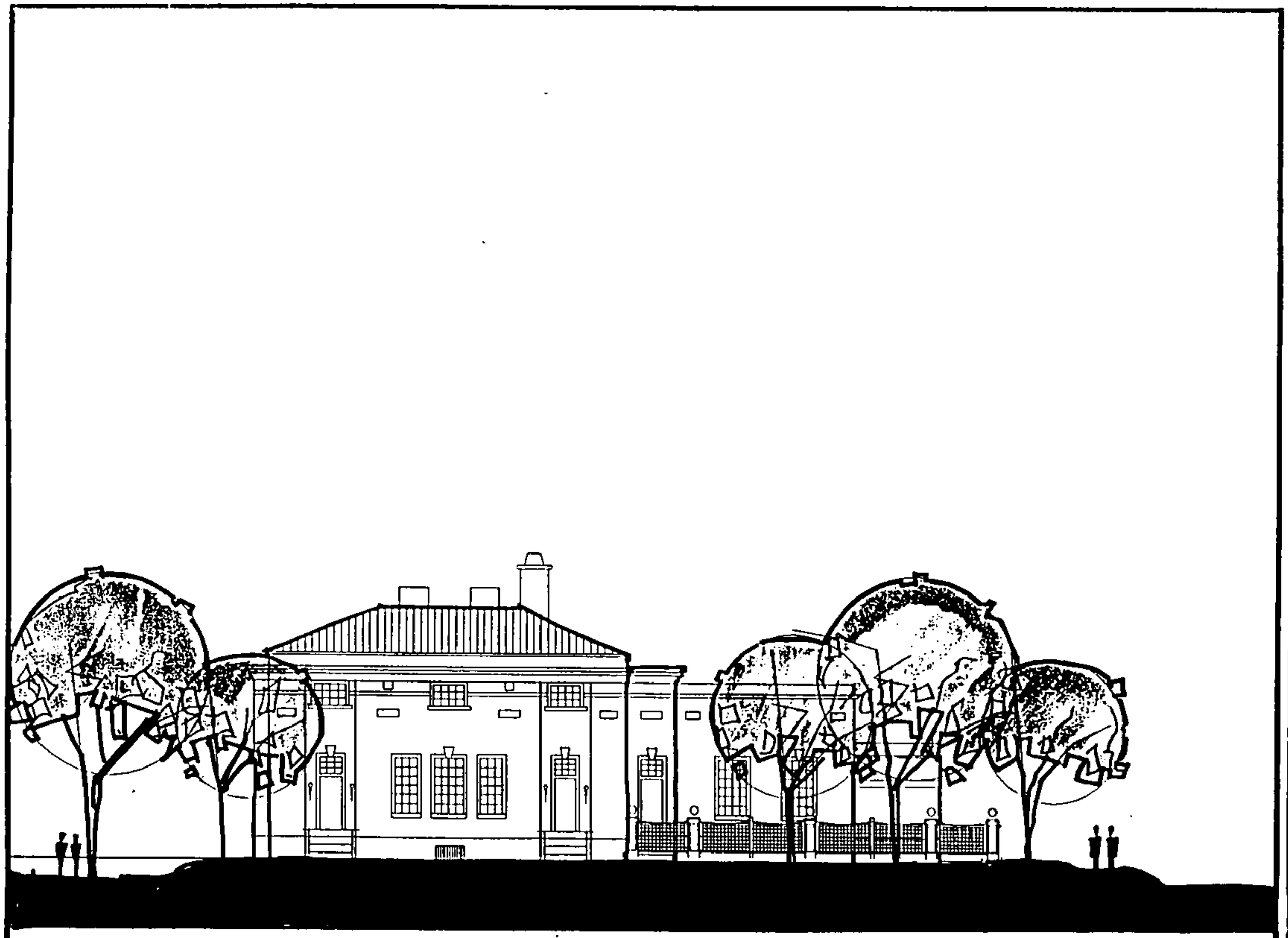
WITTENBERG, DELONY & DAVIDSON, INC.

SHEET TITLE: OUTDOOR DINING AREA

PROJECT TITLE: OPO RENOVATION
HOT CITY DINER

JOB NO.

2



WEST ELEVATION

NOT TO SCALE

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

OPD RENOVATION
HOE CITY DINER

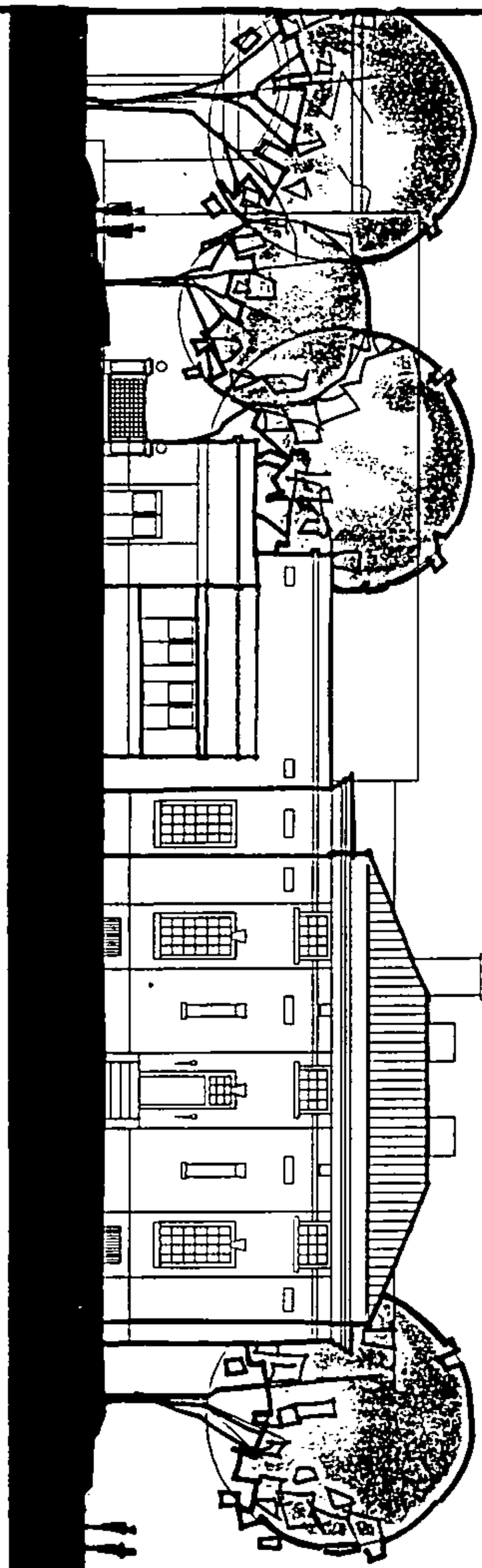
SHEET CONTENTS

OUTDOOR DINING AREA

DATE

JOB NO

3

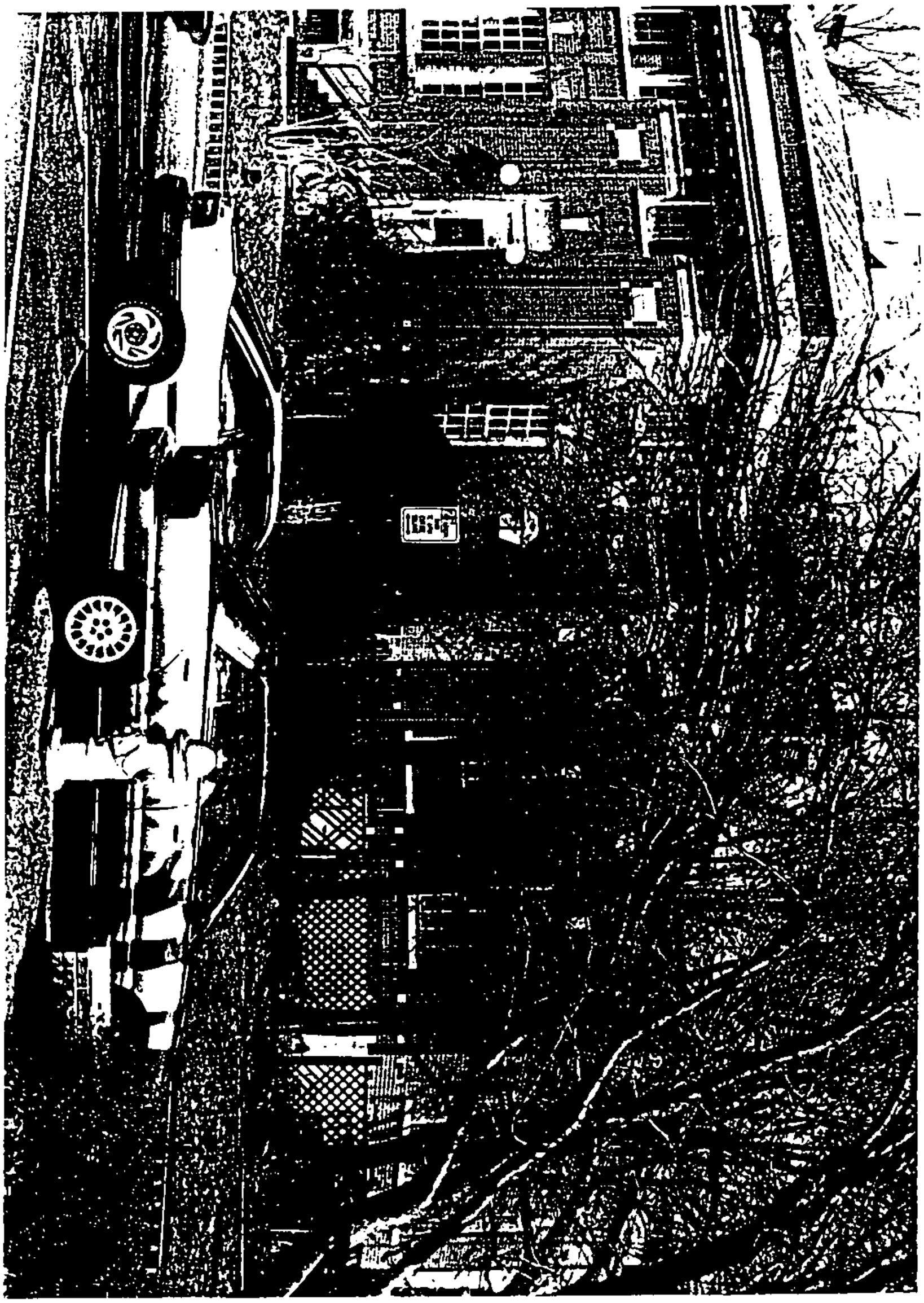


EAST ELEVATION

NOT TO SCALE

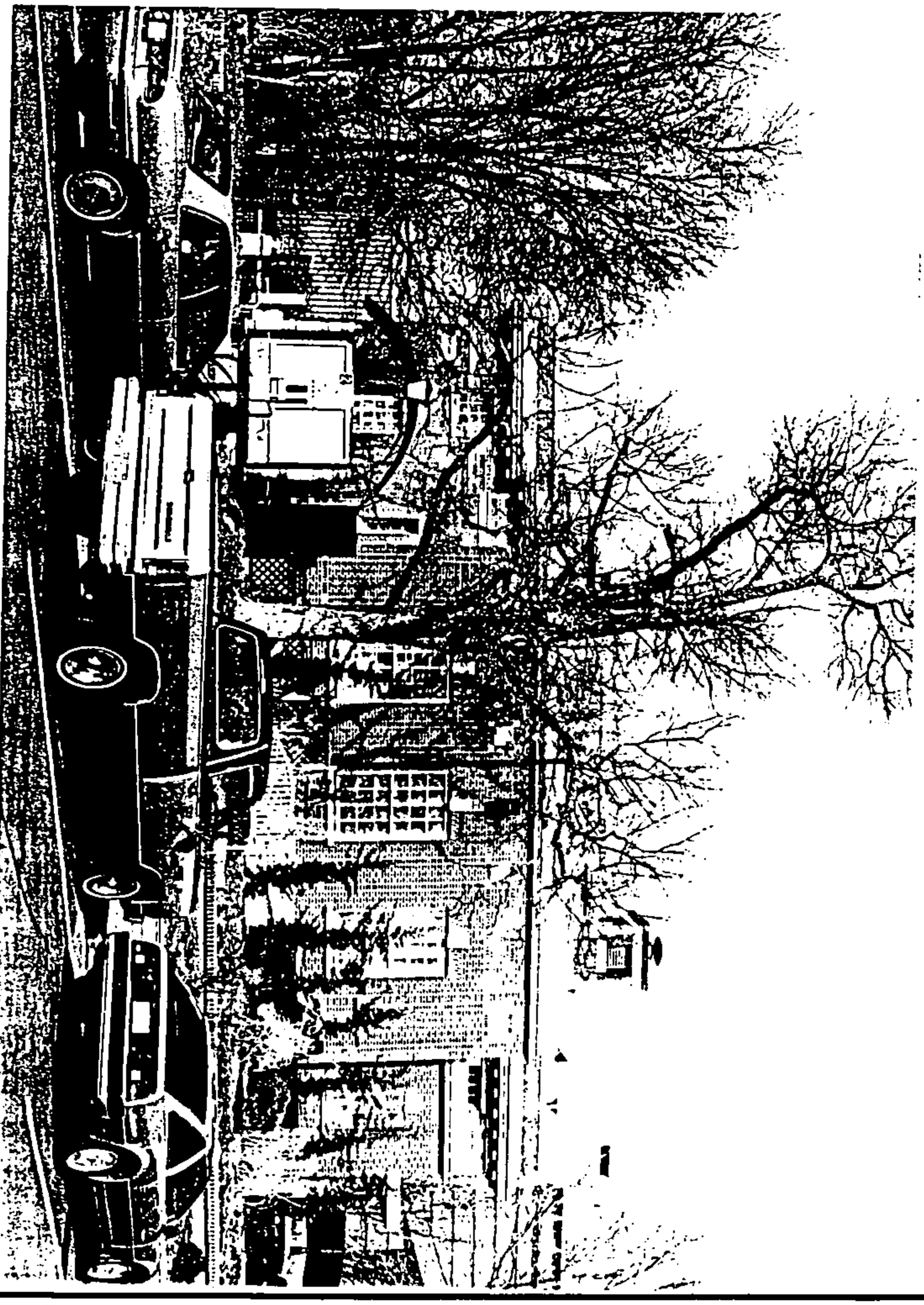
WITTENBERG, DELONY & DAVIDSON, INC.

SHEET	DATE	CONTENTS	PROJECT TITLE
4	JOB NO	OUTDOOR DINING AREA	CPO RENOVATION HOG CITY DINER



WITTENBERG, DELONY & DAVIDSON, INC.

SHEET	DATE	CONTENTS	PROJECT TITLE
5	JOB NO.		



WITTENBERG, DELONY & DAVIDSON, INC.

SHEET	DATE	CONTENTS	PROJECT TITLE
6	JOB NO.		

11D Lease
.11-.30

L E A S E

This Agreement, made and entered into this ____ day of _____, 1998, by and between the City of Fayetteville, whose address is 113 West Mountain, hereinafter called Lessor, and Hog City Diner Company, whose address is One Center Square, Fayetteville, Arkansas 72701, hereinafter called Lessee,

WITNESSETH:

1. **LEASED PREMISES**. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property containing approximately 1,676.16 square feet more or less, situated in Washington County, Arkansas:

See Exhibit A attached hereto and made a part hereof.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **TERM**. This lease shall commence on the date of this agreement and shall extend for a term of twenty-five (25) years.

3. **OPTION TO EXTEND**. If the Lessee shall have fully performed every agreement and covenant on Lessee's part to have been kept and performed under the term of this lease at the time of exercise and at the time of renewal, the Lessee is hereby granted the right and option to extend this lease, upon the same terms, for an additional period of twenty-five (25) years, with such option to be exercised in writing by the Lessee not later than one hundred eighty (180) days prior to the expiration of the basic or original term of this lease.

4. **RENT**. Lessee agrees to pay to Lessor as rental for the full term of this lease the annual rental rate of One Thousand Six Hundred Seventy-seven Dollars ($1,677.00), payable in monthly installments of $139.75 each, to be paid in advance on the first day of August, 1998, and on the first day of each every month thereafter during the term of this lease.

5. **ADDITIONAL CONSIDERATION.** As additional consideration for the leased premises Lessee agrees to construct a new potting shed for use in maintaining the town square gardens at the location indicated on Exhibit "A", attached hereto at a cost not to exceed $3,000 and in a design mutually agreed upon by the parties hereto.

6. **USE**. Lessee agrees to use the lease premises for the purpose of operating an outdoor dining area and for no other purpose or purposes without the written consent of Lessor having been obtained in advance.

7. **CONSTRUCTION OF IMPROVEMENTS.** All improvements constructed by the Lessor on the leased premises shall be accomplished within the boundaries of the leased premises and Lessor shall make every effort to conduct such construction so as to have a minimal impact on the town square gardens.

8. **NON-SUCCESSION.** This lease agreement shall insure only to the benefit of and be binding upon the parties hereto and not to their respective heirs, successors and assigns.

9. **TAXES.** Lessee shall pay any and all ad valorem taxes special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

10. **COMPLIANCE WITH LAWS.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

11. **INSURANCE OF LESSEE'S PROPERTY.** Lessee shall be solely responsible for maintaining insurance on his property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

12. **RIGHT OF INSPECTION.** The Lessor shall have the right, in person or through Lessor's duly authorized representative, at all reasonable times to inspect the leased premises.

13. **ALTERATIONS.** Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the leased premises; however, no alterations shall be made without the prior written consent of Lessor.

14. **FIXTURES.** All trade fixtures installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall restore the leased premises and repair any damage thereto caused by such removal.

15. **ACCEPTANCE OF PREMISES.** It is expressly understood and agreed by the Lessee that it is leasing the demised premises in its current condition and that if the plumbing or electrical wiring proves to be inadequate for its purposes that it may, at its own expense, have such required additional plumbing and electrical wiring installed.

16. **MAINTENANCE OF LEASED PREMISES.** The Lessee shall be liable for all license fees, occupation taxes and the like in connection with the operation of any business on the leased premises, and shall pay all charges incurred by Lessee in connection with utility services of whatever kind or nature including any sewer charges and pickup of Lessee's trash and garbage.

The Lessee shall be responsible for maintaining the improvements upon the leased premises in a satisfactory condition and the premises shall, at all times, be maintained in a neat and orderly condition. Lessee's business operations will be carried on in accordance with the highest standards for such businesses, particularly in the areas of cleanliness and service.

17. **INDEMNIFICATION OF LESSOR**. The Lessee shall defend, indemnify and hold the Lessor harmless against any expense, claim, loss or liability as the result of any breach by the Lessee, Lessee's agents, servant, employees, customers, visitors or licensees, of any covenant or condition of this lease, or as a result of the Lessee's use or occupancy of the demised premises, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors or licensees. To facilitate the provisions hereof, the Lessee shall keep and maintain at all times during the term of this lease, or any extension thereof, in full force and effect with a company or companies acceptable to Lessor, insurance against third party liability by reason of the Lessee's occupancy of the demised premises with limits of liability thereunder of not less than $100,000 per person and $500,000 per accident with $500,000 coverage for property damage.

18. **RETURN OF LEASED PROPERTY**. At the end of the term of this lease, or upon any other earlier termination, the Lessee agrees promptly and peaceably to restore possession of the leased premises to the Lessor in as good condition as they were when delivered to Lessee, ordinary wear and tear excepted. To accommodate this covenant, the Lessee hereby waives any and all notice to which Lessee may be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the property.

19. **NOTICES**. Any notice called for or permitted under the terms hereof shall be given in writing and sent by certified mail to the Lessee at One Center Square, Fayetteville, Arkansas 72701, and to the Lessor at 113 West Mountain, Fayetteville, Arkansas 72701.

20. **WASTE**. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

21. **RIGHT TO CURE**. If the Lessee shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by the Lessee, the Lessor shall give notice of such default in writing to the Lessee and the Lessee shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured within the aforementioned thirty (30) days, the Lessee shall not be considered in default or in breach of this lease.

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

23. **INTERPRETATION**. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

24. **ENTIRE AGREEMENT**. This lease agreement contains the entire agreement of both parties hereto, and not other oral or written agreement shall be binding on the parties hereto.

25. **NON-WAIVER PROVISION**. The failure of the Lessor or Lessee to insist upon the strict and literal performance of any agreement or condition herein or to exercise any option retained or granted by reason of a default by the lessee shall not constitute a waive of the Lessor's right thereafter to insist upon and enforce full performance of such conditions and agreements.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized so to act, on this _____ day of _____, 1998.

LESSEE:

By:_____
Name & Title

ATTEST:

By:_____
Name & Title

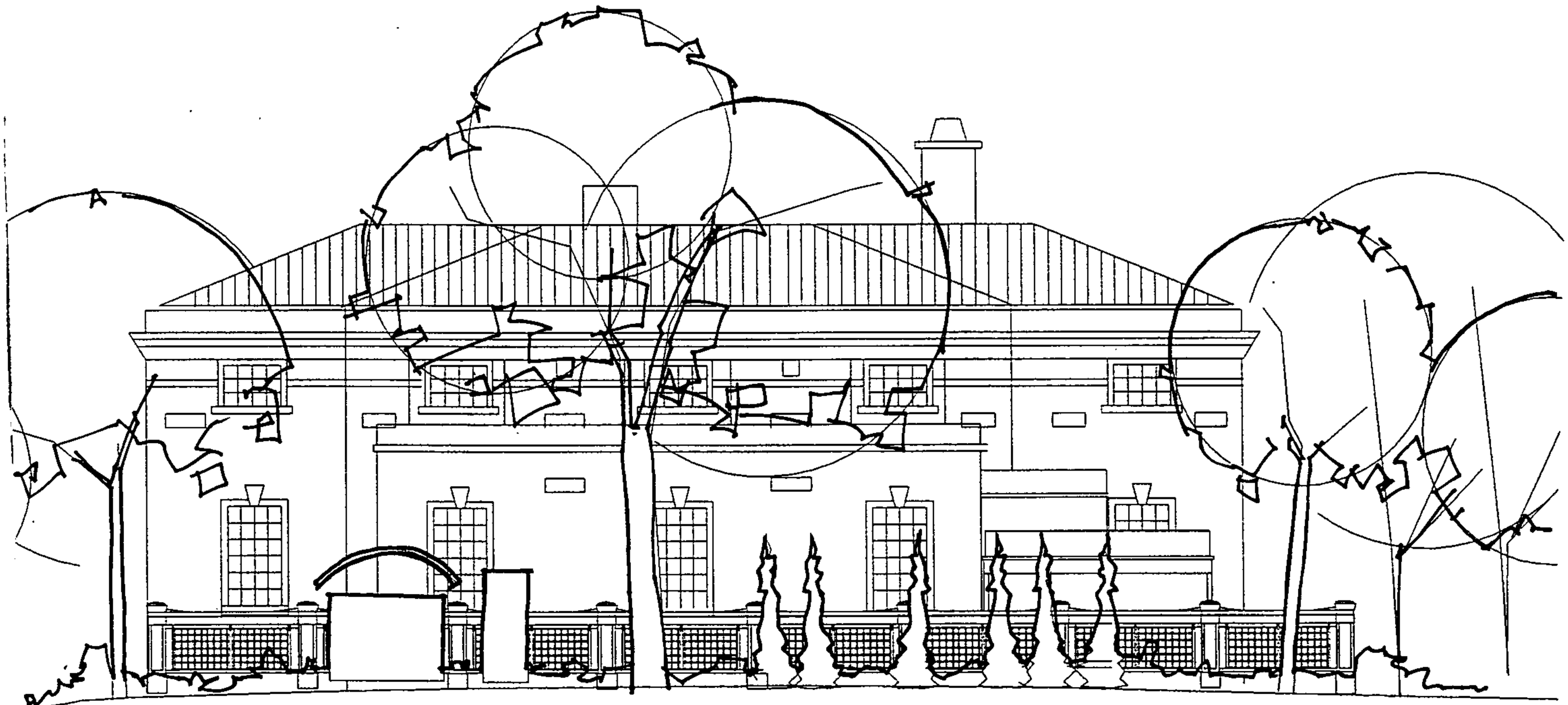
LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation.

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk



SOUTH ELEVATION

SCALE 1:10

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

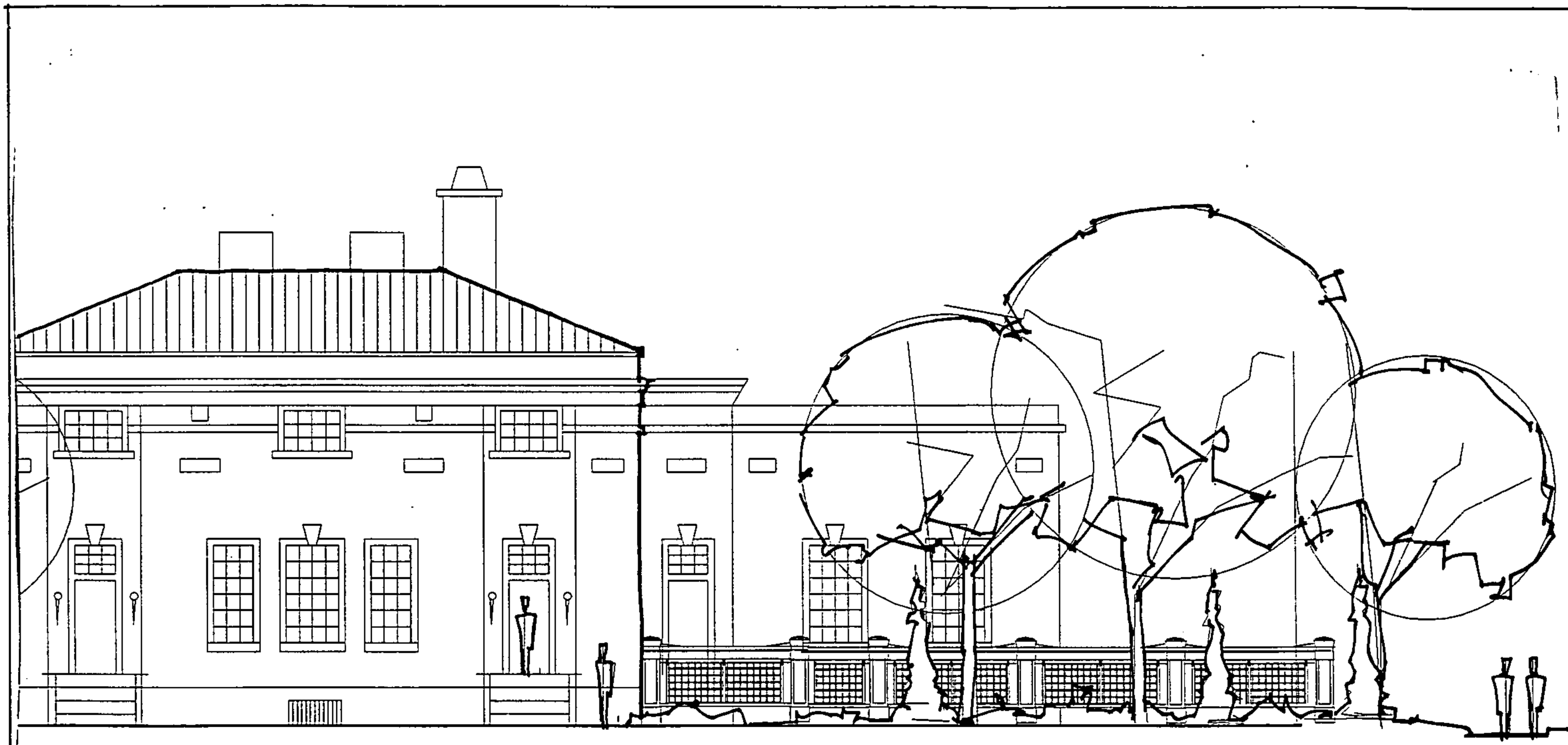
Hot City Diner
Outdoor Patio

SHEET CONTENTS

SOUTH ELEVATION
Scale 1:10

DATE

JOB NO



WEST ELEVATION

SCALE 1:10

WITTENBERG, DELONY & DAVIDSON, INC.

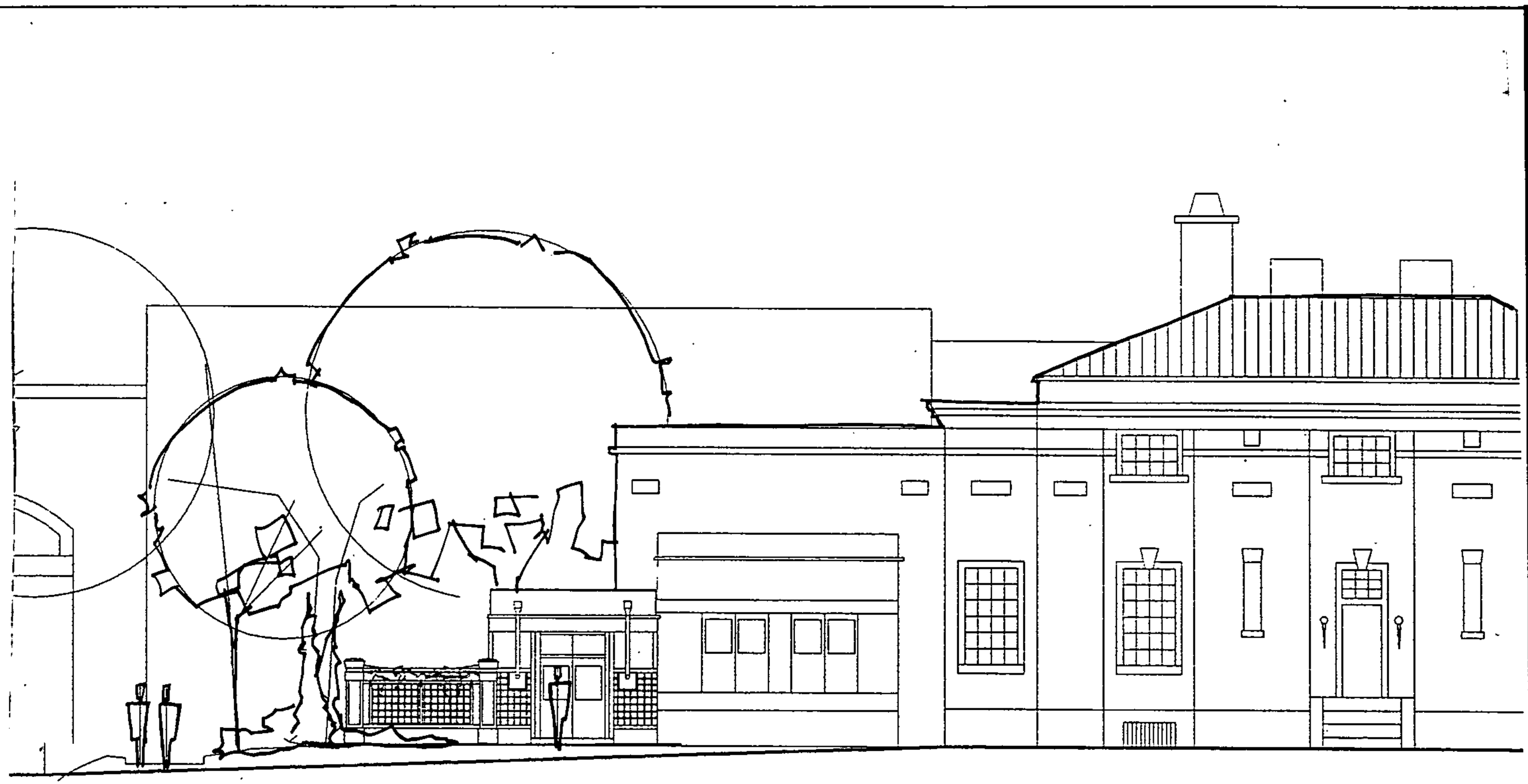
PROJECT TITLE

HOB CITY DINER
OUTDOOR PATIO

SHEET TITLE

WEST ELEVATION
SCALE 1:10

JOB NO



EAST ELEVATION

SCALE 1:10

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HAS CITY DINER
OUTDOOR PATIO

SHEET CONTENTS

EAST ELEVATION
SCALE 1:10

DATE

JOB NO

60'-10"

ACCESS GATE

EXISTING SPRINKLER LINE

EMERG. EXIT

17'-1"

FUTURE OUTDOOR DINING AREA

TOTAL AREA: 1676.16 SF

POTTING SHED

EXTERIOR WALK-IN COOLER

PROVIDE 30 AMPS POWER

PROVIDE CONDENSATE DRAIN

EXTEND EXISTING FIRE RISER AND DRAIN LINE

DISH WASH LINE

EXISTING GREASE TRAP

OUTSIDE HOSEBIB

OFFICE

COOLER

FOOD PREP LINE

STORAGE

23'-5"

50'-10"

EXISTING

EXISTING

ADDITIONAL

EMERG. EXIT

9'-7"

17'-2"

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HOT CITY DINER

OUTBACK PAD

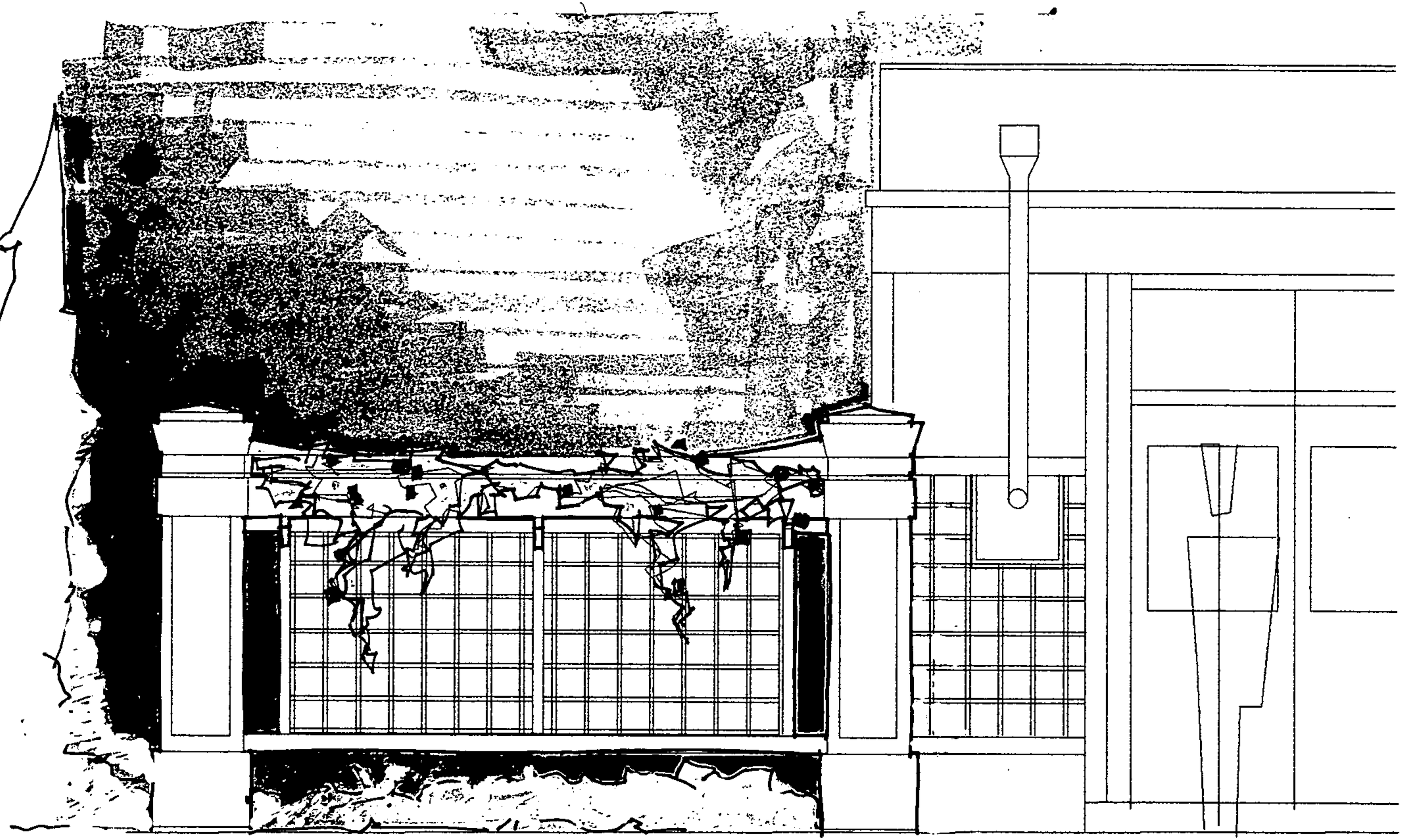
SHEET TITLE

SITE PLAN

SCALE 1:10

DATE

JOB NO.



EAST ELEVATION

SCALE 1/2"=1'-0"

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HIGH CITY DINER
OUTDOOR PATIO

SHEET TITLE

EAST ELEVATION
SCALE 1/2"=1'-0"

JOB NO.

60'-10"

ACCESS GATE

EXISTING SPRINKLER LINE

EMERG. EXIT

17'-1"

FUTURE OUTDOOR DINING AREA

TOTAL AREA: 1676.16 SF

POTTING SHED

EXTERIOR WALK-IN COOLER

PROVIDE 30 AMPS POWER

PROVIDE CONDENSATE DRAIN

EXTEND EXISTING FIRE RISER AND DRAIN LINE

DISH WASH LINE

EXISTING GREASE TRAP

OUTSIDE HORSESHOE

EXISTING

EXISTING

ADDITION

50'-10"

EMERG. EXIT

OFFICE

COOLER

FOOD PREP LINE

STORAGE

23'-5"

5'-7"

17'-2"

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HAS CITY DINER OUTDOOR PLAZA

SHEET CONTENTS

DATE

JOB NO.

SITE PLAN

SCALE 1:10

EXISTING SPRINKLER LINE

FUTURE OUTDOOR DINING AREA

DISH WASH LINE

EXISTING GREASE TRAP

OUTSIDE HOSEBIB

OFFICE

COOLER

FOOD PREP LINE

STORAGE

1. RELOCATE EXIST'G POTTING SHED & EXIST'G FENCE TO NEW TEMPORARY LOCATION. LEAVE REMAINDER OF FENCE FOR TEMP. SCREEN.

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

Hob CITY DINER OUTDOOR PATIO

SHEET DAIL CONTENTS

JOB NO.

SITE PLAN - 1

SCALE 1:10

EXISTING SPRINKLER LINE

FUTURE OUTDOOR DINING AREA

DISH WASH LINE

EXISTING GREASE TRAP

OUTSIDE HOSEBIB

OFFICE

COOLER

FOOD PREP LINE

STORAGE

2. BUILD 2' WIDE RETAINING WALL @ PERIMETER. APPROX. 2'-6" HIGH (SAME AS BERM) CONSTRUCT FENCE POSTS. PROVIDE EXTENSIONS TO MANHOLES, ETC.

HAS CITY DINER
OUTDOOR PATIO

PROJECT TITLE

WITTENBERG, DELONY & DAVIDSON, INC.

SHEET CONTENTS

DATE

JOB NO

SITE PLAN - 2

SCALE 1:10

FUTURE OUTDOOR DINING AREA

DISH WASH LINE

OFFICE

COOLER

FOOD PREP LINE

STORAGE

3. INSTALL FENCE PANELS/ FLOWER BOXES. REMOVE EXISTG LATTICE FENCE. POUR CONCRETE PATIO.

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HAS CITY DINER

OUTDOOR PATIO

SHEET CONTENTS

SITE PLAN - 3

SCALE 1:10

DATE

JOB NO.

FUTURE OUTDOOR DINING AREA

POTTING SHED

EXTERIOR WALK-IN COOLER

ADA ACCESS

DISH WASH LINE

OFFICE

COOLER

FOOD PREP LINE

STORAGE

ADA LIFT

4. INSTALL COOLER & NEW POTTING SHED. POUR NEW CONC. STEPS. REMOVE OLD POTTING SHED. INSTALL LAST PORTION OF FENCE.

WITTENBERG, DELONY & DAVIDSON, INC.

SHEET TITLE: SITE PLAN - 4

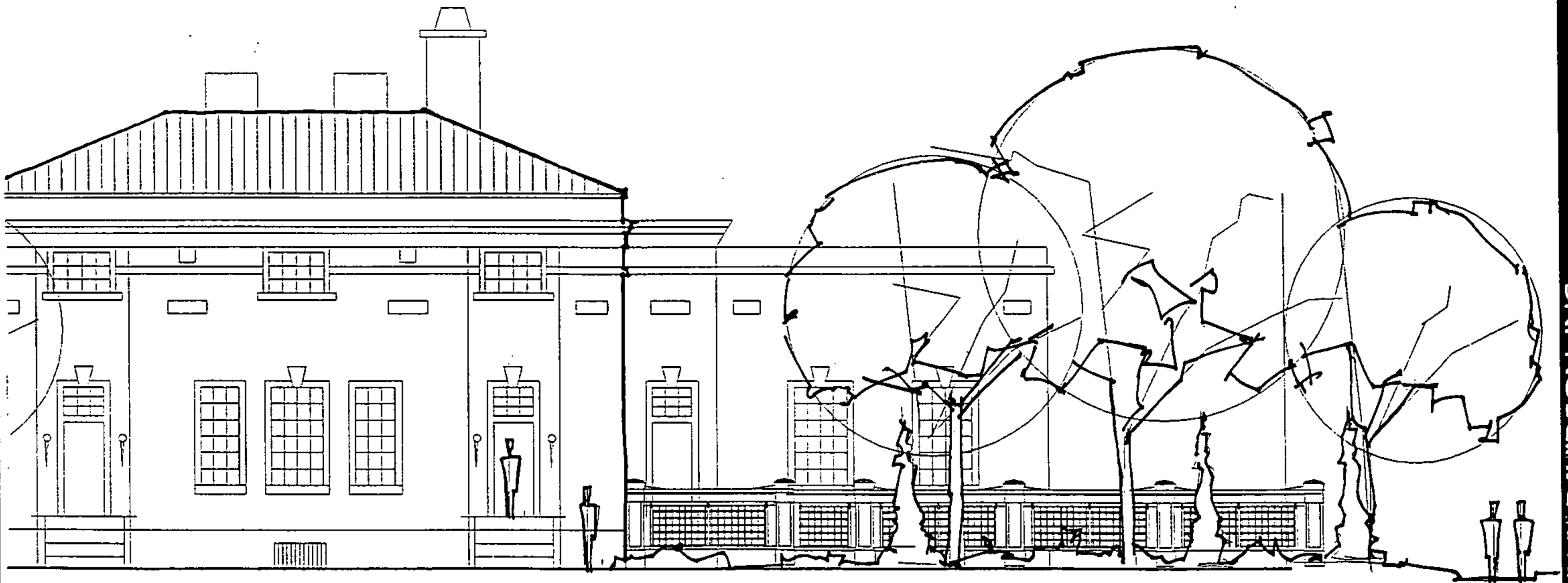
DATE

JOB NO.

CONTENTS

SCALE 1:10

PROJECT TITLE: HAS CITY DINER OUTDOOR PATIO



WEST ELEVATION
SCALE 1:10

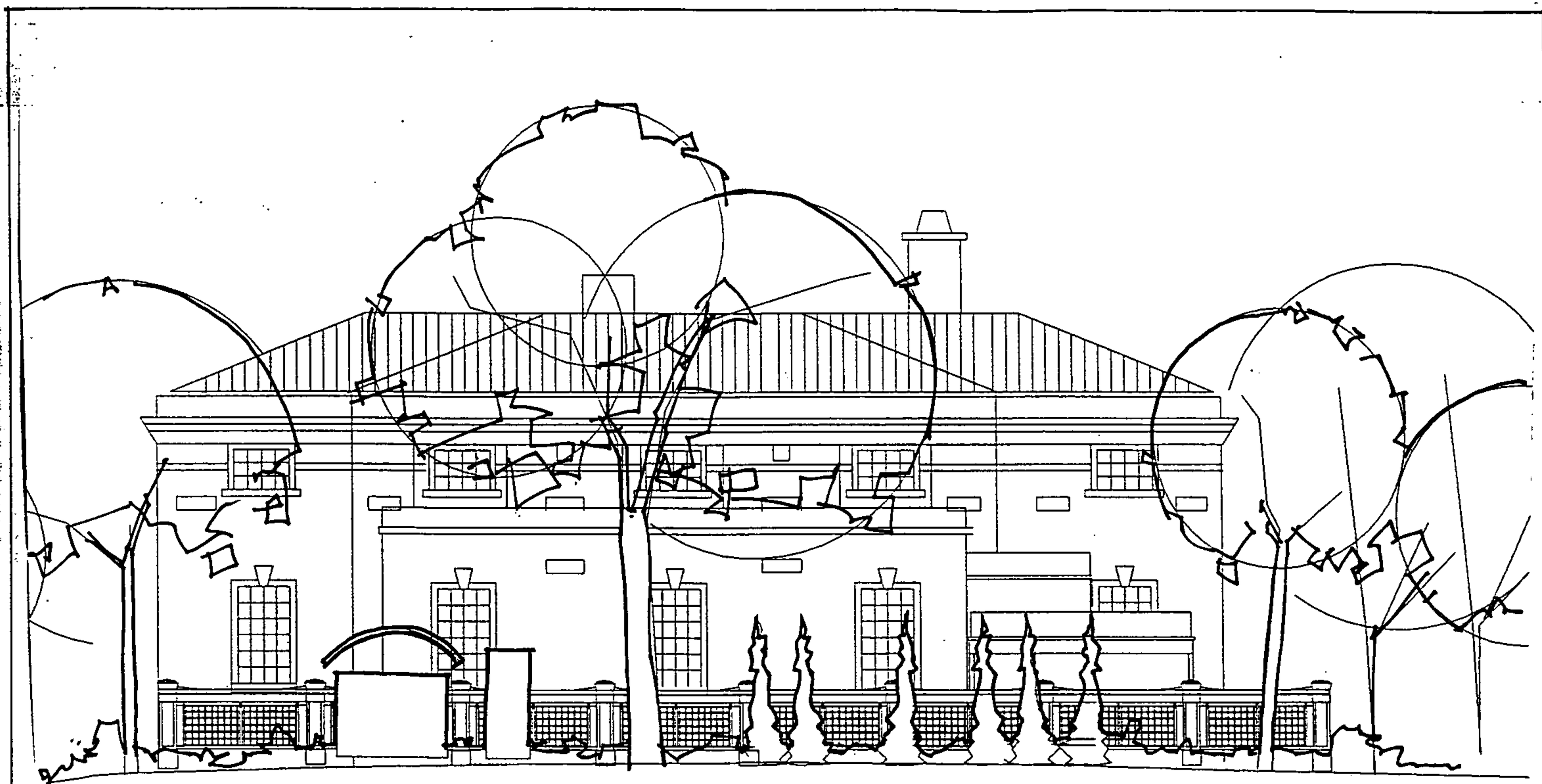
WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE
HOG CITY DINER
OUTDOOR PATIO

SHEET CONTENTS
WEST ELEVATION
SCALE 1:10

JOB NO.

DATE



SOUTH ELEVATION

SCALE 1:10

WITTENBERG, DELONY & DAVIDSON, INC.

SHEET CONTENTS

DATE

JOB NO.

PROJECT TITLE

HAS CITY DINER

ATTACHED PATIO

SOUTH ELEVATION

SCALE 1:10

EAST ELEVATION

SCALE 1:10

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

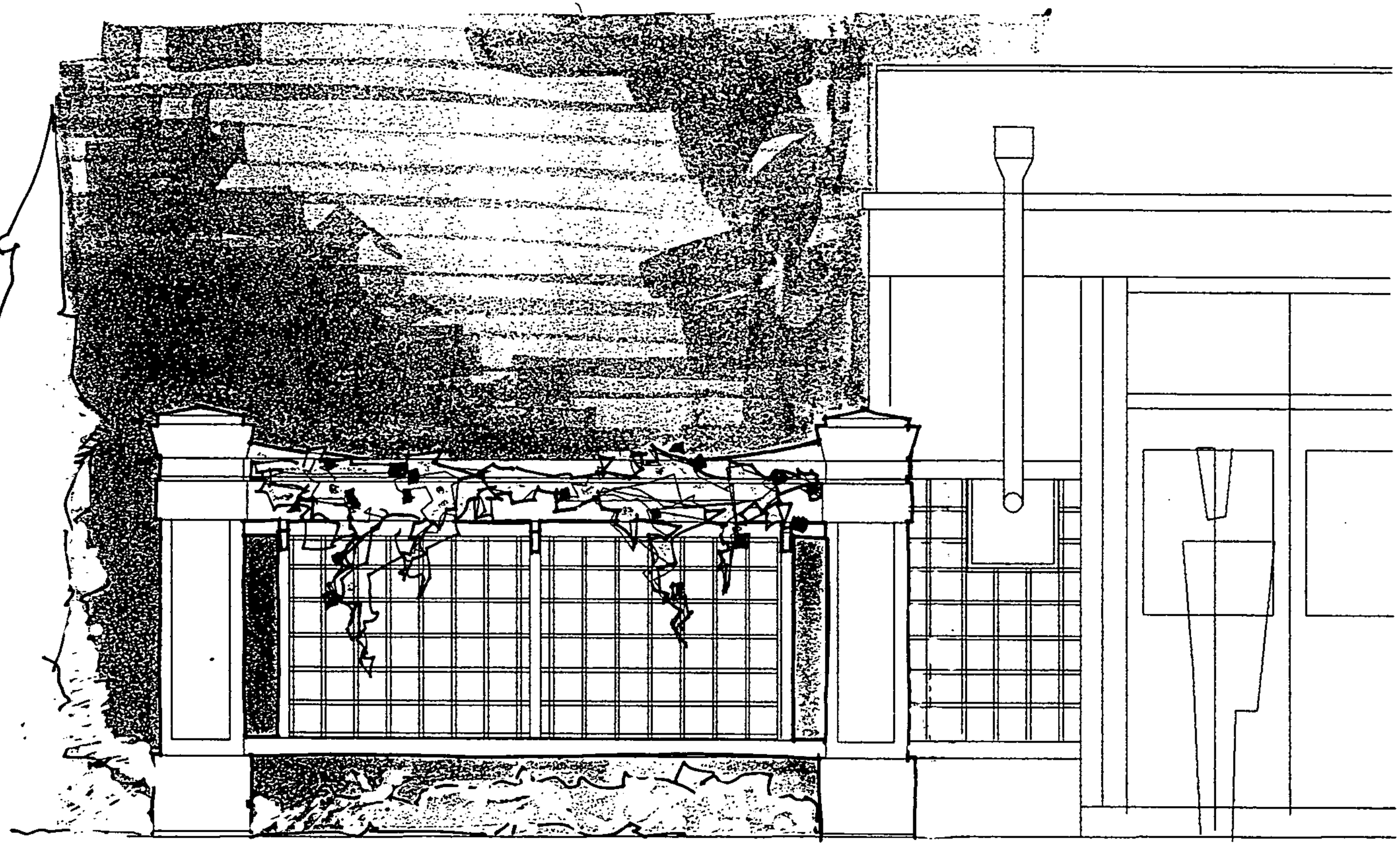
HAS CITY DINER
OUTDOOR PATIO

SHEET CONTENTS

DATE

JOB NO.

EAST ELEVATION
SCALE 1:10



EAST ELEVATION

SCALE 1/2"=1'-0"

WITTENBERG, DELONY & DAVIDSON, INC.

PROJECT TITLE

HEALTHY DINER
OUTDOOR PATIO

SHEET CONTENTS

EAST ELEVATION
SCALE 1/2"=1'-0"

JOB NO.

DATE

PART 1 - GENERAL

1.01 CONTRACT BASIS

A. Work is based upon conditions at Site, Project Manual, and Drawings for Project No. 97042, dated December 31, 1997, all addenda issued and the Contract executed between Owner and Contractor.

1.02 OWNER

A. Wherever term "Owner" or "Owners" is used in Project Manual it refers to :

Hog City Diner Company
3401 South Peoria
Tulsa, Oklahoma

All papers required to be delivered to Owner shall be delivered to

Mr. Michael Watkins
Mr. Michael O'Brien

1.03 ARCHITECT

A. Wherever term "Architect" or "Architects" is used in these specifications it refers to Wittenberg, Delony & Davidson, Inc., Architecture & Interior Design, 100 West Center, suite 102, Fayetteville, Arkansas 72701.

1.04 TIME FOR COMPLETION

A. Time for completion of all Work under this contract is as stated in the Owner \ Contractor Agreement.

1.05 RESPONSIBILITIES OF CONTRACTOR

A. Work is to be performed within the boundaries as leased from the city. At no instance may contractor or subcontractor encroach more than 2' from back of existing curb into the City Garden during the time for construction of the project. All access vehicular, pedestrian or otherwise shall be from the service drive of the Hog City Diner. Material delivery and staging of the construction will be required to be coordinated with City. Vehicular Parking in service drive will be allowed only along north side to allow adequate access to temporary location of potting shed. The project is to be completed in the following stages in the fastest possible time frame without compromise to the quality of labor or materials. Required clearances to be confirmed with Utility Companies prior to the commencement of work. All necessary approvals from the City of Fayetteville, State Historic Preservation Board, and the Alcoholic Beverage Control Board must be obtained. Sidewalk along service drive to remain accessible for the pedestrian during

construction. Contractor to maintain daily jobsite cleanliness and quick disposal of construction debris.

1. **STAGE 1**
   - Coordinate removal of the picnic table, furniture, rocks, screens etc., to begin work.
   - Plants that can be relocated or potted should be removed at this time.
   -Existing Potting Shed to be relocated to the southeast corner of the paved area.
   -Relocate portion of the existing lattice fence along the building line to form screening for work.
   -This fence line will serve as the boundary of construction until the completion of the project.

2. **STAGE 2**
   -Construct 2' wide form work for the concrete retaining wall at perimeter of patio at face of curb.
   -Pour concrete from pumping line into form work from access drive. All required sleeves to be in place. And to be inspected prior to pour.
   -Construct fence posts on retaining wall at locations shown on plans and sections in contract documents. Finish material to be stucco or EIFS system to eliminate painting.
   -Provide extension for all lines, drains manholes, hose bibs, etc.

3. **STAGE 3**
   -Install fence panels between posts with treated wood to weather. Finish trim work and flower boxes on outside of fence prior to completion of interior trim.
   -Remove existing lattice screen. Plants can be located in flower boxes and edge to fence can be landscaped. Fence will serve as new boundary for construction.
   -Fill patio area with gravel, install reinforcement and pour concrete according to specification and drawing requirements.

4. **STAGE 4**
   -Install new door ways into the building. Install Cooler according to manufacturers recommendations.
   -Build new potting shed wall and parapet to enclose cooler according to drawings and specifications.
   -Remove Old Potting Shed to location designated by City.
   -Pour new concrete steps.
   -Install final portion of fence panels and posts.
   -Install ADA handicap lift at new stairs.
   -Provide new striping at handicap parking space, access lane as required according to Historic Structure Accessibility Standards.

B. Except as otherwise specifically stated in the contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work and all other services and facilities of any nature necessary to execute Work as shown and/or specified under the contract and deliver it complete in every respect within specified time.

C. If, during the course of construction of this project, the Contractor discovers errors, incon-

sistencies or omissions in the Contract Documents, the Contractor will report them to the Architect who will issue written instructions to the Contractor. If the Contractor performs Work knowing there is an error, inconsistency or omission in the Contract Documents without giving notice to the Architect or receiving written instruction from the Architect, the Contractor assumes responsibility for the Work and will bear all costs associated with the performance or correction of the Work.

1.06 COORDINATION OF WORK

A. General Contractor to give special attention for coordination of work by various trades to provide uniform and symmetrical layout and spacing of exposed components which affect the finished architectural design and appearance. Where spacing and related locations are not specifically shown on the drawings, or where in doubt, Contractor's Superintendent shall consult Architect's Representative prior to installation of that part of the Work. Location of electrical and telephone outlets shall be verified with Architect prior to installation.

1.07 PRECONSTRUCTION CONFERENCE

A. Either before or soon after actual award of Contract (but in any event prior to start of construction), Contractor or his representative shall attend Preconstruction Conference with representatives of Owner and Architect. Conference will serve to acquaint participants with general plan of contract administration and requirements under which construction operation is to proceed, and will inform Contractor, in detail, of obligations imposed on him and his subcontractors.

1.08 LIQUIDATED DAMAGES

A. It is understood and mutually agreed, by and between Contractor and Owner, that date of beginning and time for completion of Work are essential conditions of the contract; and it is further mutually understood and agreed that Contractor shall commence Work embraced in this contract on date specified in Written Notice to Proceed and fully complete Work within the agreed on time in consecutive calendar days. Contractor agrees to prosecute regularly, diligently, and uninterruptedly said Work at rate of progress as will complete Work within time specified. It is expressly understood and agreed, by and between Contractor and Owner, that time for completion of Work described is reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality. If Contractor neglects, fails or refuses to complete work within time specified, or within any proper extension granted by Owner, then Contractor does hereby agree, as a consideration for awarding of this contract, to pay Owner the amount of $100.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor is in default after time stipulated in contract for completing Work. Said amount is fixed and agreed upon by and between Contractor and Owner because of damages Owner would in such event sustain, and said amount is agreed to be the amount of damages which Owner would sustain.

1.09 CONSTRUCTION DRAWINGS AND SPECIFICATIONS

A. Architect to furnish 3 sets of contract drawings and specifications, without cost, to General Contractor for use in constructing Work. General Contractor to supply all contract drawings and specifications to his subcontractors or material suppliers. Additional sets or portions of contract drawings and specifications, beyond sets furnished by Architect, requested by General Contractor, will be furnished for actual cost of printing at General Contractor's expense.

B. Contract Documents (including all drawings, specifications, addenda and supplemental information) will not be made available on computer disk or on reproducible sepia to Bidders or Sub-bidders before the award of a Contract nor will they be made available to the Contractor or Sub-contractors after the award of a Contract. Only conventional, paper reproductions of such information will be made available to parties listed above. Conventional reproductions of Contract Documents may be obtained by means described in Document 00100 or as directed by Architect.

1.10 WORK TO BE PERFORMED BY THE OWNER

A. It will be the Contractors responsibility to work with the Owner to understand and plan for any and all work to be performed by the Owner or other forces of the Owner. No additional compensation will be granted for proper coordination, connections, interfacing with materials and products supplied and/or installed by the Owner or forces of the Owner.

1.11 DEFINITION

A. The word "Provide", as used throughout these specifications, means furnish and install.

1.12 REFERENCE STANDARDS

A. Except as otherwise noted, references throughout Project Manual to Codes, Federal Specifications, ASTM Standards, Association or Industry Specifications and other published standards, are to latest edition or publication of such standards.

1.13 PERMITS

A. Utilizing the contract documents (Project Manual and Drawings) prepared by the Architect and his Consultants, along with information provided by the Owner or his Consultants, the Contractor is responsible for securing permits required to successfully complete the project. This responsibility includes payment for the permit and coordination of all submittals.

1.14 INFORMATIONAL DRAWINGS

A. Drawings bound into working drawing set and labeled as informational drawings are not part of the Contract Documents. Information on these drawings is for reference and coordination only and is not a representation or warranty of existing or proposed

conditions. The Architect and Owner are not responsible for interpretations or conclusions made by the Contractor based on these drawings.

1.15 SAFETY PROCEDURES

A. In accordance with Act 291 of 1993 of the Arkansas State Legislature, the Contractor shall include a separate pay item for trench or excavation safety systems for any trench or excavation which equals or exceeds five (5) feet in depth and this pay item shall be a part of the base bid.

B. The Occupational Safety and Health Administration (OSHA) Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P is hereby incorporated into this Project Manual by reference. A copy of this document is available for inspection at the office of the Architect during regular business hours.

1.16 ELECTRICAL LICENSE REQUIREMENT

A. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.

B. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

1.17 INSPECTION BY CITY, STATE AND OTHER OFFICIALS

A. It is the responsibility of the Contractor to provide for, call for, initiate, coordinate with and complete all activities associated with inspections of City, State and any or all other agencies that have jurisdiction over the project. Including providing drawings and paying fees associated with such requirements.

B. It will be the responsibility of the Contractor to obtain all approvals of all agencies having jurisdiction and to secure all occupancy permits, use permits and certificates needed for a complete and usable project. All requirements for inspection and approval of the Restaurant and Restaurant Equipment by Local and State Health Departments, including local County Sanitarians shall be the responsibility of the Contractor.

C. The Contractor awarded this project agrees to allow City, State and all other inspectors having jurisdiction over the project, acting in their official capacity, to have access to the job site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
____ GRANT REVIEW
For the Fayetteville City Council meeting of July 7, 1998

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

ACTION REQUIRED: The Airport requests approval of the contract with John P. Marinoni Construction Company, Inc. for construction of the Airport's Above Ground Fuel Farm for the amount of $517,130.00 and also approval of Change Order No. 1 reducing the contract amount to $ 487,830.00. Bids were opened June 2, 1998 with Marinoni Construction submitting the lowest bid. McClelland Consulting Engineers did the project design and have negotiated the change order and recommend approval of this contract. The Airport also requests approval of the budget adjustment and a contingency of $48,783.00 and approval of the budget adjustment.

COST TO CITY:

$ 487,830.00 Cost of this Request	$ 289,899.00 Category/Project Budget	Above Ground Fuel Farm Category/Project Name
5550-3960-5801.00 Account Number	$ 25,599.00 Funds used to date	n/a Program Name
97050-01 Project Number	$ 264,300.00 Remaining Balance	Airport Fund

BUDGET REVIEW: XX Budgeted Item XX Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer	6-25-98		
Accounting Manager	Date	ADA Coordinator	Date
	6-29-98	Yolanda Fields	6-26-98 ✓
City Attorney	Date	Internal Auditor	Date
P Vice	6-26-98	Copy of Gen Cond.	
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval.

	6-25-98
Division Head	Date
Department Director	Date
Administrative Services Director	Date
	6/30/98
Mayor	Date

Cross Reference

New Item: Yes No

Pre Or/Res#: _____

Orig.Cont.Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **June 24, 1998**

SUBJECT: Request approval of Fuel Farm Construction Contract

The Airport is requesting approval of the contract with John P. Marinoni Construction Company, Inc. for construction of the Airport's Above Ground Fuel Farm for the amount of $517,130.00; also approval is requested of Change Order No. 1 reducing the original contract price to $487,830.00. Marinoni Construction was the lowest of three bids opened on June 2, 1998. The Airport also requests approval of the budget adjustment and a contingency of $48,783.00. The fuel farm is being built in order to meet federal environmental regulations which become effective December 22, 1998.

attachments: Staff Review
Marinoni Contract
Contract Change Order #1
Bidders List
Budget Adjustment

Bid 98.46

BIDDERS LIST
McCLELLAND CONSULTING ENGINEERS, INC.
FY962146
DRAKE FIELD MUNICIPAL AIRPORT
Fueling Facility Improvements Phase II
June 2, 1998 10:00AM

CONTRACTOR	BASE BID	DEDUCTIVE ALTERNATE #1	DEDUCTIVE ALTERNATE #2
John Marinoni Construction 5204 S. Thompson Springdale, AR 72764 (501) 750-2316 FAX 750-2319	519, 900.00	2770.00	32,400.00
The Southern Company 7621 Ball Road Fort Smith, AR 72908 (501) 648-1601 FAX 646-1066			
Mobley Contractors P.O. Box 150 Morrilton, AR 72110 (501) 443-2253 FAX 444-9724	737,441.57	24,500.00	36,160.00
Sweetser Construction 590 West Poplar Fayetteville, AR 72703 (501) 443-3026 FAX 442-0119			
Kinley Construction 4025 Woodland Park Blvd., Suite 410 Arlington, TX 76013 (817) 461-2100 FAX 860-1753	594,079.00	22,769.00	31,500.00
The Benham Group 1601 Forest Hills Blvd. Bella Vista, AR 72715 (501) 855-5055 FAX 855-5065			

Post-it® Fax Note 7671	Date 6/4	# of pages ▶ 2
To Don Green	From Renee
Co./Dept. Airport	Co. City
Phone #	Phone # X256
Fax # 521-1735	Fax #

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the ____ day of _____, 1998, by and between John P. Marinoni Construction Company, Inc. herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

W I T N E S S E T H:

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

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Fueling Facility Improvements Phase II Fuel Farm, Fayetteville Municipal Airport, dated April, 1998.

Advertisement for Bids	Payment Bond
Instructions to Bidders	General Conditions
Bid and acceptance thereof	Supplemental Conditions
Performance Bond	Specifications
	Drawings (See Sheet Index below)

SHEET INDEX

Sheet No.	Description
1	Cover
2	Project Layout Plan
3	Enlarged Site Plans
4	Foundation and Pavement Details
5	Piping Plan, Sections, and Details
6	Tank Details
7	Details
8	Details
9	Closure Plan for Existing Fuel Farm
10	Electrical Site Plan and Details
11	Electrical Control Plan

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:
Five-hundred seventeen thousand one-hundred thirty Dollars ($ 517,130), said amount being the sum of the base bid, less the proposed amount of Deductive Alternate Proposal No. 1.

3. The Work will be substantially completed within 150 days after the date when the Contract Time commences to run as provided in Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within 180 days after the date when the Contract Time commences to run.

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 above for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.

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

6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

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

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

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

SEAL:

John P. Marinoni Construction Co., Inc.
CONTRACTOR

WITNESSES:

By /John P. Marinoni

Stephen Smith

President
Title

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

ATTEST:

By _____
Fred Hanna, Mayor

_____
Clerk

Approved as to form:

_____ Attorney for Owner

CHANGE ORDER No. 1

Date: _____

ENGINEER'S PROJECT NO. FY962146

PROJECT: Fueling Facility Improvements - Phase II, Fayetteville Municipal Airport Fuel Farm

CONTRACTOR: John P. Marinoni Construction Co., Inc.

Contract for $517,130.00 Contract Date: _____

TO: John P. Marinoni Construction Co., Inc.
Contractor

You are directed to make the changes noted below in the subject Contract:

City of Fayetteville
Owner

By: _____

Nature of the Changes:

1. Substitute a skid-mounted, factory-assembled fueling system for the built-in-place system shown in the Contract Documents;

2. Reduce the scope of electrical work by eliminating trenching duplication, using native soil backfill vs. Class 7 base (except under paved traffic areas), and narrowing the grounding circuit trench width;

3. Reduce the concrete slab work commensurate with item 1, above; and

4. Replace the catwalk structure with individual ladder/platform access systems for each fuel tank.

Justification:

In order to optimize the fueling operation and to decrease the initial cost of the project

---

These changes result in the following adjustment of Contract Price and Contract Time:

CONTRACT PRICE prior to this Change Order:	$ 517,130
Estimated Decrease Resulting from this Change Order:	$ (29,300)
Estimated CONTRACT PRICE Including this Change Order:	$ 487,830

C:\WORK\96\96146\CO-1.

Substantial Completion Time Prior to This Change Order: 150 Calendar Days

Final Completion Time Prior to This Change Order: 180 Calendar Days

Net Time Change Resulting From This Change Order:

a. Substantial Completion: No Change
b. Final Completion: No Change

Current Contract Completion Dates Including This Change Order:

a. Substantial Completion: 150 calendar days
b. Final Completion: 180 calendar days

The Foregoing Changes Are Recommended:

McCLELLAND CONSULTING ENGINEERS, INC.

By: _____

Date: _____, 1998

The Foregoing Changes Are Accepted:

John P. Marinoni Construction Co., Inc.

By: _____

Date: _____, 1998

The Foregoing Changes Are Approved:

CITY OF FAYETTEVILLE

By: _____

Date: _____, 1998

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government	Date Requested	Adjustment #
1998	Division: Airport	06/25/98	
	Program: Airport Capital		

Project or Item Requested:
Additional funding is requested for the Fuel Farm Replacement Project on Drake Field.

Project or Item Deleted:
The funding proposed for this project is from project # 97048, Safety Area Maintenance & Drainage, project #97051, General Aviation Terminal Renovation and a portion of project # 98055, Baggage Belt Replacement.

Justification of this Increase:
The project is needed to comply with federal environmental regulations that become effective in December 1998.

Justification of this Decrease:
The Fuel Farm Replacement Project is a higher priority than the other projects.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Fixed Assets	[illegible]	[illegible]	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Buildings & Grounds Maintenan	163,266	5550 3960 5400 00	8 1
Building Costs	90,000	5550 3960 5804 00	1
Buildings [illegible]	19,047	50 [illegible]	

Approvals | For Office Use

Requested By

6-25-98
Budget Coordinator — Date

Department Director — Date

Admin. Services Director — Date

6/30/98
Mayor — Date

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

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TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
JULY 7, 1998

A meeting of the Fayetteville City Council will be held on July 7, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from June 16, 1998, meeting.

B. **WATER LINE REPLACEMENT:** A resolution approving the construction contract with Goodwin and Goodwin, Inc. in the amount of $368,615 for Rolling Hills Area Phase II- water line replacement and $44,235 for project contingency and approval of a budget adjustment.

C. **LAND ACQUISITION:** A resolution approving the acquisition of land for the extension of Sunbridge Drive from Villa Boulevard to College Avenue and approval of a budget adjustment providing funding for the purchase.

II. OLD BUSINESS

A. **RZ 98-10.00:** An ordinance approving a rezoning request submitted by Demaree Media, Inc. for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O Residential Office. The property contains approximately 2.34 acres. Item was left on the second reading at the June 16 meeting.

B. **LANDING FEES:** An ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, an use in negotiating future leases and airport agreements. Item was left on the second reading at the June 16, 1998 meeting.

C. **SUTTON STREET:** A report from the City Attorney on the Sutton Street offer and acceptance.

D. **HOG CITY DINER:** A resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.

III. NEW BUSINESS

A. **PETITION FOR REFERENDUM:** A public hearing for all who wish to be heard on the question of whether or not the petition for referendum was signed by the requisite number of petitioners.

B. **PETITION FOR REFERENDUM:** A resolution finding that the referendum petition on Resolution 51-98, a resolution declaring the Human Dignity policy of the City of Fayetteville, was signed by the requisite number of petitioners and setting a date for the referendum election.

C. **CRACKER BARREL:** Appeal of a Planning Commission decision to deny a variance request to erect one free standing pole sign for Cracker Barrel restaurant.

D. **VAC 98-5.00:** An ordinance approving a right-of-way vacation request submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and East of Highway 71 and Futrall Drive. The request is to vacate approximately 0.37 acres of City right-of-way extending approximately 315 feet east of Futrall Drive.

E. **ORDINANCE AMENDMENT:** An ordinance amending Section 33.049 of the City code of ordinances to allow certain designated non-Fayetteville Fire Department personnel to ride Fayetteville Fire Department vehicles within prescribed FFD policies.

F. **RZ 98-11.00:** An ordinance approving a rezoning request submitted by Hailey/Amiroez Associates on behalf of Fayetteville School District for property located north of Mount Comfort and west of Salem Road. The property is zoned R-1, Low Density Residential. The request is for P-I, Institutional, and contains approximately 20 acres.

WATER LINE
IB1

STAFF REVIEW FORM

__X__ AGENDA REQUEST
__X__ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of **July 7, 1998**

FROM:

Sid Norbash	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of: (1)the construction contract with Goodwin& Goodwin, Inc. in the amount of $368,615.00 for the Rolling Hills Area Phase II- Water Line Replacements (2)$44,235 (12%)for total project contingency (3) the related budget adjustment.

COST TO CITY:

$412,850	$399,794	Rolling Hills Area Phase II W/L
Cost of this Request	Category/Project Budget	Category/Project Name
5400-5600-5808-00	$732	Capital Water Mains
Account Number	Funds Used To Date	Program Name
95038 and 96054	$399,062	Water & Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _X_ Budgeted Item __X__ Budget Adjustment Attached

6-12-98
Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer 6-12-98
Accounting Manager Date

ADA Coordinator Date

12 Jun '98
City Attorney Date

Yolanda Fields 6-12-98
Internal Auditor Date

6-15-98
Purchasing Officer Date

STAFF RECOMMENDATION: Approval of contract, contingency, and the budget adj.

6/12/98
Division Head Date

Cross Reference

15 JUN 98
Department Director Date

New Item: **Yes_X No__**

6/15/98
Administrative Services Director Date

Prev Ord/Res #:_____

6/16/98

Orig Contract Date:_____

WATER LINE
IB2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Kevin Crosson, Public Works Director
Charles Venable, Assistant PWD
Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer

Date: June 11, 1998

Re: **Rolling Hills Area Phase II -**
Water Line Replacement Project

The above referenced project is a Capital Improvement Project, as part of the Capital Water Main Improvements.

There are two projects which involve Old, small, and leaky water lines that are scheduled for replacement. The Old Wire Rd. - Water Line Replacement Project ($120,000 budgeted)and Rolling Hills Water Line Replacement Project ($279,794 budgeted) were combined, since they were in the same vicinity, to obtain more favorable contract prices.

These two projects have been engineered by the City Staff, and the Staff will also manage the construction in house.

On June 10, 1998, official bids were received, and the results were as follows:

Fayette Tree and Trench, Inc.	$417,455.00
Goodwin and Goodwin, Inc.	$368,615.00

For more details please see the attached bid tabulation sheets.

The Staff is requesting that the Council approve the following:

(1) Construction contract with the low bidder Goodwin and Goodwin, Inc. in the amount of $368,615.00
(2) The attached budget adjustment which combines both project and adds $13,788 of additional funds to allow a 12% contingency.
(3) $44,235 (12%) for total project contingency, due to the nature of these projects which are in established neighborhoods.

SN/sn
Attachments: Budget Adjustment/Vicinity Map/Bid Tabulations

WATER LINE
IB3

33

ROLLINS

AVENUE

AVENUE

ETON

ST.

MISSOURI

LOXLEY

FURMAN

ST.

DRIVE

HILLS

GLENN LN.

SHERYL

ELIZABETH

OAKCLIFF

STREET

ROSEMONT

ST.

RD.

OAKS

MANOR

DR.

WOOD

AVE.

SHERYL

AVE.

ROSEWOOD

DR.

CENTER

LOXLEY

AVENUE

STAGECOACH DR.

WILKINS

PLACE

DR.

HILLDALE DR.

STANTON

MEADOWCLIFF

DR.

WOODBROOK

DR

ELIZABETH

AVENUE

CENTURY DR

Old Wire Rd.

Indicates
W/L Replacements

GULLEY

PARK

COMMON DR.

35

36

TREET

Township

3

2

TERRY

DR.

SUNNY

WOOD DR.

WOOD DR

RIMROSE LN.

WATER LINE
IB4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Public Works	Date Requested	Adjustment #
1998	Division: Water & Sewer	06/12/98	
	Program: Capital Water Mains		

Project or Item Requested:
Approval is requested to combine the Rolling Hills WaterLine Replacement Project and the Old Wire Road 2 1/4" Water Line Replacement Project into one project and obtain additional funding for a project contingency.

Project or Item Deleted:
None. Funding proposed for this adjustment is from the Water and Sewer Cost Share Project.

Justification of this Increase:
A project contingency of 12% has been requested and the additional funds are needed to completely fund the contingency.

Justification of this Decrease:
Sufficient funds remain in this project to meet anticipated needs for this year.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Capital Water Mains	133,788	5400	5600		5808	00	95038	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Capital Water Mains	120,000	5400	5600		5808	00	96054	1
Capital Water Mains	13,788	5400	5600		5808	00	97021	20

Approval Signatures

Requested By	6-12-98 Date
Budget Coordinator	6-12-98 Date
Department Director	15JUN98 Date
Admin. Services Director	6/15/98 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

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PROJECT NO. _____

BID TABULATION

BID OPENING June 10, 1998

PROJECT Rolling Hills Area Phase II, Water Line Replacements

ITEM NO.	QUANTITY	DESCRIPTION	CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR	
			Goodwin & Goodwin		Fayette Tree & Trench					
			UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	9,000	(6)in.PVC Water Line	16.00	144,000.00	16.00	144,000.00				
2	1,600 lf	(8)in.PVC Water Line	18.00	28,800.00	19.00	30,400.00				
3	1,200ton	Class 7 Aggreg.backf.	17.00	20,400.00	18.50	22,200.00				
4	2,000lbs	Comp.ductile iron ftgs	3.50	7,000.00	4.80	9,600.00				
5	11 ea	(6)" gate valve w/box	475.00	5,225.00	510.00	5,610.00				
6	4 ea	(8)" gate valve w/box	650.00	2,600.00	595.00	2,380.00				
7	5 ea	6"x6" Tap.Sl& Tap.Val	1,350.00	6,750.00	1,490.00	7,450.00				
8	1 ea	8"x8" Tap.Sl& Tap.Val	1,650.00	1,650.00	1,490.00	1,490.00				
9	10 ea	FHyd.Assemb.t's &gatV	2,200.00	22,000.00	2,200.00	22,000.00				
10	9 ea	Reconnect Serv.Lines Type A	350.00	3,150.00	925.00	8,325.00				
11	72 ea	Reconnect Serv.Lines Type B	220.00	15,840.00	595.00	42,840.00				
12	Lump Sum	Top soil/seed/mulch.	5,000.00	5,000.00	15,900.00	15,900.00				
13	Lump Sum	Remove Pres.& Relay existing sod/lay new	30,000.00	30,000.00	15,900.00	15,900.00				
14	250SY	Concrete Street Repr.	40.00	10,000.00	60.00	15,000.00				
15	450SY	Asphalt Street Repr.	38.00	17,100.00	50.00	22,500.00				
16	500SY	4" thickness concrete driveway repair	35.00	17,500.00	35.00	17,500.00				
17	Lump Sum	Mobilization & Storg.	8,000.00	8,000.00	4,000.00	4,000.00				
18	Lump Sum	Trench Safety Require.	1,000.00	1,000.00	8,000.00	8,000.00				

PROJECT NO. _____

BID TABULATION
ADDENDUM NO. 1

BID OPENING June 10, 1998

PROJECT Rolling Hills Area Phase II, Water Line Replacements

ITEM NO.	QUANTITY	DESCRIPTION	CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR	
			Goodwin & Goodwin		Fayette Tree & Trench					
			UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
19a	Lump Sum	Garland Ave. Tasks 1& 2	$13,800.	$13,800.00	$12,000.	$ 12,900.00				
b	20 L.F.	Fire Hydrant Exten.	50.	1,000.00	350.	7,000.00				
c	300 L.F.	St. bor. w/2"PVC Cond. Encasement	26.	7,800.00	8.50	2,550.00				
		Addendum Total	22,600.	22,600.00	22,450.	22,450.00				
		Grand Total		$368,615.00		$417,455.00				

CONTRACT

THIS AGREEMENT, made and entered into the 7th day of July, 1998, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and Goodwin & Goodwin, of the City of Ft. Smith, AR, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for water system improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 95-55 which shall be the water system improvements for Sheryl Ave (Oaks Manor to Rolling Hills), Glenn Lane, Bonnie Lane and additional appurtenances, Fayetteville, Arkansas; including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being

Three Hundred Sixty-Eight Thousand, Six Hundred Fifteen

dollars ($ 368,615.00), such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within sixty (60) calendar days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, it any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of one hundred dollars ($100.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should be surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

_____
Firm Name

By_____

_____

_____
Witnesses*

*If corporation, secretary should attest.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:

_____
Fred Hanna, Mayor

_____
Traci Paul, City Clerk

End of Contract

LAND AQUISITION
IC1

STAFF REVIEW FORM

__X__ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of ~~JUNE 16, 1998~~ JULY 7

FROM:

Ed Connell — Engineering — Public Works
Name / Division / Department

ACTION REQUIRED: Resolution approving the acquisition of land for the extension of Sunbridge Drive from Villa Boulevard to College Avenue. Approval of a budget adjustment is requested providing funding for the purchase.

COST TO CITY:

$ 349,725	$341,320	Sunbridge Ext.-Villa to College
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$ 27,228	
Account Number	Funds Used To Date	Program Name
97029-0030	$314,092	Sales Tax CIP
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __X__ Budgeted Item __X__ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Cranmer — Accounting Manager — 5-28-98 Date
[illegible] — City Attorney — 5-29-98 Date
P Vice — Purchasing Officer — 5-29-98 Date

GRANTING AGENCY:

Yolanda Dulds — Internal Auditor — 5-29-98 Date
ADA Coordinator — Date

STAFF RECOMMENDATION: Staff recommends approval of acquisitions and budget adjustment so that this project can be scheduled for implementation.

Division Head — 5/28/98 Date
Department Director — 6/1/98 Date
Administrative Services Director — 6/1/98 Date
Mayor — 6/2/98 Date

Cross Reference

New Item: Yes ____ No ____

Prev Ord/Res #: _____

Orig Contract Date: _____

LAND AQUISITION
IC2

EVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: May 26, 1998

TO: Fayetteville City Council
Fred Hanna, Mayor
Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Don Bunn, City Engineer

FROM: Ed Connell, Land Agent

RE: Sunbridge Drive Extension to College Avenue
Right of Way Acquisition

The City has developed plans for the extension of Sunbridge Drive from Villa Boulevard east to College Avenue, thus providing another East-West corridor between College Avenue and Gregg Avenue. This project is intended to relieve some of the heavy traffic along Township and the turning traffic at Township and College. Sunbridge runs parallel with and about one-quarter mile North of Township Road. With this extension, the City will be able to close Villa Blvd. at the intersection with College Ave. Villa Blvd. currently intersects College Avenue about 300 feet North of the College/Township intersection -- is extremely difficult to enter or exit from College onto Villa and visa-versa. This project has been in the planning and engineering phases for almost two years and the acquisition negotiation stage for the last eight months.

Three properties are involved with this extension project, namely;

Tract #1 Owners: Roanld W. Curry and Mary A. Curry Family Trust
2442 Jimmie Avenue
Fayetteville, AR 72703, phone: 443-8056

Kevin Curry & Barbara Curry
59 Livingston St., Apt. 6A
Brooklyn Heights, NY 11201

Represented BY: James N. McCord, Attorney at Law
207 West Center Street
Fayetteville, AR 72701, Phone: 442-8846

Tract #2 Fayetteville Partners, an Arkansas General Partnership
ArkBest Realty, Inc.
Charles D. Davidson, Owner and Attorney at Law
P.O. Box 1300
Little Rock, AR 72203
501-374-7222: Carrie Holyfield, Property Manager

LAND AQUISITION
IC3

Tract #3

The University of Arkansas Foundation, Inc.
David R. Malone, Executive Director
2 East Center Street
Fayetteville, AR 72701
575-5581

Acquisition negotiations for the required right of way with these three owners began about eight months ago (October, 1997). After appraisals were conducted on two of the three tracts, there appeared to be a sizeable discrepancy between the appraised value of the land involved and the value the owners were willing to accept for such land. In the two appraised cases (TR #1 and TR #2), commercial small businesses were being displaced and the taking of the land for roadway purposes left a remainder on one tract that was not commercially viable for it's intended use. After many rounds of negotiations, especially for the first two tracts, the following tabulation outlines the final negotiated settlement reached with the ownerships:

		Initial Offer	Settlement
Tract #1	Curry		
	Land (15,794 ft²)	94,764	128,600
	Improvements	46,000	46,000
	TCE (4,117 ft²)	2,470	3,335
	Severance Damages	0	23,500
		$ 143,234 (166,734)*	201,435
Tract #2	Fayetteville Partners		
	Land (9,088 ft²)	54,900	74,000
	Improvements	42,000	42,000
	TCE (3,092 ft²)	2,360	3,190
		$ 99,260	119,190
Tract #3	U of A Foundation, Inc.		
	Land (4,596 ft²)	23,000	23,000
	Improvements	NONE	NONE
	TCE (4,130 ft²)	2,100	2,100
		$ 25,100	25,100
	TOTAL	**$ 267,594 (291,094)**	**$ 345,725**

* Severance damages were determined by appraiser after initial appraisal and offer.

The above total in parenthesis represents the initial offer on these properties plus the later determined severance damages to Tract #1,. which should have been part of the initial offer. The final settlement figures represent an 18.8 % increase over what should have been the initial offer. Basically, the value of land fronting College Avenue went from $6.00/ft² to $8.14/ft². Owners value this land at $9-10/ft².

DISCUSSION:

TRACT # 1: Ronald W. Curry and Mary A. Curry Trust,
Ronald W. Curry and Mary A. Curry, Trustees
Kevin Curry and Barbara Curry, Represented by Jim McCord

Property Location: 2571 North College Ave.

The Curry's own the 1.20 acre tract at the above address and illustrated in the attached diagram. This property is approximately 130 foot average in width and approximately 400 feet deep as shown. The right of way requirement from this parcel amounts to 0.36 acres and includes one of the commercial businesses (Justin's Clubhouse) on this property, leaving 0.84 acre as remainder. Prior to negotiations for the right of way requirement, Mr. Curry had been approached and a offer was made by "Wendy's" for the purchase of the entire tract for $9.00/ft². When Wendy's was advised of the City project, they virtually backed out of the deal. The remainder land was insufficient for Wendy's requirements. Mr. Curry and Mr. McCord have furnished the City a copy of that offer, which is available for your review if required.

The right of way acquisition area was appraised on April 16, 1997 based upon a preliminary estimate of the requirement area, a copy of the pertinent parts being included herewith. The area of requirement was subsequently expanded from 0.308 acre to 0.363 acre. The initial offer of $143,234 (October 6, 1997) was rejected by the clients, who countered with a figure of $243,234 (see letter of February 4, 1998). The Currys' maintain that considerable severance damage to the remaining property has been caused by the City taking since City regulations would not allow for the construction of a Wendy's Restaurant and the remainder was less than their requirement of 1.0 acre minimum.

On March 5, 1998, the City countered with an offer of $177,935, being consistent with the land value being offered to the adjacent property owner (Fayetteville Partners). In the meantime, the City requested our appraiser to review the status of the Curry taking, particularly in view of the limitations that City regulations would place on any construction in the remaining area. Mr. McCord and Kevin Curry rejected the above City offer by their letter of March 16, 1998 and countered with a figure of $218,234. On April 2, 1998, the City received a letter from Keith Schultz, our appraiser, which recognized $23,500 worth of severance damages to the Curry property due to the restrictions on development imposed by the partial taking. Recognizing that severance damages are independent of the value of land, the City, by offer letter dated April 7, 1998, raised it's previous offer by the severance damage amount to $201,435. This offer was verbally accepted by the owners although we have not received the *Offer and Acceptance Contract* which accompanied that offer. The agreement settled on a land value of $8.14/ft² which has some comparable sales within the general area. Copies of all correspondence is included herewith in Addendum "A" of this Agenda Request.

TRACT 2: FAYETTEVILLE PARTNERS, an Arkansas General Partnership
Charles D. Davidson, Attorney and Owner
Carrie Holyfield, Property Manager

Property Location: 2516 North College Avenue

Fayetteville Partners owns a 1.39 acre tract of land with over 300 feet of frontage along College Avenue. This property extends West to Villa Drive, slightly over 350 feet on the North side. This property houses four commercial businesses, namely; (1) a day care center on the West side, a radio station and an insurance company in the Southeast corner(single building) and a used car dealership (Ward Bros. Auto) in the Northeast corner. As shown in the attached diagram, the extension of Sunbridge Drive will require a small portion off of the North side of the day care center, however, will require almost the entirety of the auto dealership, which includes the small building associated with it. The businesses and building in the Southeast portion of the property will not be affected. The City requirements include 100 feet of frontage along College Avenue, 0.21 acres in total, leaving a remainder of 1.18 acres.

The right of way acquisition was appraised on September 7, 1997. With the appraised value of $96,900 and a Temporary Construction Easement value of $2,360, Fayetteville Partners was offered $99,260 for the acquisition on October 10, 1997. Mr. Davidson rejected this offer by letter of October 14, 1997, indicating that the building value was considerably greater than the replacement cost. Davidson further indicated that, in his opinion, the East half of this property should be valued at $10.00/ft², while the West half could have a value of $6.00/ft². The appraisal valued the entire land at $6.04/ft². Our appraiser indicated that no severance damages would be applicable in this case.

It took some time to figure out where Mr. Davidson was coming from regarding the utilization of Capitalization Rates to establish values, but on December 12, 1997, the City responded with a comprehensive analysis of capitalization application for the specific acquisition as associated with the Ward Brothers Auto area. The City, however, did raise the offer by 10% to $109,190. After receipt of this offer, Ms. Holyfield, in a telephone conversation with Ed Connell, indicated a possible settlement could be reached if the City would consider an additional $10,000 to the December 12, 1997 offer. In an effort to reach this final settlement, the City agreed to a final offer of $119,190, subject to City Council approval and was presented in our letter of March 24, 1998. Fayetteville Partners accepted this offer in their FACSIMILE letter dated March 24, 1998. Based upon this offer and acceptance, the value for the acquired land was determined to be $8.14/ft². An *Offer and Acceptance Contract* was sent to Fayetteville Partners on April 6, 1998 and signed copies of this and other associated documents returned to the City by Fayetteville Partners letter of April 20, 1998 with two unresolved issues. The City responded to the unresolved issues with our letter of April 29, 1998. Copies of all of this correspondence is included in Addendum "B" of this Agenda Request.

TRACT 3: University of Arkansas Foundation, Inc.
David R. Malone, Executive Director

Location: North and South of Sunbridge Drive, West of Villa Boulevard

The U of A Foundation owns a 9.75 acre tract of unimproved land on the West side of Villa Boulevard. The existing Sunbridge Drive goes through the North portion of this property as noted in the vicinity map attached herewith. A small amount (0.10 acre) of additional right of way is required for the Sunbridge Extension project, 7 to 12 feet on each side of the existing roadway, so as to achieve the proper alignment with the new extension as well as to construct sidewalks at Villa Boulevard. This acquisition was not appraised by an independent appraiser; the City estimated the value of the land to be $5.00/ft². Temporary Construction Easement value is estimated at 10% of land value or $0.50/ft².

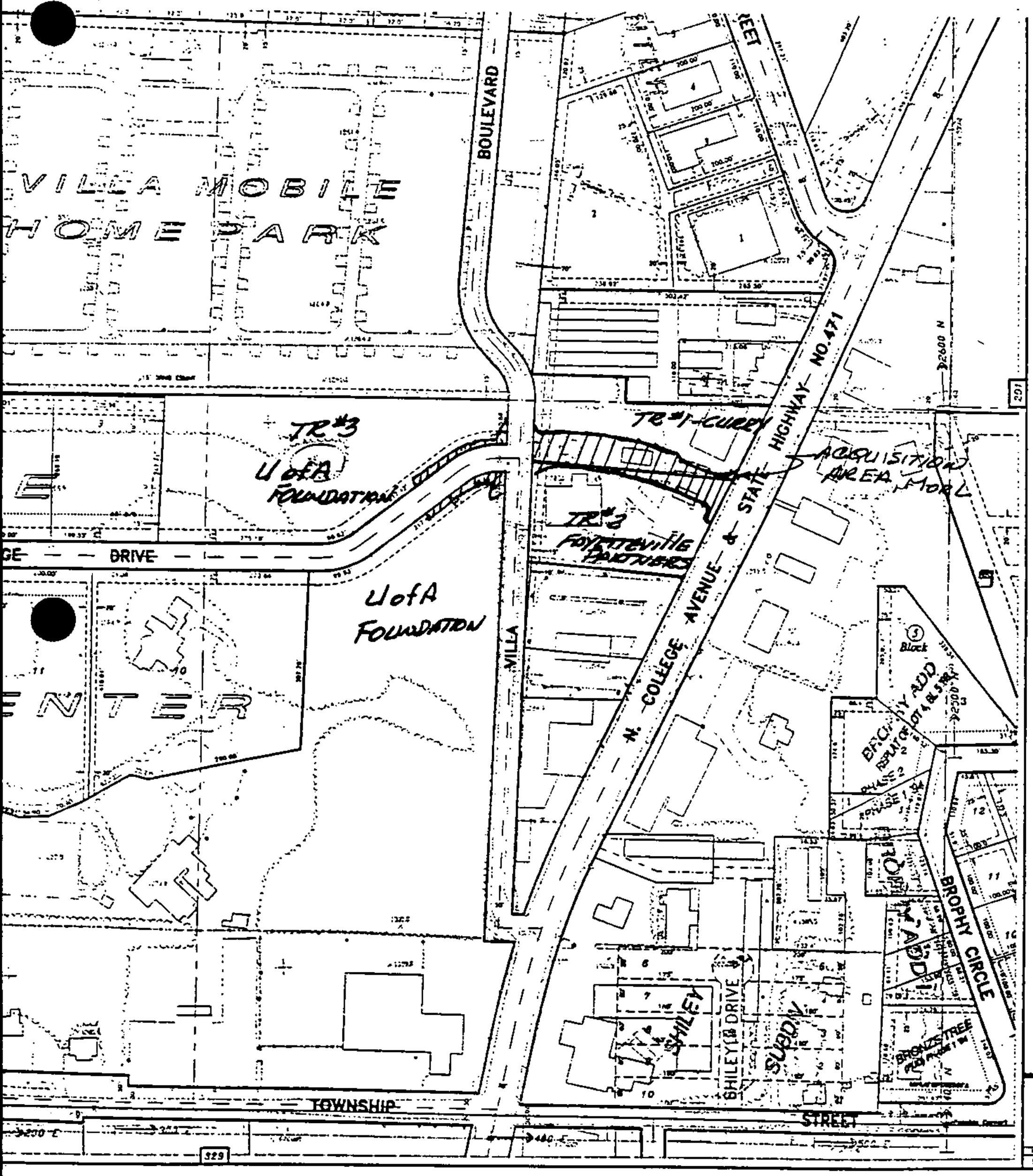
The initial Offer letter for $25,100 was sent to the U of A Foundation on October 10, 1997. Mr. Malone presented this offer to the Foundation directors in late November, 1997. The offer was approved and Mr. Malone signed a copy of such offer letter on December 2, 1997. This offer was contingent upon City Council approval.

GENERAL DISCUSSION:

The cost of land acquisition for this project is substantial compared to the cost of construction or the cost of most roadway acquisitions. The predominant factor is that very expensive land is being acquired on property that is fully developed for commercial purposes. Whereas the benefits of such an extension will be considerable, particularly with relief to the traffic problems the City has on Township Road, this project has been necessary for a number of years. City staff engineers have worked closely with the clients on this roadway extension and have made physical commitments as outlined in the correspondence that will be included in the final construction drawings for this project. The City staff strongly recommends approval of these acquisitions for implementation of this project. The City has also committed to pay for six months of real estate taxes on the portions acquired for Tracts #1 and #2. These total $693.46 which will come out of the closing cost allowance of $4000.

LAND AQUISITION
IC7

VICINITY MAP



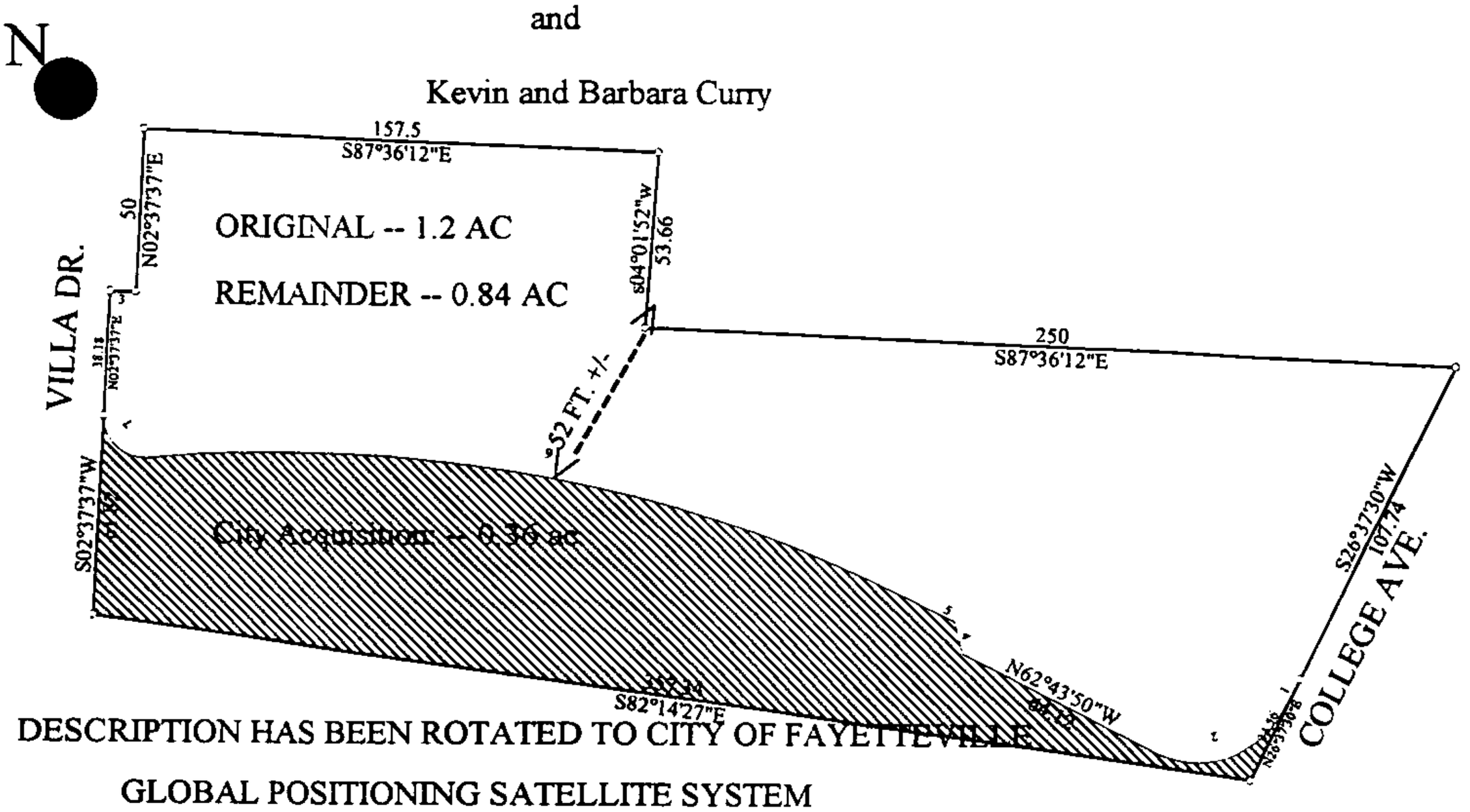
LAND AQUISITION
IC8

TRACT # 1

Donald W. Curry & Mary A. Curry, Trustees of the Curry Family Trust u/t/d 9-20-93

and

Kevin and Barbara Curry



DESCRIPTION HAS BEEN ROTATED TO CITY OF FAYETTEVILLE

GLOBAL POSITIONING SATELLITE SYSTEM

File: Curry Property Acquisition	Date: 04-10-1998
Scale: 1 inch = 60 feet	File: SUNB-01T.WMF

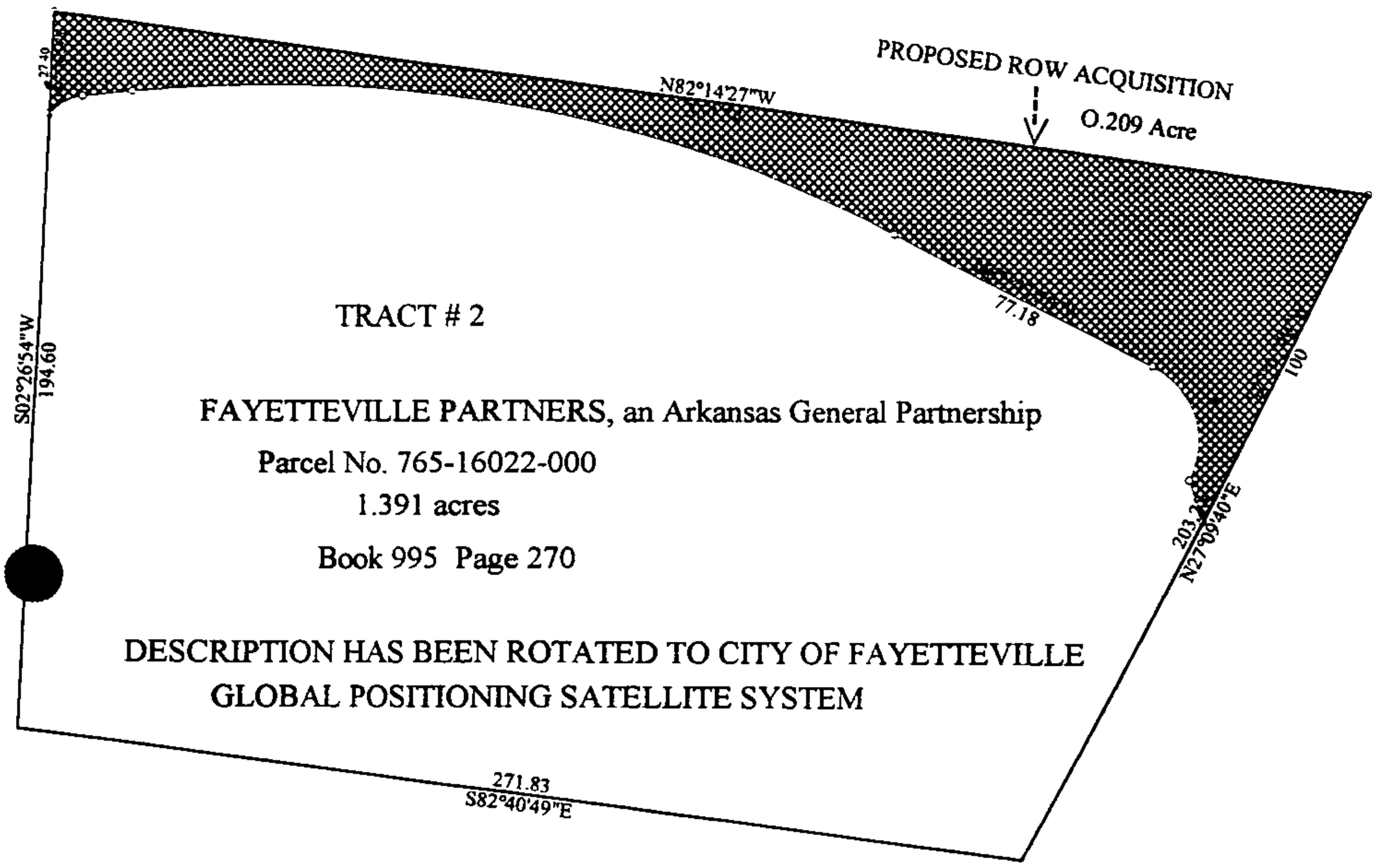
Tract 1: 0.363 Acres: 15809 Sq Feet: 1468.7 Sq Meters: No significant closure error. : Perimeter = 864 feet
Tract 2: 1.204 Acres: 52438 Sq Feet: 4871.6 Sq Meters: No significant closure error. : Perimeter = 1118 feet

001=/N87.3612W 317
002=/S26.3730W 107.94
003=S29.5206W 10
004: Rt, R=30, Arc=47.97, Delta=91.3724
Bng=S71.2816W, Chd=43.02
005=N62.4350W 64.12
006=N14.0826W 10
007=N62.4350W 6.76
008: Lt, R=435, Arc=249.60
Bng=N79.1006W, Chd=246.18
009: Rt, R=12.5, Arc=21.43
Bng=N46.2920W, Chd=18.90
010=S02.3737W 61.82
011=S82.1427E 357.34
012=N26.3730E 34.56
013=@11
014=**N02.3737E 61.83
015=N02.3737E 38.18
016=S87.3612E 7.6
017=N02.3737E 50
018=S87.3612E 157.5
019=s04.0152w 53.66
020=S87.3612E 250
021=S26.3730W 107.74
022=**S26.3730W 34.56
023=**n82.1427w 357.34

ADDENDUM "A" CONTENTS
TIME LINE
CURRY FAMILY TRUST & KEVIN AND BARBARA CURRY

04-07-97	Letter to Associated Appraisers requesting appraisal.
04-16-97	Date of Appraisal.
10-06-97	Original Offer Letter -- $143,234.
02-04-98	Letter from Jim McCord -- counter offer; $243,234.
03-05-98	Revised Offer Letter -- $177,935.
03-16-98	Letter from Jim McCord -- counter offer; $218,234.
04-02-98	Letter from Associated Appraisers; $23,500 severance damages.
04-07-98	Revised Offer Letter No. 2 -- $201,435: offer accepted verbally.
04-29-98	Letter from McCord indicating specific construction requirements.
05-01-98	Sent *Offer and Acceptance Contract* for client signature.

LAND AQUISITION
IC10



TRACT # 2

FAYETTEVILLE PARTNERS, an Arkansas General Partnership

Parcel No. 765-16022-000

1.391 acres

Book 995 Page 270

DESCRIPTION HAS BEEN ROTATED TO CITY OF FAYETTEVILLE
GLOBAL POSITIONING SATELLITE SYSTEM

Title: Fayetteville Partners, College Avenue Property: Proposed ROW	Date: 08-28-1997
Scale: 1 inch = 50 feet	File: SUNB-FP3.WMF

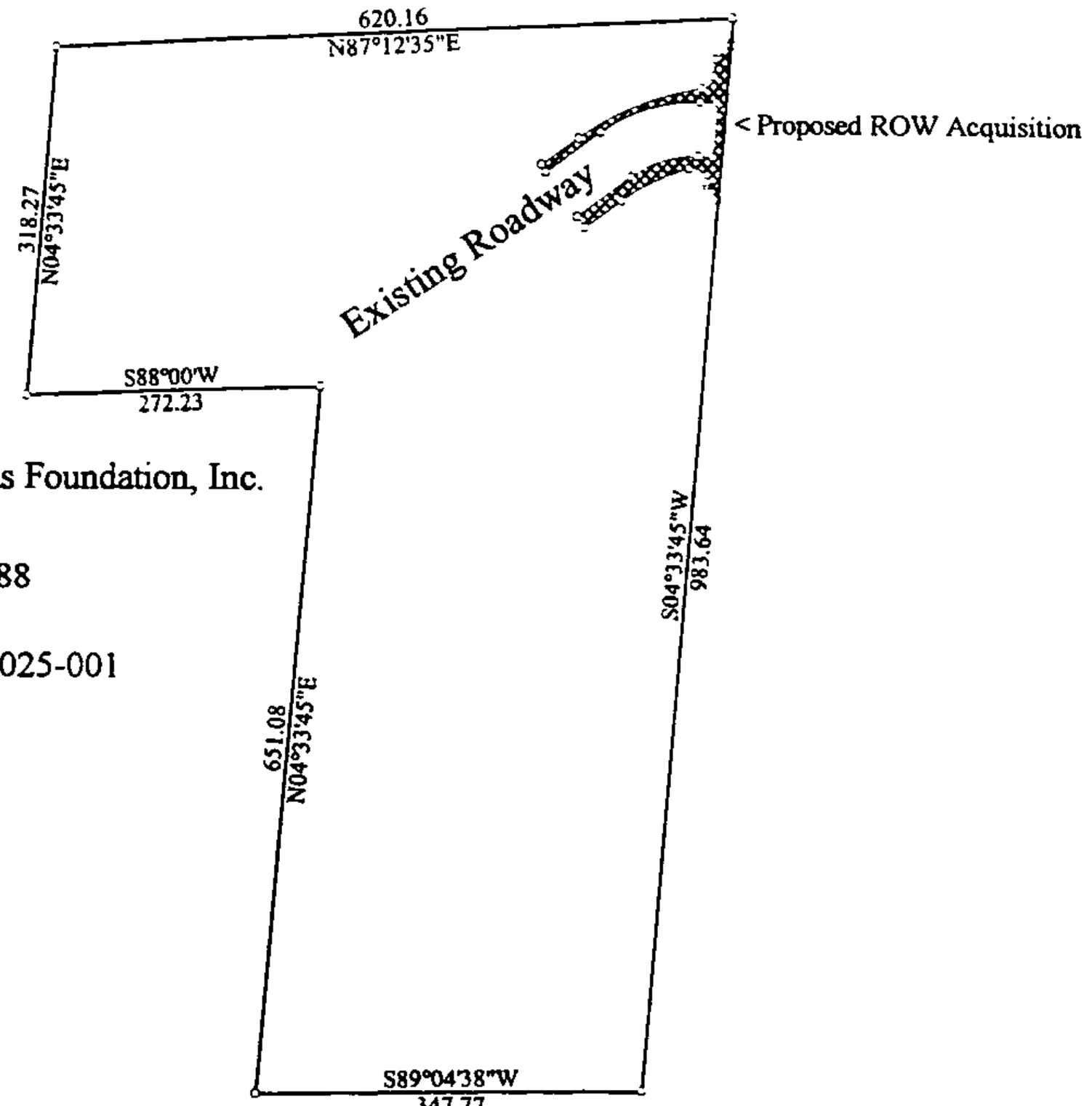
Tract 1: 1.391 Acres: 60601 Sq Feet: 5630.0 Sq Meters: No significant closure error. : Perimeter = 1027 feet
Tract 2: 0.209 Acres: 9087 Sq Feet: 844.2 Sq Meters: No significant closure error. : Perimeter = 845 feet

001=/N90.0W 317
002=/S27.0940W 142.5
003=/S27.0940W 203.22
004=N27.0940E 203.22
005=N82.1427W 357.34
006=S02.2654W 194.60
007=S82.4049E 271.83
008=@6
009=**S82.1427E 357.34
010=S27.0940W 100
011=N17.5837W 11.75
012: Lt, R=23, Arc=36.08
Bng=N17.4705W, Chd=32.5
013=N62.4350W 77.18
014: Lt, R=365, Arc=212.46
Bng=N79.2423W, Chd=209.48
015=S83.5505W 13.05
016: Lt, R=12.5, Arc=10.06
Bng=S60.5350W, Chd=9.80
017=N02.2654E 27.40

ADDENDUM "B" CONTENTS
TIME LINE
FAYETTEVILLE PARTNERS

9-3-97	Letter to Associated Appraisers requesting appraisal.
9-5-97	Date of Appraisal.
10-10-97	Offer Letter -- $99,260.
10-13-97	Letter from Carrie Holyfield -- some questions.
10-14-97	Letter from Charles "Skip" Davidson -- counter offer.
10-20-97	Letter to Associated Appraisers, with copy of 10-14-97 counter offer, asking for opinion.
11-4-97	Letter from Associated Appraisers with response to letter of 10-20-97.
12-12-97	Offer Letter #2 -- $109,190.
3-24-97	Letter from City as backup to verbal agreement to $119,190.
3-24-97	Letter from Fayetteville Partners accepting $119,190.
4-1-98	Wayne Ledbetter sent Fay. Part. plan view.
4-6-98	Revised Offer Letter for $119,190 and Offer and Acceptance Contract.
4-20-98	Received signed Offer and Acceptance Contract and documents.
4-29-98	Letter sent regarding entrance, curb cut, slab removal, etc.
4-30-98	Sent Fay. Part. their copy of Offer and Acceptance Contract.
5-14-98	$1,000.00 earnest money sent to Fayetteville Partners.

LAND AQUISITION
IC12



TRACT# 3

University of Arkansas Foundation, Inc.
1994
94-056988

Parcel No. 765-16025-001

DESCRIPTION HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM

Title: University Property	Date: 10-08-1997
Scale: 1 inch = 200 feet	File: SUNBR-03.DES

Tract 1: 9.746 Acres: 424533 Sq Feet: 39440.4 Sq Meters: Closure = s60.4011e 1.72 feet: Precision =1/1855: Perimeter = 3193 feet
Tract 2: 0.105 Acres: 4595 Sq Feet: 426.9 Sq Meters: Closure = n11.5147w 1.21 feet: Precision =1/751: Perimeter = 910 feet

001=/S90.00W 802.0
002=S04.3345W 983.64
003=S89.0438W 347.77
004=N04.3345E 651.08
005=S88.00W 272.23
006=N04.3345E 318.27
007=N87.1235E 620.16
008=@2
009=/S04.3345W 22.76
010=S04.3345W 142.60
011=N40.2615W 18.30
012=N04.1814E 2.18
013: Lt, R=12.50, Arc=23.80, Delta=109.0550
014: Lt, R=190.0, Arc=70.96, Delta=21.2350
015=S54.3905W 42.00
016=N35.2055W 12.14
017=N54.1329E 62.07
018: Rt, R=100.00, Arc=66.62, Delta=38.1007
019=S87.3624E 14.32
020=N04.1050E 50.0
021=N87.3624W 15.88
022: Lt, R=150.00, Arc=99.93, Delta=38.1007
023=S54.1329W 61.70
024=N35.2055W 7.86
025=N54.3905E 42.0
026: Rt, R=260.0, Arc=126.05, Delta=27.4638
027: Lt, R=12.50, Arc=17.13, Delta=78.3024
028=N04.0448E 15.12
029=N49.3345E 19.80

LAND AQUISITION
IC13

ADDENDUM "C" CONTENTS
TIME LINE
UNIVERSITY OF ARKANSAS FOUNDATION, INC.

10-10-97	Original Offer Letter -- $25,100.
12-03-97	Received signed copy of Offer Letter. Received signed Temporary Construction Easement

LAND AQUISITION
IC14

Documentation for addendums A, B, and C is available for review in the City Clerk's office.

LAND AQUISITION
IC15

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvement Fund	Date Requested	Adjustment #
1998	Division:	05/28/98	
	Program:		

Project or Item Requested:
Additional funding is requested for the Sunbridge Street Extension project.

Project or Item Deleted:
Funding proposed for this adjustment is from project #98029, Frontage and Zion Road Intersection Improvements.

Justification of this Increase:
Right of Way acquisition costs are far greater than originally anticipated.

Justification of this Decrease:
This project will be evaluated for possible inclusion in the 1999-2003 Capital Improvment Program,

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Street Improvements	271,000	4470	9470		5809	00	97029	30

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Street Improvements	271,000	4470	9470		5809	00	98029	20

Approval Signatures

Requested By		Date 5/28/98
Budget Coordinator		Date
Department Director		Date 5/28/98
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

C:\APP\98BUD\BAADJ\SUNBRID.WK4

SUTTON STREET
IIC1

PETITION

Keating Enterprises, Inc.

July 23, 1998

Mr. Jerry Rose, City Attorney
City of Fayetteville,
Administration Building
113 W. Mountain St.
Fayetteville, Ar. 72701

RE: RESPONSE TO OFFER & ACCEPTANCE DATED 6/1/98

Dear Mr. Rose;

We understand that the contract offered by the City for the 400 block Sutton St. property expired on June 12, 1998. However, we will not take title to the piece of property in question until June 30, 1998. Until that time we are not sure to be owners in deed. In addition, my neighbor, Wyit Wright, has suffered an illness in his family that has taken him from the City and his his attention from this matter. We feel more time is required. As a result, we propose to have a response to you by July 17, 1998.

If this would not impair the expeditious administration of the City or inconvenience you in an unacceptable way, we would beg your indulgence for such a concession in this triffling matter.

Best Regards,

R. J. (Dick) Keating
Keating Enterprises, Inc.
501-442-4762

cc: Wyit Wright
B. Savage

2592 N. Gregg St. Suite #24 Fayetteville, Ar. 72703 phone: 501-442-4762 fax 501-443-4752

SUTTON STREET
IIC2

PETITION

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

TRACT B:

A PART OF LOTS NUMBERED TWO (2), THREE (3), AND FOUR (4), IN BLOCK TEN (10), IN MASONIC ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE N89°59'51"E ALONG THE NORTH LINE OF SAID LOT ONE (1) 55.00 FEET; THENCE S00°00'47"W 172.00 FEET; THENCE EAST 15.00 FEET; THENCE S00°00'47"W 51.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°59'51"E 43.12 FEET; THENCE N02°16'55"E 51.04 FEET; THENCE N89°59'51"E 81.85 FEET; THENCE S00°00'47"W 63.22 FEET TO THE CENTER OF THE BRANCH; THENCE ALONG THE CENTER OF SAID BRANCH, THE FOLLOWING BEARINGS AND DISTANCES:

N89°03'51" E	11.05 FEET;
N71°39'06" E	30.07 FEET;
N64°27'26" E	37.03 FEET

TO A POINT WHICH IS SIXTY(60) FEET EAST TO THE WEST LINE OF SAID LOT FOUR (4); THENCE LEAVING SAID BRANCH S00°00'47" W 127.46 FEET TO THE SOUTH LINE OF SAID BLOCK TEN (10); THENCE WEST 200.00 FEET TO A POINT WHICH IS SEVENTY (70) FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK TEN (10); THENCE N00°00'47"E 114.06 FEET TO THE POINT OF BEGINNING, CONTAINING 26,877.1 SQUARE FEET (0.6170 ACRES), MORE OR LESS.

2. Purchase Price: Subject to the following conditions, the Buyer shall pay for the property at closing the total and cash payment of $52,000 .

3. Seller. It is Buyers understanding that the property described above is currently owned by the James D. January Family Trust and/or the Bobbie Jean January Revocable Living Trust (dated 2/26/93) hereinafter referred to as the January Trust. It is also the Buyers understanding that the January Trust has accepted an offer to purchase said property from Cyrus Mosley, et al, hereinafter referred to as seller and that closing is scheduled under the terms of the Offer and Acceptance between the January Trust and Seller on or before June 30, 1998. Based on these understandings the Buyer makes this offer to the Seller.

4. Conveyance will be made to Buyer by general warranty deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by Seller.

5. The Seller shall furnish a policy of title insurance at Buyer's expense in the amount of the purchase price from a title insurance company as selected by the Buyer.

6 Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

- Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

8. Closing costs. Buyer agrees to pay all reasonable and normal costs of closing.

SUTTON STREET
IIC3

CRACKER BARREL

9. The closing date is designated to be on the date the Seller closes with the January Trust and obtains title to the subject property or within 10 days of such date. Seller and Buyer shall share equally in the closing fees if an independent closing agent is retained for this purpose.

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

11. All fixtures, improvements and attached equipment are included in the purchase price.

12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance. Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

14 This **AGREEMENT** shall be governed by the laws of the State of Arkansas.

15. This **AGREEMENT**, when executed by both Buyer and Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

16. This contract expires, if not accepted, on or before the ~~12th~~ 19th day of June, 1998

SELLER:

CYRUS MOSLEY, et al.

By: _____ Date: _____
Title: _____

ATTEST:

By: _____ Date: _____

BUYER:

CITY OF FAYETTEVILLE, ARKANSAS,
A Municipal Corporation

By: Fred Hanna Date: 6/10/98
Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff Date: 6/10/98
Heather Woodruff, City Clerk

PETITION
IIIB1

RESOLUTION NO. _____

A RESOLUTION FINDING THAT THE REFERENDUM PETITION ON RESOLUTION 51-98, A RESOLUTION DECLARING THE HUMAN DIGNITY POLICY OF THE CITY OF FAYETTEVILLE, WAS SIGNED BY THE REQUISITE NUMBER OF PETITIONERS; SETTING A DATE FOR THE REFERENDUM ELECTION; AND REQUESTING THE COUNTY BOARD OF ELECTION COMMISSIONERS TO PLACE THE REFERENDUM ON THE BALLOT.

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

Section 1. The City Council hereby finds that the referendum petition on Resolution 51-98, a resolution declaring the Human Dignity Policy of the City of Fayetteville, was signed by the requisite number of signatures required by Amendment 7 of the Constitution of the State of Arkansas and the applicable Arkansas statutes.

Section 2. The City Council hereby orders that in accord with said verified petition an election will be held at the next general election to be held on November 3, 1998 to determine by a vote of the qualified electors whether Resolution 51-98, a resolution declaring the Human Dignity Policy of the City of Fayetteville (attached hereto as Exhibit A) shall stand or be revoked.

Section 3. In accord with A.C.A. §7-9-117, the City Council hereby requests the county Board of Election Commissioners to cause the Resolution 51-98 to be printed upon the ballot to be used in the November 3, 1998 general election followed by these words:

FOR REFERRED RESOLUTION NO. 51-98 ☐

AGAINST REFERRED RESOLUTION NO. 51-98 ☐

PASSED AND APPROVED this ___ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____

CRACKER BARREL
IIIC1

FILED IN MY OFFICE
11 DAY OF JUNE 1998
Heather Woodruff City Clerk

BEFORE THE CITY COUNCIL OF FAYETTEVILLE, ARKANSAS

NOTICE OF APPEAL

Pursuant to Section 159.54 of the Fayetteville Large Scale Development Ordinance, Cracker Barrel Old Country Store, Inc. ("Cracker Barrel") files with the Fayetteville City Clerk this Notice of Appeal to the Fayetteville City Council from the June 8, 1998 decision of the Fayetteville Planning Commission denying Cracker Barrel a variance from the signage restrictions prescribed by Section 160.048 (D)(5)(a) of the Fayetteville Design Overlay District Ordinance. The variance requested by Cracker Barrel is to erect one free standing pole sign with an overall height of 30 feet utilizing 75 square feet of display surface area for each of two sign faces on one sign at a restaurant site. The property is a 3.15 acre tract located south of 6th Street and east of U.S. Highway 71 and Futrall Drive south of the Best Western Inn.

The specific reasons Cracker Barrel contends the Planning Commissions findings and decision were in error are:

(1) The Planning Commission erred in not finding that (a) low elevation of the proposed site and trees north of the proposed site are special conditions severely reducing sign visibility which are peculiar to the land and which are not applicable to other lands in the Design Overlay District; and (b) literal interpretation of the signage restrictions would deprive Cracker Barrel of rights (sign visibility and business identification) enjoyed by other properties in the Overlay District; and,

(2) The Planning Commission erred by not finding that the variance requested by Cracker Barrel is the minimum variance that will make possible the reasonable use of the land.

Wherefore, Cracker Barrel appeals to the Fayetteville City Council to reverse the June 8, 1998 decision of the Fayetteville Planning Commission and grant Cracker Barrel a variance from Section 160.048(D)(5)(a) of the Fayetteville Design District Overlay Ordinance to allow one free standing pole sign with an overall height of 30 feet utilizing 75 square feet of display surface area on each of two sign faces for the one sign. Cracker Barrel respectfully requests that a majority of the Fayetteville City Council vote to hear, and grant, this appeal.

Cracker Barrel Old Country Store, Inc.

By: James N. McCord

James N. McCord
207 West Center Street
Fayetteville, Arkansas 72701
(501) 442-8846
Attorney for Appellant

AD 98-17.00: ADMINISTRATIVE ITEM (CRACKER BARREL, SIGNAGE, PP 559) SOUTH OF 6TH STREET AND EAST OF HIGHWAY 71 AND FUTRALL DRIVE

This item was submitted by CEI Engineering on behalf of Cracker Barrel, Inc. for property located south of 6th Street and east of Highway 71 and Futrall Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.15 acres.

The applicant is requested a waiver to allow one free-standing pole sign with a maximum height of 30' utilizing 75 square feet of area per face.

STAFF'S RECOMMENDATION:

Denial based upon staff findings.

No further conditions of approval.

Jim McCord, attorney at law, appeared on behalf of Cracker Barrel, Inc.

McCord: He introduced Kevin Kerbow, Project Manager in charge of signage, Mac Reppert, Site Development Manager and Rick Rogers with CEI Engineers, Project Engineer.

He wanted to address the staff report which summarized the Subdivision Committee Meeting. He stated Mac Reppert indicated the height of the building would be approximately 28 feet and he would double check it. The actual height of the building is approximately 23 feet.

The ordinance authorized the Planning Commission to grant a variance based on special conditions where enforcement would result in unnecessary hardship. He noted some of the commissioners had toured the site. The site sets well below the grade of the bypass. The applicant felt the site creates special conditions. The applicant demonstrates special conditions exist peculiar to the land in question.

Mr. Kevin Kerbow, Project Manager in charge of signage for Cracker Barrel, Inc. addressed the Planning Commission.

Kerbow: He passed out a photographic survey conducted on the property to the Planning Commissioners.

McCord: Staff was recommending a wall sign be placed on the south exposure. Thereby, this would negate the need for a free-standing sign. Such a wall sign would give effective visibility from the south. This would not allow visibility to traffic coming from north to south. The applicant felt a free-standing sign was essential to meet the requirement.

Kerbow: He stated they conduct a target test on almost every site. This was a tool they use. They made a good faith judgment based on the height needed for the site for free-standing sign visibility. Coming north bound on Hwy 71 a person would have to pass their building. They would not have a rear wall sign. There would be a front wall sign. Because of the layout of Hwy 71 people would have to pass their stores.

Coming southbound on Hwy 71 he referred to Page 1. Coming over the top of the hill you can see their crane. The crane was raised to heights of 50'. At every 10' there is a red flag. They

scale in the height and square footage of the sign they are requesting. The applicant requests a 34 foot sign with the based area of 75 sf allowed by code which would be a sign visible above tractor-trailers, traffic etc. on the road you access off of Hwy 71 to their site. The photograph on the top of the pages was shot by a 70 mm lens. The photograph on the bottom was taken with a 210 zoom lens or a 3x magnification. He referred to other signage in the photographs. He also referred to the overlay district ordinance and those signs seen which were taller had been grand fathered and permitted. The ordinance went into effect in 1994. Page 1 was 4/10 of a mile from the beginning of the ramp.

Page 2 was 3/10 of a mile out. It was about the same height as the Windsor Suite letters on Best Western front facade.

Page 3 was 2/10 mile. The bottom of the photograph enlargement reflected a tractor trailer to the left of the orange highway sign. Right behind the tractor trailer there was a white trailer on the road which would be used to access their site.

Page 4 is 1/10 of a mile from the beginning of the ramp. At this time he hoped people had the opportunity to view the sign before this time. You get 1/10 or 2/10 from the beginning of the ramp and if people were not in the right lane, they would need to make preparation to safely exit onto the ramp.

Page 5 was the beginning of ramp. He referred to some trees on the adjacent property which would be to the right of their sign and would stay. This would hamper visibility of their sign. As you progress to the west closer to Hwy 71 you have the overpass which would block a sign allowed by code to 6' height.

Page 6 was where you are turned around on Hwy 71 north bound. The first time a person would see the target would be 2/10 of a mile from the beginning of the ramp. At 1/10 mile you will see their sign would be lower than the Best Western on their building. Their proposed sign would be about the same height as the Windsor Suites. At the beginning of the ramp obviously the building would be visible. The site was lower than the other property in that area. Looking at the survey it would require approximately 18" of fill which would be added. There was an approximate 8' difference in elevation between the asphalt of Hwy 71.

He noted they were not here to hide any information and referred to Pages 9 and 10 of the report. There was a highway logo board. They do utilize these whenever they can. This would be handled by another department in Cracker Barrel who would pursue obtaining a spot on the logo board. He noted the fullest identification of a Cracker Barrel site consists of three advertising tools: 1) billboards 2) DOT logo boards, and 3) on-premise signage whenever possible.

He noted there was some talk about putting a sign on the side of the building. He stated the company would rather not do this. He understood the commission can approve, deny, adjust or stipulate. He stated the applicant would not install a sign on the side.

He understood the emphasis was placed on the other methods of advertising. He passed out a photograph depicting a fallen down logo board in Tennessee. This board stayed down for four months. He noted the boards were a few feet off of the road. There were two roads at the proposed site where they could be possibly damaged on Hwy 71 and Frontage Road. He stated

he had talked to Mr. McKimmey and discussed the sign design. They had submitted a sign with lights coming from the bottom of the cabinet and shine on to the cabinet. Cracker Barrel was open to discussing some type of decorative cover; modification of the pole cover; and method of illumination. As far as the sign would be engineered, he noted the wind load requirements would be a consideration in their design.

Little: She referred to the sign ordinance at §158.38. "Direct illumination by incandescent light bulbs shall be restricted to light bulbs rated at 25 watts or less". She referred to the side of the building, there was a street constructed to the south. There would be frontage on the side building. It is not a full street because property to the rear and to the east is not developed. This was a change during the process which required the side of the building be made to look like the front.

Reppert: He stated they had made some modification for the design on the side of the building due to the recommendations of the Subdivision Committee.

Johnson: She inquired about the directions of the elevations. The front elevation would face west and the rear would face east. The right elevation faces south. The left elevation was north towards the Best Western Motel. Which elevation would face the new street?

Little: She responded the elevation facing the new street would be the south elevation.

Johnson: She inquired what the name of the street would be.

Little: She responded "new proposed street" for the time being.

Johnson: She noted the applicant did not want a sign on the right elevation and would this remain the same even though they know there would be a street there at some time in the future.

Kerbow: The applicant stated they prefer one wall sign. They do not want a sign on the back of the building due to existing trees in this location. He stated the pictures which reflect the signs on the rear of the building were incorrect.

Reppert: He stated originally it was proposed to put a sign on the back of the building but this had been removed.

Little: She referred to Page 128 which stated "One wall sign may be installed per business...A second sign may be allowed if it is determined that the structure has more than one front facing a street or highway right-of-way". Under the ordinance they would be entitled to request a sign for the new street for visibility for those cars traveling north.

Odom: He inquired whether the applicant should request it now or when the new street was constructed.

Little: She responded the sign request had not been addressed at planning commission and the ordinance permitted it, the staff would permit the sign at the time of the request.

McCord: He stated Cracker Barrel just requested one wall sign. Even if the south sign were not put up and would not be visible for south bound traffic. This was Cracker Barrel's main request for the free-standing sign.

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CRACKER BARREL

He stated the burden of the applicant was to demonstrate special conditions unique to the property under consideration. They believe they had met this demonstration due to the low elevation and per the letter submitted. The ordinance provided the Planning Commission shall make a finding the reasons set forth in the application justify the granting of the variance. The variance is the minimal variance to make reasonable use of the land.

Public Comments:

There were no public comments.

PLANNING COMMISSION DISCUSSION

Hoffman: She mentioned her appreciation for the presentation. In reviewing the site and looking at the comparable nature of Best Western which had a large wall sign and stated the applicant would be allowed a comparable size and one wall sign. She stated the site would be clearly visible with the good wall sign and monument sign. She was not inclined to approve a variance for a pole sign. This was an entrance to the city.

Kerbow: He stated if Ms. Hoffman reviewed the information submitted and the drawings, etc., it was a non-offensive sign. He referred to Page 4 and their wall sign. He noted the Windsor Suite signage on Page 4 on the front of their building. The front of Cracker Barrel would be closer. Best Western did have a sign which was visible facing the south bound travel and referred to the bottom of Page 4.

There was some discussion between Mr. Kerbow and the commissioners regarding the locations of signage in the area and visibility.

Hoffman: She inquired if it was possible to obtain a variance to put a sign on the facade which was the applicant's concern and noted it would be better to put it on the wall rather than a pole.

Kerbow: He stated if the free-standing sign was made with board and batten material they could design it to match the color of the building. He inquired whether this would be a consideration. The highest part of the front of their building was 23 feet. The side parapet was approximately 19 feet. Even if they put the sign on the side of the building there would still be 11 feet which would take away from the way the building is designed.

Odom: He inquired how large a pole sign could an applicant install in the overlay district.

Little: She responded the overlay district does not allow for pylon signs. It allowed for only monument signs with a height of 6 feet.

Odom: He inquired if the property was not in the overlay district, how large a pylon sign could an applicant install.

Little: She responded 30 feet would be the maximum height with 75 sf of footage. If the applicant were a shopping center they would be allowed more footage. This is 30 feet from the elevation of the road and not the site.

Odom: He inquired if Cracker Barrel was referring to 30 feet from the road or the site.

Little: She responded, the site.

Kerbow: He stated they were actually talking about approximately 22 feet above Hwy 71.

Little: From the present elevation the developer would raise their site between five and six feet.

Kerbow: He understood from the engineer it would only be an 18" increase.

Ward: He stated he would be glad to see Cracker Barrel in the area. He noticed at most of the Cracker Barrels they have pole signs. The developer had taken a piece of land which was crawdad land and the area chosen south of town is unusual. He would like to see more development in this area. However, he stated this was a tough situation and would be off the beaten path.

Kerbow: He stated they would be willing to work with the commissioners to make the pole sign more aesthetically pleasing.

Reppert: He stated the applicant does a portion of their business locally - 25 to 30 percent. Their life blood comes off the interstate and generally pulls traffic off the interstate which would otherwise not stop. In order to make this business successful the formula was to obtain visibility for traffic heading south.

Odom: He stated he agreed visibility was important to Cracker Barrel but that it was important to everybody. The purpose of the ordinance was to level the playing field for everyone. They need a mechanism to state this would create a economic burden. The burden on the applicant was to prove this land sits differently than other land and he felt it did. He stated he had driven out to this property several times and had struggled with this variance request more than any other.

Kerbow: He stated he had never addressed economic hardship in his presentations. His job was to look at what was not there and what would be required for the people that have been traveling for eight hours and have never traveled through Fayetteville. They would like everyone to know Fayetteville has a Cracker Barrel, and that it was in a safe and secure area. The square footage allowed on the sign was not extreme. The issue here was the height. At night you would see the signs more than anything. He had people state if they were not familiar with the area due to the crime area, they may be hesitant to exit off the interchange. At night the signs would be reflective copy.

Reynolds: He inquired about Nelms Chevrolet who had the similar situation with their lots and what kind of sign was approved.

Little: She responded they received a wall sign only.

Reynolds: He stated this was the only piece of property that runs back to Cato off of Hwy 62 that we would have to deal with concerning signage. He stated they should consider helping Cracker Barrel out with this variance and he would be in favor of it.

Hoover: She stated part of her reason for moving to Fayetteville was due to the fact there were very few pole signs. She had come from a place where there was an excess of pole signs and would not be in favor of a pole sign. She further stated she had designed restaurants and pole designs. If

the developer was more flexible they could come up with some alternative plan.

Commissioner Estes moved to approve AD 98-17.

Commissioner Reynolds seconded said motion.

Odom: He did not think a monument sign would be able to be seen from the highway and would be useless. He inquired how high would the sign have to be to be even to the monument sign on Best Western.

Little: She could not give him that information.

Odom: He stated he would support a pole sign up to what would bring it to the level of the monument sign of Best Western.

Kerbow: He stated he could not see the sign they were talking about in the picture. The purpose of a sign was to be effective.

Odom: He stated he was in agreement that a purpose of the sign was to help people to get to their place of business. However, they have an ordinance and they have to meet the intents of the ordinance.

Hoffman: She stated she would like to see Cracker Barrel come to Fayetteville and would be in favor of increasing their parking to almost three times what was normally allowed by ordinance. Therefore, she preferred the applicant put more thought into this sign with a degree of compromise.

Odom: He stated he understood this argument. He stated Best Western may not be seen and therefore, they should get a pole sign as well.

PUBLIC COMMENTS:

Best Western does not have a monument sign. The monument sign didn't serve any purpose because their property was low as well.

Odom: Best Western was allowed under ordinance to have an monument sign.

Little: She stated for the record, the speaker was Tim Vansummerin.

There were no further public comments.

Johnson: She referred to Page 8 of the presentation and noted the front of Best Western looked like it would be taller than the proposed sign.

Little: She inquired if the flags on the cranes used by Cracker Barrel were 10 feet apart and the height was 30 feet.

Kerbow: He responded it was.

There was some discussion ensuing about the sign measurements, etc.

Johnson: She stated she felt this was a project which would merit an exception due to the following: 1. The second sign the applicant is entitled to they are choosing not to have; 2. Their building is a very low key building which is not in any shape, way, or form garish. She noted under some of the other concerns was due to the right elevation where they added a porch along the entire length of the building which was requested at Subdivision level. Therefore, she felt with the presentation and the total signage this variance request warranted her support of the motion.

Tucker: He stated he would be in opposition of this motion. The City of Fayetteville has fought a hard battle to protect the scenery. The scenery added value to the City of Fayetteville. He stated when he traveled he looked at the highway markers for location of restaurants. He noted when he stopped at a Cracker Barrel due to an hour long wait they could not get in. This was due to a church crowd and the traffic was local. Therefore, local traffic did not warrant a 30' foot sign for identification. The transient traffic was adequately advertised on the highway signs.

Odom: He felt all the criteria has been met for need of a variance. However, he did not feel the minimum requirement had been met. He would support a variance request of something less than what was requested.

McCord: In Fayetteville, Cracker Barrel will not have the opportunity to utilize billboards as in other towns. He drafted a lot of sign ordinances and defended it before the Arkansas Supreme Court. Off-site billboards are prohibited in the City of Fayetteville.

Little: The sign inspector, Mike McKimmey, had given the height of roadway elevation as being 1255. This would give the commissioners an elevation from which to specify a height.

Odom: He would be in support of a pole sign where the bottom started at 1255. In essence this was where the monument sign would have started at, had Best Western installed it.

Kerbow: He noted the finished grade at the sign location is approximately 1250.5. He inquired if 1255 was Hwy 71.

Little: She responded it would be off of Futrall Drive.

Kerbow: He felt they could accept a pole sign with a height of something along the lines of 25 feet. He needed to make a comparison with the elevation along Futrall.

Rogers: He stated according to their survey the approximate elevation would be 1257.5 at Futrall's main access drive. The proposed sign location and the proposed island would be 1250.5.

Tucker: Monument signs can only be 6 feet in height and 75 sf in area.

Kerbow: He stated if they revised the request from 30 feet down to 25 feet this would give them approximately 20 feet above Futrall instead of the 25 feet requested. This would put them somewhat lower it appears above the text on the wall - all the signage on the wall of Best Western.

Odom: He inquired if 25 feet would be higher than what would give you a monument sign at Best

Western.

Little: She responded if you use the 1255 as the elevation of Futrall, the monument sign height would be 6 feet above that. This would make it 1261 feet as the height which would be allowed for a level piece along that area.

Kerbow: He referred to the photographs in the manual and noted you would not be able to see a 10 foot flag on pages 1, 2, 3 and 4. You could see a 20' flag. He added the first time you would see a 10' flag was at the beginning of the exit ramp. This goes back to the issue of safety.

Odom: He stated he could support a 20' pole.

Johnson: She inquired if passers by were dead set on Cracker Barrel and they missed the exit and then decide to go to the next exit and turn around, could they do this.

Little: Commissioner Estes stated if you were traveling north or south, you could exit off the bypass and loop back on the bypass. There was no frontage road.

Kerbow: He inquired why would we want to put the motorist at this risk due to safety issues. He felt eventually somebody would have an accident.

Hoover: She noted when she traveled she relied on the logo sign because it gave you the right exit.

Kerbow: The applicant would accept a 25 foot pole.

The roll was called and said motion was denied on a vote of 4-4-0, Ms. Hoover, Ms. Hoffman, Mr. Tucker, and Mr. Odom voting nay.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commissioners
THRU: Alett Little, City Planner
FROM: Dawn T. Warrick, Development Coordinator
DATE: June 2, 1998 - ***for 6/8/98 PC meeting***
SUBJECT: Variance request - Cracker Barrel signage

Project: **AD 98-17.00: Administrative Item (Cracker Barrel - Signage, pp 559)** was submitted by CEI Engineering on behalf of Cracker Barrel, Inc. for property located south of 6th Street and east of Highway 71 and Futrall Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.15 acres.

The applicant is requesting a waiver to allow one freestanding pole sign with a maximum height of 30' utilizing 75 square feet of area per face.

Recommendation: Denial based upon staff findings.

Findings: This request is related to the large scale development being processed for the Cracker Barrel restaurant. This site is located within the boundaries of the Design Overlay District.

During the review of this project at the Subdivision Committee meeting, the applicant stated that the building height (at the top of the front and rear of the structure) will be approximately 28 feet. The sign that is being requested is 30 feet total. This is only two feet taller than the proposed wall signage. If the wall sign from the rear of the building (which is not allowed) were to be relocated on the south side - the second "front," the effect of visibility from the south could be achieved without the addition of a pole sign.

The applicant has provided a written request for this waiver per the Design Overlay District ordinance. This letter (attached) refers to the following section of that ordinance:

(G) *Variances; conditions governing applications; procedures.*

(1) The purpose of this section is to authorize upon appeal in specific cases such variances from the regulations of this design overlay district as will not be contrary to the public interest, where, owing to special conditions, a literal

enforcement of the provisions of this section would result in unnecessary hardship. A variance from the terms of this section shall not be granted by the planning commission unless and until:

a. The applicant provides in writing from what subsection of the design overlay district a variance is requested. This shall be submitted along with the large scale development plan demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, building, and/or lot configuration involved and which are not applicable to other lands, structures or buildings in the same district;

2. That literal interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;

3. That the special conditions and circumstances do not result from the actions of the applicant;

b. The planning commission shall make the following findings:

1. No nonconforming use of neighboring lands, structures, or building in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance;

No comparison with other properties within the Design Overlay District or within other districts are being used for a basis of this variance request.

2. The planning commission shall make findings that the requirements of this section have been met by the applicant for a variance;

The applicant has submitted in writing the request for variance and a response as required by this section (see attached).

3. The planning commission shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure;

Staff cannot make this finding. The applicant makes the argument in the letter dated May 15, 1998 that the 6' freestanding sign height ... would not provide visibility from Hwy 71. The

RECEIVED
MAY 18 1998
RECEIVED BY:
MAY 18 1998
CE: Engineering Associates, inc.

May 15, 1998

Mr. Rick Rogers
CEI Engineering Corporate Office
110 Walnut Central
Bentonville, Arkansas 72712

RE: Cracker Barrel Facility Identification Program
Sign Waiver Request
SITE: U.S. 71 Bypass and 6th Street
Fayetteville, Arkansas

Dear Rick:

As we discussed on 5/14/98, this correspondence must be included in the sign waiver request package which I understand you will submit to the City of Fayetteville on 5/18/98.

Cracker Barrel is requesting a wavier to erect one freestanding pole sign to an overall height of 30' utilizing 75 square feet per face. I understand the 75 square feet is allowed by code. However, Section 160.048(D)(5)(a)1. indicates only a monument sign is allowed. Also, Section 160.048. (D)(5)(a)2. indicates the maximum freestanding sign height shall not exceed 6'.

Concerning the reason for the waiver request, as required in Section 160.048(G)(1)a.1., 160.048(G)(1)a.2., and 160.048(G)(1)a.3., please note the following:

Response to Section 160.048(G)(1)a.1.: The elevation of the proposed site appears to be lower than other lots with frontage on Futrall Drive or along the respective frontage roads at the Highway 71 and 6th Street interchange. Trees north of the proposed site also contribute to blockage and reduced opportunities for adequate sign location and subsequent visibility by the motorists on Highway 71.

Response to Section 160.048(G)(1)a.2.: The 6' freestanding sign height allowed by code would not provide adequate, practical visibility, especially during the Highway 71 southbound approach, to allow motorists the opportunity to identify the actual Cracker Barrel site and safely maneuver for exiting the Highway 71 roadway. The wall sign would be located on the front of the building, which would be parallel with the main traveled lanes of Highway 71, and would not provide adequate identification during the Highway 71 southbound approach.

Response to Section 160.048(G)(1)a.3.: The low elevation and blockage of the front portion of the site by trees are existing conditions which do not result from the actions of the applicant.

Also, enclosed is a porcelain sample, identical to that which will be used for the porcelain sign panels, also indicating the three standard colors.

It is my understanding the Planning Commission will address the request for waiver at the 6/8/98 meeting, and I plan to attend the meeting.

Thank you for your cooperation.

Sincerely,

CRACKER BARREL OLD COUNTRY STORE, INC.

Kevin Kerbo
Project Manager - Signage

Enclosure
VIA UPS RED

6.4

6/8/98
AD 98-17.00 - Administrative (Cracker Barrel)
South of 6th and East of Hwy 71 Bypass

AHTD does post signs within public right of way to advertise restaurants at each upcoming exit.

4. The planning commission shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this section, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

Staff cannot make this finding. Signage is one of the only means of defining the Design Overlay District as a unique area within the City of Fayetteville. If we are to maintain the integrity of the district, signage should be uniform for all properties located within the district.

(2) The granting of any variance requested will not confer on any other land any special privilege that is denied by this ordinance.

(3) In granting any variance, the planning commission may prescribe appropriate conditions and safeguards in conformity with this section. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance.

The following is the section of the Design Overlay District ordinance regarding signage:

§160.048(D)(5) Signage.

(a) Nonresidential free standing signs.

1. Each separate nonresidential lot will be allowed a single ground-mounted (monument) sign located on the building site. In the case of lots with double frontage, two ground-mounted (monument) signs shall be allowed.

2. The sign shall be a maximum of six feet high, 75 square feet in area, and set back a minimum of 10 feet from the property line.

(b) Wall signs. One wall sign may be installed per business. Sign area shall not exceed 20% of that wall area or 200 square feet, whichever is less. A second sign may be allowed if it is determined that the structure has more than one front facing a street or highway right-of-way.

(c) Illumination. Only indirect lighting may be used for illumination of all signs.

(d) Multiple tenants. The owner of the building shall be responsible for the provision of one monument sign with sign area for multiple tenants.

(e) Sign content. Content of monument and wall signs shall be limited to the name of the business. Advertising shall not be permitted on the structure, wall sign or monument.

VAC 98-5.00
IIID1

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of July 7, 1998

FROM:

Alett Little **Planning Division** **Public Works Department**

ACTION REQUESTED:

VAC 98.00-5.00: RIGHT OF WAY VACATION (CRACKER BARREL) This item was submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and east of Highway 71 and Futrall Drive. The request is to vacate approximately 0.37 acres of City right of way extending approximately 315 feet east of Futrall Drive. If the subsequent PLA and/or the LSD for Cracker Barrel is approved, then new (replacement) right-of-way will be provided between lots 2 and 3 approximately 10 feet south of the existing east boundary and approximately 120 feet south at the west boundary. Please refer to the enclosed lot line plat from CEI dated 5/1/98.

STAFF RECOMMENDATION:
The staff forwards the Planning Commission recommendation for approval by a unanimous vote of 8-0-0. Commissioner Forney was absent.

Alett Little 6/15/98

Alett Little, Division Head Date

Cross Reference:
New Item: Yes No

City Attorney **Date**

16 JUN 98

Public Works Director **Date**

6/16/98

Administrative Services Director **Date**

6/20/98

Mayor **Date**

VAC 98.00-5.00: RIGHT OF WAY VACATION (CRACKER BARREL, PP 559) SOUTH OF 6TH STREET AND EAST OF HIGHWAY 71 AND FUTRALL DRIVE

This item was submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and east of Highway 71 and Futrall Drive. The request is to vacate approximately 0.37 acres of City right-of-way extending approximately 315 feet east of Futrall Drive. The existing right-of-way is undeveloped and wholly contained within the proposed lot 2 of "Major addition". If the subsequent PLA and/or the LSD for Cracker Barrel is approved, then new (replacement) right-of-way will be provided between lots 2 and 3 approximately 10 feet south of the existing east boundary and approximately 120 feet south at the west boundary. Please refer to the enclosed of line plat from CEI dated 5/1/98.

STAFF'S RECOMMENDATION:

Staff recommends approval subject to the following conditions:

1. Dedication of replacement right of way to the south.
2. The applicant shall receive the approval of SW Bell Telephone and TCA Cable prior to the deadline necessary to prepare the agenda item for the City Council Meeting.
3. Easements for existing water and sanitary sewer mains to be 20 feet width for each line centered upon the water and sanitary sewer lines. This condition will also appear on the LSD for Cracker Barrel.

It was noted we have received responses from all utility companies and there were no objections.

There were no further conditions of approval.

Mac Reppert appeared before the commission on behalf of Cracker Barrel, Inc.

Reppert: He explained the right-of-way is currently running across the existing site. In order to use the proposed site they would have to move the right-of-way to a new location. This right-of-way would be adjacent and parallel to its previous location.

PUBLIC COMMENTS:

There were no public comments:

VAC 98-5.00
IIID3

ORDINANCE NO._____

AN ORDINANCE VACATING THAT PROPERTY DESCRIBED IN VACATION PETITION VAC 98-5.00 FOR A UTILITY EASEMENT LOCATED APPROXIMATELY 315 EAST OF FUTRALL DRIVE ON PROPOSED LOT 2 OF "MAJOR ADDITION" REQUESTED BY CRACKER BARREL, INC.

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

Section 1. That the utility easement of the following described property attached hereto as Exhibit "A" is hereby vacated.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR VAC 98-5.00

EXISTING STREET RIGHT-OF-WAY DESCRIPTION:

Being the Street right-of-way South of Lot 2 in Major Addition as shown on the final plat of Major Addition as recorded in Plat Book 14 at Page 47 in the County Recorders Office, Washington County, Arkansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence South 33 degrees 48 minutes 17 seconds East 60.17 feet to the Northeast Corner of Lot 3 of said Major Addition; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Lot 3 for 329.26 feet to the Easterly right-of-way line of U.S. Highway #71 bypass; thence North 20 degrees 55 minutes 16 seconds West along said easterly right-of-way line for 53.53 feet to the Southwest corner of said Lot 2; thence South 90 degrees 00 minutes 00 seconds East along the South line of said Lot 2 for 314.89 feet (314.55 feet record) to the point of beginning, and containing 16,104 square feet or 0.370 acres, more or less.

PLANNING COMMISSION FINDINGS:

Commissioner Tucker moved to approve VA 98-5.00 subject to staff's comments.

Commissioner Johnson seconded said motion.

Odom: He stated this item would go forward to the City Council for their approval.

The roll was called and said motion was approved on a unanimous vote of 8–0-0.

PC Meeting of 8 June 98

FAYETTEVILLE

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

Right-of-way vacation
Cracker Barrel

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 1 June 98

Project: **VAC 98.00-5.00**: Right-of-way vacation (Cracker Barrel, pp 559) as submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and east of Highway 71 and Futrall Drive. The request is to vacate approximately 0.37 acres of City right-of-way extending approximately 315 feet east of Futrall Drive. The existing right-of-way is undeveloped and wholly contained within the proposed lot 2 of "Major addition". If the subsequent PLA and/or the LSD for Cracker Barrel is approved, then new (replacement) right-of-way will be provided between lots 2 and 3 approximately 10 feet south of the existing east boundary and approximately 120 feet south at the west boundary. Please refer to the enclosed lot line plat from CEI dated 5-01-98.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Utilities:
SWEPCO - no objections.
Arkansas Western Gas - no objections.
SW Bell - no response in the file.
TCA Cable - no response in the file.

City of Fayetteville:
Water/Sewer - no objections subject to revised easements for the existing water and sanitary sewer mains. See correspondence from David Jurgens dated May 26, 1998.
Street Department - no objections.
Solid Waste - no objections.

The applicant has notified adjacent property owners. The file does not contain consent or comments from the adjacent property owners.

Recommendation: Approval subject to the following conditions:

1. Dedication of replacement right of way to the south.
2. The applicant shall receive the approval of SW Bell Telephone and TCA Cable prior to 6/8/98

the deadline necessary to prepare the agenda item for the City Council meeting.

3. Easements for existing water and sanitary sewer mains to be 20 feet width for each line centered upon the water and sanitary sewer lines. This condition will also appear on the LSD for Cracker Barrel.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: ___/___/___

Comments:

_____

_____

CITY COUNCIL ACTION: ___yes___Required
_____Approved _____Denied

Date: ___/___/___

the deadline necessary to prepare the agenda item for the City Council meeting.

3. Easements for existing water and sanitary sewer mains to be 20 feet width for each line centered upon the water and sanitary sewer lines. This condition will also appear on the LSD for Cracker Barrel.

PLANNING COMMISSION ACTION: __yes__Required
_____Approved _____Denied

Date: ___/___/___

Comments:

_____

_____

CITY COUNCIL ACTION: __yes__Required
_____Approved _____Denied

Date: ___/___/___

VAC 98-5.00
IIID8

C-2

FUTRALL DR

371.32'

201.57'

C-2

62.23

165.41

302.15

68.02

Existing R/W

308.87

Proposed R/W

C-2

A-1

FAYETTEVILLE

N
W E
S

100 0 100 Feet

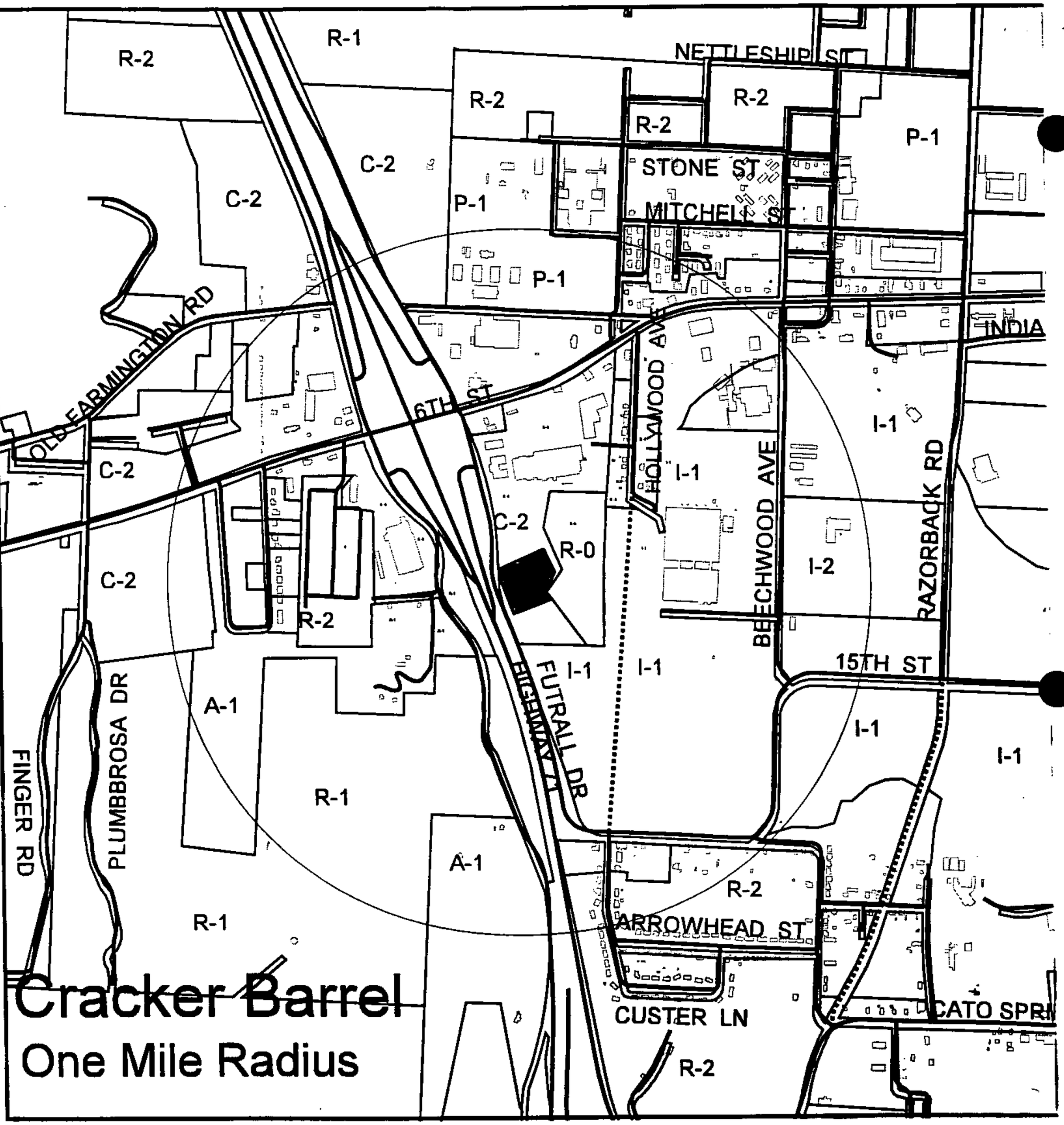
6-9.1 6/8/98

LSD 98-14 Large Scale Development (Cracker Barrel)

South of 6th and East of Hwy 71 Bypass/Futrall

Cracker Barrel

One Mile Radius



1000 0 1000 2000 Feet

FAYETTEVILLE

6-9.2 6/8/98

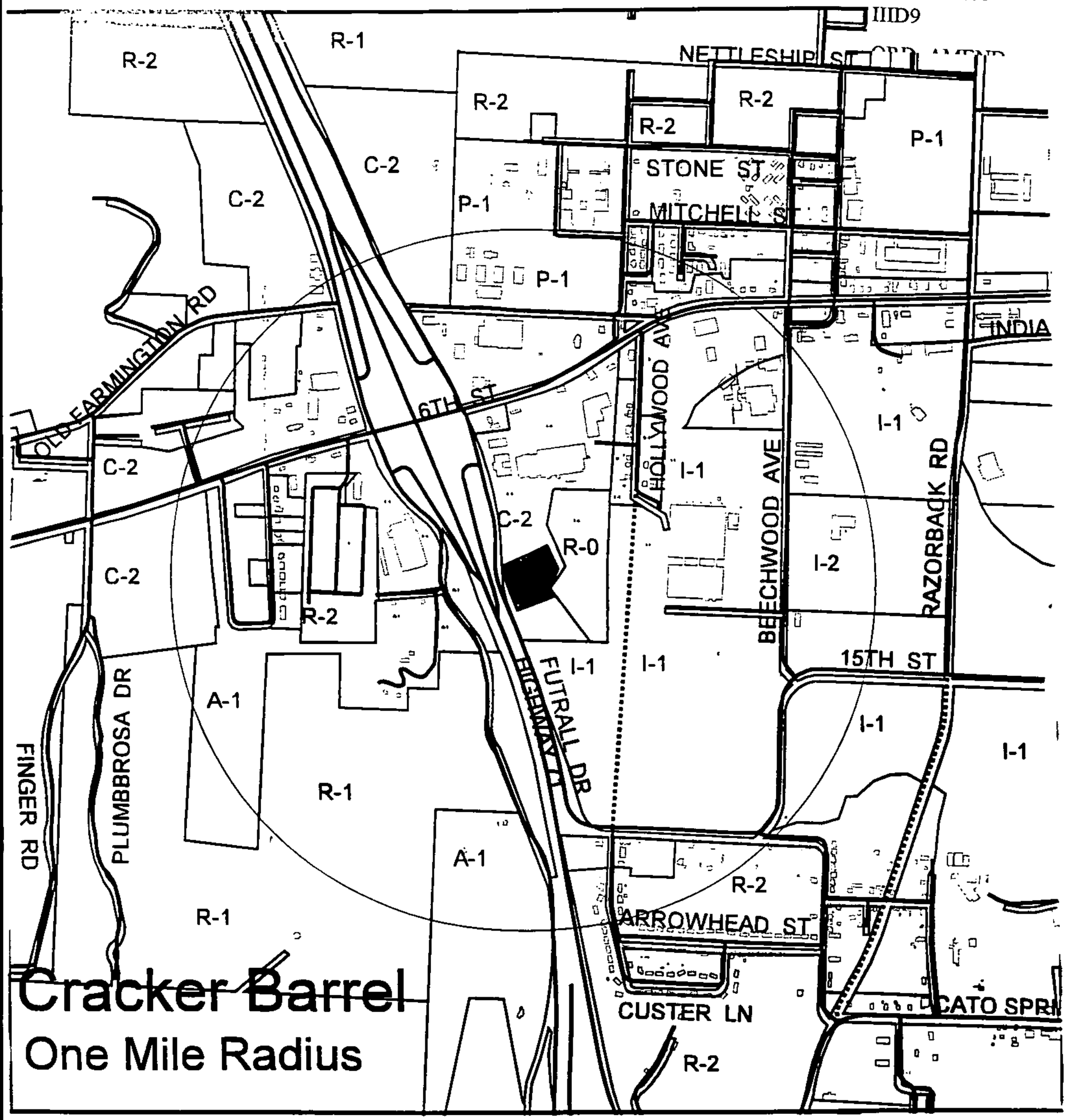
LSD 98-14 - Large Scale Development (Cracker Barrel)
South of 6th and East of Hwy 71 Bypass/Futrall

VAC 98-5.00

IIID9

Cracker Barrel

One Mile Radius



1000 0 1000 2000 Feet

FAYETTEVILLE

6-9.2 6/8/98

LSD 98-14 - Large Scale Development (Cracker Barrel)
South of 6th and East of Hwy 71 Bypass/Futrall

ORD. AMEND.
IIIE1

ORD. AMEND.

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF ~~06/16/98~~ 7-7-98 aff.

FROM:

MICKEY JACKSON		FIRE DEPARTMENT
Name	Division	Department

ACTION REQUESTED:

ADOPTION OF AN ORDINANCE AMENDING SECTION 33.049 OF THE CITY CODE OF ORDINANCES TO ALLOW CERTAIN DESIGNATED NON-FAYETTEVILLE FIRE DEPARTMENT PERSONNEL TO RIDE FAYETTEVILLE FIRE DEPARTMENT VEHICLES WITHIN PRESCRIBED FFD POLICIES.

COST TO THE CITY:

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

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Kramer 6-2-98
Accounting Manager — Date

2. [illegible] 6-1-98
City Attorney — Date

[illegible] 6-3-98
Purchasing Officer — Date

GRANTING AGENCY:

Yolanda Fields 6-2-98
Internal Auditor — Date

ADA Coordinator — Date

STAFF RECOMMENDATION:

[illegible] 6-1
Division Head — Date

[illegible] 6-1-98
Department Director — Date

BURK 6/4/98
Administrative Services Director — Date

[illegible] 6/5/98
Mayor — Date

ORD. AMEND.
IIIE2
ORD. AMEND. - EVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief

Date: June 1, 1998

RE: **Visitor Ride-Out Policy**

I'm submitting herewith a request for an amendment to City Code of Ordinances Section 33.094, which prohibits any and all riding on Fayetteville Fire Department vehicles by non-FFD personnel when "responding to a fire alarm." Actually, we have had in place for several years an in-house policy allowing "riding-out" by certain personnel, not knowing that there was a regulation prohibiting it. This policy has been stopped since I discovered the Code of Ordinance provision some two weeks ago.

In some cases it is advantageous for us to let certain outsiders ride with us. We think our dispatch personnel (CDC employees) become better fire dispatchers if they're acquainted with our people and understand in more detail what we do at emergency scenes. Riding-out with our companies has been the best method of accomplishing this. We have for several months sponsored and managed a scouting explorer post to teach explorers career preparation objectives in firefighting. Some of these explorers will soon be ready to begin riding-out with us to sharpen their skills. It's also advantageous in some circumstances to allow certain visiting fire service personnel to ride with us, as our Department sometimes sends our people to ride out with other departments as a part of their training.

We would manage the new ordinance carefully and tightly, but we feel like it would be a great improvement over the present totally prohibitive ordinance.

Please feel free to give me a call if you need any other information on this. Thank you for your consideration of this request.

ORD: AMEND.
IIIE3

RZ 98-11-00

DRAFT

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 33.049, UNAUTHORIZED RIDING ON FIRE VEHICLES, OF THE CODE OF FAYETTEVILLE, TO ALLOW RIDING OUT IN LIMITED CIRCUMSTANCES AS DESCRIBED IN THE FAYETTEVILLE FIRE DEPARTMENT POLICIES.

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

Section 1. That §33.049, Unauthorized Riding on Fire Vehicles, of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§33.049 Unauthorized Riding on Fire Vehicles.

It shall be unlawful for any person, except in limited circumstances as described in the Fayetteville Fire Department Policies, to ride or attempt to ride upon any fire truck or other vehicle belonging to the fire department.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

ORD. AMEND.
IIIE4

FAYETTEVILLE FIRE DEPARTMENT
FAYETTEVILLE, ARKANSAS

VISITOR WAIVER

Date _____

TO WHOM IT MAY CONCERN:

The undersigned has requested permission of the Chief of the Fayetteville Fire Department to visit Department facilities and/or ride in Department apparatus or act as an observer or participant at the scene of fires or other emergencies.

In consideration of being granted such permission by the Chief of the Fayetteville Fire Department, I hereby waive all claims of liability against the City of Fayetteville, the Fayetteville Fire Department, or any individual member thereof, for personal injuries I might incur while:

A. In or adjacent to quarters

B. Acting as an observer at the scene of fires or other emergencies

C. Participating in training, physical fitness, fire-fighting, rescue, or any other Department activities

D. Riding in Department apparatus (this includes all emergency and non-emergency vehicles)

It is understood that my presence at these various locations is granted subject to the discretion of the officers of the Fayetteville Fire Department, and such permission may be revoked at any time.

This permission is valid from _____ to _____.

_____
Visitor's Signature

_____
Issuing Officer

_____
Visitor's Name (print legibly)

_____
Approving Officer

_____
Witness

_____
Witness

Old Regs ORD. AMEND.
IIIE5

RULES AND REGULATIONS PERTAINING TO NON FAYETTEVILLE FIRE DEPARTMENT PERSONNEL RIDING IN FIRE DEPARTMENT VEHICLES

1. Absolutely no riding until after a Visitor Waiver Form has been duly executed and signed by all necessary personnel.

2. Visiting riders must comply with all current Fayetteville Fire Department rules and regulations pertaining to appearance and safety, except that visitors will not be required to be attired in standard FFD uniform apparel.

3. Visiting riders must comply with all orders and wishes of the company officer or acting company officer of the unit on which they will be riding.

4. Visiting riders must have full protective clothing including bunker pants and boots, coat and helmet, and gloves while riding. Day boots are not acceptable in lieu of bunker boots.

5. All persons riding in or on any Fayetteville Fire Department vehicle at any time must have seat belt fastened and secured about them.

ORD. AMEND.
IIIE6

RZ 08-11-00

New Proposed

FAYETTEVILLE FIRE DEPARTMENT

VISITOR RIDE-OUT POLICY

It is the policy of the Fayetteville Fire Department to allow certain visitors to the Department to "ride-out" with Fire Department personnel in Fire Department apparatus or the Shift Commander's car under certain limited circumstances. Personnel desiring to ride out in FFD vehicles must fall into one of the following categories:

1. Be a City of Fayetteville fire dispatcher (CDC employee),
   or
2. Be a firefighter or officer of a fire department in Washington County, Arkansas,
   or
3. Be a former summer intern employee of the Fayetteville Fire Department,
   or
4. Be a member of the Fayetteville Fire Department's sponsored Scouting Explorer Post, certified therein to ride out on FFD apparatus.

In addition to the above, all persons riding out on any FFD vehicle shall conform to the following:

1. Absolutely no riding until after a Visitor Waiver Form has been duly executed and signed by all necessary personnel.

2. Visiting riders must comply with all current Fayetteville Fire Department rules and regulations pertaining to appearance and safety, except that visitors will not be required to be attired in standard FFD uniform apparel.

3. Visiting riders must comply with all orders and wishes of the company officer or acting company officer of the unit on which they will be riding and/or the on-duty Shift Commander.

4. The Shift Commander and/or company officer on-duty will establish hours when visitors may ride out on an individual case basis.

5. All persons riding in or on any Fayetteville Fire Department vehicle at any time must have seat belt fastened and secured about them.

6. Visiting riders may not participate in interior firefighting operations or other hazardous operations at emergency scenes, but may perform certain limited support functions such as helping personnel change SCBA cylinders, carrying light equipment to firefighters exteriorly, etc.

7. No one may ride on FFD apparatus in the Ride-Out Program who is a member of the family of a Fayetteville Fire Department employee, or who has a "social relationship" (dating, engaged, live-in, etc.) with any member of the Fayetteville Fire Department.

Nothing in this regulation shall preclude any chief officer of the Department from having one or more passengers in his/her assigned Department vehicle for valid purposes. "Valid purposes" as intended herein shall include situations when transporting someone would be of definite benefit to the Department in meeting its public mission, where an emergency situation makes it beneficial to transport someone, or business visits of potential benefit to the Department such as transporting a vendor, architect, or other city employee to a meeting or lunch, etc., or entertaining visiting fire service or other governmental officials, or transporting a family member such as letting a child off at school on the way to work, etc., or other similar needs.

RZ 98-11.00
IIIF1

RZ 98-11.00

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of July 7 June 8, 1998

FROM:

Alett Little **Planning Division** **Public Works Department**

ACTION REQUESTED:

TO APPROVE RZ 98-11.00: REZONING (WEST MIDDLE SCHOOL) This item was submitted by Hailey/Amirmoez Assoc. on behalf of Fayetteville School District for property located north of Mt. Comfort Road and west of Salem Road. The property is zoned R-1 Residential, the request is for P-I, Institutional, and contains approximately 20 acres.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval by a unanimous vote of 8-0-0. Commissioner Forney was absent.

Alett Little — 6/12/98
Alett Little, Division Head — **Date**

Cross Reference:
New Item: Yes No

— 6-16-98
City Attorney — **Date**

Kevin D. Cross — 16JUN98
Public Works Director — **Date**

BCM — 6/16/98
Administrative Services Director — **Date**

Fred Williams — 6/20/98
Mayor — **Date**

RZ 98-11.00
IIIF2

RZ 98-11.00

MINUTES OF A MEETING OF THE PLANNING COMMISSION

A regular meeting of the Planning Commission was held June 8, 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, Lorel Hoffman, Bob Reynolds, Sharon Hoover

MEMBERS ABSENT: John Forney

STAFF PRESENT: Alett Little, Jim Beavers, Tim Conklin, Dawn Warrick, and Debra Humphrey, and the members of the press.

APPROVAL OF THE MINUTES

The minutes for May 13, 1998, were approved as submitted.

ITEMS:

RZ 98-11.00: REZONING (WEST MIDDLE SCHOOL PP 323)
NORTH OF MT. COMFORT ROAD AND WEST OF SALEM ROAD

This item was submitted by Hailey/Amirmoez Assoc. on behalf of Fayetteville School District for property located north of Mt. Comfort Road and west of Salem Road. The property is zoned R-1 Residential, the request is for P-I, Institutional, and contains approximately 20 acres.

STAFF'S RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the following findings:

1. The land use plan recommends siting schools within residential areas for better accessibility.
2. Additional schools are needed to accommodate the growth in student population in the Fayetteville School District.
3. The City is in the process of extending Rupple Road from Mt. Comfort Road to provide access to the new school.
4. The new school will increase the capacity of the Fayetteville School District.

There were no further conditions of approval.

Lahleh Amirmoez appeared on behalf of the applicant.

Newton Hailey appeared on behalf of the Fayetteville Schools.

Hailey: He expressed his appreciation of the Planning Commission's consideration of this project and apologized for their absence at the last meeting. He has read the staff report and did not have anything to add to the report.

PUBLIC COMMENTS:

There were no public comments.

PLANNING COMMISSION FINDINGS:

Commissioner Ward moved to approve RZ 98-11.00 for West Middle School.

Commissioner Reynolds seconded said motion.

The roll was called and said motion carried on a unanimous vote 8-0-0.

RZ 98-11.00
IIIF4

RZ 98-11.00

ORDINANCE NO._____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 98-11.00 FOR A PARCEL CONTAINING APPROXIMATELY 20 ACRES LOCATED NORTH OF MT. COMFORT ROAD AND WEST OF SALEM ROAD REQUESTED BY THE FAYETTEVILLE SCHOOL DISTRICT.

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-1 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From R-1, Residential District to P-I, Institutional 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:_____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-11.00

Part of Section 31, Township 17 North, Range 30 West and a part of Fractional Section 1, Township 16 North, Range 31 West, all in Washington County, Arkansas, and being more particularly described as follows, to-wit:

From a Found Stone that represents the Center of said Section 31, Township 17 North, Range 30 West, thence running North 0 degrees 25 minutes 42 seconds West a distance of 1320.00 feet, (deed North 1320.00 feet); thence North 89 degrees 39 minutes 21 seconds East (deed North 89 degrees 59 minutes 40 seconds East) a distance of 85.00 feet; thence South 0 degrees 25 minutes 42 seconds East a distance of 1320.00 feet; (deed South 1320.00 feet), to a Found Iron Pin; thence South 0 degrees 07 minutes 31 seconds West a distance of 220.89 feet, (deed South 220.00 feet), to a Found Iron Pin; thence North 89 degrees 35 minutes 47 seconds East a distance of 1218.65 feet to a Found Iron Pin; thence North 0 degrees 19 minutes 33 seconds West a distance of 219.63 feet (deed North 220.00 feet), to a Found Stone; thence North 89 degrees 48 minutes 52 seconds East a distance of 1320.39 feet (deed North 89 degrees 45 minutes 00 seconds East) to a Found Stone that marks the Northeast corner of the Southeast Quarter of said Fractional Section 31, Township 17 North, Range 30 West; thence South 0 degrees 10 minutes 25 seconds West a distance of 1320.00 feet; thence South 1 degree 34 minutes 08 seconds West a distance of 1179.04 feet to the point of beginning; thence South 1 degree 34 minutes 8 seconds West a distance of 132.33 feet; thence South 0 degrees 33 minutes 30 seconds West a distance of 28.75 feet; thence South 0 degrees 01 minutes 29 seconds East a distance of 603.17 feet; thence North 89 degrees 59 minutes 06 seconds West a distance of 1139.94 feet; thence North 0 degrees 0 minutes 54 seconds East a distance of 764.20 feet; thence South 89 degrees 59 minutes 06 seconds East a distance of 1143.38 feet to the point of beginning; containing in all 20.00 acres, more or less, subject to easements and rights of way.

RZ 98-11.00
IIIF6

RZ 98-11.00

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: **May 11, 1998**

RZ 98-11.00: Rezoning (West Middle School, pp 323) was submitted by Hailey/Amirmoez Assoc. on behalf of Fayetteville School District for property located north of Mt. Comfort road and west of Salem road. The property is zoned R-1, Low Density Residential and contains approximately 20 acres. The request is for P-1, Institutional.

RECOMMENDED MOTION:

RZ 98-11.00: Staff recommends approval of the requested rezoning based on the findings made in this report.

PLANNING COMMISSION ACTION: YES Required
_____Approved _____Denied

Date: June 8, 1998

Comments:

CITY COUNCIL ACTION: YES Required
_____Approved _____Denied

Date: / /

BACKGROUND :

The Fayetteville School District has acquired 20 acres of property from Tim Reynolds, developer of Serenity Place PUD, for a new middle school. This site was annexed and rezoned as part of the 203.05 acres the City annexed and rezoned for Mr. Reynolds on March 17, 1998.

The request is for P-1, Institutional, zoning which allows schools as a use by right. Currently the site has no frontage, but it will have frontage on the new Rupple Road extension from Mt. Comfort Road. At this time the developer of Serenity Place PUD is seeking preliminary plat approval to develop approximately 30 acres which would provide access to the east to Salem Road from the Rupple Road Extension. The City has agreed to build Rupple Road through the developers (Tim Reynolds) property and the developer has an agreement with the City to pay for this road over a 12 year period. Rupple Road is designated as a Minor Arterial with a design capacity of 12,200 to 14,800 vehicles per day, four 12' travel lanes, and 52' from back of curb, 59' with turn lane.

The school site will adjoin Mt. Comfort Cemetery to the south, and large undeveloped tracts to the north, west, and east. A large scale development plan will be required at the time of development.

INFRASTRUCTURE:

Streets: The site is adjacent to Rupple Road, classified as a Minor Arterial.

Water: A new 12" water line was installed on the south side of Mt. Comfort Road. Water is also available to the east along Salem Road.

Sewer: Sewer is available to the east along Salem Road and to the south along Mt. Comfort Road.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-11.00 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: The land use plan recommends siting schools within residential areas for better accessibility.

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

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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 land use plan recommends siting schools within residential areas for better accessibility.

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

time the rezoning is proposed.

Staff finding: Additional schools are needed to accommodate the growth in student population in the Fayetteville School District.

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

Staff finding: The City is in the process of extending Rupple Road from Mt. Comfort Road to provide access to the new school.

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: The new school will increase the capacity of the Fayetteville School District.

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

§ 160.042 District P-1 Institutional.

(A) *Purposes.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses permitted.*

Unit 1-- City-wide uses by right.
Unit 4-- Cultural and recreational facilities.

(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 10--Multifamily dwelling, high density.

(D) *Bulk and area regulations.* Setback lines shall meet the following minimum requirements:

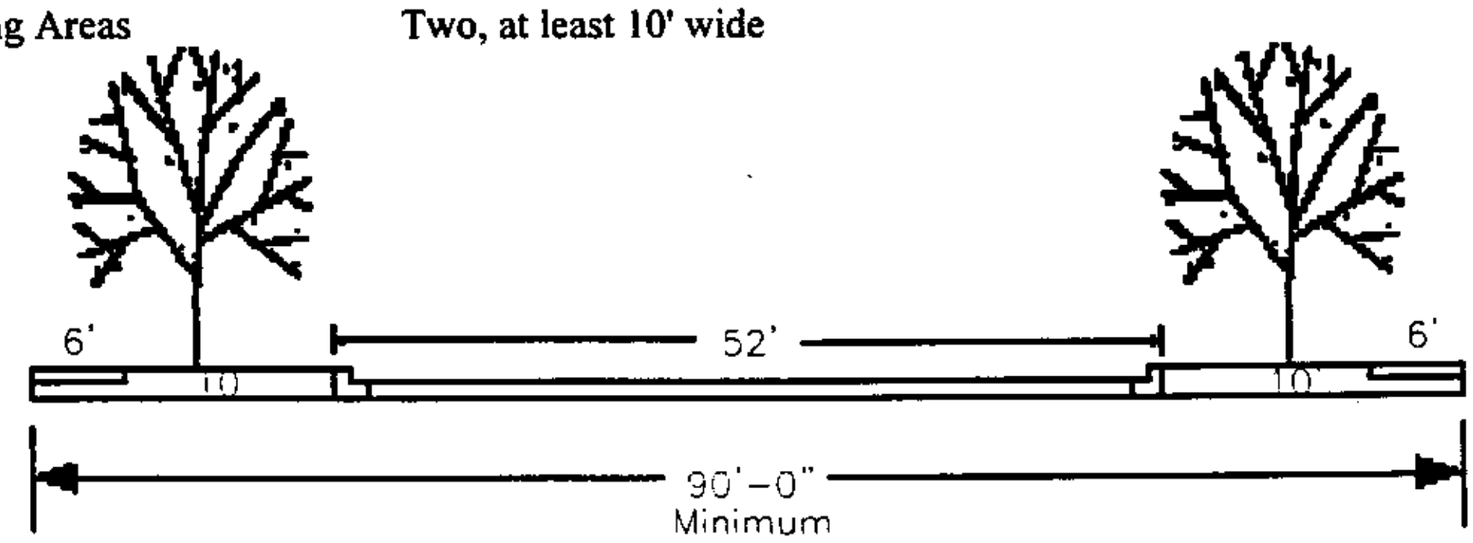
From street row	30 feet
From street row if parking is allowed between the row and the building	50 feet
From side property line	20 feet
From side property line when contiguous to a residential district	25 feet
From back property line	25 feet
From center line of public alley	10 feet

(E) *Building area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(F) *Height regulations.* There shall be no maximum height limits in P-1 District, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

MINOR ARTERIAL STREETS connect higher functional class facilities, etc. Residential frontage is strongly discouraged. Access should be from perpendicular local or residential streets.

Design Service Volume:	12,200 vpd, 14,800 vpd with left turn bays
Speed:	35-40 mph
Traffic Lanes:	Four 12' travel lanes, 11' turn lanes possible at intersections
Parking Lanes:	None
Paved Width:	52' from back of curb, 59' with turn lane
Right of Way:	At least 90'
Multi-use Trail:	Two at least 6' wide, at least 10' from curb
Tree Planting Areas	Two, at least 10' wide



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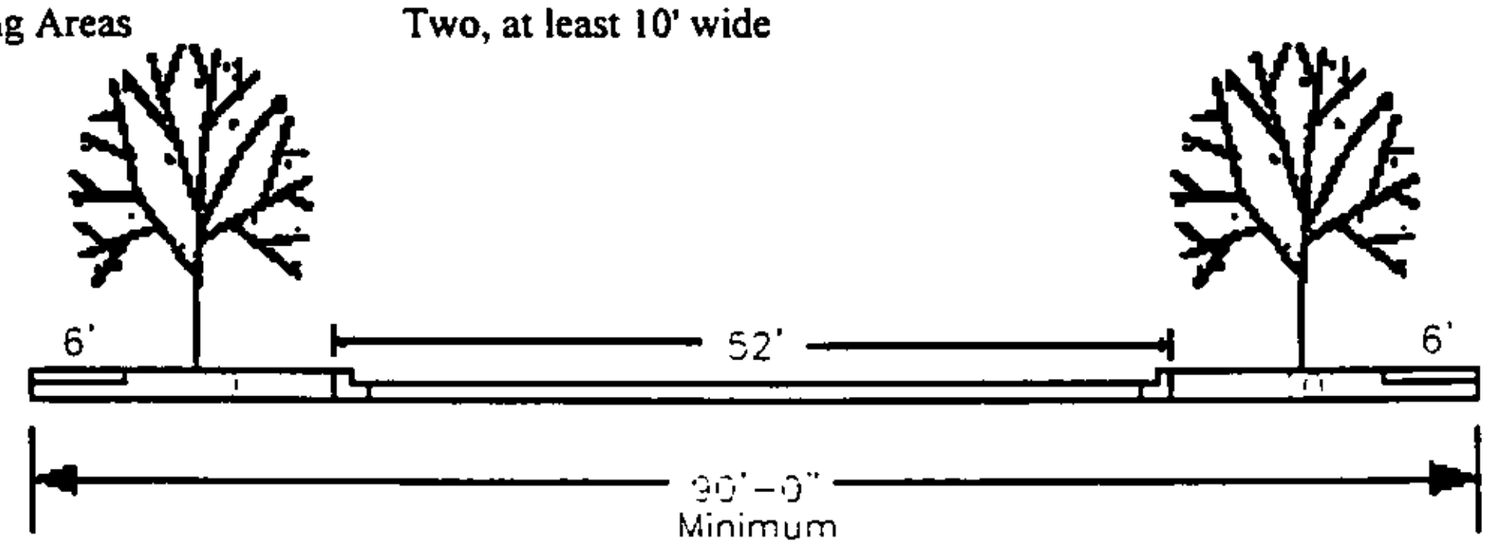
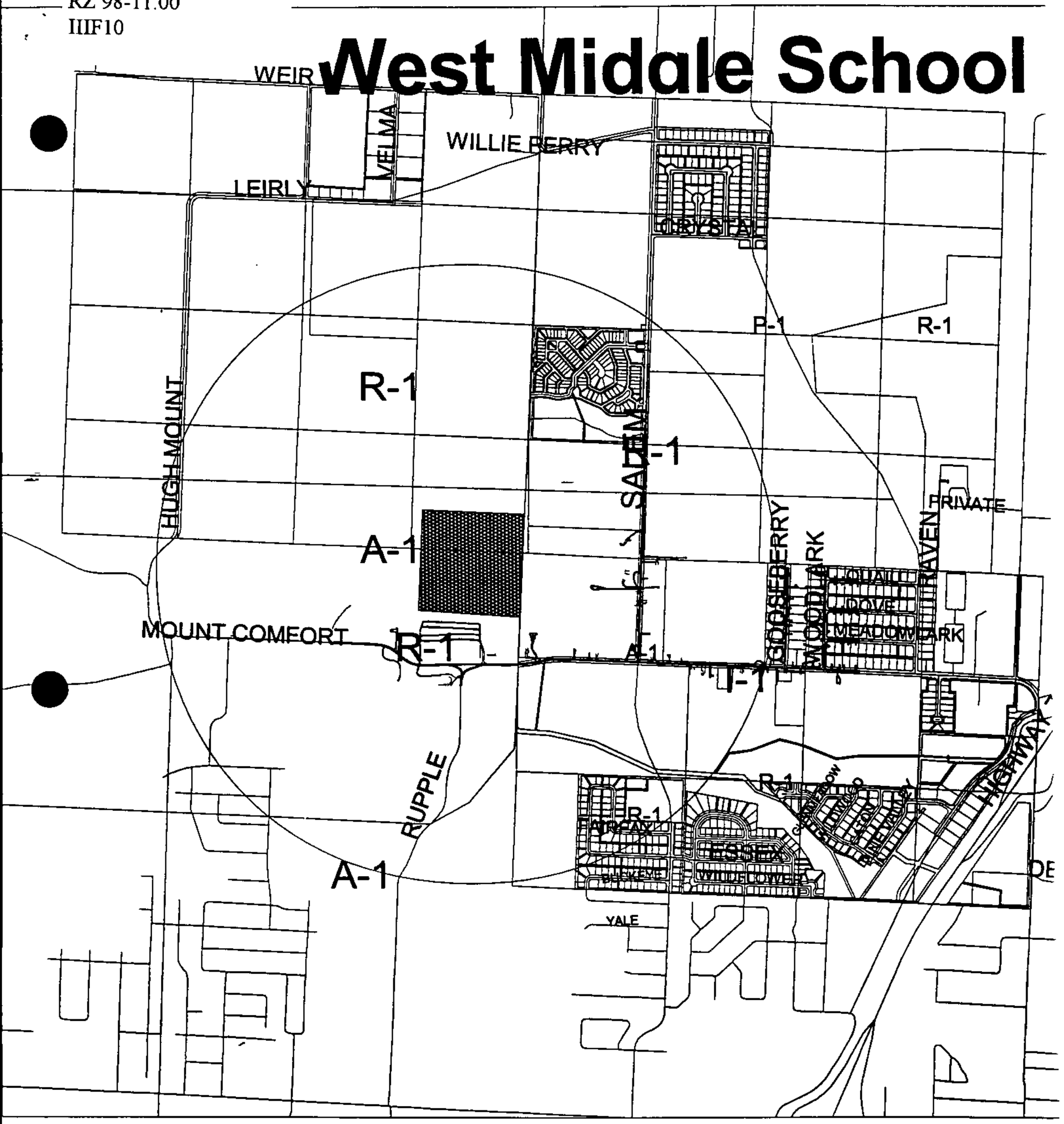


Minor Arterial

RZ 98-11.00
IIIF10

West Middale School



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N

v.5

6/8/98

RZ 98-11.00 Rezoning (West Middle School)
North of Mt. Comfort Road and west of Salem Road

PC Meeting of *8 June 98*

FAYETTEVILLE

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

Middle School (east side)

TO: **Fayetteville Planning Commission Members**
THRU: **Alett S. Little, City Planner**
FROM: **Dawn Warrick, Jim Beavers, P.E.**
DATE: ***(1 June 98)***

Project: **LSD 98-11.00: Large Scale Development (East Side Middle School, pp 372)** was submitted by Milholland Company on behalf of Hailey/Amirmoez & Associates AIA for property located on Hwy 45 north of Hunters Ridge. The property is zoned P-1, Public /Institutional and contains approximately 60.07 acres.

Findings: This project will provide a middle school on the school district property adjacent to Vandergriff Elementary School off of Hwy 45 East.

This item has been postponed from the May 11, 1998 Planning Commission meeting. Changes from the May 11 report are italicized.

Recommendation: Approval subject to the following conditions.

Conditions of Approval:

1. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

2. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

   All improvements shall comply with City's current requirements.

   Fire protection, including fire hydrant locations shall meet the Fire Chief's requirements.

RZ 98-11.00

IIIF11

LSD 98-11.00

PC Meeting of *8 June 98*

FAYETTEVILLE

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

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