

City Council Agenda Items  
and  
Contracts, Leases or Agreements

9/4/2012

City Council Meeting Date  
Agenda Items Only

Mike Reynolds  
Submitted By

Police  
Division

Police  
Department

Action Required:

Request for public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Fayetteville Taxi LC.

N/A  
Cost of this request

N/A  
Category / Project Budget

N/A  
Program Category / Project Name

N/A  
Account Number

N/A  
Funds Used to Date

N/A  
Program / Project Category Name

N/A  
Project Number

N/A  
Remaining Balance

N/A  
Fund Name

Budgeted Item

Budget Adjustment Attached

*Mike Reynolds*  
Department Director

08/17/2012  
Date

Previous Ordinance or Resolution #

*Dr. Phillip*  
City Attorney

8-20-12  
Date

Original Contract Date:

Original Contract Number:

*Marsha Hutwagner*  
Finance and Internal Services Director

8/21/12  
Date

Received in City Clerk's Office  
08-17-12 P01:15 RCVD  
*Kim G.*

*Jim Man*  
Chief of Staff

8/21/12  
Date

Received in Mayor's Office  
ENTERED  
8/20/12  
PH

*David Jordan*  
Mayor

8/22/12  
Date

Comments:  
\* See attached email to PD. *(PK)*  
\* Supplemental docs received. Ready for Council *(PK)*

TO: Mayor Lioneld Jordan and Members of the City Council  
*Mike Reynolds*  
FROM: Mike Reynolds, Deputy Chief of Police  
DATE: August 17, 2012  
RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Fayetteville Taxi LC

**Recommendation:**

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Fayetteville Taxi LC.

**Background:**

City Ordinance 117 article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

**Discussion:**

Attached are copies of Mr. Larrabee's application for his certificate, proof of insurance and financial statement.

**Budget Impact:**

None.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO FAYETTEVILLE TAXI LC FOR THE OPERATION OF ONE (1) TO FOUR (4) TAXICABS IN THE CITY OF FAYETTEVILLE**

WHEREAS, the City Council of the City of Fayetteville, Arkansas finds that further taxicab service in the City is required by the public convenience and necessity; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas, taking into consideration the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience, and responsibility of the applicant, finds the applicant, Fayetteville Taxi LC is fit, willing, and able to perform such public transportation and to conform to the provisions of Article IV of Chapter 117 of the Fayetteville Code of Ordinances;

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants a Certificate of Public Convenience and Necessity to Fayetteville Taxi LC for the operation of one (1) to four (4) taxicabs in the City of Fayetteville, in accordance with Article IV of Chapter 117 of the Fayetteville Code of Ordinances.

**PASSED and APPROVED** this 4<sup>th</sup> day of September, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**From:** Jason Kelley  
**To:** Harter, James; Reynolds, Mike  
**Date:** 8/20/2012 12:01 PM  
**Subject:** Fayetteville Taxi LC

**CC:** Smith, Sondra; Williams, Kit

I have reviewed the agenda item sent through on the Certificate of Public Convenience and Necessity for Fayetteville Taxi LC filed by Stewart Larrabee.

There are some deficiencies in the application. First, by ordinance, the application is to be verified under oath before a Notary (Fayetteville Code § 117.32(B)). This application form does not have that. Harter signed it, but that is unnecessary, and I recommend against us doing that. (It very well might be that our form is out of date and needs a revision, but I am looking at our current ordinance requirements and the application form as submitted.)

Second, the applicant says the minimum number of vehicles to be permitted is "1" with a maximum number of vehicles being "4+". I do not believe this is responsive in that "4+" could be anywhere from 4 to any number higher than that (really no limit). That will be an issue for the Council to decide.

Third, proof of current insurance will have to be shown before the City Clerk can issue the certificate, even if approved by the Council. The insurance must contain a cancellation provision in which the insurance company is required to notify the city in writing not fewer than 30 days before cancelling, failing to renew, or making a material change to the insurance policy. The application contains an insurance quote and a finance agreement for the premiums, but proof of actual coverage will still be required before a certificate can be issued.

I will go ahead and prepare a resolution for the Council to consider, but it is my opinion that Fayetteville Taxi LC needs to have their application notarized before it can be considered.

If you have any questions, let me know.

Jason K.

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*Jason B. Kelley*  
*Assistant City Attorney*  
City of Fayetteville, Arkansas  
113 W. Mountain St., Suite 302  
Fayetteville, Arkansas 72701  
Telephone (479) 575-8313  
Facsimile (479) 575-8315  
Email: [jkelly@ci.fayetteville.ar.us](mailto:jkelly@ci.fayetteville.ar.us)  
Website: [www.accessfayetteville.org](http://www.accessfayetteville.org) ( <http://www.accessfayetteville.org/> )

## Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

STEWART LARRABEE                      2556 W. MT. COMFORT RD #10  
FAYETTEVILLE AR 72704      954-829-7961  
Applicant Name                      Address                      Phone Number

FAYETTEVILLE TAXI LC                      DISPATCH NUMBER PENDING  
Name of Business                      Phone Number

PROPOSED DOWNTOWN OFFICE LOCATION PENDING - IF NEEDED  
Business Location

2556 W. MT. COMFORT RD., #10, FAYETTEVILLE, AR 72704  
Mailing Address

LC (SAME AS LLC)  
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

STEWART LARRABEE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of person to whom complaints should be directed:

STEWART LARRABEE  
\_\_\_\_\_

Financial status of applicant (Attach financial statement or profit and loss statement)

ATTACHED

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

NO KNOWN JUDGEMENTS - FAYETTEVILLE TAXI LC NEW COMPANY.

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

DRIVER AT DYNASTY TAXI LAST YEAR DURING PEAK GAME SEASON,  
DRIVER AT GREEN CAB Co. PREVIOUS TO THAT, PERFORMED HEAVY  
DRIVING AS CONSTRUCTION PROJECT MANAGER, GOVERNMENT WORK.

Give any facts you believe tend to prove the necessity of granting a certificate:

INFORMATION WILL BE PROVIDED TO CITY COUNCIL IN PERSON, BASED ON;  
WAIT TIMES, CUSTOMER SERVICE, ADHERENCE, DUI FREQUENTLY,  
AND OTHER INFORMATION. SOME WRITTEN SUPPORT ATTACHED. (X)  
(LETTERS OF TIM FARRELL & CHRIS VARGA)

List the number of vehicles that will be under your operation or control:

STARTING WITH  
1

Minimum and Maximum number of vehicles to be permitted:

1 4+ <sup>AS PER</sup> C.C.  
Minimum Maximum

List the location of proposed depots and terminals:

VARIOUS LOCATIONS AS NEEDED IN THE ENTERTAINMENT DISTRICT -  
INCLUDING DICKSON & WEST STREETS, DOWNTOWN, AND THE LIKE.

**Describe the color scheme or insignia to be used to designate your vehicle:**

IN HONOR OF THE RAZORBACKS, RED & WHITE MARKINGS

**List your days and hours of operation:**

TO START - PEAK P.M. TIMES AS NEEDED, 6PM TO 4AM  
ANTICIPATED, AND GROWING TO 24 HRS; <sup>COVERAGE OF</sup> SPECIAL EVENTS

**List any days you do not propose to provide taxicab service to the general public:**

TBD - CHRISTMAS? HOWEVER, WILL BE "ON-CALL".

**List your proposed passenger rate schedule:**

PER CITY REQ. - CITY STANDARDS.

Sgt. Jan W. Hart #152  
Police Department Representative

8-16-12  
Date

August 13, 2012

To the City of Fayetteville,

Mr. Tim Farrell of Farrell's Lounge supports the need for additional Taxicab Operators in Fayetteville, as the current wait-times during the off-peak season are excessive.

Mr. Larrabee has been a driver at another Taxi Company and has personally provided myself quality service and should be given the opportunity operate his own company.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Farrell". The signature is written in a cursive style with a large, stylized initial "T".

Mr. Tim Farrell



August 13, 2012

To the City of Fayetteville,

Mr. Chris Varga of Sideways supports the need for additional Taxicab Operators in Fayetteville, as the current wait-times during the off-peak season are excessive along with poor customer service by some of the current providers.

Mr. Larrabee has been a driver at another Taxi Company and has personally provided myself quality service and should be given the opportunity operate his own company.

Sincerely,

Mr. Chris Varga

A handwritten signature in black ink that reads "Christopher Varga". The signature is written in a cursive style with a large, stylized initial "C" and "V".

Fayetteville Taxi LC  
Stewart Larrabee  
2556 W Mt Comfort Rd, #10  
Fayetteville, AR 72704

August 16, 2012

City of Fayetteville  
Attn: Sgt. Harter  
100 W Rock St  
Fayetteville, AR 72701

Please accept this letter as a financial statement on behalf of Fayetteville Taxi LC with the pending taxi operators permit application(s).

Fayetteville Taxi LC is a brand new entity and is an Arkansas limited liability company (copy attached).

Fayetteville Taxi LC and/or Stewart Larrabee have no known judgment(s).

Sincerely,

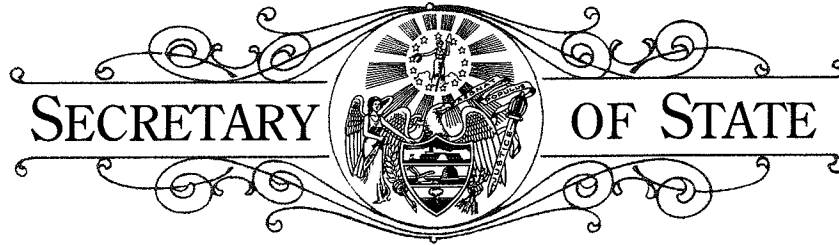


Stewart Larrabee  
Fayetteville Taxi LC

**COPY**

C 1 LC

**STATE OF ARKANSAS**



**Mark Martin**

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

**Articles of Organization**

of

**FAYETTEVILLE TAXI LC**

filed in this office  
August 14, 2012.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 14th day of August, 2012.



*Mark Martin*

Arkansas Secretary of State

Fayetteville Taxi LC  
August 16, 2012

Note regarding insurance coverage:

The current attached quote is showing 300/300/300 for base coverage, which exceeds the required coverage of 25/50/25.

The attached quote shows that the entity is insurable. Current proof of coverage is already required to be submitted to the City before any taxi company starts providing services, along with vehicle inspections and verification of appropriate approved drivers and the like.

Other insurance quotes are pending as this quote is a bit overpriced. If a different underwriter is ever chosen by Fayetteville Taxi LC, proper timely submission will occur to the City of Fayetteville and will always meet any minimum requirements including the required 30 day cancelation notice.

Sincerely,



Stewart Larrabee  
Fayetteville Taxi LC

## INSURANCE QUOTATION

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

**DATE ISSUED:** August 15, 2012

**PRODUCER:** AARON ADAMS, INC #901425  
3075 NORTH MARKET AVENUE SUITE 1  
Fayetteville, AR 72703

**INSURED:** **Stewart Larrabee dba: Fayetteville Taxi LC**  
**256 W. Mt. Confort Road #10**  
**Fayetteville, AR 72704**

**COVERED LOCATION:** **256 W. Mt. Confort Road #10, Fayetteville, A R 72704**

**INSURER:** National Liability & Fire

**COVERAGE:** Business Auto

**POLICY PERIOD:** 8/15/2012 TO 8/15/2013

**TERM:** 365

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS:** 300,000 csl Liability  
300,000 csl UM/UIM bi only  
300,000 csl UMPD  
\$5,000 s/v 2001 Ford Windstar - 7 passengers  
100 Mile - Taxi Service - based on 1 driver 48 Clean driving record  
Subject to: fully completed signed company application, Company acceptable MVR on each driver and NO losses prior to binding

**DEDUCTIBLE:** 500/500 Comp/Coll  
each & every claim and unit

**PREMIUM:** \$4,989.00

**FEES:** \$200.00 **Fully-Earned**

**TOTAL:** \$5,189.00

**Subject to a REQUIRED 32 day cancellation from receipt date of request on ANY policies with DOT Filings or State Certificates Issued.**

NOTE: Policies are bound by receiving either a fax or email of completed application, or postmark of application and bind request. This premium quoted reflects underwriting information received and is valid subject to company approved MVR's, Inspection and completed signed application. The quoted premium is based on the information currently in the file; the premium may change upon receipt of any new or additional information.

**TERMS / CONDITIONS:**

(a) **25% OR \$250.00 (WHICHEVER IS GREATER) MINIMUM EARNED PREMIUM AT INCEPTION.  
NO FLAT CANCELLATIONS**

(b) **ENDORSEMENTS / NOTABLE EXCLUSIONS:**

(c) **ATTACHMENTS / SUBJECT TO:**

Strict Radius

\*In order to bind coverage we must receive a request in writing. No agent has the authority to bind coverage. Notice to your agency is NOT notice to M J Kelly.

\*Subject to a complete signed , and dated application upon binding

\*It is expressly understood and agreed by the insured by accepting this instrument that M J Kelly is not an insurer and shall not be liable in any way nor to any extent for any loss or claim.

\*ANY EMPLOYEES HIRED DURING THE TERM OF THIS POLICY MUST BE REPORTED TO MJ KELLY.  
THIS INCLUDED BOTH DRIVING AND NON DRIVING EMPLOYEES.

\*Subject to no undisclosed losses

\*Renewal is Subject to No Changes in Exposure for this Risk. It is your responsibility to confirm with the insured if there have been any changes and advise us of any changes in the risk.

\*Subject to acceptable Company ordered Inspection

\*Unreported drivers may jeopardize coverage

\*The underwriter reserves the right to amend or withdraw terms upon review of information.

\*In order to bind coverage we must receive a request in writing. No agent has the authority to bind coverage.

\* Any Driver under the age of 21 must be excluded. Any Driver under the age of 25 must be approved by the company, prior to adding to policies.

\$ Coverage will be bound effective the date of you agency check or ACH p.ayment is received in our office, subject to funds clearing.

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

**COMMISSION:** 9%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAYBE WITH-DRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING. NO AGENT HAS BINDING AUTHORITY. THIS QUOTE IS VALID FOR THIRTY DAYS FROM THE DATE OF ISSUE.

**AUTHORIZED REPRESENTATIVE**  
**Rhonda Branum X 115**

**This quotation shall confer upon the Producer no authority, expressed or implied, to bind or obligate MJ Kelly Company in either respect.**

**It is understood that according to the producer agreement, that no insurance submitted for consideration is effective until acceptance is indicated in writing or a policy or binder is issued by MJ Kelly Company.**

**TOTAL NUMBER OF PAGES: 2**  
**INSURED: Stewart Larrabee**  
**DATE ISSUED: August 15, 2012**

Reference #:0314653

# Finance Agreement

M. J. KELLY COMPANY

PO Box 231  
Turners, MO 65765

Phone: 417-883-2688 Fax: 417-883-7103

QUOTE # 0314653A.1

<b>INSURED:</b> Stewart Larrabee 111 Fayetteville, AR 72704 0000000000	<b>AGENT:</b> Aaron Adams, Inc 3075 NORTH MARKET AVENUE SUITE 1 Fayetteville, AR 72703 479-443-5050
--	---

POLICY NUMBER	INSURANCE COMPANY OR GENERAL AGENT	EFFECTIVE DATE	TERM	COVERAGE TYPE	PREMIUM
TBD	National Liability & Fire	8/15/2012	12	Automobile	\$5,189.00

In consideration of the payment by M. J. KELLY COMPANY of the AMOUNT FINANCED of the premium described above for my account and on my behalf, I hereby accept the following terms and conditions. (Continued on Page 2)

A	B	C	D	E	F
TOTAL PREM, TAXES, FEES	CASHDOWN PAYMENT (TOTAL DOWN PAYMENT)	AMOUNT FINANCED Amount of credit provided to you or on your behalf.	FINANCE CHARGE The dollar amount the credit will cost you	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments	INTEREST RATE
\$5,189.00	\$1,597.00	\$3,592.00	\$281.87	\$3,873.87	17.5%

The finance charge includes a setup fee of \$15.00

**CREDITOR** M.J. KELLY COMPANY

**SECURITY:** You are giving a security interest in the unearned premium funds due under the policy being purchased

**LATE CHARGE:** If a payment is late, you will be assessed a late charge. For additional information about late charges, see item 19 on page 2 of this agreement

**PREPAYMENT, NON-PAYMENT AND DEFAULT:** If you pay off early, you may be entitled to a refund of part of the finance charge, although you may have to pay a pre-payment penalty. See page 2 of this document for any additional information about non-payment, default and prepayment refunds and penalties.

**YOUR PAYMENT SCHEDULE WILL BE:**

G	H	I	J
NUMBER OF MONTHLY PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENTS ARE DUE	FIRST PAYMENT DUE
9	\$430.43	Monthly on 15th	9/15/2012

**ITEMIZATION OF AMOUNT FINANCED:** IN THIS AGREEMENT, THE AMOUNT PAID ON YOUR BEHALF IS:

THE UNDERSIGNED AGREES TO THE PROVISIONS ABOVE AND ON PAGE 2

**NOTICE:** A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES

B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THE AGREEMENT.

C. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND ON THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS AGREEMENT AND RECEIVED A COPY THEREOF

\_\_\_\_\_  
SIGNATURE OF WITNESS/AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF INSURED/APPLICANT

AGENT / BROKER WARRANTY

The undersigned hereby warrants that (1) the policies are in full force and effect (2) the insured has received a copy of this agreement (3) the above note is valid and correct and represents a bona fide transaction (4) the undersigned appoints M. J. KELLY COMPANY or its agent its Attorney-in-Fact to do every act or thing necessary to collect and discharge the same, and to demand and collect any premiums on account of cancellation of the said policy(ies) (5) no policy(ies) are non-cancellable, subject to retrospective rating or subject to special cancellation provisions other than indicated in this agreement (6) all unearned commissions, premiums and dividends will be returned to M. J. KELLY COMPANY.

As collateral security for the payment of this obligation the party executing this Agreement agrees as follows:

1. Assigns to hold (and otherwise grants a lien to holder) all rights to return premiums which may in any manner become payable to or under the policies listed on the Agreement. (subject, however to any prior perfected mortgages or loss payee interest). The holder hereof shall first apply any such payments to satisfy the amount due under this Agreement interest or late charges as may be provided herein and/or as are allowed by law and, except as to Illinois insureds, attorneys' fees and court costs as may be allowed by law, and remit any surplus then remaining to the party executing this Agreement at the address given hereon or to the agent-broker, in which said event holder shall have no further responsibility for the application of funds between the agent-broker and the buyer-insured, only such responsibility or dispute to be solely between the agent-broker and the buyer-insured and if be any deficiency, buyer-insured to responsible to holder for same. The obligation of any insurance company shall be fully satisfied by it making such payment to the holder, and it shall have no responsibility to see to the proper application of any such surplus, said duty remaining solely that of holder.
2. The party executing this Agreement shall not assign or otherwise encumber (except as may be provided herein) the policies listed herein, during the term hereof, and agrees that holder may correct typographical and computational errors without notice, provided that such corrections are in accordance with standard rates of holder.
3. In the event of any default in the payment of any installment due hereunder or in the event of an assignment without the consent of the holder hereof, or if the property insured is sold, or if the party executing this Agreement becomes insolvent or be declared bankrupt, or in the event of the death of the party executing this Agreement, such happening, default or breach shall be deemed an election on the part of the party executing this Agreement and/or his estates to cancel the policy/policies, and the holder, at his or its election, after giving the buyer-insured notice that said policy/policies will be cancelled, is neither authorized to notify the insurance company/companies shall make such payment direct to said agent-broker provided that such notice is accompanied by such organization of assignee.
4. In the event of the cancellation of the policy/policies by the insurance company/companies or any of then the return premium/premiums shall be paid direct to the holder hereof. If holder receives any payments from buyer-insured after cancellation procedures have been initiated or effected, holder at this option 1) may collect all past unpaid delinquency charges, and attempt to stop such cancellation or attempt to reinstate such policy (but shall have no responsibility for accomplishing such result), and if cancellation is stopped or the policy is reinstate shall so notify buyer-insured, or 2) may, without further notice apply said payment to any balance owing buyer-insured's account with FINANCE COMPANY without attempting to stop such cancellation or without attempting to reinstate said policy.
5. In the event the policy/policies are cancelled, the insurance company/companies are authorized and instructed to issue checks solely to holder of this Agreement, except as provided in Paragraph 3 hereof.
6. In the event a loss or losses are suffered under the policy/policies before all installments have been paid, then proceeds payable under the policy/policies shall be applied to the payment of the balance hereon and any check issued therefore by the insurance company/companies are authorized to so issue such checks without obligations as to application of proceeds.
7. If any of the insurance company/companies listed herein are declared insolvent or subject to receivership proceedings or placed in receivership or if holder shall in good faith feel insecure as to the financial or other legal status of one or more of the listed insurance companies, then the full amount payable hereunder shall as holder's option become forthwith due and payable without notice and the holder shall have the right to cancel said policies and pursue any and all of its other rights under this Agreement and particularly Paragraphs 3 and 6 hereof.
8. Buyer-insured and all endorsers hereof waive presentment for payment, demand, protest, and notice of protest.
9. Buyer-insured releases and discharges and agrees to hold harmless the holder hereof, and his or its agents, officers, employees, and assignees from liability or cause of action by reason of any cancellation made or notified or pursuant to provisions hereof.
10. No waiver by any holder shall be construed as a waiver of any other or subsequent default nor affect any rights incident thereto. No assignee of original holder shall be under any liability hereunder as an insurer or as an agent or employee of an insurer. The entire agreement between parties hereto is contained herein and there are no other conditions, provisions, understanding, or undertakings. This Agreement has been executed in the state of residence of FINANCE COMPANY, as indicated in the address section of this Agreement, and shall be construed under the laws of that State.
11. Buyer-insured agrees that the surrender of the policies shall not be necessary to entitle the holder to receive any return premiums or proceeds of loss and hereby authorizes each of the insurance companies to pay to holder all such return premiums and proceeds of loss proceeds of loss otherwise payable hereunder without requiring the surrender of any policy or certificate. But buyer-insured expressly agrees upon of holder at any time during the hereof to immediately forward such policies to holder, and failure to so forward after request of holder shall be a default subject to all of the rights provided for in Paragraph 3 hereof.
12. Buyer-insured agrees that no agent or broker soliciting and/or writing any of said policies was or is agent of any assignee hereof, all such agents or brokers having acted solely as agents of buyer-insured or of the insurance companies. No acts, representations, promises, or warranties of any such agents or brokers with respect to this contract or any of said policies shall be binding upon any assignee hereof.
13. Any notice mailed by holder to buyer-insured at the address given hereon shall be sufficient notice, but this provision shall in no way be deemed or construed to require the giving of any notice not specifically provided for herein, and all rights and notices shall be of equal effect and notice to other persons who may be insured on any such policy in addition to the insured.
14. The term holder when used herein shall include within it meaning any assignee of the original holder.
15. If any of the terms hereof are against the public policy of the law of the applicable state, then such forms should be of no force or effect, provided however, the remainder of this Agreement shall continue to be of full force and effect.
16. Interest accrues from the earliest date policy financed hereunder. A charge shall be made in addition to all other charges for processing cancellation of the insurance policies financed hereunder.
17. A check returned to holder by the insured's bank for any reason, shall be deemed a default by the insured and the holder shall have the right to cancel all policies financed hereunder, and pursue any all of its rights under this Agreement, particularly Paragraph 3 hereof. The holder may charge the insured a special service fee for the handling of returned checks.
18. The buyer-insured hereby irrevocably appoints FINANCE COMPANY ATTORNEY IN FACT and grants to FINANCE COMPANY full authority to effect cancellation of said policies and to receive and receipt for all sums assigned to FINANCE COMPANY until such time that the entire amount due is paid. Any such sums shall be credited to said amount due and surplus shall be paid to the buyer-insured. In the event of deficiency, the buyer-insured agree to pay the same, with interest.
19. When installments are not paid when due, late charges shall be made on all installments at the rate of 5% of the delinquent installment with a minimum late charge of \$10.00 on each delinquent installment.

NOTICE: SEE FIRST PAGE FOR IMPORTANT INFORMATION

**If your account goes into cancellation status, we will charge a \$15.00 fee.**



**Schedule H**

**AUTHORIZATION AGREEMENT  
DIRECT PAYMENTS (ACH DEBITS)**

I (we) hereby authorize \_\_\_\_\_, hereinafter called COMPANY, to debit entries to my (our) account indicated below and the Financial Institution named below, hereinafter call FINANCIAL INSTITUTION, to debit same to such account. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with the provisions of U S. law I understand that my signature authorizes a one time non-refundable \$20.00 setup fee

\_\_\_\_\_  
(Financial Institution Name) (Branch)

\_\_\_\_\_  
(Address) (City-State) (Zip)

\_\_\_\_\_  
(Routing/Transit Number) (Account Number) Type of Acct: \_\_\_ Checking \_\_\_ Savings

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

\_\_\_\_\_  
(print individual name) (print individual name)

\_\_\_\_\_  
(print individual ID number) (print individual ID number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM**  
*(Customer retains second copy)*



Columbia Insurance Company  
National Fire & Marine Insurance Company  
National Liability & Fire Insurance Company

National Indemnity Company  
National Indemnity Company of the South  
National Indemnity Company of Mid-America

### Public & Special Types Application

Review the application for accuracy. \* denotes information that needs to be completed.

- 1. Policy Term 08/15/2012 - 08/15/2013
- 2. Named Insured Stewart Larrabee
- \* 3. DBA \_\_\_\_\_
- 4. Entity Type  Individual  Partnership  Corporation  Other \_\_\_\_\_
- \* 5. Business Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_
- \* 6. Mailing Address \_\_\_\_\_ Website \_\_\_\_\_
- 7. City Fayetteville State AR Zip 72704
- \* 8. Premises Address \_\_\_\_\_
- \* 9. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- \* 10.  Yes  No Have you ever had insurance with one of the companies listed above?

<b>Coverages</b>	
Liability	\$300,000 Combined Single Limit
Uninsured & Underinsured Motorist	\$300,000 Combined Single Limit
Medical Payments	Not Purchased

#### Operations

- 11. Business Description Taxi Service
- \* 12. Vehicle Usage \_\_\_\_\_
- \* 13.  Yes  No New Venture? Years experience \_\_\_\_\_
- \* 14.  Yes  No Is this your primary business? If no, explain \_\_\_\_\_
- 15.  Yes  No Is your business for hire/for profit?
- \* 16. Gross receipts last year \_\_\_\_\_ Estimate for coming year \_\_\_\_\_
- 17.  Yes  No Do you operate in more than one state? If yes, list states \_\_\_\_\_
- \* 18. What is the largest city entered? \_\_\_\_\_
- \* 19.  Yes  No Is the transportation of people your primary business?
- \* 20.  Yes  No Are vehicles leased to drivers?
- \* 21.  Yes  No Do you transport physically disabled individuals? If yes, what percentage of the time? \_\_\_\_\_
- \* 22.  Yes  No Are vehicles equipped with a fare box or meter? If yes, which vehicles? \_\_\_\_\_
- \* 23.  Yes  No Do you have a scheduled route?
- \* 24.  Yes  No Do you ever transport unscheduled passengers?

#### Ambulance and Medical Transportation

- 25.  Yes  No Do autos without lights and sirens have lifts, ramps or wheelchair tie downs? If yes, which autos? \_\_\_\_\_
- 26.  Yes  No Are any autos operated 24 hours per day? If yes, which autos? \_\_\_\_\_
- 27.  Yes  No Are you the primary response unit for emergency (911) calls?
- 28. What percent of your ambulance dispatches are Emergency (Code 3 or 4)? \_\_\_\_\_
- 29. What percent of your ambulance dispatches are Non-Emergency (Code 1 or 2)? \_\_\_\_\_

#### Driver Training

- 30.  Yes  No Is operation part of a school curriculum?
- 31.  Yes  No Is class room instruction given?
- 32.  Yes  No Are autos equipped with dual controls? If no, which autos do not have dual controls? \_\_\_\_\_

#### Loss Experience

- \* 33.  Yes  No Have you ever been declined, canceled or non-renewed for this kind of insurance?  
If yes, explain \_\_\_\_\_
- \* 34.  Yes  No Have you previously had commercial auto insurance?  
If yes, name of prior insurance company \_\_\_\_\_
- \* Number of accidents in the past 3 years \_\_\_\_\_
- \* Include loss runs or provide details of losses \_\_\_\_\_

Drivers

	Name	Date of Birth	License			Experience	
			State	Number	Type	Type of Unit	# of Years
*	1 Stewart Larrabee	██████████	AR				
	2						
	3						
	4						
	5						
	6						
	7						
	8						

	Name	Accidents and Minor Moving Traffic Violations in Past 3 Years			Major convictions (DWI/DUI, hit & run, reckless, driving while suspended/revoked)		
		# of Accidents	Date(s)	# of Violations	Date(s)	Describe conviction	Date(s)
*	1 Stewart Larrabee						
	2						
	3						
	4						
	5						
	6						
	7						
	8						

\* 35.  Yes  No Are drivers covered by workers compensation?

Vehicles

	Year, Make, Model VIN	Body Style (Taxi, Ambulance, Hearse, etc.)	Original Mfg Seating Capacity	Garaging Address	Radius	Annual Mileage	Length of Stretch (Limo)	Emergency Lights & Sirens (S), Wheelchair Equip. (W)
*	1 2001 FORD WINDSTAR	Other - Taxi	7		100			
	2							
	3							
	4							
	5							
	6							

Veh. #	Physical Damage				Loss Payee (L) or Additional Insured-Lessor (A)
	Stated Amount**	Comp (C) Spec (S)	C/S Ded.	Collision Ded.	
1	5,000	C	500	500	
2					
3					
4					
5					
6					

\*\*Include the value of AVV equipment permanently installed in the vehicle

**Filings (complete if filings are being requested)**

36.  Yes  No Is an FHWA filing required? If yes, MC number \_\_\_\_\_  
What authority do you have?  Broker  Common  Contract
37. If you hold a broker's license, identify name filed with FHWA, FHWA docket number, and receipts from brokerage operations \_\_\_\_\_
38. If you are an interstate regulated carrier, identify your registration or base state \_\_\_\_\_
39.  Yes  No Is an intrastate filing needed? If yes, show state and permit number \_\_\_\_\_
40.  Yes  No Is MCS 90 endorsement needed?
41.  Yes  No Is our policy to cover all vehicles owned, operated or under lease to applicant?  
If no, explain \_\_\_\_\_
42.  Yes  No Do you enter Canada? If yes, where? \_\_\_\_\_
43.  Yes  No Do you enter Mexico? If yes, where? \_\_\_\_\_
44.  Yes  No Have you ever changed your operating name? If yes, explain \_\_\_\_\_
45.  Yes  No Do you operate under any other name? If yes, explain \_\_\_\_\_
46.  Yes  No Do you operate as a subsidiary of another company? If yes, explain \_\_\_\_\_
47.  Yes  No Do you own or manage any other transportation operations that are not covered?  
If yes, explain \_\_\_\_\_
48.  Yes  No Do you lease your authority? If yes, explain \_\_\_\_\_
49.  Yes  No Do you appoint agents or hire independent contractors to operate on your behalf?  
If yes, explain \_\_\_\_\_
50.  Yes  No Do you have agreements with other carriers for the interchange of vehicles or transportation of passengers?  
If yes, attach a copy of the current agreement and complete the following:  
With whom has such agreement(s) been made? \_\_\_\_\_
51.  Yes  No Do the parties named above carry automobile liability insurance?  
If yes, name of insurance company and limits of liability \_\_\_\_\_  
Under whose permit does each of the parties to the agreement(s) operate? \_\_\_\_\_
52.  Yes  No Is there a Hold Harmless in the agreement?
53.  Yes  No Do you barter, hire or lease any vehicles? If yes, explain \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quote #:

**REJECTION OF UNINSURED AND UNDERINSURED  
MOTORISTS COVERAGES, AND OFFER OF INCREASED UNINSURED LIMITS  
(ARKANSAS)**

**I. UNINSURED MOTORISTS COVERAGE**

Under Arkansas Insurance Laws (Section 23-89-403 of the Arkansas Code), Uninsured Motorists Coverage provides insurance for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of **bodily injury**, sickness or disease, including death, resulting therefrom.

Uninsured Motorists Coverage (Section 23-89-404) also provides insurance for the protection of persons insured thereunder for **property damage** to the insured for losses in excess of two hundred dollars (\$200). "Property damage" means damage to the insured's vehicle.

Under the law (Section 27-19-605), the minimum limits for Uninsured Motorists Coverage are:

- at least \$25,000 of coverage of bodily injury/death for each insured person who may be injured in any single accident, and
- at least \$50,000 of coverage of bodily injury/death for two or more insured people who may be injured in any single accident, and
- at least \$25,000 of coverage for property damage in any single accident.

**A. Offer of Increased Limits or Selection of Minimum Limits**

Under Arkansas Insurance Laws (Section 23-89-403 of the Arkansas Code), if you choose **not** to reject Uninsured Motorists Coverage, you, the insured named in the policy, have the right to purchase uninsured motorists coverage in limits up to the limits of third-party liability coverage you will carry under your automobile insurance policy. Alternatively, the law also permits you to reject any offered increased limits.

<b>Offer of Increased Limits of Coverage</b>	<b>Amount of Increased Premium (if any)</b>
\$25,000 / \$50,000 / \$25,000 or \$75,000 Single Limit	Contact your agent for amount of
_____ / _____ / _____ or _____ Single Limit	increased premium.

**Choose one of the following ("X" indicates your choice) and complete the limits desired where indicated, if applicable.**

I wish to purchase increased limits of Uninsured Motorists Coverage.

If you marked this box, then you must specify the limits which you desire. These limits cannot exceed your third-party liability coverage.

I select: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ or \_\_\_\_\_ Single Limit

I wish to **REJECT** the offer of any and all increased limits of Uninsured Motorists Coverage.

**B. Rejection**

The law permits you, the insured named in the policy, to reject the Uninsured Motorists Coverage in its entirety or to reject the property damage only portion of the Uninsured Motorists Coverage. The law requires that if you **do not** reject Uninsured Motorists Coverage for **bodily injury**, the insurer will **automatically** provide you with the coverage in the minimum limits prescribed by law.

You may **not** reject Uninsured Motorists Coverage if increased limits of Uninsured Motorists Coverage is selected in Section A above.

**Choose one of the following, if applicable ("X" indicates your choice).**

- I hereby **REJECT** Uninsured Motorists Coverage. The Uninsured Motorists Coverage offered is completely removed and deleted from the policy.
- I hereby **REJECT** the property damage only portion of the Uninsured Motorists Coverage. The property damage only portion of the Uninsured Motorists Coverage offered is completely removed and deleted from the policy.

**II. REJECTION OF UNDERINSURED MOTORISTS COVERAGE**

Under Arkansas Insurance Laws (Section 23-89-209), Underinsured Motorists Coverage enables the insured or his/her legal representative to recover from the insurer the amount of damages for bodily injury or death to which the insured is legally entitled from the owner or operator of another vehicle whenever the liability insurance limits of such other owner/operator are less than the amount of the damages incurred by the insured. Coverage shall not be reduced by the other party's insurance coverage except to the extent the injured party would receive compensation in excess of his/her damages.

Underinsured Motorists Coverage is available **only if** Uninsured Motorists Coverage is **not** rejected above.

The law permits you, the insured named in the policy, to reject Underinsured Motorists Coverage.

**Mark the following, if applicable ("X" indicates your choice).**

- I hereby **REJECT** Underinsured Motorists Coverage. The Underinsured Motorists Coverage offered is completely removed and deleted from the policy. This coverage **MUST** be deleted if Uninsured Motorists Coverage is deleted.



\_\_\_\_\_  
Signature of Named Insured (Representing all insureds)

\_\_\_\_\_  
Type or Print Name



\_\_\_\_\_  
Date

\_\_\_\_\_  
Policy Number (if known)

**MUST BE SIGNED BY THE APPLICANT PERSONALLY**

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Federal Highway Administration requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

Yes  No Will premium be financed? If yes, with whom \_\_\_\_\_

**ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.**

\_\_\_\_\_  
Witness Applicant's Signature Date

**Insured Contact Information**

Name Stewart Larrabee Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_ Email Address \_\_\_\_\_  
Relationship Owner Relationship \_\_\_\_\_

**TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE**

Yes  No Is this direct business to your office? If not, explain \_\_\_\_\_  
 Yes  No Is this new business to your office? If not, how long have you had the account? \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_

**REQUEST TO COMPANY GENERAL AGENT:**

Please quote  Please bind at earliest possible date and issue policy  
 Please issue policy effective \_\_\_\_\_ Coverage was bound by \_\_\_\_\_  
(Time and Date Bound by General Agent) (Name of Person in Company General Agency's Office Binding Coverage)

\_\_\_\_\_  
Applicant's Representative's Name and Address Phone No.

## Acknowledgment by an Individual

State of Arkansas

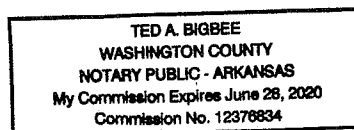
County of Washington

On this 20<sup>TH</sup> day of AUGUST, 2012, before me, Ted A. Bigbee the undersigned officer, personally appeared STEWART LARRABEE known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary's Signature

Ted A. Bigbee - Notary Public  
My commission expires June 28, 2020  
Commission No. 12376834



Seal

Document Description: CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY APP.



## Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

STEWART LARRABEE                      2556 W. MT. COMFORT RD #10  
FAYETTEVILLE AR 72704      954-829-7961  
Applicant Name                              Address                              Phone Number

FAYETTEVILLE TAXI LC                              DISPATCH NUMBER PENDING  
Name of Business    Phone Number

PROPOSED DOWNTOWN OFFICE LOCATION PENDING - IF NEEDED  
Business Location

2556 W. MT. COMFORT RD., #10, FAYETTEVILLE, AR 72704  
Mailing Address

LC (SAME AS LLC)  
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

STEWART LARRABEE

Name of person to whom complaints should be directed:

STEWART LARRABEE

Financial status of applicant (Attach financial statement or profit and loss statement)

ATTACHED


List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

NO KNOWN JUDGEMENTS - FAYETTEVILLE TAXI LC NEW COMPANY.

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

DRIVER AT DYNASTY TAXI LAST YEAR DURING PEAK GAME SEASON,  
DRIVER AT GREEN CAB Co. PREVIOUS TO THAT, PERFORMED HEAVY  
DRIVING AS CONSTRUCTION PROJECT MANAGER, GOVERNMENT WORK.

Give any facts you believe tend to prove the necessity of granting a certificate:

INFORMATION WILL BE PROVIDED TO CITY COUNCIL IN PERSON, BASED ON;  
WAIT TIMES, CUSTOMER SERVICE, ADHERENCE, DUI FREQUENCY,  
AND OTHER INFORMATION. SOME WRITTEN SUPPORT ATTACHED. (LETTERS OF TIM FARRELL & CHRIS VARGA) 

List the number of vehicles that will be under your operation or control: STARTING WITH 1

Minimum and Maximum number of vehicles to be permitted: 1 4  
Minimum Maximum

List the location of proposed depots and terminals:

VARIOUS LOCATIONS AS NEEDED IN THE ENTERTAINMENT DISTRICT -  
INCLUDING DICKSON & WEST STREETS, DOWNTOWN, AND THE LIKE.

Describe the color scheme or insignia to be used to designate your vehicle:

IN HONOR OF THE RAZORBACKS, RED & WHITE MARKINGS

List your days and hours of operation:

TO START - PEAK P.M. TIMES AS NEEDED, 6PM TO 4AM  
ANTICIPATED, AND GROWING TO 24 HRS; COVERAGE OF SPECIAL EVENTS

List any days you do not propose to provide taxicab service to the general public:

TBD - CHRISTMAS? HOWEVER, WILL BE "ON-CALL".

List your proposed passenger rate schedule:

PER CITY REQ. - CITY STANDARDS.

\_\_\_\_\_  
Police Department Representative

\_\_\_\_\_  
Date

**From:** James Harter  
**To:** Kelley, Jason  
**Date:** 8/20/2012 3:32 PM  
**Subject:** Re: Fayetteville Taxi LC

Mr. Kelley, Applicant Larrabee has already provided said notary and a more definitive description of his number of cabs. I have his paperwork in my office. How do you suggest I resubmit this paperwork?

>>> Jason Kelley 8/20/2012 12:01 PM >>>

I have reviewed the agenda item sent through on the Certificate of Public Convenience and Necessity for Fayetteville Taxi LC filed by Stewart Larrabee.

There are some deficiencies in the application. First, by ordinance, the application is to be verified under oath before a Notary (Fayetteville Code § 117.32(B)). This application form does not have that. Harter signed it, but that is unnecessary, and I recommend against us doing that. (It very well might be that our form is out of date and needs a revision, but I am looking at our current ordinance requirements and the application form as submitted.)

Second, the applicant says the minimum number of vehicles to be permitted is "1" with a maximum number of vehicles being "4+". I do not believe this is responsive in that "4+" could be anywhere from 4 to any number higher than that (really no limit). That will be an issue for the Council to decide.

Third, proof of current insurance will have to be shown before the City Clerk can issue the certificate, even if approved by the Council. The insurance must contain a cancellation provision in which the insurance company is required to notify the city in writing not fewer than 30 days before cancelling, failing to renew, or making a material change to the insurance policy. The application contains an insurance quote and a finance agreement for the premiums, but proof of actual coverage will still be required before a certificate can be issued.

I will go ahead and prepare a resolution for the Council to consider, but it is my opinion that Fayetteville Taxi LC needs to have their application notarized before it can be considered.

If you have any questions, let me know.

Jason K.

---

*Jason B. Kelley*  
*Assistant City Attorney*  
City of Fayetteville, Arkansas  
113 W. Mountain St., Suite 302  
Fayetteville, Arkansas 72701  
Telephone (479) 575-8313  
Facsimile (479) 575-8315  
Email: [jkelly@ci.fayetteville.ar.us](mailto:jkelly@ci.fayetteville.ar.us)  
Website: [www.accessfayetteville.org](http://www.accessfayetteville.org) ( <http://www.accessfayetteville.org/> )

**From:** James Harter  
**To:** Kelley, Jason  
**Date:** 8/20/2012 3:48 PM  
**Subject:** Fwd: Re: Fayetteville Taxi LC

**CC:** Smith, Sondra  
Yes sir. Thank you. I will forward the original onto the City Clerk's Office.

>>> Jason Kelley 8/20/2012 3:33 PM >>>  
I would take it to the clerk's office and we can put it with the other packet.

JK

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*Assistant City Attorney*  
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Fayetteville, Arkansas 72701  
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