

## **AGENDA**

### **FAYETTEVILLE CITY COUNCIL MEETING AUGUST 18, 1998**

A meeting of the Fayetteville City Council will be held on August 18, 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 August 4, 1998 meeting.
- B. BID 98-60: REMOVED FROM CONSENT.** Moved to New Business Item AA.
- C. AIRFIELD LIGHTING:** A resolution approving Amendment #1 to the contract with Chris King Electric, Inc. in the amount of \$5,140.00 for the Airfield Lighting Control Project and approval of a budget adjustment.
- D. LAKE LUCILLE SPILLWAY:** A resolution authorizing the Mayor and City Clerk to execute a construction Contract with Sweetser Construction for the Lake Lucille Spillway Replacement Project for \$59,649.00 plus contingency of \$12,000.00.

#### **II. OLD BUSINESS**

- A. ORDINANCE REVISION:** An ordinance revising Chapter 161: Physical Alteration of land. Left on the first reading.

#### **III. NEW BUSINESS**

- AA. BID 98-60:** A resolution awarding Bid 98-60 to TNT Construction and approving a contract for the replacement of playground and picnic equipment at Hotz Park. The bid amount is \$45,908.43 plus \$3,000 contingency.
- A. RZA 98-13.00:** An ordinance annexing 3.07 acres located at 4070 Huntsville Road. The request was submitted by Jack Butt on behalf of Paul and Geraldine Bond.
- B. RZ 98-14.00:** An ordinance rezoning 3.07 acres located at 4070 Huntsville Road from A-1 to R-S, Residential Small Lot. The request was submitted by Jack Butt on behalf of Paul and Geraldine Bond.
- C. WRMC ASSISTED CARE DEVELOPMENT:** Guidance from the Council concerning a proposed cost-share for the cost difference between constructing Longview as a 36 ft. collector vs. a 28 ft. local street for approximately 1450 feet at the WRMC Assisted Care development.

- D. **ORDINANCE AMENDMENT:** An ordinance amending Section 97.016 of the Code of Fayetteville to allow the Mayor or his designee to establish fees for use of City Park ballfield for tournaments.
- E. **NON-RESIDENT PARKING: REMOVED FROM AGENDA.** Item forwarded to the Street Committee.
- F. **LEASE AGREEMENT:** Review, comment, and approval of a lease and agreement for the Town Center between the City of Fayetteville, and the Advertising and Promotion Commission.
- G. **VA 98-9.00:** An ordinance vacating approximately three feet of a utility easement for property located at 2394 Big Oak Drive. The request was submitted by John and Lesley Green and is only for the portion of the of the easement on which the house encroaches.
- H. **VA 98-10:00:** An ordinance vacating approximately 6.5 feet of a utility easement for property located at 2911 Birdie Drive. The request was submitted by Lyle and Kelley Nicholson and is only for the portion of the easement on which the house encroaches.
- I. **SPECIAL ELECTION:** A ordinance calling for an election on the issue of Sunday sales of Alcoholic beverages.
- J. **SUTTON PARK VETO:** Pursuant to ACA Section 14-43-504 the Mayor's veto of Ordinance No. 4110, *An ordinance authorizing Eminent Domain Proceedings for the City to obtain land for park purposes which is located in the 400 Block of Sutton Street.*

**Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.**

August 18

|             | Roll                          |              |              | CW<br>SM<br>CONSENT |  |
|-------------|-------------------------------|--------------|--------------|---------------------|--|
| MILLER      | ✓                             |              |              | ✓                   |  |
| WILLIAMS    | ✓                             |              |              | ✓                   |  |
| SCHAPER     | ✓                             |              |              | ✓                   |  |
| DANIEL      | <del>✓</del>                  |              |              | <del>✓</del>        |  |
| YOUNG       | ✓                             |              |              | ✓                   |  |
| ZIRCHER     | ✓                             |              |              | ✓                   |  |
| TRUMBO      | ✓                             |              |              | ✓                   |  |
| PETTUS      | ✓                             |              |              | ✓                   |  |
| MAYOR HANNA | ✓                             |              |              |                     |  |
|             | SM<br>ORD<br>REVISION.        | CW<br>VS.    |              |                     |  |
| MILLER      | ✓                             | ✓            | ✓            |                     |  |
| WILLIAMS    | ✓                             | ✓            | ✓            |                     |  |
| SCHAPER     | ✓                             | ✓            | ✓            |                     |  |
| DANIEL      | <del>✓</del>                  | <del>✓</del> | <del>✓</del> |                     |  |
| YOUNG       | ✓                             | ✓            | ✓            |                     |  |
| ZIRCHER     | ✓                             | ✓            | ✓            |                     |  |
| TRUMBO      | ✓                             | ✓            | ✓            |                     |  |
| PETTUS      | ✓                             | ✓            | ✓            |                     |  |
| MAYOR HANNA |                               |              |              |                     |  |
|             | 6-0-<br>CS<br>SM<br>BID 92-60 |              |              |                     |  |
| MILLER      | ✓                             |              |              |                     |  |
| WILLIAMS    | ✓                             |              |              |                     |  |
| SCHAPER     | ✓                             |              |              |                     |  |
| DANIEL      | ✓                             |              |              |                     |  |
| YOUNG       | ✓                             |              |              |                     |  |
| ZIRCHER     | ✓                             |              |              |                     |  |
| TRUMBO      | ✓                             |              |              |                     |  |
| PETTUS      | ✓                             |              |              |                     |  |
| MAYOR HANNA |                               |              |              |                     |  |
|             | 7-0-0                         |              |              |                     |  |

Daniel  
arrived  
6:35.

|                    | TI gm.<br>R2A 98-13.0 | KW. zwP.<br>SM. | approved. |  |  |
|--------------------|-----------------------|-----------------|-----------|--|--|
| MILLER             | ✓                     | ✓               | ✓         |  |  |
| WILLIAMS           | ✓                     | ✓               | ✓         |  |  |
| SCHAPER            | ✓                     | ✓               | ✓         |  |  |
| DANIEL             | ✓                     | ✓               | ✓         |  |  |
| YOUNG              | ✓                     | ✓               | ✓         |  |  |
| <del>ZURCHER</del> | ✓                     | ✓               | ✓         |  |  |
| TRUMBO             |                       |                 |           |  |  |
| PETTUS             | ✓                     | ✓               | ✓         |  |  |
| MAYOR HANNA        |                       |                 |           |  |  |
|                    | 7-0-0.                | 7-0.            | 7-0-0.    |  |  |
|                    | R2 98-14.00           | TOP.            |           |  |  |
| MILLER             |                       |                 |           |  |  |
| WILLIAMS           |                       |                 |           |  |  |
| SCHAPER            |                       |                 |           |  |  |
| DANIEL             |                       |                 |           |  |  |
| YOUNG              |                       |                 |           |  |  |
| <del>ZURCHER</del> |                       |                 |           |  |  |
| TRUMBO             |                       |                 |           |  |  |
| PETTUS             |                       |                 |           |  |  |
| MAYOR HANNA        |                       |                 |           |  |  |
|                    | TI DP<br>WRML         |                 |           |  |  |
| MILLER             | ✓                     |                 |           |  |  |
| WILLIAMS           | ✓                     |                 |           |  |  |
| SCHAPER            | ✓                     |                 |           |  |  |
| DANIEL             | ✓                     |                 |           |  |  |
| YOUNG              | ✓                     |                 |           |  |  |
| <del>ZURCHER</del> | ✓                     |                 |           |  |  |
| TRUMBO             |                       |                 |           |  |  |
| PETTUS             | ✓                     |                 |           |  |  |
| MAYOR HANNA        |                       |                 |           |  |  |
|                    | 7-0.                  |                 |           |  |  |

|                    | KW 2ND<br>SM<br>ORD AMEND            | KW 3RD<br>SM   | approved     |  |  |
|--------------------|--------------------------------------|----------------|--------------|--|--|
| MILLER             | ✓                                    | ✓              | ✓            |  |  |
| WILLIAMS           | ✓                                    | ✓              | ✓            |  |  |
| SCHAPER            | ✓                                    | ✓              | ✓            |  |  |
| DANIEL             | ✓                                    | ✓              | ✓            |  |  |
| YOUNG              | ✓                                    | ✓              | ✓            |  |  |
| <del>ZURCHER</del> | <del>✓</del>                         | <del>✓</del>   | <del>✓</del> |  |  |
| TRUMBO             | ✓                                    | ✓              | ✓            |  |  |
| PETTUS             | ✓                                    | ✓              | ✓            |  |  |
| MAYOR HANNA        |                                      |                |              |  |  |
|                    | 7-0-0.                               | 7-0-0.         |              |  |  |
|                    | LEASE AG.R.<br><del>10-10-2000</del> |                |              |  |  |
| MILLER             |                                      |                |              |  |  |
| WILLIAMS           |                                      |                |              |  |  |
| SCHAPER            |                                      |                |              |  |  |
| DANIEL             |                                      |                |              |  |  |
| YOUNG              |                                      |                |              |  |  |
| <del>ZURCHER</del> | <del>✓</del>                         | <del>✓</del>   | <del>✓</del> |  |  |
| TRUMBO             |                                      |                |              |  |  |
| PETTUS             |                                      |                |              |  |  |
| MAYOR HANNA        |                                      |                |              |  |  |
|                    | KW 2ND<br>SM<br>VA 98-900            | LS 3RD<br>HID. |              |  |  |
| MILLER             | ✓                                    | ✓              | ✓            |  |  |
| WILLIAMS           | ✓                                    | ✓              | ✓            |  |  |
| SCHAPER            | ✓                                    | ✓              | ✓            |  |  |
| DANIEL             | ✓                                    | ✓              | ✓            |  |  |
| YOUNG              | ✓                                    | ✓              | ✓            |  |  |
| <del>ZURCHER</del> | <del>✓</del>                         | <del>✓</del>   | <del>✓</del> |  |  |
| TRUMBO             | ✓                                    | ✓              | ✓            |  |  |
| PETTUS             | ✓                                    | ✓              | ✓            |  |  |
| MAYOR HANNA        |                                      |                |              |  |  |
|                    | 7-0-0.                               | 7-0-0.         | 7-0.         |  |  |

kw  
ff. 2nd

SM  
HD 22D

approved.

|                    | LA 98-10.00       | SM<br>HD 22D | approved. |  |  |
|--------------------|-------------------|--------------|-----------|--|--|
| MILLER             | ✓                 | ✓            | ✓         |  |  |
| WILLIAMS           | ✓                 | ✓            | ✓         |  |  |
| SCHAPER            | ✓                 | ✓            | ✓         |  |  |
| DANIEL             | ✓                 | ✓            | ✓         |  |  |
| YOUNG              | ✓                 | ✓            | ✓         |  |  |
| <del>ZURCHER</del> |                   |              |           |  |  |
| TRUMBO             | ✓                 | ✓            | ✓         |  |  |
| PETTUS             | ✓                 | ✓            | ✓         |  |  |
| MAYOR HANNA        |                   |              |           |  |  |
|                    | 7-0-0.            | 7-0-0.       | 7-0-0.    |  |  |
|                    | SKW SM<br>ELECTOR | SM DP. 3RD   |           |  |  |
| MILLER             | ✓                 | ✓            | ✓         |  |  |
| WILLIAMS           | ✓                 | ✓            | ✓         |  |  |
| SCHAPER            | ✓                 | ✓            | ✓         |  |  |
| DANIEL             | ✓                 | ✓            | ✓         |  |  |
| YOUNG              | ✓                 | ✓            | ✓         |  |  |
| <del>ZURCHER</del> |                   |              |           |  |  |
| TRUMBO             | ✓                 | ✓            | ✓         |  |  |
| PETTUS             | ✓                 | ✓            | ✓         |  |  |
| MAYOR HANNA        |                   |              |           |  |  |
|                    | 7-0-0.            | 7-0.         | 7-0-0.    |  |  |
|                    | SL How Park       |              |           |  |  |
| MILLER             |                   |              |           |  |  |
| WILLIAMS           |                   |              |           |  |  |
| SCHAPER            |                   |              |           |  |  |
| DANIEL             |                   |              |           |  |  |
| YOUNG              |                   |              |           |  |  |
| <del>ZURCHER</del> |                   |              |           |  |  |
| TRUMBO             |                   |              |           |  |  |
| PETTUS             |                   |              |           |  |  |
| MAYOR HANNA        |                   |              |           |  |  |

## A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, August 4, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

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

**ABSENT:** None

### NOMINATING COMMITTEE REPORT

Alderman Daniel moved to nominate Tommie Perkins to the Construction Board of Adjustments and Appeals; Louis Gottsponer to the Library Board; Mathanki Kalapathy and Aubrey Bernath to the Juvenile Concerns Committee; Woody Charlton, Barbara Stripling, Rowland McKinney, and Ron Warren to the Cable Board; Jana Clynych, Janet Coleman, and Candy Clark to the Tree and Landscape Committee; and Annee Littell to the Environmental Concerns Committee. Alderman Young seconded the motion. Upon roll call, the motion carried on a vote of 8 to 0.

### CONSENT AGENDA

Mayor Hanna introduced consideration of items which may be simultaneously approved by motions or resolutions.

**APPROVAL OF MINUTES:** July 21 minutes;

**BID 98-54:** A resolution accepting Shipley Motor Equipment Company's bid of \$62,552 as the lowest qualified bid for an 18' flat bed dump truck.

*RESOLUTION 103-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

**BID 98-58:** A resolution awarding Ark-O Petroleum a contract in the amount of \$44,400 plus a contingency of \$6,660 to upgrade the underground storage tanks at the Fayetteville wastewater treatment facility and the sludge management site.

*RESOLUTION 104-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

**LIBRARY MASTER PLAN:** A resolution awarding a contract with Meyer,

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Scherer & Rockcastle, Ltd., in the amount of \$36,747 to provide the Fayetteville Public Library with a master plan development study and the approval of contingency in the amount of \$3,675 and a budget adjustment.

*RESOLUTION 105-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

**LIBRARY BOARD:** A resolution increasing the Library Board to seven members, in addition, the appointment of three new board members.

*RESOLUTION 106-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

**PROJECT TELESTAR:** A resolution certifying local government endorsement of Project Telestar to participate in the Advantage Arkansas Program--also known as the Arkansas Enterprise Zone Program, Act 947 of 1993.

*RESOLUTION 107-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

**FAYETTEVILLE MILLENNIUM CELEBRATION:** First Night Fayetteville requests funding for 1999/2000 New Year's Celebration.

*RESOLUTION 108-98 AS RECORDED IN THE CITY CLERK'S OFFICE.*

Alderman Miller made a correction to the minutes. He stated he did not move the resolution to not allow alcoholic beverages on the Hog City Diner. Alderman Williams stated he had made the motion.

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

## OLD BUSINESS

### COMPENSATION FOR ALDERMEN

Mayor Hanna introduced an ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from \$350 per month to \$700 per month. This item was left on second reading.

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

Alderman Miller stated the political implications of doubling the

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wages seemed too much for people to take. He said Alderman Schaper's suggestion at a previous meeting to drop this to \$500 was a good one.

**Alderman Miller moved to make the raise to \$500 a month.  
Alderman Schaper seconded.**

Alderman Daniel stated she has not heard any anything negative from constituents regarding the raise.

Alderman Trumbo supported the \$700 figure. He stated the City is an \$85 million business that takes an educated person with common sense to understand the issues, and that person should be compensated.

Alderman Pettus also supported the \$700 figure. Everybody should receive fair compensation for the work they do. This might set a precedent for other communities.

Alderman Young agreed with Aldermen Trumbo and Pettus.

**Alderman Miller withdrew his motion.**

Alderman Williams had trouble supporting the \$700 amount because it doubles the current pay and would make Fayetteville the highest paid in the state. He would support \$500.

Alderman Schaper also had a problem with becoming the highest paid aldermen in the state.

**Alderman Schaper noted he did not withdraw his second and thought this should be voted on.**

**Upon roll call, the motion to amend to \$500 failed on a vote of 3 to 5, with Aldermen Williams, Schaper, and Daniel voting yes.**

Mayor Hanna called for the vote on the original ordinance increasing the pay to \$700.

**Upon roll call, the ordinance passed on a vote of 6 to 2, with Aldermen Williams and Daniel voting no.**

ORDINANCE 4109 AS RECORDED IN THE CITY CLERK'S OFFICE.

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**SUTTON STREET**

An ordinance authorizing eminent domain proceedings for the City to obtain land for Parks purposes which is located in the 400 block of Sutton Street. The ordinance was left on first reading.

City Attorney Rose stated the Council had a bill of assurance which was passed out at the last agenda session. The provisions include that the property is to be limited to one single-family dwelling unit located on the eastern 90' of the lot. The remaining property is to continue to be park-like in nature. Twenty feet of the western most property is to be allowed to be deeded to the adjoining property owners. It is not to be further diminished by subdivision, lot split, or lot line adjustment. Covenants and restrictions are to be enforced by adjoining property owners and/or the City. The bill of assurance is conditioned upon agreement that the City shall erect and enforce no-parking signs within 90 days.

Alderman Trumbo thought this would accomplish what a lot of people want. Condemning this would not set a good precedent.

Mayor Hanna stated this bill of assurance is what the Council asked for. He asked if it needed to be voted on.

City Attorney Rose replied it was offered by the owners and does not require approval. The condemnation ordinance is before the Council.

***Alderman Schaper moved to suspend the rules and go to the second reading. Alderman Miller seconded.***

Alderman Young suggested tabling this, if the bill of assurance is accepted. It would only take one vote now but could be brought back if the owners don't come through.

Alderman Williams felt a resolution of the issue was needed. If voted down now, condemnation could be reintroduced if needed later.

Alderman Schaper felt all the owners are offering is to not further develop the property, which would be difficult anyway. The issue is whether or not it makes sense to have this be a public park or a private back yard.

***Upon roll call, the motion to move to second reading carried on a vote of 8 to 0.***

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City Attorney Rose read the ordinance for the second time.

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

City Attorney Rose stated he had read the wrong ordinance for the second reading. He now read the correct one.

Alderman Williams moved to go to the third and final reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alderman Young asked if the owners would agree to sign the bill of assurance if the condemnation was voted down.

Mr. Wyit Wright, owner, replied the bill of assurance is freely tendered.

Alderman Schaper stated the real issue goes back to the desire of the City to have neighborhood parks. New neighborhoods get neighborhood parks built by the developer. We are debating whether or not it is a wise thing to create neighborhood parks in existing neighborhoods as the opportunity arises. There is no park in this neighborhood. If it stays in private hands, there is no guarantee of access. There is no guarantee it would be maintained as it is now. He felt the fears of the neighbors will soon dissipate. He advocated, if condemned, having the highest safeguards for the neighborhood. He favored granting Mr. Wright the additional 20'. He would restrict hours of operation and say no radio playing or boisterous activity. He stated the public interest is served by making this a park.

Alderman Trumbo stated this does not serve the public interest as it is six times per acre what was paid for Gulley Park. We are not getting value for the money, especially in light of the fact we can't maintain what we have.

Alderman Young stated if price is a consideration, we would only have parks on the outer edge of the city.

Alderman Daniel stated there are too many objections from adjacent landowners. It will be preserved as greenspace.

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Alderman Pettus stated this is private property. There has never been any guarantee of public access in the past, though it was allowed. This private ownership will not make it different from what it was in the past. Serving the public interest is an excuse used from the beginning of this country to take something that doesn't belong to the government. The power of condemnation should not be used in this circumstance. Reasonable promises have been made to preserve the property.

Mayor Hanna stated the Council asked if something could be worked out short of condemning the property. The owners have offered the bill of assurance and now we are back to debating the condemnation.

Alderman Williams stated the Council had asked for a conservation easement. The major problem with the bill of assurance is that "park-like nature" is not defined. He stated he'd suggested protective covenants, which was rejected, as was the conservation easement. He stated this is good value for the money. There have been extensive improvements by previous owners. Regarding condemnation, these owners have owned the park only since the Parks Department decided to purchase it. The proponents of the park did everything the Parks Department asked them to. The overwhelming majority of the neighborhood supports this.

Alderman Miller stated if this were a family farm or home, he would not support condemnation. Under the present circumstances, he would reluctantly vote for condemnation.

Alderman Young asked who would sign the bill of assurance. He was told they could sign separately or whoever was owner of record at the time.

Alderman Zurcher stated if it was condemned he would support Alderman Schaper's safeguards and erecting no-parking signs.

Mayor Hanna called for the vote.

*Upon roll call, the ordinance passed on a vote of 5 to 3, with Aldermen Pettus, Daniel, and Trumbo voting no.*

ORDINANCE 4110 AS RECORDED IN THE CITY CLERK'S OFFICE.

VOLUME BASED PROPOSAL

Mayor Hanna introduced a request to bring the volume based

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proposal off the table for further discussion.

*Alderman Williams moved to take the ordinance off the table.*

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

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

*City Attorney Rose read the ordinance for the second time.*

Kevin Crosson, Public Works Director, pointed out that staff's recommendation would be to start this program in the year 2000, if the Council approves the ordinance, in order to have adequate time to set the program up and for public education.

Alderman Daniel asked if any changes would occur in 1999.

Cheryl Zotti, Environmental Affairs Administrator, replied one change will be the change to a bin program, the curbside recycling program using bins instead of bags. Trash will remain the same, if the new program is delayed until 2000.

Alderman Williams stated this will be a substantial change and we need to make sure there is a good reason for it. He asked why we need to discontinue the type of service we've been providing and go to a volume based system.

Zotti replied there are several reasons. This program will bring equity to our billing and collection program. We are in search of a tool to increase recycling efforts in our city. An ongoing goal is to decrease landfill usage. The Committee and staff want residents to think about waste management in their homes. This has come forward now to dovetail with the bin program.

Alderman Williams asked if there were estimates on how much this would lower our landfill amount.

Zotti replied it is conservatively estimated at 10% of the residential trash, which is about 35% of the total trash in the city. She agreed most trash comes from the commercial sector.

Alderman Williams asked about the life span of the Cherokee Nation Landfill.

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Zotti replied they are working towards constructing a long term landfill.

Alderman Trumbo asked what the savings would be not to have to truck it all the way to Oklahoma.

Zotti stated it would be an immediate savings if we drop \$2 a ton on transportation. It would save us about \$35,000 per year total.

Alderman Williams noted that no one's rate would go down in this plan. Some would go up. He asked if other plans had been looked at where rates would be lowered and the bags sold instead of given away.

Zotti replied they have looked at a second year plan involving a lower base rate and selling the bags. This has not been worked out with the Environmental Concerns Committee. Disposal is not the most significant cost in the residential budget.

Alderman Williams stated this plan has no carrot, only a stick; if you use too much, you will pay extra. He was also concerned about convenience. He would like to see the bags sold at grocery stores.

Alderman Schaper stated there is a concern for illegal dumping when every bag has to be bought.

Alderman Zurcher noted there is no number of bags in the ordinance on the table.

**Alderman Zurcher proposed an amendment to include the number 78 in section B1A. Alderman Young seconded.**

Alderman Trumbo suggested two bags a week.

Alderman Williams stated that even with that increase, 30% of households would have to buy more bags.

Alderman Schaper said that is what volume based is all about. Raising the number would make it no longer a volume based system.

Zotti stated staff had originally suggested 104 bags a year.

Alderman Miller stated the Committee had struggled with the number for three hours. He personally thought 78 might be a

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drastic cut for some. He would hope that using 104 bags would help educate people and get them into the habit.

Alderman Daniel had it confirmed that the amendment was to go into effect in 2000.

*Upon roll call, the amendment failed on a vote of 4 to 5, with Aldermen Schaper, Daniel, Young, and Zurcher voting yes and Mayor Hanna voting no.*

*Alderman Young moved to amend the ordinance to 104 bags the first year and 78 thereafter. Alderman Zurcher seconded.*

Alderman Pettus supported 104 bags the first year, but not 78 the next year.

Alderman Young stated having 78 bags the next year would force the future Council to evaluate it, otherwise it might remain 104 forever.

Zotti stated staff is already working on a second year plan.

*Upon roll call, the amendment to 104 bags carried on a vote of 5 to 3, with Aldermen Pettus, Williams, and Trumbo voting no.*

a member of the audience spoke in favor of the ordinance but wanted the bags easy to obtain. He stated we should recycle numbers higher on the plastic chain.

Alderman Miller explained that a market has to be found before more plastics can be added.

Janis Ryan, citizen, stated the purpose of the program is to reduce trash, which means limiting bags. People are not aware of what can be recycled. We can recycle more or generate less trash to begin with. She showed examples of alternatives to throw-away products. She also spoke about a master composting program soon to be implemented by various county organizations. She stated there is no place to throw things away any more and dealing with trash is everyone's personal responsibility.

*Alderman Miller moved to suspend the rules and go to the third and final reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 7 to 1, with Alderman Williams voting no.*

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City Attorney Rose read the ordinance for the third time.

Upon roll call, the ordinance passed on a vote of 7 to 1, with Alderman Williams voting no.

ORDINANCE 4111 AS RECORDED IN THE CITY CLERK'S OFFICE.

#### NEW BUSINESS

##### VA98-8.00/2097 HAILEY DRIVE/RUSH

Mayor Hanna introduced an ordinance approving a utility easement vacation requested by Richard Rush for property located at 2097 Hailey Drive. The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately five square feet.

City Attorney Rose read the ordinance for the first time.

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

City Attorney Rose read the ordinance for the second time.

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

City Attorney Rose read the ordinance for the third time.

There were no comments from the audience.

Mayor Hanna called for the vote.

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

ORDINANCE 4112 AS RECORDED IN THE CITY CLERK'S OFFICE.

AUGUST 4, 1998

ORDINANCE REVISION/PHYSICAL ALTERATION OF LAND

Mayor Hanna introduced an ordinance revising Chapter 161: Physical Alteration of Land.

Alderman Williams asked that this item be considered later on the agenda. Its reading would be lengthy and many citizens were present to speak regarding the next item, Mount Sequoyah Gardens.

There was a consensus to move this.

MOUNT SEQUOYAH GARDENS

Mayor Hanna introduced a resolution dedicating City land on the east side of Mt. Sequoyah as a City park and the immediate development of the park.

Alderman Williams removed the third paragraph of his resolution. He stated he presented the resolution to preserve and establish a park where the old water towers were removed. This has a beautiful view and would be an excellent place for a park.

Connie Edmonston, Parks Director, agreed it is a pretty site but had concerns. This land is sloped and will be hard to mow. A mower with a low center of gravity would be needed. She noted there was favorable public comment about this at the Parks Board level but no vote was taken. She felt the Board shared her maintenance and development concerns.

Alderman Williams stated he did not envision a high-maintenance park. He hoped native trees would be planted and offered to transplant trees from his land.

Alderman Trumbo suggested having this follow the procedural process and go to the Parks Board.

Alderman Zurcher did not need the Parks Board to tell him this is a great spot for a park. This resolution just says this is what the City wants.

Alderman Williams agreed it is very general in nature and not a developmental plan. It just states it should be a park and develop as a garden setting rather than as a sports park, skateboard park, or some other type. He stated the Council does set policy. This is City land and it is proper to go forward and assure the neighbors what this will be used for.

AUGUST 4, 1998

Alderman Trumbo again stated this should go through the regular process, especially to address the budget concerns.

Alderman Pettus felt the Council could say they want it to be a park and then let it go through the process for planning and budgeting.

Louise Montgomery, 213 Summitt, encouraged the Council to adopt the resolution so that the City can plan for this park. She would like to see it remain a low-maintenance park. It already belongs to the City, so they are already responsible for its maintenance. This has been discussed at two Park Board meetings. She recalled no neighborhood opposition and could see no reason for the public to have to appear at another meeting to discuss this.

Lyle Gohn, Rogers Drive, thanked the City for removing the water tank tower. This is now a beautiful site. He agreed there is no reason for further meetings with the Park Board. He felt the Parks Board fully supported the concept. He has found only one person who opposes this in the neighborhood.

Michael Green, Texas Way, commended the City for restoring this scenic location. This area needs a park and he encouraged the Council to continue with this concept.

Ron Austin, neighbor, appreciates what the City has done. He asked if the Council would consider leaving it as it is for awhile to let the Parks Department study this and to solicit private and corporate donations to finish it.

Patsy Brewer, Habitat for Humanity, stated they were interested in part of this property. She passed out a proposal for locating three houses on part of the land. She noted the hillside was not suitable for building. She asked the Council to consider other uses that might benefit the citizenry that would not be addressed by just a general park.

Alderman Daniel stated she would like to see Habitat for Humanity build in the central part of the city. She did not favor putting houses on this spot.

Alderman Williams agreed this is not an appropriate location for residential development.

Alderman Schaper also agreed. He would rather see the Habitat houses built one by one and fit into existing neighborhoods.

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Dan Coody, resident, stated this is a unique site because of the view. He stated they will soon owe the City \$3,300 for parks fees soon. He would like to see it go directly into developing this site into some kind of garden as the resolution promotes. There is no controversy surrounding this and he hoped the Council would move it forward.

Alderman Pettus stated the resolution is dogmatic as written. She suggested using, "It is suggested. . ." rather than ". . ." should be established."

Alderman Williams agreed to make that amendment to the resolution. He stated this is just a concept suggestion from the Council on how this could be developed. It is not meant to dictate exactly how the park is to be developed.

***Alderman Williams moved the resolution. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.***

***RESOLUTION 109-98 AS RECORDED IN THE CITY CLERK'S OFFICE.***

**ORDINANCE REVISION/PHYSICAL ALTERATION OF LAND**

Mayor Hanna introduced an ordinance revising Chapter 161: Physical Alteration of Land.

Alderman Pettus asked to move this to the end of the agenda.

There was consensus to do this.

**CONDEMNATION/226 NORTH SCHOOL STREET**

Mayor Hanna introduced an ordinance condemning property located at 226 North School Street.

Mayor Hanna reported that this should not yet be read as an ordinance, as the City has not had an appraisal or made an offer. He did feel it was proper to discuss this.

Richard Alderman, architect, stated his firm has been retained to work with this project. They have been given assurances from the owner that he is ready to move forward. A meeting has been set to look at preliminary concepts.

Alderman Williams stated the Council has heard this before but

AUGUST 4, 1998

nothing has ever happened. The owner was given a year and then another year and the property is still in an ugly, dangerous condition.

Mr. Alderman stated the owner-approved time line says that within the next 30 days they would like to work through the schematic design process.

Alderman Schaper asked if the parking waivers were still valid.

Kevin Crosson, Public Works Director, offered to check on this, but thought they were still good.

Alderman Williams reminded the Council they had received a letter over a year ago from the owner stating he had retained an architect and including a schedule for completion that stated construction would begin in the spring of 1998. Mr. Klinger was given another chance at that time and was told the City would take action if this was not done.

Mr. Alderman responded that it takes time and effort for a private individual to put together a project like this. He is ready to move it forward now. He confirmed that the owner has a line of credit set up. He stated construction should begin in late December or the first of January.

Alderman Schaper asked if there is precedent for making a contingent condemnation stating if this is not under construction by the first of February it will be condemned.

City Attorney Rose did not know of that every being done. He stated he wants to be sure that the primary reason for going forward with the condemnation is the belief that the land is best suited for a public purpose and not to punish Mr. Klinger. He asked the Council to articulate for the record their reasons for wanting to condemn this property.

Alderman Williams explained his comments pertained to the raze and removal.

Mr. Alderman stated there are several other properties in that area in much worse shape than this one. This owner has tried to make this not be a public nuisance and has done whatever the City inspector has asked.

Alderman Schaper stated the City can use more off-street parking in that area. The issue is how long to wait for this kind of

AUGUST 4, 1998

private investment to take root.

Alderman Williams stated this is across the street from the Walton Arts Center, which the City is half owner of, and is an eyesore.

Alderman Miller stated this structure was left open until the City pressured the owner to board it up. He does not want to see more parking. Though he is impatient to see improvement, he felt some progress is being made. If no progress is made, he will condemn it.

Alderman Williams pointed out no progress was made until this was put back on the agenda.

Mr. Alderman offered to bring the plans to the Council to show that progress is being made.

Alderman Pettus asked for a drop-dead deadline.

Mr. Alderman stated he could not tell his client when to spend his money, but he could tell him when he will have a plan ready. He stated a conceptual plan could be brought forward in 45 days.

Alderman Schaper wanted to see a commitment from the owner, a drop-dead date for time of construction.

Alderman Williams suggested leaving it on the table to see what happens.

This item was left tabled.

#### ORDINANCE REVISION/PHYSICAL ALTERATION OF LAND

Mayor Hanna introduced an ordinance revising Chapter 161: Physical Alteration of Land.

*City Attorney Rose read the ordinance for the first time.*

Alderman Williams stated the Ordinance Review Committee has looked at this for years. The intent of this ordinance is to preserve hillsides and ensure quality development.

City Attorney Rose asked for any found errors to be submitted to him in writing for correction.

AUGUST 4, 1998

Ms. Benedict, League of Women Voters, stated the League supports standards that minimize erosion and pollution caused by development on hillsides and along streams in Fayetteville. She commended the Council for this revision and asked them to continue working on zoning so there will be less density on steep slopes.

Alderman Young asked about measuring the maximum length of any cut or fill along the ground. He thought the intent was along the slope.

It was agreed that was the intent.

This item was left on first reading.

#### **ANNOUNCEMENTS & ADJOURNMENT**

Alderman Zurcher read a prepared statement announcing his immediate resignation from the Council due to his move from Ward One.

Mayor Hanna adjourned the meeting at 9:00 p.m.

FINAL AGENDA INFORMATION  
for  
Aug. 18, 1998, Council Meeting

Given out at agenda session:

- Contract Bid 98-57, Lake Lucille Spillway  
Number this ID.07-.08
- Replacement page IIIB.01
- Town Center lease  
Number this IIIF.01-.23
- VA98-9.00  
Number this IIIG.01-.09
- VA98-10  
Number this IIIH.01-09

Attached here:

- Final agenda
- Aug. 4 minutes
- Replacement page IIIG.01
- Replacement page IIIH.01

## SUGGESTED AMENDMENTS TO TOWN CENTER LEASE

Section 402. Lessee shall have the right from time to time to make additions, alterations and changes in or to the improvements constituting part of the Leased premises and shall have the right to construct new improvements with the prior written approval of the Lessor. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section, the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

Section 503. The Lessee covenants that it will operate or cause to be operated the facilities constituting the Project in a prudent and financially responsible manner, and will fix, charge and collect reasonable rates, fees and charges for the use of the facilities constituting the Project and for services performed by the Lessee in connection therewith, recognizing that 501(c)(3) groups located in the City of Fayetteville are to be given a reduced rate, fee and/or charge. The policy by which rates, fees and charges will be set for such 501(c)(3) groups shall be approved by the Lessor (Fayetteville City Council). To the extent that revenues from the facilities constituting the Project are insufficient therefor, all operating costs of the Project will be paid by the Lessee.

## STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

## ACTION REQUESTED:

VA 98-9.00: Utility easement vacation as requested by John and Lesley Green for property located at 2394 Big Oaks Drive, Lot 4 Block 10 of the East Oaks Subdivision Phase II. The property is zoned R-1, Low-Density Residential. The north portion of the house extends approximately 3 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 115.73 square feet.

## STAFF RECOMMENDATION:

Staff forwards Planning Commission recommendation for approval of VA 98-9.00 on a unanimous vote of 7-0-0. Commissioners Odom and Johnson were not present.

Alett Little  
Alett Little, Division Head

8/11/98  
Date

Cross Reference:  
New Item: ☒ Yes ☐ No

[Signature]  
City Attorney

8-11-98  
Date

[Signature]  
Public Works Director

8-11-98  
Date

[Signature]  
Administrative Services Director

8/13/98  
Date

[Signature]  
Mayor

8/14/98  
Date

# STAFF REVIEW FORM

## AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

ACTION REQUESTED:

VA 98-10.00: Utility easement vacation as requested by Lyle and Kelley Nicholson for property located at 2911 Birdie Drive, Paradise View Estates, Phase I, Lot I. The property is zoned R-1, Low-Density Residential. The southeast corner of the house extends approximately 6.5 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 72.3 square feet.

STAFF RECOMMENDATION:

Staff forwards Planning Commission recommendation for approval of VA 98-10.00 on a unanimous vote of 7-0-0. Commissioners Odom and Johnson were not present.

  
Alett Little, Division Head

8/11/98  
Date

Cross Reference:  
New Item ☒ Yes ☐ No

  
City Attorney

8-11-98  
Date

  
Public Works Director

8-11-98  
Date

  
Administrative Services Director

8/13/98  
Date

  
Mayor

8/14/98  
Date

## AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 8/11/98

### HANDOUTS:

LEASE AGREEMENT TOWN CENTER.  
RZ 98-14 COVER  
LAKE LUCILLE  
VA 98-9  
VA 98-10

### DISTRIBUTED TO:

☒ Stephen Miller

☒ Kit Williams

☒ Cyrus Young

~~☒ Randy Zurcher~~

☒ Trent Trumbo

☒ Donna Pettus

☒ Len Schaper

☒ Heather Daniel

☒ Mayor Hanna

☒ ~~Phyllis Rice~~  
NANU.

☒ Ben Mayes

☒ Kevin Crosson

☒ Charlie Venable

☒ Jerry Rose

☒ Alett Little

☒ Steve Davis

☒ NWAT

☒ M. News

☐ KIX

☒ Democrat-Gazette

☐ Robyn/Lana

☐ Jane

### NOTES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# STAFF REVIEW FORM

☒ Agenda Request  
☐ Contract Review  
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF August 18, 1998

FROM:

Ben Mayes

Administrative Services

Administrative Services

Name

Division

Department

**ACTION REQUESTED:** Review, comment, and approval of a lease and agreement for the Town Center between the City of Fayetteville and the Advertising and Promotion Commission.

## COST TO THE CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining Balance

Fund

## BUDGET REVIEW:

☐ Budgeted Item

☐ Budget Adjustment Attached

Steph Davis

Budget Coordinator

Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: \_\_\_\_\_

Marilyn J. Kramer

Accounting Manager

8-10-98  
Date

Internal Auditor

Date

[Signature]

City Attorney

10 Aug '98  
Date

ADA Coordinator

Date

P. Vico

Purchasing Officer

8-11-98  
Date

## STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Ben Mayes

Administrative Services Director

8/10/98  
Date

Prev Ord/Res #: \_\_\_\_\_

Fred Hamm

Mayor

8/11/98  
Date

Orig. Contract Date: \_\_\_\_\_

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

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### MEMO

To: Mayor Hanna  
City Council

From: Ben Mayes 

Date: August 10, 1998

Subject: Lease and Agreement

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Attached for your review and approval is a copy of the Lease and Agreement between the City of Fayetteville and the Advertising and Promotion Commission of the City of Fayetteville as approved by the Advertising and Promotion Commission on August 10, 1998. Should you have any questions or concerns, do not hesitate to call me.

BRM:mm

Enclosure

**LEASE AND AGREEMENT**

**Between**

**CITY OF FAYETTEVILLE, ARKANSAS**

**and**

**ADVERTISING AND PROMOTION COMMISSION  
of the CITY OF FAYETTEVILLE, ARKANSAS**

**Dated as of**

## **LEASE AND AGREEMENT**

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## LEASE AND AGREEMENT

This LEASE AND AGREEMENT made as of \_\_\_\_\_, by and between the CITY OF FAYETTEVILLE, ARKANSAS ("Lessor" or "City") and the ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF FAYETTEVILLE, ARKANSAS ("Lessee" or "Commission");

### WITNESSETH:

1. WHEREAS, Lessor is a duly organized and existing municipality, a city of the first class, under the laws of the State of Arkansas with full and lawful power and authority to enter into this Lease and Agreement; and
2. WHEREAS, Lessee is authorized under the laws of the State of Arkansas to enter into this Lease and Agreement and to perform all covenants and obligations on its part and to be performed under and pursuant to this Lease and Agreement; and
3. WHEREAS, at a special election held on August 5, 1997 the electors of the City approved the issuance of a \$6,950,000 bond issue to finance the construction of the Fayetteville Town Center as a new, multi-purpose, civic center for meetings, conventions, exhibitions, entertainment events, related uses and parking; and
4. WHEREAS, the Bonds are issued by the City but are largely/primarily to be funded by the Advertising and Promotion Commission through the pledge of the City's one cent Hotel and Restaurant Gross Receipts Tax approved by the voters in 1977; and
5. WHEREAS, the Commission agrees to contribute \$1,000,000 toward the construction of the Town Center; and
6. WHEREAS, upon completion, the Town Center will be owned by the City; and

7. WHEREAS, the Commission is willing to manage the Town Center and to assume the financial burden, if any , incurred in such management for the purpose of fulfilling their statutory purpose of advertising and promoting the City and for maintaining and operating a convention center and/or tourist promotion facility in the City; and

8. WHEREAS, the City believes it is in the best interests of the citizens of Fayetteville for the Commission to manage the Town Center on behalf of the City,

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged by Lessor and Lessee, and in consideration of the mutual benefits and covenants herein contained, Lessor and Lessee AGREE as follows:

## ARTICLE I

### DEFINITIONS

Section 101. In addition to the words and terms elsewhere defined in this Lease Agreement, the following words and terms as used in this Lease Agreement shall have the following meanings unless the context clearly indicates a different meaning or intent:

“Bonds” - The City of Fayetteville, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 1998, issued under and secured by the Indenture, to provide funds to construct and equip the Project.

“Indenture” or “Trust Indenture” - the Trust Indenture and First Supplemental Trust Indenture between the City and the Trustee, which sets forth the details pertaining to the Bonds, the nature and extent of the security and the rights, duties and obligations of the City, the Trustee and the holders and registered owners of the Bonds and the terms under which the Bonds are secured.

**"Lease Agreement"** - The within Lease and Agreement.

**"Lease term" or "Term"** - the term of the Lease Agreement set forth in Section 202.

**"Leased Premises"** - the lands, buildings, improvements, and facilities covered by the Lease Agreement and defined in Section 201 hereof.

**"Lessee"** - the Advertising and Promotion Commission of the City of Fayetteville, Arkansas.

**"Lessor"** - The City of Fayetteville, Arkansas, a city of the first class and located in Washington County, Arkansas.

**"Project"** - The lands, buildings, improvements, and facilities constituting a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events and related uses, and related parking facilities, collectively to be known as the Fayetteville Town Center financed out of proceeds of the Bonds and other monies and leased under this Lease Agreement. The lands included in the Project are described as Exhibit A attached hereto.

**"Rent" or "Rents"** - the Basic Rent (provided for in Section 203(a) hereof) and the Additional Rent (provided for in Section 203(b) hereof), unless the context clearly indicates both are not intended.

**"Trustee"** - The Trustee for the time being, whether original or successor with the original Trustee being Bank of Oklahoma, N.A., Tulsa, Oklahoma who is a party to the Indenture.

## ARTICLE II

### DEMISING CLAUSES, DURATION OF LEASE TERM AND RENTAL PROVISIONS

Section 201. Lessor, for and in consideration of the rents, covenants and agreements herein reserved, mentioned and contained, on the part of Lessee to be paid, kept and performed, agrees to and does hereby lease to Lessee, and Lessee agrees to, and does hereby lease, take and hire from Lessor, subject to the terms, conditions and provisions of this Lease Agreement expressed, the following:

- (a) The lands situation in Washington County, Arkansas, described in Exhibit A attached hereto (the "lands");
- (b) The buildings, structures and other improvements now or at any time hereafter erected and installed on the lands; and
- (c) All accretions, easements, rights of way and appurtenances belonging to the lands and/or the improvements described in (a) and (b) above.

The properties described in (a), (b), and (c) above are herein collectively referred to as the "Leased Premises".

TO HAVE AND TO HOLD the Leased Premises unto the Lessee for the term of this Lease Agreement as hereafter set forth.

Section 202. The term of this Lease Agreement shall commence upon substantial completion of the Project and shall run for a period of fifty (50) years. .

Section 203. (a) Basic Rent

Lessee covenants to pay to Lessor, Basic Rent of one dollar per year.

(b) Additional Rent. During the term hereof, Lessee shall pay as Additional Rent all expenses, liabilities, obligations and other payments of whatever nature which Lessee has agreed to pay or assume under the provisions of this Lease Agreement.

### ARTICLE III

#### INSURANCE

Section 301. A. Lessor party shall, at Lessor's sole cost and expense, keep the Leased Premises and the furniture, fixtures and equipment insured:

- (i) Against the perils of fire and the hazards ordinarily included under broad form extended coverage endorsements in amounts not less than 90% of the full insurable value thereof within the terms of applicable policies.
- (ii) If there are boiler or pressure vessels, from boiler or pressure vessel explosion in an amount customarily carried in the case of similar industrial operations.

The term "full insurable value" means such value as shall be determined from time to time at the request of Lessor, Lessee or Trustee (but not required more frequently than once in every forty-eight (48) months) by one of the insurers selected by. Lessor.

B. At all times during the term, Lessee shall, at no cost or expense to Lessor, maintain or cause to be maintained:

- (i) General Public Liability insurance against claims for bodily injury or death occurring upon, in or about the Leased Premises, with such insurance to afford protection to the limits of not less than \$1,000,000 in respect of bodily injury or death to any one person and to the limit of not less than \$2,000,000 In respect to any one accident; and
- (ii) Property damage insurance against claims for damage to property occurring upon, in or about the Leased Premises with such insurance to afford protection to the limit of not less than \$50,000 in respect of damages to the property of any one owner.

C. The insurance required by this Article III shall be maintained in full

force and effect at all times during the term of this Lease Agreement;

D. Copies or certificates of the insurance provided for by this Article or elsewhere in this Lease Agreement shall be delivered to the parties. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies shall be delivered to the parties.

E. All insurance required by this Section 301 shall be effected with insurance companies qualified to do business in the State of Arkansas. Appropriate provisions shall be inserted in each insurance policy making each policy noncancellable without at least ten (10) days prior written notice to Lessor, Lessee and the Trustee.

#### ARTICLE IV

##### REPAIRS AND MAINTENANCE OF LEASED PREMISES AND ALTERATIONS

Section 401. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained, and at the expiration of the term hereof, yield up or cause to be yielded up, in good and tenantable repair, order and condition, reasonable wear and tear excepted, the improvements now or at any time erected on the lands included in the Leased Premises; and promptly at no cost and expense to Lessor make or cause to be made all necessary repairs, interior and exterior, structural and non-structural, foreseen as well as unforeseen to such improvements.

Section 402. Lessee shall have the right from time to time to make additions, alterations and changes in or to the improvements constituting part of the Leased Premises and shall have the right to construct new improvements. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section,

the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

Section 403. All structural improvements and alterations made on the Leased Premises by or on behalf of Lessee shall immediately upon completion thereof be and become the property of the Lessor without payment therefor by Lessor but subject to this Lease Agreement. All machinery and equipment, trade fixtures, movable partitions, furniture and furnishings and other property installed at the expense of Lessee shall remain the property of the Lessee with the right of removal, whether or not affixed and/or attached to the real estate, and the Lessee shall, so long as it is not in default hereunder, be entitled but shall not be obligated to remove the same, or any part thereof, during the term, or within a reasonable time thereafter, but Lessee shall at its own cost and expense repair any and all damages to the Leased Premises resulting from or caused by their removal therefrom.

Section 404. Lessee agrees to pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to or for the Lessee upon or in connection with the Leased Premises throughout the term of this Lease Agreement.

## ARTICLE V

### USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

SECTION 501. Subject to the following provisions of this Section, Lessor and Lessee agree that Lessee shall use the Leased Premises for a multi-purpose civic center for meetings and conventions, exhibitions, entertainment events and related uses and related parking facilities. Lessee shall during the term promptly comply with all valid

statutes, laws, and requirements of all federal, state, local and other governments or governmental authorities, including the Bond Indenture and Ordinance, now or hereafter applicable to the Leased Premises. Lessee shall during the term comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease Agreement.

SECTION 502. The Lease Premises and Portions thereof should be made available by the Lessee for use by 501(c)(3) designated non-profit groups located in the City of Fayetteville, Arkansas, for such events as civic receptions and community meetings during those times when the Lease Premises is not reserved to be utilized for the purposes set forth in Section 501 above. With respect to this Section, a non-profit may not reserve the Lease Premises in excess of thirty (30) days prior to the date it will utilize the Lease Premises.

Section 503. The Lessee covenants that it will operate or cause to be operated the facilities constituting the Project in a prudent and financially responsible manner, and will fix, charge and collect reasonable rates, fees and charges for the use of the facilities constituting the Project and for services performed by the Lessee in connection therewith, recognizing that 501(c)(3) groups located in the City of Fayetteville are to be given a reduced rate, fee and/or charge. To the extent that revenues from the facilities constituting the Project are insufficient therefore, all operating costs of the Project will be paid by the Lessee.

Section 504. Lessee covenants that it will at all times operate the Project as a convention center within the requirements of the Advertising and Promotion Commission Act, Ark. Code Ann. Section 26-75-601 through 618 so that the Lessor will qualify

under the provisions of the City-County Tourist Meeting and Entertainment Facilities Assistance Law (Ark. Code Ann. Section 14-171-210 through 217) for turnback funds.

Section 505. Lessee covenants for the benefit of the Lessor and the holders of Lessor's outstanding Hotel and Restaurant Gross Receipts Tax Bonds that in operating the Project it will comply with all requirements of the Internal Revenue Code of 1986, as amended, which are required for interest on the Bonds to be excludable from gross income for federal income taxation purposes.

## ARTICLE VI

### LESSOR MAY PERFORM LESSEE'S OBLIGATIONS

Section 601. If Lessee shall fail to keep or perform any of its obligations as provided in this Lease Agreement in respect of (a) maintenance of insurance; (b) repairs and maintenance of the Leased Premises; (c) compliance with legal or insurance requirements; and (d) making of any other payment or performance of any other obligations, then Lessor may (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving or releasing Lessee from any obligation, and as an additional but not exclusive remedy, make any such payment or perform any such obligation (not under circumstances where such payment or performance would defeat any rights, herein specifically given to Lessee, to withhold such performance or to contest such obligation to the extent herein provided), and all sums so paid by Lessor and all necessary incidental costs and expenses incurred by Lessor in making such payment or performing such obligation shall be deemed Additional Rent and shall be paid to Lessor on demand.

## ARTICLE VII

### INSPECTION OF LEASED PREMISES BY LESSOR AND TRUSTEE

Section 701. Lessee shall permit Lessor and the Trustee or either of them, by their respective authorized representatives, to enter the Leased Premises at all reasonable times during usual business hours for the purpose of inspection, and for the performance of any work therein made necessary by reason of Lessee's default under any of the provisions of this Lease Agreement.

## ARTICLE VIII

### DAMAGE AND DESTRUCTION

Section 801. A. Lessee covenants and agrees that in the event of damage to or destruction of the Leased Premises, or any part thereof, by fire or other casualty, the Lessee shall immediately notify the Lessor and the Trustee.

If the Leased Premises sustain "major damage or destruction," (as hereafter defined) either party may terminate this Lease Agreement by written notice to the other party and the Trustee given within 45 days after casualty and Rents shall be paid to the date of the casualty.

If the damage does not constitute major damage or destruction, Lessee shall proceed to restore, repair, rebuild or replace the Leased Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction.

B. The term "major damage or destruction" as used in this Section is defined to mean any damage or injury to or destruction of the Leased Premises or any part thereof (whether or not resulting from an insured peril) such that the Leased Premises cannot reasonably be restored to its condition immediately preceding such damage, injury

or destruction within a period of ninety (90) working days, or which would prevent Lessee from carrying on its operations therein for a period of ninety (90) working days or the restoration cost of which would exceed the total amount of insurance carried on the Leased Premises in accordance with the provisions of Article III hereof.

C. All insurance money paid on account of such damage or destruction shall be paid to the Lessor and applied only to the payment of the cost of the restoration, repairs, replacements or rebuilding, including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repairs, replacements, or rebuilding or to prevent interference with the business operated thereon (sometimes referred to as the "restoration").

## ARTICLE IX

### ASSIGNMENT

Section 901. A. Lessee may not assign this Lease Agreement or sublet the Leased premises or part thereof for a period longer than 60 days without the prior written consent of Lessor. No such assignment or subletting and no dealings or transactions between the Lessor and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease Agreement and Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance pro tanto by Lessee.

## ARTICLE X

### DEFAULT PROVISIONS

Section 1001. The following shall be "events of default" under this Lease

Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, (i) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor unless the Lessor shall agree in writing to an extension of such time prior to its expiration or (ii) for such longer period as may be reasonably necessary to remedy such default provided that the Lessee is proceeding with reasonable diligence to remedy the same.

Section 1002. Whenever any event of default shall happen and then be continuing, the Lessor may take any of the following remedial steps:

(a) The Lessor may re-enter and take possession of the Leased Premises without terminating this Lease Agreement, and sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the Lessee hereunder.

(b) The Lessor may terminate the term, exclude the Lessee from possession of the Leased Premises and use its best efforts to lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of any such leasing.

(c) The Lessor shall have access to and inspect, examine and make copies of the books and records relating to the Leased Premises.

(d) The Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Section 1003. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement as now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 1004. The foregoing provisions of this Article relating to the receipt of moneys by Lessor as the result of an acceleration, upon a reletting or otherwise are each to be construed as providing that all such payments by Lessee or others shall be handled as provided in this Lease Agreement and in the Indenture.

## ARTICLE XI

### NOTICES

Section 1101. All notices, demands and requests which may or are required to be given by either party to the other or to the Trustee shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by certified mail by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the present states of the United States of America in a sealed envelope addressed as follows:

If intended for Lessee:

With Copy to:

If intended for Lessor:

Mayor  
City Administration Building  
113 W. Mountain  
Fayetteville, AR 72701

If intended for Trustee:

(To be supplied by Lessor)

Any party or the Trustee may change the address and the name of addressee to which subsequent notices are to be sent by notice to the other parties given as aforesaid.

## ARTICLE XII

### GENERAL

Section 1201. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

Section 1202. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease Agreement and the application of its provisions to persons or circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 1203. The provisions of this Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and sublessee.

Section 1204. The within Lease Agreement constitutes the entire Agreement between these parties relating to the Leased Premises described herein, and recites the entire consideration given and accepted, paid and to be paid, by the parties, and

no representations not expressed herein have been made by either party or their agents, and no representative of either party shall have any authority to bind the party allegedly represented concerning any modifications, additions, amendments or changes in this Agreement in view of the fact that the parties now agree that all amendments shall be in writing as amendments to this document and duly executed by the authorized representatives of both parties in order to have any effectiveness.

Section 1205. Nothing in this Lease Agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof and nothing herein shall be construed to waive the statutory tort immunity of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF FAYETTEVILLE, ARKANSAS  
LESSOR

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ADVERTISING & PROMOTION  
COMMISSION OF THE CITY OF  
FAYETTEVILLE, ARKANSAS, LESSEE

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

(SEAL)

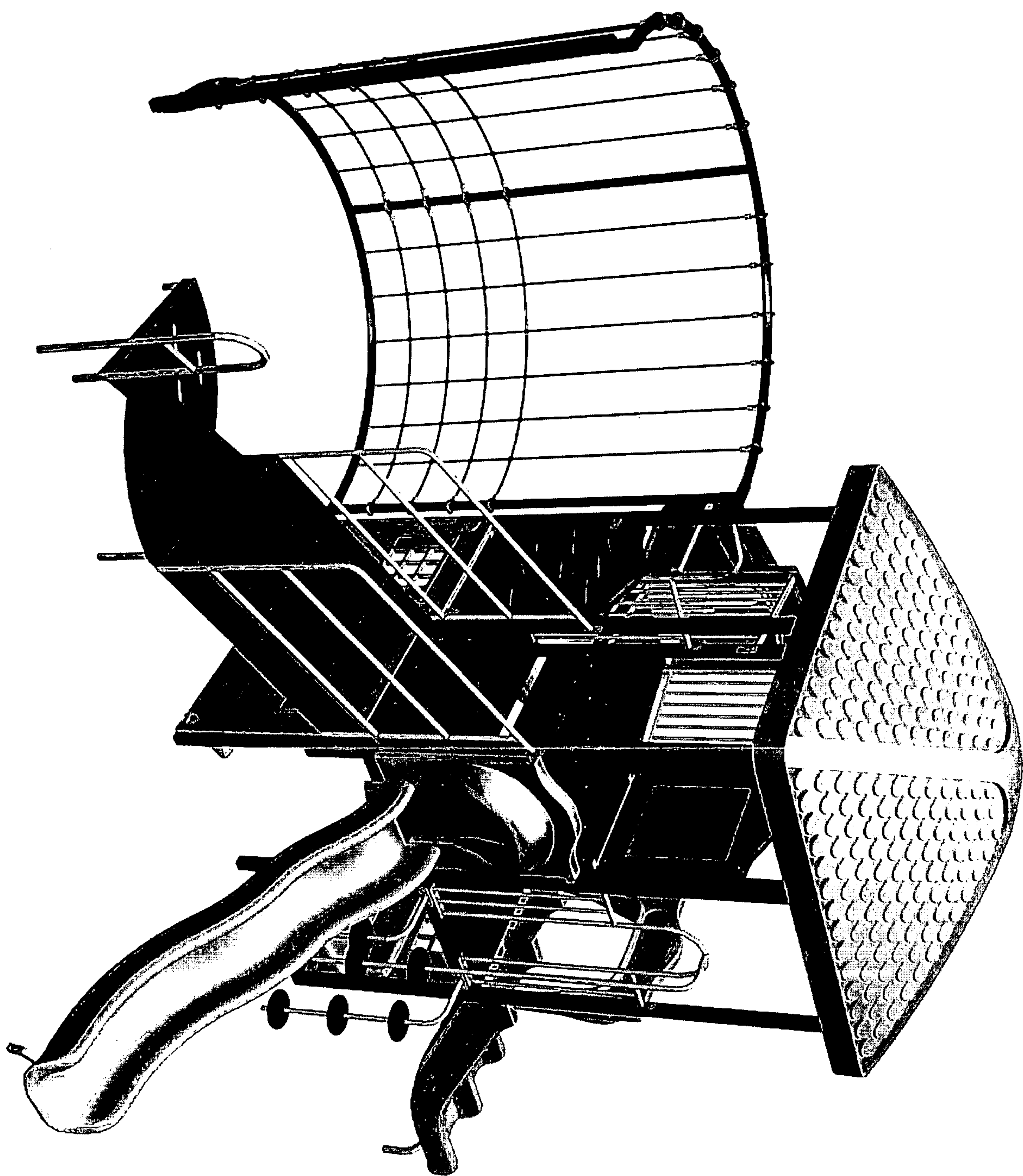
## EXHIBIT A

To the LEASE AND AGREEMENT by and between the CITY OF FAYETTEVILLE, ARKANSAS and the ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF FAYETTEVILLE, ARKANSAS:

The following described land situated in the County of Washington, State of Arkansas, to-wit:

Lot Numbered Eight (8), the north seven (7) feet of equal and uniform width of Lot Numbered Nine (9), Lots Numbered Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), including the interest in any vacated alley associated with each lot or partial lot, all in Block Numbered Thirty (30) in the Town (now City) of Fayetteville, as designated upon the original plat of said town filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Also any and all interest in "partnership" or common "walls" which were previously conveyed to the Grantor. Said walls and buildings are no longer in existence.



## STAFF REVIEW FORM

### AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

#### ACTION REQUESTED:

VA 98-10.00: Utility easement vacation as requested by Lyle and Kelley Nicholson for property located at 2911 Birdie Drive, Paradise View Estates, Phase I, Lot I. The property is zoned R-1, Low-Density Residential. The southeast corner of the house extends approximately 6.5 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 72.3 square feet.

#### STAFF RECOMMENDATION:

Staff forwards Planning Commission recommendation for approval of VA 98-10.00 on a unanimous vote of 7-0-0. Commissioners Odom and Johnson were not present.

  
Alett Little, Division Head

8/11/98  
Date

Cross Reference:  
New Item ☒ Yes ☐ No

  
City Attorney

8-11-98  
Date

  
Public Works Director

8-11-98  
Date

  
Administrative Services Director

8/13/98  
Date

  
Mayor

8/14/98  
Date

**EXHIBIT A**

**LEGAL DESCRIPTION FOR VA 98-10.00**

A part of Lot 1, Block 3 of the Final Plat of Paradise View Estates in Fayetteville, Washington County, Arkansas, as recorded in the Circuit Clerk's Office, more precisely described as follows:

Starting at the Southeast Corner of said Lot 1; thence South 89 degrees 17 minutes 28 seconds West 26.03 feet; thence North 15 degrees 26 minutes 01 seconds East 62.72 feet to the true point of beginning; thence along the building setback line North 15 degrees 26 minutes 01 seconds East 23.17 feet; thence along the East edge of the house South 00 degrees 51 minutes 32 seconds East 22.24 feet; thence along the South edge of the house South 89 degrees 08 minutes 26 seconds West 6.50 feet to the true point of beginning containing 72.30 square feet or 0.002 acres more or less.

## **MINUTES OF A MEETING OF THE PLANNING COMMISSION**

A regular meeting of the Planning Commission was held August 10, 1998, at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

**MEMBERS PRESENT:** John Forney, Lorel Hoffman, Robert Reynolds, Bob Estes, Sharon Hoover, Lee Ward, and Gary Tucker

**MEMBERS ABSENT:** Conrad Odom and Phyllis Johnson

**STAFF PRESENT:** Alett Little, Jim Beavers, Tim Conklin, Dawn Warrick, and Debra Humphrey

Chairman Forney called the meeting to order with 7 members present.

### **CONSENT AGENDA**

#### **APPROVAL OF THE MINUTES FOR JULY 27, 1998**

The minutes were approved with no changes.

#### **VA 98-9.00: VACATION (JOHN AND LESLEY GREEN)**

##### **2394 BIG OAKS DRIVE, LOT 4 BLOCK 10 OF EAST OAKS SUBDIVISION**

This item was submitted by John and Lesley Green for property located at 2394 Big Oaks Drive, Lot 4, Block 10 of the East Oaks Subdivision, Phase II. The property is zoned R-1, Low-Density Residential and contains approximately 0.32 acres. The request is to vacate a portion of the utility easement at the north end of the property.

#### **STAFF'S RECOMMENDATION:**

Approval of easement vacation.

#### **VA 98-10.00: UTILITY EASEMENT VACATION (LYLE AND KELLEY NICHOLSON)**

##### **2911 BIRDIE DRIVE, PARADISE VIEW ESTATES, PHASE I, LOT 1**

This item was submitted by Lyle and Kelley Nicholson for a utility easement vacation located at 2911 Birdie Drive, Paradise View Estates, Phase I, Lot 1. The property is zoned R-1, Low-Density Residential. The southeast corner of the house extends approximately 6.5 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 72.3 square feet. Please refer to attached survey and legal description from Ramsey Surveying dated 7/21/98.

The applicant has submitted the required notification forms to the utility companies and to the City and there were no objections.

**STAFF'S RECOMMENDATION:**

Approval of easement vacation. Applicant to secure the form from the Water/Sewer Division prior to the City placing the easement vacation before the City Council.

There were no public comments regarding the consent agenda items.

**Upon roll call the consent agenda was approved on a vote of 7-0-0. Commissioners Odom and Johnson were not present.**

PC Meeting of 10 Aug 98

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS  
113 W. Mountain St.  
Fayetteville, AR 72701

Utility Easement vacation  
Lyle & Kelley Nicholson

---

**TO:** Fayetteville Planning Commission Members  
**THRU:** Alett S. Little, City Planner  
**FROM:** Jim Beavers, P.E.  
**DATE:** 3 August 98

---

**Project:** VA 98.00-10.00: Utility easement vacation as requested by Lyle and Kelley Nicholson for property located at 2911 Birdie Drive, Paradise View Estates, Phase one, lot one. The property is zoned R-1, Low Density Residential. The southeast corner of the house extends approximately 6.5 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 72.3 square feet. Please refer to attached survey and legal description from Ramsey Surveying dated 7/21/98.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - no objections.  
Arkansas Western Gas - no objections.  
SW Bell - no objections.  
TCA Cable - no objections.

City of Fayetteville:  
Water/Sewer - no objections.  
Street Department - no objections.  
Solid Waste - no objections.

**Recommendation:** Approval of easement vacation.

**PLANNING COMMISSION ACTION:** yes Required  
\_\_\_\_\_ Approved \_\_\_\_\_ Denied

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Comments:**

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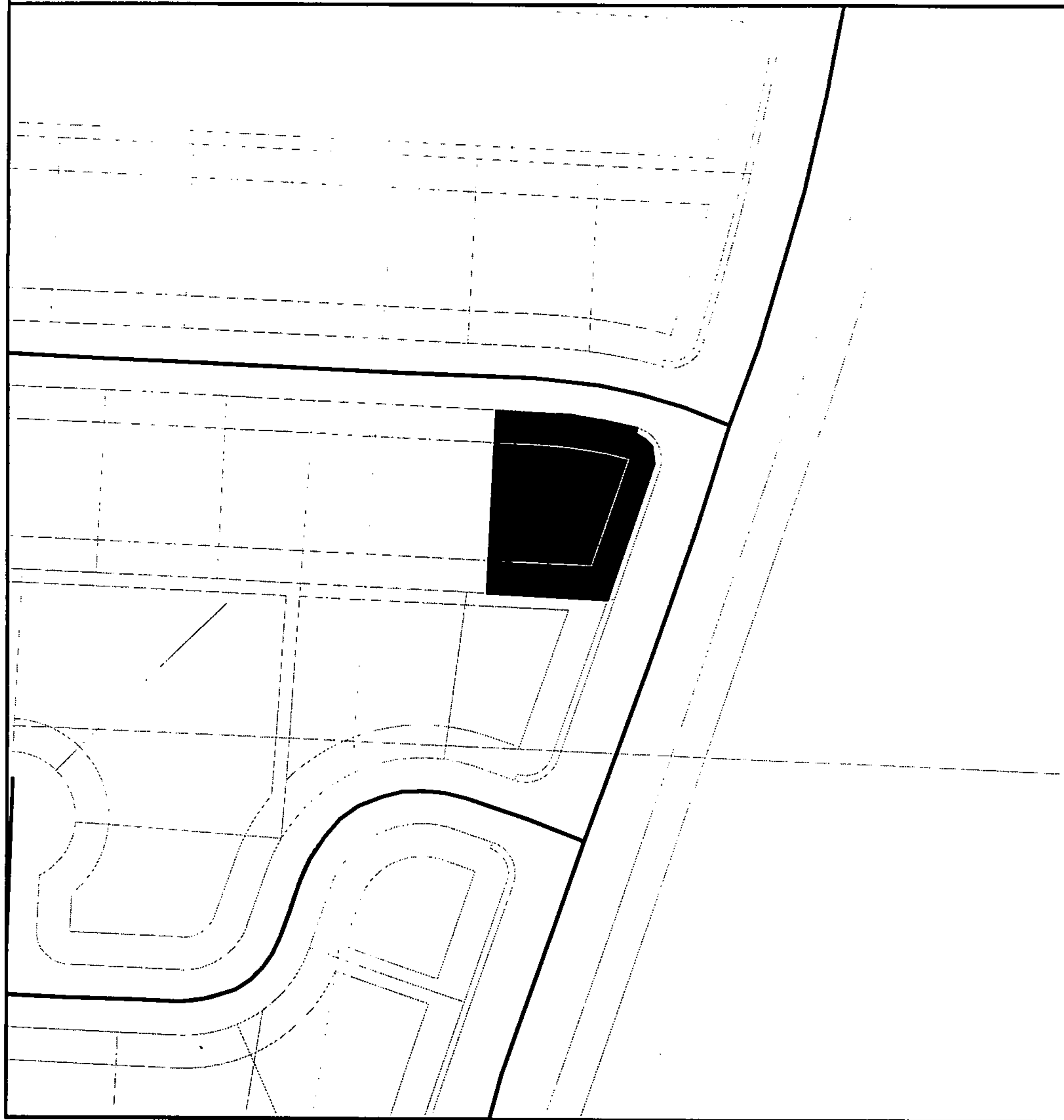
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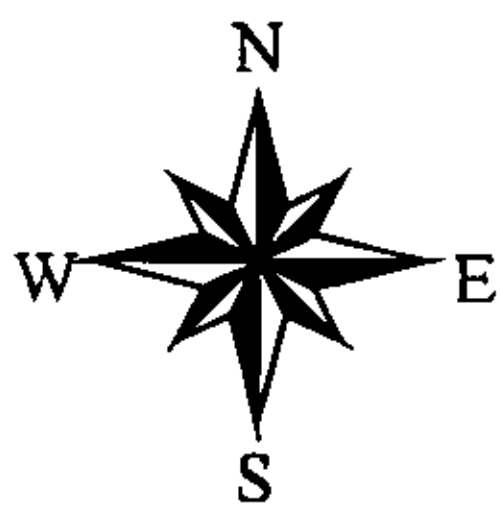
**CITY COUNCIL ACTION:** yes Required  
           Approved            Denied

**Date:**        /        /

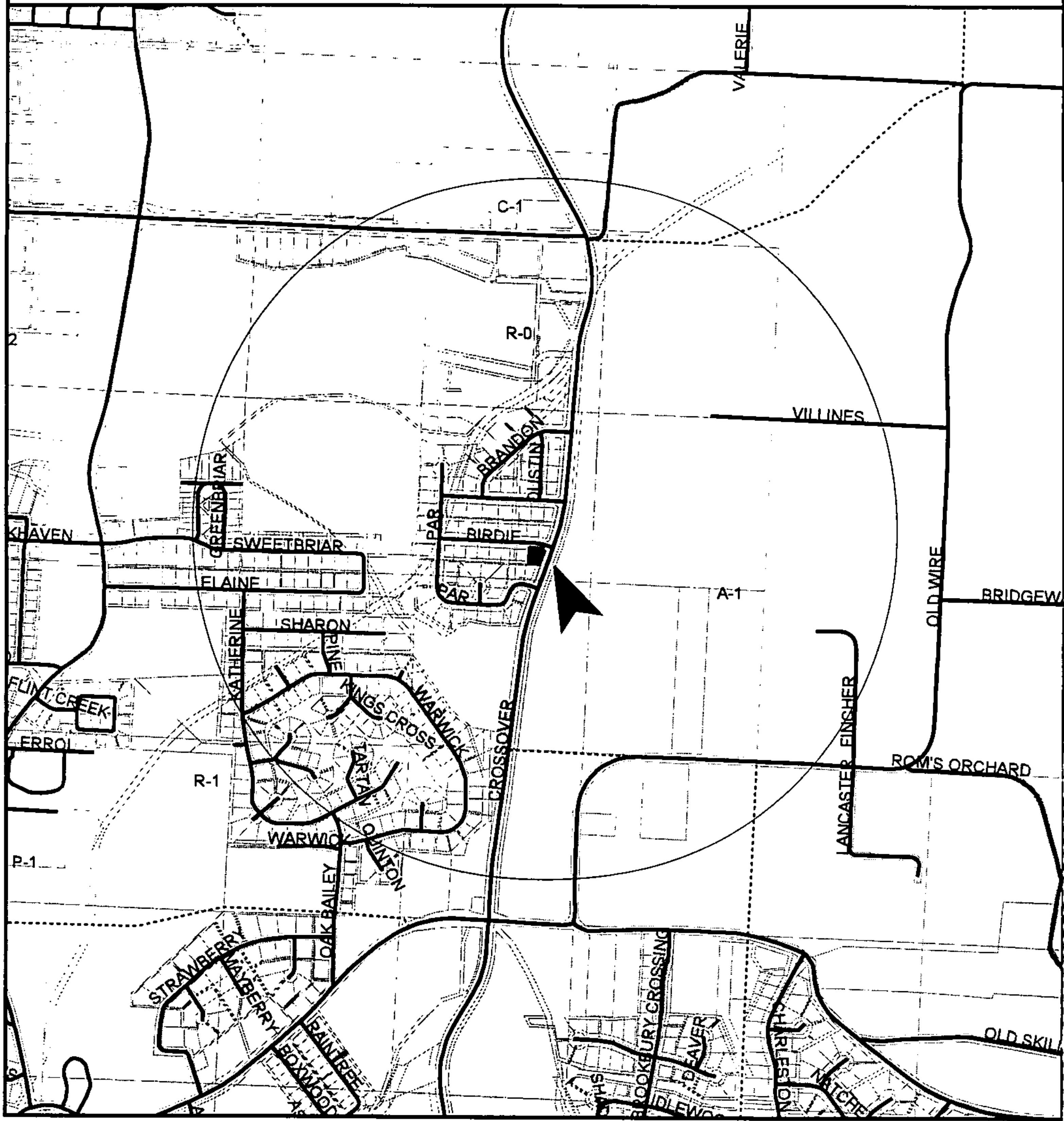
# VA98.00-10.00 - Nicholson - Close Up



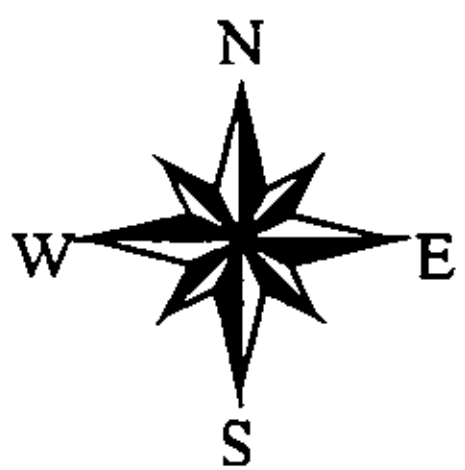
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# VA98.00-10.00 - Nicholson - One Mile Diameter

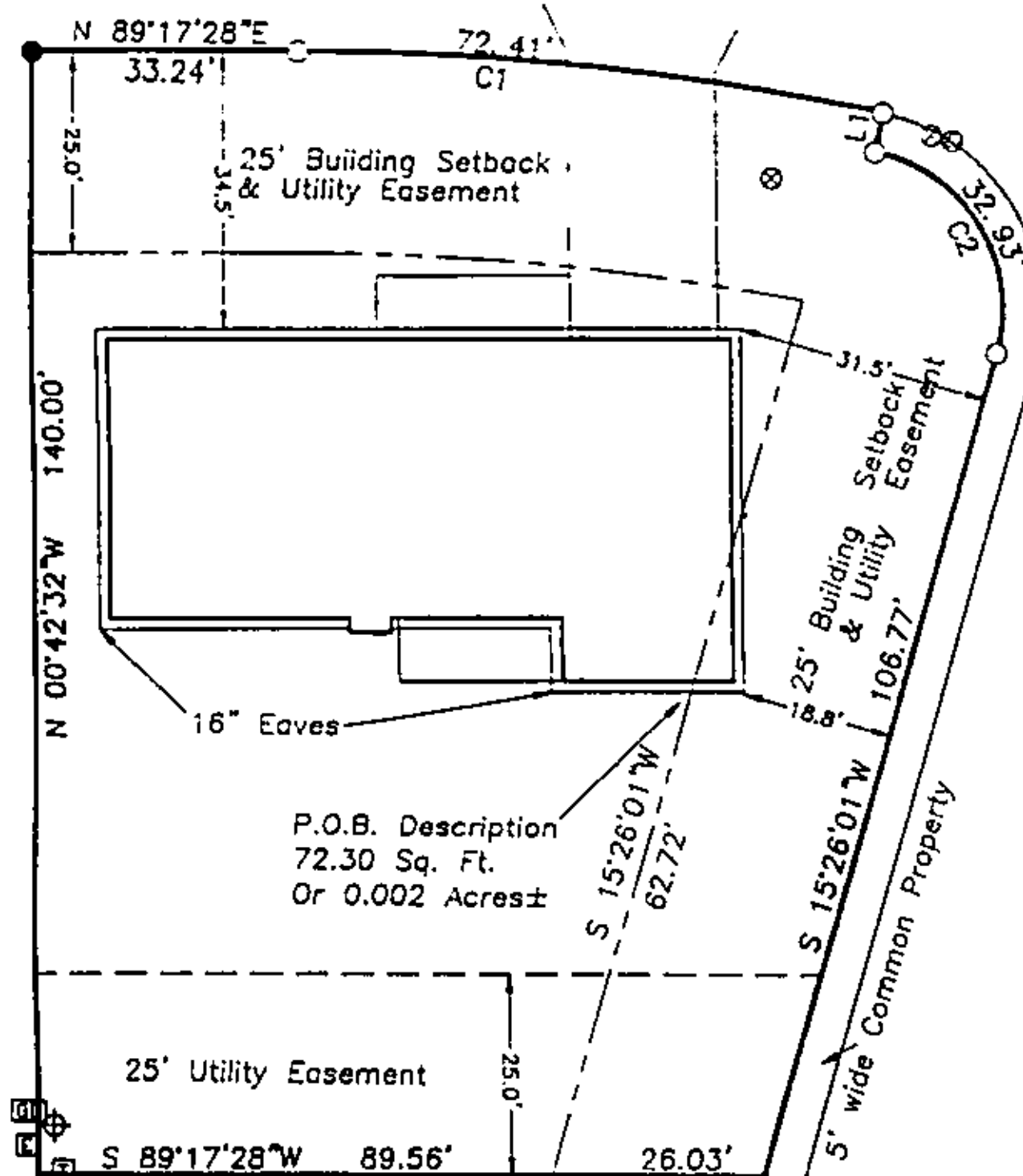


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NOTE: House dimensions are to the foundation, not the eaves.  
Offset dimensions are to the eaves.

Exhibit A



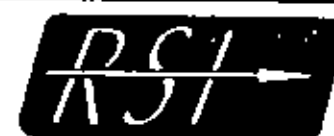
# Description of Encroachment

A part of Lot 1 Block 3 of the Final Plat of Paradise View Estates in Fayetteville, Washington County, Arkansas as recorded in the Circuit Clerk's Office, more precisely described as follows: Starting at the SE Corner of said Lot 1; thence South 89 degrees, 17 minutes, 28 seconds West, 26.03 feet; thence North 15 degrees, 26 minutes, 01 seconds East, 62.72 feet to the true POINT OF BEGINNING; thence along the building setback line, North 15 degrees, 26 minutes, 01 seconds East, 23.17 feet; thence along the East edge of the house, South 00 degrees, 51 minutes, 32 seconds East, 22.24 feet; thence along the South edge of the house, South 89 degrees, 08 minutes, 26 seconds West, 6.50 feet to the true POINT OF BEGINNING containing 72.30 square feet or 0.002 acres more or less.



## Legend

- Found Iron Pin
- Set Iron Pin
- ⊙ Fire Hydrant
- ⊕ Cable TV Box
- ⊗ Gas Meter
- ⊖ Telephone Box
- ⊘ Electric Box
- ⊙ Water Meter/Valve



RLS #689 John L. Ramsey  
RLS #1227 Jim F. Ramsey  
1729 West Poplar Street  
Rogers, Ar. 72758

|                                                               |                   |               |
|---------------------------------------------------------------|-------------------|---------------|
| Job: Description of Encroachment For<br>Abraham & Angela Long |                   |               |
| Scale 1"=30'                                                  | 2911 Birdie Drive | Drawn By: KCG |
| Date: 7/21/98                                                 | Fayetteville      | Rev:          |
| Location: Lot 1 Block 3<br>Paradise View Estates              |                   |               |
| RAMSEY SURVEYING, INC.                                        |                   | Job Number:   |
| 631-6663 582-4977 Fax 636-4429                                |                   | 98125-1       |

## STAFF REVIEW FORM

### AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

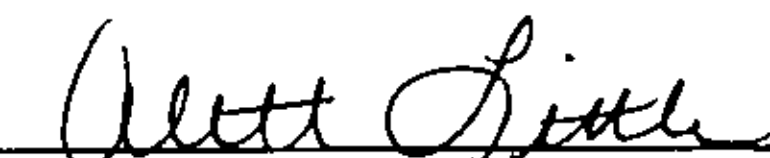
Public Works Department

#### ACTION REQUESTED:

VA 98-9.00: Utility easement vacation as requested by John and Lesley Green for property located at 2394 Big Oaks Drive, Lot 4 Block 10 of the East Oaks Subdivision Phase II. The property is zoned R-1, Low-Density Residential. The north portion of the house extends approximately 3 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 115.73 square feet.

#### STAFF RECOMMENDATION:

Staff forwards Planning Commission recommendation for approval of VA 98-9.00 on a unanimous vote of 7-0-0. Commissioners Odom and Johnson were not present.

  
Alett Little, Division Head

8/11/98

Date

Cross Reference:

New Item: ☒ Yes ☐ No

  
City Attorney

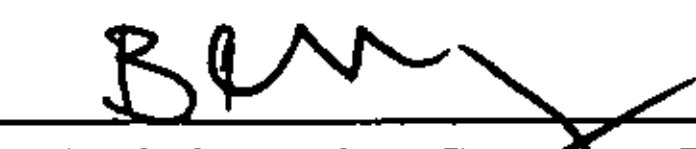
8-11-98

Date

  
Public Works Director

8-11-98

Date

  
Administrative Services Director

8/13/98

Date

  
Mayor

8/14/98

Date

## **MINUTES OF A MEETING OF THE PLANNING COMMISSION**

A regular meeting of the Planning Commission was held August 10, 1998, at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

**MEMBERS PRESENT:** John Forney, Lorel Hoffman, Robert Reynolds, Bob Estes, Sharon Hoover, Lee Ward, and Gary Tucker

**MEMBERS ABSENT:** Conrad Odom and Phyllis Johnson

**STAFF PRESENT:** Alett Little, Jim Beavers, Tim Conklin, Dawn Warrick, and Debra Humphrey

Chairman Forney called the meeting to order with 7 members present.

### **CONSENT AGENDA**

#### **APPROVAL OF THE MINUTES FOR JULY 27, 1998**

The minutes were approved with no changes.

#### **VA 98-9.00: VACATION (JOHN AND LESLEY GREEN)** **2394 BIG OAKS DRIVE, LOT 4 BLOCK 10 OF EAST OAKS SUBDIVISION**

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#### **STAFF'S RECOMMENDATION:**

Approval of easement vacation.

#### **VA 98-10.00: UTILITY EASEMENT VACATION (LYLE AND KELLEY NICHOLSON)** **2911 BIRDIE DRIVE, PARADISE VIEW ESTATES, PHASE I, LOT 1**

This item was submitted by Lyle and Kelley Nicholson for a utility easement vacation located at 2911 Birdie Drive, Paradise View Estates, Phase I, Lot 1. The property is zoned R-1, Low-Density Residential. The southeast corner of the house extends approximately 6.5 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 72.3 square feet. Please refer to attached survey and legal description from Ramsey Surveying dated 7/21/98.

The applicant has submitted the required notification forms to the utility companies and to the City and there were no objections.

**STAFF'S RECOMMENDATION:**

Approval of easement vacation. Applicant to secure the form from the Water/Sewer Division prior to the City placing the easement vacation before the City Council.

There were no public comments regarding the consent agenda items.

**Upon roll call the consent agenda was approved on a vote of 7-0-0. Commissioners Odom and Johnson were not present.**

## **EXHIBIT A**

### **LEGAL DESCRIPTION FOR VA 98-9.00**

A part of Lot 4, Block 10 of the Final Plat of East Oaks Subdivision Phase 2 in Fayetteville, Washington County, Arkansas, as recorded in the Circuit Clerk's office, more precisely described as follows: Starting at the Northeast Corner of said Lot 4; thence South 00 degrees 14 minutes 53 seconds East 25.00 feet; thence South 89 degrees, 46 minutes, 37 seconds West 77.25 feet to the true point of beginning; thence along the building setback line, South 89 degrees 46 minutes 37 seconds West 37.55 feet; thence along the West edge of the house North 00 degrees 34 minutes 48 seconds West 2.86 feet; thence along the North edge of the house, North 89 degrees 07 minutes 07 seconds East 37.58 feet; thence along the East edge of the house, South 00 degrees 00 minutes 00 seconds East 3.30 feet to the true point of beginning containing 115.73 square feet or 0.003 acres more or less.

PC Meeting of 10 Aug 98

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS  
113 W. Mountain St.  
Fayetteville, AR 72701

Utility Easement vacation  
John & Lesley Green

---

**TO:** Fayetteville Planning Commission Members  
**THRU:** Alett S. Little, City Planner  
**FROM:** Jim Beavers, P.E.  
**DATE:** 3 August 98

---

**Project:** VA 98.00-9.00: Utility easement vacation as requested by John and Lesley Green for property located at 2394 Big Oaks Drive, Lot 4 Block 10 of the East Oaks Subdivision Phase II. The property is zoned R-1, Low Density Residential. The north portion of the house extends approximately 3 feet into the 25 ft. building setback and utility easement. The request is to vacate only that part of the easement on which the house encroaches, approximately 115.73 square feet. Please refer to attached survey and legal description from Ramsey Surveying dated 7/15/98.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

SWEPCO Electric - no objections.  
Arkansas Western Gas - no objections.  
SW Bell - no objections.  
TCA Cable - no objections.

City of Fayetteville:  
Water/Sewer - no objections.  
Street Department - no objections.  
Solid Waste - no objections.

The applicant has also notified the adjacent property owners who have provided forms for the file stating that they have no objections to the proposed utility easement vacation.

**Recommendation:** Approval of easement vacation.

**PLANNING COMMISSION ACTION:** yes Required  
\_\_\_\_\_Approved \_\_\_\_\_Denied

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Comments:

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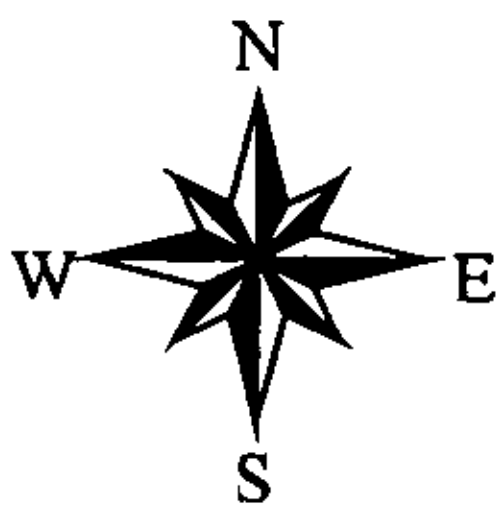
CITY COUNCIL ACTION: yes Required  
           Approved            Denied

Date:      /      /

# VA98.00-9.00 - John & Lesley Green - Close Up



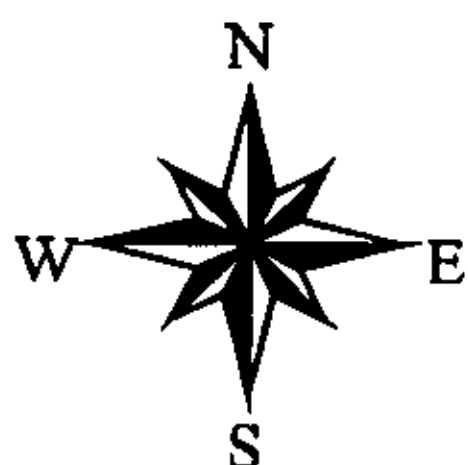
100 0 100 Feet

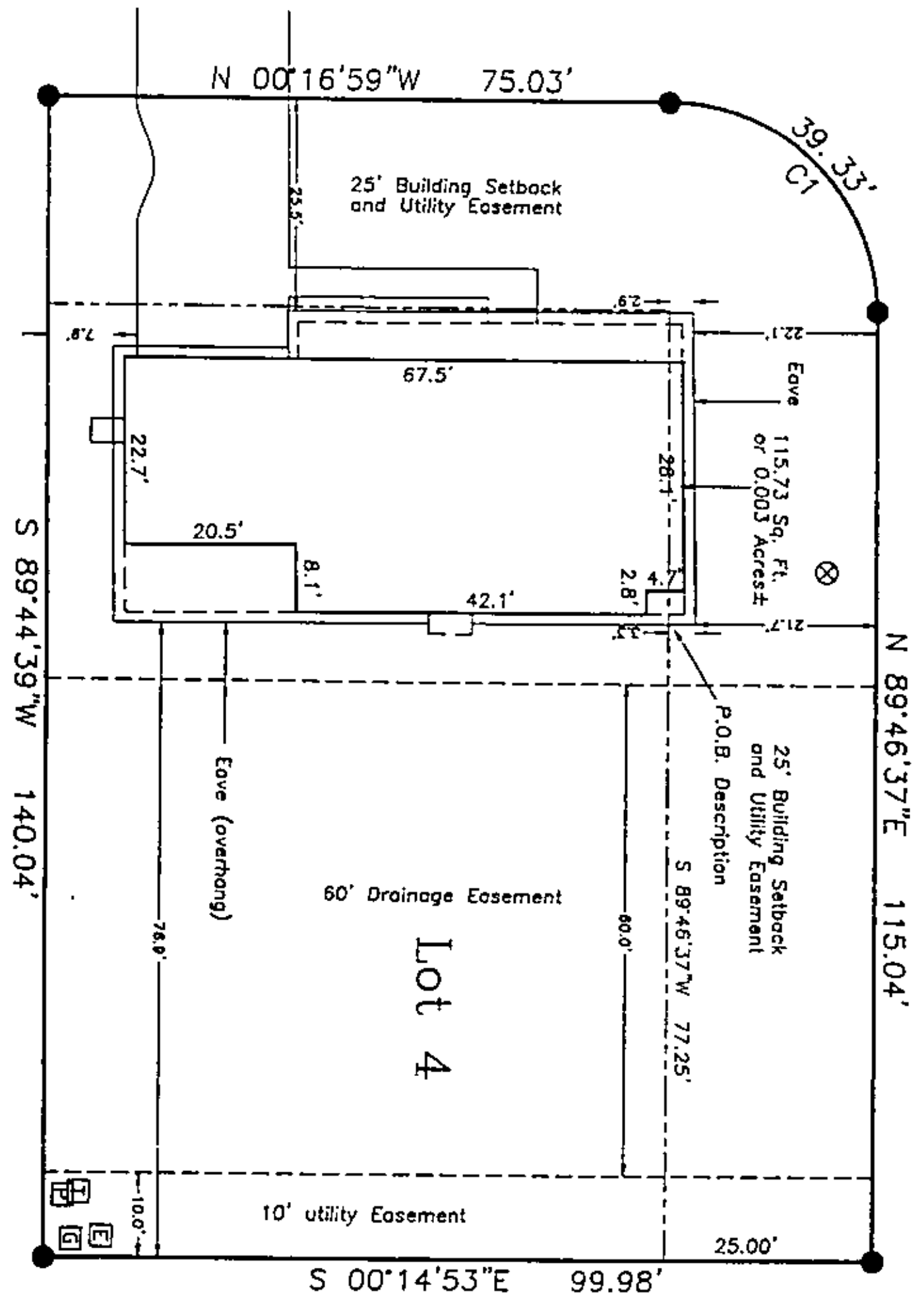


**VA98.00-9.00 - John & Lesley Green - One Mile Diameter**



1000                      0                      1000 Feet



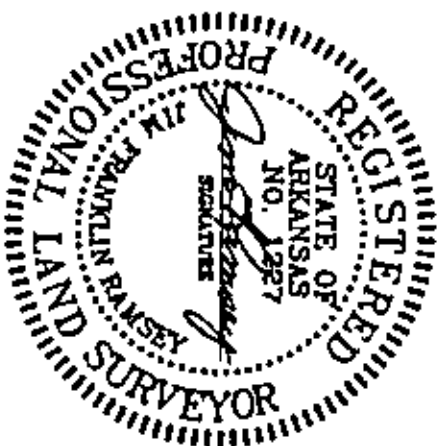


### Description of Encroachment

A part of Lot 4 Block 10 of the Final Plat of East Oaks Subdivision Phase 2 in Fayetteville, Washington County, Arkansas, as recorded in the Circuit Clerk's office, more precisely described as follows: Starting the NE Corner of said Lot 4, thence South 00 degrees, 14 minutes, 53 seconds East, 25.00 feet; thence South 89 degrees, 46 minutes, 37 seconds West, 77.25 feet to the true POINT OF BEGINNING; thence along the building setback line, South 89 degrees, 46 minutes, 37 seconds West, 37.55 feet; thence along the West edge of the house, North 00 degrees, 34 minutes, 48 seconds West, 2.86 feet; thence along the North edge of the house, North 89 degrees, 07 minutes, 07 seconds East, 37.58 feet; thence along the East edge of the house, South 00 degrees, 00 minutes, 00 seconds East, 3.30 feet to the true POINT OF BEGINNING containing 115.73 square feet or 0.003 acres more or less.



- ☐ Found Iron Pin  
☐ Gas Meter  
☐ Television Box  
☐ Electric Box  
☒ Water Meter  
☐ Telephone Box



|                                                                                     |  |                                                                                                    |  |
|-------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------|--|
|  |  | RLS #689 John L. Ramsey<br>RLS #1227 Jim F. Ramsey<br>1729 West Poplar Street<br>Rogers, Ar. 72756 |  |
| Job: Description of Encroachment For<br>John Green                                  |  |                                                                                                    |  |
| Scale 1"=30'                                                                        |  | Drawn By: JFR                                                                                      |  |
| Date: 7/15/86                                                                       |  | Rev:                                                                                               |  |
| Location: Lot 4 Block 10<br>East Oaks Subdivision, PH II                            |  |                                                                                                    |  |
| RAMSEY SURVEYING, INC.<br>631-6663 582-4977 Fax 636-4429                            |  | Job Number:<br>98112-1                                                                             |  |

CONTRACT BID 98-57

THIS CONTRACT executed this \_\_\_\_ day of \_\_\_\_\_, 1998 by and between The City of Fayetteville and \_\_\_\_\_ the Contractor:

For and in consideration of the payments to be made as hereinafter set forth, the Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to construct the improvements described as

LAKE LUCILLE SPILLWAY REPLACEMENT

for the City of Fayetteville, Arkansas, in exact accordance with the City's Plans and Specifications for said improvements and the Contractor's Proposal on file at the Office of the City Engineer, which Documents are incorporated by reference hereto, subject to the inspection of and to the complete satisfaction of the City.

1. The City agrees to pay and the Contractor agrees to accept as full and final compensation for all work done under this agreement, the Unit Prices and Lump Sum Prices named in the Contractor's Proposal, such payment to be made in lawful money of the United States, at the time and in the manner set forth in the Specifications.
2. The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. Time is expressly made of the essence of this Contract. If the Contractor fails to complete the work in the time specified he shall pay to the City, as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the damages specified in the Proposal for each day delayed, which shall be deducted from the final amount to be paid under the Contract. Extensions of time may be granted with waiver of liquidated damages as provided for in the Specifications.
3. The Contractor agrees to furnish a Bond, with Surety approved by the City and authorized to do business in the State of Arkansas, guaranteeing the performance of this Contract, for not less than one hundred (100) percent of the amount of this Contract. Said Bond shall be conditioned on full and complete performance of this Contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion.

Contract, Bid 98-57, Lake Lucille Spillway Replacement (Cont'd)

4. The Contractor agrees also to carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by these Specifications and by State Law.

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1988

Attest: \_\_\_\_\_  
Fayetteville City Clerk

CITY OF FAYETTEVILLE  
By \_\_\_\_\_  
Fred Hanna, Mayor

(Seal)

WITNESS

*Manoel L. Perry*

CONTRACTOR

**JERRY D. SWEETSER, INC.**

Contractor Name  
**WILLIAM G. SWEETSER**

By \_\_\_\_\_  
Name and Title  
**PRESIDENT**

Corporate Seal (if any)

\_\_\_\_\_  
**580 WEST POPLAR  
FAYETTEVILLE, AR 72703**

Business Address

## STAFF REVIEW FORM

### AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

#### ACTION REQUESTED:

*REZONING*  
RZ 98-14.00: ~~Annexation~~ was submitted by Jack Butt who replaced James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres. The request is for R-2, Medium Density Residential.

#### STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval of R-S, Residential-Small lot by a vote of 6-1-0. Commissioner Forney voted nay. Commissioners Johnson and Tucker not present.

*Alett Little*

Alett Little,

*7/28/98*

Division Head

Cross Reference:

New Item ☒ Yes ☐ No

*[Signature]*

City Attorney

*7-31-98*

Date

*[Signature]*

Public Works Director

*8-6-98*

Date

*[Signature]*

Administrative Services Director

*8/6/98*

Date

*[Signature]*

Mayor

*8/6/98*

Date

**TENTATIVE  
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING  
AUGUST 18, 1998**

A meeting of the Fayetteville City Council will be held on August 18, 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 August 4, 1998 meeting.
- B. BID 98-60:** A resolution awarding Bid 98-60 to TNT Construction and approving a contract for the replacement of playground and picnic equipment at Hotz Park. The bid amount is \$45,908.43 plus \$3,000 contingency.
- C. AIRFIELD LIGHTING:** A resolution approving Amendment #1 to the contract with Chris King Electric, Inc. in the amount of \$5,140.00 for the Airfield Lighting Control Project and approval of a budget adjustment.
- D. LAKE LUCILLE SPILLWAY:** A resolution authorizing the Mayor and City Clerk to execute a construction Contract with Sweetser Construction for the Lake Lucille Spillway Replacement Project for \$59,649.00 plus contingency of \$12,000.00.

**II. OLD BUSINESS**

- A. ORDINANCE REVISION:** An ordinance revising Chapter 161: Physical Alteration of land.

**III. NEW BUSINESS**

- A. RZA 98-13.00:** An ordinance annexing 3.07 acres located at 4070 Huntsville Road. The request was submitted by Jack Butt on behalf of Paul and Geraldine Bond.
- B. RZ 98-14.00:** An ordinance rezoning 3.07 acres located at 4070 Huntsville Road from A-1 to R-2, Medium Density Residential. The request was submitted by Jack Butt on behalf of Paul and Geraldine Bond.
- C. WRMC ASSISTED CARE DEVELOPMENT:** Guidance from the Council concerning a proposed cost-share for the cost difference between constructing Longview as a 36 ft. collector vs. a 28 ft. local street for approximately 1450 feet at the WRMC Assisted Care development.
- D. ORDINANCE AMENDMENT:** An ordinance amending Section 97.016 of the C Code of Fayetteville to allow the Mayor or his designee to establish fees for use of City Park ballfield for tournaments.

- E. NON-RESIDENT PARKING:** Clarification of non-resident parking restrictions during athletic and other university events in the University Heights Neighborhood.

**Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.**

## STAFF REVIEW FORM

X AGENDA REQUEST  
 \_\_\_\_\_ CONTRACT REVIEW  
 \_\_\_\_\_ GRANT REVIEW

For the Fayetteville City Council meeting of August 18, 1998

FROM:

Nancy Dugwyler

Parks and Recreation

Public Works

Name

Division

Department

**ACTION REQUIRED:** A resolution awarding bid #98-60 for replacement of playground and picnic equipment at Hotz Park to TNT Construction. The bid amount is \$45,908.43 plus \$3,000 contingency. *Approval of Contract with TNT Const.*

**COST TO CITY:**

\$48,908.43

\$ 50,000

Playground Renovation

Cost of this Request

Category/Project Budget

Category/Project Name

2250-9250-5806-00

\$ 100

Park Development

Account Number

Funds Used To Date

Program Name

98008

\$49,900

Park Development

Project Number

Remaining Balance

Fund

**BUDGET REVIEW:** X Budgeted Item        Budget Adjustment Attached

*[Signature]*  
Budget Coordinator

        
Administrative Services Director

**CONTRACT/GRANT/LEASE REVIEW:**

**GRANTING AGENCY:**       

*Marilyn J. Crumpton*  
Accounting Manager

7-24-98

Date

ADA Coordinator

Date

*[Signature]*  
City Attorney

7-24-98

Date

Internal Auditor

Date

*P. Vice*  
Purchasing Officer

7-24-98

Date

**STAFF RECOMMENDATION:**

*Connie Edmonston*  
Division Head

7-23-98

Date

Cross Reference

*[Signature]*  
Department Director

29 JUL 98

Date

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

*[Signature]*  
Administrative Services Director

7/30/98

Date

Prev Ord/Res #:       

*Fred Hamme*  
Mayor

7/30/98

Date

Orig Contract Date:

**DEPARTMENTAL CORRESPONDENCE**

---

TO: Mayor Hanna and City Council

THRU: Kevin Crosson, Public Works Director *KK*

THRU: *C.E.* Connie Edmonston, Parks and Recreation Supt.

FROM: *ND* Nancy Dugwyler, Asst Parks and Recreation Supt.

DATE: July 22, 1998

SUBJECT: Hotz Playground Replacement

Please find enclosed an agenda request to place the acceptance of a bid from TNT Construction Inc. for replacement playground equipment at Hotz Park on the August 18 council meeting agenda.

The bid includes removal of old playground equipment, picnic tables, grills, benches and the installation of a new playground structure. Also included is the construction of an accessible sidewalk from the street to the accessible play structure. The structure is designed for children ages 5-12 years. New picnic tables, grills and benches are in this bid.

A University Heights Neighborhood Association representative has reviewed the plans and approved them for the group. This group has been very supportive of our effort to improve this park.

Bids were received from two entities. A bid of \$30,911.04 was received from Arkoma Playground and Supply and a bid of \$45,908.43 was received from TNT Construction, Inc. I recommend accepting the bid from TNT due to several inadequacies in the Arkoma bid.

**\*\*Not all items in the bid package were bid on. Items for which a bid was not received were two (2) inground picnic tables, one (1) inground ADA picnic table and three (3) waist high grills.**

**\*\*Four (4) six foot coated steel benches were specified in the bid package. Arkoma did not include specifications for the four benches bid by them.**

**\*\* A square roof that covers all four interior sections of the play structure for shade was specified. Arkoma's roof only covers one interior section.**

**\*\*Climbing wall bid by Arkoma does not meet the specifications and is not accessible from the play structure.**

**\*\*Climbing apparatus bid by Arkoma does not meet the specifications. No comparable item is available from Arkoma.**

**\*\*Bid specifications included four play panels for under the structure. Arkoma only included one in their bid.**

**\*\*Specifications require \$10,000,000 in manufacturer's insurance for product and general liability. Documentation received from Arkoma indicates only \$5,000,000 in product liability insurance is available.**

**\*\* Plastic and steel parts were specified to have a 15 year warranty, Arkoma has a 10 year warranty.**

**If you have any questions please contact me at 472. Thank you for your assistance.**

## SS INIWA

JUL-29-98 WED 01:52 PM DIV REC-KIM KYLE

5013629966

P.02

JUL-29-98 12:53 PM CITY OF FAYETTEVILLE

501 521 7714

P.02

**AGREEMENT FOR PLAYGROUND EQUIPMENT & SITE IMPROVEMENTS**

This AGREEMENT executed this 29 day of July, 1998, between the City of Fayetteville, Arkansas, hereinafter called the "City" and TNT Construction Inc., hereinafter called the "Contractor", and having an address at 44 Spring Lake Drive, Mountain Home, AR 72653.

IN CONSIDERATION OF THE FOLLOWING COVENANTS contained herein the parties agree as follows:

1. The Contractor shall at the written request of the City provide material, labor and equipment for the work as outlined in the specifications.

2. City shall pay Contractor for services rendered as set out in Contractor's Bid.

Charges will be invoiced to City at the end of each Contractor's monthly accounting periods based upon the fee outlined in Contractor's Bid. All invoices are due upon receipt and shall be paid by the City unless disputed within thirty (30) days of their receipt. The maximum amount billed under this agreement shall not exceed \$45,908.43.

3. The contract documents which comprise the contract between City and the Contractor consist of this contract and the following documents:

- a. Bid form identified as Invitation to Bid 98-60 with the specifications, conditions, and requirements typed thereon;
- b. The Contractor's proposal and all supporting documents and correspondence submitted by the Contractor in response to Bid 98-60.

4. These contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.

5. Contractor shall not assign his duties under the terms of this contract.

6. Contractor agrees to hold the City harmless and indemnify the City against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract.

18.06

29-98 12:55 PM CITY OF FAYETTEVILLE

501 521 7714

P.03

7. The Contractor shall furnish a certificate of insurance addressed to the City, showing that he carries the following insurance which shall be maintained throughout the term of the contract.

Workers Compensation

Statutory Amount

Comprehensive General and  
Automobile Insurance

Bodily Injury Liability

\$ 300,000 for each  
person injured.  
\$ 500,000 for each  
accident.

Property Damage Liability

\$ 250,000 for each  
accident.  
\$ 500,000 aggregate

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. Contractor agrees to begin work within ten (10) days after issuance by the City of a "work order" or "Notice to Proceed".

9. All work called for herein shall be coordinated directly with the Project Manager.

10. City shall have the right to terminate this Agreement for City's convenience upon written notice to Contractor, and Contractor shall terminate performance of services on a schedule acceptable to City. In the event of termination for City's convenience City shall pay Contractor for all services performed to date of termination.

11. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Contractor and City.

-9-98 WED 01:53 PM RLV REC-KIM KYLE

5613629566

P.04

JUL-29-98 12:56 PM CITY OF FAYETTEVILLE

501 521 7714

P.04

IN WITNESS WHEREOF, City and Contractor have executed this agreement, the effective date of which shall be \_\_\_\_\_.

CITY OF FAYETTEVILLE

By: \_\_\_\_\_  
Fred Hanna, Mayor

ATTEST:

By: \_\_\_\_\_  
Heather Woodruff, City Clerk

TNT Construction, Inc.  
Contractor-Company Name

By: Tillman Adkins  
Title: PRESIDENT

ATTEST:

By: Jae DeAtley  
Contractor-Company Secretary

## STAFF REVIEW FORM

☒ AGENDA REQUEST  
☒ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council meeting of August 18, 1998

FROM: Dale Frederick Airport General Gvmt.  
 Name Division Department

**ACTION REQUIRED:** The Airport requests approval of Amendment #1 to the contract (Contract # 580) with Chris King Electric, Inc. in the amount of \$5,140.00 for the Airfield Lighting Control Project. The control panel originally bid was discovered to have too many steps required to change a lighting control function. The original panel is an "off the shelf" Motorola product which is designed for multiple uses, thus an increased price for a panel which is simpler to use is due to the panel being specifically designed for the Airport's use. This project was originally begun in 1995 and should not be confused with the Airfield Lighting Rehabilitation Project currently under engineering design. Approval of a budget adjustment is also requested. This project is 100% funded by the Airport's Passenger Facility Charge (PFC), which will be amended to reflect this increase, as well.

**COST TO CITY:**

|                          |                         |                                  |
|--------------------------|-------------------------|----------------------------------|
| \$ 5,140.00              | \$ <u>35012</u>         | <u>Airfield Lighting Control</u> |
| Cost of this Request     | Category/Project Budget | Category/Project Name            |
| <u>5550-3960-5801.00</u> | \$ <u>35012</u>         | <u>n/a</u>                       |
| Account Number           | Funds used to date      | Program Name                     |
| <u>95049-01</u>          | <u>-0-</u>              | <u>Airport</u>                   |
| Project Number           | Remaining Balance       | Fund                             |

**BUDGET REVIEW:**

[Signature] XX Budgeted Item XX Budget Adjustment Attached  
 Budget Coordinator Administrative Services Director

**CONTRACT/GRANT/LEASE REVIEW:**

GRANTING AGENCY: \_\_\_\_\_

|                                      |                                   |                                     |
|--------------------------------------|-----------------------------------|-------------------------------------|
| <u>Marilyn Cramer</u> <u>7-30-98</u> | <u>[Signature]</u> <u>7-31-98</u> | <u>[Signature]</u> <u>7-31-98</u> ✓ |
| Accounting Manager                   | ADA Coordinator                   | Internal Auditor                    |
| <u>[Signature]</u> <u>7-31-98</u>    | <u>[Signature]</u> <u>7-31-98</u> | <u>[Signature]</u> <u>7-31-98</u>   |
| City Attorney                        | Internal Auditor                  | Internal Auditor                    |
| <u>[Signature]</u> <u>7-31-98</u>    | <u>[Signature]</u> <u>7-31-98</u> | <u>[Signature]</u> <u>7-31-98</u>   |
| Purchasing Officer                   | Date                              | Date                                |

**STAFF RECOMMENDATION:** Staff recommends approval.

[Signature] 7-28-98  
 Division Head Date

[Signature]  
 Department Director  
[Signature]  
 Administrative Services Director  
[Signature]  
 Mayor

7/31/98  
 Date  
7/31/98  
 Date

**Cross Reference**

New Item: Yes No  
 Pre Or/Res#: \_\_\_\_\_  
 Orig.Cont.Date

**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Fayetteville City Council

**THRU:** Fred Hanna, Mayor

**FROM:** Dale Frederick, Airport Manager 

**DATE:** July 28, 1998

**SUBJECT:** Request approval of Amendment #1 to the Airfield Lighting Control contract with Chris King Electric, Inc. in the amount of \$5,140.00.

The Airport is requesting approval of Amendment #1 in the amount of \$5,140.00 to the Airfield Lighting Control Contract (#580) with Chris King Electric, Inc.

This project (# 95049-01) began in the Fall of 1995, and was ready for completion last year when the control panel was delivered. The controllers in the airport control tower, who will actually be using the system, discovered that the control panel required up to 16 commands to change a runway or taxiway light setting. This was unacceptable because of the rapid pace at which the controllers must act. The complexity of the original control panel is due to Motorola bidding an "off the shelf" controller designed for many uses on complex systems.

Over the past several months, airport staff and the control tower chief have been working with engineers and representatives from Motorola and have come up with a more simplistic approach requiring just one command to change a light setting. While this new control panel is easier to operate, it requires additional design work for a non-standard controller, which is reflected in this amendment request.

This project is completely funded by the Airport's Passenger Facility Charge (PFC), which will be amended to reflect this increase.

Attachments: Staff Review  
Contract Amendment  
Budget Adjustment

AMENDMENT TO THE  
AGREEMENT WITH Chris King Electric, Inc.

AMENDMENT # 1

This is an amendment to the Agreement for Airfield Lighting Control Project  
executed on the 7th day of January 1997 between the City of  
Fayetteville, Arkansas and Chris King Electric, Inc.

Additional services required due to change in the requirements for the  
lighting control panel which requires a different panel than was originally bid.

The charge for the additional services shall not exceed  
\$ 5,140.00.

CITY OF FAYETTEVILLE:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

King Electric  
Company

Chb Kb

Date 7-29-98

President  
Title

| FOR OFFICE USE ONLY |              |
|---------------------|--------------|
| Existing P.O. #     | <u>50443</u> |
| Contract #          | <u>580</u>   |

**City of Fayetteville, Arkansas  
Budget Adjustment Form**

IC.04

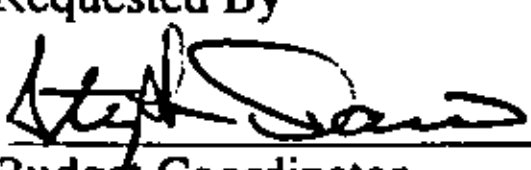
|                    |                                                                                 |                                |              |
|--------------------|---------------------------------------------------------------------------------|--------------------------------|--------------|
| Budget<br><br>1998 | Budget: General Government<br><br>Division: Airport<br>Program: Airport Capital | Date Requested<br><br>07/30/98 | Adjustment # |
|--------------------|---------------------------------------------------------------------------------|--------------------------------|--------------|

|                                                                                              |                                                                                                                                   |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Project or Item Requested:<br>Funding is requested for the Airfield Control Lighting System. | Project or Item Deleted:<br>None. A portion of the funding for Precision Slope Indicator project is proposed for this adjustment. |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                     |                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Justification of this Increase:<br>The increased cost for this project is due to need to purchase a non-standard controller module. | Justification of this Decrease:<br>Project is unlikely to be completed. |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

| Increase Expense (Decrease Revenue) |        |                |      |      |    |                |   |
|-------------------------------------|--------|----------------|------|------|----|----------------|---|
| Account Name                        | Amount | Account Number |      |      |    | Project Number |   |
| Fixed Assets                        | 5,140  | 5550           | 3960 | 5801 | 00 | 95049          | 1 |
|                                     |        |                |      |      |    |                |   |

| Decrease Expense (Increase Revenue) |        |                |      |      |    |                |   |
|-------------------------------------|--------|----------------|------|------|----|----------------|---|
| Account Name                        | Amount | Account Number |      |      |    | Project Number |   |
| Fixed Assets                        | 5,140  | 5550           | 3960 | 5801 | 00 | 96083          | 1 |
|                                     |        |                |      |      |    |                |   |

| Approval Signatures                                                                                                                                                                                                                                                                           | Budget Office Use Only                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requested By _____ Date _____<br> _____<br>Budget Coordinator _____ Date 7-30-98<br><br>Department Director _____ Date _____<br><br>Admin. Services Director _____ Date _____<br><br>Mayor _____ Date _____ | Type:      A      B <u>C</u> D      E<br><br>Date of Approval _____<br><br>Posted to General Ledger _____<br><br>Posted to Project Accounting _____<br><br>Entered in Category Log _____ |

## STAFF REVIEW FORM

X AGENDA REQUEST, City Council meeting of August 18, 1998

**FROM:** Don Bunn  
Name

Engineering  
Division

Public Works  
Department

**ACTION REQUIRED:**

A Resolution authorizing the Mayor and City Clerk to execute a construction contract with Sweetser Construction for the Lake Lucille Spillway Replacement Project for \$59,649.00 plus a project contingency of \$12,000.00.

**COST TO CITY:**

\$ 71,649  
Cost-This Request

\$ 100,000.00  
Category/Project Budget

Bridge/Drainage Impvts  
Category/Project Name

4470-9470-5817 00  
Account Number

\$ 962.00  
Funds Used To Date

7 - 1  
Program Name

98037  
Project Number

\$ 99,038.00  
Funds Remaining

Sales Tax  
Fund Category

**BUDGET/CONTRACT REVIEW:**

XX Budgeted Item        Budget Adj. Attached

[Signature] (Blank contract reviewed)  
Budget Coordinator

8-3-98  
Date

        
Administrative Services Director Date

[Signature]  
Accounting Manager

8-3-98  
Date

        
ADA Coordinator Date

[Signature]  
City Attorney

8-4-98  
Date

        
Internal Auditor Date

[Signature]  
Purchasing Officer

8-4-98  
Date

**STAFF RECOMMENDATION:**

It is the recommendation of the Staff that the Council approve a construction contract with Sweetser Construction for \$59,649.00 plus \$12,000 in contingencies for the Lake Lucille Spillway Replacement Project.

[Signature]  
Division Head

8/3/98  
Date

[Signature]  
Department Director

8/4/98  
Date

[Signature]  
Admin Services Director

8/4/98  
Date

[Signature]  
Mayor

8/5/98  
Date

**Cross Reference**

New Item: **Yes** No

Prev Ord/Res #:       

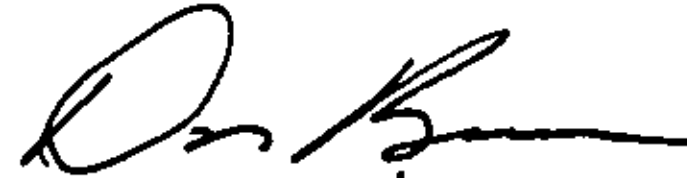
Orig Contract Date:

**DEPARTMENTAL CORRESPONDENCE**

---

To: Fayetteville City Council

From: Don Bunn, City Engineer



Thru: Kevin Crosson, Public Works Director



Charles Venable, Ass't Public Works Director

Subject: Award of Construction Bid

Bid No. 98-57, Lake Lucille Spillway Replacement

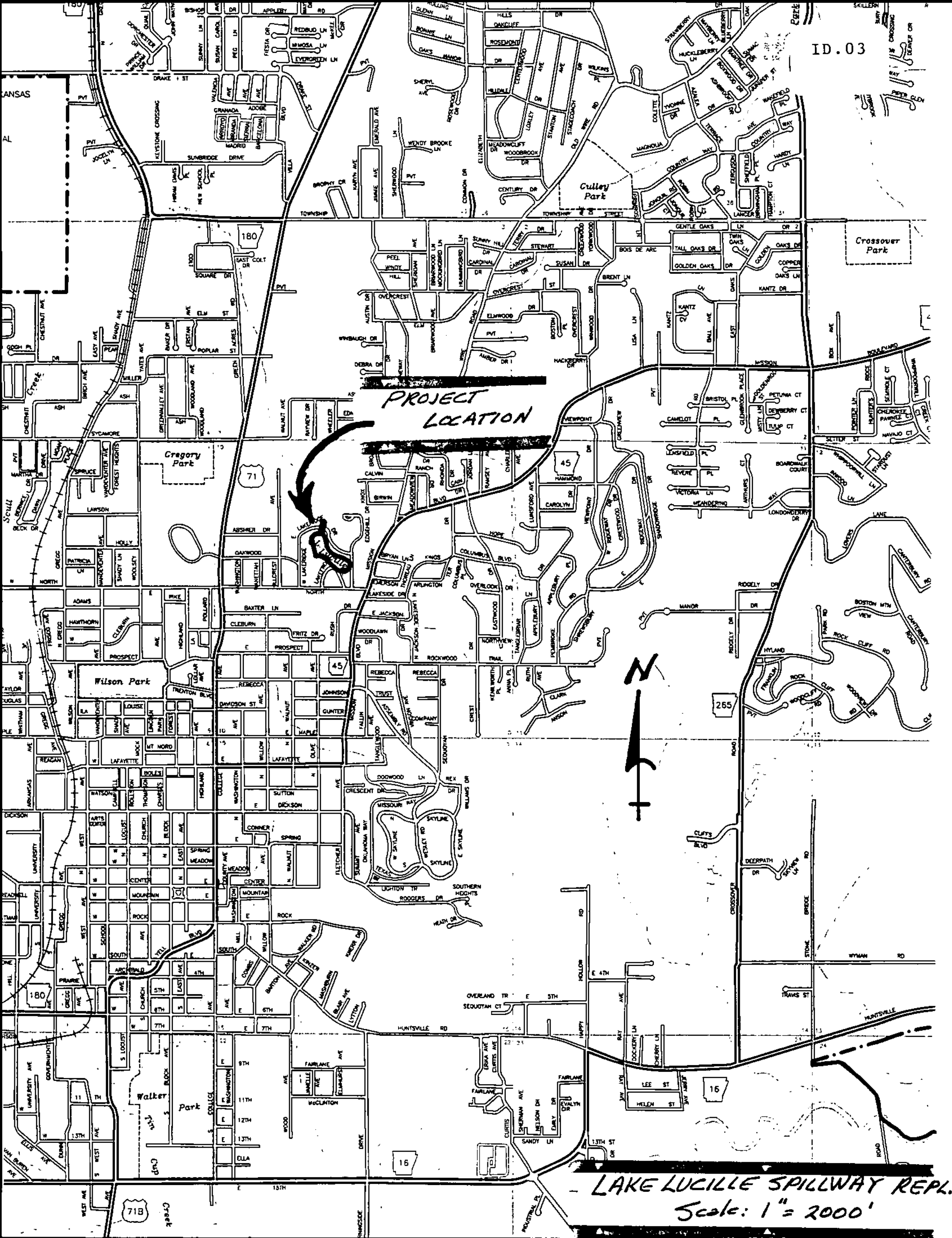
Date: August 3, 1998

Bids were opened at 2:00 PM on August 3, 1998 on the Lake Lucille Spillway Replacement Project. The Bid Tabulation is:

|    |                       |              |
|----|-----------------------|--------------|
| 1. | Sweetser Construction | \$ 59,649.00 |
| 2. | Tomlinson Asphalt     | 93,673.00    |
| 3. | Mobley Construction   | 133,119.55   |
| 4. | Engineer's Estimate   | 90,000.00    |

This project is listed in the 1998-2002 Capital Improvements Program at an estimated cost of \$100,000.00. The project consists of replacement of the removal of the existing dilapidated spillway and replacing it with a spillway of equal capacity. The location of Lake Lucille and the affected spillway is shown on the attached plat.

It is the recommendation of the Staff that the Council authorize the Mayor and City Clerk to execute a construction contract with Sweetser Construction Company in the amount of \$59,649.00 and to approve a contingency amount of \$12,000.00 (20%).



# LAKE LUCILLE SPILLWAY REPLACEMENT

ENGINEER: CITY OF FAYETTEVILLE ENGINEERING DIVISION  
 BIDS OPENED: 2:00 PM ON MONDAY, AUGUST 3, 1998  
 LOW BIDDER: SWEETSER CONSTRUCTION COMPANY  
 BID PRICE: \$59,649.00

| Item No. | Description of Work Item        | Estimated |        | Bid Price |           | Extension |           |
|----------|---------------------------------|-----------|--------|-----------|-----------|-----------|-----------|
|          |                                 | Quantity  | Units  | Sweetser  | Tomlinson | Mobley    | Mobley    |
| 1        | Structural Concrete             | 103       | Cu Yds | 300.00    | 405.00    | 660.65    | 68,046.95 |
| 2        | Washed Gravel                   | 100       | Cu Yds | 24.00     | 46.00     | 30.28     | 3,028.00  |
| 3        | Cl 7 Base Under Spillway        | 160       | Tons   | 16.00     | 26.00     | 34.17     | 5,467.20  |
| 4        | 10" PVC Sewer in Place          | 85        | LF     | 40.00     | 26.00     | 66.64     | 5,664.40  |
| 5        | 6" PVC Sewer in Place           | 22        | LF     | 37.00     | 59.00     | 82.84     | 1,822.48  |
| 6        | Connection to Ex. Manhole       | 2         | Each   | 500.00    | 275.00    | 485.16    | 970.32    |
| 7        | Concrete for Encasement         | 3         | Cu Yds | 150.00    | 280.00    | 292.38    | 877.14    |
| 8        | Bedding and Backfill for Sewers | 40        | Cu Yds | 24.00     | 45.00     | 43.28     | 1,731.20  |
| 9        | Junction Box & 18" RCP          | 1         | Each   | 1,980.00  | 3,000.00  | 8,709.36  | 8,709.36  |
| 10       | Demolition                      | 1         | L.S.   | 9,960.00  | 26,000.00 | 8,562.03  | 8,562.03  |
| 11       | Site Restoration                | 1         | L.S.   | 4,925.00  | 7,000.00  | 13,279.06 | 13,279.06 |
| 12       | Trench Safety                   | 1         | L.S.   | 300.00    | 500.00    | 14,961.41 | 14,961.41 |

TOTAL BID PRICE

59,649.00 93,673.00 133,119.55

CONTRACT BID 98-57

THIS CONTRACT executed this \_\_\_\_ day of \_\_\_\_\_, 1998 by and between The City of Fayetteville and \_\_\_\_\_, the Contractor:

For and in consideration of the payments to be made as hereinafter set forth, the Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to construct the improvements described as

LAKE LUCILLE SPILLWAY REPLACEMENT

for the City of Fayetteville, Arkansas, in exact accordance with the City's Plans and Specifications for said improvements and the Contractor's Proposal on file at the Office of the City Engineer, which Documents are incorporated by reference hereto, subject to the inspection of and to the complete satisfaction of the City.

1. The City agrees to pay and the Contractor agrees to accept as full and final compensation for all work done under this agreement, the Unit Prices and Lump Sum Prices named in the Contractor's Proposal, such payment to be made in lawful money of the United States, at the time and in the manner set forth in the Specifications.
2. The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. Time is expressly made of the essence of this Contract. If the Contractor fails to complete the work in the time specified he shall pay to the City, as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the damages specified in the Proposal for each day delayed, which shall be deducted from the final amount to be paid under the Contract. Extensions of time may be granted with waiver of liquidated damages as provided for in the Specifications.
3. The Contractor agrees to furnish a Bond, with Surety approved by the City and authorized to do business in the State of Arkansas, guaranteeing the performance of this Contract, for not less than one hundred (100) percent of the amount of this Contract. Said Bond shall be conditioned on full and complete performance of this Contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion.

-----st. Bid 98-57. Lake Lucille Spillway Replacement (Cont'd)

4. The Contractor agrees also to carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by these Specifications and by State Law.

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1988

Attest: \_\_\_\_\_  
Fayetteville City Clerk

CITY OF FAYETTEVILLE

By \_\_\_\_\_  
Fred Hanna, Mayor

(Seal)

CONTRACTOR

\_\_\_\_\_  
Contractor Name

By \_\_\_\_\_  
Name and Title

WITNESS \_\_\_\_\_

Corporate Seal (if any)

\_\_\_\_\_  
Business Address

**STAFF REVIEW FORM****AGENDA REQUEST**

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

**ACTION REQUESTED:**

RZA 98-13.00: Annexation was submitted by Jack Butt who replaced James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres.

**STAFF RECOMMENDATION:**

The staff forwards the Planning Commission recommendation for approval by a vote of 7-0-0. Commissioners Johnson and Tucker not present.

|                                  |                 |
|----------------------------------|-----------------|
| <u>Alett Little</u>              | <u>7/28/98</u>  |
| Alett Little,                    | Division Head   |
| <u>L. Kelly</u>                  | <u>7-31-98</u>  |
| City Attorney                    | Date            |
| <u>W.D. Cross</u>                | <u>3 NOV 98</u> |
| Public Works Director            | Date            |
| <u>BA</u>                        | <u>7/31/98</u>  |
| Administrative Services Director | Date            |
| <u>Paul Bond</u>                 | <u>7/31/98</u>  |
| Mayor                            | Date            |

Cross Reference:  
New Item: ☒ Yes ☐ No

*Planning Commission Meeting  
July 27, 1998  
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**RZA 98-13.00: ANNEXATION (PAUL AND GERALDINE BOND)**  
**4070 HUNTSVILLE ROAD**

This item was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres.

**STAFF'S RECOMMENDATION:**

**RZA 98-13: Annexation.**

Staff recommends approval of the requested annexation.

**STAFF COMMENTS:**

Little: She stated the applicant's request for this annexation was to allow the applicant the opportunity to receive city sewer.

She referred to the map on page 2 & 3.6 which reflects the dimensions of the house. The heavy dotted line indicates an island which would be created by this annexation. State law provides at such time the City chooses to take this additional property into the city limits, the board may take action on this.

Staff still recommends the annexation.

**PUBLIC COMMENTS:**

There were no public comments.

**Commissioner Estes moved to approve RZA 98-13.00.**

**Commissioner Hoover seconded said motion.**

**Upon roll call the motion carried on a vote of 7-0-0. Commissioners Johnson and Tucker were not present.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CONFIRMING THE ANNEXATION TO THE  
CITY OF FAYETTEVILLE, ARKANSAS, OF CERTAIN  
PROPERTY OWNED BY PAUL AND GERALDINE BOND.**

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

Section 1. That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit A attached hereto and made a part hereof.

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

Section 3. That the above-described property is hereby assigned to Ward No. 1.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

APPROVED:

By: \_\_\_\_\_  
Fred Hanna, Mayor

ATTEST:

By: \_\_\_\_\_  
Traci Smith, City Clerk

EXHIBIT A

A part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 16 North, Range 29 West, being more particularly described as follows:

Beginning at a point that is South 113.52 feet and North 89 degrees 33 minutes West 337.92 feet from the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 19 and running thence South 448.3 feet to a point located on the North line of the Fayetteville City Limits, said point being 300 feet North of the North right-of-way line of Arkansas State Highway No. 16 (Huntsville Road); thence North 56 degrees 33 minutes West 522.08 feet along said North line; thence leaving said North line and running North 163.9 feet; thence South 89 degrees 33 minutes East 435.6 feet to the point of beginning, containing 3.07 acres, more or less, Washington County, Arkansas. Subject to any easements and/or rights-of-way of record.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone:

501-575-8264

## PLANNING DIVISION CORRESPONDENCE

**TO:** Fayetteville Planning Commission Members  
**THRU:** Charles Venable, Asst. Public Works Director  
Alett S. Little, City Planner  
**FROM:** Tim Conklin, Planner  
**DATE:** July 27, 1998

### REQUESTS:

RZA 98-13.00 Annexation was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres.

RZ 98-14 Rezoning was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres. The request is for R-2, Medium Density Residential.

### RECOMMENDED MOTION:

**RZA 98-13: Annexation.** Staff recommends approval of the requested annexation.

**RZ 98-14 Rezoning.** Staff recommends denial of requested rezoning from A-1 to R-2. Staff does support a zoning designation of R-1.

PLANNING COMMISSION ACTION: YES Required  
\_\_\_\_\_Approved \_\_\_\_\_Denied

Date: July 27, 1998

Comments:

Date: \_\_\_\_\_

The applicant owns approximately 7 acres of which 3 acres are in the county and 4 acres are in the City zoned R-2. The entire site is developed with three single family homes and one four-plex. The portion of the site that has been petitioned for rezoning and annexation is developed with one single family home which is currently on a septic system which is experiencing problems. The area to the north of this property is city park land.

The site contains a very small area of 100 year floodplain (West Fork White River) along the north and west boundary line.

**North: Undeveloped, A-1, Proposed 7.06 acre park “Bayyari Park”**

East: Undeveloped, County

West: Undeveloped, County

**Streets:** The site is adjacent to Highway 16 East/Huntsville Road classified as a Principal Arterial.

**Water:** An 8" water line is available along Huntsville Road.

**Sewer:** An 8" sewer line transects this site north of the single family home.

General Plan 2020 shows this area as Residential.

## 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 adjacent land uses are primarily single family homes zoned R-1. R-2 zoning would be inconsistent with the adjacent land uses and zoning.**

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

**Staff finding: R-2 zoning is not justified or needed at this time.**

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

**Staff finding: R-2 zoning has the potential to create or appreciably increase traffic danger and congestion; however, without a development plan, it is not possible to estimate the effect of R-2 zoning.**

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

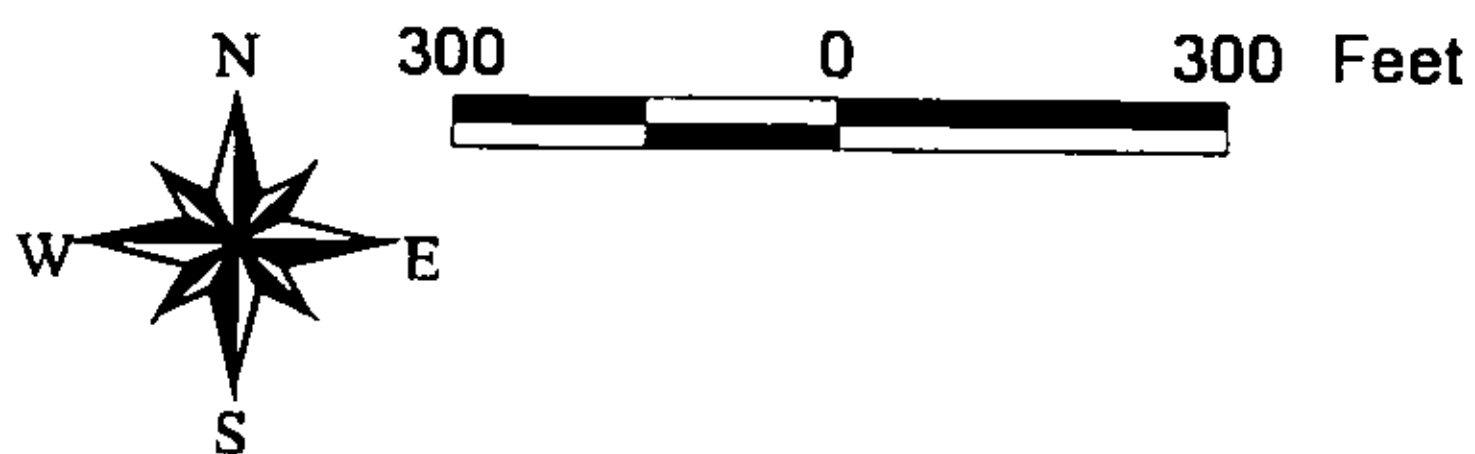
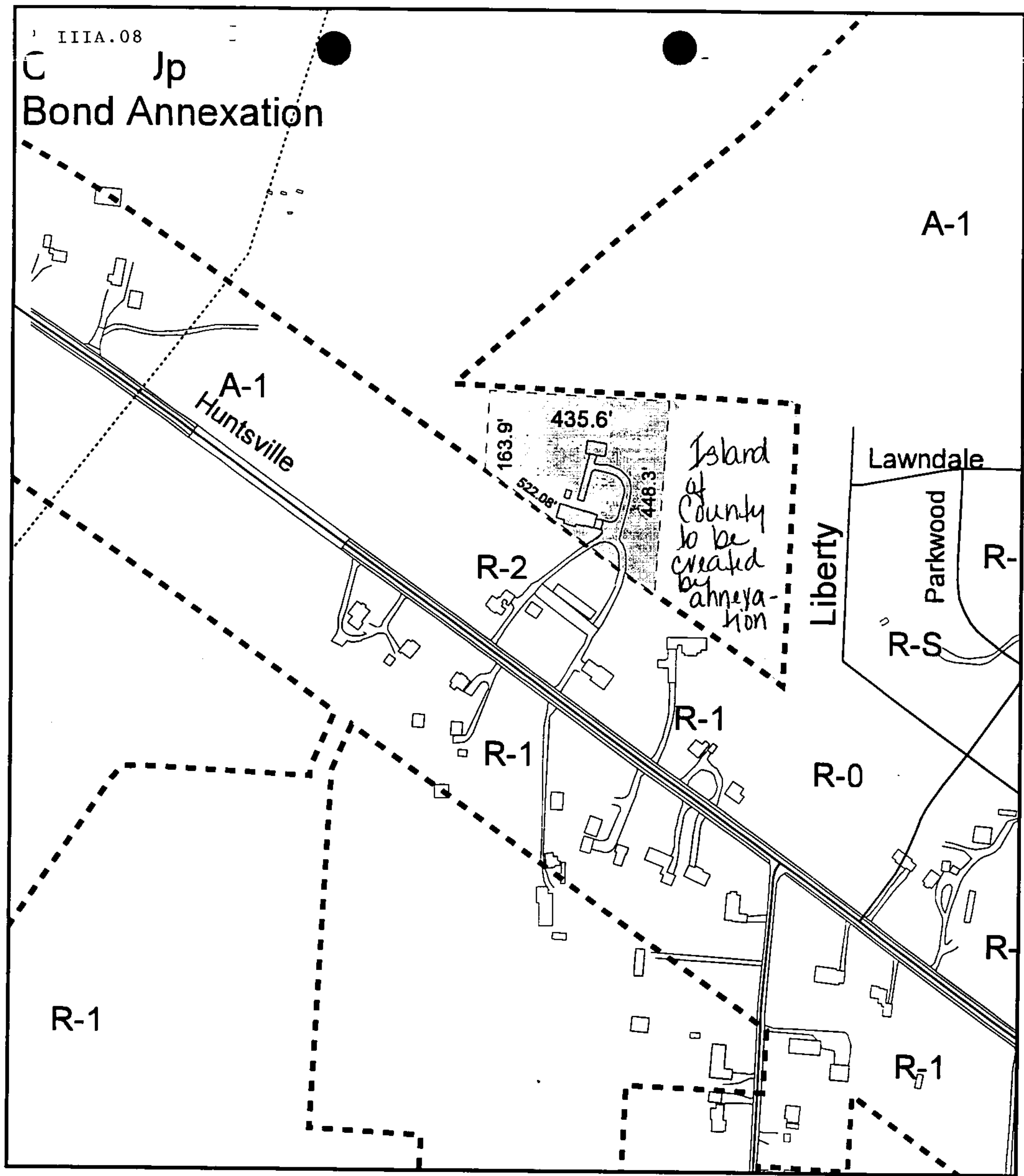
**Staff finding: Development of this land under R-2 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts associated with development.**

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**

# C Jp Bond Annexation



# **PLAN OF SURVEY FOR**

PAUL & GERALDINE  
BOND

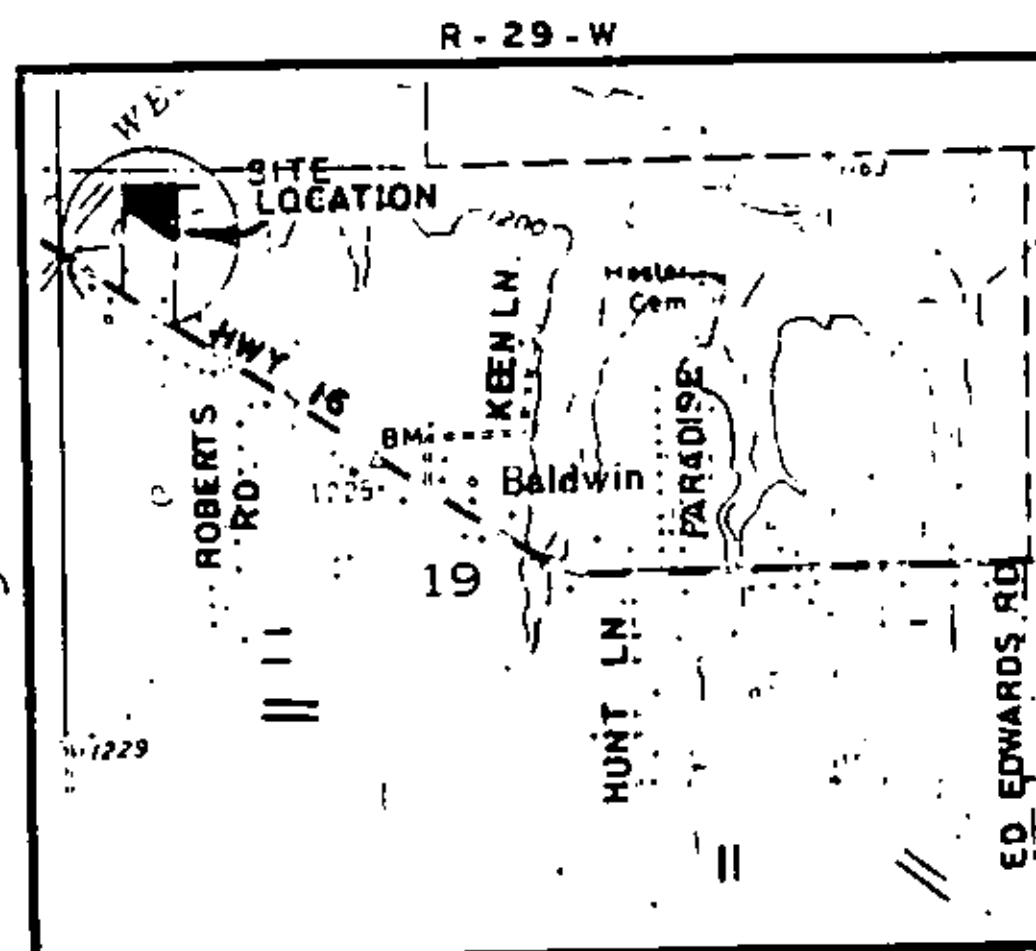
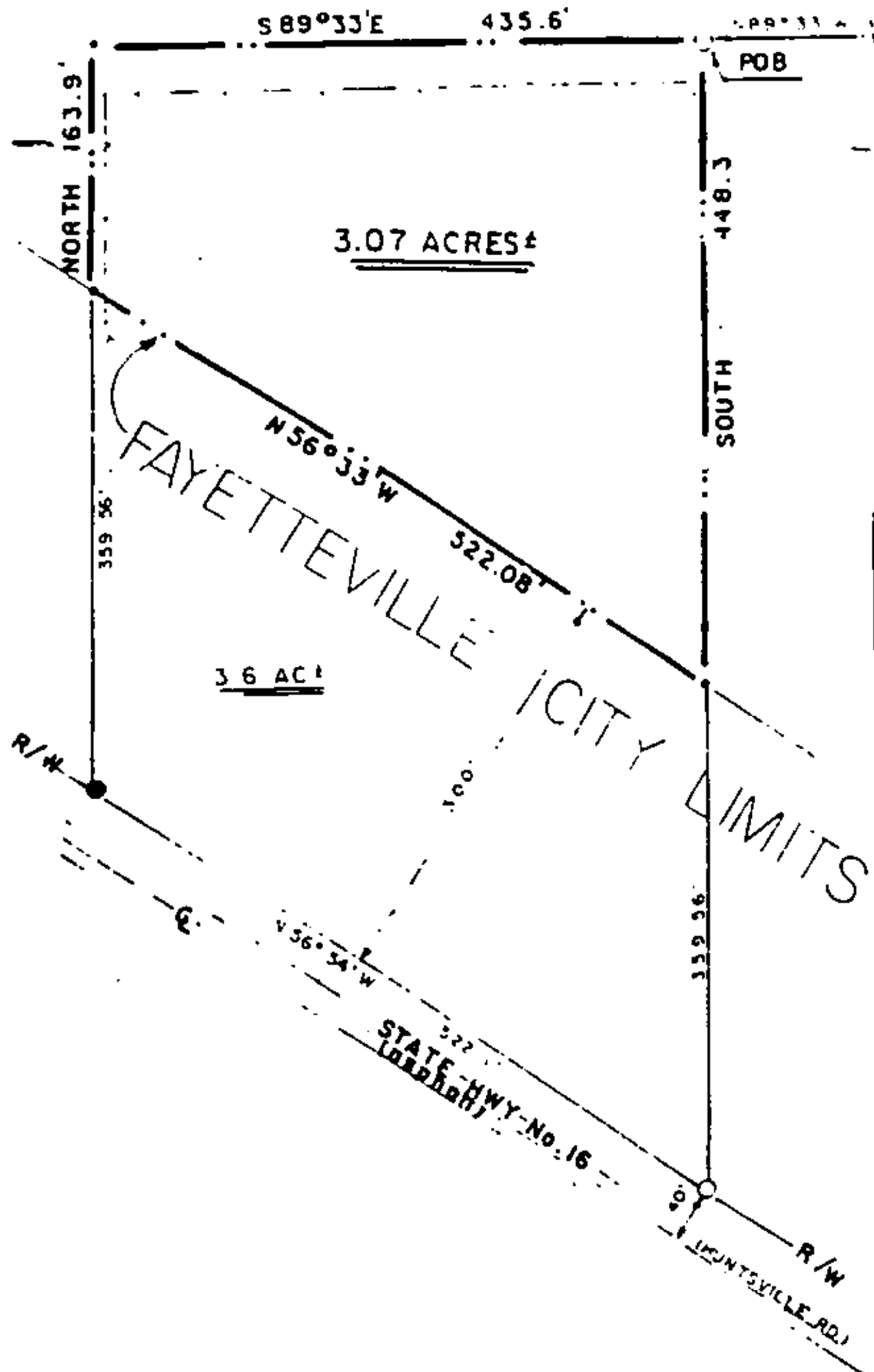
NE CORNER  
NW1/4 - NW1/4  
SEC 19  
R. 29 W.



SCALE 1" = 150'

## **LEGEND**

- PROPERTY LINE
- FOUND IRON PIN
- SET IRON PIN
- x-x- FENCE
- POB POINT OF BEGINNING



VICINITY MAP

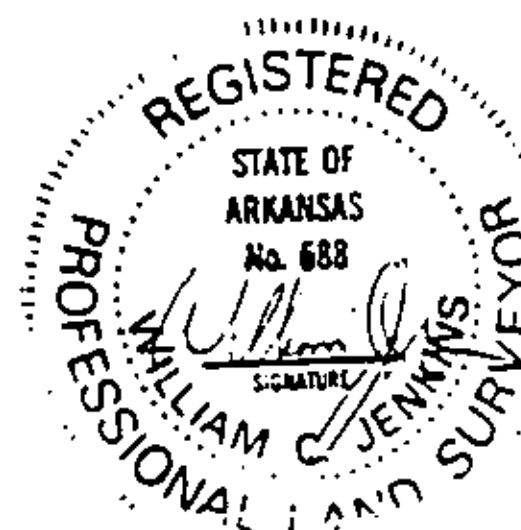
## **SURVEY DESCRIPTION**

A part of the NW1/4 of the NW1/4 of Section 19, Township 16 North, Range 29 West, being more particularly described as follows:

Beginning at a point that is South 113.52 feet and N89°33'W 337.92 feet from the Northeast corner of the NW1/4 of the NW1/4 of said Section 19 and running thence South 448.3 feet to a point located on the North line of the Fayetteville City Limits, said point being 300 feet North of the North right-of-way line of Arkansas State Highway No. 16 (Huntsville Road); thence N56°33'W 522.08 feet along said North line; thence leaving said North line and running North 163.9 feet; thence S89°33'E 435.6 feet to the point of beginning, containing 3.07 acres, more or less, Washington County, Arkansas.

Subject to any easements and/or right-of-ways of record.

Basis for Bearings: Deed description.



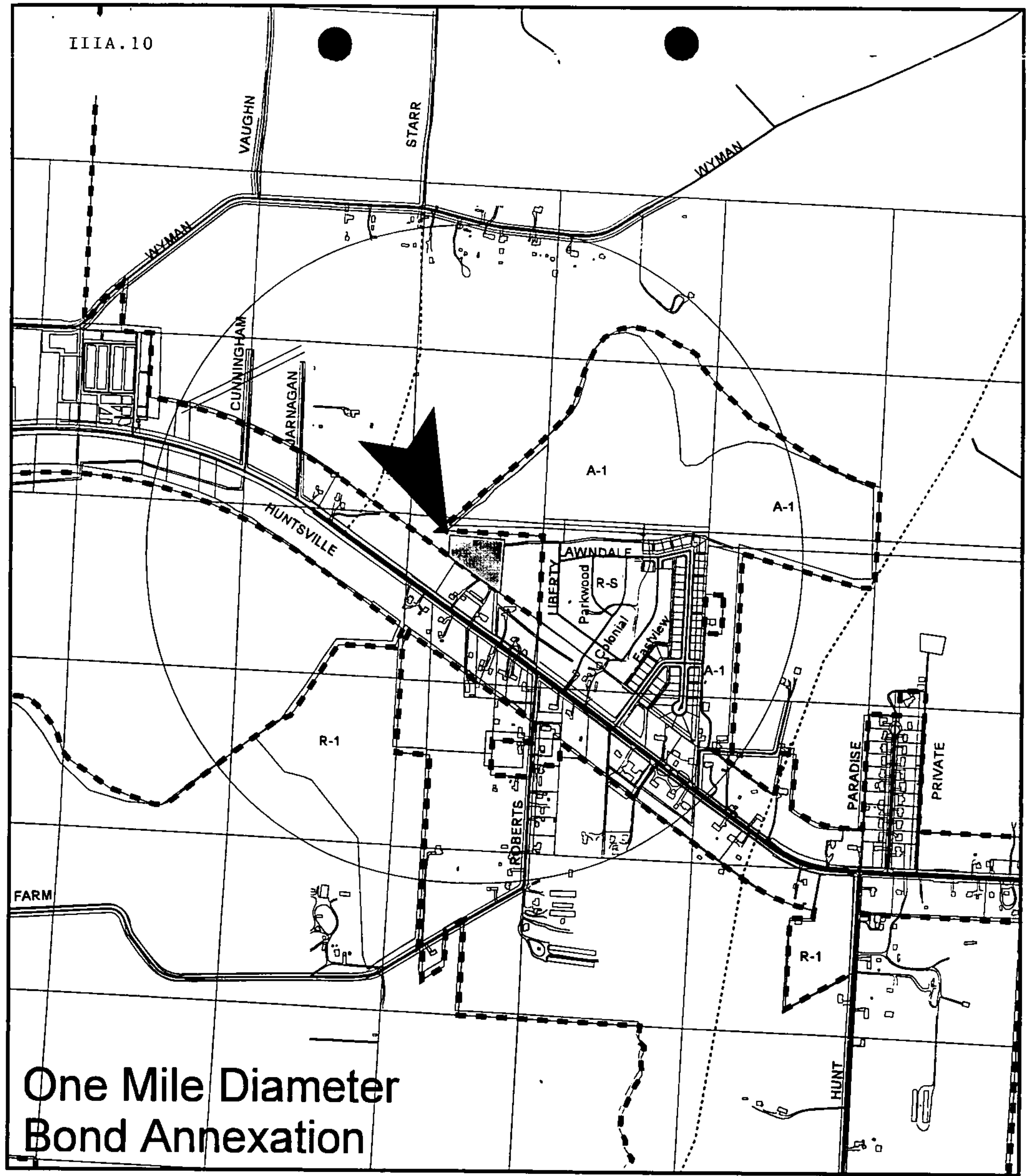
**SURVEYOR'S CERTIFICATION:** I hereby certify that I have surveyed the herein described tract and that the property lines and corner monuments are, to the best of my knowledge and ability, correctly established as shown. Also, any easements and/or encroachments revealed by said survey are shown hereon.

*William C. Jenkins*  
WILLIAM C. JENKINS PLS No. 688 AR

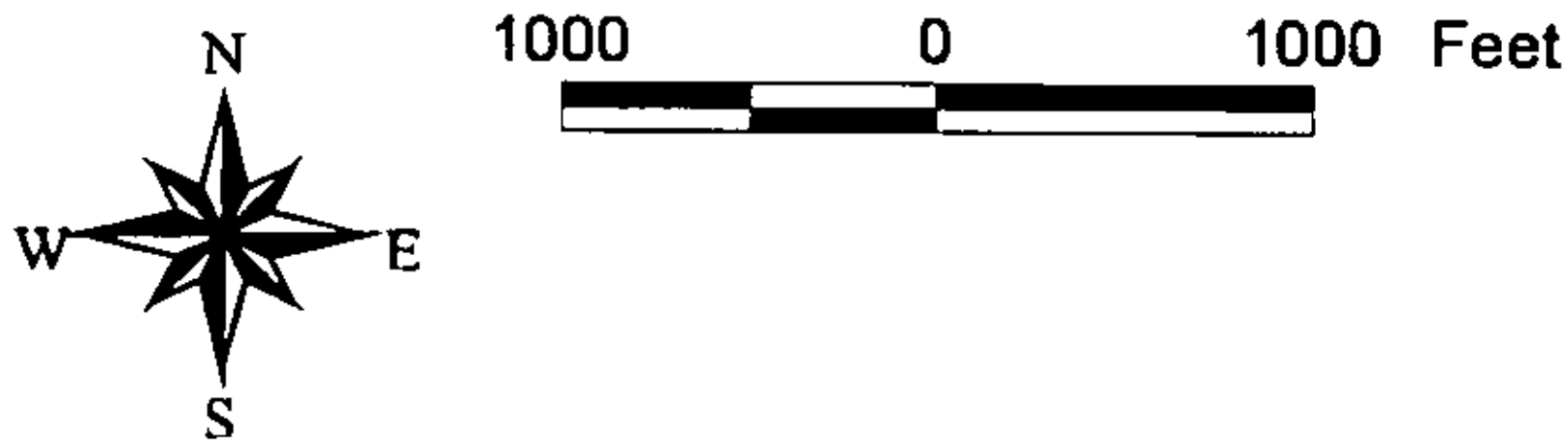
## **JENKINS SURVEYING, INC.**

1552 CEDAR ST  
FAYETTEVILLE AR 72703  
(501) 521-5231

|             |         |
|-------------|---------|
| DATE:       | 4/20/98 |
| DRAWN BY:   | WCJ     |
| FIELD BOOK: | WP. 1   |
| JOB NO:     | 98-40   |



# One Mile Diameter Bond Annexation



TO WHOM IT MIGHT CONCERN  
A WRITTEN STATEMENT OF CHANGE

I, Geraldine Bond, owner and resident of the property in this cause, wish to have the zoning changed from A to E-2.

The proposed change is so that the new zoning would conform to the present use of the property and would allow for further development if needed in the future.

The use of the property would not change.

The traffic would not change.

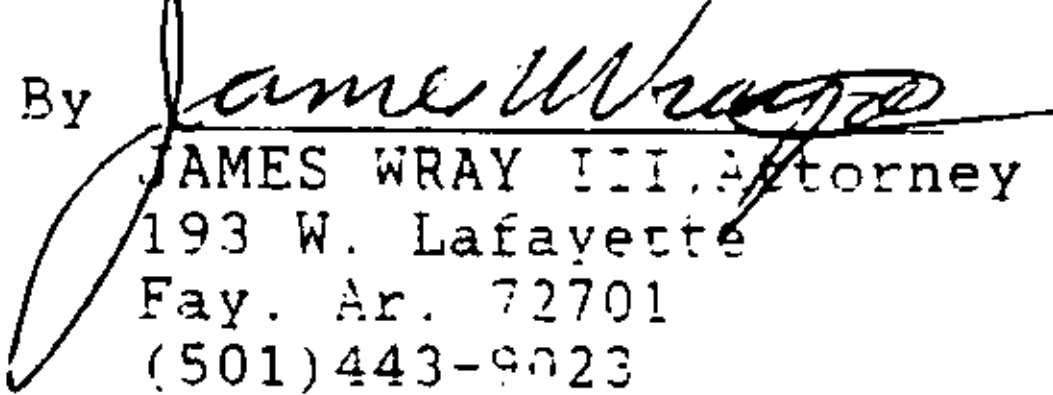
The appearance would not change.

There is and would be no signs.

There is city water available at the corner of the property.

Geraldine Bond, Owner

By

  
JAMES WRAY III, Attorney  
193 W. Lafayette  
Fay. Ar. 72701  
(501)443-9023

:

## STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of

August 18, 1998

FROM:

Alett Little

Planning Division

Public Works Department

## ACTION REQUESTED:

RZ 98-14.00: <sup>Rezoning</sup>~~Annexation~~ was submitted by Jack Butt who replaced James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres. The request is for R-2, Medium Density Residential.

## STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval of R-S, Residential-Small lot by a vote of 6-1-0. Commissioner Forney voted nay. Commissioners Johnson and Tucker not present.

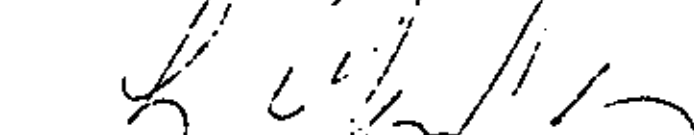


Alett Little,

7/28/98

Division Head

Cross Reference:

New Item ☒ Yes ☐ No


City Attorney

7-31-98

Date

Public Works Director

Date

Administrative Services Director

Date

Mayor

Date

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED  
IN REZONING PETITION RZ 98-14.00 FOR A PARCEL  
CONTAINING APPROXIMATELY 3.07 ACRES LOCATED ON  
4070 HUNTSVILLE ROAD REQUESTED BY PAUL AND  
GERALDINE BOND.

**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-S (Residential Small Lot) for the real property described in Exhibit "A" attached  
hereto and made a part hereof.

From A-1, Agriculture District to R-S, Residential Small Lot 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

A part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 16 North, Range 29 West, being more particularly described as follows:

Beginning at a point that is South 113.52 feet and North 89 degrees 33 minutes West 337.92 feet from the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 19 and running thence South 448.3 feet to a point located on the North line of the Fayetteville City Limits, said point being 300 feet North of the North right-of-way line of Arkansas State Highway No. 16 (Huntsville Road); thence North 56 degrees 33 minutes West 522.08 feet along said North line; thence leaving said North line and running North 163.9 feet; thence South 89 degrees 33 minutes East 435.6 feet to the point of beginning, containing 3.07 acres, more or less, Washington County, Arkansas. Subject to any easements and/or rights-of-way of record.

*Planning Commission Meeting*

*July 27, 1998*

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**RZ 98-14.00: REZONING (PAUL AND GERALDINE BOND)**  
**4070 HUNTSVILLE ROAD**

This item was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres. The request is for R-2, Medium Density Residential.

**STAFF'S RECOMMENDATION:**

Staff recommends denial of requested rezoning from A-1 to R-2. Staff does support a zoning designation of R-1.

**STAFF'S FINDINGS:**

1. The adjacent land uses are primarily single family homes zoned R-2. R-2 zoning would be inconsistent with the adjacent land uses and zoning.
2. R-2 zoning is not justified or needed at this time.
3. R-2 zoning has the potential to create or appreciably increase traffic danger and congestion; however, without a development plan, it is not possible to estimate the effect of R-2 zoning.
4. Development of this land under R-2 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts associated with development.

Jack Butt, attorney at law, representing Paul and Geraldine Bond, the applicants, appeared before the commission.

Butt: He gave background information regarding the rezoning application. The Bonds had retained his services for the purpose of estate planning. The applicants had presented information to him that they had approximately 7 acres that was located ½ in the city and ½ in the county. They had already obtained Mr. Wray's services for the annexation process.

The purpose of their estate planning was to divide the property for their children. He advised his clients go through the City process of getting the property split. This necessitated getting the property annexed into the city and then they could proceed with the lot splits.

He expressed his appreciation to Ms. Humphrey and Ms. Warrick for their help. He had called the City and talked with Ms. Warrick who explained the process to

*Planning Commission Meeting*  
*July 27, 1998*  
*Page -6-*

him for annexation. Because they had stated they had a four-plex and two single houses in the City zoned R-2, with acreage in the county behind their property he felt R-2 zoning would provide more flexibility and add value to the property.

He stated the applicants have a 7 acre lot that fronts the highway. The front 3 acres is already zoned R-2. The property immediately to the east is zoned R-1 and then further east is a large tract which is zoned R-S. Behind the subject property is a city park. Therefore, he felt this would allow for good community infrastructure for this development.

He noted staff's concerns with regard to traffic. He further noted the applicant could not proceed with any building plans without going back before the City as part of the large scale development and any concerns could be addressed at this level. Therefore, he stated this area would not be inconsistent with fairly dense development. There would be a city park which would serve a dense development.

Therefore, he requests the commissioners approve the applicant's request for R-2 zoning.

#### **PUBLIC COMMENTS:**

There were no public comments.

#### **PLANNING COMMISSION FINDINGS:**

Reynolds: He inquired if there was a tri-plex already present on this property.

Butt: He noted there was a four-plex on this property.

**Commissioner Estes moved to approve RZ 98-4.00.**

**Commissioner Odom seconded said motion.**

Forney: He stated he would be voting against this. Because there is not a compelling need for this rezoning. He felt the commission needs to look into the future to make a zoning determination after it is known how this area develops.

Ward: He stated normally he would vote against this zoning. However, this is a request for 3 acres. To the North there is a city park with the White River which could not be developed. He stated if this was larger acreage, he would probably not vote

*Planning Commission Meeting*  
*July 27, 1998*  
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for it.

Little: She clarified the acreage in the park is 7 acres. There are approximately 96 acres which are in a conservation easement. The conservation easement is privately-owned and would not be open to the general public.

Forney: He stated he was looking at the density and not so much acreage. The density would be 12 vs. 75. He felt without a plan as to what to do with the property at the present time, we would not be serving the city well to zone this property to R-2. He felt traffic would also be another issue.

Hoffman: She noted R-1 zoning may not be realistic in the future, however, she did not feel R-2 would be appropriate. Therefore, she recommended an R-S zoning.

Hoover: She concurred with Commissioner Hoffman's zoning suggestion for R-S zoning.

Butt: He inquired if they could amend their application to accept an R-S zoning.

Little: She stated this would be allowable.

Butt: He clarified the park was 7 acres and apologized for his previous observation of the the conservation easement being part of the park.

**Commissioner Estes amended his motion to approve RZ 98-14 for R-S zoning.**

**Commissioner Odom seconded said motion.**

Forney: He stated the applicant would not have to present a zoning request at the present time. He stated he would vote against this as well, because he felt A-1 zoning would be fine.

Hoffman: She inquired if staff could elaborate on the R-S zoning.

Little: She stated R-S allows smaller lots for single family homes only. Duplexes could be allowed as a conditional use, but are not a use by right. The density allowed is 7 units/acre. This would allow for 21 additional units. The front 3 acres is already zoned R-2 and would support 75 units as it was currently zoned under redevelopment.

Estes: He inquired what R-1 allowed.

*Planning Commission Meeting**July 27, 1998**Page -8-*

- Little: She stated on the 3 acres to the rear, it would allow 4 units/acre which could be an additional 12 units.
- Forney: He could not understand the distinction between the three zonings. Therefore, he suggests the applicant wait and pursue zoning at a later time. He stated there is not a law that states they have to rezone.
- Odom: He clarified there was no law that required the applicant to rezone at the time of development.
- Forney: He stated he would only support an R-1 zoning.
- Hoffman: She stated she would support R-S zoning. She further noted there are inadequate roads in Fayetteville which is a limit to growth. She stated R-S zoning allows first-time home owners to purchase property.

**Upon roll call the motion was approved on a vote of 6-1-0. Commissioner Forney noted nay. Commissioners Johnson and Tucker were not present.**

There being no further business, the meeting was adjourned at 6:05 p.m.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone:

## PLANNING DIVISION CORRESPONDENCE

501-575-8264

**TO:** Fayetteville Planning Commission Members  
**THRU:** Charles Venable, Asst. Public Works Director  
Alett S. Little, City Planner  
**FROM:** Tim Conklin, Planner  
**DATE:** July 27, 1998

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### REQUESTS:

RZA 98-13.00 Annexation was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres.

RZ 98-14 Rezoning was submitted by James Wray III on behalf of Paul and Geraldine Bond for property located at 4070 Huntsville Road. The property is in the county and contains approximately 3.07 acres. The request is for R-2, Medium Density Residential.

### RECOMMENDED MOTION:

**RZA 98-13: Annexation.** Staff recommends approval of the requested annexation.

**RZ 98-14 Rezoning.** Staff recommends denial of requested rezoning from A-1 to R-2. Staff does support a zoning designation of R-1.

PLANNING COMMISSION ACTION: YES Required  
\_\_\_\_\_Approved \_\_\_\_\_Denied

Date: July 27, 1998

Comments:

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

**Date:**           

**BACKGROUND :**

The applicant owns approximately 7 acres of which 3 acres are in the county and 4 acres are in the City zoned R-2. The entire site is developed with three single family homes and one four-plex. The portion of the site that has been petitioned for rezoning and annexation is developed with one single family home which is currently on a septic system which is experiencing problems. The area to the north of this property is city park land.

The applicant is requesting annexation in order to connect the house to the sewer system. The rezoning request was made to be able to develop additional multi-family units at some undefined future date. R-2 zoning allows a maximum density of 24 units per acre.

The site contains a very small area of 100 year floodplain (West Fork White River) along the north and west boundary line.

**ADJACENT LAND USE AND ZONING:**

North: Undeveloped, A-1, Proposed 7.06 acre park "Bayyari Park"

South: Residential, R-2

East: Undeveloped, County

West: Undeveloped, County

**INFRASTRUCTURE:**

**Streets:** The site is adjacent to Highway 16 East/Huntsville Road classified as a Principal Arterial.

**Water:** An 8" water line is available along Huntsville Road.

**Sewer:** An 8" sewer line transects this site north of the single family home.

**LAND USE PLAN:**

General Plan 2020 shows this area as Residential.

## 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 adjacent land uses are primarily single family homes zoned R-1. R-2 zoning would be inconsistent with the adjacent land uses and zoning.**

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

**Staff finding: R-2 zoning is not justified or needed at this time.**

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

**Staff finding: R-2 zoning has the potential to create or appreciably increase traffic danger and congestion; however, without a development plan, it is not possible to estimate the effect of R-2 zoning.**

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

**Staff finding: Development of this land under R-2 zoning should not cause an undesirable increase on the load with regard to public services including schools, water, and sewer facilities. Public services and facilities would be evaluated in greater detail at the time of development to mitigate any impacts associated with development.**

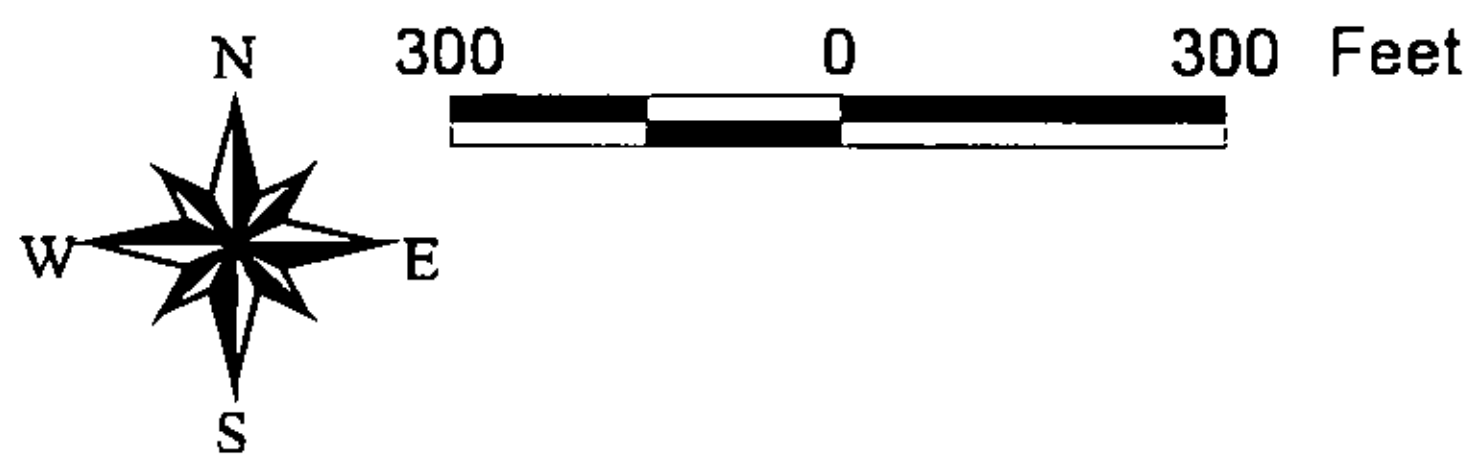
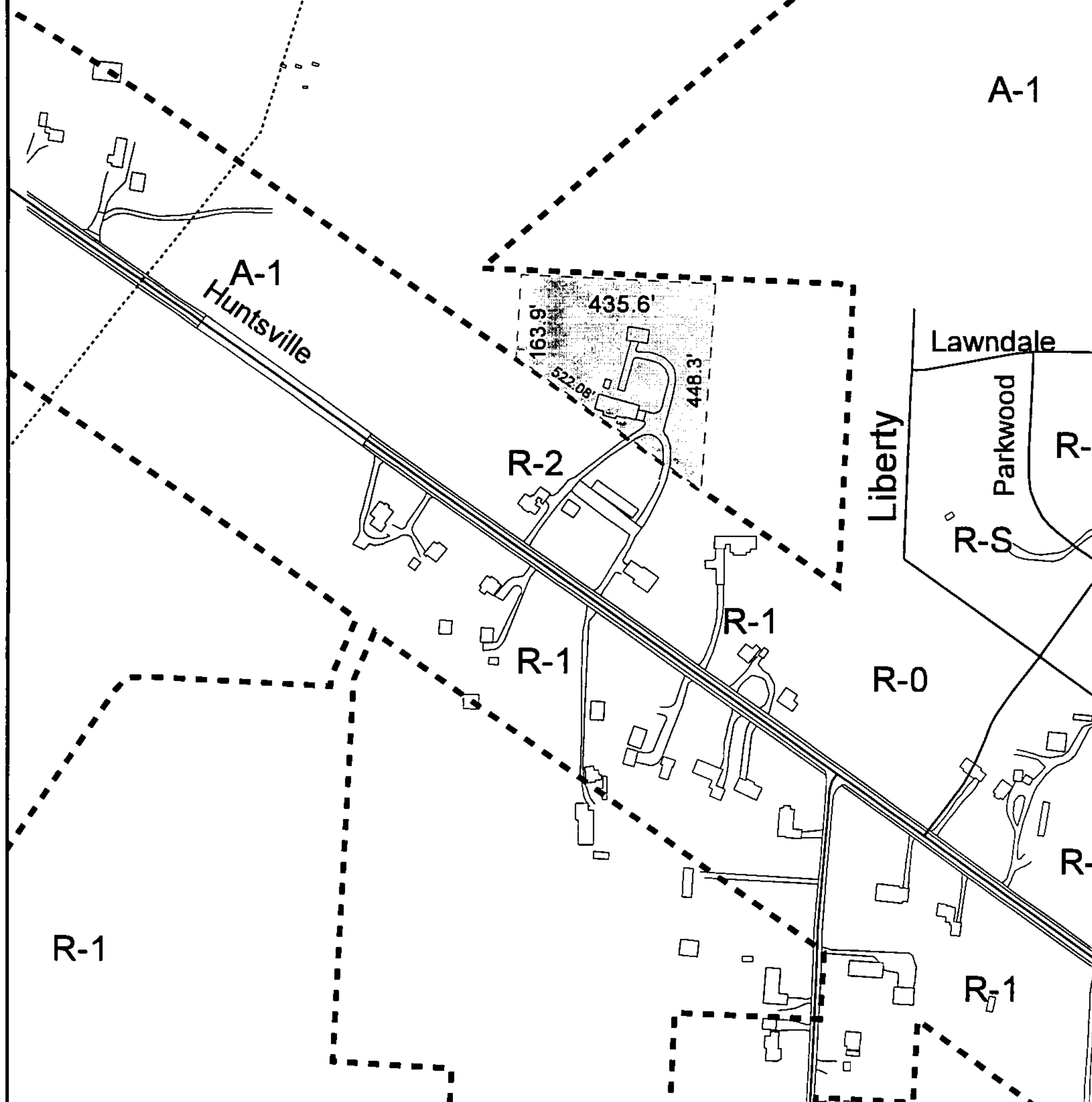
5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

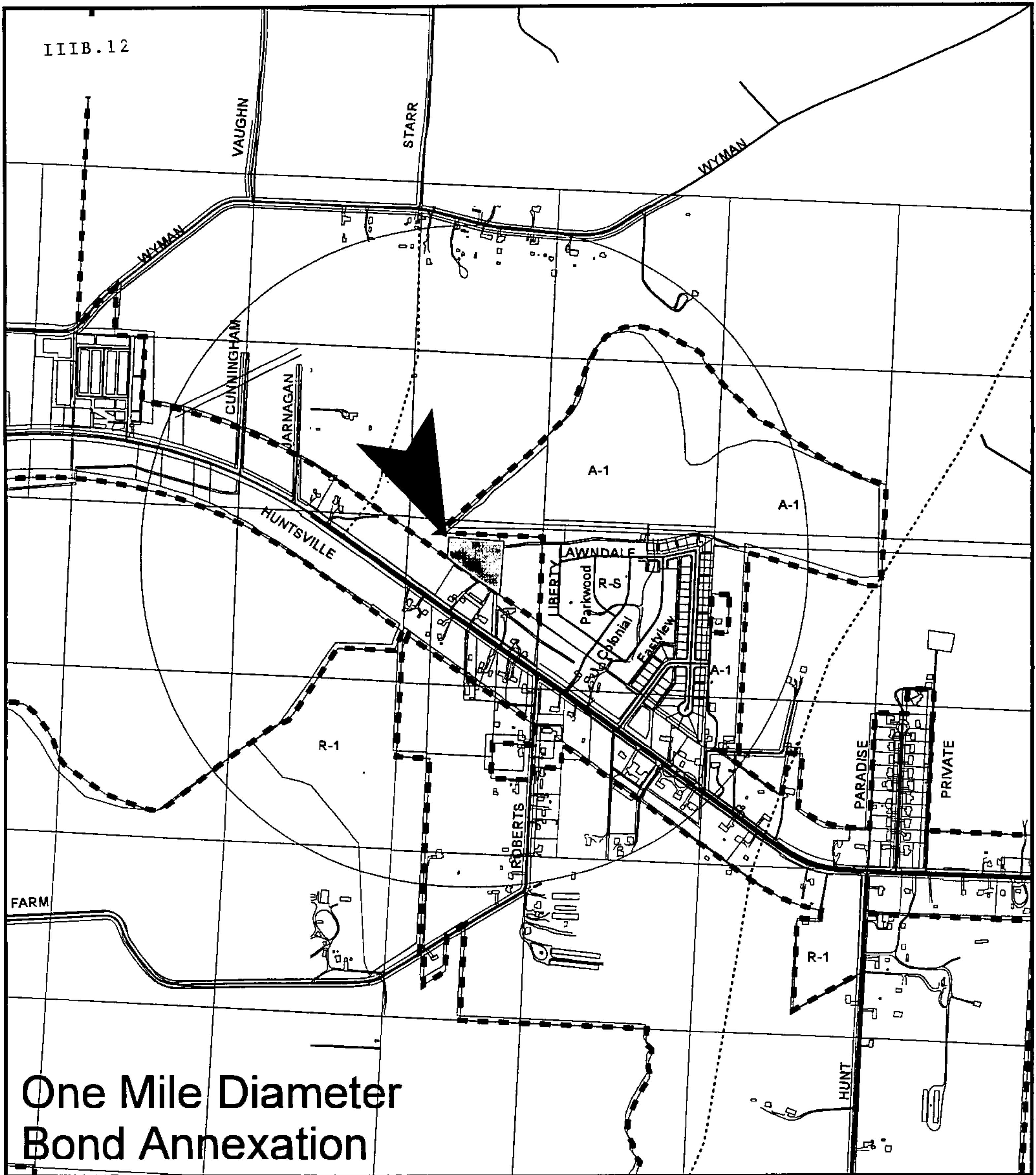
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Staff finding: N/A**

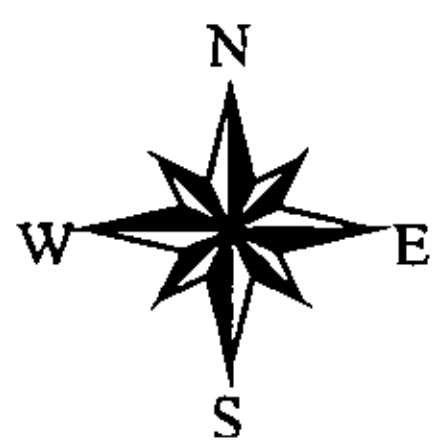
# Close Up Bond Annexation

IIIB.11



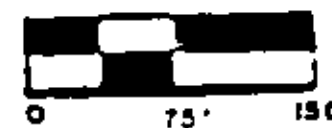


# One Mile Diameter Bond Annexation



# LAT OF SURVEY FOR

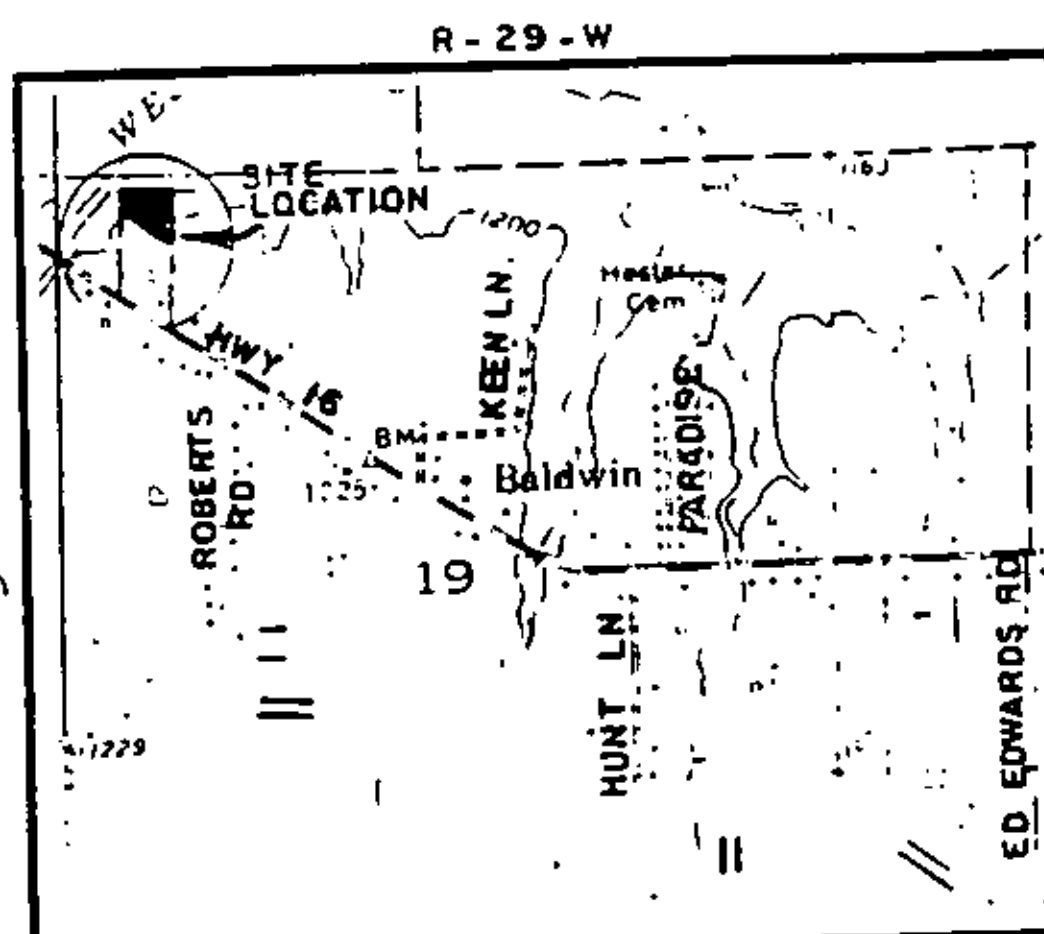
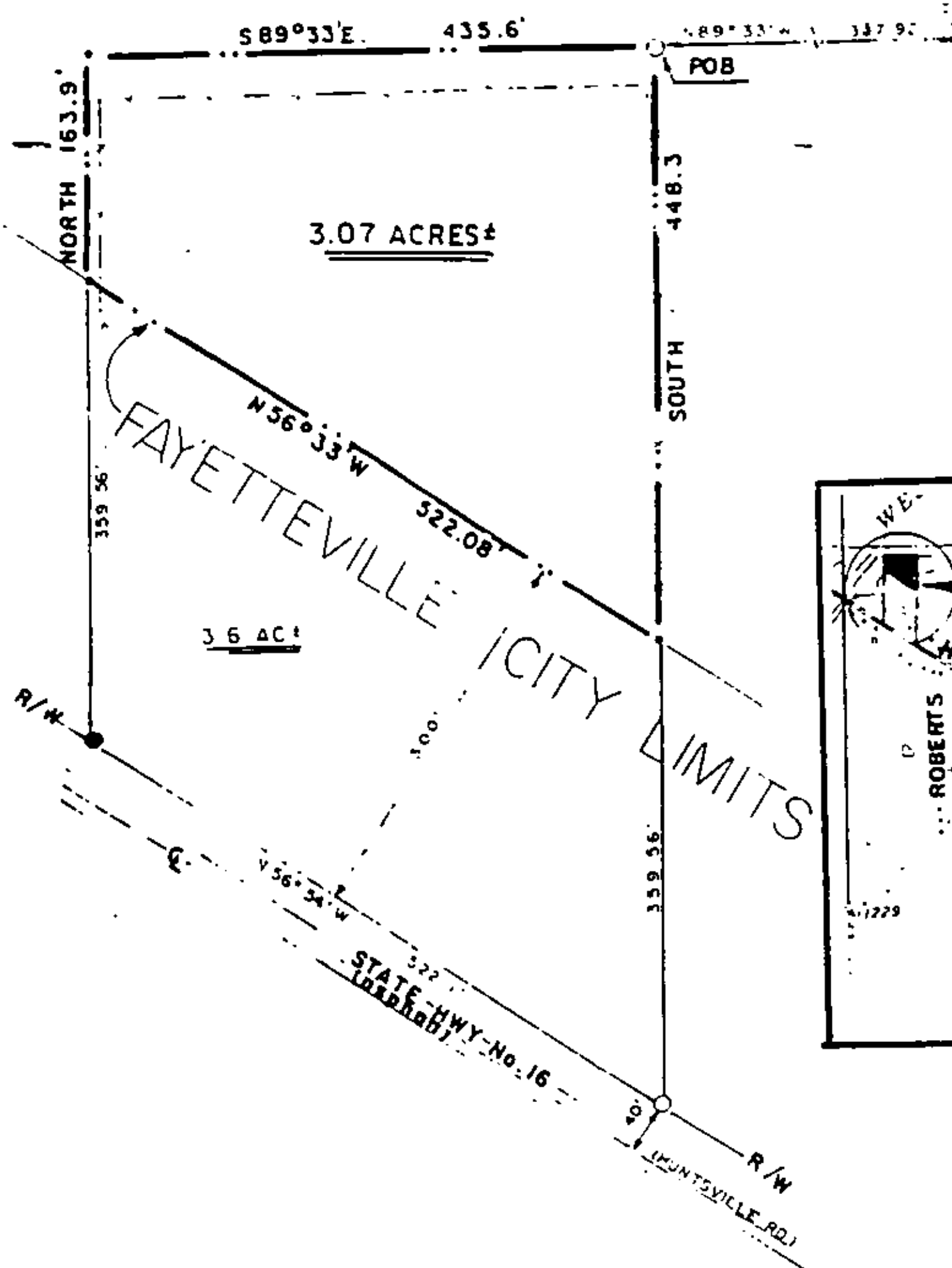
PAUL & GERALDINE  
BOND



SCALE 1" = 150'

## LEGEND

- · — · — PROPERTY LINE
- FOUND IRON PIN
- SET IRON PIN
- x — x — FENCE
- POB POINT OF BEGINNING



VICINITY MAP

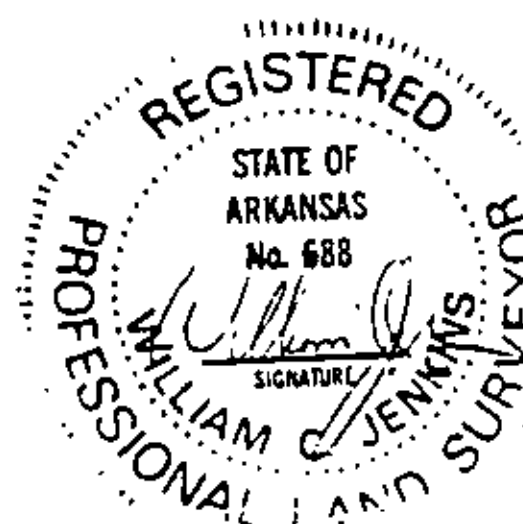
## SURVEY DESCRIPTION

A part of the NW1/4 of the NW1/4 of Section 19, Township 16 North, Range 29 West, being more particularly described as follows:

Beginning at a point that is South 113.52 feet and N89°33'W 337.92 feet from the Northeast corner of the NW1/4 of the NW1/4 of said Section 19 and running thence South 448.3 feet to a point located on the North line of the Fayetteville City Limits, said point being 300 feet North of the North right-of-way line of Arkansas State Highway No. 16 (Huntsville Road); thence N56°33'W 522.08 feet along said North line; thence leaving said North line and running North 163.9 feet; thence S89°33'E 435.6 feet to the point of beginning, containing 3.07 acres, more or less, Washington County, Arkansas.

Subject to any easements and/or right-of-ways of record.

Basis for Bearings: Deed description.



**SURVEYOR'S CERTIFICATION:** I hereby certify that I have surveyed the herein described tract and that the property lines and corner monuments are, to the best of my knowledge and ability, correctly established as shown. Also, any easements and/or encroachments revealed by said survey are shown hereon.

WILLIAM C. JENKINS PLS No. 688 AR

## JENKINS SURVEYING, INC.

1552 CEDAR ST  
FAYETTEVILLE AR 72703  
(501) 521-5231

|             |         |
|-------------|---------|
| DATE:       | 4/20/98 |
| DRAWN BY:   | WCJ     |
| FIELD BOOK: | WP-1    |
| JOB NO:     | 98-40   |

TO WHOM IT MIGHT CONCERN  
A WRITTEN STATEMENT OF CHANGE

I, Geraldine Bond, owner and resident of the property in this cause, wish to have the zoning changed from A to R-2.

The proposed change is so that the new zoning would conform to the present use of the property and would allow for further development if needed in the future.

The use of the property would not change.

The traffic would not change.

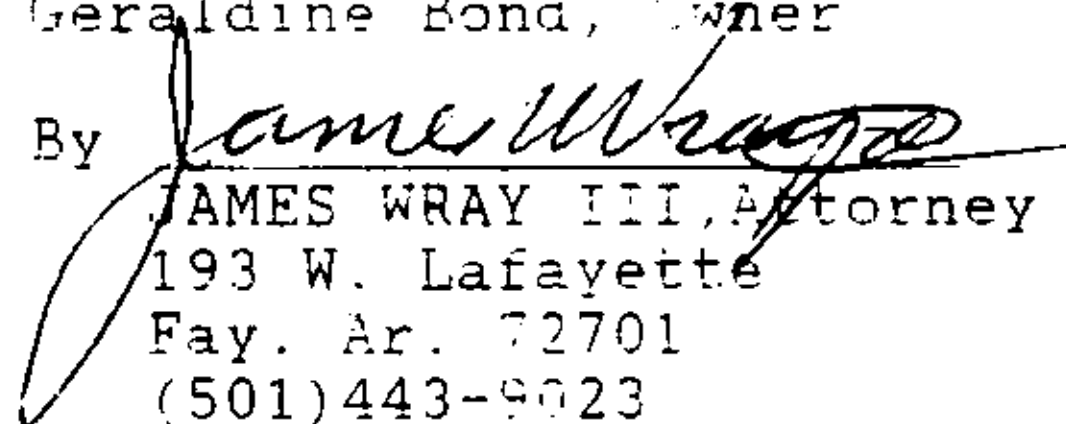
The appearance would not change.

There is and would be no signs.

There is city water available at the corner of the property.

Geraldine Bond, Owner

By

  
JAMES WRAY III, Attorney  
193 W. Lafayette  
Fay. Ar. 72701  
(501)443-9023

## STAFF REVIEW FORM

IIIC.01

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council meeting of August 18 or September 1, 1998  
**FROM:**

Jim Beavers Engineering Public Works  
 Name Division Department

**ACTION REQUIRED:**

Guidance from the Council concerning a proposed cost-share for the cost difference between constructing Longview as a 36 ft. collector vs. a 28 ft. local street for approximately 1450 feet at the WRMC Assisted Care development.

**COST TO CITY:**

|                                                     |                                             |                                                  |
|-----------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <u>\$51,846 (estimated)</u><br>cost of this Request | <u>\$200,000</u><br>Category/Project Budget | <u>Street improvmts</u><br>Category/Project Name |
| <u>4470-9470-5809.00</u><br>Account Number          | <u>226</u><br>Funds Used To Date            | <u>Cost Share</u><br>Program Name                |
| <u>98033-0020</u><br>Project Number                 | <u>199,774</u><br>Remaining Balance         | <u>Sales Tax</u><br>Fund                         |

**BUDGET REVIEW:** ☒ Budgeted Item ☐ Budget Adjustment Attached

Stephano  
Budget Coordinator

\_\_\_\_\_  
Administrative Services Director

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

Marilyn J. Cramer  
Accounting Manager  
[Signature]  
City Attorney  
P. Vice  
Purchasing Officer

7-31-98  
Date  
[Signature]  
Date  
Yolanda Fields  
Internal Auditor  
7-31-98  
Date

\_\_\_\_\_  
Date  
7-31-98  
Date

**STAFF RECOMMENDATION:** Please see attached memorandum.

[Signature]  
Division Head  
[Signature]  
Department Director  
[Signature]  
Administrative Services Director  
[Signature]  
Mayor

7-31-98  
Date  
3 JUL 98  
Date  
7/31/98  
Date  
7/31/98  
Date

Cross Reference

New Item: **Yes**

Prev Ord/Res # \_\_\_\_\_

Orig Contract Date: \_\_\_\_\_

## **DEPARTMENTAL CORRESPONDENCE**

---

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director *KAC*  
Charles Venable, Asst. PW Director  
Don Bunn, City Engineer *DB*

From: Jim Beavers, Engineering *JB*

Date: 30 July 98

Re: Agenda Request, Council Meeting of August 18 or September 1, 1998.  
Proposed cost share to provide for a 36 ft. "collector" street in lieu of a 28 ft. "local" street for Longview Street for approximately 1450 feet across the WRMC Assisted Care development.

The WRMC Assisted Care LSD was approved by the Planning Commission on May 11, 1998. Condition of approval number 11 stated:

- "11. The City Council must agree to any proposed cost-share of the collector street (Longview Street). Traditionally, the City has participated in the costs above a standard 28 ft. street.

Neither the Planning Commission or staff can obligate City funds. Therefore the construction of Longview as a collector is subject to the City Council approving a cost share agreement with WRMC. If such agreement were to fail, then the developer must construct Longview as a 28 ft. residential street. Therefore, the cost-share agreement must be presented to the City Council prior to approval of the construction plans for the development. The developer's engineer shall be responsible to furnish a complete and accurate cost estimate to the City for use in preparing a Council agenda request."

Longview is shown as a collector on the Master Street Plan.

The City's approved budget contains "STREET ROW/INTERSECTION/COST SHARING" which was established for miscellaneous cost-share with developments as needed. The budget available is \$199,774.00.

Traditionally, the City has agreed to cost share with developers for the difference between "collectors" and "local" streets.

The cost to the City has been estimated by Kurt Jones of Crafton-Tull (Engineer for WRMC) as \$40,245.56 (see attachment). The cost difference between the 36 ft. And 28 ft. Street is for subgrade, base and paving only. The curb and gutter and drainage costs do not change. The sidewalks will increase from two - 4 ft. sidewalks to two - 6 ft. sidewalks. The additional sidewalk costs are estimated at  $1450 \text{ ft.} \times 2 \text{ ft.} \times 2 \times \$2 \text{ sf} = \$11,600.00$ . The total estimated costs are thus \$51,846.00. Actual costs cannot be determined until the developer has contracted for the construction.

Request a decision from the City Council to allow the developer to construct the 28 ft. "local" street or to allow the developer to construct a 36 ft. "collector" street with the City paying the cost difference between the 36 ft. and the 28 ft. sections.

Further, this is the first of potentially four such requests that will be presented to the City Council for different developments in 1998. Some of the developments will be residential and others will be commercial. Does the Council desire to review each development individually, or to set a standard for residential development and/or to establish a standard for Commercial developments (Such as the CMN Business Parke phase 2 south of the Mall)?

**WASHINTON REGIONAL MEDICAL CENTER - ASSISTED CARE UNIT  
LARGE SCALE DEVELOPMENT PLAN  
STREET CONSTRUCTION COST ESTIMATE - COLLECTOR VS. LOCAL**

NWE NO. 98033.00  
DATE: 5/7/98  
BY: K. Jones

**Unit Cost Per Square Yard of Street Construction:**

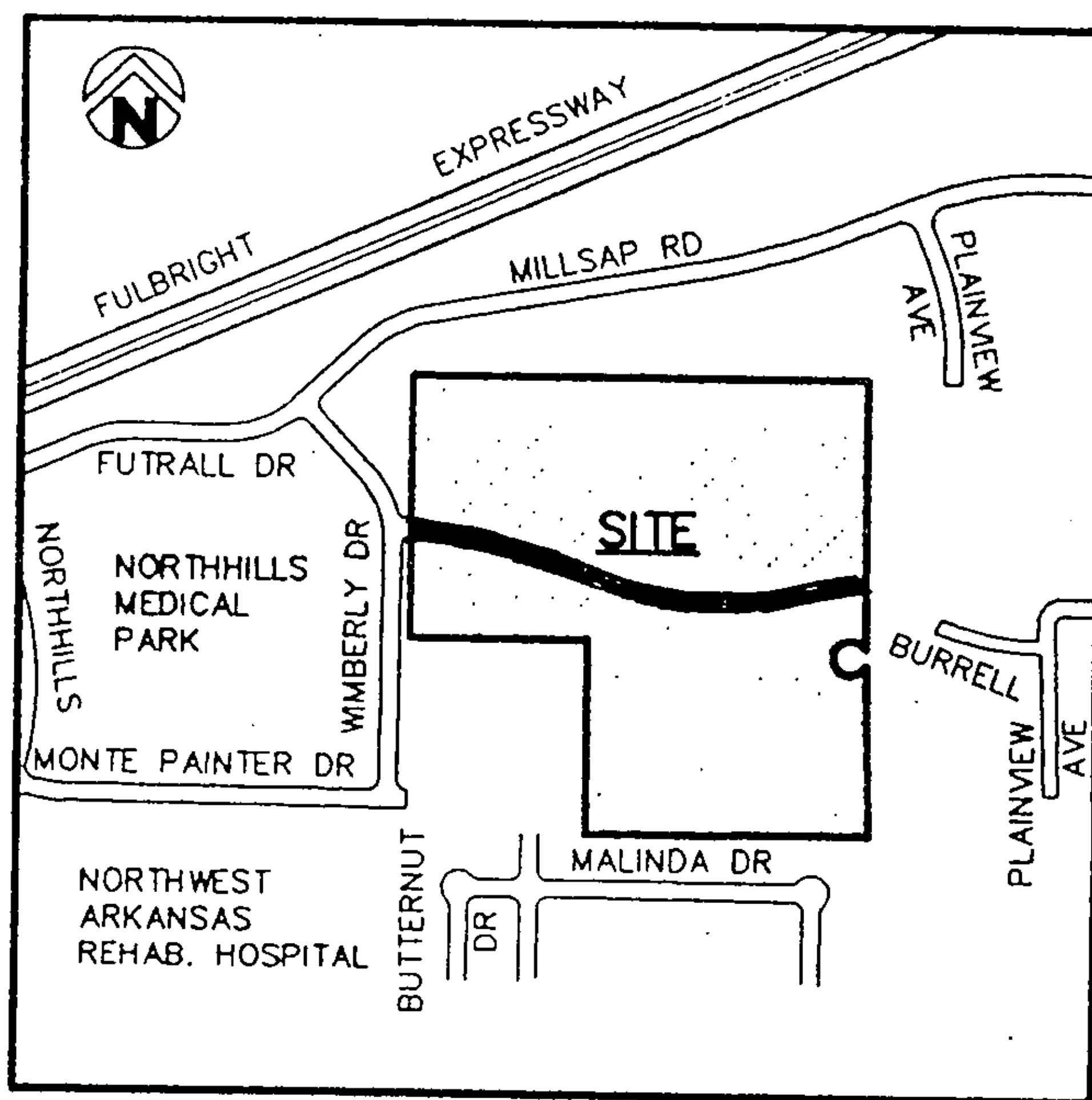
|                          | EST.<br>QTY. | UNITS | UNIT<br>COST | COST           |
|--------------------------|--------------|-------|--------------|----------------|
| ACHM Surface Course:     | 0.11         | TON   | \$45.00      | \$4.95         |
| ACHM Binder Course:      | 0.22         | TON   | \$42.00      | \$9.24         |
| Tack and Prime Coat:     | 0.35         | GAL   | \$1.00       | \$0.35         |
| Class 7 Base Course:     | 0.34         | TON   | \$12.00      | \$4.08         |
| Grading:                 | 1.33         | CY    | \$6.50       | \$8.65         |
| Undercut:                | 0.33         | CY    | \$12.00      | \$3.96         |
| <b>TOTAL PER SY COST</b> |              |       |              | <b>\$31.23</b> |

**Total Cost Difference - Collector vs. Local:**

$$\begin{array}{rclclclcl} \text{Width Diff. (FT)} & \text{Length (FT)} & & \text{Area (SY)} & & & & \\ 8 & 1450 & = & 1288.89 & @ & 31.225 & = & \$40,245.56 \end{array}$$

**Assumptions:**

- o Section is 2" ACHM surf., 4" binder, and 6" base.
- o Average cut/fill depth for the street is 4 feet.
- o Estimated average undercut depth is 1 foot.



VICINITY MAP

## STAFF REVIEW FORM

XX AGENDA REQUEST  
 \_\_\_\_\_ CONTRACT REVIEW  
 \_\_\_\_\_ GRANT REVIEW

For the Fayetteville City Council meeting of August 18, 1998

FROM:

Connie Edmonston Parks & Recreation Public Works  
 Name Division Department

## ACTION REQUIRED:

An ordinance amending section 97.016 of the Code of Fayetteville to allow the mayor or his designee to establish fees for use of City park ballfields for tournaments.

## COST TO CITY:

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

BUDGET REVIEW: \_\_\_\_\_ Budgeted Item \_\_\_\_\_ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

## GRANTING AGENCY:

✓ Marilyn Kramer 7-24-98 \_\_\_\_\_  
 Accounting Manager Date ADA Coordinator Date  
 ✓ [Signature] 7-24-98 Yolanda Fields 7-27-98  
 City Attorney Date Internal Auditor Date  
 ✓ [Signature] 7-24-98  
 Purchasing Officer Date

## STAFF RECOMMENDATION:

The Parks and Recreation Advisory Board approve the ordinance amendment at the June 10, 1998 meeting.

Connie Edmonston 7-22-98  
 Division Head Date

[Signature] 28 JUL 98  
 Department Director Date

[Signature] 7/28/98  
 Administrative Services Director Date

[Signature] 8/5/98  
 Mayor Date

## Cross Reference

New Item: Yes No

Prev Ord/Res #: \_\_\_\_\_

Orig Contract Date: \_\_\_\_\_

**DEPARTMENTAL CORRESPONDENCE**

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TO: Fayetteville City Council

THRU: Kevin Crosson, Public Works Director

FROM:  Connie Edmonston, Parks & Recreation Superintendent

DATE: July 13, 1998

RE: Tournament Rental Fees for City Park Ballfields

=====

The Parks and Recreation Division requests an ordinance amending section 97.016 of the Code of Fayetteville to allow the Mayor or his designee to establish fees for use of City park ballfields for tournaments. The intent is to allow the Parks and Recreation Superintendent to establish the fees through the approval of the Mayor. Established in 1965, the current ordinance requires the City Council to set fees for the rental of softball fields for tournaments. The fees collected help defray the cost of preparing fields for play and utility charges. Softball teams, softball associations such as ASA and USSSA, civic clubs, and other organizations host tournaments to raise funds for their team or organization.

Since the creation of the ordinance, the fee has increased one time occurring in 1981. Fees estimated to be collected this year only amount to \$1,600. The amended ordinance would allow the Parks Superintendent to evaluate and set the rental fees at the beginning of each year. The Parks and Recreation Advisory Board and the Softball Advisory Board will review the new rental fees. Fees would be established according to neighboring city rates, the current cost of City labor to prepare the fields for the tournaments, the number of lighted and unlighted field use, and utility charges for ballfield lights and water. A \$100 deposit is required prior to the tournament. The deposit is returned if the facility is left in good condition.

Amendment of the ordinance would allow the Parks Division to set fair rental fees similar to the establishment of league entry fees. As stated, there is not a lot of fees collected for field rental, but the amendment would allow Parks staff to establish fair fees in a timely manner.

The Parks and Recreation Advisory Board approved the proposed ordinance amendment at their June 10, 1998 meeting. I will be present at the agenda session and Council meeting to answer questions. Should you have questions prior to the meeting, please call me at 444-3473.

Enclosure: Proposed Ordinance Amendment

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 97.016, OF THE CODE OF FAYETTEVILLE, TO ALLOW THE MAYOR OR HIS DESIGNEE TO ESTABLISH FEES FOR USE OF CITY PARK BALLFIELDS FOR TOURNAMENTS.

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

Section 1. That §97.016, of the Code of Fayetteville, is hereby repealed and the following shall be inserted in its stead:

**§97.016 FEE FOR CITY PARK BALLFIELDS FOR TOURNAMENTS**

A. For the use of city park ballfields for tournaments, the Mayor or his designee shall establish fees to be charged to defray the costs of maintenance, trash pickup and removal, equipment use, water, and electricity.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**APPROVED:**

By: \_\_\_\_\_  
Fred Hanna, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Heather Woodruff, City Clerk

1522 Hotz Drive  
Fayetteville, AR 72701  
August 1, 1998

Mr. Fred B. Hanna, Mayor  
City of Fayetteville  
100 W Block Street  
Fayetteville, AR 72701

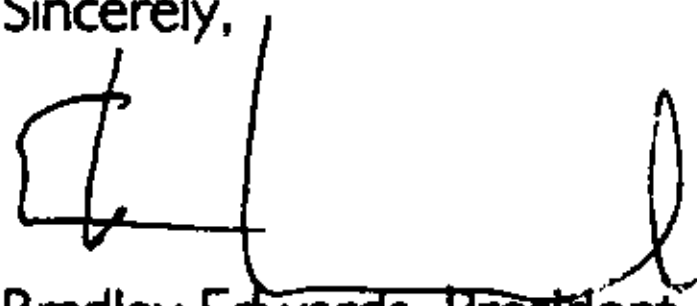
Non-resident parking during athletic and other university events has become a serious problem for our neighborhood. Vehicles parked on one of our narrow streets create numerous safety hazards. Property damage results when cars are parked off the paving on right of way maintained as lawn by our residents. Litter, scattered throughout the neighborhood as a result of university related parking is also a concern.

We have in recent years relieved the problem somewhat by working with the city to erect and enforce no parking signs in areas of greatest concern. However, last fall during a basketball game one of our residents called the FPD to report many cars parked in an area clearly marked no parking and was informed by the dispatcher that parking regulations were not enforced during games. Conversation with Assistant Chief of Police Eldon Roberts confirmed that current department policy is not to ticket or tow during games unless the parked car is blocking a driveway or blocking a street.

We believe that the FPD is acting in good faith under policy guidance, as they understand it, from our city government. We do not believe it is a question of manpower or a lack of desire to help our neighborhood.

We are asking you to clarify, for us and for them, city policy with regard to enforcement of parking regulations so that these will be enforced in our neighborhood. This includes both general regulations, which go a long way toward making our streets safer, and posted restrictions which our residents and the city working together have determined are appropriate. Without enforcement, our residents are being asked to absorb unnecessary risk and expense without offsetting benefits.

Sincerely,



Bradley Edwards, President  
University Heights Neighborhood Association