

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL JANUARY 15, 2002

A meeting of the Fayetteville City Council will be held on January 15, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES.**
2. **PUBLIC PARKING:** A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.
3. **HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other development fees for homes to be constructed by Habitat for Humanity.
4. **SFCDC:** A resolution to waive the building permit fees and development fees for homes to be constructed by South Fayetteville Community Development Corporation.

B. OLD BUSINESS

1. **MOTOR VEHICULAR RACEWAYS:** An ordinance to regulate motor vehicular raceways. The ordinance was left on the first reading at the January 2, 2002, meeting.

C. NEW BUSINESS

1. **RECYCLING RECEPTACLES:** A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00

2. **WORKORDER SYSTEM:** A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00; and approval of a budget adjustment.
3. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief, and for other purposes.
4. **UNIVERSITY OF ARK:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement between the City of Fayetteville, Arkansas and the University of Arkansas to develop a strategic plan to define the physical and economic characteristics of the Arkansas Research & Technology Park; authorizing the mayor to sign said contract; and declaring an emergency.
5. **PARTS EXPEDITER:** A resolution authorizing the half time equivalent position of parts expediter in the Fleet Operations Division of the Public Works Department.

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STATE OF THE CITY ADDRESS

A. CONSENT AGENDA *Passed*

1. APPROVAL OF THE MINUTES.

RES. 3-20 2. **PUBLIC PARKING:** A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.

RES. 4-21 3. **HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other development fees for homes to be constructed by Habitat for Humanity.

RES. 5-22 4. **SFCDC:** A resolution to waive the building permit fees and development fees for homes to be constructed by South Fayetteville Community Development Corporation.

B. OLD BUSINESS

1. **MOTOR VEHICULAR RACEWAYS:** An ordinance to regulate motor vehicular raceways. The ordinance was left on the first reading at the January 2nd, 2002, meeting. *2ND as amended (10:30 pm)*

C. NEW BUSINESS

RES. 6-23 1. **RECYCLING RECEPTACLES:** *Passed* A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00

2. **WORKORDER SYSTEM:** A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00; and approval of a budget adjustment.
3. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief, and for other purposes.
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STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

- PASS*
3-02 1. ✓ **APPROVAL OF THE MINUTES.** *unmoved*
- 4-02* 2. ✓ **PUBLIC PARKING:** A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.
- 5-02* 3. ✓ **HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other development fees for homes to be constructed by Habitat for Humanity.
- ✓ **SFCDC:** A resolution to waive the building permit fees and development fees for homes to be constructed by South Fayetteville Community Development Corporation.

B. OLD BUSINESS

left on 2nd as amended ✓ **MOTOR VEHICULAR RACEWAYS:** An ordinance to regulate motor vehicular raceways. The ordinance was left on the first reading at the January 2, 2002, meeting. *left on Second as amended.*

C. NEW BUSINESS

- PASS*
6-02 1. **RECYCLING RECEPTACLES:** A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00

PASS
7-02

2. **WORKORDER SYSTEM:** A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00; and approval of a budget adjustment.

PASS
4364

3. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief, and for other purposes.

PASS
4365

4. **UNIVERSITY OF ARK:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement between the City of Fayetteville, Arkansas and the University of Arkansas to develop a strategic plan to define the physical and economic characteristics of the Arkansas Research & Technology Park; authorizing the mayor to sign said contract; and declaring an emergency.

PASS
8-02

5. **PARTS EXPEDITER:** A resolution authorizing the half time equivalent position of parts expediter in the Fleet Operations Division of the Public Works Department.

note advanced
8:40

City Council January 15, 2002

<u>Roll</u>			Regional airport Board forming Pewee		
Young	✓				
Zurcher	absent.				
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Coody	✓				

<u>Consent</u>	BD LG				
Young	✓				
Zurcher					
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Coody					

City Council January 15, 2002

<i>motor veh. accusing</i>	<i>H BD.</i>	<i>BD H</i>	<i>as amend on Sec 2 Hudgins BT.BD</i>	<i>BD 3rd check for law</i>	
Young	✓	✓	✓		
Zurcher					
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Coody					

<i>reception table Hudgins</i>	<i>KS HJ</i>				
Young	✓				
Zurcher					
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Coody					

City Council January 15, 2002

<i>Winkler System</i>	<i>KS PR.</i>				
Young	✓				
Zurcher					
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Coody					

<i>Civil Service</i>	<i>BD ²⁰⁰² PR.</i>	<i>BD ²⁰⁰² PR.</i>	<i>PASS</i>		
Young	✓	✓	✓		
Zurcher	—	—			
Trumbo	✓	✓	✓		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Coody					

6-1-

5-2-

City Council January 15, 2002

Left	KS ^{2ND} LA.	ICS ^{3RD} LA.	PASS	Green ^{4TH} ICS BD.	
Young	✓	✓	✓	✓	
Zurcher					
Trumbo	✓	✓	✓	✓	
Davis	✓	✓	✓	✓	
Santos	✓	✓	✓	✓	
Jordan	✓	✓	✓	✓	
Reynolds	✓	✓	✓	✓	
Thiel	✓	✓	✓	✓	
Coody					

PARTS EXP.	KS LA.				
Young	✓				
Zurcher					
Trumbo	✓				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Coody					

adjourned
8:40.

City Council January 15, 2002

Young					
Zurcher					
Trumbo					
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Santos					
Jordan					
Reynolds					
Thiel					
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City Council January 15, 2002

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City Council January 15, 2002

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Fayetteville
State of the City Address, 2002

2001 was an interesting year, indeed. Because of the slowdown of our national economy and the increases in costs, we have had to reduce our expenditures for 2002 while continuing to provide-and in some cases expand-municipal services to the growing public. Our department directors have provided you with an update of our accomplishments in 2001. I will note a few of the highlights from each department and provide the detailed lists for your further consideration.

Urban Development:

- We saw an increase in the issuance of building permits. The number of residential dwelling units rose from 551 in 2000 to 698 in 2001, an increase of 27%. Commercial permits for new construction rose from 27 to 38, or 42%. We expect this trend to continue in 2002.
- Our trails program has gotten off to an excellent start with advancement of a master plan, letting the first bids for construction, and getting strong community involvement in the planning and preliminary construction phases.
- We signed a user agreement with the Fayetteville Boys and Girls Club that includes city financial assistance in the construction of facilities adjacent to their proposed location.
- Our Master Parks Plan was completed, giving us direction for our city's recreational needs.
- We continued a discussion of impact fees that began in 2000 and we convened a stakeholder's committee to give the public an opportunity to fully consider the implications of these fees.
- We began addressing issues from a regional perspective, among them the need for a Regional Transit Authority comprised of the governments of N.W. Arkansas.

Public Works:

- The processing review period was reduced from about 8 weeks to 3 weeks and backlogs have been reduced.
- Engineering projects in 2001 are estimated at \$6.5MM in infrastructure improvements.
- The street overlay program installed more than 130,000 sq. yds. of new driving surface, representing 75% of targeted annual performance. Progress was hampered by chronic mechanical problems with the asphalt-paving machine. We are examining ways to increase efficiency in our paving program.
- We replaced and added over 2,200' of sidewalk and built two pedestrian bridges focusing on the safety of our school children.
- Fleet maintains more than 500 units with only 11 technicians. Over 1.3 million miles were logged in fleet in 2001.
- We secured overwhelming public approval and a 3% interest loan for our

\$120MM wastewater system overhaul.

General Services:

- Gary Dumas assumed the interim-management position of the Fayetteville Municipal Airport and restructured fuel sales, resulting in a 75% increase in air operations during 2000.
- We implemented a community-wide yard waste-collection system using compostable paper bags and eliminated the subscription fee.
- A program to collect construction debris in roll-off containers was initiated.
- We established a pilot-recycling program for apartments and 10 school-recycling programs.
- We reorganized the Animal Services Division to reduce expenses and increase efficiency, expanded the hours of operation, and focused on customer-service training for the staff.
- We began managing the design, contract review, construction, and marketing of the Arkansas Business and Technology Park on I-540 and coordinating with the University at the Genesis site.

Administrative Services:

- We completed the selection of a vendor for the Municipal Management System and negotiated the contract for Council approval.
- We planned and initiated the PICCS project.
- We organized a process for monitoring several of Fayetteville's construction projects.
- We initiated innovative use of video conferencing to screen senior management candidates saving time, effort, and money.
- We are undergoing a review of the Pay Plan process to ensure fairness and credibility.
- We are examining personnel policies, benefit programs, accounting practices, and inventory systems.
-

Economic Development:

- Fayetteville and the University are teaming up to become players in the "New Economy." Both the University and the City have acquired land for expansion.
- The U. of A. Board of Trustees approved a \$6MM expansion of the Genesis Center and a large scale plan is underway for the Research Park.
- Thanks to John Maquire, Arkansas Capital-the State's largest venture capital firm-is moving into the Center this week making at least \$15MM available to businesses in N.W. Arkansas.
- 15 companies are operating at Genesis, three of which opened in 2001. Three more are expanding in 2002.
- Genesis firms have received almost \$6MM in Small Business Innovation Research and Technology Transfer awards accounting for over 78% of these awards issued to businesses in Arkansas.

Police Department:

- We managed a \$1.7MM radio replacement project covering the entire City, replacing the 1985 system.
- Turnover in the Department was 7% compared to 14% in 2000.
- The Department implemented a civilian position for crime scene evidence collection and purchased a specially equipped van for crime scene searches.
- The Department purchased two digital cameras and reduced expenses associated with developing film.
- The Department gained internet access and many of our department members now have e-mail.

Fire Department:

- We received a Fire Safety/Education Grant from Cooper Industries for upgrades to the Fire Safety School Program and began the School Fire Marshall Program teaching children the importance of fire safety, providing training to 2500 children with our Fire Safe House.
- We hosted a regional Emergency Management class for area emergency responders and began updating the Local Disaster Plan with the Washington County Local Emergency Planning Committee.
- We participated in the F.E.M.A. training program dealing with the threat of terrorism.
- We experienced no citizen loss of life and reported only one minor injury to a fire fighter.
-

While this list of accomplishments and initiatives is impressive, I must emphasize that these represent only a few of the issues we have begun to address. Also, one should remember that we have been fully staffed for only the second half of the year and everyone had to get their feet on the ground. I am truly looking forward to what we are going to do in the upcoming year.

Fayetteville is moving forward with plans to do more with less. Our city is about to transform in ways that go beyond commercial and residential growth. We are building a social and economic infrastructure that will further solidify Fayetteville's position as having the best quality of life in Arkansas and this, in turn, will help strengthen our economic viability. With a long list of important construction projects scheduled in the near future, work must be staged to match our local contracting resources. The Town Center and Reynold's Stadium opened last year, and this year we anticipate the completion of our Senior Center and a new regional hospital. Some of the projects we look forward to seeing started this year are the Dickson Street renovation, Fayetteville Public Library, the Skate Park, the Boys and Girls Club, and several major street projects.

2001 was a year of transition, forging new priorities and direction for our community. We are capitalizing on new opportunities and partnerships.

We have modified our hiring practices in order to hire highly-qualified personnel and we have recruited outstanding talent to lead our departments and fill key staff positions. Our interview and selection process has proven effective in securing the best candidate for the job and support from the respective departments, boosting morale and productivity.

Along with improved teamwork within our ranks, we are developing a better relationship with our citizens and the customers we serve. We have already begun this with our "Project to Improve Citizen and Customer Services" (PICCS). We initiated this effort to find ways to reduce unnecessary red tape and increase efficiencies in our organization. Incorporating Hansen Technologies municipal management software will revolutionize the way City Hall and the public interact. And while we continue to develop better working relations with our business and environmental communities and our neighborhoods, we want to help foster better communication between those forces, as well. We have already seen that discussing concerns and reaching agreement at the beginning of a project benefits everyone.

We have strengthened partnerships with others outside City Hall in order to speed progress and are discovering new possibilities to advance our common goals. We are just beginning to reap the benefits of teaming with the University with professors and students from various disciplines becoming partners with local government. The departments of Architecture, Government, Business, Public Administration, Biological Sciences, and Engineering are working with this administration in areas as diverse as planning and urban design, habitat protection and trails, citizen and customer satisfaction, river basin water quality, and new, long-term economic strategies. Our improved relationship with the Arkansas Highway Department is producing positive results in the form of expedited approvals and more flexible design process. The Chamber of Commerce and the City are making substantial progress in several areas, including the Business and Technology Park on I-540. We have started discussions with the Fayetteville School District concerning the planning process for locating schools. Fayetteville and the Oklahoma Scenic Rivers Commission have begun a productive dialogue concerning nutrient loading in the Illinois River Basin. Fayetteville is in the early stages of putting together a symposium for smart growth, urban design, and community livability that will include our sister cities in N.W. Arkansas.

In this spirit of partnership, it is time for the citizens of Fayetteville and its leadership to come together and discuss a plan for our future. We have our annual budget, 5-year Capital Improvement Projects list, our Master Street and Parks Plan, and our bi-monthly Council meetings where we discuss a variety of

issues as they come before us. But we are operating without an adequate zoning map and without a strategic economic master plan. While it is important to make sure all the parts of the engine are working to take us down the road, it is equally important to know where our road is taking us. It's time for us to determine where we want to be after the passage of the next 10 years with goals clearly defined and supported by the community.

For this purpose, I propose that my office and this Council work together on a city-wide Focus Fayetteville project modeled after the Focus Kansas City project, and managed by our Urban Development Department and Planning Division. We will gather input, perspectives, and specific ideas from our citizens about traffic congestion, affordable housing, our quality of life, problems related to growth, and any other issues of concern, helping us chart a clear course for the future.

The state of our city is strong, yes, but it is much more than that. We are in the position to re-establish our leadership role in the region and the State. We must keep our eyes on the big picture of enhancing our quality of life with a clean, vibrant, innovative economy and a safe, healthy environment. We must challenge ourselves to work together for the good of the community. If we can do that, then Fayetteville's future is secure, indeed.

CITY OF FAYETTEVILLE URBAN DEVELOPMENT

Fiscal Year 2001 Review / Fiscal Year 2002 Preview

URBAN DEVELOPMENT DEPARTMENT COMPOSITION – The Urban Development Department is comprised of seven sub-units, including: Cable Administration, Community Development, Inspections, Library, Parks and Recreation, Planning and Public Lands Maintenance. This department contains approximately 82 employees with the 2001 and 2002 budgets being \$8,808,274 and \$5,906,129, respectively.

2001 HIGHLIGHTS

PARKS DIVISION – The most noteworthy event this year was the employment of an individual to focus on planning, designing and implementing a city wide trail system. Work began in the last quarter of 2001 on a master trails plan through use of a series of public work sessions in several locations across the city. In addition, the first of a series of workdays using volunteers was begun with great success on a portion of the center-prairie trail. The department also developed and submitted a request for funding of a skate park located in Walker Park. The design was a collaboration between city staff and individuals of all ages who are skaters. In addition, the division continued to work with representatives of a wide range of interest groups in order to identify and develop locations for their use.

The signing of a user agreement with the Fayetteville Boys and Girls Club that included city financial assistance in the construction of ancillary facilities adjacent to the proposed location was a significant accomplishment in 2001.

With respect to planning, the division completed work on a Parks Master plan. The document will be very useful to the department and to the city as work continues to meet the many and diverse recreation needs within the city.

PLANNING DIVISION – Work began in midyear on a study focused on the possible use of impact fees to help defray the costs associated with new development. A stakeholders committee was formed to help ensure that the issue would be fully discussed and debated. Those discussions are continuing and it is expected that the city council will deal with the topic in the first half of 2002. The division also participated in a program with the Center for Applied Spatial Technology (CAST). The project successfully compiled an inventory of infrastructure in several target areas within the city center. The data will be used in 2002 as the division begins a much-needed comprehensive review of current Zoning in place within the city. The staff also worked with the Planning Commission in developing a work plan for 2002. The document, which was the result of a retreat between commissioners and staff, establishes a number of priorities and issues that will be of great help to both the commission, staff and overall city policy in the coming year.

The staff has also completed an update of the 2020 General plan, which will be discussed and adopted by the commission and council in early 2002. A revised outdoor lighting ordinance will also be offered for consideration in early 2002. The division also staffed such important issues as the identification of land to secure as part of the Kohl's settlement, worked with parks staff on a forum to discuss city strategy relative to trails and greenways and assisted in developing strategic plan guidelines from the parks master plan for inclusion in the city general plan.

PUBLIC LAND MAINTENANCE - The major accomplishment in 2001 was the adoption of a revised ordinance dealing with the public policy approach to preservation and protection of our Tree resource. The adoption was the culmination of a 13-month long process that involved a broad cross-section of the community. The staff will be spending a great deal of time in the first 3-6 months of 2002 in an educational campaign to ensure that this important policy document is implemented and followed by all parties.

LIBRARY - The library staff spent 2001 in finalizing the design and siting of the new library. The 20+ million facility will go to bid in the first quarter of 2002. It will be the first green building in the city and will incorporate design features to ensure that it will be operated with maximum energy savings. The facility will be a significant addition to the on-going revitalization of downtown Fayetteville

COMMUNITY DEVELOPMENT DEPARTMENT - The staff, with assistance from the Urban Development Director, began a dialogue with the board of the Yvonne Richardson Center. The intent of this dialogue is to evaluate and analyze the operation of the center to ensure that it continues to meet its original objectives. A report will be made to the city council in the first half of 2002.

CABLE ADMINISTRATION - The division completed a very successful year with respect to its continuing coverage of public meetings involving city of Fayetteville issues. The quality and depth of the coverage provided remains without parallel in this state.

INSPECTIONS DEPARTMENT - While there is understandable concern over a national slowdown in the economy, the numbers for 2001 for building permits do not reflect that. There was an 8% increase in the total number of building permits issued in 2001. The number of residential units increased from 551 to 698. In the specific area of commercial permits involving commercial, industrial, church and school construction, 38 permits were issued in 2001 against 27 permits in 2000. There was a sizeable decrease in valuation in the commercial area given the fact that the 2000 numbers included Washington Regional with a valuation of \$53,800,000.

2002 Urban Development Major Anticipated Activities

PARKS DEPARTMENT

- ✓ The Parks Division was assigned the responsibility of management of the Lights of the Ozarks for 2002. The staff will utilize this opportunity to take this extraordinary event to new heights in 2002.
- ✓ 2002 will see the division focusing on continued improvements in the maintenance and mowing programs that are so important to the day-to-day operation of its parks. In addition, the department will be working with all the diverse interest groups within the soccer community to begin the location and development of the additional facilities that is so necessary for this sport.

PLANNING DEPARTMENT

- ✓ 2002 will see the Planning Division actively participating in the Focus Fayetteville process, which will be a part of the Mayor's action plan for the year. In addition, the division will be working with all parties to improve the communication and dialogue between the city and the various neighborhood associations that are active
- ✓ The Northwest Arkansas area will have a significant opportunity in the coming year to open a dialogue on addressing issues from a regional perspective. There will be discussion relative to the formation of a Regional Transit Authority. This issue, coupled with a regionally based forum to discuss our future will afford us a vehicle to deal with many of the issues associated with growth and the attendant pressure on the Quality of Life in this region.

COMMUNITY DEVELOPMENT

- ✓ In 2002, the staff and administration of Community Development will be reviewing all aspects of this program to ensure that the program is in accordance with all applicable federal regulations. From a regulatory perspective, HUD has expressed some concern over the rate at which grant recipients are utilizing the allocated funds in any given year. This issue will be discussed and resolved after discussion with those organizations that have received assistance.

CABLE ADMINISTRATION

- ✓ Cable personnel, in conjunction with the Urban Development Director, will be heavily involved in the first half of 2002 in ongoing negotiations with Cox Communications and in a review of the city agreement with Community Access Television.

INSPECTIONS DIVISION

- ✓ In 2002 the Inspection Division will be a principal participant in the annual Clean up Fayetteville campaign. The division, along with other divisions and departments, will identify target areas of the city where problems relating to the condition of housing stock and general overall appearance exist. Every attempt will be made to work with property owners and renters in these areas as inspections are made and warnings given. However, the division will remain focused on ensuring that all applicable ordinances relative to the abatement of nuisances and minimum housing standards will be complied with.

January 31, 2002



Honorable Randy Zurcher
Council Member
City of Fayetteville
116 W. Spring St.
Fayetteville, AR 72701

RE: Limited Issues Forum

Dear Council Member Zurcher:

Our local manager, Dennis Yocum, has forwarded your invitation to participate in the above referenced forum to me for response, as I would be the appropriate representative of our company in these circumstances. As I understand it, the forum is purported to be an opportunity for us to respond to our customers.

Customer communication is very important to us. As you may know, we have a sophisticated inbound telecommunications system staffed with knowledgeable customer service personnel available 24 hours a day, 7 days a week. We publish our phone number on the customers' bills each month and in the local telephone book. We also have a formal procedure whereby our customers can make their opinions known in writing. Mr. Yocum personally reviews and responds to each and every written comment.

It is also my understanding that the City of Fayetteville, as the local franchise authority, has staff dedicated to communications issues. Their duties include cable television regulatory oversight. In addition, there is a citizen's board that conducts regular public meetings to review basic rates filings and other issues related to cable television regulation. Therefore, we do not see the forum can serve any purpose or need that is not already being met.

Your invitation further suggested that other issues surrounding the franchise agreement between Cox Communications and the City of Fayetteville would be discussed during the forum. We think it is inappropriate for contractual negotiations to be conducted in public forums. From our perspective, we think such a venue might inhibit candid discussions where progress might be made. We do, however, think the outcome of such negotiations should be widely shared with the media and the public.

Although we find no additional benefit to our customers or us, I will, nonetheless agree to participate and represent our company if I can do so by telephone. As much as I would like to be there in person, I have prior obligations that make it impossible on this date. Please let me know if this is acceptable to you. I further understand that we must mutually agree upon a moderator. Our only interest is that they be professional and clearly unbiased. I would also like to know the format of the forum in advance.

Thank you very much for the invitation. If you have further questions, do not hesitate to call. My number is (903) 939-7818.

Sincerely,

Tomas J. Cantrell
Director of Government Affairs
Middle America Cox

cc: Mayor and City Councilors
NW Arkansas Times – Sarah Terry
The Morning News – Sharla Bardin
Dennis Yocum



Fayetteville Fraternal Order of Police

Lodge #10

P.O. Box 225

Fayetteville, Arkansas 72702

January 8, 2002

Alderman Trent Trumbo
2210 Aspen Drive
Fayetteville, AR 72703

Dear Mr. Trumbo:

Please accept this letter as the formal opinion of the Fayetteville Fraternal Order of Police Lodge #10 to **NOT support the resolution to have the authority to appoint and remove the Police Chief and Fire Chief with the Fayetteville Civil Service Commission.** Our vote to not support this resolution is based on our belief that it creates a potential conflict that could have a negative impact on an officer's due process rights in complaints against the Chief or in appeals on disciplinary matters. Also, officers would no longer be involved in the hiring process (as with the recent hiring of the Fire Chief) for Chief of Police candidates because all authority will be given directly to the Civil Service Commission.

Please call me at 442-7266 if you have any questions or concerns about this matter.

Respectfully,

Tad Scott
President, FOP Lodge #10

CC: Brenda Thiel
Cyrus Young
Bob Davis
Randy Zurcher
Lioneld Jordan
Bob Reynolds

STAFF REVIEW FORM

Wastewater System
C. 3. Page 1.☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of January 15, 2002

FROM:

Greg BoettcherWater and SewerPublic Works

Name

Division

Department

ACTION REQUIRED:

Approval of a Consultant Contract Amendment (original contract dated March 21, 2000) for Wastewater System Improvement Project in the amount of not more than \$578,918.24 to address: (1) Additional engineering services, outside original contract scope, by McGoodwin, Williams and Yates, Inc. - \$115,100.06, (2) Expanded sub-consultant services by Environmental Consulting Operations for environmental permitting for the Project - \$326,782.05, (3) Additional technical services by Hanifin Associates for public involvement program for the Project - \$88,836.13, (4) Land appraisal services by Reed and Associates, not included in the original Project scope, to assess the Project's potential impacts upon neighboring land values - \$2,600.00, (5) Cultural Resource Survey by Sponsored Research, not included in the original Project scope, to assess the Project's potential impacts upon historical and archaeological resources - \$45,000.00 and (6) Flood elevation analysis services, not included in the original Project scope, to define 100-year flood elevation for the West Side Treatment Plant site - \$600.00. Current contract amount is \$955,302.00, with the requested increase raising the contract value to \$1,534,220.24. Approval of a budget adjustment is requested. The funding of a budget adjustment for the approved contract increase is from the proceeds of the Series 2000 Water and Sewer Revenue Bond Issue.

COST TO CITY:

\$499,154.52-recommended

\$578,918.24 -requested

Cost of this Request

\$73.099

Category/Project Budget

Professional

Category/Project Name

5400-5700-5314-00

Account Number

\$73.099

Funds Used to Date

Wastewater Improvements

Program Name

98057-10

Project Number

\$ -0-

Remaining Balance

Water and Sewer Bonds- Since 2000

Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment AttachedBudget ManagerAdministrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting ManagerDateADA CoordinatorDateCity AttorneyDateInternal AuditorDatePurchasing OfficerDate

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division HeadDateCross ReferenceDepartment DirectorDate

New Item: Yes No

Administrative Services DirectorDate

Prev Ord/Res #: _____

MayorDate

Orig Contract Date: _____

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STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE, ARKANSAS
PUBLIC WORKS DEPARTMENT

ADMINISTRATIVE CORRESPONDENCE

TO: Mayor Dan Coody and City Council
City of Fayetteville, Arkansas

FROM: Greg Boettcher, Public Works Director

DATE: December 28, 2001

RE: Wastewater System Improvement Project
McGoodwin, Williams and Yates, Inc.
Engineering Contract Amendment

BACKGROUND

The City of Fayetteville (OWNER) and McGoodwin, Williams and Yates, Inc. (ENGINEER) entered into an agreement for engineering services (New Westside Treatment Facility -Study, Preliminary Design and Report) on March 21, 2000, the contract's total compensation for authorized services being \$955,302.00. This contract covers two phases of Engineering Services, the first being the aforementioned "Study, Preliminary Design and Report-Section IV.(A) and the second phase being the "Detailed Design and Preparation of Construction Plans and Specifications-Section IV.(B). Only the first phase services were negotiated and authorized by the City of Fayetteville. The engineering contract terms specifically noted that the compensation set forth in the agreement did not include costs for services associated with the requirements of the State Revolving Loan Funding Program. In addition, the agreement's terms specifically required all changes, modifications or amendments in scope, price or fees to be addressed by a formal contract amendment that is approved by the Mayor and City Council in advance of the change in scope, cost or fees.

The ENGINEER, in the performance of the authorized services, subcontracted with other engineering and technical consultants to fulfill the scope of work. The listing of subcontract parties and their subcontract values are as follows:

Boyle Engineering	\$ 99,985.00
Webster Environmental	\$ 83,820.00
Hanifin Associates	\$ 98,252.00
Environmental Consulting	\$ 17,086.00
Grubs and Hoskyn	\$ 14,000.00
M.J. Harden	\$10,980.00
Environmental Services	\$33,170.00

A copy of the Engineering Cost Summary, as set out with the engineering agreement of March 21, 2000 is included as Exhibit "A".

This engineering services contract was one of four contracts covering a comprehensive wastewater system improvement project (PROJECT) for the City of Fayetteville. Other consultants and PROJECT sub-elements included: RJN Engineers-West Side Collection System, Black and Veatch Engineers-Paul Noland Wastewater Treatment Plant and Garver Engineers- East Side Collection System. The City of Fayetteville did elect to finance the Wastewater System Improvement Project using the State Revolving Loan Fund as administered by the Arkansas Soil and Water Conservation Commission. This funding program does impose additional engineering, environmental and administrative burdens upon both the OWNER and ENGINEER. The ENGINEER has recently submitted a request for a contract amendment to cover the alleged changes, modifications and amendments in scope, price and fees. The requested contract amendment represents an increase of \$578,517.52, changing the contract amount from \$955,302.00 to \$1,533,819.52.

DISCUSSION

The information submitted by the ENGINEER has been summarized in the spreadsheet included herewith as Exhibit "B". This spreadsheet includes the original contract budget amounts, the current costs in each category as of December 2001 and the anticipated final costs to complete the facility planning/permitting/administrative tasks now underway or needed to complete the facility planning process. Following is a brief description of each cost category as to (1). nature of services provided, (2). scope of original services and (3). alleged additional services for which extra compensation is requested:

1. McGoodwin, Williams and Yates, Inc.-The authorized scope of engineering services related to the development of a preliminary design report for a new west side wastewater treatment plant, coordinating the plant's preliminary design with the other engineering consultants already retained by the OWNER for associated elements of the PROJECT. The engineering services scope was detailed in the agreement (Exhibit "C") and consisted of preliminary design activities including submission of a preliminary design report. The scope of services was reportedly expanded to include the following items, greatly increasing the level of effort: (a) Served as central coordinator for the PROJECT, (b) Expanded scope of engineering report from only the West Side Treatment Plant to include all four elements of the PROJECT including conformance with the requirements set by the Arkansas Soil and Water Conservation Commission for a (Wastewater Facility Plan, Preliminary Design Report, and Environmental Informational Document), (c) Assisted in the coordination of and preparation of applications for funding from the State Revolving Loan Fund, (d) Developed and implemented planning for the Broyles Road Extension, (e) Administration of the expanded environmental permitting for the PROJECT, (f) Expanded investigations into the biosolids management planning for the PROJECT, including investigation of additional alternatives and coordination of recommended strategy, and (g) Special investigations into West Side Industrial loadings. The costs for these services are above the approved amount.
2. Boyle Engineering- The services of this sub-consultant related to the provision of specialized technical assistance of wastewater process evaluations, (selection and preliminary design). Due to the increased use of in-house resources of McGoodwin, Williams and Yates, Inc. the costs for sub-consultant services was below budgeted levels, with the unused budget amount being transferred to the services of the prime consultant.

3. Webster Environmental-The services of this sub-consultant related to the provision of specialized technical assistance for odor control at the proposed West Side Treatment Plant, including assessment of odor potentials, evaluation of odor control alternatives and furnishing preliminary design recommendations for the selected odor control system. The costs for these sub-consultant services were below budgeted levels, with the unused budget amount being transferred to the services of the prime consultant.
4. Environmental Consulting Operations (ECO)-The original scope of services of this sub-consultant related to the provision of specialized environmental assistance for the permitting of the proposed West Side Wastewater Treatment Plant. The scope of this sub-consultant's work was reportedly expanded, greatly increasing the level of effort, including the following activities: (a) Expanded environmental permitting scope from the West Side Treatment Plant to include all four elements of the PROJECT, (b) Increased the scope of the Corps of Engineers 404 permitting from only the West Side Treatment Plant to include permitting for all four elements of the PROJECT, allowing continuity of activities and eliminating duplicated efforts by the other consultants, (c) Initiated work on the NPDES Storm Water Permit for the PROJECT, (d) Added the development of an Environmental Information Document (EID) to the scope of work, said EID addressing the entire PROJECT; the development of the EID being a specific requirement of the Revolving Loan Fund under the Arkansas Soil and Water Conservation Commission, (e) Participated in the public information program for the PROJECT funding, including attendance at public meetings, providing environmental information and justifications for the PROJECT and assisting in the dissemination of accurate environmental information about the PROJECT, (f) Assisted in the evaluation of and development of Candidate Conservation Agreement (CCA) for the PROJECT, to address prospective endangered species concerns, (g) Provided specialized environmental guidance regarding the environmental issues surrounding the planned construction at the former Research and Technology Park along Highway 540, including preliminary evaluations of site conditions, site issues and possible mitigation measures. A more detailed description of the services provided by ECO is detailed in the correspondence dated November 27, 2001, a copy of which is included as Exhibit "D". The costs for these sub-consultant services are above the approved amount.
5. M.J. Harden-The services of this sub-consultant related to the provision of current aerial photography for the West Side Treatment Plant Site, to support the preliminary engineering activities. The costs for these sub-consultant services were at budgeted level.
6. Grubbs-Hoskyn- The original scope services of this sub-consultant related to the performance of geotechnical services associated with the preliminary design of the West Side Wastewater Treatment Plant. The costs for these sub-consultant services were below budgeted levels, with the unused budget amount being transferred to the services of the prime consultant.
7. Hanifin Associates- The services of this sub-consultant related to the provision of professional guidance in the development of a public information program for the proposed West Side Wastewater Treatment Plant, including development of a methodology for the public involvement, arranging three public meetings to discuss the proposed new treatment plant and coordination of the program with others concerned. The scope of work by this sub-consultant was allegedly expanded to include such areas of additional work as: (a) Expansion of the public information scope from the West Side Wastewater Treatment Plant to include the entire PROJECT, (b) Increasing the extent of public informational meetings from the initially planned three meetings to approximately sixteen public information meetings, (c) Expanding and

formalizing the public involvement program to meet the specific requirements for Facility Planning/State Revolving Loan under the regulations of the Arkansas Soil and Water Conservation Commission, (d) Expanding the scope of the public information program to include the provision of written information/graphics/handouts to inform the public on the proposed Sales Tax Bond Issue held in November of 2001, (e) Expanding the scope of the public information program to include the use of video and web site mediums, and (f) Development of communication resources/tools/criterion to improve the effectiveness and clarity of the information presented to the public on the PROJECT. A more detailed description of the services provided by Hanifin Associates is detailed in the correspondence dated October 15, 2001, a copy of which is included as Exhibit "E". The costs for these sub-consultant services are above the approved amount.

8. Environmental Services Company-The services of this sub-consultant relate to the laboratory testing to provide background data for the preliminary design of the West Side Wastewater Treatment Plant. This work included water testing, sludge testing and sub-system raw wastewater testing. The costs for these sub-consultant services were below budgeted levels, with the unused budget amount being transferred to the services of the prime consultant.
9. Reed and Associates-The services of this sub-consultant were not included in the original scope of work of the engineering consultant. This sub-consultant provided a detailed land appraisal report that evaluated the effects of wastewater treatment plants upon the values of surrounding properties. The appraisal firm researched the values of specific properties, comparing their value prior to and after the construction of a wastewater treatment plant in their immediate vicinity. The analysis found no loss of land value when a wastewater plant was constructed near a private property. This analysis was not included in the original scope of work.
10. Sponsored Research (Arkansas Archaeological Survey)-The services of this sub-consultant were not included in the original scope of work of the engineering consultant. This sub-consultant's services are now needed to survey the PROJECT construction areas for the presence of historical and archaeological resources. The Arkansas State Historic Preservation Officer has required that the PROJECT include a Cultural Resources Survey, hence, the need for this sub-consultant. This sub-consultant utilizes local resources from the University of Arkansas and is an approved provider of Cultural Resource Survey Services. This survey was not included in the original scope of work.
11. TWH-The services of this sub-consultant were required to assess the flooding potentials of the proposed West Side Wastewater Treatment Plant. The flood mapping for the proposed plant site did not have specific 100-year flood elevations, as required for the design of wastewater treatment facilities. The new facilities must be able to withstand a 100-year flood without damages to equipment and structures. This sub-consultant performed a detailed hydrologic study of the site and established the design 100-year flood elevation. This analysis was not included in the original scope of work.

Recommendation

The final decision regarding any proposed contract amendment rests with the Fayetteville City Council. A review of the terms and conditions of the engineering services agreement finds that the City has no contractual obligation to approve the increased costs, as all changes in scope, costs and fees required prior approval. From a more liberal perspective, however, it is recognized that the scope of the PROJECT has changed as a result of the decision to use the Revolving Loan Fund to finance the PROJECT, increasing

the levels of effort by the ENGINEER. It is also noted that the agreement specifically exempted the work associated with the Revolving Loan Fund as a component of the scope. Accordingly, the following recommendations are provided regarding the requested increases in compensation, the recommendations being categorized by each cost category as follows:

- A. McGoodwin, Williams and Yates, Inc. - For actual services provided by the staff of the ENGINEER, an increase in costs of \$140,819.19 has been requested, which is offset in part by a \$81,819.85 underrun of certain sub-consultants (Boyle (-\$66,494.43), Webster (-\$6,835.07), Grubbs (-\$5,795.50), and ESC (-\$2,694.85). Accordingly, the net increase requested becomes \$58,999.34, of which, \$42,500.00 represents work yet to be performed. In addition to the direct labor, indirect labor and expenses requested under the proposed contract amendment, the ENGINEER is requesting that the fixed fee (profit at 10.15%) also be increased by \$55,700.00, raising the current agreement's fixed fee from \$88,105.00 to \$143,805.00. It is proposed that the fixed fee (profit at 10.15%) be limited only to the actual increase in the ENGINEER's costs, or 10.15% of the \$58,999.34 or a fixed fee increase of \$6,000.00. Accordingly, it is proposed that the \$196,919.91 increase request be reduced to \$64,999.34 (\$58,999.34 for direct labor, indirect labor and expenses plus \$6,000.00 for fixed fee increase).
- B. Environmental Consulting Operations - For environmental consulting services, ECO is requesting a total contract amount of \$343,868.05, increasing the original \$17,086.00 contract by \$326,782.05. While this sub-consultant has identified certain tasks that were not in the original scope of services and has attributed cost to each category, the resultant costs are deemed excessive. Of the \$326,782.05 contract increase, approximately \$58,000.00 relates to work that remains to be completed and \$251,696.05 represents work already performed without authorization. It is recommended that the OWNER consider discounting the invoice for work performed without prior authorization by a factor of 10.15%, reducing the contract increase by \$25,500.00. Accordingly, it is proposed that the \$326,782.05 increase request be reduced to an increase of \$301,282.05, bringing the total contract value to \$318,368.05 for all work. This approach to the cost overrun should address the hard costs of the consultant, but will remove profit from the work performed without prior authorization.
- C. Hanifin and Associates - For development of a public information program for the PROJECT, Hanifin and Associates is requesting a total contract amount of \$187,088.13, increasing the original \$98,252.00 contract by \$88,836.13. While this sub-consultant has identified certain tasks and services that were not in the original scope of services, and has identified certain activities that exceeded the original levels of involvement, the resultant costs are deemed excessive. All of the requested \$88,836.13 in increased contract compensations relates to activities already completed without prior authorization. It is recommended that the OWNER consider discounting the invoice for services performed without prior authorization by a factor of 10.15%, reducing the increase by \$9,000.00. Accordingly, it is proposed that the \$88,836.13 increase request be reduced to an increase of \$79,836.13, bringing the total contract value to \$178,088.13 for all work performed.
- D. Reed and Associates - For the land appraisal services, not included in the prime consultant's original contract scope, it is recommended that the engineering contract be increased by \$2,600.00. Since this work was not approved in advance, the 10.15% fixed fee should be denied, making the increase a total of \$2,600.00.
- E. Sponsored Research - For the performance of a Cultural Resource Survey, not included in the prime consultant's original contract scope, it is recommended that the engineering contract be increased by \$49,567.00. Since this work is to be approved in advance of the authorization, the

increase to the contract should include the cost of the cultural resources survey (\$45,000.00) and a 10.15% fixed fee (\$4,567.00), making the increase a total of \$49,567.00.

- F. TWH - For the performance of a 100-year flood level analysis, not included in the prime consultant's original contract scope, it is recommended that the engineering contract be increased by \$600.00. Since this work was not approved in advance, the 10.15% fixed fee should be denied, making the increase a total of \$600.00.

The following table includes a comparison of the original contract values, the contract values proposed by the ENGINEER, the contract values recommended for consideration as a negotiated amendment and the contract values that would be appropriate were the OWNER to consider denial of all costs incurred without prior approval by the Mayor and City Council:

<u>COST CATEGORY</u>	<u>ORIGINAL VALUE</u>	<u>REQUESTED VALUE</u>	<u>RECOMMENDED</u>
<u>VALUE</u>			
PRIME/SUBS	\$ 839,964.00	\$ 954,663.34	\$ 904,963.34
ECO	\$ 17,086.00	\$ 343,868.05	\$ 318,368.05
HANNIFIN ASSOC.	\$ 98,252.00	\$ 187,088.13	\$ 178,088.13
REED AND ASSOC.	\$ 0.00	\$ 2,600.00	\$ 2,600.00
SPONSORED RESEARCH	\$ 0.00	\$ 45,000.00	\$ 49,567.00
TWH	\$ 0.00	\$ 600.00	\$ 600.00
TOTAL	\$ 955,032.00	\$1,533,819.52	\$1,454,186.52

It is to be noted that the decision to pursue the State Revolving Loan Fund was recognized to be outside the scope of the original engineering contract's scope of services, as evidenced by the letter of transmittal to the Fayetteville City Council on February 29, 2000, a copy of which is included as Exhibit "F". While it was acknowledged that the change in scope may be necessary, it was the responsibility of the ENGINEER to communicate the need for a contract amendment to the OWNER, affording an opportunity for review and approval in advance of such change, increase or modification. Due to the magnitude of the contract overage and the absence of explicit communication to the OWNER regarding the increased scope/costs; the City Council has the options of accepting the request, rejecting the request or negotiating the contract amendment.

ATTACHMENT 6
ENGINEERING COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
MWY Project Number Fy-296

Engineering

McGoodwin, Williams and Yates

Direct Labor	\$183,635
Overhead on direct Labor (1.55)	284,634
Subtotal MWY Direct Labor + Overhead	\$468,269

Engineering Subcontracts

Boyle Engineering	\$99,985
Webster Environmental Associates	83,820
Subtotal Engineering Subcontracts	\$183,805

Total Engineering **\$652,074**

Technical Support Services

Environmental Consulting Operations, Inc	\$17,086
Geotechnical Services	14,000
Laboratory Sampling and Testing (3 Weeks)	33,170
Photogrammetry	10,980
Subtotal Technical Support Services	\$75,236

Public Involvement

Hanflin Associates, Inc.	\$98,252
Subtotal Public Involvement	\$98,252

Reimbursable Expenses

Air Travel	\$28,800
Car Rental	2,820
Lodging	4,425
Meals	4,590
GPS Equipment Rental	1,000
Subtotal Reimbursable Expenses	\$41,635

Total Estimated Project Costs	\$867,197
Professional Fee	88,105
Total Project Costs	\$955,302

TRAVEL COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

Air Travel

Site Visits	\$21,000
WEA	3,000
Boyle	<u>4,800</u>
	\$28,800

Car Rental

Site Visits	\$ 1,500
WEA	720
Boyle	<u>600</u>
	\$ 2,820

Lodging

Site Visits	\$ 2,625
WEA	900
Boyle	<u>900</u>
	\$ 4,425

Meals

Site Visits	\$ 3,150
WEA	540
Boyle	<u>900</u>
	\$ 4,590

WASTEWATER SYSTEM IMPROVEMENTS PROJECT

MC GOODWIN, WILLIAMS AND YATES, Inc.

ENGINEERING AND SUB-CONSULTANT COSTS SUMMARY

ITEM NUMBER	COST CATEGORY	CONTRACT BUDGET			CURRENT COSTS Dec-01	CURRENT STATUS Dec-01	PROJECTED COMPLETION COSTS - 2002	REQUESTED CONTRACT		PERCENTAGE CHANGE
		Labor	Expense	Total				ADJUSTMENT AMOUNT		
1	Prime Consultant Services	\$551,190.00	\$34,459.00	\$585,649.00	\$728,268.19	-\$143,618.19	\$782,168.19	\$198,519.19		133.58
2	Boyle Engineering	\$99,985.00	\$7,200.00	\$107,185.00	\$40,690.57	\$66,494.43	\$40,690.57	-\$66,494.43		37.98
3	Webster Environmental	\$83,820.00	\$5,180.00	\$88,980.00	\$62,144.83	\$6,835.07	\$82,144.83	-\$6,835.07		92.32
4	ECO (Environ. Consult. Ops.)	\$14,931.00	\$2,155.00	\$17,086.00	\$285,888.05	-\$289,782.05	\$343,888.05	\$328,782.05		2012.57
5	M. J. Harden	\$10,980.00	\$0.00	\$10,980.00	\$10,980.00	\$0.00	\$10,980.00	\$0.00		100.00
6	Grubbs-Hoshy	\$14,000.00	\$0.00	\$14,000.00	\$8,204.50	\$5,795.50	\$8,204.50	-\$5,795.50		58.60
7	Hanfin and Associates	\$76,752.00	\$21,500.00	\$98,252.00	\$187,088.13	-\$88,838.13	\$187,088.13	\$88,838.13		190.42
8	ESC (Environ. Svcs. Co.)	\$33,170.00	\$0.00	\$33,170.00	\$30,475.15	\$2,694.85	\$30,475.15	-\$2,694.85		91.88
9	Reed and Associates	\$0.00	\$0.00	\$0.00	\$2,800.00	-\$2,800.00	\$2,800.00	\$2,800.00		
10	Sponsored Research	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00		
11	TWH	\$0.00	\$0.00	\$0.00	\$600.00	-\$600.00	\$600.00	\$600.00		
		\$894,828.00	\$70,474.00	\$965,302.00	\$1,377,919.52	-\$422,617.52	\$1,533,819.52	\$578,517.52		

SCOPE OF WORK

1. DEVELOPMENT OF SCOPE OF WORK

2. CONTRACT DEVELOPMENT

3. PRELIMINARY ENGINEERING DESIGN

A. Project Coordination

1. Coordination with City - Monthly meetings and as needed
2. Coordination with consultants
 - a. Black and Veatch - as needed for sludge issues
 - b. RJN/McClelland - as needed for flow issues
 - c. Garver Engineers - as needed
3. Coordination with NPDES permitting - Preparation of final flow schematic and other items necessary for permitting.

B. Determine West Side WWTP Design Parameters

1. Define WWTP Influent flow hydrographs to be developed by RJN from existing or new flow data
2. Determine future flows - 20 year design horizon
3. Develop wastewater sampling and testing program within the existing collection system to determine projected influent loadings to the new West Side (BOD, TSS, TKN, NH₃-N, TP, etc.)
4. Determine the amount and type of flow equalization to be constructed
5. Establish effluent design parameters for preliminary design (with City's concurrence)

C. Wastewater Treatment Plant Site Related Items

1. Assemble available mapping from City for preliminary design
2. Conduct preliminary topographic wastewater treatment plant site survey
3. Determine 100 Year Flood elevations and floodway width based upon COE studies
4. Determine 100 Year Flood elevations due to altered site
5. Acquire aerial photography for detailed design
6. Determine site improvements (roads, drainage, etc.)
7. Determine conditions of site related regulatory permitting and prepare application documents

D. West Side WWTP Liquid Stream Process Selection and Unit Sizing

1. Develop Liquid Stream Alternatives to be screened (maximum of 4 alternatives for detailed cost analysis)
2. Site visits
3. Unit sizing and configuration
 - a. Influent pumping, screens and flow measurement
 - b. Grit and scum removal units
 - c. Flow equalization facilities
 - d. Biological treatment processes
 1. Alternative 1 - 3 Stage BNR
 2. Alternative 2 - 5 Stage BNR
 3. Alternative 3 - Bio N removal + chemical precipitation
 4. Alternative 4 - Other as determined by engineer & City
 - e. Final Clarifiers
 - f. Filtration
 - g. Disinfection
 - h. Pumps and pumping facilities
4. Electrical Requirements and power supply
5. Instrumentation - Remote operation of facilities
6. Process equipment selection - A maximum of 3 manufacturers
7. Ancillary buildings and laboratory
8. Provide opinion of probable Capital Cost and O & M for the four alternatives
9. Provide listing of advantages and disadvantages for each alternative (monetary and non-monetary)

10. Rank, evaluate and recommend selected alternatives
11. Issue Technical Memorandum No. 1 - Recommendations regarding liquid stream processes and unit sizing.

E. West Side WWTP Effluent Line

1. Evaluate WWTP effluent line size and route (maximum of three alternative routes)
2. Address technical issues with respect to Arkansas Law regarding any facilities required outside city limits
3. Provide preliminary Plan and Profile for selected route
4. Address future line(s) requirements
5. Evaluate and recommend pipe material
6. Recommend easement widths
7. Determine conditions of site related regulatory permitting and prepare application documents
8. Provide detailed Opinion of Probable Cost for effluent line
9. Rank, evaluate and recommend selected alternative (monetary and non-monetary)
10. Issue Technical Memorandum No. 2 recommendation regarding WWTP effluent line

F. Biosolids Stabilization and Disposal Options - West Side WWTP

1. Develop biosolids disposal options based upon West Side WWTP as a "stand alone" facility
2. Develop cost estimates for biosolids stabilization strategies
 - a. Class A sludge options (three maximum)
 - b. Class B sludge options (three maximum)
3. Develop Detailed Cost Estimates for four biosolids disposal options
 - a. Option 1 - Land Application
 - b. Option 2 - Transport to Remote Sites
 - c. Option 3 - Regional Concept
 - d. Option 4 - Other - to be defined during study
4. Site visits to review alternative processes and disposal options
5. Process Equipment Selections - A maximum of three manufacturers
6. Ancillary buildings
7. Pumps and pumping facilities
8. Electrical and Instrumentation
9. Prepare estimates of probable capital cost and O and M costs
10. Rank, evaluate and recommend selected alternatives (monetary and non-monetary)
11. Issue Technical Memorandum No. 3 recommendation regarding WWTP effluent line biosolids stabilization and disposal based upon the West Side WWTP as a "stand alone facility"

G. Biosolids Disposal Options - West Side WWTP and Paul Noland WWTP

1. Develop Joint Biosolids Strategy with B & V and develop detailed Cost Estimates for a maximum of three biosolids preparation options at the West Side WWTP.
2. Evaluate a maximum of four transport scenarios from West Side WWTP to the Paul Noland WWTP
3. Site visits to review alternate disposal options
4. Process equipment selections - A maximum of three manufacturers
5. Ancillary buildings
6. Pumps and pumping facilities
7. Electrical and instrumentation
8. Prepare estimates of probable capital cost and O and M costs
9. Rank, evaluate and recommend selected alternatives (monetary and non-monetary)
10. Meet with State Regulatory Agencies
11. Issue Technical Memorandum No. 4 - Jointly with Black and Veatch rank, evaluate, and recommend sludge disposal alternative for the West Side WWTP and Paul Noland WWTP

H. Odor Control Strategy

1. Define Odor Control Design Strategy
2. West Side WWTP Liquid Stream Odor Control Measures - Develop technical description of odor control measures and cost estimates for a maximum of four liquid stream treatment alternatives
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four liquid stream alternatives

Exhibit "C"

Scope of Work
Page 2 of 3

- d. Process equipment selection (a maximum of three manufacturers)
- e. Opinion of probable costs and probable O & M Costs for each of the four liquid stream alternatives
- f. List possible odor concerns for the system
3. West Side WWTP biosolids disposal alternatives – Develop technical description of odor control measures and cost estimates for a maximum of four biosolids disposal alternatives
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four biosolids disposal alternatives
 - d. Process equipment selection (a maximum of three manufacturers)
 - e. Opinion of probable costs and probable O & M costs for each of the four biosolids disposal alternatives
 - f. List possible odor concerns for the system
4. West Side WWTP and Paul Noland WWTP – Biosolids Disposal Alternatives – Develop odor control strategy joint biosolids disposal options with Black & Veatch and develop a detailed cost estimate for a maximum of three biosolids preparation options at the West Side WWTP.
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four biosolids preparation alternatives
 - d. Process equipment selection (a maximum of three manufacturers)
 - e. Opinion of probable costs and probable O & M Costs for each of the four biosolids preparation alternatives
 - f. List possible odor concerns for the system
5. Line work and lift stations - Provide input and recommendations and coordinate with RJN odor control mitigation measures to insure compatibility with West Side WWTP
6. Site visits to review alternative processes and equipment
7. Ancillary buildings

I. Develop Draft Recommended Plan for West Side WWTP Incorporating All Recommendations Accepted by the City

1. Prepare site layout for facilities to be initially constructed
2. Prepare site layout and conceptual plan for future expansion
3. Develop WWTP flow schematic
4. Develop WWTP hydraulic profile
5. Determine WWTP architecture
6. Develop conceptual drawings and renderings
7. Coordinate landscape plan with City staff
8. Prepare estimate of probable cost for the recommended West Side WWTP and outfall line
9. Prepare draft engineering report

4. PUBLIC INVOLVEMENT

- A. Develop methodology with Hanifin - Bonner and present draft plan for the WWTP facilities to public
 1. Meeting 1 with public
 2. Meeting 2 with public
 3. Meeting 3 with public
- B. Receive comments
- C. Revise plan, if necessary
- D. Coordinate Final Engineering Report with City and other engineering firms
- E. Prepare Final Engineering Report of facilities to be constructed at the West Side WWTP

5. SUBMIT FINAL ENGINEERING REPORT

- A. Submit Final Engineering Report to City
- B. Submit Final Engineering Report to State and Federal Agencies
- C. Submit recommended/approved plan to the Planning Commission
- D. Response to State and Federal Agencies

**ECO, INC.***"Integrating ECONomy and ECOlogy"*1313 Highway 229-5A
Benton, Arkansas 72015
Phone (501) 315-9009
FAX (501) 315-9035
e-mail: eco@aristotle.net

November 27, 2001

Jim Ulmer, P.E.
McGoodwin, Williams, & Yates, Inc.
909 Rolling Hills Drive
Fayetteville, AR 72703Re: ECO, Inc. projected costs for Section 404 permit for City of Fayetteville
Wastewater Improvements: MWY project # FY 296

Dear Jim,

As requested, I am providing information regarding projected costs for completion of the Section 404 permit application for the City of Fayetteville Wastewater Improvement Project. The City's decision-makers that are reviewing the projected costs should be aware that the Section 404 permit application for a project of this magnitude is a complex process that goes way beyond simply filling out applications forms. It will be important to develop the application in a comprehensive manner that provides the Corps with all of the required information. To date, we have printed a very rough draft of the 404 application. The introduction, narrative descriptions of the 76 stream crossings (including photos of streams) narrative descriptions of the 21 linework wetlands and 50 wetland data points (including photos of wetlands) comprise approximately 140 pages.

As required by the Corps, a Wetland Mitigation Plan, which details the compensatory mitigation to offset the wetlands that will be permanently altered at the Westside Wastewater Treatment Plant site, is to be submitted with the application. Currently, our rough draft Mitigation Plan totals approximately 170 pages (including 56 wetland data points and wetland photos) and will involve further development. By the time we complete the Section 404 permit, the document will be in the neighborhood of 350 to 400 pages, excluding appendices and attachments.

Although the Candidate Conservation Agreement (CCA) is coupled to the 404 permit, it will be outside the scope of the actual 404 permit application.

Consequently, I have not included the actual development of the CCA in the projected costs for the 404 application.

Below are descriptions of the tasks that remain to complete the 404 application:

1. Completion of COE Wetland Data Forms for Wetland Data Points

We have completed approximately 98% of the work for this task, contingent upon the lack of wetlands on the site selected for the mitigation wetland. This has been the most labor-intensive portion of the 404 application. It involved field identifications of potential wetland areas, soil characterizations, hydrological evaluations, identification of plant specimens to the species level, and completion of the Corps' wetland data forms. On the average, it takes about 8 man-hours per data point, depending on the location and number of plant species. With a total of 106 data points, a lot of labor was required.

As required by the Corps, additional fieldwork by ECO, Inc. will be necessary to mark the delineated wetlands in the field. I will attempt to get the Corps to agree to allow us to complete this after submittal of the permit application.

2. Compensatory Wetland Mitigation Plan

The site selection process for the mitigation site will be a joint effort by ECO, Inc. and MWY. Many variables must be evaluated in order to choose the location of the 17-acre constructed wetland. Building a functional wetland is much more involved than simply constructing a few berms to hold water. The design criteria will be developed as a part of the site selection process. ECO, Inc. will provide this information to MWY for the design work.

A water budget/hydroperiod analysis must be modeled to determine the source and volume of input during the growing season to provide for hydrologic support of the proposed structure and functions in order to determine the amount of water needed to support a wetland plant community. Calculations with major input and output components of a hydrologic budget will form the basis for the wetland design. The calculations will need to represent a variety of years of rainfall data, which include median conditions and typical variations from those conditions. We will have to conduct an evaluation of potential water sources, which will provide the flexibility to regulate inputs to achieve a minimum level, and the output to limit the maximum level. We must answer such questions as: Is it possible to select a site with the input source to be provided solely from runoff? Is it feasible to construct a well as the primary (or supplemental) input source? Can an input source for the wetland be developed that will also provide irrigation water for the proposed tree farm?

All of the issues described above, along with others, must be discussed in the Mitigation Plan. For example, what depths of inundation are to be achieved, and what plant species can survive in these conditions? What will construction of the wetland cost, including the planting of wetland vegetation? We have found a source of wetland vegetation that sells clumps of sedges for \$2.50 a bunch. Will this be cost-effective to the City, or will the use of wetland soils as a source of plant propagules better achieve the desired results? Furthermore, if the depth of inundation is not relatively uniform, there will be hydrologic zonation, whereby plant species adapted for specific depth ranges must be planted within the zones in which they can survive.

We may evaluate the possibility of using treated effluent as an input source. To avoid having an additional permitted outfall, any excess water that is removed from the wetland could be pumped back to the wastewater treatment system to commingle with the effluent just prior to disinfection. The relatively small volume of excess wetland water would make up a very small portion of the total effluent volume. Pumping, as a means to rid the system of any excess water, however, would require a greater expenditure of resources and energy than the conventional weir discharge. The cost-effectiveness of this will need to be evaluated.

Another issue that we may face is the possibility of having to conduct more wetland delineations. If the site we select has existing wetlands that will be altered during the construction of the mitigated wetland, additional delineations will need to be done.

3) Meetings/Additional Field Work

Before the Mitigation Plan can be fully developed, ECO, Inc. and MWY will need to have meetings and site visits to evaluate the suitability of the selected site. I suggest that we also have a meeting with the Corps at the time we submit the application. Presenting the nature of the proposed project to the Corps should provide them with a better understanding of the project timelines and goals. We should also receive feedback from the Corps, regarding permit requirements, and time frame for the permit issue date. This will be an important consideration that will be associated with the detailed design work completed by the engineering firms. It will be more cost-effective for the City if the engineers have an understanding of the permit restrictions prior to completion of the design work. For instance, I anticipate seasonal restrictions to be in the permit, whereby construction activities across streams will be limited to a six month period during the calendar year. This will have a great bearing on project phasing for ...

construction activities. Additionally, having an issued 404 permit in hand will be vital in the development of the construction contract language (environmental requirements) further down the road.

As previously mentioned, the final development of the CCA will not be included within the scope of work for the 404 permit application. However, because the CCA will be closely associated with maintaining the 404 permit after it is issued, it will be essential to include the USFWS in some of the planning meetings. As I have mentioned before, Susan Rogers (USFWS Biologist) has requested a meeting with the City before the end of this year. We need a response from the City regarding this issue, because the USFWS will be among the regulatory agencies that will provide comments to the Corps after review of the draft 404 permit. Consequently, it would be prudent to have at least one meeting with USFWS before submittal of the 404 application. The final CCA can be developed at a later date. Susan Rogers has agreed to approach the CCA as a working, evolving document. Her primary goal at this point is to see some demonstration of reasonable assurances that the City will eventually execute the CCA.

It will also be advisable to schedule meetings with the City administrators in order to provide project updates, general design and operation/maintenance strategy, and potential site location(s) for the mitigation wetland. They will need to be aware that the selected site will be required to be deed-restricted in perpetuity, only one of several decisions that will also have to go before the City Council.

4) Division of Labor

As the 404 permit application process evolves, we will better define which tasks will be completed by MWY, and those to be performed by ECO, Inc. We will provide you with a general narrative of the mitigation wetland design criteria, and the models to analyze the hydrologic budget. ECO, Inc. will also accompany MWY personnel during site visits in the site selection process. Additional input will be provided by ECO, Inc. regarding the most feasible approach to establishing wetland vegetation.

At this point, we will need the following information to be provided by MWY:

Drawings

- Aerial photograph/site location map indicating location of wetland mitigation site
- Cross-sectional drawings of berms/wetland design drawings

- The complete "marked" set of drawings for the RJN work, showing wetlands and stream crossings, based on our field work (sent to Lane). Garver has completed marking their drawings.
- Drawing or aerial of delineated wetlands on Westside WWTP site
- Cross sectional drawings for the entire Westside access road, with the stream crossings.
- A "Typical Stream Crossing" diagram for Fayetteville similar to one completed for previous pipeline projects.
- The cross sectional drawings of the effluent line, specifically for the single stream crossing (Station 16+25), and the Goose Creek outfall structure.

Additional Information/Documentation

- Completed calculations/models for constructed hydrologic budget for constructed wetland
- An explanation of what will be done with the existing Mud Creek outfall structure
- Floodplain maps for areas within floodplains where construction activities will occur
- List of property owners along specific project scope areas within jurisdictional waters of the U.S. Refer to marked RJN and Garver drawings for station numbers of stream crossings and wetlands.
- Archacological Study - This does not have to be completed prior to submittal of the 404 application to the Corps, however, the Corps will require a letter from the SHPO which states that the project will have no anticipated adverse impacts to cultural or historical resources before the final 404 permit can be issued.

5) Projected Costs

Based upon the information available to us at this time, I am providing projected cost estimates (in the attached tables) for completion and submittal of the Section 404 permit application to the Corps. This does not include tasks which will be necessary after the submittal of the application, such as annual wetland function and value monitoring (a standard requirement by the Corp), wetland construction oversight, or review/negotiation of the draft 404 permit. We do have a good general understanding of the necessary information to be provided in the permit application. However, it should be understood that the final regulatory requirements will be subject to the opinion and subjectivity of regulatory agency personnel.

I understand the concerns expressed by some, regarding the costs of the 404 permit. However, our experience has proven many times that compliance is always the most cost-effective approach to our environmental projects. The

importance of the 404 permit should not be under-estimated. It will have an impact on virtually every phase of this project. The first shovel-full of dirt will not be moved until we have a permit that will have reasonable requirements, as provided by current environmental regulations.

As you can see from reviewing the information provided in this correspondence, additional work will be necessary (primarily constructed wetland issues) before the 404 application is at a stage that is suitable for submittal to the Corps. It is vital that we maintain our inertia, in order to continue with the goal of obtaining the 404 permit before final detailed designs are developed.

We appreciate the opportunity to work with you on this project. Should you need additional information, please contact me at (501) 315-9009.

Sincerely,

Bruce Shackleford, M.S., REM, REPA
President

ECO, Inc. Projected Costs For City Of Fayetteville Section 404 Permit Application

Section 404 Permit (Project Code 169-02)

Future services (through the submittal of the 404 permit application, which is anticipated to be early 2002) associated with this project code are projected to involve:

- Meetings with Corps of Engineers (COE), USFWS, City officials, MWY
- Wetland mitigation site selection process
- Preconstruction characterization of wetland mitigation site
- Wetland narrative descriptions, COE delineation forms
- Calculation of backfill discharged, acreage of waters impacted
- Develop and review drawings, narratives, photos
- Notification to COE (Form 4345)
- Development of maps, drawings
- Compensatory Wetland Mitigation Plan w/ hydrologic modeling, soil criteria, vegetation strategy
- Assemble application attachments

Project Code 169-02 - Projected Future Billing Thru Submittal of 404 Application			
Task	Labor	Expenses	Total
Meetings MWY(2-3), City(1-2), USFWS(1), COE(2)	\$ 14,758	\$ 3,317	\$ 18,075
Mitigation Site Recon/characterization (2 trips)	\$ 8,590	\$ 2,820	\$ 11,410
Complete application: data forms, narratives, attachments	\$ 5,080	\$ -0-	\$ 5,080
Hydrologic modeling, soil & vegetation criteria, input/output evaluations,	\$ 15,175	\$ -0-	\$ 15,175
Finalize Mitigation Plan	\$ 6,238	\$ 778	\$ 7,016
Totals	\$ 49,841	\$ 6,915	\$ 56,756

• Expenses include, but are not restricted to: mileage, meals, lodging, copying, and supplies

Services excluded, but not restricted to, are:

- Marking wetlands in the field
- Meetings beyond those specified in scope
- Review/negotiation of draft 404 permit
- Annual monitoring of wetland function and value



Community Outreach • Environmental Education • Communication Strategies

632 Main Street • Laurel, MD 20707 • 301-776-7407 • fax: 301-776-7409

October 15, 2001

James Ulmer, P.E.
Vice President
McGoodwin, Williams & Yates
909 Rolling Hills Drive
Fayetteville, AR. 72703

RE: Public Information and Communications Program
City of Fayetteville, AR. – Wastewater System

Improvement Project

Dear Jim:

The following information provides the sequence and circumstances affecting the additional program efforts required for the City's wastewater system improvement project. This work was primarily performed to comply with the public participation program efforts of the City's amendment to its 201 facilities planning process. The additional work that occurred, primarily in 2001, was not identified in the original scope of work for Hanifin Associates, Inc (March 2000 – Attachment 1), inasmuch as the overall technical efforts and final regulatory requirements were not clearly defined for the City's proposed amendment to its Wastewater Management Facility Plan.

The City's initial objective in February 2000 was to provide a public information program that addressed the project's overall objective. However, changes in the direction in which this program would continue into a second phase was acknowledged by the project leaders in January 2001. At that time, it was determined that an increased level of public education was needed as a result of the analysis derived from the public information and opinion survey (October/November 2000). This analysis confirmed that low levels of public knowledge existed about the project, the methods in which it would be financed, and the overall affects to water quality if the project did not materialize.

Subsequently, the project leaders agreed in January 2001 that an aggressive public education effort would be initiated over the next several months (Attachment 2). This decision was also reinforced by the City's newly-elected public officials. The City's new leaders recognized the importance of customer education in order to secure approval by State DEQ officials for the facility plan amendment.

In summary, the additional work tasks and out of scope costs incorporated the following level of effort.

1. Redesigning the information program to comply with the Facility Plan Amendment Update requirements, based on the survey analysis and public official's requests.
2. Additional (bi-monthly) trips to provide essential program support and produce the work required for the Facility Plan Amendment update.
3. Development and production of a comprehensive public information project summary mailed to over 2500 residents and distributed through numerous

Exhibit "E"

Order / Delivery Point
Delivery Frequency

Summary of Out of Scope Tasks Costs
Public Information Program - City of Fayetteville, AR
Wastewater System Improvement Project
October 15, 2001

Date	Task Items	Description	
OUT OF SCOPE WORK TASKS			
2000 Jun	Public and community meetings	Special information meetings and large scale public workshop to present program approach	
2000 Sep	Database Development	Conducting socio-economic analysis on property owner issues & values; establishing database	
2000 Oct	Information Survey	Printing, postage and mailing fees	
	Travel	Survey management	
2000 Mar	Redesigning program to comply with Facility Plan Amendment; Travel & Survey Production	overall program development; Additional trips (2) for project meetings associated with program development and survey presentation	
2001 - Apr	Public Education & graphics	Newsletter development for citizens which transitioned into an overall "laymans" summary of the facility plan; Special graphics for citizens summary report and web page development	
2001 - May	Travel & Meetings	Additional travel to support program rescheduling and facility plan amendment needs	
2001 - Jun	Public Education Materials & travel	Web site development to support City needs, education project summary & special graphics	
2001 - July	Meetings, Materials & Travel	Public education (finance) fact sheet, workshop, meetings & travel (2) trips	
2001 - Aug	Meetings, Materials & Travel	(3) trips, workshop & material production, meetings, and printing & displays	
2001 - Sep	Meetings, Materials & Travel	(1) trip, public hearing materials & production, displays & printing	
Invoice Information:			
	Date	Invoice No.	Amt.
	4/3/2000	961348	2461.65
	5/3/2000	961350	5804.36
	6/1/2000	961358	3409.59
	7/6/2000	961365	18118.3
	8/1/2000	961370	18391.04
	9/7/2000	961372	8772.75
	10/4/2000	961376	5393.2
	12/4/2000	961383	14308.48
	2/16/2001	961393	4575.45
	1/8/2001	961388	2883.88
	3/14/2001	961397	2750.1
	4/4/2001	961405	6624.88
	5/2/2001	961409	7456.09
	6/4/2001	961412	4195.95
	7/5/2001	961415	5789.93
	8/6/2001	961418	15063.2
	9/4/2001	961420	26288.97
		Total Invoices:	152287.92

Exhibit "E"

DEPARTMENTAL CORRESPONDENCE

February 29, 2000

To: Fayetteville City Council**From: Don Bunn, Assistant Public Works Director**
Thru: Charles Venable, Public Works Director
Mayor Fred Hanna**Subject: Contracts for Preliminary Engineering Services**
Fayetteville Wastewater Improvements Project

The following three (3) items totaling \$1,706,554.00 are proposed contracts for engineering services related to the Fayetteville Wastewater Improvements Project. The proposed contracts are with (1) Black & Veatch for services relating to improvements to the Noland Wastewater Treatment Plant, \$359,720.00, (2) Garver Engineers for services related to sewer collection system improvements within the White River Watershed, \$391,532.00, and (3) McGoodwin, Williams, and Yates for services relating to the new west side wastewater treatment facility, \$955,302.00. The Council approved a contract with RJN for services in connection with the project in the amount of \$638,267.00. All of the contracts authorize the development of a preliminary engineering report as a first phase of the engineering work and provide for future phases as the work progresses.

Attached to this memorandum is an outline of the procedure that the Staff followed in selecting the above named consultants. The process began last May immediately following the approval by the Council for the purchase of land west of Fayetteville for the purpose of siting a new treatment facility.

The Design Reports are due to be completed by November of this year. The Preliminary Design Reports will serve several purposes. The Reports will serve to update and revise the Facility Plan where needed to account for changes in conditions and costs since the Facility Plan was prepared (1995-1997). The basic conclusions of the Facility Plan will not change since those conclusions were based on comparative costs, however, the location and sizing of sewers and interceptors may change as well as the type of treatment considered, and the economics of various sludge alternatives.

Also, enough detail will be generated by the studies to determine the size and location of new facilities and to establish reasonably accurate cost estimates of the work. The work program and cost estimates will be used to plan the financing of the improvements and will serve as a basis for the scope of work and cost of preparing the detailed plans and specifications.

Exhibit "F"

We are considering utilizing the State's Revolving Loan Fund as the major source of funds for this project. The loan fund is managed by the Arkansas Department of Environmental Quality and is backed by grants from the Environmental Protection Agency. They have indicated that a total of \$60,000,000 would be available to Fayetteville over a two or three year construction period. The current lending rate is 3.75 percent.

We have submitted materials to the State to determine the areas where we are already in compliance with their conditions and regulations, and how much additional work may be required to come into compliance. Areas that will be examined include our engineering selection process, form of engineering contracts, public involvement, sewer system evaluations as it relates to infiltration and inflow control, sewer rates, and accounting procedures.

If we make the decision to participate in the program there will have to be amendments to these contracts to account for whatever extra effort that may be required to comply with ADEQ regulations. However, it is expected that the savings in interest costs over the life of the ADEQ loan will more than offset whatever additional costs that we incur because of our participation in the program.

CITY OF FAYETTEVILLE SAFETY PROGRAM
Fiscal Year 2001 Review/Fiscal Year 2002 Preview

2001 HIGHLIGHTS

- In February 2001 the City of Fayetteville was placed on the "Rule 32 Compliance Program" based on accident & injury data from 1999 to 2000, which was supplied by the city through their insurance carrier.
- In April, safety consultant assistance for the city was recommended by the Mayor & Personnel Director, Don Bailey, to the Department Directors and was approved. This decision was not made solely on the basis of the compliance situation as much as the desire of new city management to develop an effective safety project.
- Plans for the "new approach" towards safety for the employees of the city as well as its citizens was officially started during the end of April.
- With management agreement, assistance from Mr. Ed Piker of the Arkansas Workers Compensation Commission and Mr. Pres Brailsford of the Arkansas Municipal League was requested and received by Dale Newberry, Safety Coordinator for the City.
- A new outline of safety program, policy, and procedures was written along with the guidelines for safety from each department. These were approved and the basic safety awareness training for each employee put into effect.
- Representatives of the Arkansas Workers Compensation Commission are very pleased with the progress of the city's program. The possibility of it being used as a model program is very favorable due to the decrease in accidents at the city.

2002 MAJOR ANTICIPATED ACTIVITIES

- At the current time, a comprehensive system to identify employee specific training needs and a software program tracking system, to monitor employee completion and effectiveness is being completed.
- The goals for 2002 are completion of the newly designed safety program, establishment an effective safety committee backed by the city management, a decrease in the occurrence of employee accidents, and to more than exceed the guidelines of the Rule 32 Program.
- A further goal is to develop a program that the city employees believe in, participate in, and benefit from by having a safer workplace for all concerned.

CITY OF FAYETTEVILLE COMMUNITY AFFAIRS
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

2001 HIGHLIGHTS

COMMUNITY AFFAIRS DIVISION

Neighborhood Associations, 2001

- Fayetteville currently has roughly nine active registered Neighborhood Associations with four more in the works. I have assisted with the formation of 3 new neighborhood associations in 2001. Current Neighborhood Associations with contact and boundary information can be found on our new website at www.fayettevilleneighbors.org. There are also tips on organizing your neighborhood as well as our current neighborhood support proposal.
- The Washington Willow Association has successfully sponsored two neighborhood clean ups, complete with celebratory picnics for the participants as well as reinstating their neighborhood watch program.
- University Heights Neighborhood has developed a successful crime watch program, which has directly contributed to the recovery of stolen goods and the arrest of the culprits involved.
- Wilson Park has successfully stopped the proposed connection of Prospect and Cleveland Streets, while lobbying the 2020 Master Street Plan Subcommittee to have their streets redesigned as residential streets.
- Asbell Neighborhood Association has managed to get city and state highway officials together to discuss drainage problems due in part to the widening of Wedington a few years ago. The result of that effort has been that fixing this problem, which will be costly, has been included in the Capital Improvement Projects for next year. This would not have happened if there had been no NA. There is strength in numbers, and the numbers are growing throughout the city.
- Pine Valley Neighborhood Association worked with the police department to cut down on the number of loud parties and underage drinking in their development.

Anti-Litter Program, 2001

- 2 successful cleanups in 2001. Over 300 volunteers between the 2 cleanups.
- Participated in the NW AR Great American Cleanup at Lake Fayetteville
- Joined Keep Arkansas Beautiful

2002 Major Anticipated Activities

This Department shall be responsible for the following activities/projects/target goals:

Neighborhood Associations, 2002

- A Council of Neighborhoods will be formed consisting of one-two members from each active, registered NA. The first meeting for this council will be on January 31st and their future will be determined by the members, including meeting frequency, training needs, etc. Help for the formation of new neighborhoods will be drawn from this council as well as direction for relevant workshops.
- There are a number of groups organizing this year and I will be working to help them form.
- I will be helping organize workshops to help NA's navigate City Hall.

Anti-Litter Program, 2002

- Working on the Anti-Litter Program that will involve education, enforcement, encouragement, and neighborhood participation (NA's will be encouraged to hold neighborhood cleanups simultaneously with city's).

CITY OF FAYETTEVILLE FIRE DEPARTMENT
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

FIRE DEPARTMENT COMPOSITION – The Fayetteville Fire Department is comprised of the Fire Prevention Program, the Fire Operations Program, and the Training & Continuing Education Program and has approximately 89 employees with the 2001 and 2002 budgets being \$4,505,286 and \$4,500,665, respectively.

2001 HIGHLIGHTS

2001 was a transitional year for the Fayetteville Fire Department. During this year the organization began the process of critical examination by reviewing the methods currently being used to address the needs of the citizens of our community. During this critical time the organization began the process of identifying three main points of focus; where the Department has been in the past, the current state of affairs and where the Department would like to be next year at this time.

Further, the Fayetteville Fire Department began the process of determining how it can more effectively meet the needs of both its internal and external customers in an effort to provide services, which will improve both the level of fire safety in our community as well as facilitate the highest standard regarding our quality of life.

- The FFD had several positive accomplishments during the past year. Those accomplishments are as follows:
- Received a Fire Safety/Public Education Grant from Copper Industries for upgrades to the Fire Safety School Program currently located at FS. 1.
- Began the School Fire Marshal Program, which will assist in educating children about the importance of fire safety both at school and at home.
- Provided Fire Education Training to over 2500 children by utilizing the Fire Safe House, which is an additional public education tool directed toward the children of our community.
- Hosted an Emergency Management Class for Emergency Response Personnel located in the Northwest Arkansas Region.
- Met with the Washington County Local Emergency Planning Committee to begin the process of updating the Local Disaster Plan.
- Participated in a Federal Emergency Management Agency Training program directed on dealing with the threat of terrorism at the local level.
- In 2001 the Fayetteville Fire Department experienced no citizen loss of life and only one reported injury to a Fire Fighter. This injury was minor and resulted in little or no loss of work time.

2002 Highlights

The upcoming year will be an exciting time for the Fayetteville Fire Department.

The Department will be working on identifying a site for the construction of a new Fire Station on the west side of I-540. This project will be the first Fayetteville Fire Department facility located west of the interstate.

The Department also will continue with its reorganization process in an effort to ensure the citizens of our community receive the best Fire Service and Safety in the region.

The FFD will begin working on its strategic plan, which will help identify the Department's direction over the upcoming year(s). This process will also help the Department identify its staffing and resource needs as well.

In addition, the Fayetteville Fire Department will begin working to become more community oriented by instituting several programs and initiatives, which will enhance the quality of life and customer service in our community.

CITY OF FAYETTEVILLE POLICE DEPARTMENT
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

POLICE DEPARTMENT COMPOSITION – The Police Department is comprised of approximately 154 employees with the 2001 and 2002 budgets being \$7,365,454 and \$7,350,294, respectively.

2001 HIGHLIGHTS

The Police Department managed a \$ 1.7 million dollar Radio Replacement project for the entire City that successfully replaced the 1985 system. We now have more reliable coverage, better radios, individual portable radios for police officers, updated dispatch equipment, and for the first time the City has a complete backup system in case of a disaster.

The Police Department deployed "Stop Stick" devices in every patrol car in an effort to quickly stop fleeing vehicles. These devices use hollow small spikes to deflate tires of vehicle that run over them. Each time we have deployed the devices, the pursuits were terminated quickly and safely.

Police Officer turnover was only 7% during 2001. This is contrasted with the 14% rate we had in 2000 and is the lowest rate we've had since 1996. None of the officers left to go to work for another police agency.

Evidence Technician Program – The department implemented a Civilian position specializing in Crime Scene evidence collection. A specially equipped van for Crime Scene searches and recovery was purchased and is now in use.

Digital Cameras - We deployed two digital cameras for the Patrol Division and reduced expenses associated with developing film.

Internet/E-Mail access to Department - Our internet access came on-line and we now have the resources of the WWW and also have e-mail addresses to many of our department members.

F.R.E.D. - (Forensic Recovery of Evidence Device) - We received a special computer and sent two staff members to training to help us in recovering data from suspect's computers.

ERT Vehicle – We put our new Emergency Response Team vehicle into service. It is a converted ambulance donated to us by Central EMS. This donation probably saved the City over \$ 50,000 over the cost of purchasing a unit.

New Handguns - The Council approved a bid for the purchase of new handguns for all officers to replace the weapons that are over ten years old. The new guns will be received early in 2002.

Crime Prevention Efforts

Established 6 new Neighborhood Watch groups.

Hosted the 2001 State DARE Officers Association convention.

Established the Northwest Arkansas School Resource Officers Association

Training Division

Our officers attended 5,880 hours of training (not including ALETA Basic Police Training) in 2001 including subjects such as Computer Forensic Examination, Death Investigation, Forgery and Handwriting Analysis, Community Oriented Policing, Child Abuse Investigation, Advanced Accident Investigation, and other law enforcement related topics.

Recruited, hired, trained, and retained 16 new officers.

Contributed 250 hours of guest instructors for the Northwest Arkansas Law Enforcement Training Academy.

Certified 3 Motorcycle Officers as Advanced Accident and Collision Investigators.

Provided Field Training Officer certification training to officers from Rogers, Springdale, Siloam Springs, Bentonville, and Washington County Sheriff's Office.

Attended Law Enforcement Executive Course at the National Center for Missing and Exploited Children

Added 4 additional officers as certified Hostage Negotiators.

2002 Anticipated Major Activities

- ✓ New Handguns – We will train over 100 officers with the new handguns we will receive in the first quarter.
- ✓ Shotguns - Cases for the shotguns have been acquired and we will be training officers in the use of the new semi-automatic shotguns and will begin carrying them in our vehicles.
- ✓ Less-Lethal Force Options – We will be receiving a new weapon and some projectiles to help us in situations where less lethal force is desired
- ✓ POP Implementation - We will begin operations of the Problem Orienting Policing grant which consists of a three officer team dedicated to solving community problems.
- ✓ Our Crime Scene Technician will achieve "certified" status by attending a series of specialized classes at the Criminal Justice Institute in Little Rock

CITY OF FAYETTEVILLE ADMINISTRATIVE SERVICES
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

ADMINISTRATIVE SERVICES DEPARTMENT COMPOSITION – The Administrative Services Department is comprised of ten sub-units, including: Accounting and Audit, Budget & Research, Human Resources, Building Maintenance, Purchasing, Office of Program Integrity, Information Technology, Business Office, Fleet Office, Water and Sewer Services. This department contains approximately 75 employees with the 2001 and 2002 budgets being \$5,223,941 and \$5,074,183, respectively.

2001 HIGHLIGHTS

ADMINISTRATIVE SERVICES DIRECTOR -Formulated a financing plan for the Wastewater System Improvements Project and assisted in the dissemination of information which resulted in a successful sales tax vote at the polls.

Completed the selection of a vendor for the Municipal Management System and negotiated the contract for Council approval.

Planned and initiated the PICCS project which will result in a better informed City staff, improved customer service to the citizens, customers and other constituents, and an upgraded technology base supporting future growth. Facilitated the external advisory meeting on November 28 with the Development Community.

For PICCS, worked out a business arrangement with the University of Arkansas for them to provide assistance with Change Management Services and in other aspects of the PICCS project.

Organized the internal process for monitoring projects and outlined steps to take to define scope, measure results and determine project success.

Initiated the innovative use of video conferencing to screen senior management candidates which resulted in both time and dollar savings.

Through a facilitated work session, assisted the A&P Commission in writing a Mission Statement for the envisioned Convention and Visitors Bureau (CVB).

Assisted the A&P Commission with determining how to proceed in selecting a method to perform internal accounting activities.

HUMAN RESOURCES DIVISION – Pay Plan Update - Salary surveys were conducted for the Executive, General, Police and Fire employees to update pay plan pay ranges. New pay ranges based on the surveys were adopted by the Council effective 1-7-02.

Examine the Section 125 Cafeteria Plan Utilization - Utilization indicated the need to increase the unreimbursed medical limit from \$2000 to \$3000. Need for any other change was not evident.

Conduct a fund performance evaluation of the General Employees' Retirement Plan. The SEI Balanced fund investment option was lagging its benchmarks and was replaced by the Fidelity Puritan Fund. A comprehensive investment policy statement was also adopted by the Plan Committee.

Key Staff - Successfully recruited and hired department directors reporting to the Mayor.

OFFICE OF PROGRAM INTEGRITY DIVISION – GASB 34 implementation; worked with staff from the Accounting Division to convert the City's 2000 financial statements to the new GASB 34 format in preparation for full implementation.

Physical Inventories; annual physical inventory at Solid Waste, Water & Sewer, Shop, Traffic, Purchasing; also worked on vehicle inventory which is only done every two years.

Audit at Wilson Park Pool; reviewed cash procedures, counted petty cash, and cash in register; reviewed cash disbursement procedures and monthly reporting.

ACCOUNTING DIVISION – Received the GFOA Certificate of Achievement for Excellence in Financial Reporting for the 2000 Consolidated Annual Financial Report (CAFR).

Reviewed the City's policy and procedure manual and made updates in preparation for the PICCS project in 2002.

Trained on the requirements for the GASB 34 project and prepared for implementation of this new accounting standard.

BUDGET DIVISION –Submitted 2001 Annual Budget to GFOA for the Distinguished Budget Presentation Award program - received the award in late 2001

Prepared and maintained spreadsheets that record trolley riders by stop and route.

Reorganized the Fleet office to insure more accurate and timely processing of invoices, management of inventory and tracking of work order cost by vehicle.

Prepared and presented to City Council multi-year forecasts of the City's operating funds.

Participated in the web site development committee.

Proposed and conducted a Citizen Survey. The Citizen survey assisted the Mayor, City Council and staff in developing the 2002 Annual Budget.

Coordinated the development and distribution of orientation information for a new Mayor, newly elected Council members, newly appointed City Attorney and five new Department Directors.

Participated in the vendor selection of the municipal management system.

Participated in developing financing options for the Wastewater System Improvements Project.

Coordinated the development of the 2002-2006 Capital Improvement Program and obtained City Council approval.

Managed the development of the City's 2002 Annual Budget & Work Program and obtained City Council approval.

Managed the acquisition of Microsoft Office Suite to upgrade all city personal computers to operate on the same software platform.

PURCHASING DIVISION – Completed certification testing for the professional designation of Certified Public Procurement Officer (CPPO).

FLEET DIVISION – The major accomplishment of the Fleet Office was to stabilize the inventory system, and to stabilize the recording of the work orders in the existing system.

2002 Major Anticipated Activities

The Administrative Services Department shall have a challenging and extensive schedule of activities for the coming 2002 year. In addition to the financial issues facing all city divisions, namely, maintaining current levels of service at historic cost levels, this Department shall be responsible for the following activities/projects/target goals:

HUMAN RESOURCES

- ✓ Identify and implement appropriate best practices in migrating from a division known as "Personnel Division" to a "Human Resources Division", using current technology to the maximum extent possible.
- ✓ Create for each and every employee an annual summary of amounts paid to, or on behalf of, each employee, to include the categories of:
 - A. Full Time Salary
 - B. Over Time
 - C. FICA
 - D. Medicare
 - E. Employer retirement contributions, by category
 - F. Employer's share of benefit costs
 - G. EIC, if applicable
 - H. Employer paid training/seminars/tuition
 - I. Uniform/other allowances
 - J. Others
- ✓ Re-engineer current processes, or add processes:
 - A. Process to send out confirmation letters/notices to each applicant who submits a resume or job application whether the application is solicited or is unsolicited.
 - B. Track professional certificates/licenses by employee (i.e., RN, PE, CPPO and CDLs)
 - C. Electronic Benefits Administration
 - D. Others, such as tracking skills like EMT and MSCE
- ✓ Produce a plan to minimize impact of health insurance costs for FY2003 while maintaining, to the extent possible, current benefit level.
 - A. Wellness thru EAP (e.g., weight control, Smoking Cessation)
 - B. Cultivate options for economic considerations
 - C. Explore a city-wide health fair
- ✓ Design and Implement an internal communications program
- ✓ City-sponsored training
 - A. Need to have internal training coordinated.
 - ◆ Identify & document needs (i.e., CPE for professionals)
 - ◆ Locate & qualify multiple sources for training delivery (Instructor Led Training (ILT) & Computer Based Training (CBT))
 - Technical

- Management
- Productivity/Personal Improvement
- Safety
- Plan & promote the use of CBT where appropriate

B. Show relationship of training to work environment or design all training to fit work needs.

C. Record training taken in individual Personnel files

D. Written evaluation of training given by the City or perform post-training follow-up for process improvement

- ✓ Evaluate the basis for Incentive payments and tie into overall compensations and performance goals.

A. Safety Payments

B. Service Award Payments

- ✓ Continue to administer and maintain the City's safety program.

A. Evaluate the benefits and costs of implementing an employee hearing screening program.

- ✓ Maintain Policy & Procedures related to HR Functions.
- ✓ Rearrange Physical Space

FINANCE

- ✓ Revisit Travel and Accounts Payable Procedures – Determine what changes need to be made to these internal procedures to enhance customer service and efficiency of operations.
- ✓ Direct Deposit – Implement this portion of the City's administrative software to provide direct payroll deposit services to City employees.
- ✓ Remote PR Entry – Research the possibility of allowing the division personnel the ability to enter time directly into the payroll system. This will put the entry of payroll hours worked and time taken off close to the source of activity.
- ✓ Rearrange Physical Space – Evaluate the advantages of redirecting foot traffic through the division and relocating internal offices.

BUDGET

- ✓ New Automated Budget System – Procure, implement and use a new automated budget preparation system. This will allow the budget process to be much more 'what-if' oriented and will facilitate quicker budget decisions during budget preparation sessions.
- ✓ Updated and refined Budget Process and Procedures – As part of the new budget system implementation, evaluate better ways to prepare the budget and define procedures to ensure standard communication and compliance throughout the City organization.
- ✓ Surveys – Determine if additional citizen/customer surveys are to be conducted and determine the best tools to use for such surveys. Evaluate all tools available through newly acquired technology.

BUSINESS OFFICE

- ✓ Upgrades to NWS Software (electronic drafts) – Implement that portion of the administrative software that permits the City to electronically draft the checking accounts of participating

water and sewer customers. This will ensure a more prompt payment into the City and will allow customers to know exactly when their checking accounts are to be charged.

- ✓ Implement MMS with Water & Sewer Maintenance – The work order module of the Municipal Management System will become an important communication link between the business office, that takes orders to turn on and off water service, and the Water & Sewer Maintenance staff who actually perform the services.
- ✓ Rearrange Physical Space – The Business Office will be studied to determine how best to rearrange their space to better serve customers, to better place physical furniture and fixtures within the office, to provide better physical security and to better situate the employees of the Business Office.

PURCHASING

- ✓ Vendor Performance & Tracking – The City will investigate alternatives available for tracking vendor performance. The success that other similar cities enjoy in this area will be explored, including those cities with the same software as we have.
- ✓ Vendor Application Process Online via Web Site – Using the City's web site for vendor enrollment will make city services more available to more vendors. This is a good thing for all concerned.
- ✓ Standardize State Laws Regarding Government Procurement - Lobby the Arkansas Legislature for modified procurement laws that will be the same for schools, the state, city or county organizations and lobby for exemption of sales tax for government entities.
- ✓ Remote Entry of Purchase Requisitions – Allowing the division staff to directly enter Purchase Requisitions into the administrative system will speed up the acquisition process and will again allow division staff to have more control over the process. Electronic approvals will be used to enforce internal controls.

OFFICE OF PROGRAM INTEGRITY (OPI)

- ✓ Perform Quality Assurance (QA) Services over PICCS, MMS, and IVR projects – An important part of any project is to ensure quality. The OPI will ensure that this project produces quality deliverables on a timely basis. Additionally, the OPI will ensure that appropriate internal controls exist in any new system, whether it is manual or automated.
- ✓ Risk Analysis and Audit Planning – The City intends to utilize a risk analysis process during 2002 to create the internal audit work plan for the year. This risk analysis process will entail polling or surveying about 30 decision makers within the City. The resultant analysis will for the basis for an internal audit work plan, where the areas identified as the riskiest can be reviewed in a priority order. The City of Fort Smith is currently implementing this same process internally.

BUILDING MAINTENANCE

- ✓ Implement & use Hansen Building Module – The Hansen Building Maintenance module will allow the City to define all building assets and will then allow the City to track costs associated with asset maintenance and replacement actions. Once defined, these assets then become part of the overall Hansen work order process.

WATER & SEWER MAINTENANCE

- ✓ Implement MMS work orders and other functions – The Hansen work order module will become a primary tool for the Water & Sewer Maintenance office to use in accomplishing its work. As with the Building Module, the Water Module and the Sewer Module of the Hansen software will allow all related assets to be defined so that the Water & Sewer Maintenance staff will have access to these records and can update asset values as work is performed.

- ✓ Assist in cleaning up RJN existing data for MMS use – The implementation of the Hansen software will require that current RJN data be converted into a new and different format. The Water & Sewer Maintenance staff may be asked to participate in this conversion effort.

DISTRICT COURT

- ✓ Assist in exploring ways to minimize data entry – Currently, some courts data has to be entered as many as 3 times with the various City computer systems, often by multiple departments. The goal of the City is to have all data entered one and only one time and used many times, as needed. To reach this goal with court data, the Court staff may be asked to assist with ideas and other support.

INFORMATION TECHNOLOGY

- ✓ Support new applications (MS-XP, Hansen, SQL Server, NWS Enhancements, GIS upgrades) – During 2002, the City will be getting several new software products not before used by the City. This will require updated maintenance training and other support activities.
- ✓ Physical Connectivity – Another goal of the City is to connect all physical locations with cable so that all employees can participate with the City's intranet, email and other electronic communications, such as the Hansen system.
- ✓ Rearrange office space – The IT division may need to relocate some of its offices to provide for other common space, such as for a training room or for an expanded maintenance area.

FLEET OFFICE

- ✓ Prepare for Phase II Fleet System Upgrades – The Fleet Office will initiate plans to begin to upgrade its internal system to include inventory, accounts payable, work orders, etc. System improvements will not be included in Phase I of the PICCS project. The Hansen software provides a Fleet Module and an Inventory module that will be evaluated for appropriateness as we seek a solution to improving the automation at the Fleet Office.

CITY OF FAYETTEVILLE GENERAL SERVICES
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

GENERAL SERVICES (formerly UTILITIES SERVICES) DEPARTMENT – The Utilities Services Department In 2001 was comprised of five sub-units, including: Solid Waste, Airport, Animal Services, Utilities Management and Parking Management. This department contains approximately 76 employees with the 2001 and 2002 budgets being \$13,268,643 and \$13,440,542, respectively.

2001 HIGHLIGHTS

SOLID WASTE DIVISION – Implemented community-wide yard waste collection program, replacing the subscription program which had limited participation. Implemented program for roll off containers for construction debris. Implemented program for compactor and receiver containers for large commercial accounts. Implemented program to remove debris from the compost and mulch stream with the compostable bag program. Established pilot multifamily (apartment) recycling program. Implemented 10 school recycling programs. Analyzed entire Solid Waste operations for efficiencies and program improvements.

AIRPORT DIVISION – Assumed operation of Drake Field Fixed Base Operator services and began providing fuel and service to aircraft utilizing Drake Field. Expanded use options available for revenue generating activities at Drake Field. Began discussions with local and international businesses concerning locating at Drake Field.

ANIMAL CONTROL DIVISION – Reorganized the Animal Services Divisions to reduce expenses and improve efficiency. Created Office manager position and Vet/Director positions to streamline leadership, management, and supervision responsibilities. Improved after hours service for Animal Services to reduce the number of animals running at large. Focused on customer service training for Animal Services staff.

PARKING MANAGEMENT DIVISION – Undertook evaluation of on-street parking issues and regulations. Evaluated need to continue with design of the proposed parking structure in the downtown area. Sent out approximately 450 surveys to business owners/employees soliciting opinions on a new parking deck proposed for downtown. Negotiated contracts with Town Center for city to operate and clean the parking garage in exchange for parking spaces, thus curtailing \$30,000 in annual expenses. Implemented alternative parking plans for city employees and discontinued the park-n-ride program saving the city over \$1,700 per month program.

UTILITIES MANAGEMENT DIVISION – Installed structured cabling system for the Town Center, which included all voice and data cabling, fiber, devices, hubs, and racks, saving \$10,000 over other vendor bids. Negotiated new long distance rates with current carrier, thus lowering long distance expenses by 18% (\$2,800 annual savings).

ARKANSAS BUSINESS & TECHNOLOGY PARK – Began oversight of the Arkansas Business and Technology Park. Revised contract with EGIS Consulting to guide the City of Fayetteville through the environmental and mitigation issues that have plagued the project since inception in the early 1990's.

2002 Major Anticipated Activities

This Department shall be responsible for the following activities/projects/target goals:

SOLID WASTE

- ✓ Review program for refinement as necessary.
- ✓ Will coordinate with the library architect to develop a prototype construction and demolition waste recycling program
- ✓ Will continue to expand and improve service to large commercial and industrial accounts and will work with them to reuse and recycle to reduce their waste disposal expenses.
- ✓ Will refine program to create a commercially marketable compost and mulch to improve revenue stream and reduce revenue needs for composting and mulching operations.
- ✓ Will monitor and refine program for future implementation in other multifamily projects
- ✓ Will monitor the participation and expand to additional schools as the desire increases
- ✓ Proposing cart based automated residential trash program to reduce labor and related expenses
- ✓ Will conduct strategic planning process with Solid Waste leadership and supervisors to develop an internal 5-year plan for improvements to operations to meet current and future community needs. Planning process will be expanded to involve the community and Council following the internal evaluation of current and future program objectives

AIRPORT

- ✓ Will continue to improve service with staff reorganization to create FBO manager position and continued and improved customer service training
- ✓ Will continue to explore new ways to generate revenue at Drake Field
- ✓ Will continue to market Drake Field as an industrial/business park with air operations capabilities

ANIMAL SERVICES

- ✓ Will continue to refine leadership and management roles as vet/director is recruited
- ✓ Will continue to refined operations and create ongoing education program regarding loose and stray animals
- ✓ Will continue to provide training in customer service and will create a stress management training program for Animal Services staff

PARKING MANAGEMENT

- ✓ Will present findings and recommendations regarding parking issues and regulations in early 2002. Will continue to monitor parking needs in the downtown and Dickson St. area for continual opportunities to improve the parking program

UTILITIES MANAGEMENT

- ✓ Implement the Automated Citizen Information System which will greatly enhance our customer services by providing a wealth of information 24/7 by phone and/or on-line and allow utility bill payments/inquiry and Inspection permits by phone and/or on-line
- ✓ Manage telecommunications lines more efficiently to enable us to reduce number of phone lines by 10% (\$6,000 annual savings)

- ✓ Install structured cabling systems for new Planning Division office building, Fire Prevention/Building Maintenance building, new Library facility, and new Water and Sewer Maintenance building
- ✓ Install new voice mail system at Central Fire Station

ARKANSAS BUSINESS & TECHNOLOGY PARK

- ✓ Will have contracts let for infrastructure construction and wetland mitigation in the fall of 2002.

CITY OF FAYETTEVILLE PUBLIC WORKS
Fiscal Year 2001 Review / Fiscal Year 2002 Preview

PUBLIC WORKS DEPARTMENT COMPOSITION – The Public Works Department is comprised of six sub-units, including: Engineering, Fleet Operations, Sidewalks, Streets, Traffic and Wastewater Treatment Plant Operations (OMI). This department contains approximately 131 employees with the 2001 and 2002 budgets being \$40,238,077 and \$33,609,766, respectively. In addition to the aforementioned annual costs, this department also manages the Wastewater System Improvements Project, with a total cost of \$120 million, and a fiscal year 2002 budget of \$25,000,000.00.

2001 HIGHLIGHTS

ENGINEERING DIVISION – During 2001, a funded engineering vacancy was filled, the new employee being utilized for the review of new developments. The growing numbers and increasing complexity of development reviews had created processing delays that warranted additional staffing. The processing review periods are now reasonable and work backlogs have been reduced. The reviews included approximately 146 private development plans during 2001.

In addition, the Engineering Division provided technical services for a variety of municipal activities, including the implementation of such capital improvement projects as: Joyce Street Trail; Eastern Mud Creek Trail; Gully Trail; Raven Trail; Sunbridge and Gregg Intersection Improvements; Rodger Water Tank re-painting; Poplar Street widening; Water and Sewer Relocations for Highway 265 Improvements; Steel Boulevard cost-share at CMN; drainage improvements at 26th Street/46th Street; East Ridgeway; Water Distribution Improvements, and Water/Sewer Improvements in the Hinkle Mobile Home Park area. The Engineering Division's projects during 2001 are estimated to represent more than \$6,500,000 in infrastructure improvements.

STREET DIVISION – During 2001, the street overlay program installed more than 130,000 square yards of new driving surface, said work representing approximately 75% of the targeted annual performance. The progress was hampered by chronic mechanical problems with the asphalt paving machine. In addition to routine maintenance, this Division also installed more than 3,100 feet of new curbing, 480 feet of 36" storm sewer, paved the Hampton Ball Field's parking lot expansion, and performed site maintenance at the Business and Technology Park (540 Park). Much of the workforce was committed to clean-up activities during parts of November and December as a result of the 2001 ice storm.

SIDEWALK DIVISION – During 2001, the Sidewalk Division replaced more than 1,000 feet of deteriorated sidewalk, constructed over 1,200 feet of new sidewalk; added 18 handicapped access ramps; and performed more than 460 inspections of private construction. The Sidewalk Division constructed a new pedestrian walk bridge at Root School, coordinating this work with other activities by the Water and Sewer Division to provide a safe walking corridor for children.

FLEET DIVISION – During 2001, Fleet Operations strived for continued technical development of its staff to allow in-house repair of increasingly complex vehicles and equipment. Vehicle replacement costs continue to be minimized through extended service life and rotation of units between divisions. Replacement decisions focus upon economy of operation as well as durability of units. More than 500 units are maintained by 11 technicians with more than 1.3 million miles being logged in the fleet during 2001.

TRAFFIC DIVISION – The Traffic Division continues to operate a growing number of miles of city streets and increasing numbers of traffic signals. This expansion of responsibilities has been accomplished with modest increases in operating costs.

WASTEWATER TREATMENT PLANT – OMI continues to operate the City's Wastewater Treatment Plant in substantial compliance with permits and the contract agreement. Despite loadings that nearly equal the plant's rated capacity, no significant effluent violations have resulted.

WATER AND SEWER DIVISION – During 2001, the Water and Sewer Division installed more than 4,900 feet of new water main, more than 1,800 feet of sewer main, 150 water system connections and 123 sewer connections. The most significant issue with this Division is the deteriorated water distribution infrastructure, experiencing more than 628 failures during the year. Compounding this water distribution maintenance/repair burden is the ongoing number of sewer stoppages and sewer main failures. At the end of 2001, a 20-inch sewer main under Interstate 540 became blocked, with repair crews finding the entire cast iron pipe to have been eaten away by corrosive sewer gases. This replacement shall be an emergency activity early in 2002.

PUBLIC WORKS – During 2001, the Public Works Department made significant progress in many other areas, including:

- ✓ Successful financing program for the \$120,000,000 Wastewater System Improvement Program.
- ✓ Secured low-interest financing from the Soil and Water Conservation Commission for the Wastewater System Improvement Project.
- ✓ Completed administrative and engineering work on the Downtown Dickson Enhancement Project enabling its bidding early in 2002.
- ✓ Completed planning and preliminary design approval for Old Missouri Road Improvements Project.
- ✓ Formalized a plan for Gregg Avenue Improvements, coordinating work with Arkansas Highway and Transportation Department and Washington Regional Hospital.

2002 INTRODUCTION

The Public Works Department shall have a challenging and extensive schedule of activities for the coming 2002 year. In addition to the financial issues facing all city divisions, namely, maintaining current levels of service at historic cost levels, this Department shall be responsible for the following activities/projects/target goals:

- ✓ Implementation of \$120 million Wastewater System Improvements Project, keeping progress on schedule and costs within budget.
- ✓ Implement Downtown Dickson Enhancement Project.
- ✓ Implement Garland Avenue and Cleveland Street Improvements.
- ✓ Correct pavement failure at Kings Drive.
- ✓ Implement actions required by the Phase II Stormwater Regulations, with a deadline for compliance being set in 2003. Additional engineering staff is needed to comply with this new regulation.
- ✓ Replace failed 20-inch sewer main under Interstate 540.
- ✓ Implement drainage projects for Asbell Neighborhood, Betty Jo Drive and Shenandoah Trailer Park.
- ✓ Retrofit traffic signals with LED illumination to reduce energy and maintenance costs.

- ✓ Interim intersection and traffic control improvements along Gregg Avenue.
- ✓ Construction of Old Missouri Road Improvements.
- ✓ Construct street, water and sewer line improvements along Ruppel Road (Boys and Girls Club).
- ✓ Study failure probability/corrective measures for the 36-inch water transmission main connecting Fayetteville to the Beaver Water District.
- ✓ Evaluate need for accelerated water main replacement program to reduce the frequency of water main repairs, to reduce potentials for water supply contamination and to reduce the amount of unaccounted water.
- ✓ Construct intersection and signalization improvements at Sang and Hollywood.
- ✓ Study and address water and sewer needs of Mount Sequoyah area.
- ✓ Continuation of sanitary sewer system evaluations and rehabilitation to reduce the volumes of excess flow during precipitation events.
- ✓ Implement an updated Master Traffic Study for Fayetteville, establishing new priorities for street and intersection improvements to satisfy current and future needs. This master study will provide guidance for the various programs and data for calculation of development impact fees.
- ✓ Pursue disaster relief funding from the State of Arkansas for the storm damages that the City suffered in November of 2001, the total damages being estimated at \$268,000.00, a portion of which (40%?) may be recovered.
- ✓

STAFF REVIEW FORM

Public Parking
A. 2. Page 1.

XXX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

for the Fayetteville City Council meeting of January 15, 2001
 FROM:

Sharon Crosson Parking Management Utilities Management
 Name Division Department

ACTION REQUIRED:

Approval of resolution to eliminate public parking directly in front of the Federal building.

COST TO CITY:

\$ 2,000 est. Cost of this Request	\$ Category/Project Budget	Parking Meter Revenues Category/Project Name
1010-0001-4410-00 Account Number	\$ Funds Used To Date	Parking Meter Revenues Program Name
 Project Number	\$ Remaining Balance	General Fund Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] 12-26-01 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u> Accounting Manager	12/26/01 Date	<u>[Signature]</u> Internal Auditor	12/28/01 Date
<u>[Signature]</u> City Attorney	12/28/01 Date	_____ ADA Coordinator	_____ Date

Purchasing Officer Date

STAFF RECOMMENDATION:

Staff recommends restricting parking in front of Federal Building to government official use only.

[Signature] 12-26-01
Division Head Date

[Signature] 12-28-01
Department Director Date

[Signature] 12/21/01
Administrative Services Director Date

[Signature] 1/26/01
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

Orig Contract Number: _____

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody

THRU: Gary Dumas, Environmental Services Director

FROM: Sharon Crosson, Utilities Manager 

DATE: December 21, 2001

SUBJECT: Resolution Authorizing the Elimination of Public Parking Next to the Federal Building

In light of the September 11 tragedy and the heightened security surrounding all federal facilities, the U.S. Marshals Service has requested that we consider permanently closing all public parking spaces on the north side of the Federal Building.

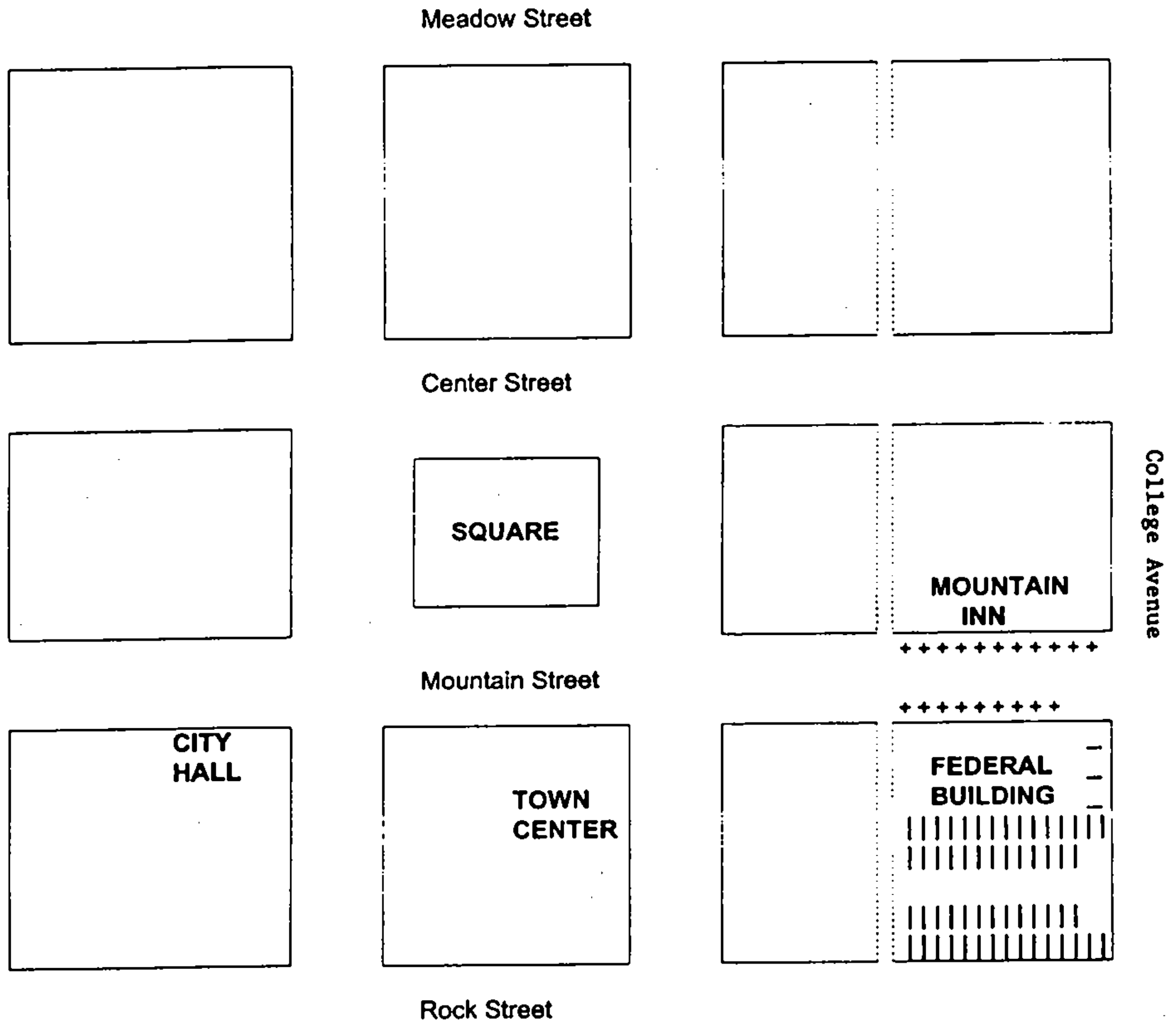
Nationwide, the U.S. Marshals Service has set a goal of establishing a 100 ft. clearance of public parking around all federal buildings. The federal government is redesigning all of their private parking areas to ensure that public parking is farthest away from the building. The only other public parking that is precariously close to the Fayetteville facility is the 20 spaces located on both sides of Mountain Street directly in front of the building. After extensive consideration, staff recommends changing the nine spaces closest to the building on the south side of the street to be reused as follows: three spaces will be lengthened and changed into two handicapped spaces for use by the public; the other six spaces will be changed to restricted parking for U.S. officials only (off-premise officials that frequently visit the facility). The parking in these spaces would be enforced by employees of the U.S. Marshals Service. We considered leaving these spaces metered, but were afraid that this could be misleading to those looking for a parking space. We also considered asking the federal government to reimburse the city an estimated \$2,000 in lost annual revenues, but decided not to recommend this because other cities, including Fort Smith are not charging for lost revenue. Therefore, we will merely attach signage to the meter poles that states that the six spaces are for government officials only.

We recommend leaving the 11 parking meters on the north side of Mountain Street in place until the renovation of the Mountain Inn parking garage begins. At that time, we could remove these meters and encourage the owner to use this lane for entering and exiting the parking garage (eliminating the current entrance on College that continues to be a traffic hazard).

As you may know, public parking on the south side has been blocked off since September 11. Understandably, there have been no complaints, only positive feedback from the general public. Staff recommends the approval of this resolution to support the efforts of our government in accomplishing a safe environment for our federal employees.

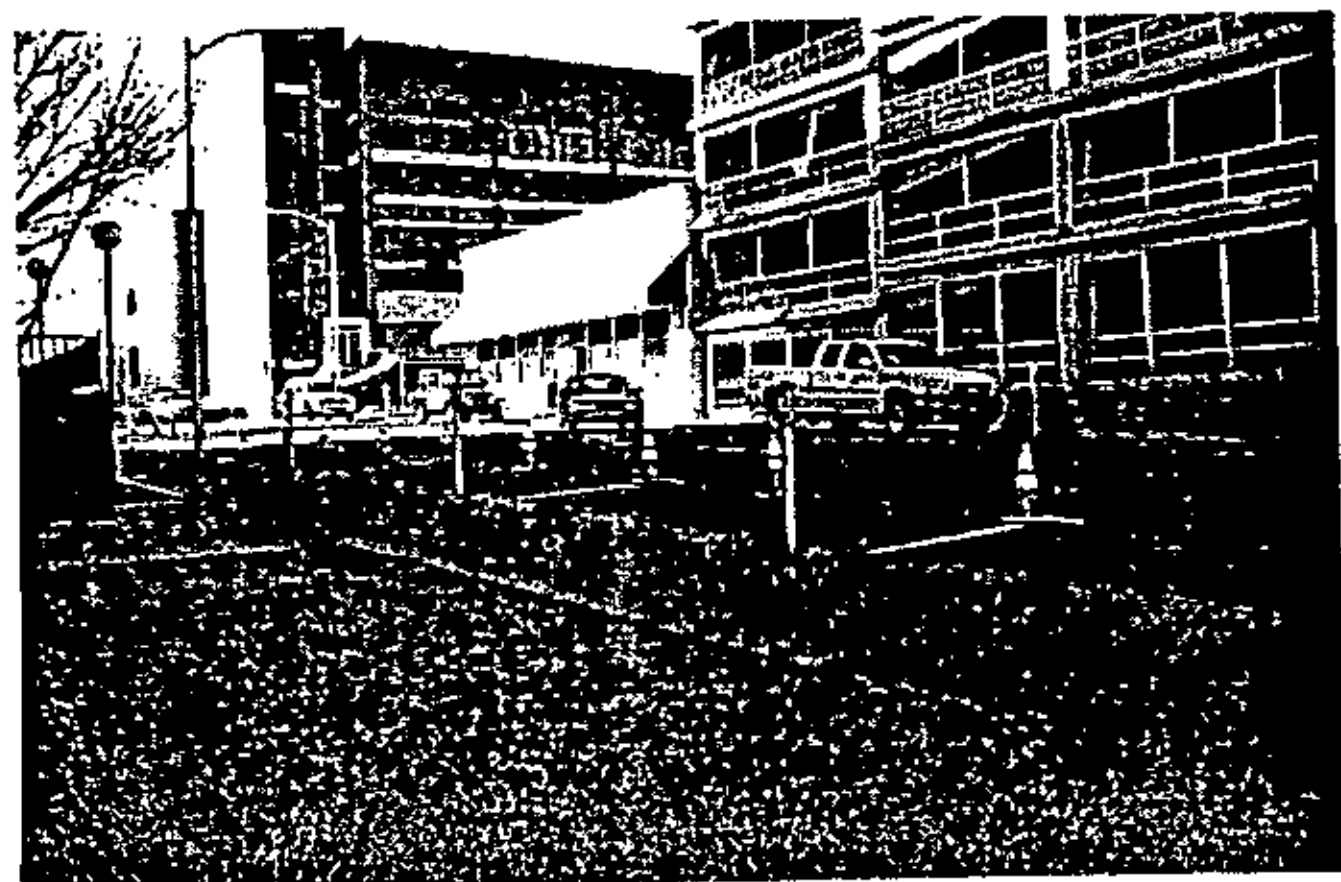
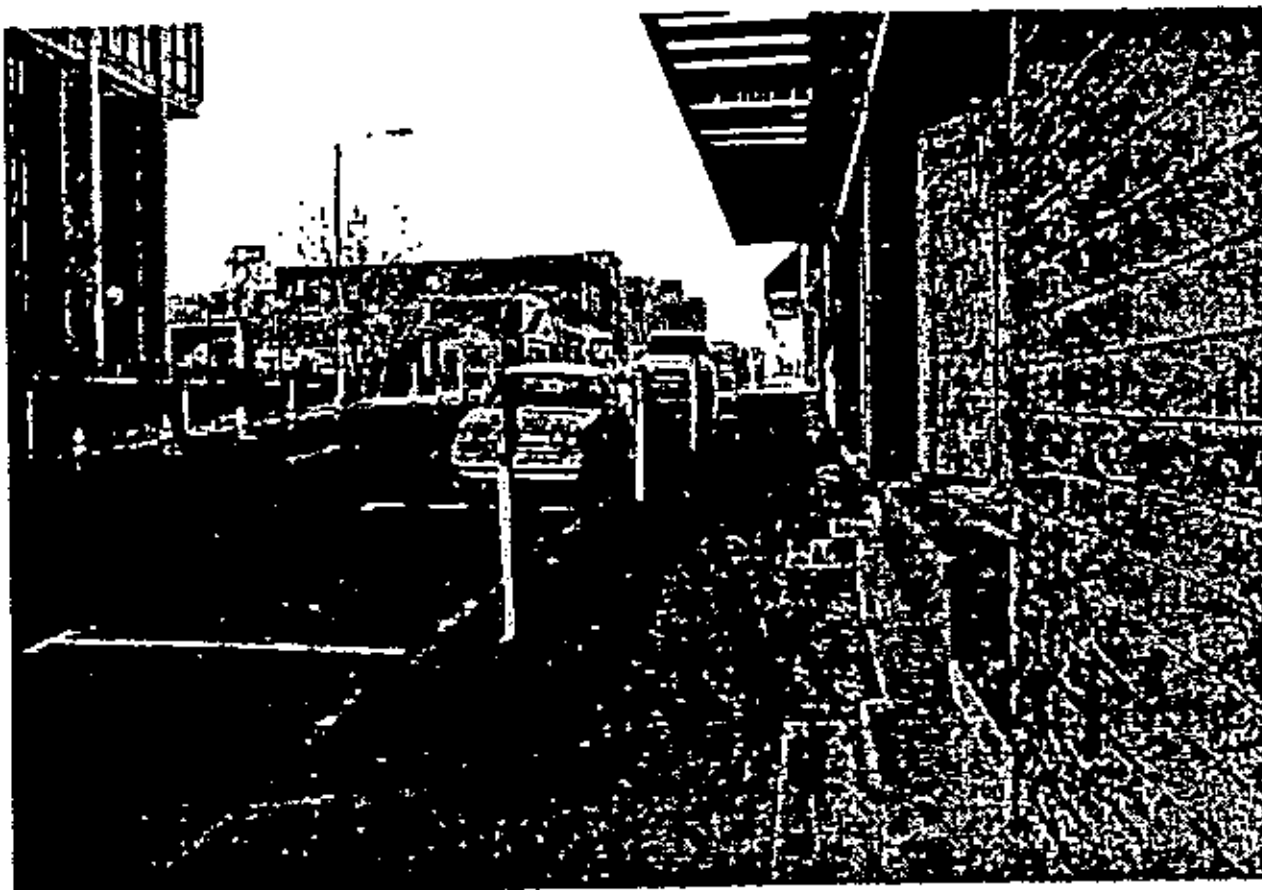
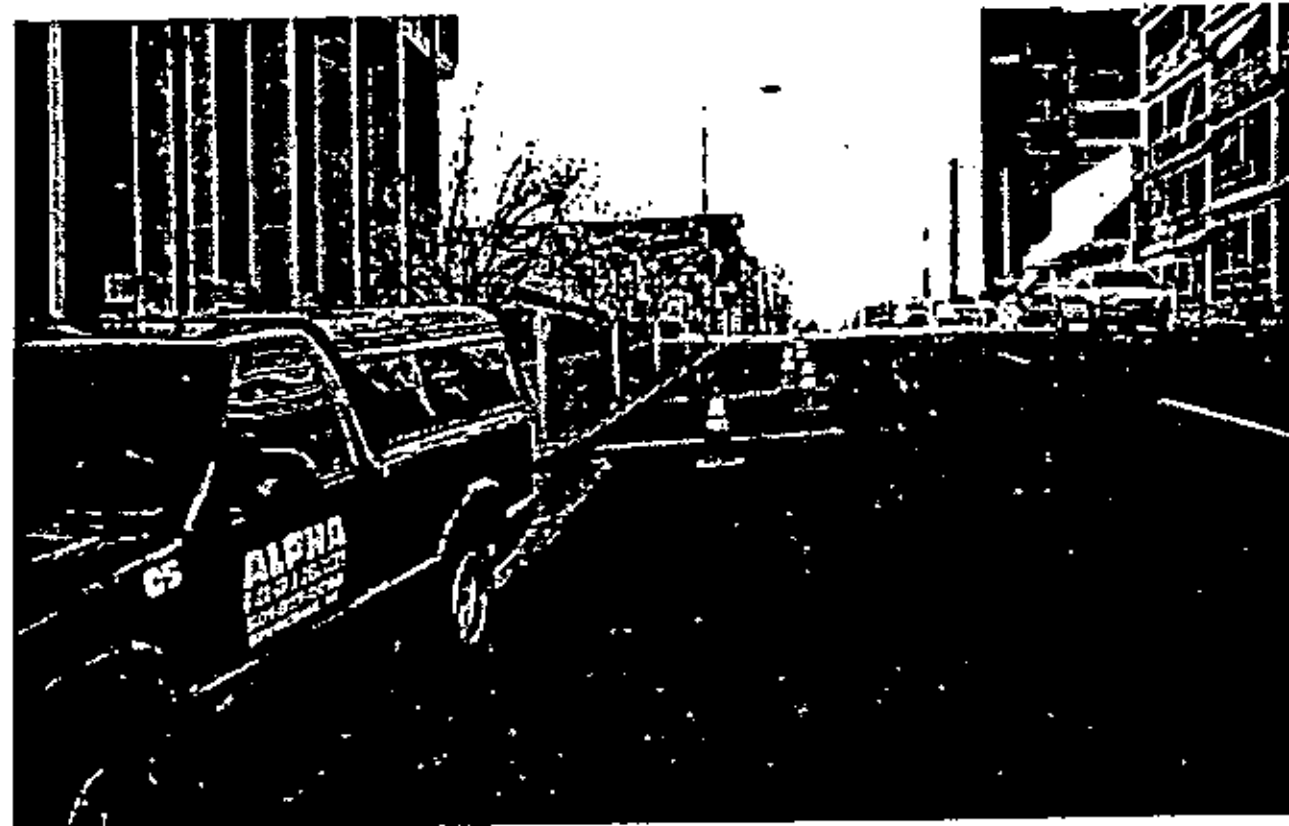
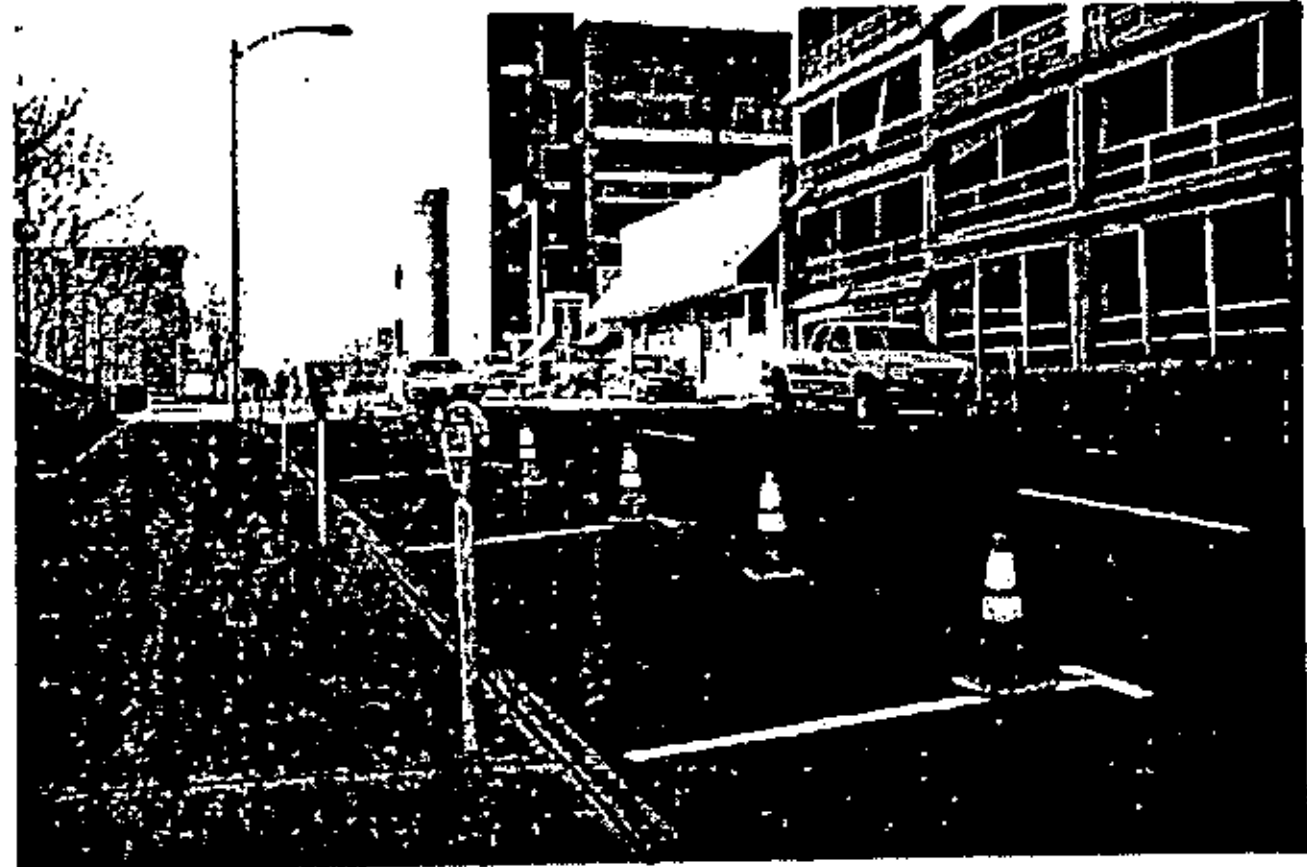
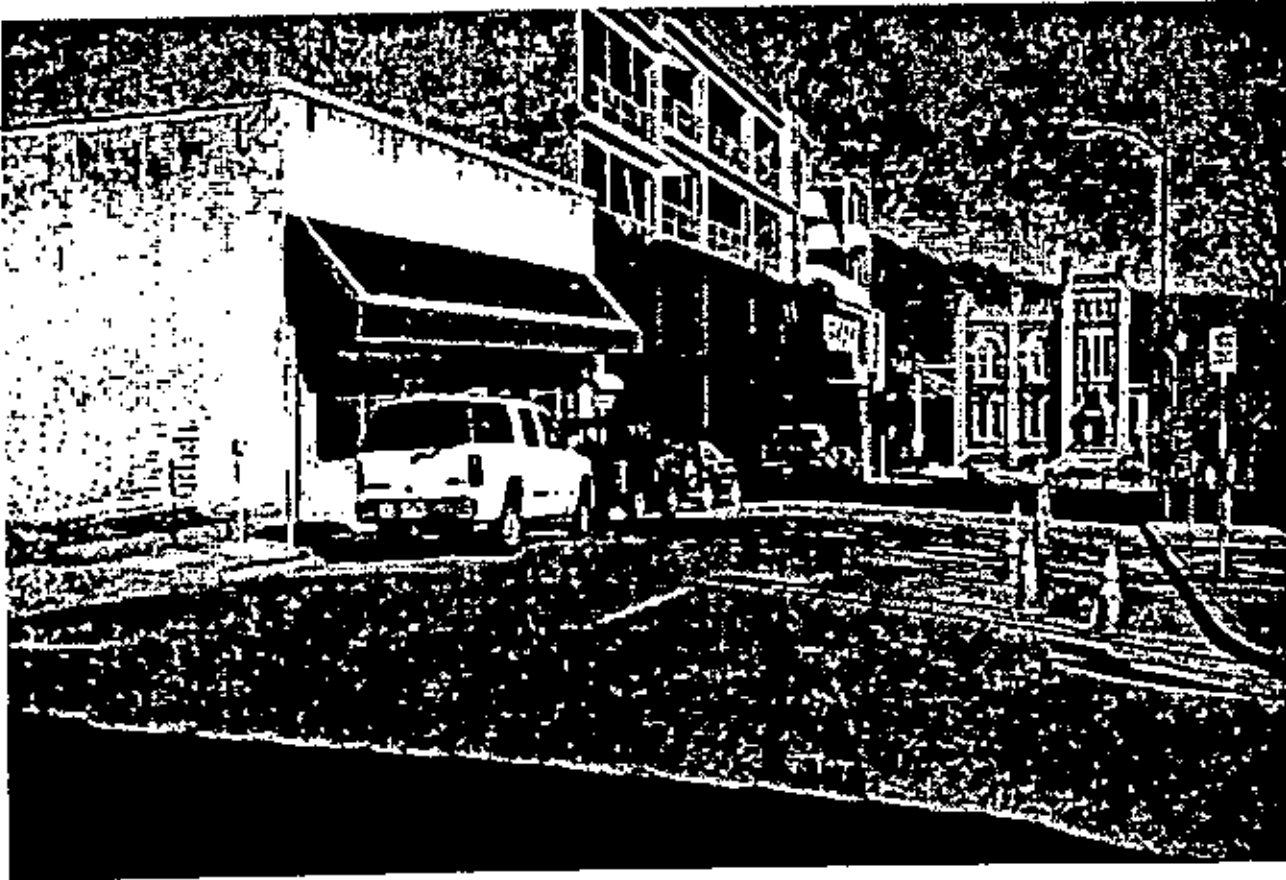
/slc

ATTACHMENT A



+ PARKING SPACES ON-STREET

ATTACHMENT B



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ELIMINATION OF PUBLIC PARKING ON THE SOUTH SIDE OF MOUNTAIN STREET IN FRONT OF THE JOHN PAUL HAMMERSCHMIDT FEDERAL BUILDING PURSUANT TO THE REQUEST OF THE UNITED STATES MARSHALS SERVICE.

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

Section 1. That the City Council hereby authorizes the elimination of public parking on the south side of Mountain Street in front of the John Paul Hammerschmidt Federal Building pursuant to the request of the United States Marshals Service.

PASSED AND APPROVED this _____ day of January, 2002.

APPROVED

By:

DAN COODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT

RESOLUTION NO. _____

A RESOLUTION TO WAIVE THE BUILDING PERMIT
FEE AND OTHER DEVELOPMENTAL FEES FOR HOMES
TO BE CONSTRUCTED BY HABITAT FOR HUMANITY

WHEREAS, Habitat For Humanity is a non-profit organization dedicated to assisting lower income people to build and own their own affordable homes; and

WHEREAS, it serves the public interest and is beneficial to the City as a whole that Habitat For Humanity helps provide such affordable housing in Fayetteville.

**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 finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction project serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction projects located in Fayetteville, Arkansas during the year 2002.

PASSED and APPROVED this the _____ day of January, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO WAIVE THE BUILDING PERMIT
FEE AND OTHER DEVELOPMENTAL FEES FOR HOMES
TO BE CONSTRUCTED BY THE SOUTH FAYETTEVILLE
COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the South Fayetteville Community Development Corporation is a non-profit organization dedicated to assisting lower income people to own their own affordable homes; and

WHEREAS, it serves the public interest and is beneficial to the City as a whole that the South Fayetteville Community Development Corporation helps provide such affordable housing in Fayetteville.

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 finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the South Fayetteville Community Development Corporation home construction projects serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the South Fayetteville Community Development Corporation home construction projects located in Fayetteville, Arkansas during the year 2002.

PASSED and APPROVED this the _____ day of January, 2002.

APPROVED:

By: _____

DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

Heather Woodruff, City Clerk

SFCD
A. 3.

ordinance and shall be guilty of a misdemeanor for any violation of the requirements of this ordinance.

B. Any driver or operator of a motor vehicle upon a motor vehicle racing facility shall be guilty of a misdemeanor if the driver or operator operates his motorized vehicle in violation of any of the terms of this ordinance.

C. Each hour or part thereof in violation of the operational hour limitations of this Ordinance shall constitute a separate violation of this ordinance and shall be punished by a fine up to \$500.00.

Section 6. Nothing in this ordinance removes or reduces a property owner's right to sue or seek an injunction against any owner or operator of a motor vehicle racing facility if such facility constitutes a private or public nuisance to that property owner.

PASSED and APPROVED this the ____ day of January, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

WE, THE UNDERSIGNED, SUPPORT RACING AT THUNDER VALLEY SPEEDWAY!

54	in Mike Smith		and lab
	Cheryl Koomer-Joe		Kenn Donald
	Brian Reed 47		Ernie Mitchell
	Jay Anderson 36		Mike Fark
	James Smith 137		MOSES MOSES
	Allen King 134		Edie Lee
	Jim Glavin		Lloyd Smith
	Bob Rowley 42		Linda Smith
	Robert Roberts 84		Cheryl Curlee
	Chris Beck		Tanda Curlee
	Lynn Beck		Don Curlee
	Gretta Smith		Phillip Curlee
	Jim Lynn		Heather Hager
	Sam MR		Harry Hadbeger
	B 10		Mike Colby
	Raphae Dalton		Keith Jones
	Henry Hawke		Glenn Hodge
	Nick Kaiser		Bruce Hodge
	Bobby Hawkins		Lisa Harnaway
	Ed Alth		Michael Harnaway
	Charles Mayes		Jeff Wilkenighty
	Jim Miller		Dennis Wilkenighty
	John Miller		Dan Lyons
	Wanda Huff 10	66	Sandra Lyons
	Gene Smith	old	Curtis Lyons
	Tom Smith		Pat. Tolman
	Mark Smith		David Mares 19m

Bob Wheeler
 Bech wheel
 Alla Shum
 Shelly Phillips
 Jack Dalton
 Stan Adams
 Bill Thangam
 Kelly Cochran
 Gondi Carson
 Lewis H Beach
 Kathy Beach
 Donny Handwerker
 Sammy Handwerker
 Lenny Kane
 Terri Ryan
 Belinda Brewer
 Woodrow McKean
 Cal Kelley

Diana Ponder
 Bill Reed
 Carrie Johnson
 Michael D. Faus
 Fred Abratti sk.
 Julie Bratti
 Jonathan Pruitt
 Scott Boyd
 Kenneth Boyd
 Thomas Boyd
 Christi Clayton
 Jerry Fay
 Kendall Martin
 Jim Saye
 Mike Potter
 Larry Potter
 Jerry Potter
 Terri Chad
 Jeff Chad
 [Signature]
 [Signature]

we, The undersigned, Support Racing at Thunder Valley Speedway!

104

52	Billy Combs	Donnie Dinsley
	Derek L.	Paylene Keeney
	Dona Chow	Chris K
	Wanda Lee Coors	Rick ex Keith
	Kara Holmes	Ram Keys
	Dick By	Jon Keys
	Brittan Henderson	Jackie Price
	Shirley Falkner	Judy Barnes
	Michael Mahan	Marion L English
	Waco Jones	Lollie J English
	Christy Vickery	Melona McCarver
	Paul Danner	Don Brown
	Wanna Whitlock	Donnie Carson
	Tyler Vernon	Terrell Baskin
	Johna Tracy	Jim Lee
	Larry Weatherbee	Nick Barker
	RR Weatherbee	Cheryl Lutz
	Ernest Vick	Clara Jones
	Patricia Vick	Troy Jones
	Christopher Hensley	Fred Gresham
	Amanda Keys	Betty Gresham
	Mamie Robinson	Carol Baker
	Felicia Free	Paul Baker
	Shannon Stewart	Ashley Gresham
	DAKOTA KORY	Sam Scamardo
	Lee Lorie Jones	Samantha Scamardo
	For Hensley	Willa Kaderell
	Kimberly Armstrong	Mark Slater

Jeremy Miller
Ruby Sizemore
Laci Armstrong
Samantha Cooper
Joy Phillips
Anna Phillips
MIKE O'NEALL

Danetta Burks
Howard Fields
Leidana Britton
Kenneth Britton
Sarah Bean
Robert Bean
Bradley Bean
Rebecca Bean
Hope + Bill Schiffman
Jimmy Hardin
Bobby Short
Carol Parker
Ryan Locust

Dan
Demi Dong

Susan Edwards
Ray PLEWS (WEST AUSTRALIA)
Thomas Long
Pete Long
Kathy Hulsey
Charon Houston

58
Ma Anderson
John Anderson
Wes Anderson
Margaret Macrie
Love Mackin
Rosetta Beck
Shawn Beck
Tim Beck
Walker Rogers
Vicki Crowder
Marsha Chism
Courtney Williford
Matthew Winters
Don McDaniel
Muriel McDaniel
Zanya McDaniel
Larry Madison
Grace McDaniel
Carolyn Wells
Laf Bell
Shirley Bell
Dan Wells
Jim Jones
Bill Brandenburg
Carson Brandenburg

Jessica Rogers
Karen Johnson
Cody Ficht
Walter
Chin Lundy

WE, THE UNDERSIGNED, SUPPORT RACING AT THUNDER VALLEY SPEEDWAY!

28

in

Liz Keen

Leslie Downing

Ken & Aileen

April Hardin

Maacke Burden

Melanie Prince

John A. Gray
Lynch

Ryan Marshall

Marty Christian

Michelle Combs

Sharon Steele

Peggy Williams

Johnny D. Baker

Kerri D. Baker

Sharon Felt

Steve Felt

Joseph Walker

Steve Adams

Vida Adams

Kendall Wilson

James Marshall

Cheryl Burgess
~~23~~
Linda Jenkins
~~23~~
Boyd Barker
Franklin Strong
Doug E. Edmonds
Ray Daniel Pettit
James J. White
Sheila
Stacia Williams
G. S. Linn
W. D. Capps
James Moss
Kimberly Moss
Todd Lipe
Franklin
Stacy Lynn
Kacey Reins
James B. Bering
Haley Arnold
Katie Edmister
John Evans
John Edmister
Erin
Kim Harrison
Ant Tbr
Sharon Hopen
Rae Troy
Lynolsey Hagan
Jerome Hagan
Grandson Goulet
Joe B
Bob Dams

Mal Hagan
Landy Stegeman
Aln Wodum
Wes Taylor
Gladys Taylor
Hart Hill
Penny Hill
Eddie McConnell
Enoch McElvrah
Michael Maggart
Terry Glee
J. M. Murrey
Brendy Brown
Vithien
Bud Tan
Hannah Perry
Mara Valdez
Tom Taylor
Bria Jackson
Jason Watts
Susan Quinn
Tara
Shonoff
Caitrey Williford
Tom Taylor
Charles A. McEllan
Nicole Romma
Michael McEllan
Heather Allen
Elvis Rick

Tanner Rodriguez • Betty Ramsey

Bert Hol ~~Van G~~ ~~Cond~~

Kathy Miller

~~Kimberly Jones~~

Stefanie Miller

~~David Balthus~~ ~~Ellen Balthus~~

CRUISE DeRou

Gauthier Schmitt

Paul Balthus ~~Brian Jones~~

Jared Lee

No. 101

~~Jeff~~

Rayon

ERIC DELEEN

Jamie Viers

Keith Hunsdon

~~Handwritten scribbles~~

~~Brian Hopper~~

~~Carol Ann~~

~~Christine Ramsey~~

Lisa Munn

Clinton Sutherland

Lucy R

~~Dayle~~

Betty J

Shane J

Darlene M

Carrie J

Roy Long

Cory J

~~Handwritten scribbles~~

~~Handwritten scribbles~~

James Hall

Mark Long

in O. Cul

Allen Skelton

Sandra Jones

Kathie England

Ron Kennedy

Linda Burkett

Steve Free

Hoppy Free

Liz Phillips

Brenda Long

Suzie Topkins

we, The undersigned, Support Racing at Thunder Valley Speedway!

Jim B. Campbell
Brad Claster

William Siemer
Sammy Brewer
Van Hine

Jamie A. Halst

Ronnie L. Adams

Robert Pruitt

Jennifer Price

Shawn Hendrickson

Laura Price

~~Ken~~ Kenny Price

Kenny Jasper

Jay Friedman

Bob Friedman

Loren Friedman

Chris Miller

Tom Duvall

Wally McDann

Michelle Friedman

Patty Friedman

Eden Collins

Austin Edens

Logan Martin

Jason McBurne

Brian McWhitty

Nick Speers

~~Paul Huff~~
Karen Huff

Paul Huff

Brenda McDonner

Deather McDonner

Missma

Roy Drummond

Judy Drummond

Clinton Drummond

Timmy Huff

Kim Huff

off Rafter

Dorinda Smith

Shirley Handley

Ray Handley

Marcie Gaston

Andy Gaston

Dustin Benson

Ralph Hoseman

Shelby Pitcher

Tim Aiken

MTB Mott

BETTY Ivy

Paul Bates

Paul Bates

Keith Sharret

Boica Thomas

WE, THE UNDERSIGNED, SUPPORT RACING AT Thunder Valley Speedway!

24

Margaret Marez

Brandi Jesc

Billie Smith

Jerry Smith

Lamie Smith

Christopher Smith

Mike Bowen

Jackie Bowen

Bobby Stout

~~Bill~~
Cody Martin

Bob White

Betty White

Betty Roach

Jason Roach

Steve Roach

Darlene Roach

Wayne Bentley

Mary Bentley

Charles Bentley

Joyce Lovell

Clifford Bentley

Randy Lovell

Wade Bell

W.G. Wooten
Melvin Kwamso
Boo Kwamso

Kirsten Kwamso

Amber Kwamso
Rebecca Kwamso

Teresa Easterwood

John J. Edwards

John Edwards

John Edwards

John Edwards

John Edwards

John Edwards

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John Edwards

John Edwards

John Edwards

John Edwards

John Edwards

John Edwards

John Edwards

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John Edwards

John Edwards

John Edwards

John Edwards

John Edwards

Rosett Elin

Jason Koch

Larry Main

Blake Bildebeck

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

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Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Larry Bryant

Thunder Valley
Speedway
Petition

62

Anthony Webb
PT Tully
St. ~~W~~
Wanda Anderson
Jina Marquez
~~Chris~~
Patricia Grant
Gay Hart
Pamela Martin
James Thompson
Gay L. Smith
Jennifer Edens
Dawn Williams
Carlton Williams
John Lewis
Tamar Lewis
Wynn Hoff
Eva Bailey
Helen Brackett
Jimmy Simpson
Billy Ross
Nancy Lockhart
Alden Smith
DYANE EBERHARD
Ron Dymon
Karin R. White
Chris Wetstone
Robert Callis
Brett Lewis
Ray Andrews
Stephanie Ellis
Ashley Reynolds
Mona Roberge

Tim Van Relt
Jandra Fletcher
W.J. Felt
Greg Anderson
Cynthia Ellis
Randy Lewis
Francis Whetstone
David + Tracy Nelson
Ed + Betty Nelson
Darrell + Rita Jackson
David Miller
~~David Miller~~

Brad Anderson
Sherry Thomas
Darryl Thomas
John D. Miller
Ryan Wright
Lindsay Remar
Ryan Highty
Lauri Long
Kisha McKenny
Daniel McHarg
Doug Shuchter
Charlotte Conner
Lena + Chad
Lisa Callaway
Horn Cook
Ramon Patton
Philip Merwath
Judy Patton
Thomas Patton
Lisa Merwath

WE, THE UNDERSIGNED, SUPPORT RACING AT THUNDER VALLEY SPEEDWAY! 114

Baller Slato

Dwery Naugh

W. A. Battell

Chris Lee 9/2

Quelena Juncos

Dee Vugy

Unet Puffat

Simon Proffitt

John E.

Jeff Belky

Heather Belky

Celena Beck

Amie Kelly

Reba Eoff

Kelly Eoff

Clint Kelly

W. B. M.

Brenda Keay

Windy Hall

Jordan Oxford

Lucie Dutton

Dany Oxford

Don Dutton

Melissa Moon

John E.

Billy

Dale K.

Jackson Miller

Estlene Barnes

David Reynolds

BreAnna Boon

Charles Eden

Carl Brown

Mary Brown

Brett Rastor

Odio Howard

Lee Engon

Dean Engon

Shawna Sympore

William Sympore

Bob Adams

Jay Adams

Shawn Adams

Misty Adams

Ricky Adams

Robert Adams

Keri Adams

Elaine Williams

Bill Dan

Susi Lehner

Chris Adcock

Brian Wolfe

Michelle Wolfe

Bethany Wolfe

Rebecca Miller

John & N. Miller

Umy Nova
Rick & Alicia Barret
Forrest Richard
Jany Curdian
Kenneth Kaul
Debbie Chabonle
~~John Tupper~~
Jennifer Fulfer
Cameron Shipp
Cassie Litsch
Fatty Youngblood
Robert Youngblood
Mia A. M.
Justin Fiske
Kendra Mitchell
Stephanie Womack
Geretta Murray
Larry Murray
Dey Pulley
Sandra Henderson
Ron Henderson
Pauline Lewis
Sage
Sheila Jump
Scott Brothers
Charles Brooks
Ken McKibben
T. A. L. E. F.
Domingo Gomez
Luis M. M.

Franklin Bevel
David P. Lammare
John C. Miller
Dee C. Lammare
Brandon G. Lammare
Johnnie Lammare
Charles L. Lammare
Bill Smith
John Smith
Chris Abbott
Malina Abbott
Ariel Segal
Christopher Chism
Ashley Chism
Toby Huff
Barbara Huff
Brandon Huff
Darian Huff
Franklin Huff
Daniel Blair
Dianna Scott
Jon White
Kurtis Conn
Sancha + Simmie Edens
Michael P. M.
Celia Bronnoff
Joe Brachett
Helen Brachett

WE, THE UNDERSIGNED, SUPPORT RACING AT THUNDER VALLEY SPEEDWAY!

Brian Parker
Mandy Michael
~~Pat~~
Steve All

Butch Parsons
Deann Hollingsworth
Burl Hollingsworth
Jimmy Myer
Bobby Cook
Linda Cook

Rita D. Clark
Rufus Staud
Debbie Haas
Red Koeber
Brandt Aufb

Sam Stenact
Kevin Guinn
Melina Guinn
Steve Miller
Alan Jensen
Marty Dixon
Tracy Fry
Darla Nix
Betty Fry
Shirone Fry
Wayne Nix
Shannon Fry

Michael Walker

Jennifer Fry
Wendell Jones
Virginia Jones
Harold Talburt
Bill Talburt
Rufus Green
Chi Kyr
Willie Sumner
Harold Carter

Harry Shewels
Jack Johnson
Fred Logan
Diana Johnson
Lynn Brown

Al K. Barth
Josephic Bartholomew
David Bartholomew
Lea Spallholz
Steve Lewis
Judy Brown

Charles Lutzger
Angie Lutzger
Carl E. Lutz
Lynne Stanfield
Rita Lutz
John Lutz

Sign here

Sign here

U 2/2

John Humphreys

Wm L

Scott & Gilbert

Pete Vang

Nancy Chis

Ben Hye

Brooks Bunker

Sting Early

Bob Duthart

Jeff Darnage

John Duthart

Co. Gyer

Thayer Coombe

Tex Sill

Ed Coombe

Wm L

Ben Hye

31
124
116
64
85

Shirley Tacker
Larry Tacker
Phyllis Hunter
Marvin Keith
Liddle Galt
Regina Smith
Dean Juan
Crystal Mendoza
Stella Shabish
Sheila Hellingworth
Jackie & Cheryl
Dana Miller
Rachel Livermore
Rick Harnett
Myron Sharp
Kevin Ladd
Ernest Ladd
Lillian Ladd
Fred Ladd
Patty Ladd
Helen Ladd
Jill Bates
Shannon Davis
Ashley Lippen
Sally Hunt
Hazel Conner
Doris Davis
Allen Davis
Travis Hernaldt
Cecil Whittle

(Missouri)
" "
Bryan R. Pouch
Todd Johnson
Jerris Johnson
Lafisha Johnson
Eric Reese
Anstill Reese
Kenny Sims
Cheryl Bird
Joss Sims
Gray Sims
Adora Simon
Lana Simon
Kearis Simon
Veriael Gumm
Linda Berrk
Sandra Hollomore
Paul & Helen
Melba 35th
Frederick Foster
Fred Wilcox
Linda Wilcox
Lana Papp
Kelly Brown
Gina Brown
Jill Brown
Amanda Wminger
Maranda Malden
Shelli Lewis
David Voat
Donna Mitchell
mistake

Jeanie Harrison
Mrs Carey
Stacy whetstone
Dudley by Cottle

WEDNESDAY, SEPT. 26, 2001

T H E R E

Council Considers Action To Sue Track As Nuisance

THUNDER VALLEY SPEEDWAY DRAWS NOISE COMPLAINTS

By Sharla Bardin
THE MORNING NEWS • SBARDIN@MYAONLINE.NET

FAYETTEVILLE — The City Council will consider next week action that would authorize the city attorney to pursue a public-nuisance lawsuit against Thunder Valley Speedway.

Neighbors of the racetrack in South Fayetteville have complained about the noise from the speedway and in July circulated a petition, with nearly 200 signatures, that supports filing suit, said Councilor Brenda Thiel in Tuesday's council agenda-setting session.

The race track, however, lies just outside the city limits and, therefore, is outside the scope of city ordinances regulating noise and hours of operation.

Washington County has no ordinances regulating noise.

Now the Fayetteville City Council will consider a resolution to authorize City Attorney Kit Williams to file suit, if necessary, against the owner and manager of the dirt track on Willoughby Road.

Williams said Tuesday he will talk with the speedway manager to see if an agreement can be reached. Efforts to reach race-track representatives Tuesday night were unsuccessful.

The council will consider the proposed resolution to file suit at 6:30 p.m. Tuesday in City Hall at 113 W. Mountain St.

Councilors Thiel and Robert Reynolds, who both represent south Fayetteville, discussed the issue Tuesday, saying the idea is not to put the speedway out of business but to encourage it to be a good neighbor.

One of the major complaints is the noise of the cars racing into the late evening hours. The city's police department took meter readings of the noise — at the request of Thiel — and, in one instance, found the sound

level to be "approximately three times higher than even an industrial zoning would allow," according to a memo from Assistant Police Chief Rick Hoyt.

Thiel and Reynolds say they would support races shutting down at 10 p.m.

Williams said Tuesday that there was a decree issued in 1972 that required the track to end races at 10 p.m. Still, enforcing that old decree is difficult, he said.

Williams does believe the city "has a very good chance" in court, and the suit could be filed on behalf of the community and its citizens.

In other items, the council had a special meeting Tuesday after the agenda session to approve a \$2.4-million grant agreement with the Federal Aviation Administration for runway improvement at Drake Field.

The money will be used for such things as paint and rubber removal from the runway, restriping the runway and widening taxiways.

1c

we, The undersigned, Support Racing at Thunder Valley Speedway!

Richard Perry

Wm. Wright

Jack H. Paine

Gerre Pratt

Joe Ed. Martin

Cham. Beady

Bill St. John

Ally O. Russell

Anthony Davis

Klaus Kunkel

Keith Moore

Jim Meehan

Beck Clem

Lynn Walker

Val Watter

Lyndell Thomas

Larry Bell

Mark White

of it - Torquand

Cathy Blake

Joe Walker

Ward Beck

Pat Jones

Quanita Young

Tosha P. Moor

Jim A. Parks

Christina Damasco

Vioda Woodrum

Barbara Hoorn

Bonnie Hill

Lennie T. Horn

Diane Wathen

William R. May

Cham. Seaton

Charles Cowder

Rebecca Upton

Matt Stamps

~~James~~

Dras ETT

James Main

Chris May

Paul Brewer

Ray Brown

Peta Brown

Glenda Fegan

Donna Smith

Luan Fegan

Jeanne Pennington

Mary Cope

Jim Cope

Ashley Simler

Jim Gooding

Thelma Kyle

Stewart Kyle

77 We, The undersigned, support racing
at Thunder Valley Speedway!

Mitch Lawson

Mike Lawson

Dan McGinley
For Oak

~~For Oak~~

Mike Bohannon

Patricia Cleve

For Church

Burling McGinley

James R. Edmonson

Sammy Silver

E. J. Loh

For Oak

For

Bob Lettich

For Oak

For Oak

Lavina Map

Ken Map

Chris Loh

For Oak

Matt Williams

Doys Flayd

Stanley Thompson

Billy R. Umbach

For Oak

For Oak

For Oak

we, The undersigned, Support Racing
at Thunder Valley Speedway!

Monte Joe Elliott

~~Steve~~ Jeff

David F. Jackson

David L. Hahn

Shelia F. 10000

Kim Webb

Craig Boone

Lena Blockmeyer

Steven Tenny

Dustin Hill

Karl Hahn

Just Blum

Judy Berry

Gary Barnes

Phillip Barber

Dennis Hill

Theresa Sweener

Jim Hahn

we, The undersigned, Support Racing
at Thunder Valley Speedway!

Carol J. Jelling

Alisa Jacks

Lyvanda Hipps

Kevin Vannoy

Jeff Pratt

Wally Cox

Ed & Ed

Roni Rouni

Don Clark

Jack K.

Bruce Vesett

Max B. Jones

Shanna L. Richardson

John M.

Felicia Moore

we, The undersigned, Support Racing
at Thunder Valley Speedway!

Alfred Carter

Eddy Corwell

John Hays

Don Hays

Johnny Hambro

David Corbell

John Hays

Walter Lepler

Ray - Webb

Jackie Blake

Brod Hollingsworth

Ray Lepler

Harrell Spaulin

Timothy Spaulin

Please Sign

Summer Voelker 927-0032

at Thunder Valley Speedway!

Greg Latta

[Handwritten signature]

Glenn B.

George Mackay

Kapil Bhat

De Enay

Arthur Tappan

Ray Sutton

Geo. M. D. L.

Frank Morrell
M. J. M. T.

Mist Sun

Mike Simpson

Frank Meins

Debrah Sullivan

Alan Wright

Jamie Richardson

James Burke (Bucks)
Det 8.1A

John C. M.



Jonny G. J. N. G. 751-0850

Myself and

De Bully's 750-7806

European Partridge 100-2103

Shah (Mudra) 15/2/20

Lab. All. - 750-9954

John C. Calverley, Secy.

we, The undersigned, Support Racing at Thunder Valley Speedway!

Christina Rogers

Brandi Chism

Kenny Chism

Raymond Weston

John Weston

Steve Weston

Angela W. Zito

Tulie Walker

Jeff Walker

Mark Wells

Mark White

Mark White

Marlys Petalio

Troy Smith

Tom Smith

Tom Green

Judy Beck

Keith Schwarz

Kevin Schwarz

Yvonne

Chris Hawthorn

Don Arpin

Don Arpin

Amie Spiller

John Spiller

Clay Miller

Rebecca Starnes

Ma. T. London

Chawna Buck

Don Davidson

Butch Chism

Corrine Chism

Martha Reutson

Tom Sargent

Ammy Phillips

Lois Jones

Lois Jones

Lois Jones

Lois Jones

JERRY D. ROSS

Anna Brown

Eric Gore

John Johnson

Don R. R. R.

Don R. R. R.

John Cove

Clay Smith

Brandon Smith

Shirley M. Ballard

Nickie Ballard

Chris Selvey

Chris Selvey

Chris Selvey

Chris Selvey

Chris Selvey

Chris Selvey

Chris Selvey

WE, THE UNDERSIGNED, SUPPORT RACING AT THUNDER VALLEY SPEEDWAY!

William J Kirk

Dan Cone

MICHAEL EVANS

JAYSEN EVANS

ERIC EVANS

John McDonnell

Stephen Barton

DAVID CHISM

MARK BRUNN

Eric Ellis

Cob Morris

Chris Webb

Rubena Hale

Gaster Johnson

Milka Ficht

Dr Fields

Beverly French

Cody Fitch

Bobby Murray

Larry Murray

Loretta Murray

Brian Murray

David Murray

Virginia Murray

Dylan Murray

Nadiger Murray

Genele Donaldson

Paul B. H.

Wanda Roring

Don

Cardann Bradley

Cher Ojima

Bill R.

Nob. J. Perry

Jayne E. Hain

Tracy Hatten

Phyllis Jones

Jackie Stephens

Bob F. Johnson

John E.

Joan Mackey Jr

Donna Morton

Paul White

Danny Jones

Wesley R.

Mark A. Swartz

Sabrina DeMott

Jan Bartlett

Bogert W. Van Riper

Kelly Thomas

Danna Rhapp

Cher Anderson

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

Print Name	Sign Name	Address
JAMES PREDDY	<i>James Preddy</i>	311 E. N. St
Hermana	Hermana	927 Catfish
Troy Brandenburg	<i>Troy Brandenburg</i>	10133 W Jeter rd. Fayetteville
Jeff Freitas	Jeff Freitas	1838 Stokembury Elkins, Ar.
Jerred Dook	Jerred Dook	13897 Grassy Lane Rd P. Grove
Jennifer Kinze	<i>Jennifer Kinze</i>	11452 S. Hwy 2605 Prairie Grove
Craig Delco	<i>Craig Delco</i>	5519 Shell St Fayetteville, AR
Harold Yates	<i>HAROLD YATES</i>	10912 COOK RD. PRAIRIE GROVE ARK
K2 Turner	<i>K. V. TURNER</i>	GARFIELD ARK 17654 MARSHALL 72732
Betty Turney	Betty TURNER	17654 Marshall St. Garfield, Ark. 72732
Shae Burk	<i>Shae Burk</i>	1511 N. 1st St. 1511 N. 1st St. Rogers, Ark. 72756
Tom Stone	<i>TOM STONE</i>	3480 E HUNTSVILLE RD. 25 FA
George C McBoee	<i>Rep. - With</i>	3480 HUNTSVILLE rd #9 Fayetteville
✓ Cindy McBoee	<i>Cindy McBoee</i>	3480 Huntsville Rd. #9 Fayetteville
Pam Anderson	<i>Pam. Anderson</i>	2522 Anderson Summer
✓ Terrod Stevens	<i>Terrod Stevens</i>	#1 NORTH School 1808
✓ Glen Moppin	<i>GLYN Moppin</i>	3135 City Lake Road.

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

Print	Sign	Address
Boley Stout	BOLEY STOUT	1469 N. SONS HILL FAY
Christal Ramsey	Christal Ramsey	830 S. Locust Fay
✓ Steven Mahone	J. Mahone	1318 S college Fay
✓ Paul D. Sison	Paul D. Sison	2575 W. 6th St. B19 Fay Ar. 72708
Bruce McClinton	Bruce McClinton	114 Riverwood Ave West Fork 72764
① JAMES FAUST	James Faust	209 N. OLIVE Fayetteville, AR 72701
Harold Jones		101 E. MAIN Farmington AR
Mitch Webb	Mitch Webb	4483 Renee Ct.
Jerry Wiles	JERRY WILES	775 W SYCAMORE APT 11
Clifton Moore	Clifton Moore	705 Washington
✓ Oscar Daniels	Oscar Daniels	12426 Hwy 16 West
Jerry Pry	JERRY PRY	FAY ARK 13275
Don Warr	Don Warr	Rd 1 Box 13 DUNCAN #46 Westville OK.
Neeta Cheatham	NEETA CHEATHAM	P.O. Box 822 Fayetteville, AR 72744
✓ SABETTE GOODMAN	Sabette Goodman	654 W. Cherry St. Fayetteville 72701
✓ Charlene Miller	Challene Miller	2901 S. School Fayetteville, Arkansas
✓ Judy Smith	Judy Smith	3285 City Lake Rd Fayetteville, Ar

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

✓ VONNE Gunkr	Vonne Gunkr	2856 South School AV 72705
✓ Dora Freeman	Dora Freeman	Box 2985 Fay, AR 72702
✓ DON Hawley	DON Hawley	285 Holly St. Fayette AR
✓ Terry Osburn	Terry Osburn	2760 S. Denver Fay. AR. 72701
✓ John Simmons	John Simmons	2760 S. Denver Fay. AR. 72701
✓ DEVEN Wilson	Deven Wilson	2417-5 N. Tull Fay. Ark 72704
✓ Betty Hutchens	Betty Hutchens	2720 Haddon Fay. Ark.
✓ KAREN INGER	Karen Inger	466 W. WILLOWAY FA
✓ NANA LYNN	Nana Lynn	466 WILLOWAY FA
✓ Krista Freshman	Krista Freshman	1901 Sycamore Pl. Springfield
✓ Mervin Freshman	Mervin Freshman	1901 Sycamore Springfield
✓ ED HARPER	Ed Harper	301 WILLOWAY RD.
✓ PAMELA HARPER	Pamela Harper	301 Willoway Rd.
✓ EARL SMITH	Earl Smith	3285 City Lake Rd Fay
✓ Brenda Baber	Brenda Baber	1391 farmer ave. Fay.

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

Print Name	Sign Name	Address
✓ ED BENTON	Ed Benton	2575 W 6 th A-21 Fay, Ar.
✓ Jeremy Stewart	Jeremy Stewart	535 W 6 th Fay AR.
✓ Zona Waits	Zona Waits	868 S. Locust Fay Ar.
✓ Jane Bell	Jane Bell	797 Cherry Ln. Fay. Ar.
✓ Rodney Behrman	Rodney Behrman	1744 W 16 th N 16 Fay, Ar.
✓ AMELIA GARCIA	Amelia Garcia	943 S Washington Fay Ark
✓ Brandon Scott	Brandon Scott	5465 E. Huntsville rd. Fay, Ar.
✓ LEN BIGGINS	Len Biggins	2650 Wynnum Rd FAy
✓ Fred Ramsey	Fred Ramsey	830 S. Locust, Fay, Ark.
✓ Roy Duke	Roy Duke	1142 Lightship Way Fayetteville
✓ DAVID M BASSETT	David M Bassett	223 S College Fay
DANNY STEWART	Danny Stewart	1174 S. Wood AVE Fay
James Raby	James Raby	2900 N Dixie land Rogers ARK
✓ Desirée Goforth	Desirée Goforth	5010 S. Gary Fayetteville AR
✓ James Nelson	JAMES NELSON	3804 GARDENIA DR. Fay AR
✓ Bonnie Huey	BONNIE HUEY	2738 TRAVIS FAy, AR
✓ CAROL McMANIS	Carol McManis	938 E Rogers Rd Fay.

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

Print Name	Sign Name	Address
DON CAMPBELL	Don Campbell	ROGERS
DAVID JAMES	David James	1035 OAK RD FAYETTEVILLE AR 72704
JACK DONATO	Jack Donato	2000 W GARLAND FAYETTEVILLE AR 72704
Grace Blackburn	Grace A. Blackburn	808 So Locust Jay 72701
Cherry Corp	Red Ridel	451-1664
Peggy Woods	Peggy Woods	P.O. Box 558 ELKINS GR 72727
MARSHA KITCHEN	MARSHA KITCHEN	1410 688 S. GARDEN AR 72752
John Huffman	B S Blackburn	RD 443-0803
John M. Allen	15315 BLACK OAK Fay. AR 72701	442-8943
Faye Ryals	Faye H Ryals	205 O'NEAL LN PO Box 15 ELKINS AR
JAMES B RYALS JR	JAMES B RYALS JR	205 O'NEAL LN PO Box 15 ELKINS AR
Joe B Ryals	Joe B. Ryals	P.O. Box 6 20523 KIRKLEY RD. ELKINS AR 72727
Pam Williford	Pam Williford	P.O. Box 247 Farmington, AR 72730
Phil Bridges	Phil Bridges	10171 N Hwy 265 S. Fayetteville Ark
Patsy Cribb	Patsy Cribb	16048 Friendship Church Rd 15048 Friendship Church Rd. West Fork
Joe Magadan	Joseph Magadan	1149 S West Fay AR.

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

[illegible]

I am signing this petition to let the Fayetteville City Council and whomever this may concern know that I do not consider Thunder Valley Speedway to be a public nuisance.

[illegible]

STAFF REVIEW FORM

Recycling Receptacles
C. 1. Page 1.

- ☒ Agenda Request
☐ Contract Review
☐ Grant Review

the Fayetteville City Council meeting of JAN 2002

FROM:

Melissa Terry Solid Waste and Recycling Environmental Services
 Name Division Department

ACTION REQUIRED:

Request for approval to purchase 27 waste/recycling receptacles from the Windsor Barrel Co. for the Downtown Area, the Square and Dickson Street.

COST TO CITY:

<u>\$ 19,353</u> Cost of this Request	<u>\$ 40,550</u> Category/Project Budget	<u>Recycling Materials</u> Category/Project Name
<u>5500-5060-5225.00</u> Account Number	<u>\$ - 0 -</u> Funds Used to Date	<u>Recycling</u> Program Name
<u> </u> Project Number	<u>\$ 40,550</u> Remaining Balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]
 Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

<u>Maria Farkley</u> <u>12/26/01</u> Accounting Manager Date	<u> </u> <u> </u> ADA Coordinator Date
<u>[Signature]</u> <u> </u> City Attorney Date	<u>Jenny Smith</u> <u>12/26/01</u> Internal Auditor Date
<u>P. Licio</u> <u>12-27-01</u> Purchasing Officer Date	

STAFF RECOMMENDATION: Approval of the Resolution.

<u> </u> Division Head	<u> </u> Date	<u>Cross Reference</u>
<u>[Signature]</u> Department Director	<u>12-20-01</u> Date	New Item: Yes No
<u> </u> Administrative Services Director	<u> </u> Date	Prev Ord/Res #: <u> </u>
<u>[Signature]</u> mayor	<u>12/26/01</u>	

Recycling
C. 1.

Page 2

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

al Auditor

CITY OF PAYETTEVILLE, ARKANSAS
PURCHASING DEPARTMENT
REQUEST AND QUOTATIONS FORM

QUOTE NUMBER: _____ ACCOUNT NUMBER: 5500 - 5060 - 5225.00
DATE: 12/10/01 PURCHASE ORDER NUMBER: _____
DATE NEEDED: ASAP DEPARTMENT: Solid Waste & Recycling
TAKEN BY: Melvin Terry

DESCRIPTION OF ITEM(S):
Streetside waste/recycling receptacles
for Square, mth. St., Center St.,
Block St. & Dickson Street

QUANTITY: _____

VENDOR LIST	UNIT PRICE	TOTAL PRICE	TERMS/REMARKS
VENDOR #1: Windsor Barrel Works ADDRESS: P.O. Box 47 Kempton, PA 19529	\$ ^{27 units} 716.78	\$ 19,353.60	Aluminum Frame
VENDOR #2: Recy - Cal Supply Co. ADDRESS: 408803 County Center Dr. Ste. #P Temecula, CA 92591	\$ 631.21	\$ 22,150.25	Custom order (no pix)
VENDOR #3: Fibrox Products ADDRESS: 3724 Cook Pkwy. Chesapeake, VA 23323	\$ ^{33 units} 600	\$ 19,800.00	Custom order Steel frame/no pix
VENDOR #4: ADDRESS:			

COMMENTS: Windsor barrel works is the only manufacturer of this product. The other 2 quotes are from vendors making a similar product, but no standard combination unit.

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Vendor #:

11068

Vendor Name:

Windsor Barrel Works

Address:

P.O. Box 47

FOB Point:

Fayetteville, AR

City:

Kempton

State:

AR

Zip:

72701

Ship To Code:

Requester:

M. Terry

*Requester's Employee#:

2012

Extension:

Requisition No.:

Date: *****

P.O. Number:

Expected Delivery Date: ASAP

Mail:

Yes ___ No ___ XX

Taxable:

Yes ___XX___ No ___

Division Head Approval:

Item Description:

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Number:

Project/Subproject Number:

Inventory #

Fixed Asset #

1 Waste/Recycling Receptacles

27

Lot

\$716.78

\$19,353.06

5500-5060-5225.00

2

\$0.00

\$0.00

3

\$0.00

\$0.00

4

\$0.00

\$0.00

5

\$0.00

\$0.00

6

\$0.00

\$0.00

7

\$0.00

\$0.00

8

\$0.00

\$0.00

9

\$0.00

\$0.00

10

\$0.00

\$0.00

11

\$0.00

\$0.00

SHIPPING/HANDLING

\$0.00

\$0.00

Special Instructions:

Subtotal: \$19,353.60

Tax:

TOTAL: \$19,353.60

Approvals:

Mayor:

Admin. Services Director:

(including office use only)

Department Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

SOLE SOURCE JUSTIFICATION

PURPOSE:

This form, with one or more categories completed, must accompany purchase requisitions for the sole source procurement of equipment or supplies exceeding \$500 (purchases from State Contract vendors excepted). The purpose of sole source justification is to show that competitive bidding is impractical because only one product or service provider can meet a specific need. Therefore, an equitable evaluation of comparable products or services must be made and documented by the requestor which shows that rejection of other products or services is based solely on their failure to meet that need. In cases where no other comparable source can be identified, a technical description of the product requested and a listing of those companies which were considered as alternate sources must be provided. Sole source justification cannot be based on quality or price. Quality can be a subjective evaluation based upon opinion. Municipal (public) procurement law requires price considerations be evaluated via competitive quoting or bidding.

While all sole source justifications are subject to review, sole source justified purchases of \$5,000.00 or more must be publicly bid. During this time other suppliers will have the opportunity to review the request and submit a quotation for an equivalent source. Therefore, justifications must contain clear, in-depth, and accurate information in order to avoid protests and the possibility of delaying the procurement.

INSTRUCTIONS:

- 1) Please type or print legibly in ink.
- 2) Complete all categories and sections that apply.
- 3) Provide full explanation, complete descriptions, and/or list all relevant reasons where space has been provided. Sole Source Justification forms lacking sufficient detail cannot be approved.
- 4) Sign (in ink) and date the form in the space provided for "signature".
- 5) Improperly completed, and/or unsigned forms will be returned to the sender.

TO: Purchasing Division

DATE: _____

FROM: _____

DEPT: _____

Names of Requisitioner & Dept. Head

SUBJECT:

Sole Source Justification

Purchase Requisition _____ (attached)

Proposed Vendor _____

Product Description _____

STATEMENT

I am aware that Arkansas State Municipal Law mandates that the procurement of services, material, equipment, and supplies be via competitive bidding whenever the amount is over \$500.00. However, I am requesting sole source procurement based on the following criteria. (Attach additional sheets as necessary):

1. The requested product is an integral repair part of accessory compatible with existing equipment. (please state the manufacturer and model number of existing equipment):

2. The requested product has special design/performance features which are essential to my needs.
Both A and B portions of this category must be completed.
A. These features are _____

Combination non-recyclable waste and recyclable streetside receptacle. This unique design allows pedestrians to properly dispose of all potential waste / litter. These combined units are also very compact & don't take up as much room on the sidewalks as multiple bins.

- B. In addition to the product requested, I have contacted other suppliers and considered their product of similar capabilities. I find their product unacceptable for the following reasons (identify companies contacted, individuals contacted, model number and specific technical deficiency).

The 2 other vendors do not normally make the combination unit. They can custom manufacture the units, but we have no guarantee about how the final product will look. The recommended units are also made out of aluminum, while the other 2 use steel. Over time the aluminum frames will save on maintenance costs, whereas the steel will rust & will frequently need repainting.

Recycling Receptacles
C. 1. Page 8.

KETTLE CREEK CORPORATION

P.O. Box 47 · Kempton, PA 19529

December 11, 2001

Melissa Terry
City of Fayetteville
Solid Waste Division

Dear Melissa:

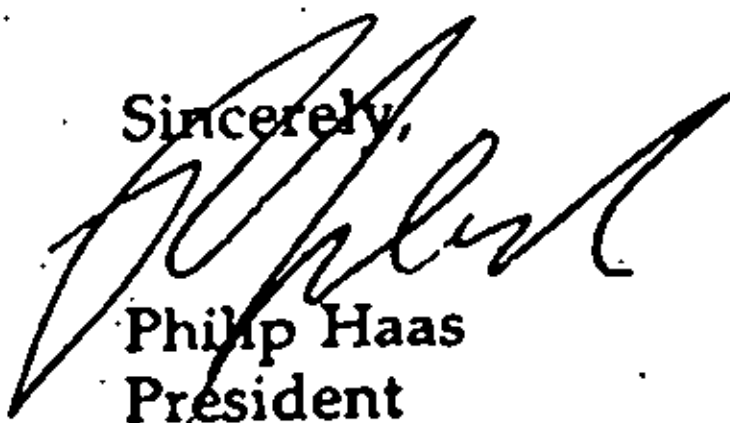
Thank you for this opportunity to provide pricing for ²⁷ streetside waste and recycling containers.

The following quote meets your specifications completely. I do want to point out that the container we have quoted mounts to the surface by bolting the unit through 3/4" bolt holes in the bottom of the container. There is no flange per se. However, if some sort of flange is deemed necessary, I am certain we can provide something to meet your requirements.

Our recycled plastic lumber is manufactured by USPL, Inc. Our contact with USPL is Guy DeFeo, 800-653-2784.

I look forward to working with you and the City of Fayetteville.

Sincerely,



Philip Haas
President



WINDSOR
Barrel Works



Kettle Creek
DESIGNS

3. The requested product/service is essential in maintaining instructional or administrative continuity.

_____ Requested product is being used in continuing instructional experiments and require it for comparability of results.

_____ I have standardized the requested product/service; the use of another would require considerable time and money to evaluate.

Explain: _____

4. The requested product is one which I (or my staff) have specialized training and/or extensive experience. Retraining would incur substantial cost in money and/or time.

Explain: _____

5. Please consider sole source approval for this reason(s) (e.g. trade-in allowance; availability of service, parts, and maintenance; product is a prototype; etc.): _____

Authorization:

Full Name and Title of Requisitioner Melissa Terry, Sustainable Environment
(typed or printed in ink) Educator

Signature Melissa Terry

Date 12-13-01

Full Name of Department Head and Title [Signature]
(typed or printed in ink)

Signature [Signature]

Date 12-13-01

KETTLE CREEK CORPORATION



PRICE QUOTATION

PREPARED FOR:

MELISSA TERRY
FAYETTEVILLE, CITY OF
113 W MOUNTAIN

FAYETTEVILLE AR 72701

Phone: 501/444-3464 FAX: 501/444-3478

PRICE QUOTATION

TERMS OF QUOTATION:

Quote prepared by:

Quote Number: 20010578

Quote Date: 12/11/01

Valid for: 30 days

Qty	Item	Description	List Price	Discount Price	Extension
27	CF 5032D	34" Lg. Flat Top Barrel, 2 hole lid, liners w/doors	896.00	716.80	19,353.60
54	C 3175	Lid Baffle	33.00	0.00	0.00
					0.00

Special Notes:

Lid Baffles included at not extra cost.

Subtotal 19,353.60

Shipping

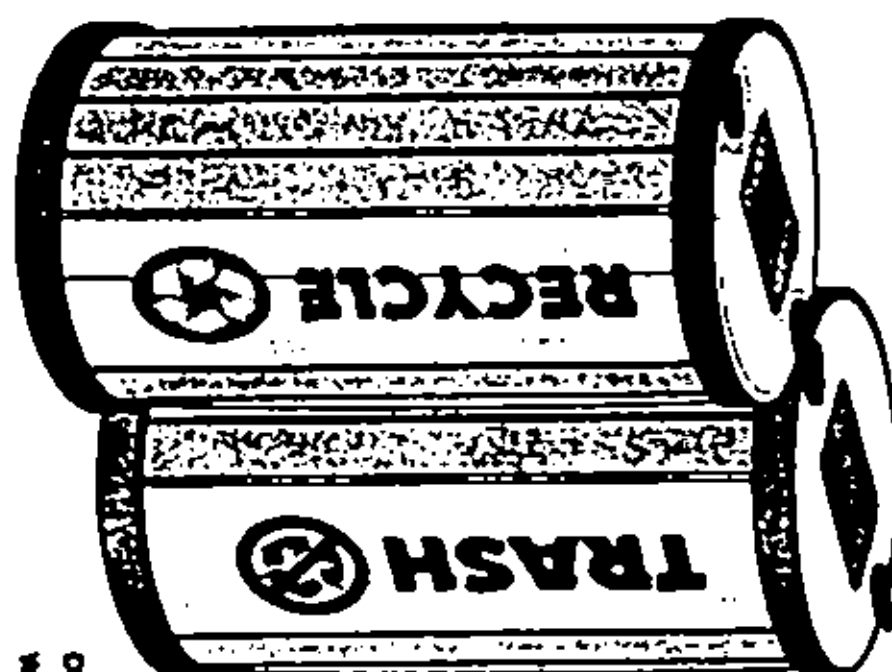
Total 19,353.60

This quotation is provided as a courtesy for customers to purchase line items as they appear in our catalog and published price lists. It is not to be used as a competitive bid for the purchase of products that meet broad specifications. Windsor Barrel Works requires a written request for competitive bids accompanied by written specifications. This applies to both formal and informal bid processes.

PO Box 47, Kempton, Pennsylvania 19529
Toll-free 800/527-7848 • Telephone 610/756-4344 • Fax 610/756-6389
Windsor Barrel Works is a division of the Kettle Creek Corporation



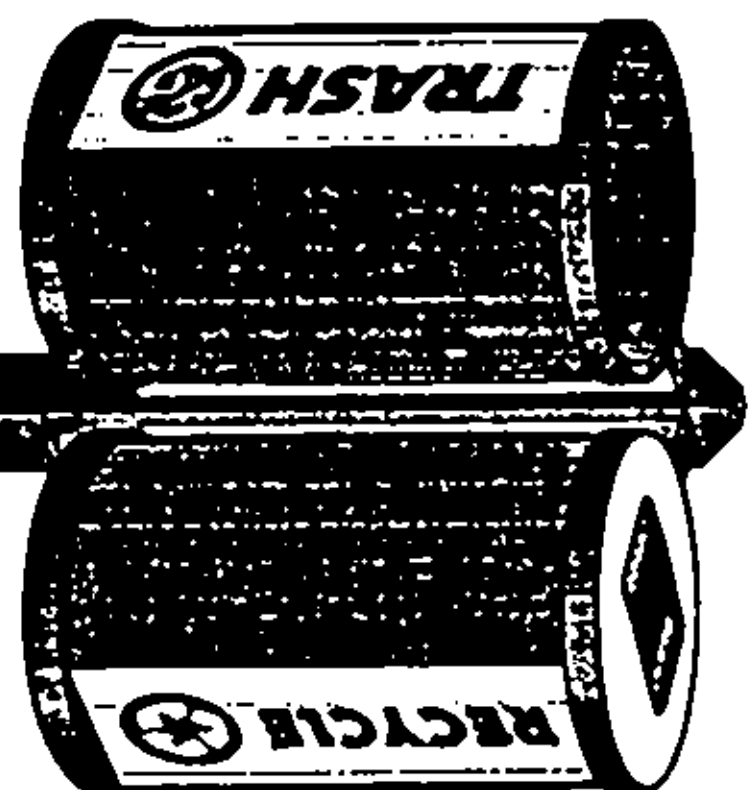
Flat Tops



color:
weathered-wood

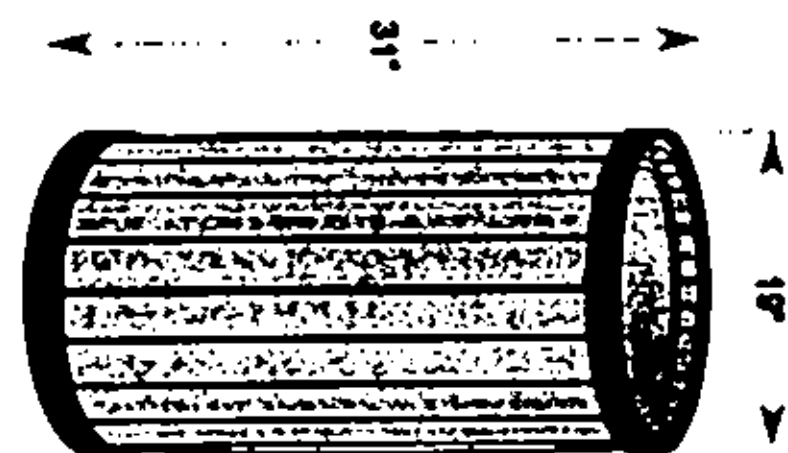
CF 1020G • Two Flat Top Barrels with Graphic Panels
(pictured with optional Item C 3172 Lock and Hinge)

Traditional design features exposed barrel rims painted with accent colors and a perforated aluminum bottom. Lids are made of molded ABS plastic. Stock rim colors: Black, Green, Blue. Call for information regarding custom rim and flat color combinations.



color:
dark brown

CF 0021G
Two 28" Flat Top Barrels,
3-sided Post & Graphic
Panels



CF 3010
Flat Top Barrel
without Lid



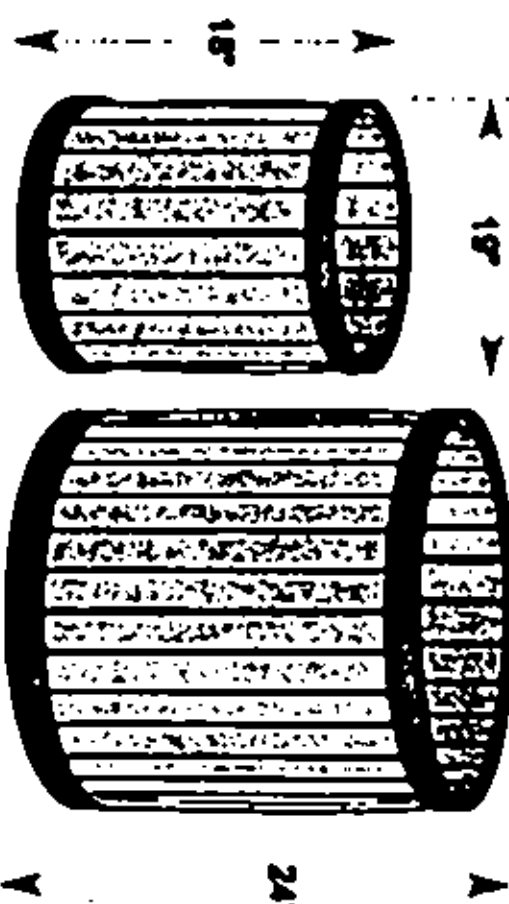
CF 3030G
Flat Top Barrel with ABS
Lid & Graphic Panel



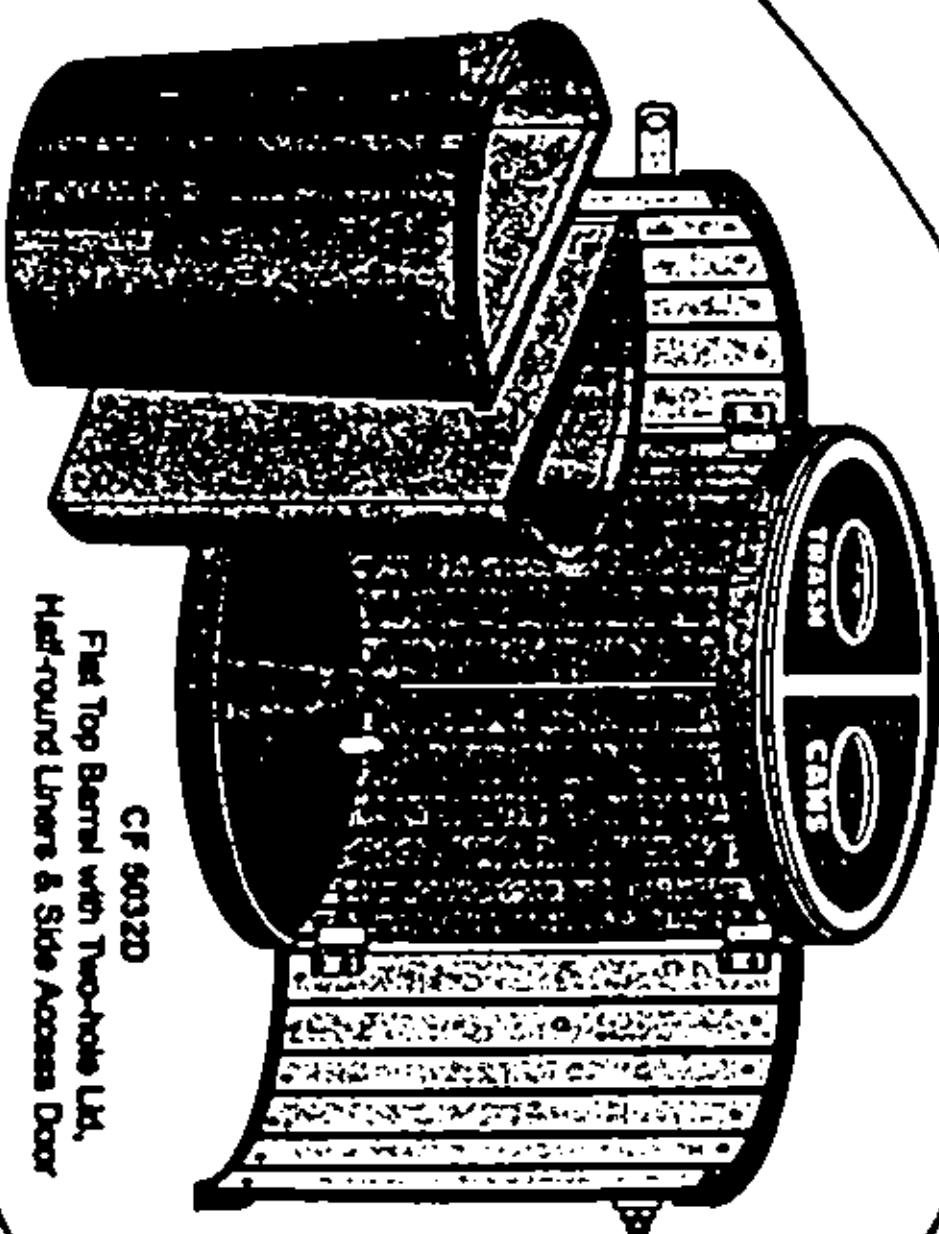
CF 1030G • Line-up of three Flat Top Barrels with Graphic Panels

Choose from this list of standard messages
(others available at an additional cost)

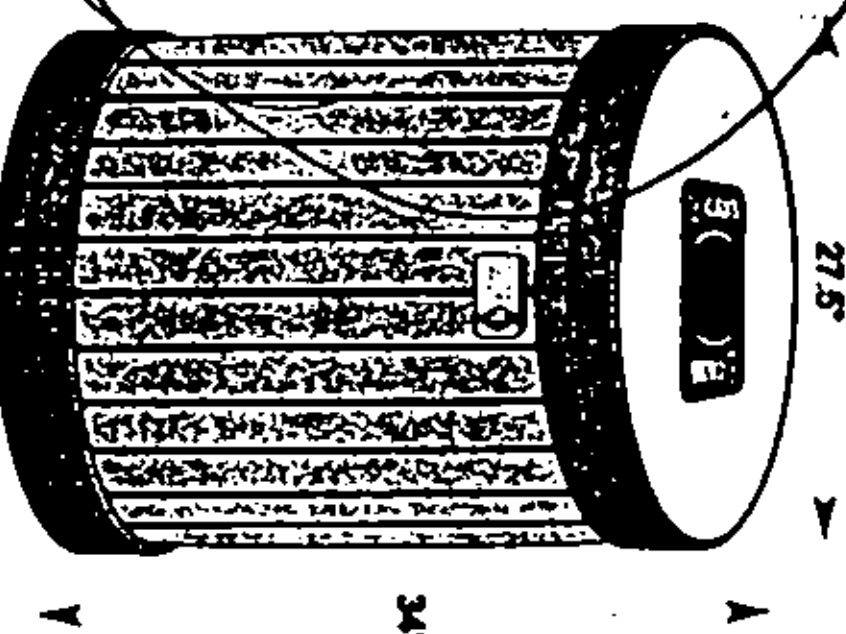
- CANS
- GLASS
- CANS & GLASS
- CANS GLASS PLASTIC
- PLASTIC
- GLASS & PLASTIC
- RECYCLABLES
- TRASH



CF 3730 Small Flat Top Planter
CF 3750 Large Flat Top Planter



CF 9032D
Flat Top Barrel with Two-hole Lid,
Half-round Liners & Side Access Door



CF 9030D
Large Flat Top Barrel,
One-hole Lid & Side
Access Door

Windsor Barrel Works • P.O. Box 47, Kempton, Pennsylvania 19529 • 800/527-7848 • Fax 610/756-6389

Due 12/13/01

FAX TRANSMITTAL



Date: 12/12/01
Pages: 2
To: City of Fayetteville, AR
Attention: Ms. Melissa Perry
Fax Phone: 501-444-3478
From: Ms. Diane Ruthe

The Fibrex Group, Inc. - 3734 Cook Blvd. - Chesapeake, VA 23323

** If transmittal is not clear, please call FIBREX at (757) 487-5744 or Fax (757) 487-5876 **

Dear Melissa,

In reference to our telephone conversation, you will find attached your quotation on the Fibrex Recycling Containers. We can certainly make your tops of steel but since you want them to be two-toned we could not powder coat them, but instead we would use an industrial enamel to paint them. It is our opinion, that the fiberglass tops are equally as strong as the steel tops and will wear better and look better over a period of time.

We would like to thank you for taking our offer into consideration. If you should have any questions, or if I can assist you in placing your order, please do not hesitate to call me at 1-800-346-4458 extension 15.

Best regards,

Ms. Diane Ruthe
Business Development Coordinator

THE FIBREX GROUP, INC.

3734 COOK BOULEVARD • CHESAPEAKE, VA 23323
PHONE 1-800-346-4458 • FAX (757) 487-5876
www.fibrexgroup.com

QUOTATION

To: City of Fayetteville, AR

ATTN: Ms. Melissa Terry

DATE: 12/12/01



MODEL	CODE	COLOR	QUANTITY	UNIT PRICE	TOTAL COST
-------	------	-------	----------	------------	------------

Custom recycled lumber receptacle w/
side access door w/ universal lock

Custom

Green

33

\$600.00

\$19,800.00

Decals to read "Waste" in white letters on
black and "Cans & Glass & Plastic" in
white letters on green

SUBTOTAL

\$19,800.00

SALES TAX

n/a

* SHIPPING & HANDLING

Included

TOTAL AMOUNT

\$19,800.00

DELIVERY TERMS : 30 - 45 days

PAYMENT TERMS : NET 30 Days - upon credit approval

SHIPPING TERMS : F.O.B. Chesapeake, VA

PRICING TERMS : Quoted prices are valid for ninety (90) days from date of quotation.

ACCEPTED BY:

P.O.#:

Tax Exempt#:

Signature:

Bill To:

Ship To

AUTHORIZED BY:

DATE:

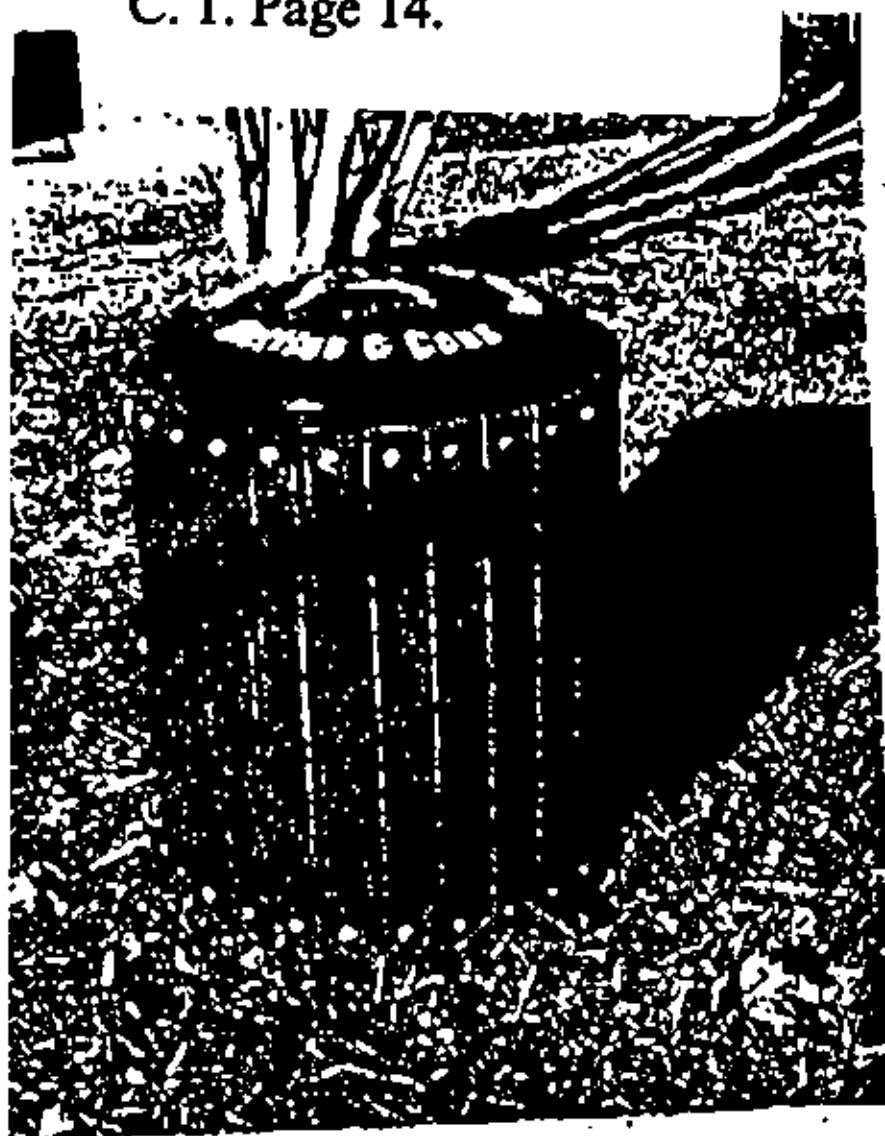
12/12/01

REMITTANCE TO:

The Fibrex Group Inc.
3734 Cook Blvd.
Chesapeake, VA 23323

THE FIBREX GROUP, INC.

3734 COOK BOULEVARD • CHESAPEAKE, VA 23323
PHONE 1-800-346-4458 • FAX (757) 487-5876



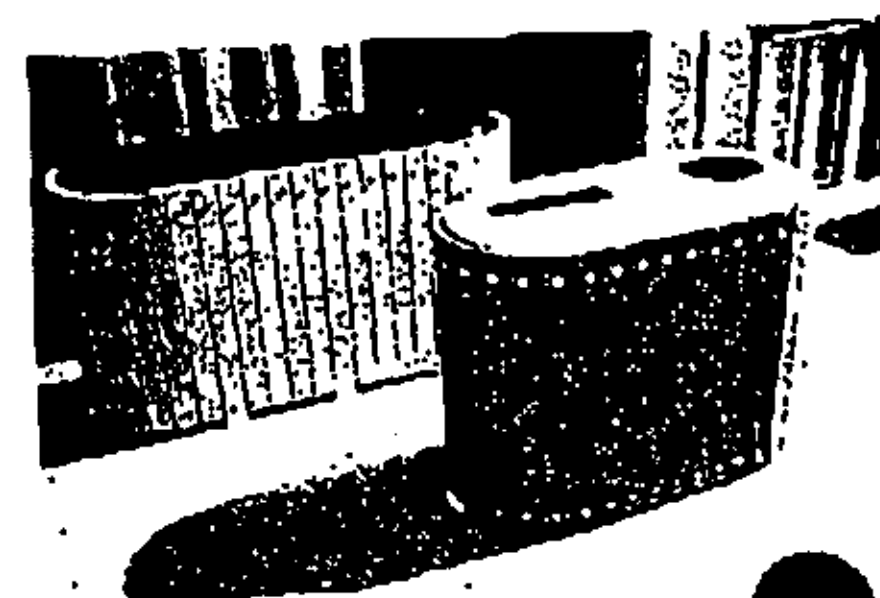
Envirodesign

Recycled Plastic Lumber

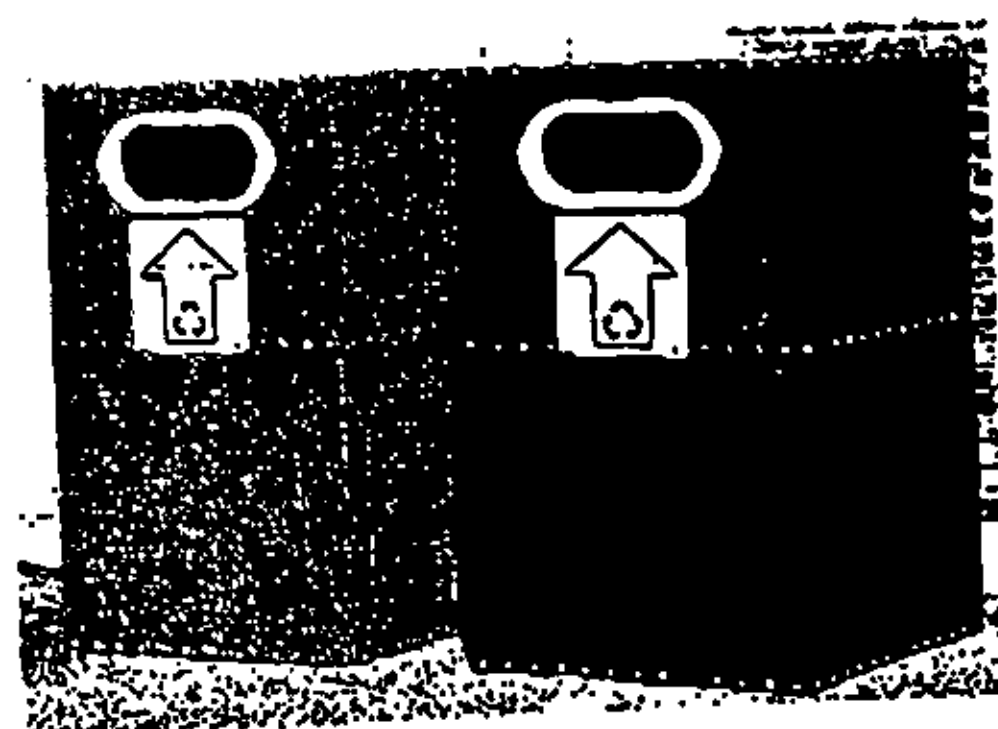
Recycling Receptacles

The Envirodesign Recycled Plastic Lumber Recycling Receptacles are made from 95% post consumer content recycled plastic (milk jugs) and are available with one, two, three or four compartments. We manufacture a large selection of styles, sizes and color choices designed especially for the collection of both waste and recyclables at non-residential locations.

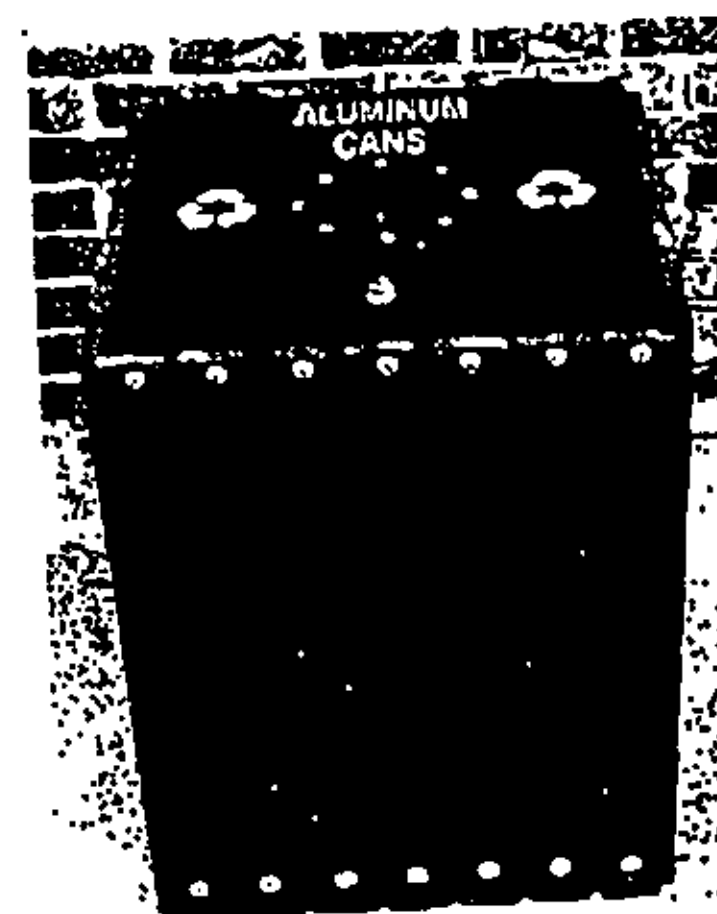
Public area recycling receptacles permit people to practice their good recycling habits when at work or at play. Our multi-compartment receptacles allow for source-separated collection of recyclable beverage containers, recyclable paper products and residue waste products. Designed to last, resist vandalism and bad weather, these receptacles are attractive in design and perfect for high traffic areas such as parks, universities, city streets, sidewalks and many other public spaces.



The new recycled plastic lumber recycling depots hold most standard 65 or 95 gallon wheeled refuse carts. The unit comes standard with a full size lockable door through which you can remove the interior 65 or 95 gallon roll cart. The drop-in openings can be placed on the top or side of the depot.



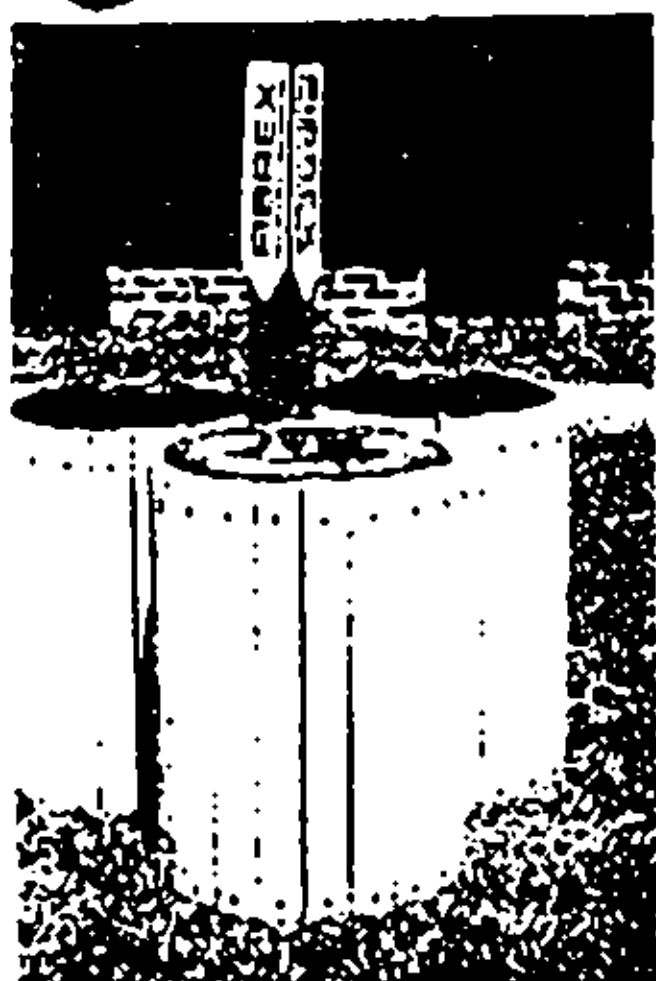
model	code	capacity	weight	dimensions
One Compartment Receptacle	RL2500	1 x 25 gal.	45 lbs.	20" dia x 36"
Two Compartment Receptacle	RL2501	2 x 25 gal.	110 lbs.	40" x 20" x 33"
Three Compartment Receptacle	RL3751	3 x 25 gal.	145 lbs.	54" x 20" x 33"
Four Compartment Receptacle	RL4101	2 x 25 gal. 2 x 20 gal.	155 lbs.	54" x 20" x 33"
Flat Top Receptacle	F9125	25 gal.	45 lbs.	20" dia x 33"
	F9132	32 gal.	70 lbs.	26" dia x 34"
	F9155	55 gal.	90 lbs.	26" dia x 40"
Slant Top Receptacle	S9225	25 gal.	45 lbs.	20" dia x 43"
	S9232	32 gal.	74 lbs.	26" dia x 44"
	S9255	55 gal.	94 lbs.	26" dia x 50"
Square Hinged Steel Top Receptacle	ST9725	25 gal.	68 lbs.	22" x 22" x 32"
	ST9732	32 gal.	75 lbs.	24" x 24" x 34"
Roll Cart Recycling Depot	R9865	65 gal.	168 lbs.	31" x 32" x 54"
			117 lbs.	34" x 36" x 64"



EnviroDesign

Recycling Receptacles
C. 1. Page 15.

Recycled Plastic Lumber Recycling Centers

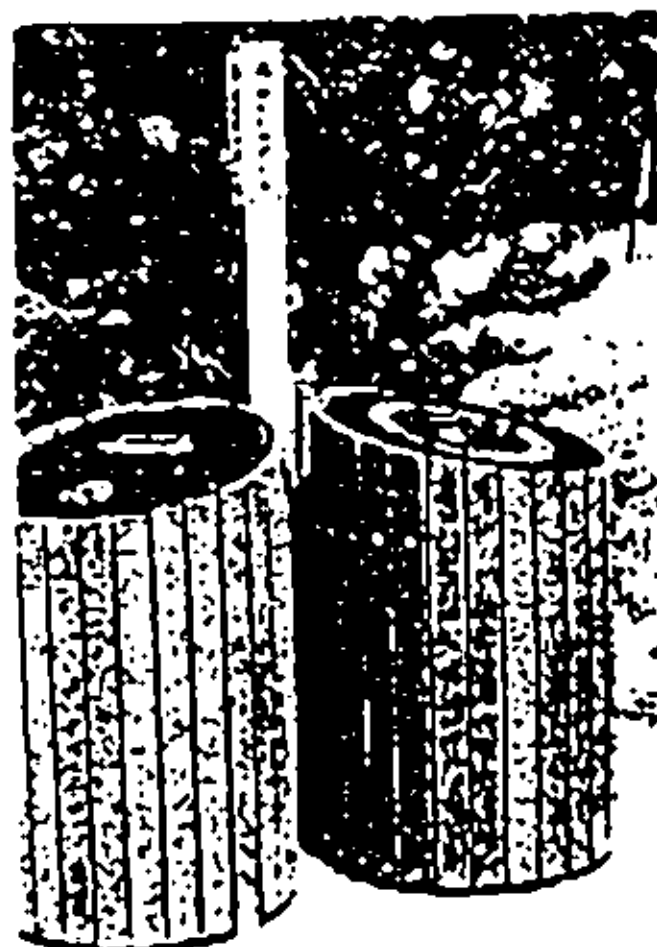


The EnviroDesign Recycled Plastic Lumber Recycling Centers consist of several individual receptacles which are grouped together around a center post. They are available in a wide variety of styles, sizes and color choices combining both great aesthetic and functional benefits. The receptacles and center post are made from a 95% post consumer content (milk jugs) recycled plastic lumber. The lids are made out of fiberglass with a high gloss gelcoat finish and can be of flat, tall, dome or slant design. Recycled plastic lumber has a wood-like appearance and does not require any maintenance since it does not absorb any water. It will never need waterproofing, painting or staining and will never rot, rust, crack, decay, split or splinter.



Recycled plastic lumber has a wood-like appearance and does not require any maintenance since it does not absorb any water. It will never need waterproofing, painting or staining and will never rot, rust, crack, decay, split or splinter.

The modular configuration of our recycling centers offers endless options to create public area recycling and waste collection centers that best serve the needs of your community. Each recycling center consists of one, two, three or four receptacles that are attached to a recycled plastic lumber center post. This center post can be fitted with our standard recycling signage or your custom message and logo. All EnviroDesign recycled plastic lumber receptacles are built to last and are covered by an excellent warranty.



model	code	capacity	weight	dimensions
Recycling Center with Two Receptacles & Center Post	9225	2x 25 gal.	120 lbs.	52" x 20" x 33"
	9232	2x 32 gal.	170 lbs.	64" x 26" x 34"
	9255	2x 55 gal.	210 lbs.	64" x 26" x 40"
Recycling Center with Three Receptacles & Center Post	9325	3x 25 gal.	165 lbs.	52" x 52" x 33"
	9332	3x 32 gal.	240 lbs.	64" x 64" x 34"
	9355	3x 55 gal.	300 lbs.	64" x 64" x 40"
Recycling Center with Four Receptacles & Center Post	9425	4x 25 gal.	210 lbs.	52" x 52" x 33"
	9432	4x 32 gal.	310 lbs.	64" x 64" x 34"
	9455	4x 55 gal.	390 lbs.	64" x 64" x 40"



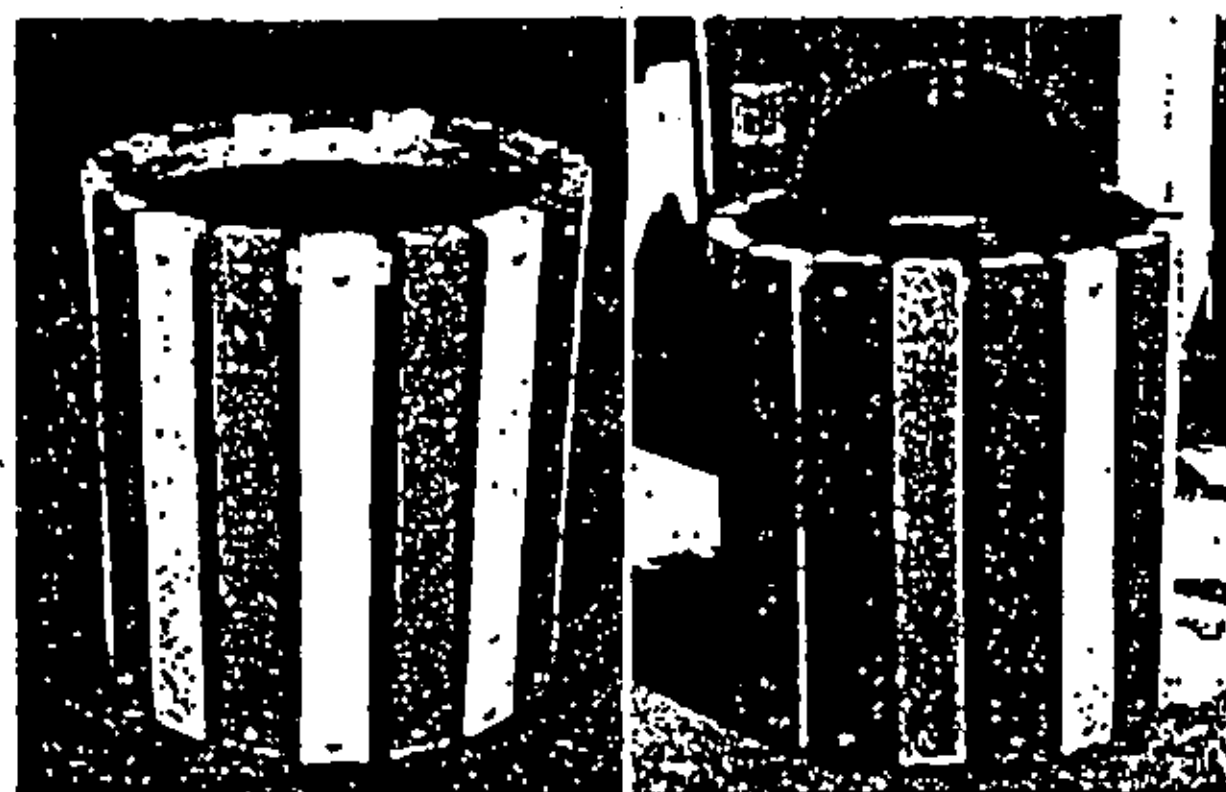
Envirodesign

Recycled Plastic Lumber

Waste Receptacles

The Envirodesign Recycled Plastic Lumber Waste Receptacles are tailored for today's wide variety of collection and separation needs. They are made from 95% post consumer content (milk jugs) recycled plastic lumber, engineered to meet the highest quality standards and require minimum maintenance.

Our trash receptacles look great and are available in a wide variety of standard and custom sizes or designs. We currently offer waste receptacles with 15, 25, 32, 55, 65 and 95 gallon capacity, and have the capability to produce almost any custom size or configuration. Call us now to discuss the capacity, lid style, color, graphics and labeling perfect for your specific application!



Recycled plastic lumber is the environmentally friendly and economically superior alternative to traditional wood, steel and aggregate concrete products. It will never need waterproofing, painting or staining and will never rot, rust, crack, decay, split or splinter.



model	code	capacity	weight	dimensions
Trash Receptacle Skirting	Custom	Any size	Custom	Custom
Dome Top Receptacle	D9025	25 gal.	48 lbs.	20" dia x 43"
	D9032	32 gal.	75 lbs.	26" dia x 44"
	D9055	55 gal.	94 lbs.	26" dia x 50"
Tall Top Receptacle (side or top load)	T9925	25 gal.	43 lbs.	20" dia x 41"
	T9932	32 gal.	70 lbs.	26" dia x 42"
	T9955	55 gal.	90 lbs.	26" dia x 47"
Flat Top Receptacle	F9125	25 gal.	45 lbs.	20" dia x 33"
	F9132	32 gal.	70 lbs.	26" dia x 34"
	F9155	55 gal.	90 lbs.	26" dia x 40"



RECY-CAL SUPPLY CO.
40880B COUNTY CENTER DR. S11 #P
TEMECULA CA 92591

Telephone 800/927-3873

Sales Order 9732-

Customer No. FAY156

Recycling Receptacles
C. 1. Page 17.

Bill To:

CITY OF FAYETTEVILLE
ATTN: MALISSA TERRY
1560 HAPPY HOLLOW ROAD
FAYETTEVILLE, AR 72701

Ship To:

CITY OF FAYETTEVILLE
ATTN: MALISSA TERRY
1560 HAPPY HOLLOW ROAD
FAYETTEVILLE, AR 72701

*** THIS IS A BID/ESTIMATE ***

Date		Ship Via		P.O.B.		Terms	
12/12/01		TRUCK		TEMECULA, CA		NET 30 DAYS	
Purchase Order Number			Order Date		Salesperson		Our Order Number
			12/12/01		GS		
Required	Quantity		Item Number	Description	Tax	Unit Price	Amount
	Ship	B.O.					
33			MISC	2 SECTION WOODIE, WITH DOOR, CEDAR	N	595.00	19635.00
66			RC352006	111 1/2 ROUND RIGID PLASTIC LINER	N	0.00	0.00
33			WD3099	2 SECTION WOODIE LID	N	0.00	0.00
33			WD9099	GRAPHICS FOR 2 SECTION WOODIE	N	0.00	0.00
33			WD5101	LOCK ASSEMBLY FOR 2 SECTION WOODIE	N	0.00	0.00
66			WD5120	OPTIONAL RUBBER BAFFEL	N	20.00	1320.00
1			SHIP-TRUCK	SHIPPING CHARGES-DELIVERY BY TRUCK	N	1195.25	1195.25
1			ESTIMATE	SHIPPING CHARGES ESTIMATE ONLY	N	0.00	0.00

ATTN: MALISSA TERRY
PHONE: 501/576-8398
FAX #: 501/444-3478

SUPPLIER OF RECYCLED PLASTIC LUMBER IS U S PLASTIC LUMBER, CHICAGO, IL.

NonTaxable Subtotal	22150.25
Taxable Subtotal	0.00
Tax	0.00
Total Order	22150.25

Customer Original (Reprinted)

Fayetteville

The City of Fayetteville, Arkansas

Departmental Correspondence

To: Mayor and City Council

From: Gary Dumas

Date: Friday, December 14, 2001

Subject: Streetside Solid Waste and Recycling Receptacles

Background

The Solid Waste and Recycling Division will facilitate the City's beautification goals by purchasing and servicing 27 waste and recycling receptacles for placement in pedestrian areas downtown. Target locations for placement are Mountain Street, Center Street, the Square, Block Street, Dickson Street and strategic parking areas.

These combination receptacles will collect non-recyclable waste as well as glass, plastic and aluminum for recycling. (See Attached Photo) The combination units are attractive and compact, therefore taking up less sidewalk space. They are also manufactured with recycled plastic lumber on an aluminum frame.

The attached quote sheet reflects verbal and written quotes from three manufacturers. Staff reviewed quotes and materials for specification compliance. There is a \$116.78 per unit price difference between the recommended manufacturer and the lowest quote.

Windsor Barrel Works can supply a superior product, as they make these units on a regular basis and manufacture the product with aluminum framing. With aluminum, there is no rust and, consequently, lower long-term maintenance costs. The other two manufacturers quoting on this product would have to custom-manufacture the product and frame with steel, which will rust over time.

Recommendation

Approve resolution authorizing purchase agreement.

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

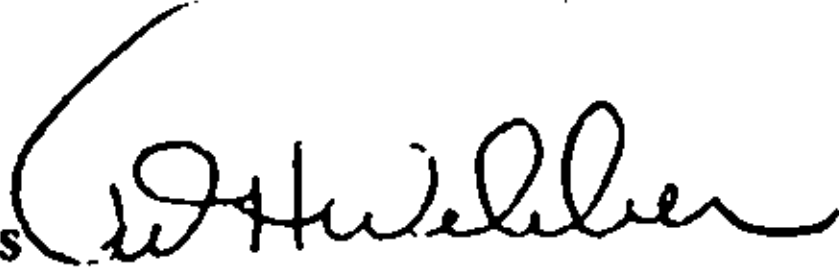
Purchasing Officer

ADA Coordinator

Internal Auditor

ADMINISTRATIVE SERVICES DEPARTMENT CORRESPONDENCE

To: City Council

From: Ted H. Webber, CPA
Director of Administrative Services 

Date: December 17, 2001

Subject: Contract Approval - Hansen Technology, Inc. (Work Order System)

Background

The phrase The Workorder System has echoed through City Hall for a long time. The first meetings to discuss needs for a City workorder system happened in the 1997-1998 timeframe, nearly 5 years ago. Over this time period, the City grew and so did its internal needs. Also, the software industry was maturing along with the City's internal growth, resulting in a very different set of available software now than what existed when the City first envisioned a workorder and internal communications system years ago.

However, in order to meet the City's current requirements and those necessary for the delivery of improved customer service, a solution broader than a workorder system is indicated. Therefore, the City examined the software on the market today and through competitive bidding chose the enterprise solution offered by Hansen Technology, Inc. This software is robust enough to meet the City's current needs and can be easily expanded in the future as required.

The Big Picture

On November 28, 2001, the City met with a steering committee consisting of several engineering firms to kick off a project focused on improved customer service. The City through this project, which is named the Project to Improve Citizen/Customer Service (PICCS), will use the Hansen software as its workhorse; as its means to accomplish its goals. Other focus groups will be asked to participate on the PICCS project in the future, in a similar capacity, as described in the PICCS Project Summary document attached as Appendix A, on page 8.

The City has approved several other capital projects that, when implemented, will complement and extend the usefulness of the Hansen software. For instance, the Capital Improvements Program (CIP) contains a project for an Interactive Voice Response (IVR) communications system. The IVR, when implemented with the Hansen software, will enable citizens to use the telephone to register a non-emergency service request, such as a request to fill a pothole or to report the sighting of a stray animal. The citizens can do this 24 hours a day, seven days a

week. We anticipate that citizens will also be able to use their telephone and the City's IVR to schedule a simple building code inspection. Potentially, the IVR will allow citizens similar access to these same resources using their computers over the Internet rather than the telephone.

Other future capital projects that will work with the Hansen software are the City's upcoming redesigned Internet web site, the document imaging system, and Geographic Information System (GIS) enhancements. Additional Capital Projects that complement the Hansen software include the Fleet Operations system upgrades and the Automated Field Inspection System. As appropriate, each of these projects will be separately presented to the Council as they are developed in the future. *Please know that each of these projects will build on the foundation provided by the City's purchase and implementation of the Hansen software.*

How Does Hansen Software Help Us Solve Our Problems?

The Hansen enterprise software will be available to the entire City, in all Departments and Divisions. It will be implemented as part of the overall PICCS project, as discussed earlier. The Hansen implementation budget and project, presented below, includes amounts for the software itself, for technical and user training, for system and user documentation, and for other implementation services. The broader PICCS project budget will include amounts for necessary hardware and system software upgrades.

Unique to the government sector, Hansen has a three-pronged approach to the City's needs. Hansen uses the Internet, 'back office' applications, and a field automation product platform to support the daily transactions of every employee, business application and citizen interaction. This approach supports a frictionless exchange between citizens and the City, and optimizes our assets.

While the entire project plan has not yet been finalized, the plan will provide for a determination of how the City currently does business (for example, how it issues a permit, how it schedules and documents an inspection), so that process improvements can be identified and put into place concurrent with the Hansen software. Through a cooperative agreement, the City is receiving additional implementation project support from the University of Arkansas to make this happen.

Here are some concrete examples of how the Hansen software will allow the City to make better use of human, operational and technical resources:

- ① **Enhanced Customer Service** The Hansen Customer Service module will be available to citizens on a 24/7 basis (24 hours per day and 7 days per week). All complaints/requests will be time and date stamped and will be

tracked in a history file for follow up, as needed. Hansen will accept input from citizens via direct calls to City Hall, via use of the IVR (discussed above) and via the internet (also discussed above). Hansen can even automatically respond to citizens who wish to leave an email address.

Result: Fayetteville City government is more accessible to both citizens and taxpayers.

② System Interconnectivity

The Hansen Enterprise Solution, forming a firm foundation, will connect with other current and future City systems to produce a benefit greater than these systems alone can produce. We can get more benefit from our investment by networking these systems together. The City can also save on implementation costs when these other systems are planned as part of the Hansen implementation.

Result: More bang for the City's buck.

③ Fully Uses GIS

Fayetteville has an award winning GIS system and the best support staff in the South. The Hansen software fully uses the features of our GIS. A very high percentage (approximately 95%) of the items the City deals with has physical attributes and can be represented spatially, i.e. on a map. Examples include water lines, sewer lift stations, water storage towers and city streets. The Hansen software allows these items to be available to the public via the internet using the GIS. The City also has plans to install kiosks, or terminals, at

several places (e.g., City Hall lobby, Library lobby, soon-to-be renovated Engineering/Planning offices) throughout the City for such citizen access.

Result: Enhanced interaction with citizens and customers through the use of maps and images.

④ Better Use of Staff Resources

The Hansen software has a workflow component that manages many of the City's transactions and produces emails and notices and allows City staff to track and to know where in the process a particular item resides. This will support less paper in the City's offices and less manual effort from staff will be required to process permit applications and inspections.

Another goal of the Hansen software is to minimize the amount of data that must be entered and the number of times that it must be keyed in. A corresponding saving realized with Hansen software is that the data is to be stored in a single location but used from that location as much as need be. The rule is to enter data once, store it in a single place, but use it as much as need be to achieve business objectives.

Result: Staff is freed up for more complex tasks and maximum use is made of the City's technical resources.

⑤ Better Use of Other Resources

Because all data is entered into Hansen, work can be scheduled so as to avoid conflict and duplication of effort, even work between

departments. For instance, if a sewer line must be excavated for preventative maintenance, Hansen can allow the Water and Sewer Department to coordinate with the Street Department to be sure that the street surface is restored as the Street Department is working its annual resurfacing plan. This avoids any potential and repetitious resurface-dig-resurface cycle.

Result: Cost savings and more prompt project delivery due to schedule coordination.

≈ Meets City's Business Needs

The Hansen software will allow the City to replace several current, non-integrated systems and will allow for future enhancements. Building permits, requests for building inspections by type, and certificates of occupancy will be generated by Hansen and required monthly and quarterly reports will be much easier to prepare on a timely basis. These reports go to the County Assessors Office, to the U.S. Postal Service, to the NW Arkansas Regional Planning Commission and to other destinations.

Hansen software allows for the recording of service requests by citizens or staff, as discussed earlier. Hansen software can use these service requests to create work orders. Work orders then become the tool whereby work is assigned, tracked and monitored, and evaluated by management. Staff resources are assigned to work orders thereby creating the audit trail of staff costs. Once staff time is recorded on individual

work orders, that data may be used as input for payroll processing, creating another data entry efficiency and time savings. Other workorder costs, such as for equipment usage and inventory items, can also be recorded on the workorders in Hansen.

The Hansen Parks module will allow the City to identify and manage every aspect of the City's parks. Currently the City is not able to view the assets in any given park as a whole. The assets that can be defined in Hansen by park include buildings, streets, parking lots, lakes, sidewalks and playing fields. By taking this approach, the City can have a better sense of costs to maintain each of these elements individually and costs for the park as a whole. Preventative and operational maintenance can be scheduled and better coordinated both within each park and among the parks in the City.

Result: Required outputs from existing systems will be produced by Hansen more cost effectively. Work orders will enhance scheduling efficiencies.

Brief summary descriptions of the Hansen modules proposed in this contract are found in **Appendix B** attached, on page 16. Hansen offers additional modules that the City may consider in the future as we gain experience with the initial modules we purchase. These modules include the Internet Portal for Inspections and a system to electronically track the time that certain transactions are in process.

What Will It Cost To Get These Benefits?

All the costs to implement the Hansen Enterprise Solution are available in the CIP budget. There are four major cost components to this project, as shown in the following table. These components are Software Costs, Implementation Services Costs, Sales Tax, and Annual Maintenance Costs.

Hansen Contract Costs for 2002

<u>Description of Cost</u>	<u>Amount</u>
Software	\$246,500
Less: 15% Enterprise Discount	<u>(36,975)</u>
Net Software Cost	209,525
Implementation & Training Services-Hansen	<u>267,000</u>
Hansen Contract Costs	\$476,525
Sales Tax	<u>11,075</u>
Total Cost for Software & Implementation	<u>\$487,600</u>
Annual Maintenance (prorated-3 months in 2002)	<u>\$11,048</u>

Note: These Hansen costs are part of the overall PICCS project, which will have its own budget. Items in the PICCS budget but not in the Hansen costs include costs for Change Management Services from the University of Arkansas, costs for a software training and testing room, costs for updates to the computer server and database technology, costs to connect City buildings to the network, and similar and related costs. Please see **Appendix D** for the Limited Software License Agreement, **Appendix E** for the Service Maintenance Agreement, and **Appendix F** for the Personal Services Agreement.

How Long Will It Take To Get These Benefits?

The attached Gantt chart (please see **Appendix C**, page 27), showing the preliminary Hansen implementation timeline, estimates that the entire Hansen project can be completed by October, 2002. This assumes that the Council approves the contract on January 2, 2002 and that we can get the contract signed by the end of January. The PICCS project will have a broader timeline than the Hansen project. The Hansen project's expected major milestones follow:

Year 2002 Date	Milestone Description
January 15	City Council Approves Contract
January 22	Contract Signed by City
January 30	Project Kickoff Meeting and Preliminary Plan
	Install Software on City's Server
February 4	Finalize Plan and Implementation Team
March 1	Initiate Implementation of Customer Service Module
March 29	Go Live with Customer Service Module
April 1	Initiate Implementation of Land Management Module
April 8	Initiate Implementation of Streets Module
June 7	Go Live with Streets Module
June 10	Initiate Implementation of Other Hansen Modules
September 20	Go Live with Other Modules except Land Management
October 4	Go Live with Land Management Module

APPENDIX A: PICCS PROJECT SUMMARY

CITY OF FAYETTEVILLE

PROJECT TO IMPROVE CITIZEN/CUSTOMER SERVICE

PROJECT SUMMARY

December 21, 2001

PROJECT TO IMPROVE CITIZEN/CUSTOMER SERVICE (PICCS)

The time has come to transform our City into a City of Goodwill and Good Results. In so doing, we will seize the opportunity to improve the relationship among our business community, our environmental community, the University community, our citizen neighborhoods and our City government.

This effort will require that we listen to our citizens, customers, and others that we upgrade, enhance and streamline the delivery of City services by using current and available technology and that we appropriately revisit City ordinances and regulations to insure consistency and clarity. These goals are reflected in the PICCS Mission Statement:

PICCS MISSION STATEMENT

The mission of the PICCS project is to enable the City to deliver necessary and specific services to its citizens and customers in a timely and efficient manner. This will be accomplished through a renewed awareness of customer service by City management and staff, through improved and enhanced business processes in City government enabled by up to date technology, and, ultimately, through a clearer code of ordinances.

Our efforts will produce a community-oriented government based on open and honest communication, consensus and cooperation with easier access to information, and appreciation for good ideas from all sources.

Project Summary

To make the PICCS project a success, the City has organized a project implementation team. This team is organized under a PICCS Steering Committee that is made up of the Mayor and the department directors that report to the Mayor. This Steering Committee is responsible for oversight of the entire project and will ensure a successful outcome. Additionally, this Steering Committee receives advice from both the City Council and several External Advisory Groups. The implementation team organization is shown on the organization chart included as Appendix A of the PICCS Project Summary document.

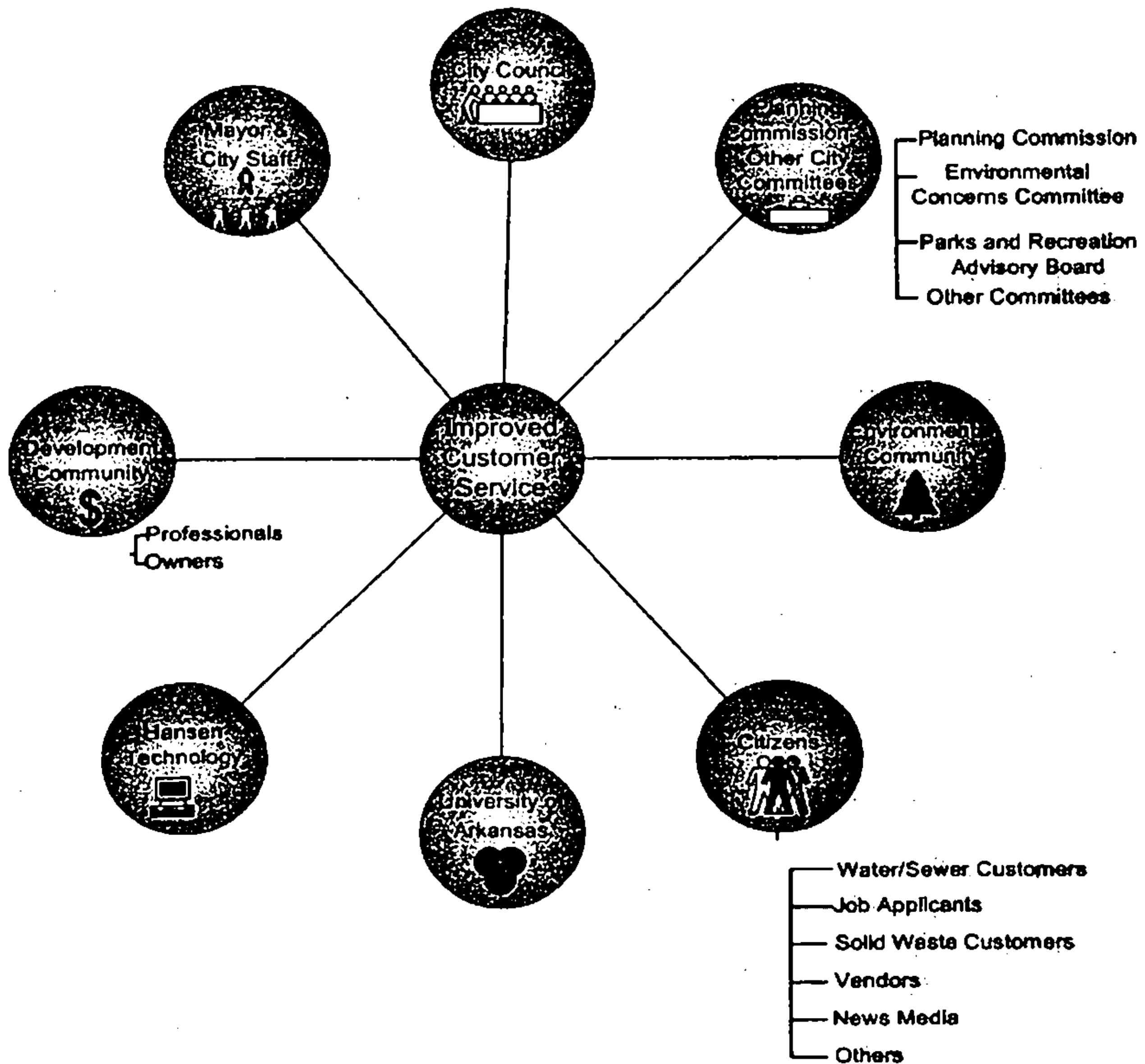
The PICCS project is a broad-based project that will involve eight stakeholder groups, as depicted in the graph on the following page. These stakeholder groups will have significant input into the success of the PICCS project.

City of Fayetteville

PICCS Project

12/14/2001

Stakeholder
Groups



The project's communication strategy will determine how each stakeholder group is linked into the project. For instance, some stakeholders will have structured links into the project, while other stakeholders will be linked in more informal ways, such as through communications outflows from the project to the stakeholder group. Each stakeholder will be appropriately linked for optimal data and information and idea exchange.

The remainder of the project team is specifically designed to support the goals of improving customer service as contained in the PICCS Mission Statement. Meeting these stated goals means that the business culture of the City will necessarily change. Current technology will need to be located, acquired, properly implemented, and honed to support the goals in the City's Mission Statement. Communication, training and documentation will follow. Customer Service must first be defined.

Improved Customer Service

At the heart of the PICCS project is the City's goal of improving services provided to both citizens and other customers. From a PICCS perspective, Customer Service is defined as:

- The timely delivery of necessary and specific services to citizens and other customers;
- By an enlightened and skilled workforce;
- Using current business processes supported by appropriate technology;
- In an environment that both enhances and encourages continuous economy and efficiency.

The make up of the implementation team and the degree to which the project is planned and managed will ensure that the City accomplishes its goals.

Implementation Team

The following discussion outlines the primary responsibilities for the PICCS implementation team. Please refer to Appendix A.

- PICCS IMPLEMENTATION PROJECT MANAGER This manager has overall responsibility for the project's planning and control. [Filled by City staff]
- CULTURAL CHANGE MANAGER This manager has overall responsibility for readying the city's workforce to excel in the new environment that is to be defined by new and improved business processes and use of current technology. Typically this is accomplished through group discussions, consensus building, awareness and sensitivity sessions and the like.

The Department Advocates will be selected by each department to represent that department in the PICCS Project. *These Advocates also represent the City's internal customers to the PICCS project.* Advocate roles include ensuring the department has all issues presented to the MMS Steering Committee, coordinating training within the department, serving as an internal communication link between PICCS and the department, participating on the PICCS test team to ensure the Hansen Product performs as expected for the department, and other similar duties.

The Chairman of the Department of Management at the University of Arkansas has expressed an interest in assisting the City in planning and implementing Change Management services in the PICCS project.

- **MUNICIPAL MANAGEMENT SYSTEM PROJECT STEERING COMMITTEE** The manager of this steering committee will be responsible for all aspects of implementing the Hansen Technology software solutions in the City. This will include planning the implementation (in conjunction with the designated Hansen Project Manager), ensuring that City divisions are adequately represented on the implementation team through the use of division advocates, ensuring that current business processes are analyzed appropriately and changed to achieve the PICCS goals of improved customer service, and ensuring that the user divisions sign off on the implementation of the Hansen software prior to going live.

This Team will also be responsible for the definition, selection and implementation of complementary systems and processes to the Hansen system. Such complementary systems include the Interactive Voice Response system (IVR), Automated Field Inspections, Document Imaging, and Fleet Operations. [Filled by City staff and others as needed]

There may be some assistance available from the College of Business at the University of Arkansas for implementation services. This possibility is currently being explored with the University.

- **COMMUNICATION, TRAINING & TESTING, AND DOCUMENTATION MANAGER** This manager will ensure the PICCS communication strategy accurately reflects the project's needs to the diverse stakeholder groups, that the training is adequately planned and executed in a just-in-time manner using a set of test data that reflects the City's improved processes and transactions, and that adequate user and technical documentation exists to ensure that Hansen product knowledge, as well as any new and redesigned internal business processes, is passed to the City as part of the implementation of the PICCS. [Filled by City staff]
- **TECHNOLOGY MANAGER** This manager has responsibility for the entire technical implementation of the Hansen product in order to achieve the PICCS project's goals. The role of the GIS is integral to the success of the PICCS implementation and to achieving the desired project results. Some of the challenges this manager will overcome are the lack of connectivity of several of the City facilities, the need to upgrade applicable hardware and to coordinate the desktop presentation of the Hansen software.

Additionally, all data conversions must be identified, planned, executed and validated. Interfaces into the New World Systems must be identified, planned, executed, tested and validated. Procedures must be written, tested and

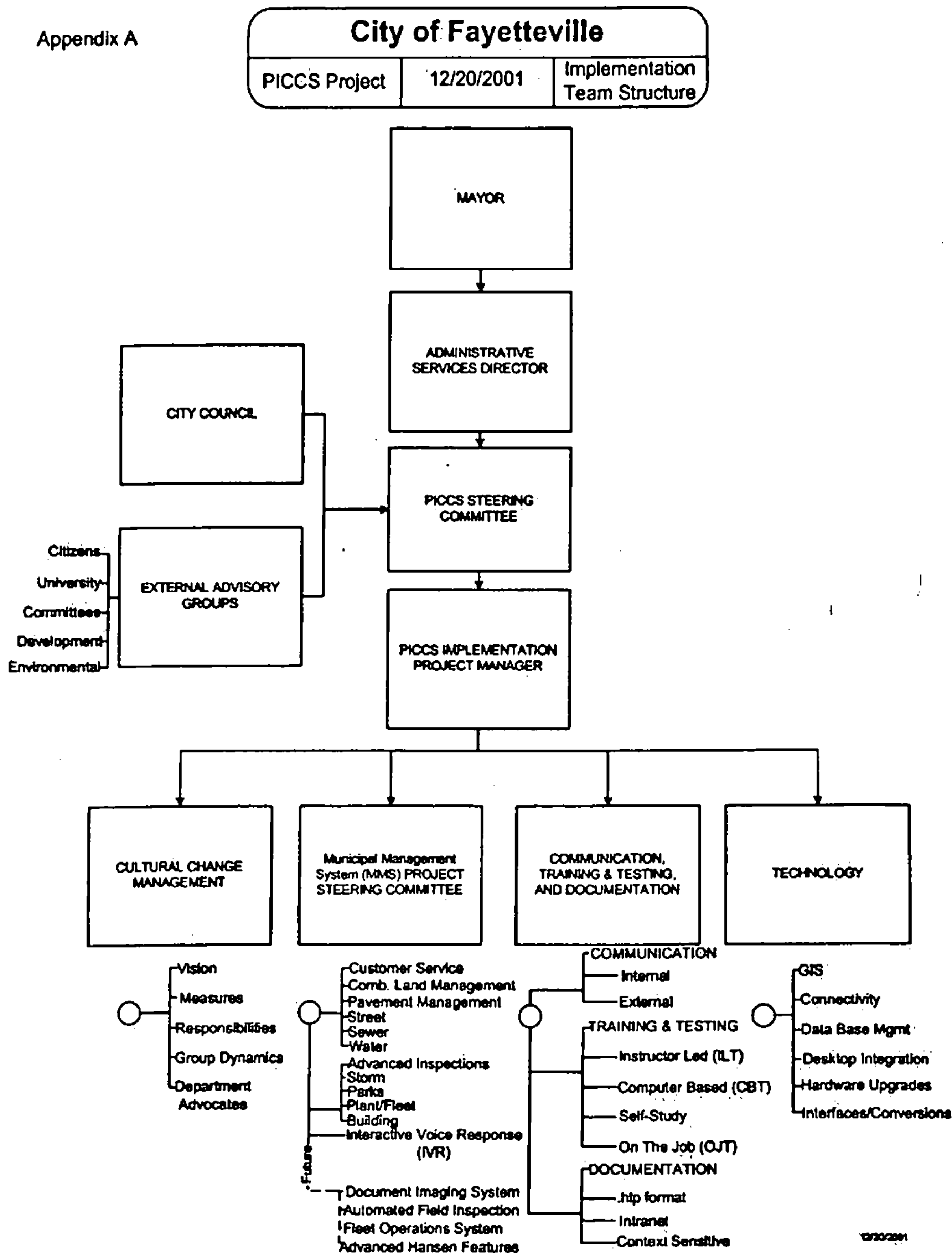
implemented to ensure these interfaces work consistently over time and continue to achieve desired results. Interfaces and interactions with other software initiatives, such as the IVR, the City's website, the City's intranet, etc., must be anticipated and adequately planned. The Oracle data base management software must be installed and implemented accurately to fully support the Hansen product. Adequate attention must be given to back-up and recovery as appropriate. [Filled by City staff]

NEXT STEPS

The City asked a group of members of the Development Community to serve in an advisory capacity and to respond to a survey questionnaire prior to a scheduled meeting held on November 28, 2001. The purpose of the meeting of this advisory group was two fold: (1) to begin to establish and/or strengthen lines of communication between the City and the Development Community and (2) to allow the City to gain meaningful and useful information from the members of the Development Community so that we can learn from their experiences with the City, which will lead to an improvement in the services we provide to them. This was a facilitated meeting to ensure that facts presented were categorized and properly discussed so that timely and appropriate follow-up could be initiated at the conclusion of the meeting. The meeting was successful and the Project Team is currently compiling its results.

The remainder of the PICCS project is currently being planned with the help of the University of Arkansas, Department of Management. PICCS will be implemented in phases. We expect the project plan to be completed during January of 2002. If the Council approves the Hansen contract in early 2002, team members from Hansen should be onsite in early February. The Hansen component of the PICCS project should be completed by October, 2002.

Appendix A



APPENDIX B: BRIEF SUMMARY OF HANSEN MODULES

Hansen Software Descriptions

Sewer

Hansen's Version 7.5 Sewer module provides tools to effectively manage your sewer collections network. With the Sewer product you can quickly identify all primary assets including manholes, mainlines, lift stations, sewer nodes, and service lines. You can visualize where in the network the asset is found using Hansen's graphical Sewer Network Browser. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses, as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, industry-specific field and TV inspection functionality further enhances your ability to manage your sewer assets.

Storm

Hansen's Version 7.5 Storm module provides tools to effectively manage your storm collections network. With the Storm product you can quickly identify all primary assets including manholes, catch basins storm inlets, storm mains, and storm channels. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, industry specific field and TV inspection functionality adds to Hansen's cradle to grave management of your storm assets.

Water

Hansen's Version 7.5 Water module provides tools to effectively manage any water distribution utility. With the Water product you can quickly identify all primary assets including valves, hydrants, mains, meters, service connections, and various connectors of various types. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, backflow assembly test and hydrant flow test functionality adds to Hansen's cradle to grave management of your water assets.

Hansen Software Descriptions, Continued

Street

Hansen's Version 7.5 Street module provides tools to effectively manage your transportation agency's assets using the segmented model; most often used in urban settings. With the Street product you can quickly identify all primary assets including street intersections, segments, bridges, sidewalks, signs, lights, trees, and landscape inventories. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects. In addition, industry specific bridge inspection functionality adds to Hansen's cradle to grave management of your street assets.

Parks

Hansen's Version 7.5 Parks module provides tools to effectively manage a complex of buildings and land on parks from the municipal to national level. It incorporates several aspects of Hansen modules including building, plant/fleet, sewer, storm, water, and street in order to coordinate and manage the variety of services and assets in a single complex. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects.

Plant/Fleet

Hansen's Version 7.5 Plant module provides tools to effectively manage your plant infrastructure and fleet of vehicles. With the Plant product you can quickly identify all primary assets including facilities, vehicles, equipment, and fluid storage unit inventories. You can visualize where in the network the asset is found using Hansen's graphical plant network browser. You can determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects.

Customer Service

Hansen's Version 7.5 Customer Service module streamlines recording customer problem calls, dispatching field personnel, recording field inspections and their costs, and, if purchased with Hansen's Asset Management solution, provides the link between the customer call and the work in the field. With this tool, problem resolution is tracked along with the total cost from the call to the work.

Hansen Software Descriptions, Continued

Building

Hansen's Version 7.5 Building module provides tools to effectively manage your public building and facilities infrastructure. With the Building product you can quickly identify all primary assets including land boundary, parcel, and ownership information. You can also determine how expensive it was to find or fix a problem by tracking employee costs, and you can issue, track, and assign costs to parts from any number of warehouses as well as generating work orders for preventive and unscheduled maintenance and group projects.

Combined Land Management

Hansen's Combined Land Management solution includes all three of the Hansen Land Management modules, which are available separately. These are described briefly below:

Construction and Use Permits

Permit applications are a stage progression process. Hansen's Version 7.5 Construction and Use Permits module processes permit applications from the initial application, fee payments, and plan review to issuing the final permit. Processing time is improved by using registered contractors and existing escrow accounts, attaching red lined electronic plans, and because the appropriate forms appear based on the application type entered.

Code Enforcement

Hansen's Version 7.5 Code Enforcement module processes a case through initiation, scheduled activities, fee payment, and final resolution. All relevant information is tracked including the site owner, address, and parcel information, contact names, parent/child information, and review detail. Code enforcement is tightly integrated with other Version 7.5 modules including Customer Service and other Land Management modules.

Licensing

Hansen's Version 7.5 Licensing module accepts license applications and facilitates the process while tracking every activity, accepting fees, and recording property, contact, and detail information. The Licensing module has a built in link to Construction & Use Permits and Code Enforcement so that businesses and individuals can be tracked throughout the jurisdiction. For example, contractors without a license can be automatically blocked from applying for a permit.

Hansen Software Descriptions, Contin

**Pavement
Management
System (PMS)**

Hansen's Pavement module is Street and Roadway modules. tools you can configure the s match any pavement distress condition indices can be use finally, to generate benefit-b improvement programs, and/or :

**Hansen's
Windows
Reporting
Module**

This represents Hansen's stand using a combination of off-the-sl Help Desk support. Clients have the majority of the reports they r reporting requirements, Crystal l phone support from professional add the functionality you need.

Hansen Software Descriptions,

SOFTWARE DESCRIPTIONS – AI

**Custom Menu
Editor**

With Hansen's Version can add new menu item to suit individual user p applications into the Ve

**Dynamic
PORTAL™**

Each DynamicPORTAL service portal that auto citizens by securely link Version 7.5 application with additional Version submission and status renewals. Also include the ability to perform se

**Dynamic
PORTAL™ for
Customer
Service**

Hansen's Dynamic of breakthrough technolo based customer service Version 7.5 applicati complaints via your W your V7.5 Customer provides a quick, easy, to facilitate and broad Web.

**Custom Tab
Editor**

With Hansen's Version tabs as new forms with addition, new data tabl data dictionary in multi neither affected by nor

Hansen Software Descriptions - GIS

Desktop Mapping

Hansen's Desktop Mapping component provides a direct two-way interface between Version 7.5 and GIS products from either ESRI or Intergraph. While in Version 7.5, the Desktop Mapping component allows you to query records and dynamically display them within your GIS product. Similarly, within your GIS application, the Desktop Mapping component allows you to select properties to query and dynamically display detailed Version 7.5 information. This component requires separate licensing of the appropriate GIS products.

Hansen Professional Services

Onsite Training

This represents a professional service fee to conduct training on site. Workshops include entry level to advanced courses on all aspects of Hansen's software.

Project Management

This represents the management costs for administering all aspects of the project including scheduling of professional services, project quality and control, invoicing, telecommunication, and delivery expenses. It includes a combination of on- and off-site management services.

Data Conversion Analysis

This item represents the cost for Hansen staff to perform data conversion analysis services for the client. This will determine the amount of data to be converted, the format of that data, the time that will be required, and the total cost of the conversion. One of the results of this analysis will be a specification document, agreed upon by both parties, which will serve as the definition of the upcoming data conversion project and include scope, method, and cost.

System Interface Analysis

This represents the cost for Hansen staff to perform analysis of the requirements for designing a system interface between Hansen's Version 7.5 and third-party applications. To perform this analysis, Hansen will require the following for each third-party application: the database schema, the platform on which each application is running, and the specific information your agency would like to have exchanged between our system and the third party application. A key deliverable of this analysis will be a specification document, agreed upon by both parties, which will provide the actual development cost, a project timetable, and the functionality that the new system interface will have.

Software Setup & Installation

This represents the professional service fee for Hansen's project staff to initialize the client's RDBMS with Hansen's Version 7.5 tables. It also represents a professional service fee for installing Hansen's Server and Client products on the client's hardware. Only a certified representative of Hansen provides installation.

Hansen Professional Services, Continued

**Hansen's
Annual Service
and
Maintenance**

This represents support costs for Hansen's products, including:

- *Product updates within the current series.*
 - *Toll free phone support M-F, 4 a.m. to 5 p.m. PST.*
 - *Excluding: Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day.*
 - *A subscription to Hansen's Network newsletter.*
 - *Members only access to www.hansen.com, including the Virtual Help Desk, The Hansen Forum, Online Problem Report Form, and Crystal Reports downloads.*
-

Hansen - Other Products and Services

**GIS
Implementation**

This represents the costs to provide or develop interfaces between Hansen's software and the customer's GIS platform (Requires System Interface Analysis Services).

Onsite DBA

This represents the fee for providing an on-site database administrator who will install, configure, test, and manage the appropriate database system to work in conjunction with Hansen's Version 7.5 system.

**Out-of-Pocket
Expenses**

This represents the direct charges associated with the project implementation, including but not limited to shipping, travel, hotel accommodations, computer time, etc.

**User
Documentation**

Comprehensive documentation is provided with all of Hansen's products. This includes training workbooks, data element dictionaries and on-line help.

APPENDIX C: PRELIMINARY GANTT CHART FOR HANSEN IMPLEMENTATION

ID	S	Task Name	Duration	Start	Half 1, 2002		Half 2, 2002	
					Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	1/1	Staff Defines Processes	22 days	Wed 1/2/02				
2	1/1	Contract Approval by Council	1 day	Tue 1/15/02	0%			
3	1/1	City Signs Contract	1 day	Tue 1/22/02				
4	1/1	Project Kickoff Meeting	1 day	Wed 1/30/02				
16	1/1	Install Software at City	1 day	Wed 1/30/02	0%			
6	1/1	Project Planning	10 days	Mon 2/4/02				
7	1/1	Initiate Customer Service Module	1 day	Fri 3/1/02				
8	1/1	Go Live Customer Service Module	1 day	Fri 3/29/02				
9	1/1	Initiate Land Management Module	1 day	Mon 4/1/02				
10	1/1	Initiate Streets Module	1 day	Mon 4/8/02				
11	1/1	Go Live Street Module	1 day	Fri 6/7/02				
12	1/1	Initiate Other Modules	1 day	Mon 6/10/02				
13	1/1	Go Live Other Modules x Land Mgmt	1 day	Fri 9/20/02				
14	1/1	Go Live Land Management	1 day	Fri 10/4/02				

APPENDIX D: LIMITED SOFTWARE LICENSE AGREEMENT

Limited Software License Agreement

Hansen Information Technologies

Limited Software License Agreement

Between

City of Fayetteville, AR

and

Hansen Information Technologies Inc.

This Limited Software License Agreement ("Agreement") is made and entered into on _____ by the City of FAYETTEVILLE, ARKANSAS ("Fayetteville") located at, 113 West Mountain Street, Fayetteville, AR 72701, and HANSEN INFORMATION TECHNOLOGIES INC. ("Hansen") located at 2330 Glendale Lane, Sacramento, California 95825, on the following terms and conditions:

Hansen owns the rights and possesses the intellectual property to certain computer Software products and related services from which Hansen derives substantial independent economic value; and Hansen desires to supply Fayetteville with Software licensing and related services under the terms and conditions set forth, and;

Fayetteville desires to obtain licensing for the use of the defined computer Software products and access to related services covered under the Hansen-owned copyrights, trademarks, trade names, patents and intellectual property rights;

Therefore, in consideration of mutual promises set forth, the parties agree as follows:

1. **License Granted.** Hansen grants to Fayetteville and Fayetteville agrees to accept on the following terms and conditions a non-exclusive and non-transferable license to use the Software and other associated written materials and documentation (referred to separately and collectively as "the Software"). Said Software, and the costs therefore, is described on the attached Exhibit A incorporated in and made a part of this Agreement and such other Software, documentation or materials as Hansen provides to Fayetteville. A separate DynamicPORTAL License/Service Level Agreement must be executed prior to the implementation of the DynamicPORTAL modules.
2. Fayetteville recognizes that Hansen is and shall continue to be the owner of the Software and that the Software is not rented, loaned, or sold to Fayetteville. All rights not specifically granted in this Agreement are reserved to Hansen.
3. The license granted under this Agreement authorizes Fayetteville to use the Software subject to the terms and restrictions set forth in this Agreement. Neither this license Agreement, the license provided for herein, nor the Software may be assigned, sublicensed, or otherwise transferred to any person or entity by Fayetteville.
4. **Definitions.**
 - a) **Agreement** means this Agreement, together with all appendices, exhibits, schedules, attachments, and addenda as the same may be amended, modified or supplemented.
 - b) **Software** means the computer programs, in object or executable form, which Hansen offers for license to its customers, and related user documentation and source materials. Products covered by this Agreement include Hansen's product library of Microsoft Windows-based client/server asset management, billing, tax and permit systems including; but not limited to, the software described in Exhibits A, attached hereto and made a part hereof, and other associated products and related services as may be included in

Limited Software License Agreement

Hansen Information Technologies

this Agreement or as part of any future addenda. For the purposes of this Agreement, the term "products" includes any improvements, enhancements, changes, alterations, modifications, or amendments to the products provided by Hansen.

- c) Object Code means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that, in written form, it consists solely of numbers or other symbols and is *not* intelligible without deciphering or translation.
 - d) Source Code means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that it is intelligible in written form.
 - e) Source Materials means a computer program's source code; printed copies (listings) of the source code; all related written materials, comments, and documentation; database schemas, and any and all other materials used by Hansen in the development, maintenance, and support of the products.
 - f) Price Quote means the listing of Hansen products, services and associated prices to be provided under this Agreement, attached to this Agreement as Exhibit A.
 - g) Software Tools means a set of auxiliary programs supplied by Hansen to service, maintain or otherwise modify the Software.
5. Term. The license granted by this Agreement is for perpetuity, unless violated by the licensee or otherwise canceled by Fayetteville. This Agreement shall automatically terminate without notice if Fayetteville fails to comply with any material provision of this Agreement. Fayetteville shall return to Hansen all of the Software, updates, and any whole or partial copies, codes, modifications, and merged portions in any form excepting data upon termination or cancellation of this Agreement. The parties hereby agree that all provisions which operate to protect the rights of Hansen shall remain in force should breach occur, and shall survive the expiration or termination of this Agreement.
6. Payment. Payment shall be made by Fayetteville to Hansen in the amount and for the Software and Services stated on Exhibit A. Software prices stated on Exhibit A shall be valid for additional Software purchases through 2003. Payments shall be made as follows:

Software

25 percent of software costs upon contract signing.

50 percent of software costs upon delivery of software at Fayetteville.

25 percent of software costs upon it being placed into production or upon satisfactory completion of all testing, whichever occurs first. The satisfactory completion of all testing will be deemed to have occurred sixty days following delivery and installation of the software.

Hardware (If any)

Upon contract signing.

Professional Services and other items excluding Service and Maintenance

Billed monthly as accrued

Service and Maintenance

Upon satisfactory completion of all testing of the module(s) or upon the module(s) being placed in production, whichever occurs first.

Limited Software License Agreement

Hansen Information Technologies

Hansen will separately invoice for Software, Professional Services, Service and Maintenance, and Hardware. A finance charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, will be assessed on all payments that are past due. Any amount outstanding for more than sixty (60) days after the date of invoice shall constitute a material breach on the part of Fayetteville.

7. **Rights Upon Termination.** Upon termination of this Agreement, for any reason, Fayetteville shall return to Hansen the original of the Software, related user documentation, Source Materials and Software Tools, and destroy all copies, except those provided for below, in any form made therefrom whether in whole or in part, including partial copies or modifications. Within thirty (30) days after termination, Fayetteville shall certify to Hansen that, through its best efforts and to the best of its knowledge, it has complied with the requirements of this paragraph.
8. **Copies.** Fayetteville shall not copy the Software except as expressly authorized herein; provided that Fayetteville may make no more than two (2) copies as reasonably necessary for archival and back-up purposes. All trademark, copyright and proprietary rights notices must be faithfully reproduced by Fayetteville and included on such authorized copies. Fayetteville, with Hansen's permission, may copy limited documentation for its internal training, management, and process control purposes. Hansen shall not unreasonably deny permission for limited copying.
9. **Derivative Works and Trade Secrets.** Fayetteville shall not create or allow any other person or entity to create any derivative work or product based on or derived from the Software, data model or documentation or modify any Software, data model, or documentation without the prior written consent of Hansen. In the event of a breach of this provision (and without limiting Hansen's remedies) said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Hansen. Fayetteville acknowledges that the Software and related output (including procedures, printed output, screen displays, formats, menus, graphics, audio output, etc.) are trade secrets of, and proprietary to, Hansen. Fayetteville agrees *not* to: (i) use any of the Software and related output except in accordance with the terms of this Agreement, (ii) disclose any of the Software and related output to any other person, or (iii) allow any other person to inspect, use or copy any of the Software and related output. This section shall also protect and be applicable to these trade secrets even if they are modified or changed by Fayetteville.
10. **Source Code and Reverse Engineering.** This Agreement does not entitle Fayetteville to any source code, source materials or other confidential information that Hansen elects to withhold. A standard Source Code Escrow Agreement is available through DSI if Fayetteville so desires. The cost of the Source Code Escrow will be paid by Fayetteville. Fayetteville will not decompile, disassemble or reverse engineer the Software or create any derivative work based on or derived from the Software, data model, or documentation.
11. **Injunctive Relief.** Fayetteville acknowledges that any breach by Fayetteville of any of the covenants or provisions contained in this Agreement will give rise to irreparable injury to Hansen, inadequately compensable in damages alone. Accordingly, Hansen may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief shall be in addition to any other legal or equitable remedies that may be available to Hansen.
12. **Trademarks, Trade Secrets and Intellectual Property.**
 - a) Fayetteville acknowledges and recognizes that the Software; including, but not limited to Object and Source Codes, and Source Materials, and all associated intellectual property rights are the property of Hansen and that Hansen holds the copyright interests therein, the Programs and Documentation being treated as unpublished works. Fayetteville also recognizes and acknowledges the trademarks, trade names,

Limited Software License Agreement

Hansen Information Technologies

copyrights, patents, intellectual property and trade secrets of any proprietary software utilized within or in connection with the Software (e.g. Oracle). Fayetteville and its employees agree to cooperate in good faith to secure and preserve Hansen's right and title to the trademarks, trade names, copyrights, patents, intellectual property and trade secrets. Fayetteville and its employees understand: (1) that Hansen's trademarks, trade names, copyrights, patents, trade secrets and intellectual property have independent economic value, (2) that the independent economic value derives from the fact that Hansen's information is not generally known to the public nor known to Hansen's competitors or others in the public works Software field, (3) that this Agreement to maintain Hansen information secrecy is reasonable, and (4) that they owe a duty to Hansen to maintain and protect secrecy.

- b) Fayetteville and its employees expressly agree to retain in confidence all information, formula, compilations, programs, methods, techniques, processes, ideas and concepts imparted by Hansen regarding the trade secrets of Hansen, including but not limited to, Hansen's data element dictionary, data definition language, data model, technical and instructional manuals, documentation, descriptions, computer screens, reports, table codes, forms, schema, flow diagrams, instructions and any other information provided by Hansen to Fayetteville.
 - c) Fayetteville agrees to limit its use of any knowledge obtained from Hansen to those activities covered under the terms of this Agreement. Specifically, Fayetteville and its employees are explicitly prohibited from the design, development, or reverse engineering of any product. Fayetteville also is explicitly prohibited from modifying, changing, customizing, improving, or enhancing Hansen's products. Furthermore, Fayetteville understands that any individual characteristic or component supplied by Hansen, each of which, by itself, may be in the public domain, but is contained in the unified Hansen process, design and operation of its products, represents a unique combination and affords a competitive advantage and is a protectable secret.
 - d) Hansen's products are copyrighted by Hansen. Except as provided for herein, Fayetteville agrees not to remove any copyright notices or confidential or proprietary legends from the Software, incorporated products or Software tools without Hansen's prior written consent. Except as provided for herein, neither Hansen nor Fayetteville shall use the other's trademarks or trade names on products or other materials without the prior written consent of the other.
 - e) Fayetteville shall require that the Hansen Software and associated materials be maintained in a manner so as to reasonably preclude unauthorized persons from having access thereto. Fayetteville shall use reasonable efforts to assist Hansen in identifying any unauthorized use, copying, or disclosure of any portion of the Hansen Software by any present or former staff member, upon being provided reasonable evidence that such unauthorized disclosure, use, or copying may have occurred.
13. **Confidentiality.** Hansen and Fayetteville will regard and preserve as confidential all information related to each other's business and their clients that is obtained from any source as a result of this Agreement. Neither Hansen nor Fayetteville will, without first obtaining the other's written consent, disclose to any person, firm or enterprise any such information, that is not related to the normal business activities involved herein.
14. **Support Services.** Fayetteville agrees to pay Hansen for annual service and maintenance, if so contracted, in the amount and in the manner stated in the separate Service and Maintenance Agreement. Service and Maintenance is required for the first year of licensed use.
15. **Other Professional Services and Fees.** Hansen maintains a list of standard professional services and fees to facilitate the support and administration of Fayetteville's work. Prices quoted will be subject to change, with no more than one price change per year. Any cancellation of professional services by Fayetteville with two

Limited Software License Agreement

Hansen Information Technologies

weeks notice or less prior to the date scheduled for the services will be subject to a \$250 fee plus any non-refundable travel expense.

16. **Indemnification.** Hansen agrees to and does hereby indemnify, defend and hold harmless from liability Fayetteville against any and all claims that the Software infringes any rights of third parties in patent, copyright or trade secrets in the United States and any and all actions arising out of such claims. In the event of any such claim or action, Hansen shall have the option to either; 1) modify the Software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or 2) procure for Fayetteville the right to continue using the Software. Any such indemnification under this Section shall be contingent upon Fayetteville's 1) promptly notifying Hansen in writing of any claim or action of which indemnification is sought; 2) immediately ceasing use of the Software upon notice of any such claim or action; and 3) affording to Hansen sole control of the defense or settlement of any such claim or action.
17. **Limited Warranty – Software.** Hansen warrants that if Software fails to substantially conform to the specifications in the Software documentation or to any other Software specifications in the documentation and the nonconformity is reported in writing by Fayetteville to Hansen within 90 days from "live" date of the Software then Hansen shall, at its option, either correct the nonconformity or offer to terminate this Agreement and refund the licensing fees previously paid by Fayetteville upon return of all copies of the Software and documentation to Hansen. In the event of such a refund, the license conveyed by this Agreement shall terminate. This Limited Warranty is solely for the benefit of Fayetteville. The Warranty period shall commence upon placing the Software into production or upon satisfactory completion of all testing, whichever occurs first. Hansen warrants that the professional services will be performed using generally accepted industry standards and practices.
18. **Disclaimer of Warranties.** HANSEN MAKES NO WARRANTY, REPRESENTATION OR PROMISE EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. HANSEN DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. HANSEN DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY FAYETTEVILLE'S REQUIREMENTS OR THAT THE SOFTWARE OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
19. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, OR PROFESSIONAL SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) IS LIMITED TO THE TOTAL FEES PAID BY FAYETTEVILLE UNDER THIS AGREEMENT. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THIS PROVISION DOES NOT APPLY TO INDEMNIFICATION CLAIMS SUBJECT TO PARAGRAPH 16.
20. **Sole Remedy and Allocation of Risk.** FAYETTEVILLE'S SOLE AND EXCLUSIVE REMEDY AND HANSEN'S SOLE AND EXCLUSIVE LIABILITY IS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISKS AND THE AMOUNT PAYABLE TO HANSEN BY FAYETTEVILLE REFLECTS SUCH ALLOCATION OF RISK.
21. **Force Majeure.**

Limited Software License Agreement

Hansen Information Technologies

- a) Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence.
 - b) Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
 - c) If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement as a result of an Event of Force Majeure.
22. **Modification, Amendment, Supplement or Waiver.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. A failure or delay of either party to this Agreement to enforce any of the provisions of this Agreement, or to exercise any option herein provided, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provision of this Agreement.
23. **Severability.** In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.
24. **Relationships of the Parties.** Hansen and Fayetteville are independent of each other. This Agreement does not and is not intended to create in any way or manner or for any purpose an employee-employer relationship or a principal-agent relationship. Neither party is authorized to enter into Agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligations due or owed the other, or to accept service of process for the other. Under no circumstance or interpretation will this Agreement be construed as a work for hire.
25. **Conflict of Interest.** Hansen certifies and warrants that neither Hansen, nor any of its agents, representatives or employees which will participate in any way in the performance of Hansen's obligations hereunder has or will have any conflict of interest, direct or indirect, with Fayetteville.
26. **Entirety of Agreement.** The terms and conditions of any and all appendices, exhibits, schedules, and attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and paragraph headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all appendices, exhibits, schedules and attachments hereto, the Professional Services Agreement, and the Service and Maintenance Agreement, constitute the entire Agreement between the parties and supersedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.
27. **Attorney's Fees.** In the event of any litigation, arbitration or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, any other relief to which that party may be entitled.
28. **Counterparts/Facsimiles.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and

Workorder System
C. 2. Page 38.

Limited Software License Agreement

Hansen Information Technologies

the same instrument. The parties agree that transmission to the other party of this Agreement with facsimile signatures shall suffice to bind the party transmitting same in the same manner as if this Agreement with such party's original signature had been delivered. Without limiting the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the party as soon as possible thereafter.

29. Effect of Conflicting Documents. In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to a purchase order, a service and maintenance agreement, or a similar document pursuant to which Fayetteville acquired the license granted by this Agreement, the terms and conditions of this Agreement shall control.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

CITY OF FAYETTEVILLE, AR

HANSEN INFORMATION
TECHNOLOGIES

By

By

Name

Name

Title

Title

Date

Date

Workorder System
C. 2. Page 39.

Limited Software License Agreement

Hansen Information Technologies

EXHIBIT A

City of Fayetteville, Ark
Hansen Version 7.5 for Land Management - Assets
Windows 98/NT - SQL Server - Oracle

Product #	SOFTWARE COSTS	Unit Price	# of Seats	Cost
LC-01	Construction & Use permits (including Building Permit	1,500	15	22,500
LP-01	Code Enforcement	1,500	7	10,500
LL-01	Licenses	1,500	3	4,500
AB-01	Building	2,500	1	2,500
APC-01	Complex/Parks	5,000	3	15,000
AP-01	Plant/Fleet	2,500	12	30,000
AS-01	Sewer	4,000	3	12,000
AT-01	Storm	4,000	4	16,000
AE-01	Street	4,000	4	16,000
AW-01	Water	4,000	6	24,000
CS-02	Customer Service	1,000	13	13,000
CRY-01	Report Writer - single license, Per PC	1,000	1	1,000
TP-01	Pavement Management System	15,000	Enterprise	15,000
DYP	Dynamic Portal for Customer Service	10,000	Enterprise	10,000
FTV	Formula TV Inspections for Sewer	2,500	Enterprise	2,500
LSI	Advanced Inspections (Linear, Spot & Nodal)	7,500	Enterprise	7,500
TAB	Tab Editor	30,000	Enterprise	30,000
VRM	Visual Resource Manager	12,000	Enterprise	12,000
GIS-AV	Hansen Desktop Mapping	2,500	1	2,500
Software Subtotal				246,500
15% Enterprise Discount				(36,975)
Net Software Costs				209,525

Implementation Costs				
PS-PM	Project Manager	1,500	96	144,000
PS-DCD	Data Conversion Analysis*	5,000	2	10,000
PS-ICD	Interface Control Analysis*	5,000	2	10,000
PS-IT	Installation & Configuration			5,000
PS-03	Onsite GIS Training	1,500	2	3,000
PS-01	Onsite Training	1,500	40	60,000
DYP	Configuration for Dynamic Portal	5,000	1	5,000
EXP	Out-of-pocket expenses (estimate, actuals to be billed as incurred)			30,000
Total Implementation				267,000
Total Software and Implementation				476,525

Hansen's Annual Service and Maintenance 44,190
To begin upon system acceptance or Go Live whichever occurs first not to exceed a period of one year after installation date

Service and Maintenance will commence upon acceptance and/or Go Live tentatively to be scheduled on October 2002. At which point SMA will be at prorated from Oct 2002 - Dec 31, 2002 in the amount of \$11,047.50 If system should Go-live earlier then scheduled additional SMA will be at the rate of \$3,682.50 per month.

*Data conversion and system interface analysis costs are based upon the analysis of each data source. Additional conversion and interface costs will be determined after analysis if needed.

Hansen Authorized Signature *Stephanie A. Mangus*

December 17, 2001: Price Quote by Denny Strange

Unless accompanied by an authorized signature above this quote is for budgetary purposes only.
If signed, this quotation is valid for 90 days.
Past due invoices over 30 days will incur interest charges

APPENDIX E: SERVICE MAINTENANCE AGREEMENT

Hansen Information Technologies

Service and Maintenance Agreement

Subject to all terms of this Service and Maintenance Agreement (AGREEMENT), Hansen Information Technologies (hereinafter referred to as "HANSEN" and Fayetteville, Arkansas (hereinafter referred to as "CUSTOMER") agree as follows:

1. **PRODUCT** - This AGREEMENT applies to the product(s) and module(s) licensed to the CUSTOMER by HANSEN as agreed to in a separate Software License Agreement (including additional software purchases under that Agreement):

Products: V7.5 modules as stated on Exhibit A of the Limited License Agreement.
2. **PRICE** - CUSTOMER agrees to pay to HANSEN in advance, an annual fee of \$44,190 for services and maintenance provided in accordance with this AGREEMENT.
3. **TERM** - This AGREEMENT will commence upon CUSTOMER going LIVE with any component of Hansen software or the date of acceptance, whichever occurs first, and continue until December 31, 2002 pro rated. If modules go live or are accepted in stages, the service and maintenance fee for each module will be pro-rated upon that module going live or being accepted. The second year will be the full price from January 1, 2003.
4. **AUTOMATIC RENEWAL** - After the initial term this AGREEMENT shall automatically renew for a one year period if neither party has given the other thirty (30) days prior written notice of its desire not to renew at the end of the initial term or any extensions thereof. The annual fee shall remain the same as the prior year unless CUSTOMER is provided written notice of a price change sixty (60) days prior to the expiration of the prior term. The annual fee will increase without notice by 18% of the list price of additional software licensed. If the price change is unacceptable to CUSTOMER, the AGREEMENT will not renew if CUSTOMER so informs HANSEN in writing prior to termination.
5. **SERVICES** - HANSEN will provide services to the CUSTOMER during the term of this AGREEMENT:
 - a) The CUSTOMER will receive, when available, updates applicable to the CUSTOMER'S specific version of HANSEN application software within the same operating environment.
 - b) The CUSTOMER will be able to utilize Toll-Free Technical phone support through the Help Desk for technical issues relating to the installation and use of the licensed software (Hansen Version 7.5). The telephone support will be available Monday through Friday between the hours of 4 a.m. - 5 p.m. Pacific Time by dialing (800) 8- HANSEN.
 - c) Distribution of updates to the CUSTOMER'S HANSEN application software to

resolve any malfunctions or logic problems which have been identified and corrected in the application software.

6. **SERVICES NOT COVERED** - HANSEN will not provide any additional services to the CUSTOMER during the term of this AGREEMENT; including but not limited to:
 - a) HANSEN will not support application software that is running on outdated operating systems. Distribution of updates and enhancements, telephone support and functional corrections will only be made available for current operating systems. The CUSTOMER is responsible for maintaining compliance with the "industry standard" version of the relevant operating system. CUSTOMER should determine that an upgraded version of a component part of the Hansen product (Oracle for example) has been certified prior to installation.
 - b) HANSEN is not responsible for loss of data due to lack of sufficient backup files. The CUSTOMER is responsible for following standard backup procedures to insure data integrity.
 - c) Custom programming or the development of specialized routines not associated with 5(a), 5(b) and 5(c) are not covered under this AGREEMENT.
 - d) Data conversions and problems associated with data conversions are not covered under this AGREEMENT. HANSEN will assist the CUSTOMER through the Help Desk for workstation installation only if other workstations are already installed and working. The Help Desk will not install or upgrade server software or database client software on a "first" machine.
 - e) Any service not covered in paragraph 5 above.
7. **HANSEN SYSTEM DEFECT CLASSIFICATIONS** - It is recognized that despite the precautions associated with software, defects may be encountered. These defects are defined in criticality categories:
 - a) **Category I** - System failure. Software does not work, data cannot be input, reviewed, or revised. The system is inoperable. This failure is due to Hansen's software failure, not related to database or system difficulties.
 - b) **Category II** - Key Hansen component failure. One or more Hansen modules or functions does not work. In this case core functionality remains, however the system is not fully operable. It might not print, for example.
 - c) **Category III** - Minor Hansen failure or defect. A calculation does not properly function, printing might not be available for one feature, indexing might not have full functionality. These generally center on a configuration issue or error. The system works and work-arounds may be used.
 - d) **Category IV** - Defect, A feature or change in Hansen functionality desired by the CUSTOMER is not available or needs redesign. Or, a misspelling or incorrect link is encountered. Full functionality remains available.

8. RESPONSE GOALS AND ESCALATION –

Response goals are based upon the Category and Criticality of the problem.

- a) Response goals for Category I will be within two hours of initial reporting (during customer service hours). HANSEN will provide standard technical telephone support to resolve the problem.
- b) Response goals for Category II will be within four hours of initial reporting (during customer service hours). HANSEN will provide standard technical telephone support to resolve the problem.
- c) Response goals for Category III issues will be within four working hours of initial reporting. Normally, defects of this nature are resolved through installation of new software or "bug fixes," or changes in the customized system configuration.
- d) Responses for Category IV issues will be addressed as enhancement requests and minor corrections. These will be distributed in standard software releases and upgrades.

Service Escalation

In cases where a solution cannot be provided to restore major functionality within six working hours after receipt of the initial call (Categories I and II), Hansen will assign its technical and programming team to resolve the difficulty. If the difficulty cannot be resolved in a timely fashion after the initial call, HANSEN technical personnel may be dispatched to the site at HANSEN's discretion. The CUSTOMER will provide on-site technical staff support, access and expertise to assist HANSEN, regardless of the time of day or standard work schedule. In all occurrences of Category I and II issues, HANSEN will endeavor to restore system functionality as soon as possible.

HANSEN will use electronic delivery of files and software patches where possible, or overnight delivery if required. In cases of system failures (Categories I and II) next flight out delivery of media will be made. CUSTOMER will be responsible to take delivery at the closest practical airport.

Category III issues will be resolved as rapidly as practical provided they degrade system performance or significantly decrease functionality. Electronic delivery of new software or additional files may be appropriate. In cases where files are too large for satisfactory electronic delivery, overnight mail will be used.

Category IV issues will be reviewed and resolutions will be distributed through standard upgrade and update distributions. Enhancement suggestions should be made in writing and sent to the Hansen Help Desk.

All reports of system problems should be referred to the Hansen Help Desk, 1-800-8HANSEN. These calls will be logged into the system and dispatched to the appropriate work-groups. In the event the Hansen Help Desk cannot be reached through the toll free number, the Hansen general number should be used, or e-mail to helpdesk@hansen.com.

If satisfaction is not received, the complaint should be directed to the Customer Service

manager, then to the Account Manager.

9. **ADDITIONAL SERVICES** - Services outside the scope of those described in 5(a), 5(b), and 5(c) above may be provided on a Time and Materials basis, Flat Fee basis, or may require on site work at a negotiated price. The current established hourly rate is \$187.50, with a minimum of one hour. The hourly rate may change without notice. The additional services may include data correction, software upgrades and installations.
10. **LIMITATION ON LIABILITY** - THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, OR DOCUMENTATION (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), INCLUDING UNDER ANY INDEMNIFICATION PROVISION HEREOF, IS LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN CUSTOMER.
11. **SOLE REMEDY AND ALLOCATION OF RISK** - CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HANSEN'S SOLE AND EXCLUSIVE LIABILITY IS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISKS AND THE AMOUNT PAYABLE TO HANSEN BY CUSTOMER REFLECTS SUCH ALLOCATION OF RISK.
12. **MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER** - No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. A failure or delay of either party to this Agreement to enforce any of the provisions of this Agreement, or to exercise any option herein provided, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provision of this Agreement.
13. **SEVERABILITY** - In the event any one or more of the provisions of the Agreement is for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.
14. **ENTIRETY OF AGREEMENT** - The terms and conditions of any and all appendices, exhibits, schedules, and attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and paragraph headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, the Professional Services Agreement and the License Agreement constitute the entire Agreement between the parties and supersedes all previous Agreements including promises and representations, whether written or oral,

Workorder System
C. 2. Page 46.

between the parties with respect to the subject matter hereof.

15. **NON-PAYMENT** - This agreement may be terminated without notice if payment is not received within forty-five (45) days of its due date. If CUSTOMER is forty-five days or more delinquent on any obligation to HANSEN, HANSEN may suspend services provided by this Agreement until CUSTOMER pays its obligation. No credit or refund will be provided during any period of suspension.
16. **ATTORNEY'S FEES** - In the event of any litigation, arbitration or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and other reasonable costs incurred by the prevailing party in connection therewith and in pursuing and collection remedies (including appeals), relief and damages.

FAYETTEVILLE, ARKANSAS:

HANSEN INFORMATION
TECHNOLOGIES:

By: _____

By: _____

Date: _____

Date: _____

APPENDIX F: PROFESSIONAL SERVICES AGREEMENT

Workorder System
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PROFESSIONAL SERVICES AGREEMENT
Between
Fayetteville, Arkansas
And
Hansen Information Technologies Inc.

This Professional Services Agreement ("Agreement") is hereby entered into between Hansen Information Technologies ("HANSEN") and Fayetteville ("Fayetteville") on the following terms and conditions:

WHEREAS, Fayetteville desires to license certain computer software from HANSEN pursuant to a separate Agreement;

WHEREAS, HANSEN is willing to provide Services to Fayetteville in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and to be received, HANSEN and Fayetteville agree as follows:

1.0 DEFINITIONS.

- 1.2 License Agreement:** Shall mean the separate agreement entered into or being negotiated between the parties concerning the licensed use of the Software.
- 1.3 Other Definitions:** The definitions found in the Limited License Agreement are incorporated into this Agreement by this reference.

2.0 SERVICES. Fayetteville hereby retains HANSEN and HANSEN hereby agrees to perform certain professional Services as set forth herein in Appendix A to this Agreement. The project will consist of the delivery of the Software, installation, implementation (project management), and training.

3.0 TERM. The term of this Agreement ("Term") shall commence on the date it is executed by both parties and shall continue in full force until work is completed or the Agreement is terminated earlier in accordance with the terms and provisions hereof. Termination shall have no effect on Fayetteville's obligation to pay the applicable labor rate (or an equitable portion of any fixed fee) with respect to Services rendered prior to the effective date of termination.

4.0 Fees. Professional Service fees are provided in Exhibit A (to the Limited License Agreement). Professional Services will be invoiced monthly for services as incurred on a time and material basis. If days for Professional Services in excess of that stated in Exhibit A are needed, a change order signed by both parties will be required. Any Professional Services provided in excess of the days stated in Exhibit A will be charged at the unit price stated in Exhibit A.

- 5.0 Out-of-Pocket Costs.** Except as otherwise set forth in this Agreement, fees quoted for Services do not include and Fayetteville shall reimburse HANSEN for its reasonable cost of travel (air & cab fare, lodging, auto rental or local mileage, standard per diem, etc.) and out-of-pocket costs for photocopying, overnight courier, long-distance telephone and the like, which shall be invoiced at cost.
- 6.0 Invoices, Payment and Late Charges.** Payment shall be made within thirty (30) days of invoice. Invoices shall be accompanied with copies of receipts for expenditures. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half (1.5) percent, or the maximum rate allowed by law, whichever rate is less, per month or fraction thereof until paid. The cancellation of any professional service with two weeks notice or less prior to the date scheduled for the services is subject to a \$250 fee, plus all non-refundable travel expenses.
- 7.0 Proprietary Rights to WORK PRODUCT.** "Work Product" shall mean any resulting software (including all functional and technical designs, programs, modules, code, interfaces, algorithms, flowcharts, diagrams, documentation and the like) or any modifications or changes to the Software created by HANSEN after the effective date of this agreement and in furtherance of the Statement of Work. HANSEN shall own all right, title and interest to the Work Product. The parties acknowledge that the Work Product is not a "work made for hire" under the Federal Copyright Law. The parties agree that the Work Product shall be deemed to be and become a part of the Software for all purposes under the License Agreement.
- 8.0 Confidential Information.**
- 8.1 Acknowledgment of Confidentiality.** Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party other than the Work Product and Software such as business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient; (iii) information received by the recipient from a third party who was free to disclose it; or (iv) Work Product or the Software which are protected under the License Agreement.
- 8.2 Covenant Not to Disclose.** Except as required by law, with respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party, with the exception of subcontractors or vendors under contract to the party and which have undertaken non-disclosure obligations comparable to those contained in this Agreement, without the prior written consent of the provider. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information.

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9.0 Warranties.

9.1 Limited Warranty. HANSEN agrees to perform all Services in a professional, workmanlike manner. Hansen also agrees and warrants that: (a) it shall comply with all applicable laws and regulations; (b) in rendering the Services, it and its employees have all necessary rights, authorizations, or licenses to provide the Services hereunder and to provide all related materials and services required under this Agreement; (c) each of its employees assigned to perform services hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with the applicable Statement of Work; and (d) Hansen shall obtain for Fayetteville the unrestricted right to use each deliverable provided to Fayetteville by Hansen hereunder in accordance with the terms and conditions found in the Limited License Agreement.

9.2 No other Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.1, HANSEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE WORK PRODUCT (WHICH IS WARRANTED UNDER THE LICENSE AGREEMENT), ITS SERVICES OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER.

10.0 Limitation on Liability. THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED THE TOTAL FEES PAID HEREIN. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM.

11.0 Notices. All notices and demands required or permitted under this Agreement shall be in writing and may be delivered personally to one of the persons set forth below, sent by registered or certified mail, postage prepaid, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to one of the persons and addresses set forth below. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return. Said notices shall be delivered, or addressed as follows:

Kent Johnson
Hansen Information Technologies
1745 Markston Road
Sacramento, CA 95825

Ted Webber
Director of Administrative Services
City of Fayetteville, Arkansas
Fayetteville, AR 72701

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or to such other address and to the attention of such other person as either party may designate to the other in writing.

- 12.0 Termination.** Either party may terminate this Agreement if the other party breaches any material provision hereof and fails within ten (30) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party may terminate this Agreement if the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
- 13.0 Independent HANSEN Status.** Each party and its employees are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party from the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted for its respective employees.
- 14.0 Security, No Conflicts.** Each party agrees to inform the other of any information made available to the other that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not create any conflict of interest prohibited by the United States government or any other domestic or foreign government and shall promptly notify the other party if any such conflict arises during the Term.
- 15.0 Insurance.** Hansen shall maintain adequate insurance protection covering its activities hereunder, including, but not limited to coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles. Hansen shall provide Fayetteville with certificates of insurance on the ACORD form for each of these coverage types. Except for worker's compensation insurance, Hansen shall name Fayetteville as an additional insured on its insurance policies, and such policies shall require 60 days prior written notice to Fayetteville for any coverage change. As of the date hereof, Hansen has at least the following levels of coverage: workers' compensation (\$1,000,000), comprehensive general liability for bodily injury and property damage (\$1,000,000).
- 16.0 FORCE MAJEURE**
- 16.1** Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence.
- 16.2** Each of the parties hereto agrees to give notice forthwith to the other upon

Workorder System
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becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16.3 If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement as a result of an Event of Force Majeure.

17.0 **INDEMNIFICATION.** Hansen agrees to indemnify, defend and hold harmless Fayetteville and its directors, officers, employees, agents, subsidiaries and affiliates, against any and all losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees) arising out of or related to any claim: (i) for personal injury or damage to property arising out of the furnishing, performance or use of the Services or any deliverable provided hereunder; (ii) for payment of compensation, salary or benefits asserted by an employee of Hansen; and (iii) any claim arising out of Hansen's failure to comply with any applicable law or regulation. The indemnities set forth in this Section shall not be subject to any limitation of liability set forth herein.

18.0 **MISCELLANEOUS PROVISIONS**

18.1 **Severability.** If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected.

18.2 **Parties Bound.** This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

18.3 **Fayetteville General Obligations.** As required, Fayetteville agrees to provide Hansen with appropriate access to their facilities, personnel, data systems, and other resources. Fayetteville acknowledges that the implementation is a cooperative effort and that Fayetteville must complete its designated tasks in timely manner in order for Hansen to proceed with and complete the Services.

18.3 **Final Agreement.** This Agreement constitutes the complete, final and exclusive expression of the parties' agreement regarding Professional Services, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by written agreement signed by all the parties hereto.

18.4 **Authority To Enter Into Agreement.** The undersigned hereby represent and warrant that they are duly authorized to sign and enter into this Professional Services Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Workorder System
C. 2. Page 53.

Hansen Information Technologies

Fayetteville, Arkansas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A STATEMENT OF WORK

HANSEN shall provide the Implementation Services in conjunction with the installation and implementation of the Software as described in the License Agreement. These Services shall include:

- Project Management (implementation).
- Interface analysis.
- Installation and Set-up of Software.
- Data conversion analysis.
- End user training.
- DynamicPORTAL configuration

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

Workorder System
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Budget Year	Department: Sales Tax Capital	Date Requested	Adjustment #
2002	Division:	01/02/2002	
	Program:		

Project or Item Requested:

\$293,800 is requested in the Municipal Management System (Work Order System Project).

Project or Item Deleted:

The project funding proposed for this adjustment are a re-budget of funding appropriated in 2001, a portion of the unexpended funding from the Drainage Study and Master Plan Project and project savings from various Water & Sewer Fund capital projects that were completed.

Justification of this Increase:

The funding is requested to fully fund the purchase, installation and training of the City-wide municipal management system.

Justification of this Decrease:

The adjustment is needed because the previous years' funding authorization lapsed at calendar year end.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Fixed Assets	253,800	4470	9470	5801	00	99021	1
Fixed Assets	40,000	5400	4000	5801	00	99021	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Use of Fund Balance	253,800	4470	0947	4999	99		
Use of Fund Balance	40,000	5400	0940	4999	99		

Approval Signatures

Requested By

Date


Budget Manager

12-20-01
Date

Department Director

Date


Public Services Director

12/20/01
Date

Mayor

Date

Budget Office Use Only

Type:

A

B

C

D

E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

STAFF REVIEW FORM

Civil Service
C. 4. Page 1.

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF
FROM:

MAYOR'S APPROVAL _____

Trent Trumbo, Alderman

Name

Division

Department

ACTION REQUIRED:

An Ordinance Granting Authority To The Fayetteville Civil Service Commission To Appoint
And Remove The Police Chief and Fire Chief, And For Other Purposes

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

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

CROSS REFERENCE

New Item: Yes No

Previous Ordinance/Resolution No.: _____

Civil S
C. 3.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING AUTHORITY TO THE
FAYETTEVILLE CIVIL SERVICE COMMISSION TO
APPOINT AND REMOVE THE POLICE CHIEF AND
FIRE CHIEF, AND FOR OTHER PURPOSES**

WHEREAS, under A.C.A. §14-42-110(a)(2), a City of the first class is authorized to delegate the authority to appoint and remove the heads of the Police and Fire Departments to the City's Civil Service Commission; and,

WHEREAS, the City Council for the City of Fayetteville, Arkansas, finds that it is in the City's best interest to have the authority to appoint and remove the Police Chief and Fire Chief with the Fayetteville Civil Service Commission.

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

Section 1. The City of Fayetteville delegates the authority to appoint the Police Chief and Fire Chief of the City of Fayetteville, Arkansas, to the Fayetteville Civil Service Commission. When appointing the Police Chief or Fire Chief, the Fayetteville Civil Service Commission shall appoint the person standing the highest on the civil service examination for the appointment to the position of Chief, at a salary as set by the Council approved city pay plan.

Section 2. After the appointment is complete, the Mayor may still suspend the Chief without pay for a period not to exceed 30 days or take any other disciplinary action except for termination as allowed by the City's Personnel Policy. If the Mayor believes that the Chief should be discharged, he shall address the reasons he believes the Chief should be discharged or reduced in rank to the Fayetteville Civil Service Commission. The Chief shall have the normal rights of appeal provided by law for disciplinary action against him/her. However, no Police Chief or Fire Chief who has not previously held a position within the same department may be reduced in rank to another civil service position.

PASSED and APPROVED this the _____ day of _____, 2002

DRAFT
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

CASE NOTES

ANALYSIS

Constitutionality.
Hearing and determination.
Nonfeasance.
Removal.

Constitutionality.

An ordinance limiting the city attorney's salary to \$1.00 per annum when in fact the city attorney was uncontested in his bid for the election, passed simultaneously with an ordinance removing the city attorney from office on the eve of the election, was punitive in that it intended to constructively bar him from assuming the position to which he was duly elected by the people; accordingly, the first ordinance and its implementing resolution were unconstitutional as bills of attainder. *Crain v. City of Mt. Home*, 611 F.2d 726 (8th Cir. 1979).

Hearing and Determination.

A writ of prohibition would not lie to a circuit court to prohibit a circuit judge

from proceeding to try the mayor of a city for nonfeasance in office without a jury; such an action of the circuit judge, if erroneous, was reversible only on appeal. *McClendon v. Wood*, 125 Ark. 155, 188 S.W. 6 (1916).

Nonfeasance.

The enforcement of the laws rests on the mayor, police judge, and other elective officials. *Rowland v. State*, 213 Ark. 780, 213 S.W.2d 370 (1948), cert. denied, 336 U.S. 918, 69 S. Ct. 641, 93 L. Ed. 1081.

Removal.

The actions of a municipal council in impeaching a municipal judge are judicial in their nature, and where the accused has been granted a public hearing and has been represented by council, it is proper for the council to retire and consider their verdict in secret. *Faucette v. Gerlach*, 132 Ark. 58, 200 S.W. 279 (1918).

Cited: *Clark v. Mahan*, 268 Ark. 37, 594 S.W.2d 7 (1980).

14-42-110. Appointment and removal of department heads.

(a)(1) Mayors in cities of the first class and second class and incorporated towns shall have the power to appoint and remove all department heads, including city and town marshals when an ordinance has been passed making city and town marshals appointed, unless the city or town council shall, by a two-thirds ($\frac{2}{3}$) majority of the total membership of the council, vote to override the mayor's action.

(2) Provided, however, that in cities of the first class and second class with civil service commissions, the governing body of the city may, by ordinance, delegate the authority to appoint and remove the heads of the police and fire departments to the city's civil service commission.

(b) City managers in cities having a city manager form of government shall have the power to appoint and remove all department heads. In cities with a city manager form of government and with civil service commissions, the civil service commission shall have the power to override the city manager's appointment or removal of the police or fire chief by a majority vote of the total membership of the commission.

(c) The provisions of this section shall not apply to department heads not under the control of the governing body of the city and shall not apply to cities having a city administrator form of government.

History. Acts 1981, No. 795, §§ 1, 3; A.S.A. 1947, § 19-1013.1; Acts 1995, No. 534, § 1; 1995, No. 914, § 1.

Amendments. The 1995 amendment

by Nos. 523 and 914 deleted "Unless otherwise provided by state law" from the beginning in (a)(1); added (a)(2); inserted present (b), redesignating former (b) as

Fayetteville Fire Fighters
IAFF Local #2866

P O Box 638 Fayetteville AR 72702

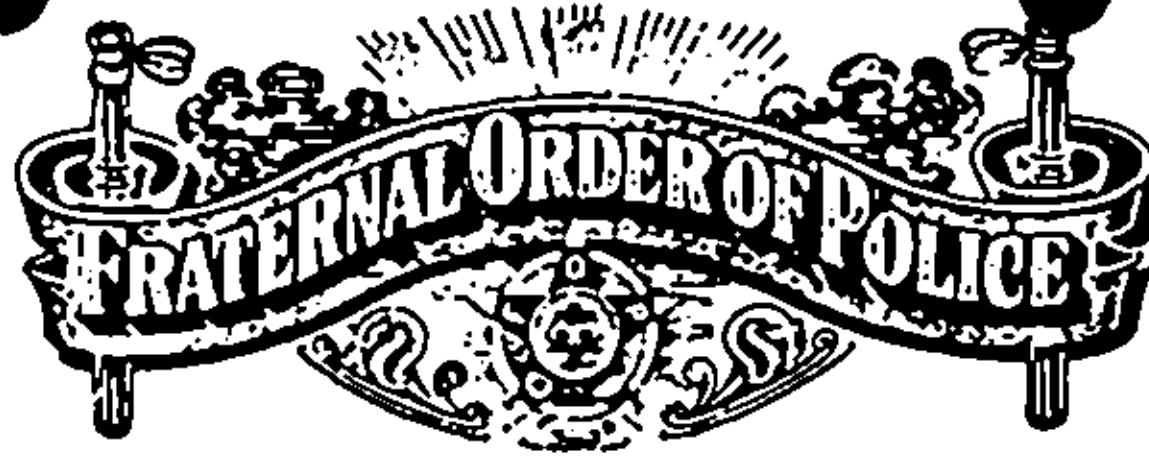
07/02/01

PRESS RELEASE

The Fayetteville Fire Fighters Local #2866 Executive Board voted to **oppose** the ordinance being introduced by Alderman Trumbo, which would take the administrative duty of hiring and firing the Fire Chief and Police Chief away from the Mayor. The present process appears to be working well with the appeal process coming before the City Council. Under the Civil Service process, the only appeal is to Circuit Court.

Our Department has made great strides with the current administration, and we look forward to many improvements that are planned.

Pete Reagan
President,
Fayetteville Fire Fighters
IAFF Local 2866
501-841-0320



Fayetteville Fraternal Order of Police

Lodge #10

P.O. Box 225

Fayetteville, Arkansas 72702

January 8, 2002

Alderman Trent Trumbo
2210 Aspen Drive
Fayetteville, AR 72703

Dear Mr. Trumbo:

Please accept this letter as the formal opinion of the Fayetteville Fraternal Order of Police Lodge #10 to NOT support the resolution to have the authority to appoint and remove the Police Chief and Fire Chief with the Fayetteville Civil Service Commission. Our vote to not support this resolution is based on our belief that it creates a potential conflict that could have a negative impact on an officer's due process rights in complaints against the Chief or in appeals on disciplinary matters. Also, officers would no longer be involved in the hiring process (as with the recent hiring of the Fire Chief) for Chief of Police candidates because all authority will be given directly to the Civil Service Commission.

Please call me at 442-7266 if you have any questions or concerns about this matter.

Respectfully,

Tad Scott
President, FOP Lodge #10

CC: Brenda Thiel
Cyrus Young
Bob Davis
Randy Zurcher
Lioneld Jordan
Bob Reynolds

STAFF REVIEW FORM

- ☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of January 15, 2002

FROM:

<u>Dan Coody</u>		<u>Mayor's Office</u>
Name	Division	Department

ACTION REQUIRED: Approve agreement with University of Arkansas to develop a strategic plan (to include economic analysis, site planning study and project coordination) that will define key physical and economic characteristics of the Arkansas Research & Technology Park.

COST TO CITY:

<u>\$ 37,500</u>	<u>\$ 75,000</u>	<u>Economic Dev. Matches</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5314-00</u>	<u>\$ -0-</u>	
Account Number	Funds Used to Date	Program Name
<u>00009-1</u>	<u>\$ 75,000</u>	<u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

<u>[Signature]</u>	<u>Administrative Services Director</u>
Budget Manager	

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

<u>Marsha Fethering</u>	<u>1/4/02</u>	<u>ADA Coordinator</u>	<u>Date</u>
Accounting Manager	Date		
<u>[Signature]</u>	<u>1/8/02</u>	<u>Nancy Smith</u>	<u>1/7/02</u>
City Attorney	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>1/8/02</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: ~~Approval of the Resolution and Budget Adjustment~~ per David

<u>Division Head</u>	<u>Date</u>	<u>Cross Reference</u>
<u>Department Director</u>	<u>Date</u>	New Item: ☐ Yes ☐ No
<u>[Signature]</u>	<u>1/8/02</u>	Prev Ord/Res #: _____
Administrative Services Director	Date	
<u>[Signature]</u>	<u>1/13/02</u>	Orig Contract Date: _____
Mayor	Date	

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

*Draft Agreement and Resolution
attached J.W.*

Purchasing Officer

ADA Coordinator

Internal Auditor



Research and Sponsored Programs
& Technology Licensing
Office of the Director
130 Engineering Hall
Fayetteville, AR 72701

(501) 575-3152
(501) 575-7983 (FAX)
e-mail: rspinfo@uark.edu
<http://www.uark.edu/admin/rspinfo/>

December 27, 2001

Mayor Dan Coody
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Strategic Planning for the Research and Technology Park

Dear Mayor Coody:

In a meeting held on December 12, 2001, the Steering Committee for the proposed Arkansas Research and Technology Park (ARTP) decided to move forward with the development of a strategic planning document that will define in greater detail key physical and economic characteristics of the ARTP. Development of the Strategic Plan will be a joint effort, combining the considerable strengths and expertise of the University of Arkansas' Center for Business and Economic Research (CBER) with the University of Arkansas Community Design Center (UACDC), to develop a comprehensive plan that will serve to attract new economic investment and create the incentive for public/private partnerships that are essential to knowledge-based economic development. Moreover, the University is also taking steps to provide the necessary personnel to integrate the efforts of these two groups during plan development, and manage the near-term implementation of the plan over the first six months of calendar year 2002.

The focus of the UACDC planning study will be to develop preliminary physical master plan alternatives for the proposed ARTP, coupled with economic analyses and projections for the new facility. In general, the site planning work will include inventory and analyses of existing and adjacent property under consideration with respect to location, infrastructure, and supporting businesses and services. In addition, a number of research and technology park precedents will be studied and documented, with a view to making the best case for the new development. The proposed study will include a range of master plan alternatives together with an assessment of their various attributes.

The CBER economic analysis can be broadly divided into two (2) parts. First, a strategic planning document that will consolidate the work of the planning group subcommittees, information previously obtained from various sources, such as the Association of University Research Parks (AURP), and additional information needed to estimate the impact of the proposed park on the region and the state. Further, the strategic planning document will provide information necessary to complete the second part of the study, a comprehensive economic and fiscal impact analysis. The economic impact analysis will estimate the effects of construction and operation of the ARTP on the local, regional, and state economy. These impacts will be broadly measured in terms of new jobs, income, and subsequent tax revenues accruing from new economic activity. Coupled with a fiscal impact analysis to determine the net effects of the ARTP on local government, the overall scope is designed to provide a comprehensive socio-economic analysis of the project.

Mayor Dan Coody
City of Fayetteville
December 27, 2001
Page 2

Project management activities will include coordinating the efforts of CBER and UACDC to ensure that project goals and objectives are met in a timely fashion, and to ensure for the integration of the planning activities with ongoing initiatives such as the new advanced research and technology building, scheduled for construction at the Engineering Research Center in 2002-2003. In addition, the progress of the work will be monitored on a day-to-day basis in order to keep city, regional and university stakeholders informed of project activities. From January 1, 2002 to July 1, 2002, the Project Coordinator will also serve as the primary liaison between the ARTP and various external agencies particularly with regard to securing funding for ARTP development.

The total cost to prepare the Strategic Plan, inclusive of Project Coordination, is estimated to be \$125,000. As you know, development of the ARTP is viewed as collaborative effort involving the University of Arkansas, the City of Fayetteville and the surrounding region. Accordingly, the costs to support strategic planning and the first six months of project coordination are proposed to be shared among the stakeholders as follows:

Strategic Plan	<u>U of A</u>	<u>City</u>	<u>Region</u>
Economic Analysis	\$25,000	\$10,035	
Site Planning Study		\$21,000	
Project Coordination	<u>\$44,000</u>	<u>\$6,465</u>	<u>\$18,500</u>
Subtotal	\$69,000	<u>\$37,500</u>	\$18,500
Grand Total			\$125,000

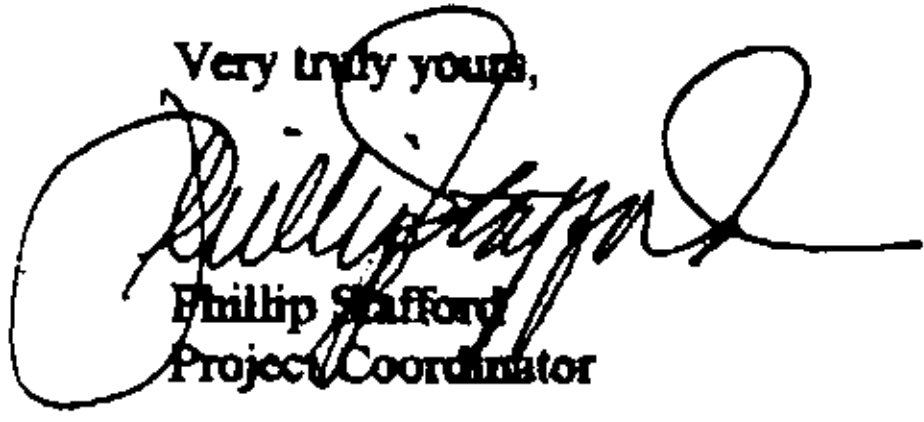
As shown above, the total request from the City of Fayetteville is \$37,500, which will be applied across all aspects of the planning effort.

Completion of the Strategic Plan by March 1, 2002 is viewed as essential for consideration of the ARTP in the FY 2003 Federal appropriation process. Given the extremely short time frame for completion of this extensive study, it is imperative that funding be secured immediately to support the March 1, completion date.

On behalf of the ARTP Planning Group, I want to express our appreciation to the City of Fayetteville and to you personally for your participation and support of the initial planning effort. Your continued support will be instrumental in forging an organization that will make the ARTP a reality.

Should you have any questions concerning the proposed scope of work, or if I can be of assistance to provide additional information, please contact me.

Very truly yours,



Phillip Stafford
Project Coordinator

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE UNIVERSITY OF ARKANSAS TO DEVELOP A STRATEGIC PLAN TO DEFINE THE PHYSICAL AND ECONOMIC CHARACTERISTICS OF THE ARKANSAS RESEARCH AND TECHNOLOGY PARK; AUTHORIZING THE MAYOR TO SIGN SAID CONTRACT; AND DECLARING AN EMERGENCY.

WHEREAS, enhancing the economic opportunities available to the citizens of our community is of mutual interest to the City of Fayetteville and the University of Arkansas, and;

WHEREAS, development of the Arkansas Research and Technology Park in the City of Fayetteville provides the potential to attract high-tech employers to our community, and;

WHEREAS, the University of Arkansas Center for Business and Economic Research (CBER) and the University of Arkansas Community Design Center (UACDC) are uniquely qualified to provide the City with the specialized services required to develop a Strategic Plan for the Arkansas Research and Technology Park, and;

WHEREAS, the Strategic Plan must be completed by March 1, 2002, in order for the Arkansas Research and Technology Park to be eligible for consideration in the FY2003 Federal appropriations process, and;

WHEREAS, the City Council finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and;

WHEREAS, the City Council further finds that an emergency exists due to the imminent FY2003 Federal appropriations deadline, and the potential funding loss if said agreement were not immediately approved.

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

Section 1. That the City Council hereby waives the requirements of formal competitive bidding and approves an agreement between the City of Fayetteville, Arkansas and the University of Arkansas to develop a Strategic Plan to define the physical and economic characteristics of the Arkansas Research and Technology Park. A copy of said agreement marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That the City Council hereby authorizes the Mayor to sign said agreement with the University of Arkansas.

Section 3. Emergency Clause. That the City Council, having found that funding for the Arkansas Research And Technology Park would otherwise be unnecessarily disrupted, hereby declares this ordinance to be necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this ____ day of January, 2002

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
HEATHER WOODRUFF, City Clerk

DRAFT

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the UNIVERSITY OF ARKANSAS, hereinafter called the University, and the CITY OF FAYETTEVILLE, hereinafter called the City;

WHEREAS, enhancing the economic opportunities available to the citizens of our community is of mutual interest to the City of Fayetteville and the University of Arkansas, and;

WHEREAS, development of the Arkansas Research and Technology Park in the City of Fayetteville provides the potential to attract high-tech employers to our community, and;

WHEREAS, the City and the University desire to develop a Strategic Plan to define the physical and economic characteristics of the Arkansas Research and Technology Park.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the City and the University agree as follows:

1. That the City shall pay \$37,500.00 to the University as its share of the cost to prepare a Strategic Plan, hereinafter called the Project, to define the physical and economic characteristics of the Arkansas Research and Technology Park.
2. That the University shall manage and oversee the efforts of the University of Arkansas Center for Business and Economic Research (CBER) and the University of Arkansas Community Design Center (UACDC), and keep the City reasonably informed as to the progress of the Project.
3. That the University shall make available to the City copies of all documents, reports, summaries, etc. generated in pursuit of Project goals.
4. The parties agree and understand that this Agreement is exclusive of any and all previous agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
5. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general

waiver of either party's right to seek appropriate remedies for any other breaches by either party.

6. This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and the University.

IN WITNESS WHEREOF, the City and the University have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Dan Coody, Mayor

ATTEST:

Heather Woodruff, City Clerk

UNIVERSITY OF ARKANSAS

By: _____

Collis Geren, Vice Provost for Research

STAFF REVIEW FORM

University of Arkansas
C. 5. Page 1.

- ☒ Agenda Request
☐ Contract Review
☐ Grant Review

The Fayetteville City Council meeting of January 15, 2002

FROM:

<u>Dan Coody</u>	<u></u>	<u>Mayor's Office</u>
Name	Division	Department

ACTION REQUIRED: Approve agreement with University of Arkansas to develop a strategic plan (to include economic analysis, site planning study and project coordination) that will define key physical and economic characteristics of the Arkansas Research & Technology Park.

COST TO CITY:

<u>\$ 37,500</u>	<u>\$ 75,000</u>	<u>Economic Dev. Matches</u>
Cost of this Request	Category/Project Budget	Category/Project Name
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Account Number	Funds Used to Date	Program Name
<u>00009-1</u>	<u>\$ 75,000</u>	<u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Manager Administrative Services Director

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

<u></u>	<u></u>	<u></u>	<u></u>
Accounting Manager	Date	ADA Coordinator	Date
<u></u>	<u></u>	<u></u>	<u></u>
City Attorney	Date	Internal Auditor	Date
<u></u>	<u></u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

<u></u>	<u></u>	<u>Cross Reference</u>
Division Head	Date	
<u></u>	<u></u>	New Item: Yes No
Department Director	Date	
<u></u>	<u></u>	Prev Ord/Res #: <u></u>
<u>Administrative Services Director</u>	<u></u>	Orig Contract Date: <u></u>
<u>Dan Coody</u>	<u>7/11/3/02</u>	
Mayor	Date	

Page 2

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor



Research and Sponsored Programs
& Technology Licensing
Office of the Director
130 Engineering Hall
Fayetteville, AR 72701

(501) 575-3152
(501) 575-7983 (FAX)
e-mail: rspinfo@uark.edu
<http://www.uark.edu/admin/rspinfo/>

December 27, 2001

Mayor Dan Coody
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Strategic Planning for the Research and Technology Park

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The focus of the UACDC planning study will be to develop preliminary physical master plan alternatives for the proposed ARTP, coupled with economic analyses and projections for the new facility. In general, the site planning work will include inventory and analyses of existing and adjacent property under consideration with respect to location, infrastructure, and supporting businesses and services. In addition, a number of research and technology park precedents will be studied and documented, with a view to making the best case for the new development. The proposed study will include a range of master plan alternatives together with an assessment of their various attributes.

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Mayor Dan Coody
City of Fayetteville
December 27, 2001
Page 2

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Grand Total			\$125,000

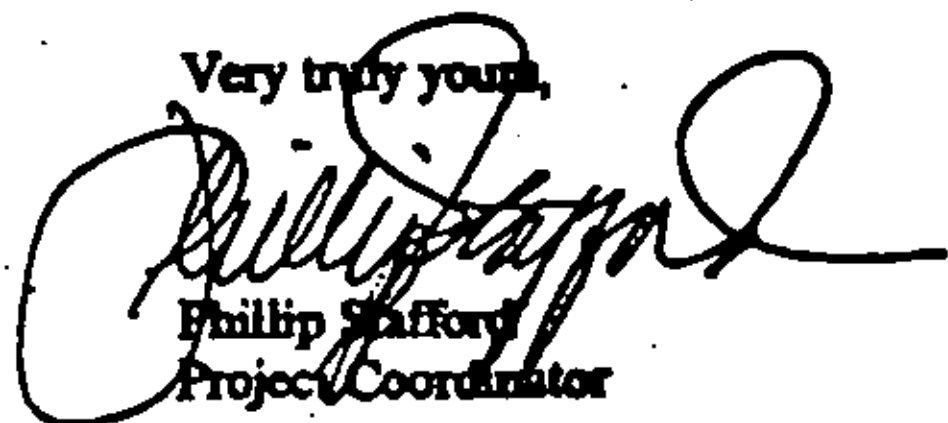
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On behalf of the ARTP Planning Group, I want to express our appreciation to the City of Fayetteville and to you personally for your participation and support of the initial planning effort. Your continued support will be instrumental in forging an organization that will make the ARTP a reality.

Should you have any questions concerning the proposed scope of work, or if I can be of assistance to provide additional information, please contact me.

Very truly yours,



Phillip Stafford
Project Coordinator

**STAFF REVIEW FORM**AGENDA REQUEST XXXX

CONTRACT REVIEW _____

GRANT REVIEW _____

For the Fayetteville City Council meeting of January 15, 2002**FROM:** _____W.A.Oestreich
NameFleet Operations
DivisionPublic Works
Department**ACTION REQUIRED:** _____

APPROVAL OF A RESOLUTION TO AUTHORIZE A FULL TIME EQUIVALENT POSITION OF PARTS EXPEDITER IN THE FLEET OPERATIONS DIVISION OF THE PUBLIC WORKS DEPARTMENT. THIS POSITION WILL BE FILLED BY PART TIME PERSONNEL FOR A TOTAL DOLLAR AMOUNT NOT TO EXCEED \$15,000.00 ANNUALLY. THIS IS A TOTAL OF SALARY PLUS FRINGE BENEFITS.

COST TO CITY: _____\$ 15,000.00
Cost of this Request\$ 621,069.00
Category/Project BudgetPersonnel Services
Category/Project Name9700-1910
Account Number\$
Funds Used To DateVehicle Maintenance
Program NameN/A
Project Number\$
Remaining BalanceShop
Fund**BUDGET REVIEW:**XX 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**

Approval of Resolution listed above.

Division Head_____
DateCross Reference_____
Department Director_____
DateNew Item: **Yes** **No**_____
Administrative Services Director_____
Date

Prev Ord/Res #: _____

Mayor_____
Date

Orig Contract Date: _____



Meeting Date: January 15, 2002

Reference Comments:

Internal Auditor:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE HALF TIME
EQUIVALENT POSITION OF PARTS EXPEDITER
IN THE FLEET OPERATIONS DIVISION OF
THE PUBLIC WORKS DEPARTMENT**

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

Section 1. The City Council of the City of Fayetteville, Arkansas, hereby approves a Resolution to authorize the half-time equivalent position of Parts Expediter in the Fleet Operation Division of the Public Works Department.

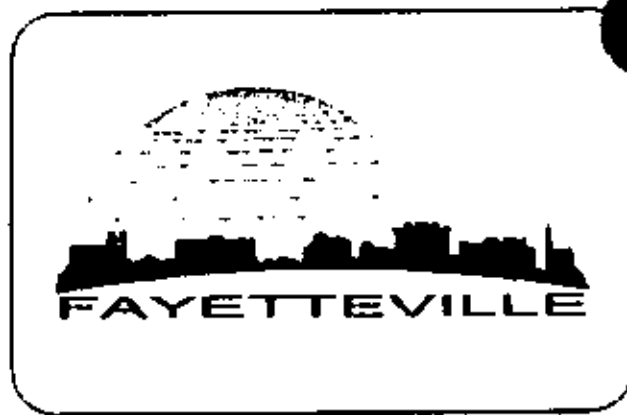
PASSED AND APPROVED this _____ day of January, 2002

APPROVED:

By: _____
DAN CODY, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk



CITY OF FAYETTEVILLE

Inter-Office Memo

FLEET OPERATIONS DIVISION - PHONE: 501.444.3495 FAX: 501.444.3425
1525 S. Happy Hollow Road Extension: 495 FAX: 325
Fayetteville, AR 72701 

TO: Greg Boettcher, Director of Public Works

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: January 7, 2002

SUBJECT: REVISION OF FLEET OPERATIONS PERSONNEL STATUS

As of January 1, 2002, the Fleet Operations Division utilizes 15 ½ Full Time Equivalent positions (Body Count). However, we have operated for calendar years 2000 and 2001 with the utilization of an additional ½ person. This individual has been James Hale who has provided the City of Fayetteville with 26 years of faithful and productive service. The last two years James has functioned as a "parts runner" and general "gopher". His abilities have saved productive technician time and assisted in relieving the work load of the Parts Operation.

In an effort to reduce operating costs, every effort has been made to comply with budgetary requirements. One of the items proposed was to reduce the gross pay of employee Hale from the current approximate annual rate of \$15,000 (based on his former full time hourly rate) to a pay scale more appropriate to the position he has been filling for the last 2 years. This would reduce his approximate annual rate to \$9,000, and consequently would save the City approximately \$6,000.

During the Budget process, it became apparent that the additional ½ person was not a part of our actual physical body count. Therefore the position Mr. Hale has held for the last 2 years would either have to be authorized or eliminated. Elimination of this position is very inappropriate as he has saved the City countless dollars and an immeasurable amount of productive time through parts retrieval and receipt of inventory. His ability to recognize correct versus incorrect items at the vendors place of business has been unsurpassed. In many cases it has been made obvious that a less knowledgeable individual would not have recognized an incorrect part or an improperly assembled unit. The alternative to utilizing Mr. Hale's expertise would be to send a line technician or supervisory personnel to pick up parts. It is obvious that in doing so, the hourly cost could be doubled along with loss of productive shop time on the part of technician utilization or the inability of supervisory personnel to handle problem items as they occur.

At present the City Fleet consists of approximately 500 units that are maintained by 11 full time technicians with shop coverage from 5:00 A.M. to 10:00 P.M. Monday through Thursday and 5:00 A.M. to 5:00 P.M. on Friday. To pull a technician for a trip to Springdale, Rogers or Bentonville

defeats the purpose of training and limits our utilization of that technician's abilities. When we have a unit down during inclement weather this becomes even more critical as vehicle and equipment operators are being made idle when equipment fails.

Therefore the only practical and obvious solution is to authorize the additional ½ person allowing Mr. Hale to continue his employment with the City, and permit our operation to take advantage of his invaluable expertise.

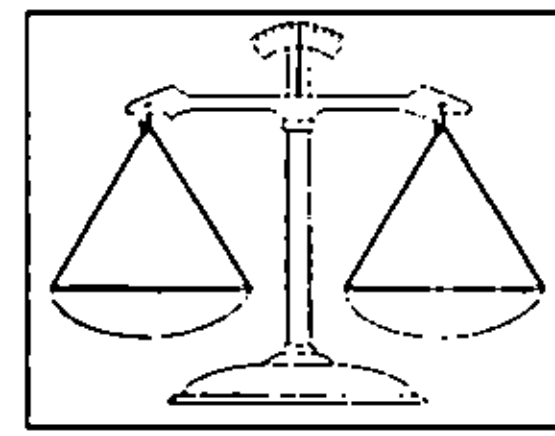
If you have questions or comments regarding these, please contact me at ext. 494.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to be "Kit Williams", written over a horizontal line.

DATE: January 16, 2002

RE: Passed Ordinances and Resolutions from City Council
meeting of January 15, 2002

The following Ordinances and Resolutions were passed at the last
City Council meeting.

Enclosed are:

- RES. 3-02 1. **Public Parking:** Resolution eliminating public parking
directly in front of Federal building - restricting parking to
government official use only.
- RES. 4-02 2. **Habitat for Humanity:** Resolution to waive building
permit fee and other development fees for homes to be
constructed by Habitat for Humanity.
- RES. 5-02 3. **SFCDC:** Resolution to waive building permit fees and
development fees for homes to be constructed by South
Fayetteville Community Development Corporation.

RES. 6-02

4. **Recycling Receptacles:** Resolution approving purchase of 27 waste/recycling receptacles from Windsor Barrel Co. for the Downtown Area, the Square and Dickson Street in amount of \$19,353.00.

RES. 7-02

5. **Workorder System:** Resolution approving contract for Software and Implementation Services w/Hansen Technology, Inc. in amount of \$487,600.00; and approval of budget adjustment.

ORD. 4364

6. **Civil Service:** Ordinance granting authority to Fayetteville Civil Service Commission to appoint and remove Police Chief and Fire Chief, and for other purposes.

ORD. 4365

7. **U of A:** Ordinance waiving requirements of formal competitive bidding and approving agreement between City of Fayetteville and U of A to develop a strategic plan to define physical and economic characteristics of Arkansas Research & Technology Park; authorizing mayor to sign contract; and declaring an emergency.

RES. 8-02

8. **Parts Expediter:** Resolution authorizing half time equivalent position parts expediter in Fleet Operations Division of Public Works Department.

015 03

City of Fayetteville

1/16/2002

1/01/2002 - 1/31/2002 Maintenance/Inquiry

15:34:48

Exp...:

2 Matches

Cont.:

RES

Sel - (B=Browse)

Sel Ref.

Date

Item

Action

Brief Description

(P=Print)

RES

1/02/2002

1-02

CRICKET AGREEMENT LEASE

RES

1/02/2002

2-02

ADVANTAGE ARKANSAS PROGRAM

*Page 1 of 1**Page 1 of 1*

Page 1 of 1

Cmd1-Return

Roll Keys

Cmd3-End

Press 'ENTER' to Continue

(c) 1986-1992 Munimetrix Systems Corp.

015 03

City of Fayetteville

1/16/2002

12/31/2001 - 1/31/2002 Maintenance/Inquiry

15:34:17

Exp...:

6 Matches

Cont.:

(ORD)

Sel - (B=Browse)

Sel Ref.

Date

Item

Action

Brief Description

(P=Print)

ORD	1/02/2002	4358		AMEND CHAPTER 34/FINANCE & REVENUE
ORD	1/02/2002	4359		ANX 01-5.00/DOUBLE SPGS RD/OWL CRK
ORD	1/02/2002	4360		RZN 01-24.00/DOUBLE SPGS & OWL CRK
ORD	1/02/2002	4361		RZN 01-27.00/DOUBLE SPRNGS/OWL CRK
ORD	1/02/2002	4362		RZN 01-26.00/SHILOH DR & PORTER RD
ORD	1/02/2002	4363		RZN 01-28.00/SHILOH DRIVE & PORTER

100% 342.150 C.C. 2002

Sum. 4361

Page 1 of 1

Cmd1-Return

Roll Keys

Cmd3-End

Press 'ENTER' to Continue

(c) 1986-1992 Munimetrix Systems Corp.

*Agenda
Session*

January 8, 2002

**AGENDA SESSION
FOR
CITY COUNCIL
JANUARY 15, 2002**

NEW ITEMS:

- Consent*
1. **HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other development fees for homes to be constructed by Habitat for Humanity.
 2. **SFCDC:** A resolution to waive the building permit fee and developmental fees for homes to be constructed by South Fayetteville Community Development Corporation.

ADDITIONAL INFORMATION:

1. **MOTOR VEHICULAR RACEWAYS:** Revised ordinance for Item B. 1.

THE CITY OF FAYETTEVILLE, ARKANSAS

**TENTATIVE AGENDA
CITY COUNCIL
JANUARY 15, 2002**

A meeting of the Fayetteville City Council will be held on January 15, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

THE
STATE OF CITY ADDRESS

A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES.

- 2. PUBLIC PARKING:** A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.

-- add Harbert & SEC'D
B. OLD BUSINESS

- 1. MOTOR VEHICULAR RACEWAYS:** An ordinance to regulate motor vehicular raceways. The ordinance was left on the first reading at the January 2, 2002, meeting.

- Remove from agenda.*
2. CABLE RATE INCREASE: A resolution expressing the City Council's opposition to the proposed 75 percent rate increase for basic cable television services proposed by Cox communications, Inc. The resolution was tabled at the January 2, 2002, meeting.

C. NEW BUSINESS

- 1. RECYCLING RECEPTACLES:** A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00
- 2. WORKORDER SYSTEM:** A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00, and approval of a budget adjustment.

*Remove
from
agenda 3.*

WASTEWATER SYSTEM: A resolution approving a Consultant Contract Amendment for the Wastewater System Improvement Project in the amount of not more than \$578,918.24 and approval of a budget adjustment.

4.

CIVIL SERVICE: An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief, and for other purposes.

UNIVERSITY OF ARK: A resolution approving an agreement with University of Arkansas to develop a strategic plan (to include economic analysis, site planning study and project coordination) that will define key physical and economic characteristics of the Arkansas Research & Technology Park.

See list.

\$ and - many competitive bidding.

*used
and for Bid. review
& agreement w/ UofA.*

*Habitat & SFCDC
consent.*

**DRAFT TENTATIVE AGENDA
CITY COUNCIL
JANUARY 15, 2002**

A meeting of the Fayetteville City Council will be held on January 15, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

STATE OF CITY ADDRESS.

A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES.

2. PUBLIC PARKING: A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.

3. RECYCLING RECEPTACLES: A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00

WORKORDER SYSTEM: A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00. and approval of a budget adjustment.

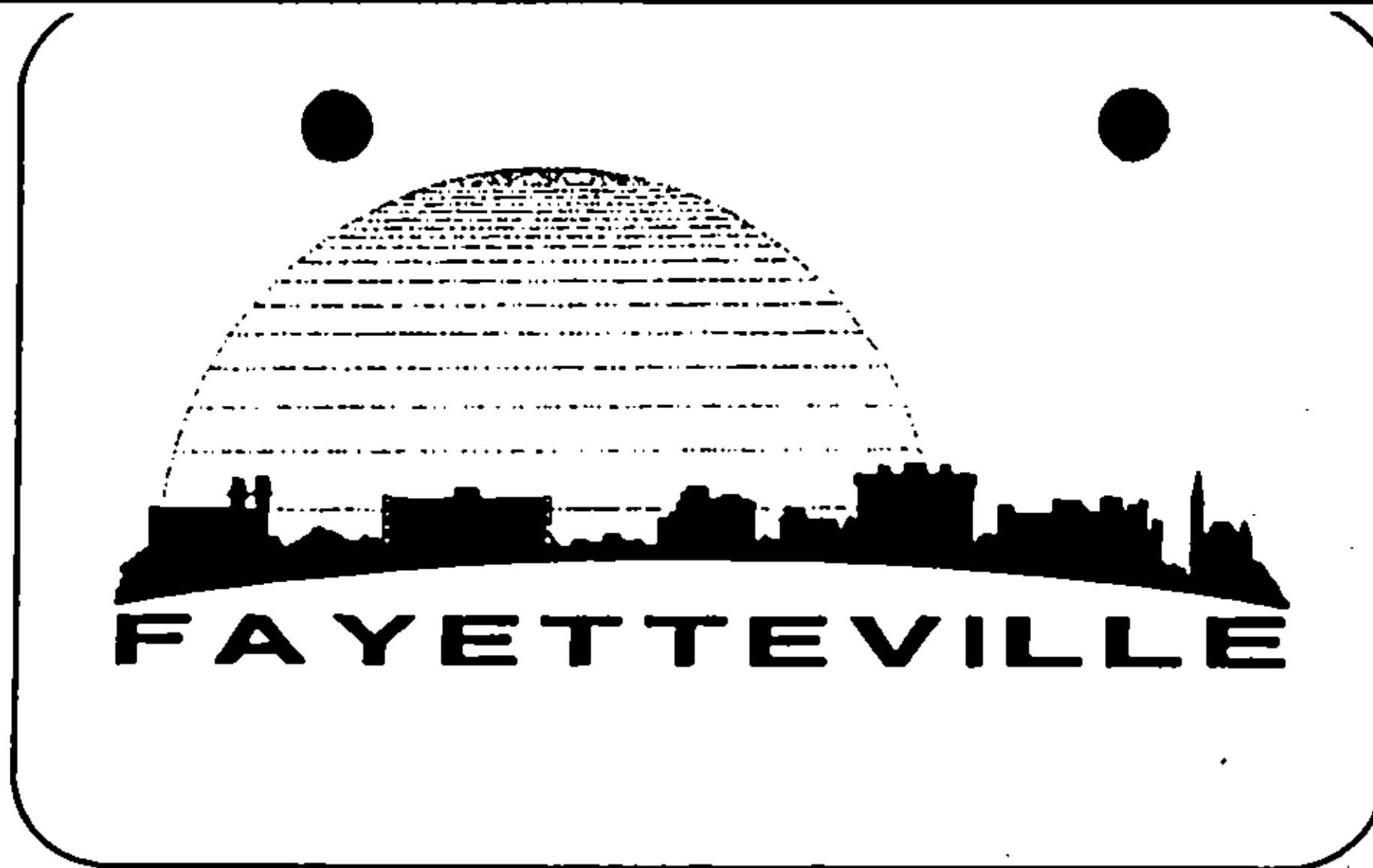
WASTEWATER SYSTEM: A resolution approving a Consultant Contract Amendment for the Wastewater System Improvement Project in the amount of not more than \$578,918.24 and approval of a budget adjustment.

B. OLD BUSINESS

C. NEW BUSINESS

*6-11-01 - Ec. Dev. \$ for Genesis.
\$37,500.
DAN*

Civil Service - ord. - Trunko



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City of Fayetteville

CITY CLERK'S OFFICE

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Fax Cover Sheet

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Monday, January 14, 2002

NORTHWEST ARKANSAS TIMES



CITY OF FAYETTEVILLE

FINAL AGENDA CITY COUNCIL JANUARY 15, 2002

A meeting of the Fayetteville City Council will be held on January 15, 2002 at 8:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES.
2. PUBLIC PARKING: A resolution to eliminate public parking directly in front of the Federal building restricting parking to government official use only.
3. HABITAT FOR HUMANITY: A resolution to waive the building permit fee and other development fees for homes to be constructed by Habitat for Humanity.
4. SPCDC: A resolution to waive the building permit fees and development fees for homes to be constructed by South Fayetteville Community Development Corporation.

B. OLD BUSINESS

1. MOTOR VEHICULAR RACEWAYS: An ordinance to regulate motor vehicular raceways. The ordinance was left on the first reading at the January 2, 2002, meeting.

C. NEW BUSINESS

1. RECYCLING RECEPTACLES: A resolution approving the purchase of 27 waste/recycling receptacles from Windsor Barrell Co. for the Downtown Area, the Square and Dickson Street in the amount of \$19,353.00.
2. WORKORDER SYSTEM: A resolution approving a contract for Software and Implementation Services with Hansen Technology, Inc. in the amount of \$487,600.00; and approval of a budget adjustment.
3. CIVIL SERVICE: An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief, and for other purposes.
4. UNIVERSITY OF ARK: An ordinance waiving the requirements of formal competitive bidding and approving an agreement between the City of Fayetteville, Arkansas and the University of Arkansas to develop a strategic plan to define the physical and economic characteristics of the Arkansas Research & Technology Park; authorizing the mayor to sign said contract; and declaring an emergency.
5. PARTS EXPEDITER: A resolution authorizing the half time equivalent position of parts expeditor in the Fleet Operations Division of the Public Works Department.

ORDINANCE NO. _____

AN ORDINANCE TO PREVENT INJURY OR ANNOYANCE
WITHIN THE CORPORATE LIMITS OF FAYETTEVILLE BY
REGULATING MOTOR VEHICLE RACING FACILITIES SO
THAT THESE FACILITIES WILL NOT BE NUISANCES

WHEREAS, the City Council of Fayetteville, Arkansas recognizes the value, attraction, and history of motor vehicle racing facilities within and near the corporate limits of Fayetteville; and

WHEREAS, the City Council of Fayetteville, Arkansas recognizes and agrees with the Arkansas State Legislature that motor vehicle racing facilities cause noise, air pollution, and traffic congestion; and

WHEREAS, many citizens have petitioned the City Council to abate a motor vehicle racing facility as a nuisance because of its late hours of operation and loud noise; and

WHEREAS, previous owners and/or operators of this motor vehicle racing facility were enjoined by the Washington County Chancery Court from operating after 10:00 P.M. because the Chancellor held that the facility's "operation after 10:00 P.M. does constitute a nuisance."

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

Section 1. Finding of Nuisance and Need for Abatement.

The City Council of the City of Fayetteville, Arkansas determines and finds that operation of a motor vehicle racing facility is a nuisance to the citizens and city of Fayetteville, Arkansas if operated or used other than as prescribed in Section 2 and, therefore, should be abated by the reasonable regulations required by this ordinance.

Motor
B. 1.

Section 2. **Abatement of Nuisance.**

A. All motor vehicle racing facilities shall only be allowed to operate during the period of 10:00 A.M. until 10:00 P.M.

B. Except for any make-up race days allowed in subsection C and any special two-day racing events allowed in subsection D, all motor vehicle racing facilities shall only be allowed to operate one day per week and only during the racing session (within the months of March through October).

C. If a regularly scheduled race day is rained out or otherwise cannot be held, a make-up race day may be held within the following seven days.

D. Special two-day racing events may be held up to five times per racing season in place of the normal one racing day that week.

Section 3. **Jurisdiction of This Ordinance.**

Pursuant to A.C.A. §14-54-103(1), this ordinance to abate a nuisance shall be applicable to any and all motor vehicle racing facilities located within the corporate limits of Fayetteville and for one (1) mile beyond the city limits as prescribed in A.C.A. §14-262-102.

Section 4. **Definitions.**

A. "Motor vehicle racing facility" for purposes of this ordinance shall mean any facility designed or used for practicing or for competitive racing by automobiles or trucks which are modified for racing or for practice of competitive racing by motorcycles or other motor vehicles.

B. "Motor vehicle racing facility" does NOT include facilities such as Lokomotion which only allows its customers to operate its own low powered and quiet vehicles and operates in such a way that it is not a nuisance.

Section 5. **Penalty.**

A. Any owner, lessor or lessee of real property upon which is located a motor vehicle racing facility and any operator, manager, or promoter of such facility shall ensure such facility is operated within the limits of this