

**City of Fayetteville Staff Review Form**

**2017-0089**

**Legistar File ID**

**3/21/2017**

**City Council Meeting Date - Agenda Item Only**

N/A for Non-Agenda Item

Greg Tabor

2/9/2017

Police /  
Police Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff requests hearing for Certificate of Public Convenience and Necessity regarding taxi application filed by Ambassador Taxi Company. Ambassador is under new ownership. This request is pursuant to City Ordinance 117.32 regarding "Public Hearing for Certificate."

**Budget Impact:**

<hr/>		<hr/>	
Account Number		Fund	
<hr/>		<hr/>	
Project Number		Project Title	
<b>Budgeted Item?</b>	<input type="checkbox"/>	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
<b>Does item have a cost?</b>	<input type="checkbox"/>	Item Cost	
<b>Budget Adjustment Attached?</b>	<input type="checkbox"/>	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 

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Original Contract Number: 

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Approval Date: 

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Comments:



TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Deputy Chief of Police 

DATE: February 9, 2017

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Ambassador Taxi Company.

**Recommendation:**

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

**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 is the application for Ambassador Taxi Company. The application contains all information needed as listed in City Ordinance 117.32.

**Budget Impact:**

None.

## Certificate of Public Convenience & Necessity Application/Renewal

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

Billy Deatherage 324 Ridgeman Av Lowell, Ar 72745 479-644-4925  
Applicant Name Address Phone Number

Ambassador Transportation Services 479-250-1594  
Name of Business Phone Number

1105 W Linda Ln Rogers Ar 72758  
Business Location

P.O. Box 41 Lowell, Ar 72745  
Mailing Address

LLC  
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

Billy Deatherage  
\_\_\_\_\_  
\_\_\_\_\_

Name of person to whom complaints should be directed:

Billy Deatherage  
\_\_\_\_\_

Type of Permit Requested: Taxicab  Limousine \_\_\_\_\_

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

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

NONE  
\_\_\_\_\_  
\_\_\_\_\_

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

Military - 20yr Retired Army  
Taxi Driver 2 1/2 yrs

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

Already operating past yr there  
Need reliable Taxi's within city

List the number of vehicles that will be under your operation or control: 6

Minimum and Maximum number of vehicles to be permitted: 3 6  
Minimum Maximum

List the location of proposed depots and terminals:

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

White minivans w/ top lights "A" has top hat  
Ambassador Logo B/K and Red lettering

List your days and hours of operation:

24/7 -

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

N/A

List your proposed passenger rate schedule:

Metered

Billy Deatherage  
Signature of Applicant

14 Dec 2016  
Date

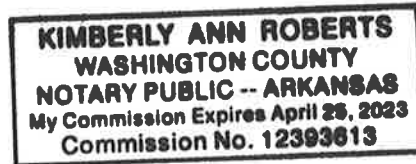
State of Arkansas  
County of Washington

On this the 14<sup>th</sup> day of December, 2016, before me,  
Kim Roberts, personally appeared Billy Deatherage  
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument  
and affirms that the statements in this document are true and complete.

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

My Commission expires: 4/25/2023

Kimberly Ann Roberts  
Notary Public



Sgt. Carter 270  
Police Department Representative

12/6/16  
Date

To whom it may concern:

12-14-16

I Billy Dealberge have  
operating under the name Destiny Limousine  
since Aug 1st of this last year.

Destiny Limousine has been operating  
for the last 4 yrs in the Rogers/Bentonville  
Area, and in the Fayetteville Area for the  
last 3 years.

I am clear from all debts as the  
new owner, other than operating expenses,

All of my vehicles are owned free &  
clear.

Sincerely  
Billy Dealberge  
Destiny Limousine

D.B.A. - Ambassador Transport

## AGREEMENT FOR SALE OF BUSINESS

AGREEMENT MADE between Dane Zimmerman and Darren Warren, hereinafter "Seller" and Bill J. Deatherage, hereinafter "Buyer".

The parties recite and declare:

1. Sellers own and conduct 100% of a business known as Destiny Limousines, LLC at 8200 SW Regional Airport Drive, Suite 2 City of Bentonville, County of Benton, State of Arkansas.

2. Sellers desire to sell 100% of said business and Buyer desires to buy 100% of such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Sellers agree to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, including the lease to such premises, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Appendix A, other than property specifically excluded.

2. **Consideration.** In consideration for the transfer of 100% of the above described business from Seller to Buyer, Buyer shall pay to Seller the sum of \$50,000.00 (fifty-thousand dollars), which Seller shall accept from Buyer in full payment therefore, subject to the terms and conditions herein contained.

3. **Terms of payment.** The purchase price shall be paid by Buyer to Sellers as follows:

(a) The sum of \$10,000.00 upon closing;

(b) The remaining balance of \$40,000.00 shall be owner financed by the sellers

(c) The buyer agrees to make two separate monthly payments in the amount of \$750.00 per month (\$1500.00 total) to Dane Zimmerman and Darren Warren;

(d) The first payment is due beginning on September 1, 2016, and will continue for 25 successive months with a final payment of \$500.00 each to Dane Zimmerman & Darren Warren due on November 1, 2018;

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- (e) If payment is not received by the 10th of each month, a 10% late fee will be assessed;
- (f) If the full payment is not made in 45 days, the buyer defaults on the loan and the business will automatically revert back to the sellers with no repayment due from the sellers;
- (g) In the event of a default, the buyer agrees that the sellers may sue him for the remaining payment;
- (h) In the event the buyer wishes to sell the company before it is paid off, the sellers have a right of first refusal;
- (i) If the sellers decline to exercise their right of first refusal, all remaining balances due on the finance agreement shall come due at the time of the business is sold.

**4. Adjustments at Closing.** Sellers will be solely responsible at the time of the closing for all expenses contained in Appendix B.

**5. Accounts Receivable.** After the sale of the Business, sellers will continue to receive all accounts receivable earned through July 31, 2016.

**6. Time of Closing.** The closing shall take place at the office of Seller's attorney, on August 1, 2016 at 1 o'clock . Upon payment of the portion of the purchase price then due to Sellers, Sellers shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

- 7. Representations of Seller.** Sellers represents and warrant that:
- (a) They are duly qualified under the laws of the State of Arkansas to carry on the business as now owned and operated.
  - (b) They are the owners of and have good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances, judgments, or liens are now pending or threatened against him or against the business.
  - (d) Sellers have complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.
  - (e) They will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

**8. Assumption of Liabilities.** Buyer agrees to assume 100% of those contracts listed in the attached schedule of property, Appendix

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A, and those liabilities that arise in the ordinary course of Seller's business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and all liability under the contracts and obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

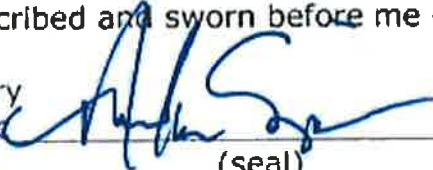
9. **Modification.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. IN WITNESS WHEREOF, the parties have executed this Agreement at the law office of Nolan, Caddell & Reynolds, 211 N 2<sup>nd</sup> St, Rogers, AR 72756.

  
\_\_\_\_\_  
Seller




  
\_\_\_\_\_  
Buyer

Subscribed and sworn before me on this 29<sup>th</sup> day of July, 2016.

Notary  
Public   
\_\_\_\_\_  
(seal)



Attachments:  
Appendix A: Schedule of Assets Included  
Appendix B: Schedule of Liabilities to Be Paid by Sellers

**Ambassador Transportation Services - Inventory**

Item	Additional Info (VIN/Serial Number)	QTY
2004 Lincoln Town Car	VIN: 1LNHM81W14Y634977	1
2007 Lincoln Town Car	VIN: 1LNHM81V47Y607459	1
2008 Dodge Grand Caravan	VIN: 1D8HN44H28B184581	1
Office Desk		3
Office Chairs		2
Reception Chairs		2
Filing Cabinet	2 Black Filing Cabinets	2
Desktop Computer	HP Tower and Flat Monitor	1
Desktop Printer	Epson Wireless Printer	1
Cisco IP Phones	Vonage VOIP Desktop Phones	3
Cordless Phone	Vonage VOIP Cordless Phone	1
Misc. Shop Equipment		

Appendix A

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## Appendix B

**Sellers will be responsible for the following debts at the time of closing:**

- 1. \$6000.00 to Butler Broadcasting**
- 2. \$1900.00 to Verizon Wireless**
- 3. All remaining invoices owed to owner operators as of July 31, 2016**

*Handwritten initials/signature in blue ink.*

MCGHEE INS NWA  
2894 W WALNUT STE A  
ROGERS, AR 72756



538762 33735 1 AB 0.399 PGULS01M 114 033735

Named insured

DESTINY LIMOUSINES LLC  
AMBASSADOR TRANSPORTATION  
PO BOX 41  
LOWELL, AR 72745

**Policy number: 02831369-0**

NAIC Number: 11770

Underwritten by:

United Financial Casualty Company

November 19, 2016

Policy Period: Jan 8, 2016 - Jan 8, 2017

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**progressiveagent.com**

**Online Service**

Make payments, check billing activity, print policy documents, or check the status of a claim.

**1-479-633-0505**

**MCGHEE INS NWA**

Contact your agent for personalized service.

**1-800-444-4487**

For customer service if your agent is unavailable or to report a claim.

# Commercial Auto Insurance Coverage Summary

## This is your Declarations Page Your coverage has changed

Your coverage began the later of January 8, 2016 at 12:01 a.m. or at the time your application is executed on the first day of the policy period. This policy period ends on January 8, 2017 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852AR (12/11), 1652AR (12/11), 1198 (01/04), 4852AR (05/07), 4881AR (12/11) and Z228 (01/11).

The named insured organization type is a corporation.

### Policy changes effective November 18, 2016

Premium change:	-\$149.00
Changes:	The driver information has changed.

The changes shown above will not be effective prior to the time the changes were requested.

**Outline of coverage**

Description	Limits	Deductible	Premium
Liability To Others			\$6,090
Bodily Injury and Property Damage Liability	\$300,000 combined single limit		
Uninsured Motorist	\$300,000 combined single limit		204
Underinsured Motorist	\$300,000 combined single limit		212
Uninsured Motorist Property Damage	\$25,000 each accident	\$200	77
Personal Injury Protection			222
Medical Expense	\$5,000 each person		
Income Disability	Rejected		--
Accidental Death	Rejected		--
Comprehensive			179
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			340
See Auto Coverage Schedule	Limit of liability less deductible		
<b>Subtotal policy premium</b>			<b>\$7,324</b>
Fees			40
<b>Total 12 month policy premium and fees</b>			<b>\$7,364</b>

**Rated drivers**

1. BILLY DEATHERAGE
2. BONNIE HAMMOND
3. VALERIE HEFFNER
4. BRADLEY MARS
5. JANET CRYDER
6. TODD ROBINSON

**Auto coverage schedule**

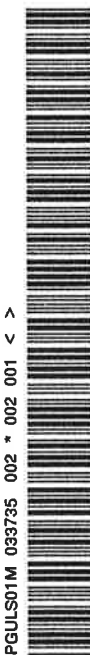
1. **2015 Dodge Grand Caravan**      Stated Amount: \*\$20,000 (including Permanently Attached Equip)  
 VIN: 2C4RDGBG4FR750479      Garaging Zip Code: 72712      Radius: 50

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
	\$1,491	\$45	\$47	\$17	\$54	

Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$1,000	\$179	\$1,000	\$340	<b>\$2,173</b>

2. **2008 Chevrolet Uplander**      Garaging Zip Code: 72758      Radius: 50  
 VIN: 1GNDV23168D126815

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
	\$1,533	\$53	\$55	\$20	\$56	<b>\$1,717</b>



3. **2008 Dodge Grand Caravan**

VIN: 2D8HN54P38R731825      Garaging Zip Code: 72758      Radius: 50

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
	\$1,533	\$53	\$55	\$20	\$56	<b>\$1,717</b>

4. **2008 Dodge Grand Caravan**

VIN: 2D8HN54P38R138854      Garaging Zip Code: 72758      Radius: 50

Liability Premium	Liability	UM BI	UIM BI	UM PD	PIP	Auto Total
	\$1,533	\$53	\$55	\$20	\$56	<b>\$1,717</b>

\*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

**Premium discount**

Policy	Business Experience
02831369-0	Business Experience

**Loss Payee information**

Loss Payee	Auto 1	Address
1.	Auto 1	WILLIAM HOLLINGSWORT 2182 SHUMATE LN SPRINGDALE, AR 72762 2015 Dodge Grand Caravan (2C4RDGBG4FR750479)

**Additional Insured information**

Additional Insured	Address
1.	NW AR RGNL ARPRT 1 AIRPORT DR BENTONVILLE, AR 72712
2.	WILLIAM HOLLINGSWOR 2182 SHUMATE LN SPRINGDALE, AR 72762

**Important Address and Telephone Information**

Arkansas Insurance Department  
 Consumer Services Division  
 1200 West Third Street  
 Little Rock, AR 72201  
 (800) 852-5494

**Customer Service Office Information**

You may contact Customer Service at 1-800-444-4487 or by mail at PO Box 94739, Cleveland, OH 44101.

**Company officers**



Secretary