AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
SEPTEMBER 1, 1998

A meeting of the Fayetteville City Council will be held on March 17, 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 18, 1998.

B. **BID 98-72:** A resolution awarding Bid 98-72 to Smith Two Way Radio for seven Panasonic laptops plus three docking stations for $23,458.39 and Office Imaging for 16 Rocky II laptops, plus three docking stations for $103,231.18 and approval of budget adjustment.

C. **AIRFIELD LIGHTING PROJECT:** A resolution approving a FAA Airport Improvement Project Grant. The funds will cover phase 1 of the Airfield Lighting Rehabiliation Project, the Runway Approach Obstruction Location System and the Pavement Management System.

D. **SUBSTATION GRANT:** A resolution approving a grant offer from the FAA, which will partially fund the construction of an Aircraft Rescue and Firefighting Station.

II. OLD BUSINESS

A. **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. The ordinance was left on the second reading.

B. **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.

III. NEW BUSINESS

A. **STREET RENAMING:** A resolution approving the renaming of "Crest Lane" to "Glen Wing Lane." The request was submitted by Gayle O'Donnell to honor the late Glen Wing, a Fayetteville real estate attorney.

B. **ILLEGAL PARKING:** An ordinance prohibiting illegal parking in Handicap parking areas and proscribing penalties.

C. **RAOLS:** An resolution approving a contract in the amount of $28,000.00 with Garver & Garver for a Runway Approach Obstruction Location System.

D. **HANNA'S POTPOURRI SPECIALTIES:** A resolution certifying local government endorsement of Hanna's Potpourri Specialties, Inc. to participate in the Advantage Arkansas Program (also known as the Arkansas Enterprise Zone Program - ACT 947 of 1993).

E. **DRUG TESTING:** A resolution amending the City Council's Rules of Order and Procedure by adding Section J, Drug Testing Policy, to provide for random drug testing of the City Council.

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.

9/1/98	ROLL			CONSENT	
				KW HD	
WILLIAMS	✓			✓	
~~SCHAPER~~	—				
DANIEL	✓			✓	
YOUNG	✓			✓	
TRUMBO	✓			✓	
PETTUS	✓			✓	
~~MILLER~~	—				
MAYOR HANNA	✓				
				5-0-0	
RZ 98-14.00			LEASE.	~~[illegible]~~	
			KW CY failed		
WILLIAMS	✓		✓		
~~SCHAPER~~					
DANIEL	✓		N		
YOUNG	✓		✓	tabled	
TRUMBO	✓		N		
PETTUS	✓		✓		
~~MILLER~~					
MAYOR HANNA			-		

5-0-0. 3-2-0.

~~Tuesday~~ Special meeting for lease 4:30 1st agenda 386 before sch.

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
SEPTEMBER 1, 1998

A meeting of the Fayetteville City Council will be held on March 17, 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

Approved

A. APPROVAL OF MINUTES: Approval of minutes from August 18, 1998.

114-98 **B. BID 98-72:** A resolution awarding Bid 98-72 to Smith Two Way Radio for seven Panasonic laptops plus three docking stations for $23,458.39 and Office Imaging for 16 Rocky II laptops, plus three docking stations for $103,231.18 and approval of budget adjustment.

115-98 **C. AIRFIELD LIGHTING PROJECT:** A resolution approving a FAA Airport Improvement Project Grant. The funds will cover phase 1 of the Airfield Lighting Rehabiliation Project, the Runway Approach Obstruction Location System and the Pavement Management System.

116-98 **D. SUBSTATION GRANT:** A resolution approving a grant offer from the FAA, which will partially fund the construction of an Aircraft Rescue and Firefighting Station.

II. OLD BUSINESS

4119 **A. 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. The ordinance was left on the second reading. Approved

B. 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. special meeting Tues. 9-8-98. Tabled

III. NEW BUSINESS

117-98 **A. STREET RENAMING:** A resolution approving the renaming of "Crest Lane" to "Glen Wing Lane." The request was submitted by Gayle O'Donnell to honor the late Glen Wing, a Fayetteville real estate attorney. approved

4120 **B. ILLEGAL PARKING:** An ordinance prohibiting illegal parking in Handicap parking areas and proscribing penalties. approved

118-98 **C. RAOLS:** An resolution approving a contract in the amount of $28,000.00 with Garver & Garver for a Runway Approach Obstruction Location System. approved

119-98 **D. HANNA'S POTPOURRI SPECIALTIES:** A resolution certifying local government endorsement of Hanna's Potpourri Specialties, Inc. to participate in the Advantage Arkansas Program (also known as the Arkansas Enterprise Zone Program - ACT 947 of 1993).

approved

E. **DRUG TESTING:** A resolution amending the City Council's Rules of Order and Procedure by adding Section J, Drug Testing Policy, to provide for random drug testing of the City Council. fail for lack of a second

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.

9/1/98	STREET RENAMING				
	KW DP.				
WILLIAMS	✓				
~~SCHAPER~~					
DANIEL	W				
YOUNG	✓				
TRUMBO	✓				
PETTUS	✓				
~~MILLER~~					
MAYOR HANNA	✓				
	5-1-0.				
ILLEGAL PARKING	A DP.		DP HP.		
WILLIAMS	✓		✓	✓	
~~SCHAPER~~					
DANIEL	✓		✓	✓	
YOUNG	✓		✓	✓	
TRUMBO	✓		✓	✓	
PETTUS	✓		✓	✓	
~~MILLER~~					
MAYOR HANNA	✓		✓	✓	

6-0-0.

9/1/98	RAOLS				
	KW DP.				
WILLIAMS	✓				
~~SCHAPER~~					
DANIEL	✓				
YOUNG	✓				
TRUMBO	✓				
PETTUS	✓				
~~MILLER~~					
MAYOR HANNA					
	5-0				
HANNA'S POTPOURRI SPECIALTIES					
	HD X.				
WILLIAMS	✓				
~~SCHAPER~~					
DANIEL	✓				
YOUNG	✓				
TRUMBO	✓				
PETTUS	✓				
~~MILLER~~					
MAYOR HANNA					

5-0-0.

9/1/98	DRUG TESTING				
WILLIAMS					
SCHAPER					
DANIEL	died for lack of second.				
YOUNG					
TRUMBO					
PETTUS					
MILLER					
MAYOR HANNA					
ADJORNMENT	8:20				
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
TRUMBO					
PETTUS					
MILLER					
MAYOR HANNA					

FINAL AGENDA INFORMATION
FOR
SEPTEMBER 1, 1998, COUNCIL MEETING

GIVEN OUT AT AGENDA SESSION:

- BID 98-72, POLICE LAPTOPS
  NUMBER THIS IB2-6
- AWARD LIGHTING PROJECT
  NUMBER THIS IC1-4
- SUBSTATION GRANT
  NUMBER THIS ID1-22
- AMENDMENTS TO THE LEASE AGREEMENT
  NUMBER THESE IIB1 AND IIB2
- STREET RENAMING-ADDITIONAL INFORMATION IIIA5
- ILLEGAL PARKING
  NUMBER THIS IIIB1
- RAOLS
  NUMBER THIS IIIC1
- HANNA'S POTPOURRI SPECIALTIES
  NUMBER THIS IIID1-7
- DRUG TESTING
  NUMBER THIS IIIE1-7

ATTACHED HERE:

- FINAL AGENDA
- AUGUST 18, 1998 MINUTES
  NUMBER THIS IA1-12
- ADDITIONAL INFORMATION HANNA'S POTPOURRI IIID8
- ADDITIONAL INFORMATION LEASE AGREEMENT IIB3-27

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, August 18, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

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

ABSENT: None

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

CONSENT AGENDA

MINUTES: Approval of the minutes from the meeting of August 4, 1998.

MINUTES APPROVED.

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.

RESOLUTION 110-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

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.

Alderman Kit Williams moved to accept the Consent Agenda. Alderman Miller second the motion. The motion carried with a vote of 6-0-0. Alderman Daniel was not present to vote.

RESOLUTION 111-98 AS RECORDED IN THE CITY CLERK'S OFFICE

OLD BUSINESS

ORDINANCE REVISION: Mayor Hanna introduced an ordinance revising Chapter 161: Physical Alteration of Land. The ordinance had been left on the first reading.

Alderman Stephan Miller moved to suspend the rules and go to the second reading. Alderman Schaper second the motion. Upon roll call the vote carried 6-0-0. Alderman Daniel not present for the vote.

City Attorney Rose read the ordinance.

Alderman Williams stated that this ordinance had be in the planning for over a year and with the help of the Engineering Department the ordinance was ready to approve. Alderman Williams thanked the Engineering Department and staff for all of their work on this ordinance.

Alderman Miller stated he had been concerned with development on hillsides. He felt the committee had done a really good job. He was extremely please with this ordinance.

Alderman Williams moved to suspend the rules and go to the third and final reading. Alderman Schaper second the motion. Upon roll call vote carried 6-0-0.

City Attorney read the ordinance.

Mayor Hanna called for the vote. Upon roll call the ordinance passed with a vote of 6-0-0.

ORDINANCE 4113 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

BID 98-60: Mayor Hanna introduced 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.

Alderman Williams stated he had requested this resolution be placed under new business because there had been two bids received for this project. Alderman Williams stated that one of the bids was a lower bid and that it was not in compliance with the Council's request. He showed the members of the Council a picture of the new playground equipment. He added that it seem to be a lot of money, but he felt that it would be well spent. Alderman Williams asked Alderman Schaper if he had spoken with any of the neighbors surrounding Hotz Park.

Alderman Schaper stated the University Heights Neighborhood Association approved of this resolution. He expressed concerns about the amount of the money, but felt the current equipment needed to be updated. He stated this was the kind of neighborhood park that he liked.

Alderman Schaper moved to approve the resolution. Alderman Miller second the motion. Upon roll call, the motion carried with a vote of 7-0-0.

RESOLUTION 112-98 *AS RECORDED IN THE CITY CLERK'S OFFICE.*

RZA 98-13.00: Mayor Hanna introduced 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.

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.

City Attorney Rose read the annexation and re-zoning ordinance.

Mayor Hanna state that it should be known that the Planning Commission approved the annexing with a vote of 7-0 and the re-zoning by a 6-1 vote.

Alderman Miller expressed his gratitude to Jack Butt for excepting a R-S zoning instead of an R-2 zoning.

Attorney Butt stated at this time the Bond's had no immediate plan for developing the parcel of land . He added the Bonds were annexing to connect to the City's sewer system.

Alderman Trumbo made the motions to suspend the rules and go to the second reading. Alderman Miller second the motion. Motion carried 7-0-0.

City Attorney Rose read the ordinance.

Alderman Williams asked if any of the neighbors across the road had been notified of this rezoning. He stated that he would prefer not to go to the final reading until the public had been notified.

City Clerk/Treasure Heather Woodruff stated the City's ordinances required adjoining property owners to be notified in the Planning Commission meeting.

Alderman Williams asked if the neighbors across the road had been notified.

Alderman Schaper asked attorney Butt if the said neighbors had been notified. Butt replied the Planning Department had taken care of the notification. He noted the property across the road was zoned R-2.

Alderman Williams stated he was reluctant to proceed to the final reading on the re-zoning.

Mayor Hanna asked Mr. Butt if delay in the re-zoning would cause a hard ship to his clients.

Attorney Butt replied it might cause a problem for his clients, because the Bonds were concerned with connecting to the sewer system.

Alderman Miller stated they would be able to connect to the sewer, if they were annexed.

Alderman Williams made the motion to suspended the rules on the annexation and go to the third and final reading of the re-zoning. Alderman Miller second the motion. Upon roll the motion carried 7-0-0.

City Attorney Rose read the annexation ordinance.

Alderman Trumbo made an motion to suspended the rules and go to the third and final reading. No second motion was made. The re-zoning ordinance was left on the second reading.

Mayor Hanna called for the vote on the annexation. Upon roll call the motion passed 7-0-0.

ANNEXING ORDINANCE 4114 AS RECORDED IN THE CITY CLERK'S OFFICE.

REZ0NING LEFT ON THE SECOND READING

WRMC ASSISTED CARE DEVELOPMENT: Mayor Hanna introduced a resolution from Council concerning a proposed cost-share for the cost difference between construction Longview as a 36 ft. Collector vs. A 28 ft local street for approximately 1450 ft at the WRMC Assisted Care development.

Alderman Schaper stated that he did not know if this policy was in the City's best interest.

Alderman Williams replied the reason behind the policy was that it is assumed that many other people other than that developer and his tenants will be using the collector. We do require a larger right way.

Alderman Trumbo made the motion to move the resolution as presented. Alderman Pettus second the motion. Upon roll call the motion carried 7-0-0.

RESOLUTION 113-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ORDINANCE AMENDMENT: Mayor Hanna introduced an ordinance amending Section 97.016 of the Code of Fayetteville to allow the Mayor or his designee to establish fees for the use of City Park Ballfield for tournaments.

City Attorney Rose read the ordinance.

Alderman Williams made the motion to suspend the rules and go to the second reading. Alderman Miller second the motion. The motion carried 7-0-0.

City Attorney Rose read the ordinance.

Alderman Williams made the motion to suspend the rules and go to the third and final reading. Alderman Miller second the motion. The motion carried 7-0-0.

City Attorney Rose read the ordinance.

Upon roll call the motion was approved with a 7-0-0 vote.

ORDINANCE 4115 AS RECORDED IN THE CITY CLERK'S OFFICE.

NON-RESIDENT PARKING: Mayor Hanna stated that this item had been removed from the agenda and forwarded go to the Street Committee.

No action taken.

NO ACTION. SENT TO THE STREET COMMISSION.

LEASE AGREEMENT: Mayor Hanna introduced the review, comment, and approval of a lease agreement for the Town Center between the City of Fayetteville and the Advertising and Promotion Commission.

City Attorney Rose read the resolution.

Alderman Schaper asked if the State law required the A & P Commission to manage the Convention Center because of the issuance of the bonds.

City Attorney Rose replied no.

Alderman Schaper asked if the center could be managed by anyone?

City Attorney Rose replied yes and he thought the City would be hard press to find someone willing to do it as well as pay for the operation and maintenance of the building.

Alderman Pettus asked if there was any reason why the City of Fayetteville could not manage center.

City Attorney Rose answered no.

Alderman Williams asked if there was a provision in the lease that stated that if the A & P default that the City would manage the Center.

City Attorney Rose answered the bonds were issued strictly go to the A & P. He explained that the bonds were issued from the HMR tax. No City funds were committed to this project. The City, would not be responsible for the default of the bonds. The City would not have to pay money under the terms of this agreement. He reiterated the only thing committed was the HMR tax.

Alderman Young stated if they default, then City could start to take over.

In response to questions from the Aldermen, Ben Mayes, Administrative Services Director, stated that Section 10 stated that if the A & P default for any reason, the leasor, which was the City, may re-enter and take possession of the leased premises without terminating the agreement. He added the City can step in if necessary.

Alderman Williams asked what the maturity of the bonds were and when they would be paid off.

Mr. Mayes replied it would depend on the market conditions at the issuance of the bonds. If the bonds were issued now they would be for twenty years. Even though the election allowed for twenty-two years.

Alderman Trumbo asked why the term of the lease did not match the terms of the bonds.

Alderman Pettus expressed concern that the lease gave the A & P a lot of control and the City practically none. She knew the City could step in if the A & P were to default. She noted that the City would have no recourse if the A & P mismanaged the faculty.

Alderman Schaper asked what the performance metrics were for the A & P Commission under this lease.

Alderman Schaper asked if the lease could be terminated if they did not generate a minimum number of days per year lease income.

Alderman Schaper noted there were no provisions to terminate the lease if the A & P did not manage the Center go to the City's expectations. He also questioned what would happen to the money if they turned a huge profit. He suggested the additional money be used to pay off the bonds.

Alderman Pettus stated that perhaps a percentage could be paid back to the people of Fayetteville.

Alderman Schaper replied he had concerns about this lease agreement. He said he saw no control in the ordinance.

Mr. Mayes suggested a meeting between the Council members and the A & P. He stated that A

& P was controlled by state statues of the HMR Tax. The center itself will operated at a loss not a gain that is the projections based on studies done by an independent party not the A & P. But the A & P are total at risk and that is why they have control over the center Mr. Mayes again suggested further meetings, he didn't think that staff could answer the type of questions that were being asked.

Alderman Schaper replied the A & P Commission was and was not at risk. He noted that their only source of revenue was the A & P tax. He commented if necessary the revenue could go to pay the bonds. Because they have a broader taxing authority, the city doesn't have too, but it could bail out this project if necessary.

City Attorney Rose replied there was no legal obligation on the City's part.

Alderman Pettus noted the City needed more control in the operation of the Center.

City Attorney Rose stated he was just representing the City's best interests. He suggested a meeting between the two parties.

Mayor Hanna also requested a meeting.

Alderman Pettus suggested the Public send in questions that they would like the Alderman to ask the A & P Commission.

Alderman William stated he thought both parties were on the same side and they were both trying to build an effective and beautiful Town Center. He expressed concern about the length of the lease and concern about protecting the non-profit organizations.

Alderman Schaper asked in Section 502, access to non-profit ship, that premises should be made available for use by non-profit groups located in the City of Fayetteville. He expressed concern about non-profit groups not be able to reserve the premises for more than thirty days prior to the date that it will use the lease premises. He asked if the non-profit group reservation was guaranteed. He suggested sixty days instead of thirty days to give non-profits time to advertise their events.

Alderman Pettus noted that lease does not state how often the non-profits can use the center. She expressed concern that the Center would choose conventions over the non-profit groups.

Alderman Williams stated it would be leased to conventions a quarter of the time. He would like to see an area in the Town Center that would be only used for non-profit community groups.

Mr. Mayes remarked the intent was to guarantee reservations and thirty days was so that groups could not reserve the center a year or more in advance.

Alderman Young stated his concerns that they were narrowing it to one kind of non-profit organization and would like the lease to say non-profit groups.

Alderman Schaper asked about the requirements?

Mr. Mayes replied the center could not be exclusively used for non-profit use, it then would be a non-public faculty under this A & P Law and Federal Law. Another example would be if you built a town center and leased it out go to a major corporation for three years the IRS would say that the corporation was using the city's tax exempt status to build a convention center for their training center.

Alderman Schaper asked if the City pays the rent for A & P and it is deemed additional rent, then how would this provision works?

Mr. Mayes replied the A & P was still responsible for their obligations. He then deferred go to City Attorney Rose.

City Attorney Rose stated the City had many options they could take if this should occur.

Alderman Schaper stated he would like to see some of the provisions stated more clearly.

Alderman Pettus agreed with Alderman Schaper on this aspect. She asked City Attorney Rose if the A & P Commission and their activities in managing the Convention Center were subject to the Freedom and Information Act.

City Attorney Rose said to his understanding the answer was yes.

Alderman Pettus commented the Center was to be financed out of the bonds and other monies. She asked what other monies?

Mr. Mayes replied the A & P Commission agreed to contribute one million dollars toward the construction of the Town Center.

Alderman Young asked if the Turn back funds were to be used.

Mr. Mayes stated the Turn back funds were not for construction and there was only two sources of monies those of the A & P Commission and the bonds.

Joe Fennell, Chairman of the A & P Commission, stated he appreciated all the concerns and comments of the Aldermen. He would welcome a joint meeting.

Mayor Hanna request a meeting be set for 5:30 next Tuesday afternoon in room 326.

Alderman Williams suggested the discussion be tabled until the next meeting.

Jeff Erf asked who wrote the contract?

Mr. Mayes replied he wrote the draft.

Mr. Erf asked why the City was responsible for paying the insurance?

Alderman Miller said the City was not responsible for paying all the insurance.

Mr. Erf then replied why was the City paying for the premises, furniture, and fixtures.

Mr. Mayes said the A & P Commission felt it was more appropriate for the City to pay for their own liability and property insurance and the A & P Commission to pay for the building insurance.

Alderman Miller asked how much the insurance would cost.

Mr. Mayes replied he did not know, but would find out and supply that information.

Alderman Schaper replied that the City was responsible for the expense of the Town Center and the insurance was part of that expense.

Mr. Erf asked if there were any other expense in the contact that the City of Fayetteville had to pay.

Alderman Pettus replied she was not aware of any other expense.

Mayor Hanna asked if there were any other questions or comments.

No action was taken. The Item was place on the next agenda.

TABLED TO NEXT MEETING. NO ACTION TAKEN.

VA 98-9.00: Mayor Hanna introduced 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 easement on which the house encroaches.

City Attorney Rose read the ordinance.

Mayor Hanna asked for questions.

Alderman Williams made the motion to suspend the rules and go to the second reading.

Alderman Miller second the motion. Upon roll call the vote passed 7-0-0.

City Attorney Rose read the ordinance

Mayor Hanna asked for comments.

Alderman Schaper made the motion to suspend the rules and go to the third and final reading. Alderman Daniel second the motion. Upon roll call the vote passed 7-0-0.

City Attorney Rose read the ordinance.

Mayor Hanna called for the vote. Upon roll call the vote passed 7-0-0.

ORDINANCE 4116 AS RECORDED IN THE CITY CLERK'S OFFICE.

VA98-10:00: Mayor Hanna introduced an ordinance vacating approximately 6.5 feet of a utility easement for property located 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.

City Attorney Rose read the ordinance.

Alderman Williams made the motion to suspend the rules and go to the second reading. Alderman Miller second the motion. Upon roll call the vote passed 7-0-0.

City Attorney Rose read the ordinance.

Alderman Miller made the motion to suspend the rules and go to the third and final reading. Alderman Daniel second the motion. Upon roll call the vote passed 7-0-0.

City Attorney Rose read the ordinance.

Mayor Hanna asked for any more comments.

Mayor Hanna called for the vote. Upon roll call the vote passed 7-0-0.

ORDINANCE 4117 AS RECORDED IN THE CITY CLERK'S OFFICE.

SPECIAL ELECTION: Mayor Hanna introduced an ordinance calling for an election on the issue of Sunday sales of alcoholic beverages.

Mayor Hanna called upon John Gilliam.

Mr. Gilliam stated the ordinance could be passed by resolution or by petition. He asked the City Clerk if she had started counting the signatures yet.

City Clerk/Treasurer Heather Woodruff replied they had started counting the signatures today.

Alderman Williams asked Mr. Gilliam if Marilyn Johnson-Snapp had counted the signatures.

Mr. Gilliam answered yes.

Alderman Schaper asked City Clerk Heather Woodruff how long it would take to verify the signatures.

City Clerk Heather Woodruff replied three days.

Alderman Daniel replied that she would be hesitate to pass the resolution tonight.

Alderman Pettus remarked the resolution was to place the petition on the ballot.

City Attorney Rose read the ordinance.

Alderman William asked if the resolution would automatically be placed on the ballot after the City Clerk verified the signatures.

City Attorney Rose replied that was correct.

Alderman Williams made the motion to suspend the rules and go to the second reading. Alderman Miller second the motion. Upon roll call the vote passed 7-0-0.

City Attorney Rose read the ordinance.

Alderman Miller made the motion to suspend the rules and go to the third reading. Alderman Pettus second the motion. Upon roll call the vote passed 7-0-0.

Mayor Hanna asked for comments.

Mayor Hanna called for the vote. Upon roll call the vote passed 7-0-0.

ORDINANCE 4118 AS RECORDED IN THE CITY CLERK'S OFFICE.

SUTTON PARK VETO: Mayor Hanna introduced the 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.

Mayor Hanna called for any motions.

Alderman Miller went on the record as saying that he was disappointed in the way things turned out and that it was time to move forward.

Alderman Schaper commented there was not enough votes to override the Mayor's veto. He addressed the many calls and letters received concerning this ordinance.

Mayor Hanna replied the rules stated that the Council could override the veto or let the veto lay.

No motion was made to override the veto. The veto was let lay.

NO ACTION TAKEN.

ANNOUNCEMENTS & ADJOURNMENT

Mayor Hanna adjourned the meeting at 7:55.

RESOLUTION NO. ______________

RESOLUTION OF THE CITY OF FAYETTEVILLE, ARKANSAS ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF HANNA'S POTPOURRI SPECIALTIES, INC. TO PARTICIPATE IN THE ADVANTAGE ARKANSAS PROGRAM (ALSO KNOWN AS THE ARKANSAS ENTERPRISE ZONE PROGRAM - ACT 947 OF 1993).

WHEREAS, the local government must endorse a business to participate in the Advantage Arkansas Program and benefit from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993; and

WHEREAS, said endorsement must be made on specific form available from Arkansas Economic Development Commission; and

WHEREAS, Hanna's Potpourri Specialties, Inc. has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, Hanna's Potpourri Specialties, Inc. has agreed to furnish the local government all necessary information for compliance.

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

Section 1. That Hanna's Potpourri Specialties, Inc. be endorsed by the City Council of the City of Fayetteville, Arkansas for benefits from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993, through June 30, 2001.

Section 2. That the Department of Finance and Administration be authorized to refund local sales and use taxes to Hanna's Potpourri Specialties, Inc.

Section 3. That this resolution shall take effect immediately.

PASSED AND APPROVED THIS ____ DAY OF __________, 1998.

APPROVED:

BY: ______________________________
Fred Hanna, Mayor

ATTEST:

BY: ______________________________
Heather Woodruff, City Clerk

FAYETTEVILLE

IIB3

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Fred Hanna, Fayetteville City Council and Advertising & Promotion Commission Members

From: Ben R. Mayes, Administrative Services Director BRM

Date: August 27, 1998

Subject: Town Center Lease Agreement

Attached you will find an updated copy of the Lease & Agreement for the Town Center. All agreed upon changes have been made and are reflected by shaded areas (for additions) and strikeouts (for deletions)

Those sections which show additions and/or deletions are as follows:

Section 202.
Section 402.
Section 403.
Section 503.
Section 506.
Section 507.
Section 508.
Section 1101.

If you have any questions, call me at 575-8330.

IIB4

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

TABLE OF CONTENTS

ARTICLE V
USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

ARTICLE VI
LESSOR MAY PERFORM LESSEE'S OBLIGATIONS

ARTICLE VII
INSPECTION OF LEASED PREMISES BY LESSOR AND TRUSTEE

ARTICLE VIII
DAMAGE AND DESTRUCTION

ARTICLE IX
ASSIGNMENT

ARTICLE X
DEFAULT PROVISIONS

ARTICLE XI
NOTICES

ARTICLE XII
GENERAL

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)~~ twenty-two (22) 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 with the prior written approval of the Lessor. Such approval shall not be unreasonably withheld. It is understood and agreed that in the event the Lessee makes any additions, alterations and

IIB14

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~~ become the property of the ~~Lessee~~ Lessor. ~~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. The rates, fees and charges for such 501(c)(3) groups shall be approved by the Lessor (Fayetteville City Council). Said approval shall not be unreasonably withheld. 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.

Section 506. Lessee covenants all its records, reports, accounts, writing, and operations are and shall be covered by the Freedom of Information Act as set out in Arkansas Code Annotated Section 25-19-101, and shall be open for inspection and copying at all times as set forth in that Act. Any further subleases or management agreements between Lessee and Lessor or between Lessee and third parties shall contain this clause.

Section 507. Lessee covenants it will make annual reports to Lessor and its sitting City Council on each anniversary date of this agreement. If the City Council determines Lessee has not been operating the facilities constituting the Project satisfactorily or in a prudent and financially responsible manner then Lessor may declare Lessee to be in default and Lessor may re-enter and take possession of the Leased Premises as provided in Section 1002.

Section 508. At the request of either Lessor or Lessee, but no more frequent than once a year, a meeting may be called for the purpose of proposing amendments to this agreement. Lessor and Lessee agree to be present at said meeting and to negotiate in good faith over any proposed amendments.

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:

Chairman
Advertising and Promotion Commission
City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

IIB22

If intended for Lessor:

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

If intended for Trustee:

Bank of Oklahoma, N.A.
Corporate Trust
P.O. Box 880
Tulsa, OK 74101-0880

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.

IIB26

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

On this _____ day of ____________________, 19__, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named ______________________ and ______________________, Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, a municipality of the State of Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of_________________, 19 __.

____
Notary Public

My commission expires:

____

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

On this _____ day of ____________________, 19__, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named ______________________, Chairman of the Fayetteville Advertising & Promotion Commission, to me personally known, who stated that he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Commission of the City, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of_________________, 19 ___.

____
Notary Public

My commission expires:

____

(SEAL)

ORDINANCE NO. 4038

AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF FAYETTEVILLE, ARKANSAS, ON THE QUESTION OF ISSUING BONDS TO FINANCE CONSTRUCTION OF THE FAYETTEVILLE TOWN CENTER AS A MULTI-PURPOSE CIVIC CENTER FOR MEETINGS AND CONVENTIONS, EXHIBITIONS, ENTERTAINMENT EVENTS, RELATED USES, AND PARKING; AUTHORIZING THE PLEDGING OF THE CITY'S EXISTING 1% HOTEL AND RESTAURANT GROSS RECEIPTS TAX TO RETIREMENT OF THE BONDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City"), has determined to submit to the voters of the City the question of financing improvements described as follows: (1) construct and equip a civic center and related facilities for convention, meeting, entertainment, and exhibition activities; and (2) provide parking for users of these facilities (the "Town Center"); and

WHEREAS, the City can finance the Town Center including incidental expenses and expenditures in connection with constructing and equipping the Town Center and expenses in connection with authorizing and issuing bonds by the issuance of bonds in an amount not to exceed $6,950,000 (the "Bonds") under the authority of Amendment No. 62 to the Constitution of the State of Arkansas ("Amendment 62") and Subchapter 3 of Chapter 164, Title 14 of the Arkansas Code of 1987 Annotated, (the "Authorizing Legislation"); and

WHEREAS, the City can pay the principal of and interest on the Bonds from the proceeds of the City's existing 1% hotel and restaurant gross receipts tax (the "Hotel and Restaurant Tax"); and

WHEREAS, the purpose of this Ordinance is to submit to the electors of the City the question of issuing the Bonds under Amendment No. 62 and the Authorizing Legislation at a special election to be called for that purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. That there be, and there is hereby called, a special election to be held on August 5, 1997, at which election there shall be submitted to the electors of the City of question of issuing Bonds under Amendment 62 and the Authorizing Legislation of the principal amount of not to exceed $6,950,000 to be payable from the proceeds of the Hotel and Restaurant Tax.

Section 2. That the question of issuing the Bonds shall be placed on the ballot for the election in substantially the following form:

Vote on measure by placing an "X" in the square below the measure either for or against:

TOWN CENTER BONDS

VOTE FOR OR AGAINST the issuance of bonds of the City of Fayetteville 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. The bonds will be issued in an amount not to exceed $6,950,000 and for a term of not to exceed twenty-two years and will be retired from all or any part of the proceeds of the City's existing 1% hotel and restaurant gross receipts tax.

FOR issuance of the bonds . . . .

AGAINST issuance of the bonds . . . .

Section 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections unless otherwise provided in the Authorizing Legislation and only qualified voters of the City shall have the right to vote at the election.

Section 4. **That the results of this election shall be proclaimed by the Mayor, and his Proclamation shall be published one time in a newspaper published in the City and having a general circulation therein, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.**

Section 5. That a copy of this Ordinance shall be given to the Washington County Board of Election Commissioners so that the necessary election officials and supplies may be provided.

Section 6. That the Mayor and City Clerk, for and on behalf of the City, be, and they are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Bonds is approved by the electors, to cause the Hotel and Restaurant Tax to be collected in accordance with the Authorizing Legislation, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 7. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this 3rd day of June, 1997.

APPROVED:

Mayor

ATTEST:

City Clerk

97036925

PROCLAMATION

I, Fred Hanna, Mayor of the City of Fayetteville, Arkansas, hereby proclaim the results of the August 5, 1997, special election in the City of Fayetteville, Arkansas on the question of issuing $6,950,000 of Capital Improvement Bonds, to be as follows:

FOR the issuance of bonds of the City of Fayetteville 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. The bonds will be issued in an amount not to exceed $6,950,000 and for a term of not to exceed twenty-two years and will be retired from all or any part of the proceeds of the City's existing 1% hotel and restaurant gross receipts tax.

1755 VOTES

AGAINST the issuance of bonds of the City of Fayetteville 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. The bonds will be issued in an amount not to exceed $6,950,000 and for a term of not to exceed twenty-two years and will be retired from all or any part of the proceeds of the City's existing 1% hotel and restaurant gross receipts tax.

1549 VOTES

This Proclamation shall be published one time in a newspaper published in the City and having a general circulation therein. The results as hereby proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication of this Proclamation.

DATED this 20th day of August, 1997.

Fred Hanna
Mayor

Attest:

Traci Paul
City Clerk

RC # 2304

STATE OF ARKANSAS
County of Washington } ss.

I, **RANDALL COPE**, hereby certify that I am the publisher of THE NORTHWEST ARKANSAS TIMES, a daily newspaper having a second class mailing privilege, and being not less than four pages of five columns each, published at a fixed place of business and at fixed (daily) intervals continuously in the City of Fayetteville, County of Washington, Arkansas for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes in the City and County for a definite price for each copy, or a fixed price per annum, which price was fixed at what is considered the value of the publication, based upon the news value and service value it contains, that at least fifty percent of the subscribers thereto have paid for their subscriptions to the newspaper or its agents or through recognized news dealers over a period of at least six months and that the said newspaper publishes an average of more than forty percent news matter.

I further certify that the legal notice attached in the matter of Proclamation was published in the regular daily issue of said newspaper for 1 consecutive insertions as follows:

The first insertion on the Aug. 27 day of 1997

the second insertion on the ______ day of 19 ____

the third insertion on the ______ day of 19 ____

and the fourth insertion on the ______ day of 19 ____

[signature]
Publisher / General Manager

Sworn to and subscribed before me on this 28th day of August 1997

[signature]
Notary Public

My Commission Expires: 9-1-01

Fees for Printing .... $ 83.70

Cost of Proof .... $ ______

Total .... $ 83.70

PROCLAMATION

I, Fred Hanna, Mayor of the City of Fayetteville, Arkansas, hereby proclaim the results of the August 5, 1997, special election in the City of Fayetteville, Arkansas on the question of issuing $6,950,000 of Capital Improvement Bonds, to be as follows:

FOR the issuance of bonds of the City of Fayetteville 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. The bonds will be issued in an amount not to exceed $6,950,000 and for a term of not to exceed twenty-two years and will be retired from all or any part of the proceeds of the City's existing 1% hotel and restaurant gross receipts tax.

1755 VOTES

AGAINST the issuance of bonds of the City of Fayetteville 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. The bonds will be issued in an amount not to exceed $6,950,000 and for a term of not to exceed twenty-two years and will be retired from all or any part of the proceeds of the City's existing 1% hotel and restaurant gross receipts tax.

1549 VOTES

This Proclamation shall be published one time in a newspaper published in the City and having a general circulation therein. The results as hereby proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication of this Proclamation.

DATED this 20th day of August, 1997.

Fred Hanna

Mayor

Attest:

Traci Paul

City Clerk

FILED

'97 AUG 8 PM 3 48

MARILYN EDWARDS
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

CERTIFICATE OF WASHINGTON COUNTY BOARD OF
ELECTION COMMISSIONERS ASCERTAINING
AND DECLARING RESULTS OF SPECIAL ELECTION HELD
AUGUST 5, 1997

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

We, the duly commissioned and acting Election Commissioners of Washington County, Arkansas do hereby certify that the following is a true and correct abstract of votes cast in the Special Election held in the City of Fayetteville, Arkansas (The "City"), on the 5th day of August, 1997, on the question of issuing of bonds to finance the construction of Fayetteville Town Center.

The results of the vote upon the question submitted are as follows:

FOR issuance of the bonds	1755
AGAINST issuance of the bonds	1549

We further certify that the polls were open from 7:30 A.M. until 7:30 P.M.; that only qualified electors of the City were permitted to vote in said election; that the duly appointed judges and clerks made due returns of the votes cast; that we canvassed the votes as required by law.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 5th day of August, 1997.

WASHINGTON COUNTY ELECTION COMMISSION

John Logan Burrow, Chairman

Tom Lundstrum, Member

Dana D. Williams

Dana Williams, Member

M2-942

SUMMARY OF CONCERNS

Although there seemed to be a broad variety of issues mentioned in each group, the same types of issues surfaced. The top issues included:

Quality materials, technology and form used in context of the Downtown Square. This includes the idea of creating a design relationship of this building with the historical nature of downtown and being sensitive to the civic importance of this new landmark. Materials should not be determined by budget, but selected with the idea of that the town center will be an important structure far into the future.

Space should be provided for non-profit community groups. To be a true "town center" the public sees an importance to make space available and accessible foremost to the citizens of Fayetteville. There is an understanding of both the need and the desire to have large exhibits and conventions, but the public users should be of the first concern.

The "edges" should respond sensitively to the pedestrian. This should include a close look at how landscape, retail, office etc. might be incorporated into the design to create an inviting perimeter to the pedestrian and provide a multiple of opportunities for them to interact and respond to the new center. Importance was also placed on the south facade and its relationship / sensitivity to South Fayetteville.

The functionality and flexibility of the Town Center will be key to its success. Many items mentioned were adequate toilets, adequate parking, and ease of exhibitor set-up. The sound technology, lighting, and acoustics could be a deciding factor for many exhibitors who are debating between several locations for their event. Another concern was the ease of vehicular access entering and exiting the site and parking deck.

It is our intent to follow up our public forum by sending out this summary report to those who requested. We will then inform them, as well as the general public, of any future workshops for the Fayetteville Town Center Exhibition Hall. We have appreciated their concern and input into the design process.

WITTENBERG, DELONY & DAVIDSON, INC.
Architecture
Planning
Interior Design
Northwest Arkansas Office · 100 West Center / Suite 102 · Fayetteville, AR 72701 · FAX 501/443-9515 · 501/443-6666

Fayetteville Town Center Exhibition Hall

Public Input Report

MEETING DATE NOVEMBER 25, 1997

---

12 - 3- 1997

The following information is being sent to everyone who took part in the Public Forum held September 9, 1997 as a follow-up to your interest in this project. All those who attended the Public Forum received a comment report outlining your views, ideas and concerns from that meeting also. The design team appreciates your efforts and your input on behalf of this project.

As part of the continuing process of public input for the Town Center a series of smaller input groups was assembled from individuals who expressed interest at the Public Forum and that volunteered to help with technical issues of the project. Based on input from the initial Public Forum four technical issue groups were put together and asked to provide further ideas involving critical uses areas of the project, those subcommittees are:

Technical / Communications

James Alford	C.C.E.
Neil Adams	TCA Cable
Marvin Hilton	Cable Administrator

Exhibition / Community Users

Greg Taylor	Taylor Display
Marilyn Snapp	Chamber of Commerce
Becky Carter	Exhibit Plus

Kitchen / Catering

Jay Fennel	Jose's
Ken Woodbury	Ozark Brew Pub
Suzi Stephens	Nibbles
Alex Jerde	Hilton

Public Space Design

Hank Kaminsky	Artist
Susan Ferrell	Square Gardens
Barry Kew	UofA Landscape Architecture
Cathy Dicus	Junior Civic League
Bootsie Ackerman	Downtown / Dickson Enhancement
Diane Boyd	Executive Square

Attached please find minutes of these meetings reflecting comments and concerns expressed by technical groups.

Since the Public Forum held in September several meetings of Fayetteville's Advertising & Promotion Commission have seen presentations of the project to help further refine all aspects of the design of the project. At the last Commission meeting early exterior concept ideas were reviewed and issues concerning materials, budget and possible additional space needs, with possible additional funding from the City, were discussed.

The next step in the development process for this project is to present more developed exterior concepts to the A & P Commission. Once further input is completed from these meetings we envision another Public Forum meeting to gather comments on the revised design including the proposed exterior development.

Thank you for your continued involvement with this project.

TECHNICAL / COMMUNICATIONS SUBCOMMITTEE

James Alford
Jim Bemis
Marvin Hilton

The Town Center needs to have fiber optics connection for communication. The location of nearest downtown trunk line needs to be determined. The connection will need to be new fiber wire with the largest "thru-put" capability.

The Center needs to be able to receive and send by satellite for interactive video conferencing. Costs would be kept at a minimum if a directly connected least to the CCE, but there is a great possibility that both facilities would need to receive simultaneously. The CCE currently uses a mobile truck to send signals. The truck is connected into the facility by cables & conduits. This truck could be rented by the Town Center to alleviate the cost of a separate sending satellite dish. The connection capability for the truck could be designed to minimize and simplify amount of cables required. The roof mounted satellite dish needs to have an automatic tracking system. Size, location, structural requirements, cable/conduit requirements need to be determined. Requirements need to be made to accommodate a high speed networking global market.

Lighting in the exhibit space needs to be subdivided in the hall. It needs to have various types of lighting for different lighting levels, at different physical levels, and for different focal points/speaker locations. There needs to be a control booth at a higher level to observe lighting, activity, sound, etc. Cameras can be used to view spaces not visible when the hall has been divided. Ideally the exhibit hall should be hard wired for cameras on the floor with multi pin connectors. Floor should also should have plug for sound, power, phone, fiber, computer at intervals approx. 20'.

The technology of the center should plan for the near future digital world. An acoustic consultant may need to be considered to help with the specifics of the hall space, materials, flexibility and help plan for the industry standards and requirements.

Plan for multiple screens in hall with audience participation. Plan for the use of "flat screen technology" and wall of monitors. Video conferencing will be planned for. Camera location and conduit should be provided to get full visibility of entire hall and when subdivided. Distance education should be planned for in this scenario.

There should be a front of the house mixer. Remotely controlled cameras. Projectors which can be adjusted in height and direction. Slide track or slings could be used for flexibility. Provide RTS communication system or similar. Hardwire is best. Plan for multi-Media presentations. Catwalk could be used for media cameramen location above crowd.

EXHIBITION / COMMUNITY USERS SUBCOMMITTEE

Becky Carter
Marilyn Snapp

There needs to be adequate storage for additional exhibit supplies that can be ordered from a service desk on the main hall level. Service desk can be off service hallway and would be manned by the exhibit contractor who organizes the setup of the event. Ideally the service desk would be two 8' counters with a service window. The exhibitor may request additional pipe, drape, lighting, skirted tables, etc. The majority of the supplies would be brought on site by the exhibitor setup contractor, but items are sometimes forgotten or not ordered properly by exhibitor. There needs to be a show manager's office. This can be small area with phone, power, and computer outlets.

There needs to be storage for a forklift on lower levels that can be used to move paletted materials shipped or brought on site. Power, communication requirements, etc. needs to be provided every 20' to 30'. Water should be provided, but not as often. Ideal freight elevator size should be 12 'X 10' with a minimum height of 8'-0". The passenger elevator needs to be increased some in size. There needs to be holding areas for exhibits near the freight elevators. Need to plan for exhibitors who have small exhibits. Plan for cars wanting to be in truck service drive. Provide separate drop off area for exhibitors.

KITCHEN / CATERING SUBCOMMITTEE

Suzi Stephens
Jay Fennel
Ken Woodbury

For a food preparation kitchen the equipment required would be: a 6 burner range with vented hood, one electric convection oven, one gas convection oven, one 100 cup coffee maker, a 3 compartment sink with sprayer and disposal, two 500 lb icemakers (portable), and four Carter-Hoffman 160 plate warmers (30" x 5' x 6' portable). Downstairs needs a 10' x 10' walk-in refrig with 5 x10 freezer inside. Need lots of plugs in kitchen and in service hallway. Provide high amps to adequately service multiple equipment use. Stainless steel counter tops. Plenty of lay out space for plate prep. Dishwasher may not be required by caterer, but would be used by small meeting groups and\or breakroom. Slope floors in service hall and kitchen for pressure washing. Portable bar can be used throughout facility when needed. Plan storage for tables, chairs, portable bars, dry foods. Plan for maximum serving capacity of 1000.

Catering vehicles typically are vans and box trucks 14' long. Service docks are too high for catering truck. Need to consider a dock leveler. 8'x8' min. size elevator is required.

- Consideration needs to be made for the times when the hall is subdivided and several different caterers are present. Equipment needs to be portable to allow service from hall. Provide convenience counter top at these locations. These spaces need to have plenty of high amp plugs.

PUBLIC SPACE DESIGN SUBCOMMITTEE

Susan Ferrell
Dianne Boyd
Bootsie Ackerman
Hank Kaminsky

Plaza design needs to accommodate a variety of users from children to the elderly. Public space should be the opportunity to display local sculpture and artwork. Artwork could provide interactive visual and tactile elements for people of all ages. Scale and edges should be appropriate. Design should incorporate both a sense of formality and movement. This is an opportunity to connect to the square gardens. The Plaza should accommodate an open pathway for emergency vehicles and/or the rare occasion to bring a single vehicle onto the floor. Maintenance requirements should be considered in selecting items and materials for public space. Who will be responsible for the maintenance of the landscaping?

Public bathrooms should be provided, but issues of security for both the exhibit hall and the users should be considered. The open hours for the public bathrooms may need to be limited.

Ideas discussed for the plaza include fountains, clock, time capsule, change in levels, banners, information kiosk, seating, retail, sculpture,... The trees should be a variety of species which would include a mix of evergreen and deciduous. The trees and planting needs to accommodate 12 months of color and foliage. Planting should take into consideration need for visibility to maintain security. Lighting is a key consideration to security as well as the design of the public space. Lighting needs to eliminate dark pockets around corners, bushes, stairwells, etc.

Retail users desired to be on Plaza level rather than on Rock. Night use shops would promote a more secure plaza by bringing more users after dark.

Section 507. Lessee covenants it will make annual reports to Lessor and its sitting City Council on each anniversary date of this agreement. If the City Council determines Lessee has not been operating the facilities constituting the Project according to the standard of judgment and care known as the"Prudent Man rule," as defined in Arkansas Code Annotated Section 28-71-105, then Lessor may declare Lessee to be in default and Lessor may re-enter and take possession of the Leased Premises as provided in Section 1002.

TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
SEPTEMBER 1, 1998

A meeting of the Fayetteville City Council will be held on September 1, 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 18, 1998, meeting.

B. **BID 98-72:** A resolution approving the purchase of 23 ruggedized laptop computers and a budget adjustment.

II. OLD BUSINESS

A. **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. The ordinance was left on the second reading.

B. **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.

III. NEW BUSINESS

A. **STREET RENAMING:** A resolution approving the renaming of " Crest Lane" to "Glen Wing Lane ". The request was submitted by Gayle O'Donnell to honor the late Glen Wing, a Fayetteville real estate attorney.

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 September 1, 1998

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED:
Award bid # 98-72 for the purchase of 23 ruggedized laptop computers and a budget adjustment.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director ______

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

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

STAFF RECOMMENDATION:

Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res #: ______
Mayor	Date	Orig Contract Date: ______

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of September 1, 1998

FROM:

Alett Little **Planning Division** **Public Works Department**

ACTION REQUESTED:

This request is submitted by Gayle O'Donnell to change the name of "Crest Lane" to "Glen Wing Lane" in honor of the late Glen Wing, a real estate attorney Fayetteville for almost fifty years. This lane runs west ½ block, then turns into an alley which runs north ½ block to Cleburn Street. There is one single family home on this street. The present owner of the house, Mark Denniston, a Fayetteville attorney, is in support of the name change.

STAFF RECOMMENDATION:

Alett Little 8/11/98
Alett Little, Division Head

Cross Reference:
New Item: Yes No

8-14-98
City Attorney **Date**

8-14-98
Public Works Director **Date**

8/14/98
Administrative Services Director **Date**

Fred Hanna 8/15/98
Mayor **Date**

Ms. Alett Little
Planning Director
City of Fayetteville
113 W. Mountain
Fayetteville,AR. 72701

July 29,1998

Dear Ms. Little,
I am requesting a name change for a small lane in Fayetteville.

Crest Lane is a narrow (practically speaking, one way) street which starts at Pollard Avenue and runs west one-half block, then turns into an alley which runs north one-half block to Cleburn Street.

I propose the name be changed to Glen Wing Lane in honor of the late Glen Wing, who was a respected Real Estate Attorney in Fayetteville for almost fifty years.

Mr. Wing originally named the street "Crest Lane" in the 1940's. He had wanted to name it "Hillcrest",but that was taken. He built the only house which has an address on Crest Lane. Though he had a physical disability, he hand-made bricks for #1 Crest Lane.

The present owner of that home is Mark Denniston,a Fayetteville attorney. He gives his 100 % support for renaming the street. He would be very pleased for his home address to be #1 Glen Wing Lane.

In addition,there is currently another street named "Crest." Crest Drive, a much longer residential street, intersects Rockwood Trail.

Finally, Glen Wing Lane has a lovely ring to it.

I hope this proposal will be seriously considered. Please, advise me of the required procedure to carry forth my request to the City of Fayetteville.

Very Sincerely,

Gayle O'Donnell

Gayle O'Donnell
740 E. Lafayette St.
Fayetteville
521-3945

ADMINISTRATIVE POLICIES & PROCEDURES MANUAL

SUBJECT: STREET NAME CH... ___

NUMBER	REVISIONS	EFFECTIVE DATE:	PAGE
PLNG-1	0	March 1, 1991	1 of 1
SUPERSEDES	APPROVED BY:		
X	Scott C. Linebaugh, City Manager		

PURPOSE

The purpose of this directive is to establish a uniform policy concerning street name changes.

POLICY

1) Street name changes shall be approved by the City Council.

2) The City Planning Division of the Public Works . Department will be in charge of receiving, processing, and evaluating all requests.

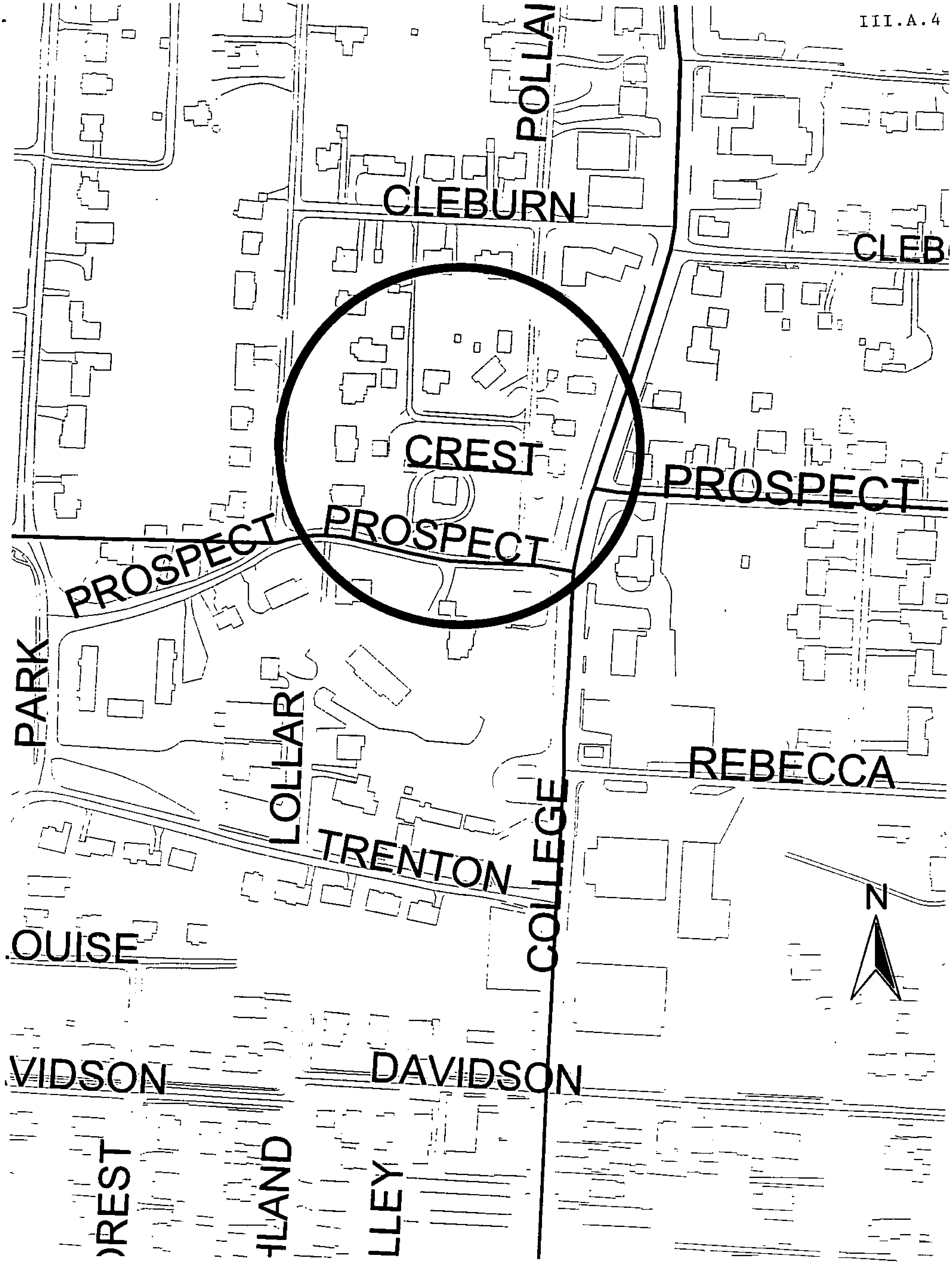
3) Requests will not be approved if the proposed new street name is an obscene word or a word which is clearly offensive.

4) Requests will not be approved for a proposed street name which duplicates an already established street name or which is phonically so similar to an existing street name that it would interfere with the operation of the "911" emergency telephone system.

5) Although no set percentage of property owners must consent to the street name change request for it to be placed on the Council's agenda, the Council conduct a public hearing on all requests so that all interested parties may speak on the request.

6) All items in this policy shall pertain only to streets inside the Fayetteville City limits.

7) Any exception or change in these policies must be approved by the MAYOR.


POLLAI
CLEBURN
CLEB
CREST
PROSPECT
PROSPECT
PROSPECT
PARK
LOLLAR
REBECCA
TRENTON
COLLEGE
N
OUISE
VIDSON
DAVIDSON
OREST
HLAND
LLEY

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of September 1, 1998

FROM:

Name	Division	Department
Richard L. Watson	Police	Police

ACTION REQUIRED:

Award Bid #98-72 to Smith Two Way Radio for 7 Panasonic laptops plus three docking stations for $26,458.39 and Office Imaging for 16 Rocky II laptops plus three docking stations for $103,231.18 and adopt a budget adjustment.

COST TO CITY:

$ 129,690.00	$ 538,386	Public Safety Computer System
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5801.00	$ 476,074	Capital Improvements
Account Number	Funds Used To Date	Program Name
97010	$ 62,312	Capital Improvements
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Marilyn J Cramer — Accounting Manager — Date 8-25-98 — ADA Coordinator — Date

City Attorney — Date 8-25-98 — Yolanda Fields — Internal Auditor — Date 8-25-98

P Vice — Purchasing Officer — Date 8-25-98

STAFF RECOMMENDATION:

Award Bid 98-72 and issue purchase order to Smith Two Way Radio in the amount of $26,458.39; issue purchase order to Office Imaging in the amount of $103,231.18 and adopt the $67,500.00 budget adjustment.

Division Head — Date

Asst Chief — Department Director — Date 8-25-98

Administrative Services Director — Date 8/25/98

Mayor — Date 8/25/98

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS POLICE DEPARTMENT

MEMORANDUM

TO: Fred B. Hanna, Mayor

FROM: Rick Hoyt, Assistant Chief of Police RHoyt

DATE: August 24, 1998

SUBJECT: *Agenda Item - Award Bid 98-72 and Budget Adjustment*

Attached you will find an agenda request for Council approval to issue a purchase order to Smith Two Way Radio in the amount of $26,459 for seven Panasonic Laptop computers; a purchase order to Office Imaging in the amount of $103,232 for 16 Rocky II Laptop computers and a budget adjustment for $67,500. The Panasonic laptops are ruggedized systems with active matrix screens, anti-glare coating to be placed in unmarked vehicles. The Rocky II laptops are also ruggedized with active matrix screen and anti-glare coating. These laptops have heavier cases and are scheduled to be placed in Patrol units to be used on all shifts. The Rocky II computers also have backlit keyboards for use after dark. These keyboards will allow officers to use the computers without having the overhead light on in their vehicles.

Funds for replacement of the Public Safety Computer System were included in the 1997 Capital Improvement projects. Installation of an IBM AS 400 and software from New World Systems was approved by the Council last year. The contract for radio frequency backbone that these laptops will utilize was issued in July. This project continues to progress and is scheduled to be completed by the end of the year. The laptop system is partially funded by a federal COPS MORE grant our department has received..

The mobile laptop system will enable field officers to have instant access to the State interface for driver's license, vehicle license, and wanted persons files and it is invaluable for officers to have this pertinent information. This system will enhance officer safety, efficiency, and productivity. A national study on police mobile computers found officers equipped with mobile laptop systems made more arrests and located more wanted persons than non-equipped officers. One reason for this is officers do not have to compete for air time on the police radio to call in an inquiry. Our radio system is currently so busy that officers sometimes have to wait inordinate amounts of time trying to get through on the voice radio channel. The laptop system will reduce the workload in the dispatch center too because dispatchers will no longer be the intermediaries in the multitude of these routine license checks and warrant inquiries.

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988
FAYETTEVILLE, ARKANSAS 72702-1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

The laptops will also enable our department to utilize field reporting software. This software (already purchased from New World Systems) allows officers in the field to directly enter crime reports into a windows-based environment on the laptop. The software ensures the report has all appropriate sections filled out and spell-checks the narrative. This information is then uploaded into our main computer at the police department, becoming instantly accessible by authorized persons. We expect this facet to reduce the lag time of reports becoming available to detectives and finalized reports being available for the public.

The laptop system will be capable of transmitting text from car-to-car and from dispatch to each car. This will give the ability for silent dispatching on selected calls and to notify field units of important information without tying up the regular voice radio system. After the system is completely operational, we will continue plans to interface to other cities' laptop systems. The Rogers police department currently has a laptop system operational with 28 units installed and 33 additional units planned. Other Northwest Arkansas police agencies have applied for grants for similar projects but Rogers and Fayetteville were the first to receive grant approval.

Mobile computing is quickly becoming commonplace in police work, both nationally and throughout Arkansas. The safety, efficiency, and added productivity it affords field officers is without question. Implementation of this system will provide a valuable tool to officers on the street and help our department in our continual efforts to provide the best possible public service.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital improvement	Date Requested	Adjustment #
1998	Division:	08/25/98	
	Program:		

Project or Item Requested:
Additional funds are requested for the Public Safety Computer System - Replacement project.

Project or Item Deleted:
None. A portion of the funding for the Firing Range Improvements projects is proposed for this adjustment.

Justification of this Increase:
This portion of the project changed from leasing the radio frequency data transmission backbone to the City owning the backbone. The change was made after a cost analysis that indicated leasing would be more costly and would limit additional units coming on line. Owning the backbone provides capacity to add additional units for the City at now additional cost expect for the laptops and associated equipment in the units.

Justification of this Decrease:
Firing Range Improvements project is pending further action on the Northwest Arkansas Police Academy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Fixed Assets	67,500	4470	9470		5801	00	97010	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Building Costs	67,500	4470	9470		5804	00	98027	1

Approval Signatures

Requested By	Date
Budget Coordinator	Date 8/25/98
- Asst Chief	
Department Director	Date 8-25-98
Admin. Services Director	Date 8/25/98
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester   *C:\APP\98BUD\LAPTOPBA.WK4*

BID: 98-72
DATE: 8/24/98
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: LAP TOP COMPUTERS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	
ACME PORTABLE MACHINES **	$2,895.00 unit $66,585.00 tot	no bid	no bid	no bid	$420.00 unit $9,660.00 tot	
OFFICE IMAGING	$5,685.00 unit $130,755.00 tot	$420.00 unit $8,400.00 tot	no bid	included	$400.00 unit $9,200.00 tot	($6,911.42) tax not incl
SMITH TWO-WAY	no bid	$312.05 unit $6,241.00 tot	$3,472.12 unit $79,858.76 tot	items 4 & 5 incl in price		

**does not meet specifications

Certified by PVice
P Vice Purch Mgr

DWilliams
Witness

8/24/98
Date

BID: 98-72
DATE: 8/24/98
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: LAP TOP COMPUTERS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	
ACME PORTABLE MACHINES **	$2,895.00 unit $66,585.00 tot	no bid	no bid	no bid	$420.00 unit $9,660.00 tot	
OFFICE IMAGING	$5,685.00 unit $130,755.00 tot	$420.00 unit $8,400.00 tot	no bid	included	$400.00 unit $9,200.00 tot	($6,911.42) tax not incl
SMITH TWO-WAY	no bid	$312.05 unit $6,241.00 tot	$3,472.12 unit $79,858.76 tot	items 4 & 5 incl in price		

**does not meet specifications

Certified by P Vice — P Vice Purch Mgr
D Williams — Witness
8/24/98 — Date

Fayetteville
CHAMBER OF COMMERCE

August 14, 1997
Our 109th Year

Honorable Fred Hanna
Mayor
CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Hanna's Potpourri Specialties, Inc.

Dear Mayor Hanna:

This communication is to request that the City Council consider the application of Hanna's Potpourri Specialties, Inc. (Hanna's) for participation in the Advantage Arkansas Program (formerly the Arkansas Enterprise Zone Pro-gram -- Act 947 of 1993). Hanna's is expanding its national corporate headquarters here in Fayetteville to accommodate the rapid expansion of company operations.

Hanna's is a manufacturer and distributor of fragrant giftware located in Fayetteville, Arkansas. Hanna's is producing at a rate which, due to the seasonal nature of business, is exceeding storage and distribution abilities. Hanna's seeks to construct a new facility in Fayetteville, Arkansas to be used in the manufacturing, warehousing and distribution of candles, potpourri and related products. The existing facilities will continue to be used for warehousing, manufacturing and raw materials staging.

The new facility will be constructed, beginning sometime in September on a sight in the Fayetteville South Industrial Park. The facility will house Hanna's manufacturing lines, for which approximately $1,500,000.00 of new machinery and candle-making equipment will be purchased. The existing facilities on E. 15th Street, consisting of two buildings totaling 300,000 square feet, will continue to be used for manufacturing activities and raw materials storage.

Currently, employment is 199 at Hanna's. It is estimated that the expansion will result in the hiring of an additional 200 permanent employees. Present combined cost estimates for land acquisition ($736,000.00), construction of 682,000 square-foot facility ($7,747,520.00), and equipment purchase ($1,375,000.000) for a total project cost of $9,858,520.00.

ACCREDITED

123 WEST MOUNTAIN • P.O. Box 4216 • FAYETTEVILLE, ARKANSAS 72702-4216 • (501) 521-1710 • FAX (501) 521-1791

As indicated in the attached write-up, the governing State agency for the Enterprise Zone Program is the Arkansas Economic Development Commission (AEDC). Aspects of the program, which apply to City of Fayetteville, are as follows:

* A refund of sales and use taxes on the purchase of materials used in construction of a new facility or expansion of an existing facility; and

* A refund of sales and use taxes on machinery and equipment to be used in connection with the business.

The Arkansas Department of Finance and Administration monitors and administers the program. Essentially, credit for the sales and use taxes are accumulated during the first year. Beginning in year two, Hanna's can either call for reimbursement of the accumulated tax credits in their entirety, or spread the sum over a four-year period. Further questions can be directed to Ms. Becky Rheinhardt at AEDC (501.682.7310).

The Fayetteville Chamber of Commerce certainly supports the continued growth of Hanna's. Attached is a mark-up of the expected impact of their increased annual payroll. Please note the annual increase of tax revenues based on their projected investment. Based on the aforementioned information, the Fayetteville Chamber of Commerce encourages the City Council to favorably consider a resolution for Hanna's Potpourri Specialties, Inc. participation in the Advantage Arkansas Program.

Sincerely,

J.V. Crider

James V. Crider, Director
Economic Development

Enclosures

xc: Burt Hanna
President
Hanna's Potpourri Specialties, Inc.

Application
Advantage Arkansas Program

OFFICE USE ONLY

Project Number

Applicant

Hanna's Potpourri Specialties, Inc.
Name of Company/Corporation

1421 E. 15th Street, Fayetteville, AR 72701
Principal Mailing Address City/State/Zip

Same
Physical Location City/State/Zip

John Scott, CFO (501)443-5467
Name and Title of Company Contact Phone

If company is filing for tax credit under a different name, please give complete name.

Taxpayer Consultant

Sandlin, Parham & Anderson, LTD. (501) 521-5611
Name of Individual or Company/Firm Phone

1852 East Joyce Blvd., Fayetteville, AR 72703
Mailing Address City/State/Zip

Reece Parham, CPA (501) 521-5611
Name of Contact Person Phone (Please list 800 number if available)

Project Cost Estimate

This application MUST include a project plan.

Land	$ 736,000.00
Buildings	$ 7,747,520.00
Equipment	$ 1,375,000.00
* Other	$
TOTAL	$ 9,858,520.00

* Please include description of Other in Project Plan

Date Received

Employers Federal I.D. Number 71-0684537

Arkansas Sales or Consumer Use Tax Number 037691-72-001

Employment

Present employment 199 Projected number of net new permanent employee(s) after completion 399.
Note: To qualify for the sales and use tax refunds and income tax credits, business MUST hire the requisite number of new permanent employees within a 24 month period.

SIC CLASSIFICATION (Must be included) 3998

SIC Classification is subject to audit by the Department of Finance & Administration (DF&A). If SIC Classification or any other portion of this application is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits under the program.

Description of principal business activity, products manufactured, etc.
Manufacturer of candles, potpourri and related home fragrance accessories.

Information for Income Tax Exemption:

Ownership of your business: (please check all appropriate boxes)

☐ Individual ☐ Fiduciary ☐ Partnership

☐ Taxable Corporation ☒ Small Business Corporation ☐ LLC

Owner's Name(s)	Percent Ownership	Social Security Number or Corporate Tax I.D. Number
Burt Hanna	50%	431-88-6010
Donna W. Hanna	50%	591-38-0677

When does your tax year end? 1 2 3 1 9 8

CERTIFICATION

BEFORE ME, the undersigned authority, Burt Hanna
(Name of Company Official)

personally came and appeared and being duly sworn did depose and say that he/she is

President of Hanna's Potpourri Specialties, Inc.
(Title) (Company Name)

This affidavit is made for the specific purpose of verifying that the information contained in these two pages is true and correct.

Burt Hanna
Signature of Company Official

Sworn to and subscribed before me this 12 day of August, 1998.

Richard Dean Whittle
Notary

Richard Dean Whittle
Washington County
Notary Public, Arkansas

My Commission expires 12/01/2006.

SUBMIT TO: Incentives Coordinator, Arkansas Economic Development Commission, One State Capitol Mall, Little Rock, AR 72201

Hanna's Potpourri Specialties, Inc.
Production Facility Project Plan

Hanna's Potpourri Specialties, Inc. (Hanna's) is a manufacturer and distributor of fragrant giftware located in Fayetteville, Arkansas. Hanna's is producing at a rate which, due to the seasonal nature of our business, is exceeding our storage and distribution abilities. Hanna's wishes to construct a new facility in Fayetteville, Arkansas to be used in the manufacturing, warehousing and distribution of candles, potpourri and related products. The existing facilities will continue to be used for warehousing, manufacturing and raw materials staging.

The new facility will be constructed, beginning sometime in September on a sight in the Fayetteville Industrial Park. The facility will house Hanna's manufacturing lines, for which approximately $1,500,000.00 of new machinery and candle-making equipment will be purchased. The existing facilities on E. 15th Street, consisting of two buildings totaling 300,000 square feet, will continue to be used for manufacturing activities and raw materials storage.

Currently Hanna's employs 199. We estimate that, as a result of this expansion, we will hire an additional 200 permanent employees.

Cost Estimates:

Land Acquisition	46	acres	@	$ 16,000.00	$ 736,000.00
Structures	682,000	sf	@	$ 11.36	$ 7,747,520.00
Manufacturing Equipment	1	all	@	$ 1,375,000.00	$ 1,375,000.00
Total					**$ 9,858,520.00**

Several pieces of equipment including candle making machinery, packaging machinery, computers, and conveyors will be relocated from Hanna's current manufacturing location to the new facility.

Arkansas Enterprise Zone Program

To stimulate economic growth, Arkansas offers enterprise zone tax incentives to qualified companies that locate within the state.

The program offers three incentives:

- a state income tax credit for each net new job* created based on the average wage of new workers multiplied by 100. In areas with unemployment of 10 percent or more, or three percent above the state's average unemployment rate for the preceding year, the above formula used is 200 times the average hourly wage, with a $2,000 cap per employee in both cases;
- a refund of sales and use taxes on the purchase of materials used in construction of a new facility or expansion of an existing facility; and
- a refund of sales and use taxes on machinery and equipment to be used in connection with the business.

** Based on average annual employment of current tax year to previous tax year.*

To qualify for the Arkansas Enterprise Zone Program, a company must:

- fit one of the following descriptions: a manufacturer in SIC codes 20 through 39, a corporate headquarters with 50 or more permanent employees, a distribution center with 25 or more permanent employees, a trucking/distribution terminal (SIC 4231) with 100 or more permanent employees, an office sector business with 100 or more permanent employees, or a computer firm in SIC codes 7375 or 7376;
- create at least one net new job; and
- prove that new employees are Arkansas residents during the year in which the credits are earned.

To be eligible to receive the tax credits and refunds, the company must file an application and receive the endorsement of the city or county government involved. The Arkansas Industrial Development Commission must approve the company's application. If approved, the Department of Finance and Administration monitors and administers the program.

The income tax credit shall be used for the year in which the net new employee is hired. If the entire credit cannot be used in the year earned, the remainder may be carried forward for four years, or until the credit is used entirely, whichever occurs first.

If you have any questions concerning the Arkansas Enterprise Zone Program, please call the AIDC at (501) 682-7310.

Arkansas Industrial Development Commission
One State Capitol Mall / Little Rock, Arkansas USA 72201
(501) 682-1121 / FAX (501) 682-7341

City of Fayetteville, Arkansas
Benefits of New Jobs in Fayetteville
Benefits of New Investments in Fayetteville

Impact of New Jobs in Fayetteville

Number of Jobs : 200		Impact Per Job (A)		Total Impact
Aggregate Personal Income	$	N/A	$	3,000,000
Retail Sales	$	N/A	$	2,280,000
New Retail Establishments		0.09		18
Nonmanufacturing Jobs		0.64		128
Population Increase		2.67		534
Family Units Required		1.35		270
School Enrollment		0.81		162

Impact of New Investment in Fayetteville – Property Tax

Amount of Investment : $9,858,520	Mills (B)		Tax Impact
County General Fund	4.0	$	7,887
County Road Fund	1.3		2,563
County Library Fund	1.0		1,972
Fayetteville School District	44.0		86,755
Fayetteville Firemens Pension	0.5		986
Fayetteville Policemens Pension	0.5		986
Fayetteville General Fund	0.0		0
	Total	$	101,148

NOTES:

A. Based on U. S. Chamber of Commerce Averages – 1995.

B. Based on current property tax millages.

SUGGESTED AMENDMENTS TO TOWN CENTER LEASE

Section 202. Change lease term from 50 years to 25 years.

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 403. Allow machinery and equipment, trade fixtures, movable partitions, furniture and fixtures to remain with City.

Section 501. Add specific reference to compliance with Freedom of Information Act.

Section 502. Change 30 days to 60 days.

Section 502 & 503. Delete 501(c)(3) language and replace with local non-profit groups.

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.

Section 503. Council approve actual rates, fees and charges for local non-profit groups.

STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
XX GRANT REVIEW
For the Fayetteville City Council meeting of September 1, 1998

FROM: Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: The Airport requests that the City Council accept FAA Airport Improvement Project Grant No. 3-05-0020-2598 when awarded later in September. This grant, in the amount of $443,146.00, is the remaining portion of the Airport's 1998 AIP funds and will cover Phase I of the Airfield Lighting Rehabilitation Project, the Runway Approach Obstruction Location System (RAOLS), and the Pavement Management System.

The Airfield Lighting Project is currently under engineering and bids for a contractor to perform the lighting corrections will be accepted in mid-September. The RAOLS contract will be voted on at the August 18 City Council meeting. The Pavement Maintenance System was a part of the Engineering Services contract with Garver & Garver.

The $443,146.00 grant is not expected to cover the full cost of the Airfield Lighting Rehabilitation Project. However, the FAA has agreed to a two-phase project with Phase II funded with 1999 AIP funds, as described in the attached letter from Donald Harris

This grant will be awarded when a contractor bid is accepted by the City for the Airfield Lighting Project. The grant will be offered by the FAA after the September 22 bid opening and must be signed and returned to the FAA by September 25 in order to meet the close-out deadline for this federal fiscal year. Grant acceptance will be sent through the City's staff review process when the Mayor's signature is required.

COST TO CITY:

$ ~~0.00~~ 443,146 (Revenue)	$ 639,000	Federal Grant 25
Cost of this Request	Category/Project Budget	Category/Project Name
5550-0955-6820-25	$ 15,623	n/a
Account Number	Funds used to date	Program Name
	$623,377	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date 8-19-98	ADA Coordinator	Date
City Attorney	Date 8-19-98	Internal Auditor	Date
Purchasing Officer	Date 8-19-98		

STAFF RECOMMENDATION: Staff recommends approval.

Division Head	Date Aug 17, 1998
Department Director	Date
Administrative Services Director	Date 8/25/98
Mayor	Date 8/25/98

Cross Reference

New Item: Yes No

Pre Or/Res#: ________

Orig.Cont.Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

THRU: **Fred Hanna, Mayor**

FROM: **Dale Frederick, Airport Manager**

DATE: **August 17, 1998**

SUBJECT: **AIP Grant Acceptance**

The Airport requests that the City Council accept the award of FAA Airport Improvement Project Grant No. 3-05-0020-2598 in the amount of $443,146.00. FAA awarding of this grant is expected in late September when a contractor for the Airport's Airfield Lighting Rehabilitation Project is selected through the City's bid process. Pre-acceptance of the grant is sought because no City Council meeting is scheduled between bid opening on September 22 and grant offer on September 25. This tight time frame is necessary to meet the end of the federal fiscal year on September 30.

This grant is for the remaining amount of the Airport's 1998 AIP funds and will cover Phase I of the Airfield Lighting Rehabilitation Project, the Runway Approach Obstruction Location System (RAOLS), and the Pavement Management System.

Attachments: Staff Review
Donald Harris (FAA) Letter
Project Schedule

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ► 1

To DON GREEN	From DON HARRIS
Dept./Agency FYV	Phone # 817/222-5634
Fax # 501/521-1735	Fax # 817/222-5987

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

U.S. Department of Transportation

Federal Aviation Administration

Southwest Region

August 17, 1998

Original to be Fed Ex'd to airport on 8/17/98.

Mr. Dale Frederick, Manager
Fayetteville Municipal Airport
4500 South School Avenue, Ste F
Airport Terminal Building
Fayetteville, AR 72701

RE: Phasing of Taxiway Lighting Rehabilitation Project
in Fiscal Years 1998 & 1999

Dear Mr. Frederick:

This responds to your inquiry regarding Airport Improvement Program (AIP) funding of the Taxiway Lighting Rehabilitation project at Drake Field.

The lighting project will be funded in two phases. Phase I will be issued in AIP Project No. 3-05-0020-2598. In addition, this grant will fund the Runway Approach Obstacle Location System (RAOLS) and the Pavement Management System. Phase II (completion) of the taxiway lighting project will be completed with airport enplanement entitlement funding in fiscal year 1999.

Based upon the engineer's estimate of costs for the taxiway lighting project, we will not have sufficient entitlement funding available in 1998 to complete this project. It was mutually agreed to fund the RAOLS and pavement management system projects with fiscal year 1998 AIP funds and complete the taxiway lighting project with fiscal year 1999 entitlement funding.

I trust this clarifies the scheduling of these projects for Drake Field.

Sincerely,

Donald C. Harris

Donald C. Harris
Senior Program Manager
Arkansas/Oklahoma
Airports Development Office

ASW-631:DCHarris:X5634:081798:fyv\lgtgphas.doc

FEDERAL AVIATION ADMINISTRATION

SCHEDULE OF PROJECT DEVELOPMENT

Airport: Fayetteville Municipal(FYV) Drake Field

Location: Fayetteville, AR

AIP Project No: 3-05-0020-~~27~~ 25 98

Item	Date
a. Selection of Sponsor's Engineer.	
(1) Submission of engineering proposal..........	May, 1998
(2) Submission of Procurement Certification (Per 49 CFR Part 18, which replaces OMB Circular A-102)......................	N/A
(3) Submission of Executed Engineering Agreement.................................	July 21, 1998
b. Predesign Conference...........................	June 9, 1998
c. Submission of Preliminary Plans, Draft Engineer's Report, Draft Specifications, and Quality Control Plan......................	September 1, 1998
d. Submission of Final Plans, Specifications, Engineering Report, and Quality Control Plan.....	September 8, 1998
e. Advertising for Bids...........................	September 8 & 15, 1998
f. Bid Opening......................................	September 22, 1998
g. Submission of Bid Tabulation and Recommendation for Award..................................	September 23, 1998
h. Submission of Application for Federal Assistance (SF-424 and FAA Fm. 5100-100)..................	September 23, 1998
i. Issuance of Grant Offer........................	September 25, 1998
j. Issuance of Notice to Procure / Proceed.........	October, 1998
k. Scheduled Completion of Construction............	January, 1999

Note:

Allow two (2) weeks from receipt of documentation by FAA for reply in establishing your schedule.

STAFF REVIEW FORM

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
_X_ GRANT REVIEW

For the Fayetteville City Council meeting of September 1, 1998

FROM:

Dale Frederick	Airport	General Gvmt.
Name	Division	Department

ACTION REQUIRED: The Airport requests the approval of a grant offer from the Federal Aviation Administration which will partially fund (90% of eligible costs) the construction of an Aircraft Rescue and Firefighting Station. On May 5, 1998, the City Council awarded the contract to Buildings, Inc. for the construction of this facility. Garver & Garver are providing the engineering services. The Aeronautics Board for the State of Arkansas did approve a 5% match grant for eligible costs at their August 12, 1998 meeting. The City's 5% match for eligible costs will be reimbursable from Passenger Facility Charges as soon as the project has been completed. The only noneligible cost is third party insurance in the amount of $400.00 which will be absorbed with airport funds.

COST TO CITY:

$668,227.50(revenue)	~~$786,675.00~~ 603,000	AARF Building Const. ~~Federal Grant Matches (revenue)~~
Cost of this Request	Category/Project Budget	Category/Project Name
~~5550-3960-7820-26~~ 5550-9950-6820-26	~~$668,935.00~~ 2,101	~~Capital~~
Account Number	Funds used to date	Program Name
98059	$ ~~45,165.00~~ 600,899	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date 8-19-98	ADA Coordinator	Date
City Attorney	Date 8-19-98	Internal Auditor	Date
Purchasing Officer	Date 8-19-98		

STAFF RECOMMENDATION: **Staff recommends approval.**

Division Head	Date Aug 17, 1998	Cross Reference
Department Director	Date	New Item: Yes No
Administrative Services Director	Date 8/25/98	Prev Ord/Res#: ________
Mayor	Date 8/25/98	Orig Cont. Date: ________

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: AUGUST 17, 1998

SUBJECT: APPROVAL OF FFA GRANT FOR THE CONSTRUCTION OF THE AIRPORT RESCUE AND FIRE FIGHTING (ARFF) STATION

The Airport is requesting approval of the Grant Offer for Airport Improvement Program Project No. 3-05-0020-2698 at the Fayetteville Municipal Airport for the construction of an Airport Rescue and Firefighting Facility. A copy of the Grant Offer is attached for your review.

The total estimated cost of this project is $742,875.00. The Federal Aviation Administration's estimate portion will be $668,227.50 (90% of the eligible cost); The State of Arkansas Department of Aeronautics approved a 5% grant match on the eligible costs as of August 12, 1998 in the amount of $37,123.75; The city will be responsible for 5% eligible costs in the amount of $37,123.75 and a noneligible cost of $400.00 due to third party insurance cost. However $37,123.75 of the city's cost will be reimbursable from Airport Passenger Facility Charges.

DF/bjm

Attachments: Staff Review
Copy of Grant Offer

U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

Fort Worth, Texas 76193-0000

June 4, 1998

RECEIVED JUN 0 5 1998

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mayor Hanna:

Enclosed are the original and one copy of the Grant Offer for Airport Improvement Program Project No. 3-05-0020-2698 at Fayetteville Municipal Airport, Fayetteville, Arkansas, for the construction of an Airport Rescue and Firefighting Facility.

After the Grant Offer has been accepted and executed, please return the original via overnight mail to Mr. Donald Harris, Federal Aviation Administration, 2601 Meacham Boulevard, Fort Worth, TX 76137-4298. The copy is for your files. Please insure that the date of the attorney's signature does not precede the date of acceptance of the grant.

The current Sponsor's Assurances are incorporated in this Grant Agreement. We direct your attention to Assurance No. 25, "Airport Revenue." By acceptance of this grant offer, you are assuring the Federal Government that all airport revenues are being used only for airport purposes or other transportation purposes identified in this assurance. This applies to aeronautical lease revenue as well as non aviation uses of airport property, such as industrial, recreational, or agricultural. If you have any questions about the applicability of this provision, please contact your Arkansas/Oklahoma Airports Development Office program manager.

Sincerely,

Donald B Harris

f/ Faye Nedderman
Manager, Arkansas/Oklahoma Airports
Development Office

Enclosure (2)

GRANT AGREEMENT

U.S. Department
of Transportation

FOR DEVELOPMENT PROJECT

Federal Aviation
Administration

PART I-OFFER

Date of Offer: **June 4, 1998**

Project No. **3-05-0020-2698**

Airport: **Fayetteville Municipal Airport, AR**
Drake Field

Contract No. **98-SW-8007**

TO: **City of Fayetteville, AR**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application (also called an Application for Federal Assistance) dated May 14, 1998, for a grant of Federal funds for a project for development of the Fayetteville Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Application for Federal Assistance, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct Airport Rescue & Firefighting Facility

all as more particularly described in the property map and plans and specifications incorporated in the said Application for Federal Assistance.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, herein called "Title 49 U.S.C.," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 (ninety) percent of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be **$668,227.**

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 30, 1998, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds, however, used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

10. The property map referred to on Page 1 of this Grant Agreement is the Property Map, Exhibit "A", attached to the Application for Federal Assistance attached hereto.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor by $5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover the amount of overrun not to exceed the statutory fifteen (15%) percent limitation , and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

12. The plans and specifications referred to on Page 1 of this Grant Agreement are the plans and specifications identified as Sponsor contract "Airfield Rescue and Firefighting (ARFF) Building, AIP 3-05-0020-26".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Donald C. Harris

for **Faye Nedderman, Manager**
Arkansas/Oklahoma Airports Development Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 9 day of June, 19 98.

City of Fayetteville, AR
(Name of Sponsor)

By: Fred Hanna
(Sponsor's Designated Official Representative)

(SEAL)

Title: Mayor

Attest: Heather Woodruff

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jerry E. Rose, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Fayetteville, Arkansas this 9th day of June, 19 98.

(signature of Sponsor's Attorney)

OMS Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED March 16, 1998	Applicant Identifier	
3. DATE RECEIVED BY STATE	State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 98-1	

1. TYPE OF SUBMISSION

Application
- [X] Construction
- [ ] Non-construction

Preapplication
- [ ] Construction
- [ ] Non-Construction

5. APPLICANT INFORMATION

Legal Name City of Fayetteville	Organizational Unit Fayetteville Municipal Airport Board
Address (give city, county, state, and zip code) 113 West Mountain Street Fayetteville, Washington County, Arkansas 72702	Name and telephone number of the person to be contacted on matters involving this application (give area code) Dale Frederick, Airport Manager 501-521-4750

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 71 - 6018462

7. TYPE OF APPLICATION: (enter appropriate letter in box) C

A. State	H. Independent School District
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify)

8. TYPE OF APPLICATION

- [X] New
- [ ] Construction
- [ ] Revision

If Revision, enter appropriate letter(s) in box (es) [ ] [ ]

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration F. Other (specify)

9. NAME OF FEDERAL AGENCY

Federal Aviation Administration
Arkansas/Oklahoma ADO
Fort Worth, TX 76193-0630

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20-106

TITLE AIP 3-05-0020-26

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

Airfield Rescue and Firefighting (ARFF) Station

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)

Fayetteville, Washington County, Arkansas

13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICT OF	
START DATE	ENDING DATE	a. APPLICANT	b. PROJECT
6/98	12/98	03	03

15. ESTIMATED FUNDING

a. Federal	$668,227.50
b. Applicant	$37,523.75
c. State	$37,123.75
d. Local	$
e. Other	$
f. Program Income	$
g. TOTAL	$742,875.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE 3/16/98

b. NO [ ] PROGRAM IS NOT COVERED BY E.O. 12372

[ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT

[ ] YES IF "YES" ATTACH AN EXPLANATION [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone Number
Dale Frederick	Airport Manager	501-521-4750

d. Signature of Authorized Representative	e. Date Signed
X Dale Fred—	5-14-98

Previous Editions Not Usable

Authorized for Local Reproduction

Standard Form 424 (REV4-88)
Prescribed by OMS Circular A-102

PART II
PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
☐ Yes ☒ No

Name of Governing Body _____
Priority Rating _____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances ?
☐ Yes ☒ No

Name of Agency or Board _____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
☐ Yes ☒ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
☐ Yes ☒ No

Name of Approving Agency _____
Date _____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
☒ Yes ☐ No

Check one: State ☐
Local ☒
Regional ☐
Location of plan Airport Layout Plan

Item 6.
Will the assistance requested serve a Federal installation?
☐ Yes ☒ No

Name of Federal Installation _____
Federal Population benefiting from Projects

Item 7.
Will the assistance requested be on Federal land or installation?
☐ Yes ☒ No

Name of Federal Installation _____
Location of Federal Land _____
Percent of Project _____

Item 8.
Will the assistance requested have an impact or effect on the environment?
☐ Yes ☒ No

See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, business, or farms?
☐ Yes ☒ No

Number of:
Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
☐ Yes ☒ No

See instructions for additional information to be provided.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The sponsor has adopted Drake Field Ordinance 2697 which regulates and restricts all land use activities in the vicinity of Drake Field. This ordinance was adopted January 20, 1980 and as amended.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. - There are not facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport of the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Land. - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the property map designated as Exhibit "A".

The sponsor holds fee simple title to Tract A and easements in Tract B. Titles for Tracts A and B were approved under previous projects. Status has not changed since approval. Land and easements were acquired under AIP 3-0020-05-11 and is included in easements; Tracts C, D, F, J, G, and K; fee simple Tract D, E, and H.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable item, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

5. Exclusive Rights. - There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

PART III - BUDGET INFORMATION - CONSTRUCTION
SECTION A - GENERAL

Federal Domestic Assistance Catalog No. 20-106

Functional or Other Breakout .... -----

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions: Latest Approved Amount	Use only for revisions: Adjustment + or (-)	Total Amount Required
1. Administrative expense	$	$	$ 1,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			57,350.00
5. Other architectural engineering fees			
6. Project inspection fees			16,425.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			666,600.00
12. Equipment			
13. Miscellaneous (Construction Materials Testing)			1,500.00
14. **Total (Lines 1 through 13)**			742,875.00
15. Estimated income (if applicable)			
16. **Net Project Amount (line 14 minus 15)**			742,875.00
17. Less: Ineligible Exclusions			400.00
18. Add: Contingencies			
19. **Total Project Amt.** (excluding rehabilitation grants)			742,875.00
20. Federal Share requested of line 19			668,227.50
21. Add rehabilitation grants requested (100 percent)			
22. **Total Federal grant requested** (lines 20 & 21)			668,227.50
23. Grantee share			37,523.75
24. Other shares			37,123.75
25. **Total Project** (Lines 22, 23 & 24)			742,875.00

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g.		
h.		
TOTALS	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (by applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (explain) Airport General Fund	37,523.75
h. TOTAL - grantee share	
28. Other Shares	
a. State	37,123.75
b. Other	
c. Total other shares	
29. TOTAL	$ 74,647.50

SECTION E - REMARKS

The following documents are attached hereto and incorporated herein:

1. Title VI Assurances

The following documents are incorporated herein by reference:

1. Plans & Specifications approved by the FAA.
2. Property Map - Exhibit "A" completed with recent Master Plan.

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

STANDARD DOT TITLE VI ASSURANCES

Fayetteville Municipal Airport Board (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department to Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer or the following periods.

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to have reasonable guarantee that I, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

Dated: 5-14-98

Fayetteville Municipal Airport Board
Sponsor

By: x Dale Frederick
Signature of Authorized Official

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and /or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the Untied States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the sponsor pursuant to the provisions of Assurance 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, leasee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

PART V

ASSURANCES
Airport Sponsors

A. **General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. **Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Antikickback Act - 18 U.S.C. 874.[1]
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - FloodPlain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction [1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates. [1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act). [1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements). [1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments. [3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs. [1 2]
m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance. [1]
n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction. [1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
b A-128 - Audits of State and Local Governments.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. **Responsibility and Authority of the Sponsor.**

a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3 **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Recordkeeping Requirements.**
    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vetetans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:
    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary.
In furtherance of this assurance, the sponsor will have in effect arrangements for-
(1) Operating the airport's aeronautical facilities whenever required;
(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.
Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make its airport available as an airport for public use on reasonable terms and without unjust discrimination, to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
(1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
(2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.** It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

   a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
   b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

   a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
   b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

   a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
   b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated May 1, 1995 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated On: May 1, 1995

NUMBER	SUBJECT
70/7460-1H, CHG 1 & 2	Obstruction Marking and Lighting
150/5000-13	Announcement of Availibility RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue and Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10A	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighing Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-16A	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20, CHG 1	Airport Snow and Ice Control Equipment
150/5220-21, CHG 1	Guide Specifications for Lifts Used to Board Airline Passengers with Mobility Impairments
150/5300-13, CHG 1, 2, 3, & 4	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-5B	Airport Drainage
150/5320-6C, CHG 1 & 2	Airport Pavement Design and Evaluation
150/5320-12B	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A, CHG 1	Runway Length Requirements for Airport Design
150/5340-1G	Standards for Airport Marking
150/5340-4C, CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B, CHG 1	Segmented Circle Airport Marker System
150/5340-14B, CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for NonFAA Airport Lighting Systems
150/5340-18C, CHG 1	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24, CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-To-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D, CHG 1	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B, CHG 1 & 2	Specifications for L-823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cones Assemblies
150/5345-28D, CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B, CHG 1	FAA Specification L-853, Runway and Taxiway Centerline Retroflective Markers
150/5345-42C, CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44F, CHG 1	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50, CHG 1	Specification for Portable Runway Lights
150/5345-51, CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53	Airport Lighing Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12A	Airport Signing and Graphics
150/5360-13, CHG 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2C	Operational Safety on Airports During Construction
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A, CHG 1, 2, 3, 4, 5, 6, 7, & 8	Standards for Specifying Construction of Airports
150/5370-11, CHG 1	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW
For the Fayetteville City Council meeting of September 1, 1998

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

ACTION REQUIRED: The Airport requests approval of the Runway Approach Obstruction Location System (RAOLS) contract in the amount of $28,000.00 as an amendment to the Airfield Electrical Investigation Contract (#630) with Garver & Garver Engineers. RAOLS identifies obstructions protruding into the approach surfaces of the Airport's Runways. The obstruction identification will enable the Airport to remove selected trees and other obstructions without the environmental and monetary costs of having to clear-cut areas. The airlines serving this airport are anxious for additional obstruction identification and removal which will improve their takeoff performance and increase the level of safety for all arriving and departing aircraft using this airport. The Airport is requesting this in amendment form because the FAA has agreed to fund this project as an attachment to the Airfield Lighting Rehabilitation Project.

The FAA will fund 90% of this project and the Airport will seek a state grant for an additional 5%; therefore, ultimate cost to the City will be $1,400.00. Garver & Garver was selected to perform this project by the city's Architecture and Engineering Selection Committee. The Airport Board approved this project at its August 6, 1998 meeting.

Approval of the attached budget adjustment is also requested.

COST TO CITY:

$ 28,000 Cost of this Request	$ 710,000.00 Category/Project Budget	Airfield Lighting Rehab. Category/Project Name
5550-3960-7820-25 ~~5550-3960-5314.00~~ Account Number	$ 32,700.00 Funds used to date	n/a Program Name
98092-1 ~~90051-01~~ Project Number	$ 677,300.00 Remaining Balance	Airport Fund

BUDGET REVIEW: XX Budgeted Item — XX Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J Bramer 8-18-98
Accounting Manager — Date — ADA Coordinator — Date

8-19-98 — Yolanda Fields 8-20-98
City Attorney — Date — Internal Auditor — Date
630

8-19-98
Purchasing Officer — Date

STAFF RECOMMENDATION: Staff recommends approval.

Dale Frederick — Aug 17, 1998
Division Head — Date

Department Director — Date

8/18/98
Administrative Services Director — Date

8/20/98
Mayor — Date

Cross Reference

New Item: Yes No

Pre Or/Res#: ________

Orig.Cont.Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER

DATE: August 14, 1998

SUBJECT: Runway Approach Obstruction Location System Amendment to the Airfield Lighting Rehabilitation Contract

The Airport is requesting approval of the Runway Approach Obstruction Location System (RAOLS) contract in the amount of $28,000.00 as an amendment to the Airfield Lighting Rehabilitation Contract (#630) with Garver & Garver Engineers. RAOLS identifies obstructions protruding into the approach surfaces of the Airport's runways. The obstruction identification will enable the Airport to remove selected trees and other obstructions at a lesser monetary and environmental cost than clear-cutting areas. Obstruction identification and removal will provide takeoff performance and safety benefits for the airlines and others using this airport.

The FAA will fund 90% of this project and the Airport will seek a state grant for an additional 5%; therefore, ultimate cost to the City will be $1,400.00. The Airport Board approved this project at its August 6, 1998 meeting.

The Airport also requests approval of the attached budget adjustment

Attachments:
Staff Review
Budget Adjustment
Garver & Garver Contract

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

July 27, 1998

Garver+Garver

A GarverPlus Company

Mr. Dale Frederick, Manager
Fayetteville Municipal Airport / Drake Field
4500 South School Avenue, Suite F
Fayetteville, AR 72701

RECEIVED JUL 28 1998

Re: Fayetteville Municipal Airport - Drake Field
Addition of Runway Approach Obstruction Location System (RAOLS)
Contract for Professional Services

Dear Dale:

As we discussed in our recent conversation, I am writing to outline our contract to perform a Runway Approach Obstruction Location System (RAOLS) study for each end of Runway 16-34 at Drake Field. You have expressed very clearly your desire to improve Drake Field's instrument approach minimums and capabilities. Because of the Drake Field's proximity to developed areas, the resolution of conflicts with trees, buildings and other penetrations of the approach surfaces have been a constant problem. To give Drake Field a powerful new tool to solve these problems, we have developed the RAOLS methodology to locate and assist in the removal of obstructions that penetrate the imaginary surfaces protecting the approaches to the airport.

We have reviewed the RAOLS methodology with FAA Southwest Region staff members, and the system has been included in the Little Rock National Airport Master Plan Update, the Arkansas State System Plan Update, and the State Airport ALD Digitization project. RAOLS uses controlled, digitized aerial photography to construct a model that used to analyze the interaction between the existing (or planned) approaches and the terrain under the approaches. With this tool, we can quickly analyze and plan for the removal of obstructions to the existing runway, as well as extended or relocated runway threshold configurations.

Tasks - To establish the RAOLS tool we will:

- Accomplish ground surveys for horizontal and vertical control of aerial photography.

- Accomplish new aerial photography suitable for the preparation of the analysis and final reports.

- Prepare digital orthophoto images from the aerial photography for terrain modeling. Aerial film diapositives will be scanned at 24 micrometer, producing a pixel resolution of approximately 1.0' in ground units. Exterior and interior orientations will be performed to correct the photography the correct horizontal plane as determined by ground control surveys. Differential rectification will be performed to remove image displacement due to topographic relief and aircraft tip and tilt. The resulting digital orthophoto will be a scale-correct representation of the terrain surface.

- ✈ Collect digital data from the controlled aerial photography for major topographic features, including roadways, large buildings, drainage features, and major vegetation. Digital Terrain Model data will be collected for tree canopy, utility poles, major buildings and general terrain features. All data will be collected in a format compatible with AutoCAD Release 13 and Softdesk computer software systems.

- ✈ Select applicable Part 77 surfaces for each runway end and identify, locate and complete analysis of the obstructions.

- ✈ Prepare final reports for presentation of the data. The format of the final report will be as contained in the enclosed RAOLS study performed at Little Rock National Airport. We will furnish the obstruction data in Microsoft Word and Excel version 7.0 format. The digital orthophotos will be furnished in TIFF format. An animated "fly-through" approach will be supplied for each runway end, in AVI format. We will maintain the digital data and digital orthophotos on our computer system. Future manipulation of the data and photos is not a part of this agreement.

- ✈ Review with you, and your staff and/or other consultants, the effectiveness of your existing obstruction removal program, and prepare recommendations for the implementation of additional obstruction removal programs.

- ✈ Prepare and attend a presentation of the RAOLS program to the City Council to support contract approval, and attend an Airport Board meeting to present and explain the final report.

Schedule - Aerial photography can be accomplished as soon as the tree leaf canopy is well established, and must be accomplished while the canopy is intact. Schedules for the remainder of the project will be determined by mutual agreement.

Fees - Fees for the basic aerial photography, and the other services detailed above, for an approximately 5,000' by 11,000' rectangle centered on each end of Runways 16 and 34, as shown on the attached exhibits, will be provided for the lump sum fee of $28,000. Deliverables for the project will be:

- Booklet reports (one for each approach) outlining the obstructions and including a prioritization / removal plan
- CD-ROM(s) containing all photographs, drawing files, animations and data
- Installation of the above files on Airport computer system, if desired

Acceptance of this Contract - If this proposal is satisfactory, please sign the approval block below. Four copies of the contract are enclosed; please return one signed copy to me at your earliest convenience.

We appreciate the opportunity to assist you with this important project, and we look forward to continuing our relationship with Drake Field. If you have any questions or comments, please do not hesitate to call.

Sincerely,

GARVER+GARVER, P.A.

Willard T. Reese

for Robert L. Bryant, P.E.
Vice President

Accepted for the City of Fayetteville:

____

961320/correspd/proposal5 fyv RAOLS.doc

ORDINANCE NO.______

AN ORDINANCE PROHIBITING ILLEGAL PARKING IN DISABILITY PARKING AREAS AND PROSCRIBING PENALTIES THEREFOR.

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

Section 1. Chapter 72, Parking Regulations, of the Code of Fayetteville is hereby amended by adding the following:

§72.17 Illegal Parking in Disability Parking Areas; Penalties.

Any vehicle found to be parked in an area designated for the exclusive use of any person with a disability as set forth in the Access to Parking for Persons with Disabilities Act (Act 907 of 1985 as amended) and which is not displayed a special license plate, a special certificate, or an official designation of another state as authorized by the aforementioned Act, or which is found to be parked in an area designated for the exclusive use of any person with a disability, if operated by a person who is not being used for the actual transporting of a person with a disability shall be subject to impoundment by the appropriate law enforcement agency. In addition thereto, the owner or operator of the vehicle shall, upon conviction, be subject to a fine of not less than twenty-five dollars ($25.00), nor more than one hundred dollars ($100.00) for each offense, plus applicable towing impoundment, and related fees, as well as court costs.

PASSED AND APPROVED this _____ day of ___________, 1998.

APPROVED:

By:______________________________

Fred Hanna, Mayor

ATTEST:

By:________________________

Heather Woodruff, City Clerk

ORDINANCE NO.______

AN ORDINANCE PROHIBITING ILLEGAL PARKING IN DISABILITY PARKING AREAS AND PROSCRIBING PENALTIES THEREFOR.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CI[illegible]AYETTEVILLE, ARKANSAS:

Section 1. Chapter 72, Parking Regulation[illegible]f the Co[illegible] of [illegible] is he[illegible]by amended by adding the following:

§72.17 Illegal Parking in Disability Parking [illegible]alties.

Any vehicle found to be parked in an ar[illegible] desig[illegible]he exclusive use of any person with a disability as set forth in th[illegible] Access to [illegible] Persons with Disabilities Act (Act 907 of 1985 as ame[illegible]which is n[illegible]layed a special license plate, a special certificate, o[illegible]ignation of another state as authorized by the aforementioned[illegible]t, or w[illegible]be parked in an area designated for the exclusive us[illegible] any p[illegible]on wi[illegible]bility, if operated by a person who is not being used f[illegible]he actu[illegible]ransport[illegible]g of a person with a disability shall be subject to impou[illegible]t by th[illegible] appropri[illegible] law enforcement agency. In addition thereto, the ow[illegible]or opera[illegible] of the [illegible]icle shall, upon conviction, be subject to a fine of [illegible] than tw[illegible]ollars ($25.00), nor more than one hu[illegible]d dollars ($1[illegible] for each [illegible]lus applicable towing impoundment, a[illegible]d fees, a[illegible]court costs.

PASS[illegible] APPR[illegible] _____ day of __________, 1998.

APPROVED:

By:______________________

Fred Hanna, Mayor

[illegible]

By:______________________

Heather Woodruff, City Clerk

DRAFT

RESOLUTION NO. __________

A RESOLUTION AMENDING THE FAYETTEVILLE CITY COUNCIL RULES OF ORDER AND PROCEDURE BY ADDING SECTION J., DRUG TESTING POLICY, TO PROVIDE FOR RANDOM DRUG TESTING OF THE CITY COUNCIL.

WHEREAS, The illegal use of drugs has impacted every element of our society, either directly or indirectly; and,

WHEREAS, The City Council promotes a drug free workplace and community.

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

Section 1. That the Fayetteville City Council Rules of Order and Procedure are hereby amended to add the following:

J. Drug Testing Policy.

The use of illegal drugs is inconsistent with law-abiding behavior expected of all citizens. Therefore, as a way of example, the City Council voluntarily holds themselves to the same standards and requirements as those employees of the City who now work in safety and/or security sensitive positions, including random drug testing.

PASS AND APPROVED this ____ day of ___________, 1998.

APPROVED:

By:______________________
Fred Hanna, Mayor

ATTEST:

By: ___________________________
Heather Woodruff, City Clerk

CITY OF FAYETTEVILLE, ARKANSAS
POLICY & PROCEDURE

CONTROLLED SUBSTANCE DRUGS AND ALCOHOL POLICY

Subject:	Controlled Substance Drugs and Alcohol Testing
Number:	PA-29
Effective Date:	July 1, 1997

PERS-29.0 PURPOSE

The City of Fayetteville absolutely endorses a drug and alcohol free workplace. The use and abuse of controlled substance drugs and alcohol not only affects productivity, but the safety and well-being of employees, the public at large, and may cause property damage. This policy has been adopted in the interest of assuring a more safe, efficient and drug free workplace and to comply with the Federal Motor Carrier Safety Regulations (49 CFR Part 382) and the Drug Free Workplace Act of 1988. Additionally, there is a great public concern that those persons who drive or who hold safety sensitive positions are unimpaired by the effects of drugs or alcohol. While no system will eliminate such usage entirely, it is believed that the program outlined here will greatly reduce the risks associated with possible drug and alcohol abuse among City employees.

SECTION A: CONTROLLED SUBSTANCE AND ALCOHOL TESTING FOR SAFETY SENSITIVE POSITIONS

PERS-29.1 POLICY

This City policy provides for testing for drug and alcohol abuse by employees who hold safety sensitive positions which otherwise are not covered by the controlled substance screening requirements of the Federal Motor Carrier Safety Regulations. Specific position titles covered by this policy are contained in an addendum to this policy. Additions or deletion to this listing may be made from time to time contingent on job requirements. Responsibility for identifying covered positions rests with the Personnel Division with approval by the Personnel Committee.

A Safety Sensitive Position is defined as a job:

1. Where the compelling issue of Public Safety and Security cannot be compromised, including, but not limited to, Police Protection, Fire Protection, and positions that involve the supervision of citizens or;

2. Where the duties of the position require the employee to regularly drive and assume the attendant risks of a vehicular accident involving possible injury to the employee, to fellow employees, or to citizens, or possible property damage.

Provisions of this policy are essentially the same as the Department of Transportation (DOT) requirements. Actual drug and alcohol tests will be administered by an approved collection site in conformance with the same criteria required by DOT.

PERS-29.2 PROCEDURE

Drug Use Prohibited

An employee of the City of Fayetteville is absolutely prohibited from using a Schedule I drug of the Schedule of Controlled Substances of the Drug Enforcement Agency or an amphetamine, narcotic or any other habit forming drug except where legally prescribed by a medical doctor. The schedule of drugs includes, opiates, opium derivatives, hallucinogenic substances, depressants, and stimulants. This means that an employee shall not consume any of these controlled substances while on or off the job.

Impairment Prohibited

An employee is not to report for work while impaired by alcohol or any drug or controlled substance. An employee may use a substance administered by or under the instructions of a physician who has specifically advised the employee that the substance will not affect the employee's ability to perform his or her job function or to safely operate a motor vehicle. Impaired means under the influence of alcohol or a substance such that the employee's motor sense (i.e., sight, hearing, balance, reaction, reflex) or judgement either are or may be presumed affected.

Possession Prohibited

An employee will not possess at any work site any quantity of alcohol or any substance, lawful or unlawful, which could result in impaired performance, with the exception of a substance administered by or under the instructions of a physician. "Work site" means any motor vehicle, office, building, yard, off premises construction site, property operated by the City, or any other location at which the employee is to perform work. "Possess" means to have either in or on the employee's person, personal effects, motor vehicle or areas substantially entrusted to the control of the employee.

Any violation of these prohibited activities is cause for disciplinary action. A second incident by any employee involving any of the listed prohibited activities is cause for termination. Disciplinary action will be determined in all instances by the Division Head, Department Head and the Personnel Director.

Substance Screening

For purposes of assuring compliance with this policy, both employees and new applicants for safety sensitive positions will be subject to drug screening under the circumstances described below. Substance screening means testing of urine to determine use or impairment. Alcohol screening means testing with an evidential breath-testing device.

1. Applicants: Any offer of employment to an applicant for Safety Sensitive jobs is contingent upon the results of a substance screening test. Refusal to submit to such a screening will make it impossible to qualify the applicant, and the applicant cannot be hired.

2. Employees: The substance and alcohol screening of employees will be in accordance with the circumstances described below.

Reasonable Cause Testing: When there is reasonable evidence to suspect an employee has reported to work or is working impaired the employee may be subject to substance and/or alcohol screening. Refusal to submit to such screening will be considered as a positive result, and will result in the employee being immediately disqualified to perform his or her duties with disciplinary consequences.

Random Testing: Employees will be subject to substance and alcohol screening at any time while on duty, on a random basis, as a term and condition of holding a safety sensitive job covered by this policy. Any refusal of an employee to submit to random screening will be considered as a positive result, and will result in the employee being immediately disqualified to perform his or her duties with disciplinary consequences.

Test Results: The test results will be reviewed to determine whether there is any indication of controlled substance use or alcohol consumption. The results are confidential. The City's Medical Review Officer will be the sole custodian of the individual drug test results. The Medical Review Officer will advise the City's Personnel Division only if the test results were negative . or positive, and which of the drugs were detected in the employees' system. The employee or applicant will have the opportunity to talk to the Medical Review Officer before positive controlled substance results are given to the City. The results of all breath alcohol tests will be reported directly to the City's Personnel Division. Test results will not be released by the Medical Review Officer to any other person or employer without written authorization of the individual tested.

Suspension From Duty: An employee under the influence of alcohol or a controlled substance cannot report for work or remain at work. Therefore if an employee on duty tests positive for drugs and/or alcohol, the employee at a minimum will immediately be disqualified to perform his or her safety sensitive duties pending a management review to determine possible reassignment to a non-safety sensitive job or leave without pay.

An employee who tests positive for a controlled substance may be referred to a Substance Abuse Professional for treatment. Before returning to work, evidence of compliance with any recommended treatment and a release to return to work must be provided. Before resuming regular duties in a safety sensitive job, the employee must also pass a confirming drug test. Upon returning to work the employee may be subject to additional unannounced follow-up testing for drugs if deemed appropriate by the Substance Abuse Professional.

An Employee Assistance Program is available to help employees solve drug or alcohol problems.

SECTION B: CONTROLLED SUBSTANCE AND ALCOHOL TESTING FOR DOT POSITIONS

PERS-29.3 POLICY

This policy has been adopted by the City of Fayetteville in order to assure a safe, efficient and drug free workplace, and to comply with the Federal Motor Carrier Safety Regulations (49 CFR part 382). This section covers employees required by Federal Regulations to have a Commercial Driver's License (DOT Positions). There is a great public concern that those persons who drive commercial vehicles do so in a proper workmanlike manner, unimpaired by the effects of drug or alcohol abuse. While no system will eliminate such usage entirely, it is believed that the program outlined here will greatly reduce the risks associated with possible drug and alcohol abuse among City employees.

PERS-29.4 PROCEDURE

Drug Use Prohibited

A driver whose job requires a Commercial Driver's License is absolutely prohibited from using a Schedule I drug of the Schedule of Controlled Substances of the Drug Enforcement Agency or an amphetamine, narcotic or any other habit forming drug except where permitted by the Federal Motor Carrier Safety Regulations. The schedule of drugs includes, opiates, opium derivatives, hallucinogenic substances, depressants, and stimulants. This means that the driver shall not consume any of these controlled substances while off duty or on duty.

Impairment Prohibited

A driver is not to report for work or drive while impaired by alcohol or any drug or controlled substance. A driver may use a substance administered by or under the instructions of a physician who has specifically advised the driver that the substance will not affect the driver's ability to safely operate a motor vehicle. Impaired means under the influence of alcohol or a substance such that the driver's motor sense (i.e. sight, hearing, balance, reaction, reflex) or judgement either are or may be presumed affected.

Possession Prohibited

A driver will not possess at any work site any quantity of alcohol or any substance, lawful or unlawful, which could result in impaired performance, with the exception of a substance administered by or under the instructions of a physician. "Work site" means any motor vehicle, office, building, yard, off premises construction site, property operated by the City, or any other location at which the driver is to perform work. "Possess" means to have either in or on the driver's person, personal effects, motor vehicle or areas substantially entrusted to the control of the driver.

Any violation of these provisions is cause for disciplinary action. A second incident by any driver involving any of the listed prohibited activities is cause for termination. Disciplinary action will be determined in all instances by the Division/Department Head and the Personnel Director.

Substance Screening

For purposes of assuring compliance with the Federal Motor Carrier Safety Regulations and the policy, both employee drivers and new applicants for positions as drivers will be subject to drug screening under the circumstances described below. Substance screening means testing of urine to determine use or impairment. Alcohol screening means testing with an evidential breath-testing device.

1. Applicants: Any offer of employment to an applicant for a job requiring a Commercial Driver's License is contingent upon the results of a substance and alcohol screening test. Refusal to submit to such a screening will make it impossible to qualify the applicant, and the driver cannot be hired.

2. Employees: The substance and alcohol screening of drivers will be in accordance with the circumstances described below.

Reasonable Cause Testing: When there is reasonable evidence to suspect a driver has reported to work or is working impaired the driver may be subject to substance and/or alcohol screening. Refusal to submit to such screening will be considered as a positive result, and will result in the driver being immediately disqualified to drive, with disciplinary consequences.

Post Accident Testing: Any driver involved in a US DOT §390.5 accident must submit to substance and alcohol screening. Refusal to submit to such a screening will place the driver in violation of the Federal Motor Carrier Safety Regulations. In accordance with Federal Regulations, the driver will lose his or her CDL for one year in the event of a fatality accident if (A) the urine results are positive or (B) the driver refuses to give a urine sample.

Random Testing: Drivers will be subject to controlled substance and alcohol screening at any time on a random basis, as a term and condition of holding a position as a driver. Any refusal of a driver to submit to random screening will be considered as a positive result, and will result in the driver being immediately disqualified to drive, with disciplinary consequences.

Test Results: The test results will be reviewed to determine whether there is any indication of controlled substance abuse or alcohol consumption. The results are confidential. The City's Medical Review Officer will be the sole custodian of the individual drug test results. The Medical Review Officer will advise the City's Personnel Division only if the test results were negative or positive, and which of the drugs were detected in the driver's system. The driver or applicant will have the opportunity to talk to the Medical Review Officer before positive results are given to the City's Personnel Division. The test results will not be released to any other person or employer without written authorization of the individual tested.

Suspension From Duty: Subpart B of Section §382 of the Federal Motor Carrier Safety Regulations provide that a driver under the influence of alcohol or a controlled substance cannot report for work or remain at work when he or she is required to perform safety sensitive functions. Therefore if a driver on duty tests positive for drugs and/or alcohol, the driver at a minimum will immediately be disqualified from driving or performing any safety sensitive duties.

A driver with a breath alcohol concentration of .02 but less than .04 will be suspended for a minimum of 24 hours and must pass a confirming test indicating a BAC of less than .02 before returning to work. A driver who tests over .04 will be referred to a Substance Abuse Professional for treatment. Before returning to work as a driver or performing safety sensitive duties, evidence of compliance with any recommended treatment and a release to return to work must be provided. The driver must also pass a confirming test indicating a BAC of less than .02.

A driver who tests positive for a controlled substance will immediately be placed on leave without pay and referred to a Substance Abuse Professional for treatment. Before returning to work as a driver or performing safety sensitive duties, evidence of compliance with any recommended treatment and a release to return to work must be provided. Before returning to work the driver must also pass a confirming drug test. Upon returning to work the driver may be subject to additional unannounced follow-up testing for alcohol or drugs if deemed appropriate by the Substance Abuse Professional.

An Employee Assistance Program is available to help drivers solve drug or alcohol problems.

SECTION C: COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT OF 1988

PERS-29.5 POLICY

The City intends to pursue opportunities for grants from time to time. As a condition for receiving a grant from a granting agency, the City must certify compliance with the Drug Free Workplace Act of 1988.

PERS-29.6 PROCEDURE

All employees are required as a condition of employment to execute an acknowledgment contained in PER.-18, Drug Free Workplace, that the Drug Free Workplace Policy has been read and understood.

Employees not covered by the requirements of Safety Sensitive Positions (Section A) or DOT Positions (Section B) are none the less subject to a reasonable cause testing for both controlled substance drugs and alcohol as set forth in Section A of this policy.