FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:**

2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28,585.00.

3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.

4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.

6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

8. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00.

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

9. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of $21,408.00 annually. The 2002 cost of this contract will be $9,388.00.

10. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations Budget.

11. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial Drug Task Force. The City's matching funding requirement for the grant will not exceed the $50,000 included in the 2002 Annual Budget.

B. STAFF REPORT

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

D. NEW BUSINESS

1. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

2. **TELE-WORKS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.

3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands.

4. **LSP 02-6.00:** An appeal of a Planning Commission decision regarding the right-of-way dedication requirements for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell.

5. **SPECIAL ELECTION:** An ordinance calling for a special election to fill an alderman vacancy.

6. **NAME CHANGE:** A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.

7. **ADM 02-3.00:** An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.

8. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.

9. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

City Council March 5, 2002

	Roll				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Vacant					
Trumbo	✓				
Coody	✓				

Consent	BP J.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
~~Vacant~~					
Trumbo	✓				
Coody					

City Council March 5, 2002

STAFF Report					
Davis					
Santos					
Jordan					
Reynolds	No Action				
Thiel					
Young					
~~Vacant~~					
Trumbo					
Coody					

RZN 02-1.00	LP BD. to table				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
~~Vacant~~					
Trumbo	✓				
Coody					

City Council March 5, 2002

Civil Service	H LJ 2ND	H 3RD LJ	tabled PR ~~[illegible]~~ KS		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
~~Vacant~~					
Trumbo	✓	✓	✓		
Coody					

IF World	KS BT.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
~~Vacant~~					
Trumbo	✓				
Coody					

City Council March 5, 2002

WEB SITE	KS / RR.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
~~Vacant~~					
Trumbo	✓				
Coody					

ANIMAL TRANSPORT	B7 AMEND LJ	H 2ND B7.	H 3RD. B7	AMEND 07 collar ~~PASSED~~ B7. H.	PASS
Davis	✓	✓	✓	✓	✓
Santos	✓	✓	✓	✓ ✓	X
Jordan	✓	✓	✓	X	✓
Reynolds	✓	✓	X	✓	X
Thiel	✓	✓	✓	✓	✓
Young	✓	✓	X		✓
~~Vacant~~					
Trumbo	✓	✓	✓	✓	X
Coody			✓		

failed

City Council March 5, 2002

Tele works	BD 2ND KS.	3RD BD KS.	PASS		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	N		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
~~Vacant~~					
Trumbo	✓	✓	✓		
Coody					

IND. PRK LAND	BD amend. to add line. #1 W. Bold line.	KS 2ND LJ	~~LJ 3RD KS.~~ WITHDRAWN		
Davis	✓	✓			
Santos	✓	✓			
Jordan	✓	✓			
Reynolds	✓	✓			
Thiel	✓	✓			
Young	✓	✓			
Vacant					
Trumbo	✓	✓			
Coody					

City Council March 5, 2002

LSP 2-6.	KS H to Deny.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Vacant					
Trumbo	✓				
Coody					

SP Election	BD LJ. 2ND	LJ. KS. 3RD	PASS	KS LJ. Emergency	
Davis	✓	✓	✓	✓	
Santos	✓	✓	✓	✓	
Jordan	✓	✓	✓	✓	
Reynolds	✓	✓	✓	✓	
Thiel	✓	✓	✓	✓	
Young	✓	✓	✓	✓	
Vacant					
Trumbo	✓	✓	✓	✓	
Coody					

City Council March 5, 2002

NAME CHANGE	BD to day ICS.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Vacant					
Trumbo	✓				
Coody					

ADM 02-300	H BD 2ND	BD L2 3RD	PASS		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Vacant					
Trumbo	✓	✓	✓		
Coody					

City Council March 5, 2002 to table

ADM 01-47.	KS LJ.				
Davis	✓				
Santos	✓				
Jordan	✓				
Reynolds	✓				
Thiel	✓				
Young	✓				
Vacant					
Trumbo	✓				
Coody					

[illegible] prof. appeal.	BD H. 2ND	KS 3RD. H	PASS		
Davis	✓	✓	✓		
Santos	✓	✓	✓		
Jordan	✓	✓	✓		
Reynolds	✓	✓	✓		
Thiel	✓	✓	✓		
Young	✓	✓	✓		
Vacant					
Trumbo	✓	✓	✓		
Coody					

City Council March 5, 2002

Transport animals	animal reconsider # BD.	pass			
Davis	✓	✓			
Santos	✓	✓			
Jordan	✓	✓			
Reynolds	✓	✓			
Thiel	✓	✓			
Young	✓	✓			
Vacant					
Trumbo	✓	✓			
Coody					

pass

Davis					
Santos					
Jordan					
Reynolds					
Thiel					
Young					
Vacant					
Trumbo					
Coody					

10145.

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PASS **A. CONSENT AGENDA**

1. **APPROVAL OF MINUTES:** FEB. 5, 2002

RES. 31-02 2. BID 01-59: A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28,585.00.

RES. 32-02 3. HAY GROUP: A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.

RES. 33-02 4. SOFTWARE MAINTENANCE: A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

RES. 34-02 5. CONSTRUCTION MATERIAL: A resolution awarding bids for construction materials utilized by various divisions of the City.

RES. 35-02 6. MISSION STATEMENT: A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

RES. 36-02 7. CORPORATE HANGAR COMPLEX: A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

RES. 39-02 8. IFWORLD: A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00.

PASS Removed from Consent TO 1st item under NEW BUSINESS

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

RES. 40-02 9. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of $21,408.00 annually. The 2002 cost of this contract will be $9,388.00.

Removed from consent item To 2ND under New Business PASS

RES. 37-02 10. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations Budget.

RES. 38-02 11. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial Drug Task Force. The City's matching funding requirement for the grant will not exceed the $50,000 included in the 2002 Annual Budget.

B. STAFF REPORT (NO ACTION)

C. OLD BUSINESS

TABLED UNTIL 3-19 C.C. Mtg. TABLED to NEXT mtg. 1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting.

TABLED tabled 2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

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ORD. 4378 RECONSIDERED PASSED Failed 1. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

ORD. 4374 PASS 2. **TELE-WORKS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.

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RES. 41-02

DENIED — DENIED — 4. LSP 02-6.00: An appeal of a Planning Commission decision regarding the right-of-way dedication requirements for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell.

ORD. 4375 — PASS — emergency clause — 5. SPECIAL ELECTION: An ordinance calling for a special election to fill an alderman vacancy.

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DENIED — Deny — 6. NAME CHANGE: A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.

ORD. 4376 — PASS — 7. ADM 02-3.00: An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.

TABLED — TABLED — 8. ADM 01-47.00: A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.

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8. ~~IFWORLD: RESOLUTION~~

9. ~~WEB-SITE HOSTING~~: RESOLUTIONS

first under New Business

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

or the Fayetteville City Council meeting of March 5, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

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

dget Manager — Administrative Services Director

NTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:** ____

Accounting Manager	Date	Internal Auditor	Date
City Attorney	2/22/02 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on February 11, 2002 the Fayetteville Planning Commission voted 9-0-0 for approval.

Division Head	2-15-02 Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes

Prev Ord/Res #: ____

Orig Contract Date: ____

Orig Contract Number: ____

forwarded to ordinance review committee

TTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 15, 2002

BACKGROUND

ADM 01-36: Administrative Item (Fee in Lieu of Construction of Sidewalks) was submitted by Kit Williams, City Attorney to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

In Spring 2001, the City revised the sidewalk ordinance to allow a developer to pay money in lieu of building an unfeasible or impracticable sidewalk. Prior to adoption of this ordinance, if sidewalks could not be built due to topography or other natural conditions, the property owner could seek a waiver not to build the sidewalk. Without a waiver, the sidewalk would have to be built. In order to make it equitable, the ordinance was revised so that all property owners contribute to city's sidewalk system, whether one can be constructed on their lot or not. The fee was based on the rate of Three Dollars ($3.00) per square foot of the sidewalk that normally would have been required.

In August 2001, a woman building a home on an infill lot in Fayetteville was assessed $4,212 as a sidewalk fee in lieu of construction pursuant to the recently revised city ordinance. The City Attorney became concerned over the constitutionality of the sidewalk ordinance based on the impact to this property owner. The legal basis for concern was whether the City was complying with the Supreme Court's rough proportionality standard. Rough proportionality is the determination that the dedication or exaction is proportionate to the development's anticipated impact.

On October 8, 2001, the City Attorney presented a draft ordinance revising Section 171.12 regarding the fee in lieu of construction of sidewalks. The Planning Commission elected a subcommittee to review the issue. The subcommittee met on Tuesday, Nov. 6, 2001 and Thursday, November 29, 2001 and reviewed research on other cities with fees in lieu of construction for sidewalks. The subcommittee is recommending amendments to the current ordinance as presented in the attached ordinance.

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend the City Council approved the proposed amendments to Section 171.12 subject to a change in wording of A.3 to "The Sidewalk Administrator may (instead of shall) grant the waiver based on a review of the following factors:".

RECOMMENDATION

Staff and the Planning Commission recommend approval of the proposed amendments to Section 171.12 of the Unified Development Ordinance.

ORDINANCE NO. _______________

AN ORDINANCE AMENDING SECTION 171.12 PROPERTY OWNER TO CONSTRUCT SIDEWALK UPON RECEIPT OF NOTICE REGARDING WAIVERS AND CONTRIBUTION OF FEE IN LIEU OF CONSTRUCTION

WHEREAS, the current sidewalk ordinance occasionally required the construction of a sidewalk in an isolated and impractical location, and

WHEREAS, it would be beneficial to use the resources that would be wasted building such an impractical, isolated sidewalk to build a needed, useful sidewalk nearby,

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

Section 1. That 171.12 Property Owner to Construct Sidewalk or Contribute to Cost of Sidewalk be hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

171.12 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR CONTRIBUTE COST OF SIDEWALK

A. Requirement.
The owner of any property abutting a public street or highway for which a sidewalk is required by the City's Master Street Plan shall construct a sidewalk along said street or highway upon receipt of notice from the mayor or his designee. Said notice shall be issued at the time a building or parking lot permit for the property is issued or a lot split is approved.

1. The property owner shall construct the sidewalk in accordance with section 171.13 Sidewalk and Driveway Specifications.

2. A property owner may request a waiver to subsection 171.12 A requiring sidewalk construction. If the City's Sidewalk Administrator determines that construction of the sidewalk would be unfeasible, impracticable, or otherwise unsuitable at the property's location, then the owner has the option to construct the sidewalk ~~anyway~~ or contribute money in lieu of construction as set forth below.

A. For all development except a single-family lot, duplex lot, and lot splits a cash contribution in lieu of construction shall be at the rate of Three Dollars ($3.00) per square foot of the sidewalk that normally would have been required.

B. For a single-family lot, a duplex lot and lot splits, a cash contribution in lieu of construction shall be at the rate of Three Dollars ($3.00) per square foot. Square feet shall be figured by multiplying the required sidewalk width by the minimum street frontage required for the use as set forth in the zoning regulations.

C. The cash contribution amount per square foot shall be reviewed every three years and may be amended by the City Council.

D. Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before ~~receiving final plat approval,~~ filing of a lot split, or issuance of a Certificate of Occupancy.

E. Contributions must be expended within three (3) years within the quadrant of the City in which the unbuilt sidewalks are located.

F. Contributions shall be used to construct sidewalk projects selected by the Sidewalk Administrator

3. The Sidewalk Administrator may grant the waiver based on a review of the following factors:

A Pedestrian traffic generators such as parks and schools in the area;

A. the existence of a sidewalk network in the area;

B. the density of current and future development in the area;

C. the amount of pedestrian traffic likely to be generated by the proposed development; and

D. whether the terrain is such that a sidewalk is physically feasible, and the extent to which trees, ground cover and natural areas would be impacted by the sidewalk.

B. Application of Provisions.
The provisions of this section shall only apply to the following property:

1. **New Structure.** On which a new structure is being built;

2. **Existing Residential Structure.** On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use to a nonresidential use.

3. **Parking Lot/Garage.** On which a parking lot or parking garage, having a minimum capacity of five automobiles, is constructed or enlarged.

4. **Lot Splits.** Division of land into two or more pieces of property, regardless of size.

5. **Additions.** Additions of 2,500 square feet or larger.

6. **Conditional Use.** Any development which requires conditional use approval.

Section 2. This ordinance shall be in full force and effective from and after its passage.

PASSED AND APPROVED this _______ day of _________________, 2002

APPROVED:

BY: ______________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

ADM 01-36.00: Administrative Item (Fee in Lieu of Construction of Sidewalk) was submitted by Kit Williams, City Attorney to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

Estes: The next item on the agenda is an item of old business, which was originally contained as item number one in your packet that was distributed at agenda session last Thursday. It is an administrative item, an amendment to §171.12 regarding contribution of fee in lieu of construction of sidewalks to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks. Mr. Williams, do you have any comments that you would like to make regarding this administrative item?

Williams: The only comments I made were basically held in my memo where I said I believe that if we simply modify the current sidewalk ordinance, which was approved on May 1st of 2000. It passed by the City Council and had gone through a lot of study and readings by the City Council, Sidewalk and Trails Committee, which included both council members and private citizens. That is a committee established by the City Council that continues to meet. In fact, we will meet this week. I think that if we look at the ordinance that was passed there and we strike through only the reference to lot splits, which is only in two places in that ordinance and with the adoption of the appeal right to you for this rough proportionality, I think that the constitutional problems I had with this ordinance will probably be resolved and we can avoid having to do such a major rewrite. I certainly appreciate the Planning Commission's long and hard work on that. That subcommittee that worked on this and studied other city's ordinances, my recommendation would be that we don't go through such a major rewrite and send it back to the City Council. I would simply suggest that with a lot split, that is not enough of an impact, there is almost no development, there is just a line on a piece of paper. Therefore, I don't think we should require a fee for that. Beyond that, I think that any other problems that individuals may have could be resolved by appealing to the Planning Commission and having you view what is best from a rough proportionality idea. Part of the things that you came up with in this proposed sidewalk plan that came out of your subdivision certainly can be looked at and used and weighed when an appeal comes before you. I think that there was a lot of good work done on that, a lot of good thinking on how you would go about it and some of your proposal on how to change the amount that might be charged a single-family infill lot. I think it is very appropriate when an appeal might come before you. I would recommend though that you save your information and your research and everything and apply it then when an appeal comes before you rather than recommend to the City Council that we make such a major change and trying to codify all of these different factors that you found. Of course, that is your recommendation one-way or the other to the City Council.

Estes: Thank you Mr. Williams. The persons who served on that committee were Commissioner Hoffman, Commissioner Hoover and Commissioner Bunch together with Mr. Williams and Chuck Rutherford, our Sidewalk Administrator. I know that there were many meetings that lasted for quite a while. I want to thank each of you on behalf of the Commission, for your contribution. Mr. Rutherford, is there anything that you would like to say?

Rutherford: I don't have anything to add.

Estes: Ok. Is there any member of the public who would like to comment on this administrative item? If you would please come forward, give us your name, address and benefit of your comments. I know you have waited a long time for this.

Varvil: I am Nancy Varvil and I built the house on 531 E. Rock Street that I paid the $4,212 to not have sidewalks around my house. I don't quite understand what has just now happened but I am trying very hard to understand. I just will read what I wanted to say, it may not even relate to what you guys are doing up here. Last year when the city determined that I don't need sidewalks on the little under lot where I built my house the City Planning staff determined that I had to pay the $4,212 in lieu of sidewalks. I did, even though it seemed like a lot. When I began to check out if that is a legally defensible amount to pay I discovered that under the constitution when citizens pay fees to governments, like Kit was saying, they are supposed to receive a benefit roughly proportional to the amount of the payment. I am sure that I, or the people who may live in my house after I do, will not receive $4,212 worth of use of sidewalks elsewhere in the city. I do think I should have to pay a fee for my use in the city since I built another house and people are going to be using those sidewalks that live in that house. I came to urge you to pass some sort of change in the existing ordinance that relates the amount of the fee to the amount of impact that people who live in the house will have on the sidewalks. I know that is a really hard thing to figure out. How much impact somebody is going to have that lives in a house on the other sidewalks that are in the city but that is what the constitution says and I also don't think it is fair that people like me that are shy and trembled should have to come and ask for you to enforce the Constitution on our behalf each time we don't fit into the categories that the city makes up for us. In other words, the city's laws should already deflect what the Constitution says. I shouldn't have to come and ask for those rights under the Constitution.

Estes: Let me be responsive to what I think your two questions are. Simply stated they are: What are we up to this evening and what have we done? The previous item that we discussed was the appeal ordinance. In section 2 there is a specific provision that reads retroactive to March of 2001 for any person aggrieved by a requirement to pay money in lieu of construction of a sidewalk, that is you.

Varvil: That would be me. I understand that I am going to have the chance to appeal.

Estes: We have forwarded that to the City Council and with their good judgment they will do whatever they please with that recommendation but that is out of here and that is on the way to the City Council.

Varvil: Ok.

Estes: The second item, which is the one now before us, is to amend the calculation method for determining the fee in lieu of construction of sidewalks for a single family lot, duplex lot or lot split to correct the issue that you have so well articulated and just addressed. If the City Council is sympathetic to our recommendation under the appeal ordinance, you are taken care of.

Varvil: That means that I will have to come again and say this to somebody? To you guys?

Estes: No. You can say to whatever you want to whomever you please.

Varvil: I have to appeal it.

Estes: Yes, but there is a specific provision in the ordinance that we just referred to the City Council to take care of your appeal.

Varvil: Not in front of people though, is that right?

Estes: Pardon me?

Varvil: Does everybody have to come in front of people to make that appeal?

Williams: You just have to come forward and say that you think that the City is charging you too much and you would ask the Planning Commission to assess a lower amount.

Varvil: Ok, I don't think that is fair but that is all I have to say.

Estes: Is there any other member of the public that wishes to provide public comment on this administrative item? Yes Ma'am.

Cheevers: I am Heather Cheevers. I don't have an address in Fayetteville yet. About a year and a half ago my husband and I bought some property, it is about eight acres on Skelton Road. Some of you probably know where that is. It is at the end of that road that goes up a steep hill. Mr. Rutherford has been keeping me very informed and we have not started building yet. We are waiting to see where this sidewalk ordinance is going to go because to us, the amount which is adding up to about $4,500, is really not going to fit into our budget. Most people do have a budget when they go to build a house. I think that is too much. I understand when somebody is going in and subdividing property. You can have them build sidewalks and all of that, but it would be more feasible but on an established road like this is, where most of the houses have been there for many, many years. Somebody new is going in and when you are talking about this much money I just don't think that that is right. I know I read in the paper one day last week that the Planning Commission thought of taking the minimum width that your lot would have to be on a certain road and saying that that's the most that you are going to have to pay. What happened with that?

Estes: Mr. Conklin, can you respond to that?

Cheevers: That would set out the rules right there so you would know when you go get your building permit I am going to be out this much money at the most.

Conklin: Yes. That ordinance is in their packets from the subcommittee. It does set the maximum distance based on the minimum lot width you would have to have under zoning.

Cheevers: Ok, but say that I have approximately 380'of frontage right now.

Conklin: Your property is zoned R-1, the minimum is 70' times $3.00 a square foot.

Williams: That is still in front of the Planning Commission for their consideration.

Cheevers: That is not part of either of these two items that you've been talking about tonight?

Conklin: Mr. Chairman, I apologize because I am struggling here too. The Planning Commission did form a subcommittee and they did propose an ordinance and that is in the packet. I believe that that is what you are considering this evening is what is in your packet with the proposed ordinance. That is in there.

Cheevers: You are considering a set amount to where we don't have to come and appeal?

Conklin: Yes. It would reduce the amount. So it would be $840.

Cheevers: Ok. I did read about that last week and I did talk to Mr. Bunch one night this week and he had mentioned that, setting a minimum.

Conklin: Mr. Chair, if you would allow Shelli Rushing, Associate Planner, she could go over this proposed ordinance for the Commission and the public's benefit since we haven't really discussed what the changes are from the subcommittee.

Estes: Alright, we will do that in just a moment. Do you have anything ese?

Cheevers: Nothing other than that. I just want to enforce that I think there needs to be a maximum amount of money that is going to come out of someone's pocket for someone in a situation like myself or the lady that spoke before me. When you do have that amount of road frontage to deal with, especially on a road like that, like I said, there are two sidewalks on that road right now and I really don't see how it is a benefit to me or my family to pay that amount of money for something that we will never see because it is not guaranteed that it would be necessarily used on our road, is that correct?

Estes: Under the present ordinance, that is correct.

Cheevers: That is basically what I wanted to say because we are waiting to start our house to find out where this is all going to lead. You know, because once we get that building permit I guess and start with our house, we will be expected to pay before we do move in and I think that needs to be a set amount.

Estes: Thank you. Is there any other member of the audience who would like to provide public comment on this administrative item? Seeing none, I will bring it back to the Commission for discussions, motions, and comments. I will ask that Mrs. Shelli Rushing come forward and give us the benefit of her presentation. Before you do that Shelli, I have a question. There are two marked ordinances in our packet and one starts at page 1.3 and the other at 1.9. Could you please edify us and tell us what we have here and why we have two marked copies?

Rushing: Yes. The one on page 1.3 is the ordinance proposed by the subcommittee. That is the one that is being proposed tonight. The other copies in here are from previous correspondence from our City Attorney and some proposed ordinances. I don't believe that you are recommending those ordinances at this time?

Williams: I think that we could probably simply amend the current ordinance that we have right now by removing the lot splits with this new appeal procedure. Even though, I do share some of the concerns of the petitioners about having to come up and make an appeal. That is why originally, I felt that we should exempt homes built on a single family lot and duplexes as well as lot splits. However, in light of the Planning Commission's subcommittees' desires on this, I felt like we could work a compromise out and give everyone an appeal process.

Hoffman: Mr. Chair, before Shelli starts I just wanted to respond to Mr. Williams. The subcommittee worked on the ordinance with the idea in mind that the situation would not occur for these people because the fees would never have been $4,000. They would just be based on the impact of a single family dwelling in the R-1 zoning, or whatever zoning was proposed. Although these two properties came about before any change to the sidewalk ordinance, if what the subcommittee has proposed passes, that will prevent that and I think the property owner would be faced with paying a maximum of something like an $800 fee instead of a $4,000 fee. That is eliminating a lot of any necessity for appeal on these sidewalks.

Estes: Thank you Commissioner Hoffman. Shelli, do you want to continue with your presentation?

Rushing: Sure. Let me just briefly go over, on page 1.3, quite a bit of it has already been covered tonight. This is the ordinance that the subcommittee is proposing. The major changes here are under A .2A, they are recommending a calculation method for the fee for all development except for single family lot, duplex lot, and lot splits to be as it was in the previous ordinance which is $3.00 per sq.ft. of the sidewalk that normally would've been required to be constructed there. The proposed change is that for single family lots, duplex lots, and lot splits the cash contribution in lieu of construction would be at the rate of $3.00 per sq.ft. and the square feet should be decided by multiplying the sidewalk width by the minimum street frontage for the use as set forth in the zoning regulation. The subcommittee is also proposing on page 1.4, to include factors for the

Sidewalk Administrator to use when reviewing a request for a waiver. I would be happy to answer any questions that you may have at this time.

Estes: Thank you Shelli. Commissioners, do you have any questions of Mrs. Rushing before she leaves the lectern? Thank you. Mr. Williams, I have a question. On number three, the Sidewalk Administrator shall grant the waiver, is that a good idea or do we want that to read that the Sidewalk Administrator may grant the waiver?

Williams: I wondered about that language myself. I actually did not participate in the direct drafting of this ordinance, so whatever the Planning Commission desires on that, but I would agree with the Chair's suggestion on that.

Estes: The administrative item is now before the Commission for discussions, comments or motions.

Motion:

Marr: Mr. Chair, I too would like to thank the subcommittee and our City Attorney, Mr. Williams for drafting this. I do think it is important and I appreciate your comments that our two citizens had tonight. I do think it is important though, that just because you build a single-family residence doesn't mean you don't have an impact on this city when it comes to sidewalks. Children walk on them to school. Downtown there is a lot of usage. I am certainly supportive of having an ordinance to have a homebuilder pay no more than their impact. In terms of budgeting for a home I think it is important that citizens understand that there is a cost when doing that and that they will need to plan on that. With the change that you made on changing shall to may, I would like to move for approval of ADM 01-36.00 to forward it to the City Council as drafted by our city legal staff and the Planning Division.

Estes: We have a motion by Commissioner Marr to approve ADM 01-36, is there a second?

Hoffman: I'll second.

Estes: Is there any discussion? Commissioner Bunch?

Bunch: At this time I would like to thank Ms. Shelli Rushing for the work that she did on this and for gathering information that we requested all over the country and going back several different times and continued to satisfy our questions and needs and I would like to thank you very much.

Estes: We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36 to forward the proposed ordinance to the full City Council for its determination, is there any other discussion?

Marr: Mr. Chair, I just have one more question. This is actually probably a separate item but is there a Master Sidewalk Plan? The reason I asked that is as a Commissioner, when we are going to be asked to look at the impact of a home builder and whether that sidewalk is appropriate, certainly one of the things to me would be whether there is ever planning to be a sidewalk on the road that the lady talked about or whether there never will be. I am just interested to know if we have one. If we do have one, where is it? How can we use that in the future when we get these kinds of requests?

Estes: Mr. Rutherford, would you like to answer that one?

Rutherford: Our current Master Sidewalk Plan is our Master Street Plan. They go hand in hand. On our Master Street Plan anywhere you see in the city in the bottom left hand corner gives you the right-of-way width, the cross section of the street width, the greenspace that is required, the sidewalk width for each and every street in the city of Fayetteville.

Marr: My concern with that or the difficulty I have in using that as a tool is for instance, this road that she just talked about, it is on our Master Street Plan but it doesn't have sidewalks. Is it a plan that is going to have them eventually? How is that determination made if our Sidewalk Plan is the same as our street plan?

Rutherford: The current Master Street Plan was developed in 1996, which gives the sidewalk and the greenspace width, and all that like I just explained. Prior to that the Planning Division used a Master Sidewalk Plan, which is what you were just referring to. At that time, many of the streets on that Master Sidewalk Plan required the sidewalks to be on one side of the street only. That did not work with our new current Master Street Plan, you couldn't use them together so we quit using the old Master Sidewalk Plan and went with a new Master Street Plan that was passed by the City Council in 1996.

Conklin: With regard to the Master Sidewalk Plan, the Planning Commission did meet in your Planning Commission retreat to do the 2002 work program. Within that work program is a Master Sidewalk Plan. I am pleased that Chuck Rutherford is here tonight and if that is something that you would like developed, I would like to make sure that you express that to Mr. Rutherford again. Mr. Rutherford does not work in the Urban Development Department, he is under Public Works. That is something that they will have to work with to develop that. We also have a Sidewalk and Trails Committee and that is something that could possibly be brought up with them with developing such a plan. That is not something that I didn't listen to. I think it is important to have a Master Sidewalk Plan and I don't really consider the Master Street Plan a Master Sidewalk Plan. It has proposed cross sections is what we are talking about. Proposed street cross sections and depending on the classification of the street, is a 4' sidewalk, a 5' sidewalk or a 6' sidewalk. Is it on one side or both sides? That is what this states; it doesn't say where they should be located. I think that a Master Sidewalk Plan would put the physical improvement in a location that we could all see and would know when it would occur.

Marr: That is certainly my intent, I am looking for not only where they should be, where is the priority of where sidewalks should be put in. I have difficulty saying that that is tied to a Master Street Plan personally because even though it is on a plan there are certain roads that are more traveled even within the same category class. Again, I think it is something I think the whole Commission needs to weigh in at another point. I think it is important because if we are going to be asked to look at rough proportionality, one of the things that comes into mind is, is this a street that is a high priority of a sidewalk area or is it somewhere that only has two, like we heard tonight, and I don't get that from the Master Street Plan.

Williams: I think Commissioner Marr makes a very good point. Back in the early 80s when a local Chancellor held our greenspace ordinance unconstitutional and it was appealed to the State Supreme Court. The state Supreme Court felt like they did not have to reach a constitutional issue but they did affirm Judge Butt who had held our greenspace ordinance unconstitutional and it was primarily because there wasn't a well-defined plan. There were some vague statements about having parks in various quadrants of the city. There weren't any definite plans about how quickly the money had to be spent. The Supreme Court made it very clear that under the statutes that we are allow to get some of these impact fees from development, which is the same sort of statutes that require sidewalks to be built, that in fact, they must benefit the subdivision or the person that you are taking the money from. There must be a definite plan; a facilities plan is what they call it. That is some additional problems that we still have with this sidewalk ordinance. In that, simply giving fairly unfettered approval to our Sidewalk Administrator to use them where the sidewalks need to be, might not be sufficient if they do not in fact help the people that pay these impact fees, this sidewalk fee. That is one of the concerns I had about our sidewalk ordinance and requiring someone who can not build a sidewalk feasibly in their infill lot and still require them to pay even as much as $840. That still concerns me.

Estes: Thank you Mr. Williams. Commissioner Bunch?

Bunch: Yes. One of my concerns on the subject Commissioner Marr brought up of a Sidewalk Master Plan is that we have many streets in Fayetteville that are under built according to the Master Street Plan. They probably need sidewalks and as a matter of practicality, may get sidewalks long before capital monies are there to build a street out to what is on the plan. That is one reason I would support having a Master Sidewalk Plan from a pragmatic standpoint of how are we going to address some of the areas where we need sidewalks and the streets may not be built out to what is shown on the Master Street Plan.

Conklin: You have a very good point. You look at the original town plat and our streets, we have no curb and gutter, very few sidewalks and most new development has streets that meet our Master Street Plan and sidewalks where we have many, many areas that need improvements. I agree, I think it is important to do that. There is a Sidewalk and Trails Committee meeting this Wednesday, I think that starts at 4:00. Nancy, you are on the committee. We can take this message from the Planning Commission that the Planning Commission would like to have a Master Sidewalk Plan developed and I think that is a good idea.

Estes: We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36, an ordinance amending §171.12, is there any further discussion?

Bunch: Yes. I would like to ask the motioner and the seconder if for any reason you might entertain a sunset clause on this because it is new ground and it is a more or less stop gap measure and legislative processes, by nature, should be thorough and slow and this was an expedited process to bypass a constitutional question. My concern is that in creating a stopgap measure it may solve a current problem but we may be actually creating problems in the future when this thing becomes forgotten about. Should we consider putting a sunset clause on it to force us to revisit it in 2, 3, 5 years, I will leave that to the motioners to see if it is acceptable to them.

Estes: Commissioner Bunch, I will suggest this. Anytime that; one wonderful feature about our form of government is that at anytime that a problem develops regarding an ordinance or a statute it can be immediately brought to our attention and we can act on it. That is what we are doing right now. Should a problem develop six months from now, we can act on it. I am not opposing your suggestion at all; I am just suggesting to you that if an issue develops we can visit that issue very quickly. Is there any other discussion?

Hoffman: Mr. Chair, I just have a little response to Mr. Williams on the maximum of $840. I thought that during our discussions we had agreed that there was an impact for each house built of that additional person or population within the city using other parts of the city, not necessarily those in their own neighborhood and that this is merely a mechanism by which we can, in time, certainly now with the tight budget constraints, be able to have some monies to build these infill sidewalks and other areas of that quadrant of the city to benefit all of the residents. I thought that that was something that we had generally agreed on and I guess I may be mistaken.

Williams: I know in talking to our impact consultants, Duncan & Associates, they were concerned about any sort of requirement to charge money for a single family infill lot when a sidewalk was not going to be built anywhere relatively close to that particular development. I do think you could make an argument, and I would be willing to make the argument on behalf of the city, that any house built there within the city has impact, not only in roads, water and sewer but also sidewalks. Although, there is a much lesser extent on sidewalks. You don't really wear sidewalks out by having another person walk on them. You might use up some space. Anyway, I was just repeating what the Arkansas Supreme Court had said to support what Commissioner Marr had said that we definitely need a plan and they also tie very close to aiding this particular development. These are all very difficult issues. I am sure that we have a very independent and strong City Council and they will have all of their own questions, issues and opinions about this too and we will see what they want to do with all of this.

Hoffman: Thank you.

Estes: Is there any other discussion? We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36, is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call, the motion to approve ADM 01-36 was approved by a vote of 8-0-0.

Estes: The motion passes by a unanimous vote of eight to zero. Is there any other business?

Conklin: There is no other business.

Estes: Mr. Conklin, I would like to suggest that staff consider bringing to us as an administrative item, a proposal regarding a Master Sidewalk Plan as articulated by Commissioner Marr and supported by Mr. Williams.

Conklin: With regard to directing the Public Works Department to prepare that? I don't have the ability to prepare that.

Estes: My suggestion was that staff refers to us an administrative item to consider a Master Sidewalk Plan. You craft that however staff feels is appropriate.

Conklin: As a resolution, yes, I understand the question. I am not trying to get out of any work; I just want to make sure I understand the question.

Estes: Is there any other business?

Conklin: I would like to make some announcements. With regard to the Impact Fee Study, I am still working with Duncan & Associates to reschedule that. Hopefully, we can try to reschedule that next week. I will be talking with the City Council tomorrow night about what time and date they would be agreeable to. That would be with regard to looking at water and wastewater. Of course, all four parts of the study are complete now. We have their recommendations with regard to water, wastewater, roads and review of the parkland dedication ordinance. That is available at www.accessfayetteville.org. You can download those; those are PDF files, Adobe Acrobat Reader. I have a couple of other announcements. Tomorrow we do have an Outdoor Lighting Subcommittee meeting at noon. The City of Fayetteville Urban Development Department will be hosting several free workshops in the upcoming months. Next month, March 5th, will be a workshop to discuss our tree ordinance and developing with the trees. These are free workshops. In April, we are going to have a workshop on the Fayetteville Development Review process. In May, the Corp. of Engineers will be up in Fayetteville to discuss wetland regulation and floodplain regulation again. There have been some changes within those regulations and we will be hosting those workshops and those are all free and there will be more information that will be sent out. Thank you.

Estes: Thank you. Are there any other announcements? We will stand adjourned until our next regularly called meeting.

MINUTES OF A MEETING
OF THE
CITY COUNCIL
FEBRUARY 5, 2002

A meeting of the Fayetteville City Council will be held on February 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Trumbo, Davis, Santos, Jordan, Reynolds, Thiel, and Young, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press, and Audience.

AWARDS PRESENTATION
Mayor Coody recognized Peggy Vice for her award of the Certified Public Purchasing Officer Designation. Melissa Terry was awarded from the Arkansas Chapter of the Sierra Club for Environmental Educator of the year. Steve Catteneo reaching the designation of Code Enforcement and Administration Professional.

NOMINATING COMMITTEE REPORT:

- The confirmation of the appointment of Janet Richardson to the Fayetteville Housing Authority Board of Commissioners.
- The appointment of Tommy DeWeese to the NW Regional Airport Board.

Alderman Santos moved approve the nominations. Alderman Reynolds seconded. Upon roll call the motion carried unanimously.

CONSENT AGENDA

APPROVAL OF THE MINUTES:

RIDGEWAY WATER LINE: A resolution approving a construction contract with Fayette Tree & Trench, Inc. for E. Ridgeway area water line replacements project in the amount of $248,295. A project contingency amount of $37,244 (15%), and approval of a budget adjustment.

RESOLUTION 9-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BUTTERFIELD TRAIL VILLAGE: $23,000,000 Fayetteville Public Facilities Board Revenue Refunding Bonds, Series 2002.

RESOLUTION 10-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUNCAN AND ASSOCIATES: A resolution approving a change order in the amount of $7,500 for five additional "person-days" for Duncan Associates to attend additional impact fee meetings and approval of a budget adjustment.

RESOLUTION 11-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT TAXIWAY EXTENSION: A resolution approving Amendment No. 2 to the agreement with McClelland Engineering for engineering services in the amount of $116,730 and approval of Task Order No. 9, Engineering and Construction Observation for Taxiway "A" Extension.

RESOLUTION 12-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FOREST SERVICE: A resolution approving an lease agreement with USDA Forest Service in the amount of $28,160.00 for the lease of 12.8 acres of Fayetteville Municipal Airport property and the approval of a budget adjustment.

RESOLUTION 13-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OMI: A resolution approving Amendment No. 7 to OMI's contract for operation and maintenance of the Wastewater Treatment Facilities, the annual contract amount for 2002 being $3,845,957.00, including a fixed fee of $91,128.00, non-overwrite costs for odor control of $196,080 and Phase IV SCADA upgrade of $44,000.00. Approval of a budget adjustment is also requested.

RESOLUTION 14-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT: A resolution approving a grant agreement up to $200,000 plus a 10% contingency. Upon grant approval contracts will be submitted to City Council for approval.

RESOLUTION 15-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BLOCK GRANT: A resolution approving the 2001 Juvenile Accountability Incentive Block Grant Program application and attached budget adjustment. This grant is in the amount of $34,440 plus a 10% match requirement of $3,827 for a total of $38,267. The proposed use of these grant funds is for software and equipment.

RESOLUTION 16-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WRMC: A resolution authorizing the Mayor to execute a contract for the purchase of real property from Washington Regional Medicorp for the new city library in the amount of $268,000.

RESOLUTION 17-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

CIVIL SERVICE VETO: Veto of Civil Service Ordinance.
Mr. Williams stated if they wanted to override the veto, then they needed to make a motion to override the veto. It would require six affirmative votes to override the Mayor's veto.

Alderman Trumbo moved to override the mayor's veto. Alderman Davis seconded.

Alderman Davis read memo from the Mayor explaining their change in hiring policy. Was there any way that they could make it a resolution or ordinance.

Mr. Williams stated he did not believe that they could. The statute stated that the Mayor shall hire. The mayor was free to have any procedure that he wanted. The only other option was to have the Civil Service hire, then they were free to have any procedure. The City Council could override the Mayor's decision.

Alderman Trumbo stated he concurred with Alderman Thiel in that they should not waste the money and time to go through a national search but to hire Rick Hoyt. The Mayor was free to do whatever he wanted and did not have to use the same system they used for the Fire Chief.

Mr. Williams stated the Mayor was free to use whatever procedure that he wanted at this point in time.

Mayor Coody stated he would continue to use the same process that he had been using.

Mayor Coody asked shall the motion pass. Upon roll call the motion failed by a vote of 5-2-0. Santos and Jordan voting nay.

MOTION TO OVERTURN VETO FAILED.

MOTOR VEHICULAR RACEWAYS: An ordinance to regulate motor vehicular raceways. The ordinance was left on the second reading as amended at the January 15, 2002 meeting.

Alderman Thiel moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Alderman Thiel stated she felt this ordinance was a fair compromise.

Alderman Reynolds stated he was pleased with the new management and thought that it was going to be good for everyone involved.

Alderman Santos stated he thought it was a good compromise. He wished that they could have done it as an agreement rather than an ordinance. He was going to vote against the ordinance on the principle that he did not want them trying to regulate nuisances outside city limits.

In response to questions, Mr. Williams stated the problem with an agreement was enforcement. They would have to go to court if someone breached the contract. The other was that the agreement was only good with the people that they made it with.

Alderman Young stated he would be voting against this because he did not believe that they should be regulating outside city limits. Being legal and being right are two different things.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 5-2. Santos and Young voting nay.

ORDINANCE 4366 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CABLE RATES: A resolution expressing the City Council's opposition to the proposed seventy-five percent rate increase for basic cable television service proposed by Cox Communications, Inc. The item was tabled at the January 2, 2002, meeting.

Alderman Trumbo moved to table the item until Alderman Zurcher was here. Alderman Davis seconded the motion.

Mr. Hugh Earnest, Urban Development Director, stated he has instructed their attorney to deal with the Washington Attorney of Cox regarding a reduced lifeline tier. They were also discussing an institutional network that can and should be a part of their franchise discussion with Cox.

Alderman Davis stated he had received complaints about MSNBC being taken off. They would like to still have that as a program option.

Alderman Santos stated they wanted the sub-basic tier, a lifeline tier. Cox has been negotiated into doing this in other places. They wanted to work on the institutional network and the life-line tier.

Upon roll call the motion carried unanimously.

THE RESOLUTION WAS TABLED UNTIL THE NEXT CITY COUNCIL MEETING.

NEW BUSINESS

RZN 02-1.00: An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Mr. Williams read the ordinance for the first time.

Mr. Rick Osborne, attorney, stated this property had been used as C-1 zoning for over thirty years. It had been used as a mechanic's garage. Mr. Thompson had bought the land with the intent of building three triplexes. The city's zoning map showed the property to be R-1.5. The bank had required a letter of confirmation from Planning on the R-1.5. The property was on Garland and did go into a nice neighborhood. Another property had built triplexes with the same error in zoning.

Mr. Earnest stated the property had be categorized R-1.5 in error in the mid 1990's. The applicant had been informed, at the time they had thought the owner and the applicant was Bob Schmitt. The owner is Broc Thompson. The city had represented the property as a certain category. Other properties had been developed in the area. This was a better use of the property than what had been there.

Ms. Joyce Richards, an area resident, stated she had spoken at Planning Commission. Some of the problems are the amount of traffic on Garland and Hendrix. There were no sidewalks on Hendrix. There were a number of apartment complexes and triplexes in the area. There was also a crime area. There was also a drainage problem in the area. If they covered the ground it would only increase the problem. She had spoken with Mr. Thompson. He was planning on putting up the two one story triplexes and add two units to the existing house. For a total of nine units. That would require thirty-six parking spaces. That was a lot of cars. R-1 would allow him to put up duplexes. She asked them to limit it to duplexes, which would be fewer people and fewer cars. She felt they needed to control the growth in the area. They should leave it as R-1, if they could put in duplexes.

Mr. Williams stated the Planning Commission had recommended approval based upon a bill of assurance.

Alderman Thiel asked what the problems would be if they turned down the rezoning.

Mr. Williams stated they had statutory immunity for any mistakes that they made. Nothing intentional had been done. There had been an error made when they were transferring information from the old map the digital format. There had been a clerical error made. He did not believe that they had a legal problem. He thought they were immuned from their negligence in a case like this. They did have some responsibility for the situation that this owner was in.

Alderman Young stated the question was the zoning. The old State law stated that the zoning was what was on the official map. It did not matter whether or not there had been an ordinance passed. It had to do with the map. In his opinion was that if they turned it down he thought that they could file a law suit. There would not be any damages, but they could get a court to say that it was R-1.5 or whatever.

Alderman Davis stated he believed in the do right rule. Mr. Thompson had bought the property based upon a letter from the City stating the property was zoned R-1.5.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-2.00: An ordinance approving rezoning request RZN 02-2.00 as submitted by Craig Hull of Nickle-Hill Group on behalf of Andy Bethell for property located at the northeast corner of Joyce Blvd. and Crossover Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 1.94 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance for the first time.

Mr. Craig Hull, Nickle-Hill, stated the rezoning was for the east corner of Joyce and Crossover. The Planning Commission had recommended approval unanimously. They had offered a bill of assurance to restrict other uses in C-2.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-3.00: An ordinance approving rezoning request RZN 02-3.00 as submitted by Bob Hill of Nickle-Hill Group on behalf of Al and Lucile Cathcart and Anne England for property located at 2684 W. Sixth Street. The property is zoned R-O, Residential Office and C-2, Thoroughfare Commercial and contains approximately 4.75 acres. The request is to rezone the entire tract to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance for the first time.

Mr. Bob Hill stated two-thirds of this tract had been rezoned to C-2. There had been no ordinance designating what that legal description was. Their solution was to rezone the entire property.

In response to questions, Mr. Hill stated they were considering a restaurant and a hotel.

Alderman Davis stated he thought this would be a good addition to the city.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4367 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADM 01-39.00: An ordinance approving ADM 01-39.00 to revise the Flood Damage Prevention Code by adding / revising the setback required from a stream bank in Zone A and Zone X flood zones as shown on the FEMA Flood Insurance Rate Map.

Mr. Williams read the ordinance for the first time.

Mr. Conklin stated this amendment would take the technical code which had been adopted by reference and incorporate that into their Unified Development Ordinance. They felt the entire ordinance was important for developers to have when they purchased the ordinance. The actual amendment would establish a minimum set back from the stream in a Zone A, which was a hundred year flood plain, where no detailed flood study had been conducted, no floodway has been established. That setback was two and half times the width of the stream from bank to bank. The other amendment was five times the width of the stream bank. They were proposing to reduce that to the same standard at two and half times. Looking at their flood insurance rate maps that were published by FEMA, this setback was more in line with the actual floodways that were calculated.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Santos seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Santos seconded the motion. Upon roll call the motion carried uanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4368 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY: An ordinance waiving the requirement of competitive bidding in the burial of utilities for new Fayetteville Public Library.

Mr. Williams read the ordinance for the first time.

Mr. Jim Foster, architect for library, stated there would be bidding in this process.

Mr. Kip Guther, Garver Engineers, stated that he had met with Foster, Green Anderson Engineering and with SWEPCO in December and had discussed the best way to ensure quality and safety and the best price the city and library for the burial of the utilities. It was an unanimous decision that SWEPCO and AEP had three select contractors that they like to use. They were Hickman Trenching, Denny Excavating, and Fayetteville Tree and Trench. The size of the project gave them the possiblity of selecting contractors that may or may not sublet some of their work to local contractors. The size of the project may generate general contractors from outside the state and were unfamiliar with SWEPCO's way of doing things. They had expressed concern that a different contractor would require more onsite inspection by the utility companies. If they could go with a local contractor who they felt confident with, then it would still be a competitive bid with these three contractors. This would decrease the time required for onsite inspection. All the utility locations could then be taken care of at one time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Davis seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the first time.

Alderman Santos moved to suspend the rule and move to the third and final reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Mr. Geary Lowery, an area resident, expressed objection to the removal of competitive bidding.

Mr. Williams explained that when they had normal competitive bidding, they opened it up totally. They had to make a decision to restrict it some what from the normal process that was why they had to have the ordinance.

Mr. Lowery stated they were cutting out other individuals that might be wanting to bid on this. There were other people who were qualified to do this. They were just going to let these people decide for the city who was going to be the competitive bidding.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4369 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BOYS AND GIRLS CLUB: A resolution to waive the building permit fees and other developmental fees for the construction of the new Fayetteville Boys and Girls Club.

Alderman Thiel stated she wanted the public to be aware of the amount of the money the city was going to be giving the Boys and Girls Club. Based on a nine million dollar building, the building permits would be approximately $20,707. She was not opposed to this, she just wanted the public to know how much this amounted to. She wanted to discuss a policy about giving to a non-profit that they support. She had brought forth a resolution on Habitat for Humanity and SFCD based on the fact that they provided low cost housing. They had waived approximately $250.00 per house.

Alderman Davis stated the reason he thought they could waive the permit fees was that the Boys and Girls Club would be good for the community and everyone would be able to use it. It was a non-profit. It was like the library. He expected them to waive the library's fees when it came through the process. This amount of money was equal to a big toy that they could spend their money on for the children, versus having to put it into building permits.

Mayor Coody stated he felt this was another way the city could show support for this project.

Mr. Mike Hill, Boys and Girls Club, stated they had been given the approval to start the ground breaking. He appreciated all the help that they had received from the city. They would be able to purchase a swing set or mats for the gym with the savings.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

RESOLUTION 18-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EGIS CONSULTING: A resolution approving Amendment No. 2 in the amount of $55,700 to the contract with EGIS Consulting for additional services and deleting $134,946 from Amendment No. 1.

Mr. Gary Dumas, Utility Services Director, stated this project had been around for twelve to thirteen years. EGIS had been doing some work for the city. Their contract had began in 1999. Amendment No. 1 was a contract for $164,000. They had done some work on the contract before all work had been stopped in December of 2000. Of that contract, they had only expended about $16,000. The project had been put on hold. In November of last year they had began to review the project to possibly revive it. The mitigation plan for this was in the neighborhood of $700,000 to a million dollars. In talking with the Corp and other people, they felt that was too much. They thought it would be appropriate to reiterate the project, but they needed to reevaluate the mitigation plan. Right now approximately $134,000 exists in the contract for work. They were looking to change the scope of services to evaluation of the mitigation plan, modification of plan to bring it down to a reasonable level, to make sure that it accomplished the environmental aspects that they were interested in. The failure of earlier efforts was the involvement of the environmental community and the business community and to define what the community wanted on this project. One of the work tasks in their contract is to lead several planning surveys. They needed to have a team environment put together. The engineering firm needed to be on board as a full team member so they could meet the deadline of this fall to fulfill the requirements of the grants that had been received. The two key elements in the contract is the review of the mitigation plan and bringing it down in scale and involve all the interested parties.

Mayor Coody stated they would like to make this a business technology park centered around an environmentally sensitive area. They were going to be approaching this project as if the Darter fish were on the endangered species list.

In response to questions, Mr. Dumas stated the contract with EGIS was for $55,700. The engineering cost in the next item was not related to the environment. It was related to the infrastructure. They were for two different issues, but they needed both player involved. They needed to create the team so that once they have come to a community resolution about what the area of mitigation was going to be, then the designer was ready to start work so they could be letting construction contracts for phase one and the mitigation. The engineering contract was for hard cost so that they could begin building. There would be additional contracts for construction in the mitigation area. EGIS will be designing the mitigation work to be done in the mitigation area.

Mayor Coody stated the Chamber had been granted a half-million dollar grant last October. They had one year to let bids or the grant money would revert back to the State. It was important that they had some bids let by October.

Alderman Thiel stated under the scope of services, it did include working with the Nature Conservancy and other organizations. Last summer, Tim Snell with National Conservancy had discussed the Arkansas Darter. She had asked him if the plans for the Tech Park would endanger what they were considering giving to the city. He had indicated that with they type of business that was going to be there and the amount of land that was left was adequate.

Alderman Davis stated he had been under the impression that Engineering had put together a road and entry for this facility and that what needed to be mitigated as far as the environmental wetlands had been done. Why were they wanting to go back and redo this.

Mayor Coody stated the original plan that they looked at was unacceptable to what they wanted to do with the park. It basically took out half of the tree preserve. They were going to take what they could, but there was a lot that they could not use. They needed to redesign.

Alderman Davis stated since they knew where the wetlands were from the prior drawings why did they need to go back and spend the money. Why did they just not just stay out of it.

Mr. Dumas stated they were going to have a landscape architect on staff to help them design a subdivision for the type of development that they wanted. The design that they had now was industrial looking. They were going to try and create a campus type environment.

Mr. Emanuel Barnes stated that the project had to comply with the Clean Water Act. He was excited about dealing with the city who was willing to work with the environmental community. To have a unified team to look at all angles from economic and ecology. Wilson Spring was a preservation area. If there were opportunities to create better habitat for the fish, it would come out in these planning charts. They wanted to have a project that was economically viable as well as compatible. The city was going beyond the basic requirement of State and Federal law. They were opening up the discussion of other conservation ideas.

Alderman Young stated there had been a lot of stops and starts with the project. He was concerned that they might be doing this again. If they were going to do some thing out there, there needs to be a clear city policy on what they were going to be doing. He thought they were going to start designing before the public had an opportunity to speak to the issue.

Mr. Dumas stated before they could begin to design anything they would make a presentation to the Council on what they were going to be designing. The purpose of having McClelland before them today was so that they could create a design team, so when they knew what they were going to need environmentally and knew what the limits of the mitigation area were, then they would ready to begin the design process for the infrastructure for Phase I. They were hoping to met the deadline for the grant funds.

Mr. Dumas stated they would know early on if they were going to run into a time constraint. There was a third party in this, which was the public interest groups. If they ran into some issues they would keep the City Council informed.

Mr. Emanuel Barnes stated that in this type of effort they needed the engineering entity with them. If there was a concern about a particular street, the relocation would have a major impact on the economics and the engineering. They needed the engineering and the economic personnel involved in the planning effort so that they could come up with something that was very feasible.

Alderman Young stated in Section 2 of the McClelland contract they were directed to get the preliminary plat, before they had public input or know what they were going to do with wetlands.

Mr. Dumas stated there were provisions for those issues.

Mayor Coody stated he wanted to make it clear that they wanted the environmental consultants and the engineering consultants to work hand in hand with the public and this administration to produce something that they could be very proud of.

In response to questions regarding time lines, Mr. Barnes stated he would agree to work in tandem with McClelland and the city to meet the time requirements.

Alderman Young moved to amend the contract to add Item 12 that EGIS will complete their work in a timely manner so that McClelland's contract time line to meet the October deadline. The motion failed from lack of a second.

Ms. Andrea Radwell, an area resident, stated her major concern was that the city did not have a plan on the area. They had a general idea for what they wanted to do. She asked what they wanted to do with the Wetlands. At the beginning of 2001 a meeting had been called regarding the plan and the amount of mitigation that had to be done. The consensus at that time was that the plan was not economically or environmentally sound. There has been no communication with the people who were interested int he plan for the last year. The Nature Conservancy had proposed an alternative and a conservation agreement with the city that they would help to implement this. Nothing had become of that. She had called them last week to see where the offer stood. She presented a copy of their proposal. An offer had been made to the City of Fayetteville. That plan needed to be aired to the public.

In response to concerns, Alderman Santos stated they were hiring EGIS to help define their vision and develop a plan.

Mr. Robert Farrell, an area resident, stated they had waited ten years. They had tried to more forward at a slow pace. The plan as it has been presented with EGIS and McClelland allow for public input, it was a gradual thing. He asked them to approve this. He would like to see them go forward.

Alderman Young moved to approve the contract with the amendment to reflect the wishes of the Council. Alderman Jordan seconded.

Mr. Williams stated they would be approving a resolution to implement the contract as they have instructed to have all parties work together to complete the project by the October deadline.

Upon roll call the motion carried unanimously.

RESOLUTION 19-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ARKANSAS BUSINESS TECHNOLOGY PARK: A resolution approving a contract with McClelland Engineering for design, bidding, and construction phase administration in the development of the preliminary plat of Phase I for the Arkansas Business Technology Park. Fee will be based on a per hour charge, not to exceed $128,158 and approval of a budget adjustment.

Mr. Dumas stated they had chosen the per hour and not to exceed the contract was because a lot of work had been done by the city's engineering department. They hoped to salvage the majority of that work. The more that they could salvage, then the less number of hours they would have to use.

Alderman Young moved to approve the resolution to reflect the wishes of the Council, that the first four items under "fees" can begin immediately, but no other work can begin until the Council approved EGIS plan. Alderman Jordan seconded.

Mr. Johnny Quinn, McClelland Engineers, stated he thought he understood, but there were stipulations that they had put into the contract for meeting the October 30, bid opening date. In order for them to meet that this contract stipulated that they had to be authorized to start the detailed design of Phase I no later than June 1. This was like running a relay race. McClelland was going to have to carry the baton on the last leg of the race. He could not be too far behind when it is handed off to them. They were willing to do everything they could to work with staff, but it had to be within some sort of reason. It has been made very clear to him that it was going to be a team effort. They were to use much of the engineering's information.

Mr. Williams asked what their intent was. He thought that he had heard that they wanted to ensure that their engineers with the charts and public process before they began work on the plat.

Alderman Young stated he believed the Council needed to sign off on the plan before McClelland started the plat work.

In response to questions, Mr. Dumas stated he would be back in front of them well before the first meeting in May. He thought they would be approving EGIS plan before the first meeting in May so that McClelland could meet their deadline. He would not mind giving them an update every month. He thought he could give them an update in March.

Upon roll call the motion passed unanimously.

RESOLUTION 20-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUKE SOLUTIONS AND HARMONY PRODUCTS: A resolution approving a proposal for solids supply agreement to negotiate with Duke Solutions and Harmony Products.

Mr. Williams stated a new page three had been drafted to meeting concerns about the exclusivity time frame.

Alderman Jordan asked if they had looked at other companies that did this type of work.

Mr. Boettcher, Public Works Director, stated McGoodwin, Williams and Yates did a facility plan and looked at a number of alternatives for slug disposal. They included: doing our own system, another location in Helena (a bio-solid fertilizer operation), and this alternative. Due to the lower costs that this alternative offers it is the one being investigated at this point. This alternate is within the predicted cost for the rate increase that they had presented to the public in November. This alternate is less costly than the others. They were at the facility planning process. They have not started final design. It was in the planning process, they were considering this seriously.

Alderman Young asked if the exclusivity referred to the same type of technology or any other type of alternative.

Mr. Williams read, "the city agrees not to pursue or participate in the development of any other energy, waste to energy or waste to energy or fertilizer projects during the time they were negotiating."

Mr. Boettcher stated this was a non-binding contract and in the time frame of this project, sixty days was not a problem as far as their project progress. There were other activities that they needed to be working on aside from this. The fall back position as they look at one option was what would happen if this option did not bear fruit. What they had was the Helena option, at a greater cost, landfilling, and they also had the option as they entered into the design, of handling their own. There was also some discussion of a regional type of concept. There was ongoing options and thoughts. At this time, this was what appeared to be the best long term solution.

Alderman Trumbo stated this was unproven technology. They did have a plant that took on the chicken litter, but not the slug. It was innovative and cutting edge. Duke Solutions was a subsidiary of Duke Energy and Harmony Products reputable. They did not have a chicken litter problem in Fayetteville, but the region does, and so does the water. They did have a problem with their slug and their hay field applications. If it does what they said it could do, it would be a good benefit to the area.

In response to questions, Mr. Boettcher stated it was his understanding that gasification was a process not as extreme as incineration. It dried the moisture out and did not go on to combustion. As they move forward he was sure that issue of process and approvals will come out. Complying with Arkansas Clean Air laws will be a responsibility of Harmony. The city was not a partner in their operation. They were more obtaining a service.

Alderman Trumbo stated the City of Fayetteville would like to be a partner with the other municipalities to solve the phosphoreus and the other nitrogen problems in the water sheds. It was his understanding the proposed plant was to be built between Tonitown and Siloam Springs. There would not a financial obligation on the City of Fayetteville other than keeping their obligations of having their slug de-watered and transported to this facility.

Mr. Boettcher stated if there were a problem there was always interim landfilling until they could develop another plan. They were not joining them in their adventure. They did not have a formal agreement. This agreement would lead to a formal agreement.

Alderman Thiel stated she assumed they were going to learn more about this process before they entered into a binding contract. The information that they had received so far was just fluff.

Mr. Williams stated the exclusivity stated we would give them notice if we wanted to begin negotiating with a competitor. It was more of a jester of good faith.

Alderman Reynolds stated Beta-Rubican had wanted to present something to them.

Alderman Trumbo stated they had given out information to the Council tonight. What they did was research the company and give a third party opinion or evaluation of the process and how viable the project was.

Mayor Coody stated he hoped other cities would agree to help pay his fee since they could use the information too.

Alderman Trumbo stated this has never been done before.

Mr. Jim Ulmer, McGoodwin Williams and Yates, stated he thought Duke Harmony would be happy to make a presentation to them. Gasification was a process of controlling the heat where all the combustible components were extracted out of the material. All that they had left was an inert ash which was then turned into the fertilizer.

Mr. Tom Brown, an area resident, expressed his dissatisfaction with the research preformed by McGoodwin Williams and Yates. He also expressed concerns about wasting the areas organic fertilizers.

Mayor Coody stated they were not going to be able to use their land application method. They had to find something to do with fifteen hundred tons of slug a month. They had to find a solution. One of which would be landfilling, this looked like a viable alternative.

Mr. Brown expressed his dissatisfaction with the research done and the lack of facts provided for this discussion.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded. The motion carried by a vote of 5-2-0. Reynolds and Thiel voting nay.

RESOLUTION 21-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Trumbo stated the Water and Sewer Committee had met for three hours to discuss this item. There were errors made from all parties in terms of not having the scope of the contracts brought back before the City Council for formal approval. That formal process and approval did not take place. He stated there was some concern if the unauthorized work had to be done. The answer from their discussion had to be done and was required. The city did receive a work product from the unauthorized work. His personal recommendation would be to approve the budget adjustment minus the five percent built in professional fees of Hanifin and EcoSystem. They have determined that the work that McGoodwin, Williams and Yates was done and done properly and was needed in order to get to where they were today.

Alderman Santos stated that the entire $578,000 included work that had not been done yet.

In response to questions, Mr. Boettcher stated the professional fee on sub-contract work was on labor and did not include sub-contract expenses such as travel, printing and telephone. The work done by McGoodwin, Williams and Yates did in-house with their people had approximately a fifteen percent professional fee. The work that they subcontracted had a five percent professional fee. He had asked them to give him a cost of where they were today, he also asked them to prepare an estimate to complete the facility planning work and all of the other work that they needed to do to get through this stage of the project.

Alderman Santos suggested they separate the work that had been done from the work to be done.

Alderman Thiel stated the overrun for work already done was $376,908 plus the profit for a total of $417,463. The work still to be done was $178,000.

Alderman Young stated McGoodwin, Williams and Yates did an amended Facility Plan. He asked why they did the amended Facility Plan?

Mr. Ulmer, McGoodwin, Williams and Yates, stated earlier in the process when they began discussing the Revolving Loan, the discussion had been that someone had to take the lead with that. Their experience in Arkansas with ADEQ and the Revolving Loan fund leant itself for them to take the lead in that. They agreed to do, with formal agreement to do that. They took the lead in creating the document with the consent of staff.

Alderman Young asked why the city did not go back to CH2M Hill and have them amend the facility plan. They had paid them to do it once and it was suppose to be done right the first time.

Mr. Don Bunn, former Public Works Director, stated the facility plan that CH2M Hill did was approved by the State in 1997. In entering into the Revolving Loan Fund, the State required the city to do two things. One was to revise the Facility Plan. The logical thing to do, since they were doing the preliminary design reports, was to incorporate the preliminary design reports into the revised Facility Plan. They also required a revised EID. A more extensive EID. Why they accepted it in 1997 and decided a year or so later that it needed to be revised, they would need to ask them. The reason that they asked McGoodwin to do this was that they were very familiar with the processes at ADEQ. They had done many facility plans. Of the four consultants that they had hired they were the logical choice to do that. They considered having CH2M Hill revise the plan, but considering that they were to incorporate work that would be done by the four consultants, they felt it would be more cost affect to have them do the work.

Alderman Young stated according to the time line he had been given, there was a big gap for several months. He asked why an amendment had not been done during that time.

Mr. Ulmer presented a letter dated July 5, 2001. The letter directed him to create information for Water Sewer Committee on July 9. The letter gave them a feeling of the involvement of the staff and the understanding that they were taking the lead. Regarding the time line, in April, Don and I went to ADEQ and had a meeting to discuss the RLF and the facility plan. They had agreed that they could use the facility plan created in 1997 to the extent of it be applicable. They continued the original scope of work through March to May, when they finished their work. In March, they had discussed funding options. He had been instructed to create a document and presented it to them on July 17, 2001. At those meetings they had discussed the project in great detail. They had every expectation that they knew exactly what they were doing. If someone had asked them to stop they would have. They had made a judgement call to pursue the revolving loan fund, the program requirements were very extensive. It was not unusual for a plan to take a year to be created. Ninety-seven percent of the total effort was expended between the end of May and the end of October, when they submitted the final facility plan. It was a public document that informed the public of all the issues in writing. In order to complete the program requirements, that was what they had to do.

They had to jump through hoops. They worked nights and weekends. In the memo of understanding that they entered into in December had a requirement for the submission of the facility plan. The day they signed it, the program requirements were already finished and complete.

Alderman Young asked why they did not submit a request for an amendment to contract.

Mr. Ulmer stated until May there was no commitment to go forward with the RFL. They were $200,000 under their original contract. They did not get there until July. During that time the effort was very intense. To stop and create the documentation they would have had to stop the process. It would have been very difficult for them to project all of the issues that were before them and all the things they had to do. Once the commitment was made to go for the facility plan, there was no looking back. They had to create it within the time frame that was before them.

Alderman Young stated they could have come forward with an amendment to the contract with an estimated amount of time and expense. If it had not worked, then they could have come back for another one.

Mr. Carl Yates, stated the city did not make a decision until May or July that they wanted to enter into the Revolving Loan Fund. There had been a very intensive effort put forth to complete the document in the time frame.

Alderman Santos stated they were notified in August 7, 2001 memo from Don Bunn which stated Amendment No. 1 would be presented at a later date. They were told that there would be a contract amendment coming.

In response to questions, Mayor Coody stated personally the only argument he had about the contract was the part with Hanifin. He did not believe they got their money's worth there. He did not believe that they came close to getting their money's worth there, but that was his personal opinion. If they had it to do over again he would not have agreed with that. It was up to this Council on what they were going to do tonight. In response to questions, he stated if he could push a button and make it happen, he would have them approve all parts of the contract with the exception of Hanifin and he would go back to them to renegotiate that number, but that was his opinion.

In response to questions, Mr. Williams stated that Arkansas did recognize the unjust enrichment principle when there has not been a valid contract, yet the city has received benefit. If it was litigated, then the court has told them that the award was measured by the value of the benefit.

Mr. Yates stated they were convinced that Hanifin put in the time she said she did. The other aspect was, was it worth while? There was no way to know that. The election results were the result of a team effort of informing the public. The other issue, a reduction in their professional fee, they felt they got more than a fair market value. He felt that they should be paid, however, it was important for them to move ahead with this project. In the interest of keeping the good relationship that they had they were willing to accept Alderman Trumbo's suggestion. The proposed professional fees that they had built in was five percent of the labor cost and not the total cost, which was a deduction of $15-16,000.

Mr. Geary Lowery, an area resident, expressed opposition to paying the contract amendment because they had not received prior approval for the work.

Mr. Don Bunn stated two things happened with the result of Hanifin's work. In 1997 the original Facilities Plan had been completed and they held a public hearing. The hearing could only be described as a public officials nightmare. When they were putting together this contract the staff understood that could not happen again. It would defeat the entire project. One of the reasons that McGoodwin was selected was because they had proposed a public information program. Hanifin was apart of that program. They met property owners around the plants. Because they did not have the same kind of public meeting that they had in 1997 and the fact that the sales tax election was successful was a result of them meeting with the neighbors and providing information on the project. They had provided information about the plant and provided them some assurances that the city would do what was necessary to make the plant not a nuisance. He did not know if they could put a price on that.

Mr. Jeff Erf, an area resident, stated he hoped there would some monetary amount withheld. His concern was the hiring of Hanifin to provide the education program. He felt there was a conflict with her working for McGoodwin. He felt the turn out was very poor at the public meetings. He questioned if they would have continued her services if they had known about the overage.

Mr. Tom Wilkerson, Citizens for Clean Water Committee, stated his committee would not have been able to do anything until they had been educated. They received a lot of information from Hanifin. Without her work they would not be trying to find a way to talk their sewer customers into paying for a new plant.

Alderman Trumbo moved to approve the resolution as presented, minus the five percent professional fees for Hanifin and Eco for amount done above the previous agreed upon contracts. The money for work that has not been done, but billed, would not be paid until it had been properly submitted. Alderman Santos seconded.

Alderman Jordan stated it was the alderman's job to handle the tax payers money properly. The problem he had with this was that anything about the approved amount was suppose to come before the City Council. He could not support the budget adjustment.

Alderman Young stated only engineers and future contractors were the ones going to look at their vote. Their words were meaningless. Their vote was going to set whether or not this city had an open check book or not.

Upon roll call the motion carried by a vote of 5-2-0, Young and Jordan voting nay.

RESOLUTION 22-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Mr. Williams stated he would like to have a separate vote on the Butterfield Revenue Bonds. They had requested an emergency clause in the resolution. An emergency clause would require a separate vote.

Alderman Davis moved to approve the resolution. Alderman Santos seconded. The motion carried unanimously.

Alderman Davis moved to approve the emergency clause. Alderman Santos seconded. Upon roll call the motion carried unanimously.

The meeting adjourned at 11:30 p.m.

/HW

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** FEB. 5, 2002

2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28,585.00.

3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.

4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.

6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

8. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00.

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

9. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of $21,408.00 annually. The 2002 cost of this contract will be $9,388.00.

10. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations Budget.

11. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial Drug Task Force. The City's matching funding requirement for the grant will not exceed the $50,000 included in the 2002 Annual Budget.

B. STAFF REPORT 540→

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting. TABLE

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

D. NEW BUSINESS

1. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

2. **TELE-WORKS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.

3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. — REVISED MAP.

DISCUSSED A. LITTLE. MAP.

4. **LSP 02-6.00:** An appeal of a Planning Commission decision regarding the right-of-way dedication requirements for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell.

5. **SPECIAL ELECTION:** An ordinance calling for a special election to fill an alderman vacancy. emergency clause

6. **NAME CHANGE:** A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.

7. **ADM 02-3.00:** An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.

8. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.

9. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

MINUTES OF A MEETING
OF THE
CITY COUNCIL
FEBRUARY 5, 2002

A meeting of the Fayetteville City Council will be held on February 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Trumbo, Davis, Santos, Jordan, Reynolds, Thiel, and Young, Interim City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press, and Audience.

AWARDS PRESENTATION
Mayor Coody recognized Peggy Vice for her award of the Certified Public Purchasing Officer Designation. Melissa Terry was awarded from the Arkansas Chapter of the Sierra Club for Environmental Educator of the year. Steve Catteneo reaching the designation of Code Enforcement and Administration Professional.

NOMINATING COMMITTEE REPORT:

- The confirmation of the appointment of Janet Richardson to the Fayetteville Housing Authority Board of Commissioners.
- The appointment of Tommy DeWeese to the NW Regional Airport Board.

Alderman Santos moved approve the nominations. Alderman Reynolds seconded. Upon roll call the motion carried unanimously.

CONSENT AGENDA

APPROVAL OF THE MINUTES:

RIDGEWAY WATER LINE: A resolution approving a construction contract with Fayette Tree & Trench, Inc. for E. Ridgeway area water line replacements project in the amount of $248,295. A project contingency amount of $37,244 (15%), and approval of a budget adjustment.

RESOLUTION 9-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BUTTERFIELD TRAIL VILLAGE: $23,000,000 Fayetteville Public Facilities Board Revenue Refunding Bonds, Series 2002.

RESOLUTION 10-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUNCAN AND ASSOCIATES: A resolution approving a change order in the amount of $7,500 for five additional "person-days" for Duncan Associates to attend additional impact fee meetings and approval of a budget adjustment.

RESOLUTION 11-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT TAXIWAY EXTENSION: A resolution approving Amendment No. 2 to the agreement with McClelland Engineering for engineering services in the amount of $116,730 and approval of Task Order No. 9, Engineering and Construction Observation for Taxiway "A" Extension.

RESOLUTION 12-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FOREST SERVICE: A resolution approving an lease agreement with USDA Forest Service in the amount of $28,160.00 for the lease of 12.8 acres of Fayetteville Municipal Airport property and the approval of a budget adjustment.

RESOLUTION 13-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OMI: A resolution approving Amendment No. 7 to OMI's contract for operation and maintenance of the Wastewater Treatment Facilities, the annual contract amount for 2002 being $3,845,957.00, including a fixed fee of $91,128.00, non-overwrite costs for odor control of $196,080 and Phase IV SCADA upgrade of $44,000.00. Approval of a budget adjustment is also requested.

RESOLUTION 14-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT: A resolution approving a grant agreement up to $200,000 plus a 10% contingency. Upon grant approval contracts will be submitted to City Council for approval.

RESOLUTION 15-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BLOCK GRANT: A resolution approving the 2001 Juvenile Accountability Incentive Block Grant Program application and attached budget adjustment. This grant is in the amount of $34,440 plus a 10% match requirement of $3,827 for a total of $38,267. The proposed use of these grant funds is for software and equipment.

RESOLUTION 16-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WRMC: A resolution authorizing the Mayor to execute a contract for the purchase of real property from Washington Regional Medicorp for the new city library in the amount of $268,000.

RESOLUTION 17-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

CIVIL SERVICE VETO: Veto of Civil Service Ordinance.
Mr. Williams stated if they wanted to override the veto, then they needed to make a motion to override the veto. It would require six affirmative votes to override the Mayor's veto.

Alderman Trumbo moved to override the mayor's veto. Alderman Davis seconded.

Alderman Davis read memo from the Mayor explaining their change in hiring policy. Was there any way that they could make it a resolution or ordinance.

Mr. Williams stated he did not believe that they could. The statute stated that the Mayor shall hire. The mayor was free to have any procedure that he wanted. The only other option was to have the Civil Service hire, then they were free to have any procedure. The City Council could override the Mayor's decision.

Alderman Trumbo stated he concurred with Alderman Thiel in that they should not waste the money and time to go through a national search but to hire Rick Hoyt. The Mayor was free to do whatever he wanted and did not have to use the same system they used for the Fire Chief.

Mr. Williams stated the Mayor was free to use whatever procedure that he wanted at this point in time.

Mayor Coody stated he would continue to use the same process that he had been using.

Mayor Coody asked shall the motion pass. Upon roll call the motion failed by a vote of 5-2-0. Santos and Jordan voting nay.

MOTION TO OVERTURN VETO FAILED.

MOTOR VEHICULAR RACEWAYS: An ordinance to regulate motor vehicular raceways. The ordinance was left on the second reading as amended at the January 15, 2002 meeting.

Alderman Thiel moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Alderman Thiel stated she felt this ordinance was a fair compromise.

Alderman Reynolds stated he was pleased with the new management and thought that it was going to be good for everyone involved.

Alderman Santos stated he thought it was a good compromise. He wished that they could have done it as an agreement rather than an ordinance. He was going to vote against the ordinance on the principle that he did not want them trying to regulate nuisances outside city limits.

In response to questions, Mr. Williams stated the problem with an agreement was enforcement. They would have to go to court if someone breached the contract. The other was that the agreement was only good with the people that they made it with.

Alderman Young stated he would be voting against this because he did not believe that they should be regulating outside city limits. Being legal and being right are two different things.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 5-2. Santos and Young voting nay.

ORDINANCE 4366 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CABLE RATES: A resolution expressing the City Council's opposition to the proposed seventy-five percent rate increase for basic cable television service proposed by Cox Communications, Inc. The item was tabled at the January 2, 2002, meeting.

Alderman Trumbo moved to table the item until Alderman Zurcher was here. Alderman Davis seconded the motion.

Mr. Hugh Earnest, Urban Development Director, stated he has instructed their attorney to deal with the Washington Attorney of Cox regarding a reduced lifeline tier. They were also discussing an institutional network that can and should be a part of their franchise discussion with Cox.

Alderman Davis stated he had received complaints about MSNBC being taken off. They would like to still have that as a program option.

Alderman Santos stated they wanted the sub-basic tier, a lifeline tier. Cox has been negotiated into doing this in other places. They wanted to work on the institutional network and the life-line tier.

Upon roll call the motion carried unanimously.

THE RESOLUTION WAS TABLED UNTIL THE NEXT CITY COUNCIL MEETING.

NEW BUSINESS

RZN 02-1.00: An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is to rezone to R-1.5, Moderate Density Residential.

Mr. Williams read the ordinance for the first time.

Mr. Rick Osborne, attorney, stated this property had been used as C-1 zoning for over thirty years. It had been used as a mechanic's garage. Mr. Thompson had bought the land with the intent of building three triplexes. The city's zoning map showed the property to be R-1.5. The bank had required a letter of confirmation from Planning on the R-1.5. The property was on Garland and did go into a nice neighborhood. Another property had built triplexes with the same error in zoning.

Mr. Earnest stated the property had be categorized R-1.5 in error in the mid 1990's. The applicant had been informed, at the time they had thought the owner and the applicant was Bob Schmitt. The owner is Broc Thompson. The city had represented the property as a certain category. Other properties had been developed in the area. This was a better use of the property than what had been there.

Ms. Joyce Richards, an area resident, stated she had spoken at Planning Commission. Some of the problems are the amount of traffic on Garland and Hendrix. There were no sidewalks on Hendrix. There were a number of apartment complexes and triplexes in the area. There was also a crime area. There was also a drainage problem in the area. If they covered the ground it would only increase the problem. She had spoken with Mr. Thompson. He was planning on putting up the two one story triplexes and add two units to the existing house. For a total of nine units. That would require thirty-six parking spaces. That was a lot of cars. R-1 would allow him to put up duplexes. She asked them to limit it to duplexes, which would be fewer people and fewer cars. She felt they needed to control the growth in the area. They should leave it as R-1, if they could put in duplexes.

Mr. Williams stated the Planning Commission had recommended approval based upon a bill of assurance.

Alderman Thiel asked what the problems would be if they turned down the rezoning.

Mr. Williams stated they had statutory immunity for any mistakes that they made. Nothing intentional had been done. There had been an error made when they were transferring information from the old map the digital format. There had been a clerical error made. He did not believe that they had a legal problem. He thought they were immuned from their negligence in a case like this. They did have some responsibility for the situation that this owner was in.

Alderman Young stated the question was the zoning. The old State law stated that the zoning was what was on the official map. It did not matter whether or not there had been an ordinance passed. It had to do with the map. In his opinion was that if they turned it down he thought that they could file a law suit. There would not be any damages, but they could get a court to say that it was R-1.5 or whatever.

Alderman Davis stated he believed in the do right rule. Mr. Thompson had bought the property based upon a letter from the City stating the property was zoned R-1.5.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-2.00: An ordinance approving rezoning request RZN 02-2.00 as submitted by Craig Hull of Nickle-Hill Group on behalf of Andy Bethell for property located at the northeast corner of Joyce Blvd. and Crossover Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 1.94 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance for the first time.

Mr. Craig Hull, Nickle-Hill, stated the rezoning was for the east corner of Joyce and Crossover. The Planning Commission had recommended approval unanimously. They had offered a bill of assurance to restrict other uses in C-2.

ORDINANCE WAS LEFT ON THE FIRST READING.

RZN 02-3.00: An ordinance approving rezoning request RZN 02-3.00 as submitted by Bob Hill of Nickle-Hill Group on behalf of Al and Lucile Cathcart and Anne England for property located at 2684 W. Sixth Street. The property is zoned R-O, Residential Office and C-2, Thoroughfare Commercial and contains approximately 4.75 acres. The request is to rezone the entire tract to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance for the first time.

Mr. Bob Hill stated two-thirds of this tract had been rezoned to C-2. There had been no ordinance designating what that legal description was. Their solution was to rezone the entire property.

In response to questions, Mr. Hill stated they were considering a restaurant and a hotel.

Alderman Davis stated he thought this would be a good addition to the city.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4367 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ADM 01-39.00: An ordinance approving ADM 01-39.00 to revise the Flood Damage Prevention Code by adding / revising the setback required from a stream bank in Zone A and Zone X flood zones as shown on the FEMA Flood Insurance Rate Map.

Mr. Williams read the ordinance for the first time.

Mr. Conklin stated this amendment would take the technical code which had been adopted by reference and incorporate that into their Unified Development Ordinance. They felt the entire ordinance was important for developers to have when they purchased the ordinance. The actual amendment would establish a minimum set back from the stream in a Zone A, which was a hundred year flood plain, where no detailed flood study had been conducted, no floodway has been established. That setback was two and half times the width of the stream from bank to bank. The other amendment was five times the width of the stream bank. They were proposing to reduce that to the same standard at two and half times. Looking at their flood insurance rate maps that were published by FEMA, this setback was more in line with the actual floodways that were calculated.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Santos seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Santos seconded the motion. Upon roll call the motion carried uanimously.

Mr. Williams read the ordinance for the third and final time.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4368 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY: An ordinance waiving the requirement of competitive bidding in the burial of utilities for new Fayetteville Public Library.

Mr. Williams read the ordinance for the first time.

Mr. Jim Foster, architect for library, stated there would be bidding in this process.

Mr. Kip Guther, Garver Engineers, stated that he had met with Foster, Green Anderson Engineering and with SWEPCO in December and had discussed the best way to ensure quality and safety and the best price the city and library for the burial of the utilities. It was an unanimous decision that SWEPCO and AEP had three select contractors that they like to use. They were Hickman Trenching, Denny Excavating, and Fayetteville Tree and Trench. The size of the project gave them the possiblity of selecting contractors that may or may not sublet some of their work to local contractors. The size of the project may generate general contractors from outside the state and were unfamiliar with SWEPCO's way of doing things. They had expressed concern that a different contractor would require more onsite inspection by the utility companies. If they could go with a local contractor who they felt confident with, then it would still be a competitive bid with these three contractors. This would decrease the time required for onsite inspection. All the utility locations could then be taken care of at one time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Davis seconded. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the first time.

Alderman Santos moved to suspend the rule and move to the third and final reading. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.

Mr. Williams read the ordinance for the second time.

Mr. Geary Lowery, an area resident, expressed objection to the removal of competitive bidding.

Mr. Williams explained that when they had normal competitive bidding, they opened it up totally. They had to make a decision to restrict it some what from the normal process that was why they had to have the ordinance.

Mr. Lowery stated they were cutting out other individuals that might be wanting to bid on this. There were other people who were qualified to do this. They were just going to let these people decide for the city who was going to be the competitive bidding.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDINANCE 4369 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BOYS AND GIRLS CLUB: A resolution to waive the building permit fees and other developmental fees for the construction of the new Fayetteville Boys and Girls Club.

Alderman Thiel stated she wanted the public to be aware of the amount of the money the city was going to be giving the Boys and Girls Club. Based on a nine million dollar building, the building permits would be approximately $20,707. She was not opposed to this, she just wanted the public to know how much this amounted to. She wanted to discuss a policy about giving to a non-profit that they support. She had brought forth a resolution on Habitat for Humanity and SFCD based on the fact that they provided low cost housing. They had waived approximately $250.00 per house.

Alderman Davis stated the reason he thought they could waive the permit fees was that the Boys and Girls Club would be good for the community and everyone would be able to use it. It was a non-profit. It was like the library. He expected them to waive the library's fees when it came through the process. This amount of money was equal to a big toy that they could spend their money on for the children, versus having to put it into building permits.

Mayor Coody stated he felt this was another way the city could show support for this project.

Mr. Mike Hill, Boys and Girls Club, stated they had been given the approval to start the ground breaking. He appreciated all the help that they had received from the city. They would be able to purchase a swing set or mats for the gym with the savings.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

RESOLUTION 18-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EGIS CONSULTING: A resolution approving Amendment No. 2 in the amount of $55,700 to the contract with EGIS Consulting for additional services and deleting $134,946 from Amendment No. 1.

Mr. Gary Dumas, Utility Services Director, stated this project had been around for twelve to thirteen years. EGIS had been doing some work for the city. Their contract had began in 1999. Amendment No. 1 was a contract for $164,000. They had done some work on the contract before all work had been stopped in December of 2000. Of that contract, they had only expended about $16,000. The project had been put on hold. In November of last year they had began to review the project to possibly revive it. The mitigation plan for this was in the neighborhood of $700,000 to a million dollars. In talking with the Corp and other people, they felt that was too much. They thought it would be appropriate to reiterate the project, but they needed to reevaluate the mitigation plan. Right now approximately $134,000 exists in the contract for work. They were looking to change the scope of services to evaluation of the mitigation plan, modification of plan to bring it down to a reasonable level, to make sure that it accomplished the environmental aspects that they were interested in. The failure of earlier efforts was the involvement of the environmental community and the business community and to define what the community wanted on this project. One of the work tasks in their contract is to lead several planning surveys. They needed to have a team environment put together. The engineering firm needed to be on board as a full team member so they could meet the deadline of this fall to fulfill the requirements of the grants that had been received. The two key elements in the contract is the review of the mitigation plan and bringing it down in scale and involve all the interested parties.

Mayor Coody stated they would like to make this a business technology park centered around an environmentally sensitive area. They were going to be approaching this project as if the Darter fish were on the endangered species list.

In response to questions, Mr. Dumas stated the contract with EGIS was for $55,700. The engineering cost in the next item was not related to the environment. It was related to the infrastructure. They were for two different issues, but they needed both player involved. They needed to create the team so that once they have come to a community resolution about what the area of mitigation was going to be, then the designer was ready to start work so they could be letting construction contracts for phase one and the mitigation. The engineering contract was for hard cost so that they could begin building. There would be additional contracts for construction in the mitigation area. EGIS will be designing the mitigation work to be done in the mitigation area.

Mayor Coody stated the Chamber had been granted a half-million dollar grant last October. They had one year to let bids or the grant money would revert back to the State. It was important that they had some bids let by October.

Alderman Thiel stated under the scope of services, it did include working with the Nature Conservancy and other organizations. Last summer, Tim Snell with National Conservancy had discussed the Arkansas Darter. She had asked him if the plans for the Tech Park would endanger what they were considering giving to the city. He had indicated that with they type of business that was going to be there and the amount of land that was left was adequate.

Alderman Davis stated he had been under the impression that Engineering had put together a road and entry for this facility and that what needed to be mitigated as far as the environmental wetlands had been done. Why were they wanting to go back and redo this.

Mayor Coody stated the original plan that they looked at was unacceptable to what they wanted to do with the park. It basically took out half of the tree preserve. They were going to take what they could, but there was a lot that they could not use. They needed to redesign.

Alderman Davis stated since they knew where the wetlands were from the prior drawings why did they need to go back and spend the money. Why did they just not just stay out of it.

Mr. Dumas stated they were going to have a landscape architect on staff to help them design a subdivision for the type of development that they wanted. The design that they had now was industrial looking. They were going to try and create a campus type environment.

Mr. Emanuel Barnes stated that the project had to comply with the Clean Water Act. He was excited about dealing with the city who was willing to work with the environmental community. To have a unified team to look at all angles from economic and ecology. Wilson Spring was a preservation area. If there were opportunities to create better habitat for the fish, it would come out in these planning charts. They wanted to have a project that was economically viable as well as compatible. The city was going beyond the basic requirement of State and Federal law. They were opening up the discussion of other conservation ideas.

Alderman Young stated there had been a lot of stops and starts with the project. He was concerned that they might be doing this again. If they were going to do some thing out there, there needs to be a clear city policy on what they were going to be doing. He thought they were going to start designing before the public had an opportunity to speak to the issue.

Mr. Dumas stated before they could begin to design anything they would make a presentation to the Council on what they were going to be designing. The purpose of having McClelland before them today was so that they could create a design team, so when they knew what they were going to need environmentally and knew what the limits of the mitigation area were, then they would ready to begin the design process for the infrastructure for Phase I. They were hoping to met the deadline for the grant funds.

Mr. Dumas stated they would know early on if they were going to run into a time constraint. There was a third party in this, which was the public interest groups. If they ran into some issues they would keep the City Council informed.

Mr. Emanuel Barnes stated that in this type of effort they needed the engineering entity with them. If there was a concern about a particular street, the relocation would have a major impact on the economics and the engineering. They needed the engineering and the economic personnel involved in the planning effort so that they could come up with something that was very feasible.

Alderman Young stated in Section 2 of the McClelland contract they were directed to get the preliminary plat, before they had public input or know what they were going to do with wetlands.

Mr. Dumas stated there were provisions for those issues.

Mayor Coody stated he wanted to make it clear that they wanted the environmental consultants and the engineering consultants to work hand in hand with the public and this administration to produce something that they could be very proud of.

In response to questions regarding time lines, Mr. Barnes stated he would agree to work in tandem with McClelland and the city to meet the time requirements.

Alderman Young moved to amend the contract to add Item 12 that EGIS will complete their work in a timely manner so that McClelland's contract time line to meet the October deadline. The motion failed from lack of a second.

Ms. Andrea Radwell, an area resident, stated her major concern was that the city did not have a plan on the area. They had a general idea for what they wanted to do. She asked what they wanted to do with the Wetlands. At the beginning of 2001 a meeting had been called regarding the plan and the amount of mitigation that had to be done. The consensus at that time was that the plan was not economically or environmentally sound. There has been no communication with the people who were interested int he plan for the last year. The Nature Conservancy had proposed an alternative and a conservation agreement with the city that they would help to implement this. Nothing had become of that. She had called them last week to see where the offer stood. She presented a copy of their proposal. An offer had been made to the City of Fayetteville. That plan needed to be aired to the public.

In response to concerns, Alderman Santos stated they were hiring EGIS to help define their vision and develop a plan.

Mr. Robert Farrell, an area resident, stated they had waited ten years. They had tried to more forward at a slow pace. The plan as it has been presented with EGIS and McClelland allow for public input, it was a gradual thing. He asked them to approve this. He would like to see them go forward.

Alderman Young moved to approve the contract with the amendment to reflect the wishes of the Council. Alderman Jordan seconded.

Mr. Williams stated they would be approving a resolution to implement the contract as they have instructed to have all parties work together to complete the project by the October deadline.

Upon roll call the motion carried unanimously.

RESOLUTION 19-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ARKANSAS BUSINESS TECHNOLOGY PARK: A resolution approving a contract with McClelland Engineering for design, bidding, and construction phase administration in the development of the preliminary plat of Phase I for the Arkansas Business Technology Park. Fee will be based on a per hour charge, not to exceed $128,158 and approval of a budget adjustment.

Mr. Dumas stated they had chosen the per hour and not to exceed the contract was because a lot of work had been done by the city's engineering department. They hoped to salvage the majority of that work. The more that they could salvage, then the less number of hours they would have to use.

Alderman Young moved to approve the resolution to reflect the wishes of the Council, that the first four items under "fees" can begin immediately, but no other work can begin until the Council approved EGIS plan. Alderman Jordan seconded.

Mr. Johnny Quinn, McClelland Engineers, stated he thought he understood, but there were stipulations that they had put into the contract for meeting the October 30, bid opening date. In order for them to meet that this contract stipulated that they had to be authorized to start the detailed design of Phase I no later than June 1. This was like running a relay race. McClelland was going to have to carry the baton on the last leg of the race. He could not be too far behind when it is handed off to them. They were willing to do everything they could to work with staff, but it had to be within some sort of reason. It has been made very clear to him that it was going to be a team effort. They were to use much of the engineering's information.

Mr. Williams asked what their intent was. He thought that he had heard that they wanted to ensure that their engineers with the charts and public process before they began work on the plat.

Alderman Young stated he believed the Council needed to sign off on the plan before McClelland started the plat work.

In response to questions, Mr. Dumas stated he would be back in front of them well before the first meeting in May. He thought they would be approving EGIS plan before the first meeting in May so that McClelland could meet their deadline. He would not mind giving them an update every month. He thought he could give them an update in March.

Upon roll call the motion passed unanimously.

RESOLUTION 20-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DUKE SOLUTIONS AND HARMONY PRODUCTS: A resolution approving a proposal for solids supply agreement to negotiate with Duke Solutions and Harmony Products.

Mr. Williams stated a new page three had been drafted to meeting concerns about the exclusivity time frame.

Alderman Jordan asked if they had looked at other companies that did this type of work.

Mr. Boettcher, Public Works Director, stated McGoodwin, Williams and Yates did a facility plan and looked at a number of alternatives for slug disposal. They included: doing our own system, another location in Helena (a bio-solid fertilizer operation), and this alternative. Due to the lower costs that this alternative offers it is the one being investigated at this point. This alternate is within the predicted cost for the rate increase that they had presented to the public in November. This alternate is less costly than the others. They were at the facility planning process. They have not started final design. It was in the planning process, they were considering this seriously.

Alderman Young asked if the exclusivity referred to the same type of technology or any other type of alternative.

Mr. Williams read, "the city agrees not to pursue or participate in the development of any other energy, waste to energy or waste to energy or fertilizer projects during the time they were negotiating."

Mr. Boettcher stated this was a non-binding contract and in the time frame of this project, sixty days was not a problem as far as their project progress. There were other activities that they needed to be working on aside from this. The fall back position as they look at one option was what would happen if this option did not bear fruit. What they had was the Helena option, at a greater cost, landfilling, and they also had the option as they entered into the design, of handling their own. There was also some discussion of a regional type of concept. There was ongoing options and thoughts. At this time, this was what appeared to be the best long term solution.

Alderman Trumbo stated this was unproven technology. They did have a plant that took on the chicken litter, but not the slug. It was innovative and cutting edge. Duke Solutions was a subsidiary of Duke Energy and Harmony Products reputable. They did not have a chicken litter problem in Fayetteville, but the region does, and so does the water. They did have a problem with their slug and their hay field applications. If it does what they said it could do, it would be a good benefit to the area.

In response to questions, Mr. Boettcher stated it was his understanding that gasification was a process not as extreme as incineration. It dried the moisture out and did not go on to combustion. As they move forward he was sure that issue of process and approvals will come out. Complying with Arkansas Clean Air laws will be a responsibility of Harmony. The city was not a partner in their operation. They were more obtaining a service.

Alderman Trumbo stated the City of Fayetteville would like to be a partner with the other municipalities to solve the phosphoreus and the other nitrogen problems in the water sheds. It was his understanding the proposed plant was to be built between Tonitown and Siloam Springs. There would not a financial obligation on the City of Fayetteville other than keeping their obligations of having their slug de-watered and transported to this facility.

Mr. Boettcher stated if there were a problem there was always interim landfilling until they could develop another plan. They were not joining them in their adventure. They did not have a formal agreement. This agreement would lead to a formal agreement.

Alderman Thiel stated she assumed they were going to learn more about this process before they entered into a binding contract. The information that they had received so far was just fluff.

Mr. Williams stated the exclusivity stated we would give them notice if we wanted to begin negotiating with a competitor. It was more of a jester of good faith.

Alderman Reynolds stated Beta-Rubican had wanted to present something to them.

Alderman Trumbo stated they had given out information to the Council tonight. What they did was research the company and give a third party opinion or evaluation of the process and how viable the project was.

Mayor Coody stated he hoped other cities would agree to help pay his fee since they could use the information too.

Alderman Trumbo stated this has never been done before.

Mr. Jim Ulmer, McGoodwin Williams and Yates, stated he thought Duke Harmony would be happy to make a presentation to them. Gasification was a process of controlling the heat where all the combustible components were extracted out of the material. All that they had left was an inert ash which was then turned into the fertilizer.

Mr. Tom Brown, an area resident, expressed his dissatisfaction with the research preformed by McGoodwin Williams and Yates. He also expressed concerns about wasting the areas organic fertilizers.

Mayor Coody stated they were not going to be able to use their land application method. They had to find something to do with fifteen hundred tons of slug a month. They had to find a solution. One of which would be landfilling, this looked like a viable alternative.

Mr. Brown expressed his dissatisfaction with the research done and the lack of facts provided for this discussion.

Alderman Santos moved to approve the resolution. Alderman Jordan seconded. The motion carried by a vote of 5-2-0. Reynolds and Thiel voting nay.

RESOLUTION 21-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Trumbo stated the Water and Sewer Committee had met for three hours to discuss this item. There were errors made from all parties in terms of not having the scope of the contracts brought back before the City Council for formal approval. That formal process and approval did not take place. He stated there was some concern if the unauthorized work had to be done. The answer from their discussion had to be done and was required. The city did receive a work product from the unauthorized work. His personal recommendation would be to approve the budget adjustment minus the five percent built in professional fees of Hanifin and EcoSystem. They have determined that the work that McGoodwin, Williams and Yates was done and done properly and was needed in order to get to where they were today.

Alderman Santos stated that the entire $578,000 included work that had not been done yet.

In response to questions, Mr. Boettcher stated the professional fee on sub-contract work was on labor and did not include sub-contract expenses such as travel, printing and telephone. The work done by McGoodwin, Williams and Yates did in-house with their people had approximately a fifteen percent professional fee. The work that they subcontracted had a five percent professional fee. He had asked them to give him a cost of where they were today, he also asked them to prepare an estimate to complete the facility planning work and all of the other work that they needed to do to get through this stage of the project.

Alderman Santos suggested they separate the work that had been done from the work to be done.

Alderman Thiel stated the overrun for work already done was $376,908 plus the profit for a total of $417,463. The work still to be done was $178,000.

Alderman Young stated McGoodwin, Williams and Yates did an amended Facility Plan. He asked why they did the amended Facility Plan?

Mr. Ulmer, McGoodwin, Williams and Yates, stated earlier in the process when they began discussing the Revolving Loan, the discussion had been that someone had to take the lead with that. Their experience in Arkansas with ADEQ and the Revolving Loan fund leant itself for them to take the lead in that. They agreed to do, with formal agreement to do that. They took the lead in creating the document with the consent of staff.

Alderman Young asked why the city did not go back to CH2M Hill and have them amend the facility plan. They had paid them to do it once and it was suppose to be done right the first time.

Mr. Don Bunn, former Public Works Director, stated the facility plan that CH2M Hill did was approved by the State in 1997. In entering into the Revolving Loan Fund, the State required the city to do two things. One was to revise the Facility Plan. The logical thing to do, since they were doing the preliminary design reports, was to incorporate the preliminary design reports into the revised Facility Plan. They also required a revised EID. A more extensive EID. Why they accepted it in 1997 and decided a year or so later that it needed to be revised, they would need to ask them. The reason that they asked McGoodwin to do this was that they were very familiar with the processes at ADEQ. They had done many facility plans. Of the four consultants that they had hired they were the logical choice to do that. They considered having CH2M Hill revise the plan, but considering that they were to incorporate work that would be done by the four consultants, they felt it would be more cost affect to have them do the work.

Alderman Young stated according to the time line he had been given, there was a big gap for several months. He asked why an amendment had not been done during that time.

Mr. Ulmer presented a letter dated July 5, 2001. The letter directed him to create information for Water Sewer Committee on July 9. The letter gave them a feeling of the involvement of the staff and the understanding that they were taking the lead. Regarding the time line, in April, Don and I went to ADEQ and had a meeting to discuss the RLF and the facility plan. They had agreed that they could use the facility plan created in 1997 to the extent of it be applicable. They continued the original scope of work through March to May, when they finished their work. In March, they had discussed funding options. He had been instructed to create a document and presented it to them on July 17, 2001. At those meetings they had discussed the project in great detail. They had every expectation that they knew exactly what they were doing. If someone had asked them to stop they would have. They had made a judgement call to pursue the revolving loan fund, the program requirements were very extensive. It was not unusual for a plan to take a year to be created. Ninety-seven percent of the total effort was expended between the end of May and the end of October, when they submitted the final facility plan. It was a public document that informed the public of all the issues in writing. In order to complete the program requirements, that was what they had to do.

They had to jump through hoops. They worked nights and weekends. In the memo of understanding that they entered into in December had a requirement for the submission of the facility plan. The day they signed it, the program requirements were already finished and complete.

Alderman Young asked why they did not submit a request for an amendment to contract.

Mr. Ulmer stated until May there was no commitment to go forward with the RFL. They were $200,000 under their original contract. They did not get there until July. During that time the effort was very intense. To stop and create the documentation they would have had to stop the process. It would have been very difficult for them to project all of the issues that were before them and all the things they had to do. Once the commitment was made to go for the facility plan, there was no looking back. They had to create it within the time frame that was before them.

Alderman Young stated they could have come forward with an amendment to the contract with an estimated amount of time and expense. If it had not worked, then they could have come back for another one.

Mr. Carl Yates, stated the city did not make a decision until May or July that they wanted to enter into the Revolving Loan Fund. There had been a very intensive effort put forth to complete the document in the time frame.

Alderman Santos stated they were notified in August 7, 2001 memo from Don Bunn which stated Amendment No. 1 would be presented at a later date. They were told that there would be a contract amendment coming.

In response to questions, Mayor Coody stated personally the only argument he had about the contract was the part with Hanifin. He did not believe they got their money's worth there. He did not believe that they came close to getting their money's worth there, but that was his personal opinion. If they had it to do over again he would not have agreed with that. It was up to this Council on what they were going to do tonight. In response to questions, he stated if he could push a button and make it happen, he would have them approve all parts of the contract with the exception of Hanifin and he would go back to them to renegotiate that number, but that was his opinion.

In response to questions, Mr. Williams stated that Arkansas did recognize the unjust enrichment principle when there has not been a valid contract, yet the city has received benefit. If it was litigated, then the court has told them that the award was measured by the value of the benefit.

Mr. Yates stated they were convinced that Hanifin put in the time she said she did. The other aspect was, was it worth while? There was no way to know that. The election results were the result of a team effort of informing the public. The other issue, a reduction in their professional fee, they felt they got more than a fair market value. He felt that they should be paid, however, it was important for them to move ahead with this project. In the interest of keeping the good relationship that they had they were willing to accept Alderman Trumbo's suggestion. The proposed professional fees that they had built in was five percent of the labor cost and not the total cost, which was a deduction of $15-16,000.

Mr. Geary Lowery, an area resident, expressed opposition to paying the contract amendment because they had not received prior approval for the work.

Mr. Don Bunn stated two things happened with the result of Hanifin's work. In 1997 the original Facilities Plan had been completed and they held a public hearing. The hearing could only be described as a public officials nightmare. When they were putting together this contract the staff understood that could not happen again. It would defeat the entire project. One of the reasons that McGoodwin was selected was because they had proposed a public information program. Hanifin was apart of that program. They met property owners around the plants. Because they did not have the same kind of public meeting that they had in 1997 and the fact that the sales tax election was successful was a result of them meeting with the neighbors and providing information on the project. They had provided information about the plant and provided them some assurances that the city would do what was necessary to make the plant not a nuisance. He did not know if they could put a price on that.

Mr. Jeff Erf, an area resident, stated he hoped there would some monetary amount withheld. His concern was the hiring of Hanifin to provide the education program. He felt there was a conflict with her working for McGoodwin. He felt the turn out was very poor at the public meetings. He questioned if they would have continued her services if they had known about the overage.

Mr. Tom Wilkerson, Citizens for Clean Water Committee, stated his committee would not have been able to do anything until they had been educated. They received a lot of information from Hanifin. Without her work they would not be trying to find a way to talk their sewer customers into paying for a new plant.

Alderman Trumbo moved to approve the resolution as presented, minus the five percent professional fees for Hanifin and Eco for amount done above the previous agreed upon contracts. The money for work that has not been done, but billed, would not be paid until it had been properly submitted. Alderman Santos seconded.

Alderman Jordan stated it was the alderman's job to handle the tax payers money properly. The problem he had with this was that anything about the approved amount was suppose to come before the City Council. He could not support the budget adjustment.

Alderman Young stated only engineers and future contractors were the ones going to look at their vote. Their words were meaningless. Their vote was going to set whether or not this city had an open check book or not.

Upon roll call the motion carried by a vote of 5-2-0, Young and Jordan voting nay.

RESOLUTION 22-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Mr. Williams stated he would like to have a separate vote on the Butterfield Revenue Bonds. They had requested an emergency clause in the resolution. An emergency clause would require a separate vote.

Alderman Davis moved to approve the resolution. Alderman Santos seconded. The motion carried unanimously.

Alderman Davis moved to approve the emergency clause. Alderman Santos seconded. Upon roll call the motion carried unanimously.

The meeting adjourned at 11:30 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

RECEIVED
MAR 01 2002
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Heather Woodruff**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **February 28, 2002**

RE: **Final Agenda - March 5, 2002**

Attached are Resolutions and an Ordinance that should be included in the Final Agenda.

1) The Ordinance is the Bid Waiver Ordinance for the Tele-Works, Inc. contract.

2) The Resolutions are as follows:

a. Southwestern Bell Communications - Web Housing
b. IFWORLD, Inc. - Web Design
c. Grant the Appeal of Earl & Carolyn Farrell
d. Deny the Appeal of Earl & Carolyn Farrell

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH SOUTHWESTERN BELL COMMUNICATIONS FOR DEDICATED WEB-SITE HOSTING SERVICES FOR THREE YEARS IN AN AMOUNT NOT TO EXCEED $21,408.00 (PLUS TAX) ANNUALLY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Contracts and Statement of Work for City of Fayetteville with Southwestern Bell Communications in an amount of not to exceed $21,408.00 (plus tax) annually for three years and authorizes the Mayor to execute said contract.

PASSED and **APPROVED** this the ____ day of March, 2002.

APPROVED:

By: ________________________

DAN COODY, Mayor

ATTEST:

By: ________________________

Heather Woodruff, City Clerk

RESOLUTION NO. ______

A RESOLUTION TO APPROVE A CONTRACT WITH IFWORLD, INC. FOR WEB-SITE DESIGN AND CONSTRUCTION FOR $99,000.00

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 approves the Contract with IFWORLD, Inc. in the amount of $85,680.00 with a contingent amount of $13,320.00 and authorizes the Mayor to sign this Contract attached as Exhibit A.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 92 OF THE CODE OF FAYETTEVILLE TO ADD A DEFINITION OF TETHER AND TO PROHIBIT TRANSPORTING ANIMALS IN THE BACK OF PICKUP TRUCKS UNLESS PROPERLY TETHERED OR CRATED

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

Section 1. That **§92.01 Definitions** of the Code of Fayetteville is amended by adding the following definition:

> "Tether. A rope, chain or cable of appropriate strength that is firmly anchored to the bed of an open bed pickup truck or similar vehicle in at least two places. Tether is to be used to restrain the animal and fastened to the animal by means of a harness and to be the appropriate length as to afford the animal freedom to move about the vehicle, but to restrict the animal to a set radius to prevent it from reaching either side or the rear of the vehicle so that the animal cannot be thrown from, fall from, or jump from the vehicle."

Section 2. That **§92.29 Transportation of Animals** is added to Chapter **92: Animals** of the Code of Fayetteville as follows:

> "**§92.29 Transportation of Animals**. No person shall transport or carry any animal by motorized means unless the animal is safely enclosed within the vehicle or trailer, or enclosed in a portable kennel, crate, or dog box designed for this purpose, which is then fastened by a secure and appropriate means to the bed or the chassis of the vehicle. Dogs may be transported in open beds of pickup trucks provided they are secured in the vehicle by means of a humane cross tether and/or harness *or if the sides and back of the pickup truck's bed are at least ~~46 inches~~ 5' high*. In all cases where

animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

DRAFT

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

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animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

DRAFT

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF MARCH ~~4~~ 5, 2002

FROM:

CHRIS BOSCH	FIRE	FIRE
NAME	DIVISION	DEPARTMENT

ACTION REQUIRED:

SEE ATTACHED JUSTIFICATION

COST TO CITY:

$ 14,593	$ 51900	
COST OF THIS REQUEST	CATEGORY/PROJECT BUDGET	CATEGORY/PROJECT NAME
1010-3020-5302-00	$ 35496	FIRE OPERATIONS
ACCOUNT NUMBER	FUNDS USED TO DATE	PROGRAM NAME
	$ 16404	General
PROJECT NUMBER	REMAINING BALANCE	FUND

BUDGET REVIEW: X BUDGETED ITEM X BUDGET ADJUSTMENT ATTACHED

BUDGET COORDINATOR

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ________

ACCOUNTING MANAGER	DATE 2/25/02	ADA COORDINATOR	DATE
CITY ATTORNEY	DATE 2/25/02	INTERNAL AUDITOR	DATE
PURCHASING OFFICER	DATE 2/25/02		

STAFF RECOMMENDATION: Approval of request.

DIVISION HEAD ______ DATE ______

DEPARTMENT DIRECTOR ______ DATE ______

ADMIN. SVCS DIRECTOR ______ DATE 2/26/02

MAYOR ______ DATE 2/25/02

CROSS REFERENCE

NEW ITEM: YES NO

PREV ORD/RES #: ________

ORIG CONTRACT DATE: ________

From the Desk of the Director/Fire Chief

Fayetteville Fire Dept
303 W. Center St.
Fayetteville, AR. 72701

Memo

To: Fayetteville City Council

From: Chris Bosch, Director/Fire Chief CB

CC: Dan Coody, Mayor

Date: February 22, 2002

Re: Reallocation of Funds

On Friday February 22, 2002 the Fire Department, in conjunction with the Purchasing Department, opened the sealed bids for three pieces of reserve fire apparatus. Those apparatus were sold to the three highest bidders for the cumulative total of **$14,593.02**.

After closing and approving these bids we were informed, by the Budget Office, that those proceeds would be placed in the City's General Fund under the Gain/Loss Sale of Fixed Asset Account.

Since these apparatus were purchased with funds procured from the Fire Department's Capital Budget I would like to request that, upon receipt of these funds, they be returned to the Fire Department's Operations Budget (1010-3020-5302.00) so they can be utilized to replace worn out and outdated Personal Protective Equipment for my Fire Fighters.

If you would like to discuss this matter I will be happy to meet with you at your convenience.

Respectively Submitted

BID: 02-02
DATE: 02/22/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: SALE OF USED FIRE RESPONSE VEHICLES

BIDDER	ITEM ONE Unit #18	ITEM TWO Unit #10	ITEM THREE Unit #12
EVANSVILLE VOL FIRE DEPT	no bid	$6,750.00	no bid
ARK SIGN SHOP	$4,232.00	no bid	no bid
SUNSET VOL FIRE DEPT	no bid	no bid	$3,611.02

Certified by P Vice
P Vice Purch Mgr

R Williams
Witness

2/22/02
Date

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Fire	Date Requested	Adjustment #
2002	Division: Fire Operations	Feb. 22, 2002	
	Program:		

Project or Item Requested:

Additional funding is requested for Turn-Out Gear.

Project or Item Deleted:

None. Proceeds from the sale of surplus fire apparatus is proposed for this adjustment.

Justification of this Increase:

A great deal of the existing Turn-out Gear is five years old or older. Turn-out Gear is considered worn out after five years of use.

Justification of this Decrease:

None.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Uniforms & Personal Equip	14,593	1010	3020		5302	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Gain/Loss on Sale of Assets	14,593	1010	0001		4881	02		

Approval Signatures

	Date
Requested By	
Budget Manager	2-22-02
Department Director	2/22/02
Admin. Services Director	2/26/02
Mayor (Dan Coody)	2/25/02

Budget Office Use Only

Type: A B C D E

Date of Approval ______

Posted to General Ledger ______

Posted to Project Accounting ______

Entered in Category Log ______

Blue Copy: Budget & Research / White Copy: Requester

H:\BUDGET\PROJECTS\BUD_ADJ\BA_2002\FIRE_DPT.WK

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas

Date: Monday, March 04, 2002

Subject: Status Report #1 — I-540 Business/Technology Park Public Meeting of February 28, 2002

Background

Four weeks ago the Council authorized two contracts which allowed work to begin on the I-540 Business/Technology Park. This authorization was limited to work which would define the parameters of the area of mitigation, review the potential scope of the mitigation, and define how the actual development of the land to be eventually subdivided would proceed. The Council also requested that public input on the project be sought and that monthly reports be made to the Council on activities and status of the work and project.

Discussion

On February 28 from 5:30 p.m. to 8:00 p.m. a public meeting was held in the Town Center to provide an historical as well as future perspective of the project. Following the 30-minute introduction, the meeting participants were broken into small groups and asked to discuss the various issues from their point of view in a roundtable format. Comments were provided in writing and recorded by a Project Team member who was assisting each table. Most comments were received in writing, with 32 comment sheets returned from the 48 participants who signed-in. These comment sheets and sign in sheets are attached for your review.

The comments can be grouped generally into three main areas, those who feel that the project is not addressing the environmental issues, those who favor the project but want assurance that certain analysis is conducted and responded to appropriately, and those who favor the project objectives and direction as presented.

General Services Department
113 West Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-575-8330
Fax: 479-575-8257
Email: gdumas@ci.fayetteville.ar.us

The attendees included a sizable number of residents who came to the meeting to express a particular interest in soccer activities for the area north of Clabber Creek. What was interesting about this group was the fact that they generally felt that the ecological sensitivity that was expressed in the design considerations discussed in the presentation were appropriate for the site and that they appreciated the sensitivity that was proposed to be shown to the fragile environment of the Wilson Spring Area.

Some of the design considerations, which will be discussed with the Council during the presentation on March 19, included limited use of curb and gutter, permeable pavement in parking lots, walkways, etc. where appropriate, grass and landscaped drainage swales, bio-filters and rain gardens, as a part of the storm water management system, and maintenance of the current site hydrology though individual lot storm water management and retention to the maximum extent possible.

Discussion in the presentation also included possible mitigation activities within the approximate 100-acre conservation/preservation area. The staff will also be presenting these options to the Council during the presentation on March 19. These were all presented as possible activities, which will require scientific analysis and concurrence by the regulatory agencies, U. S. Corps of Engineers and U. S. Fish and Wildlife before any activity is undertaken.

At the conclusion of the meeting following the worktable reports, representatives of the U. S. Corps of Engineers and U. S. Fish and Wildlife made some brief comments. In summary, those comments indicated a very favorable appreciation for the efforts that the City of Fayetteville was putting forward to address the ecological issues that have surrounded this 289 acres for the last 12 years. *Perhaps the most telling were the comments from the Corps, which indicated that there would probably not need to be other regulatory required public meetings, if the City followed through with the design parameters as had been discussed and the comment from Fish and Wildlife that if the City continued with the design parameters for the conservation and development areas as discussed, that the Arkansas Darter may not need to be listed as endangered.*

As this project proceeds there will be additional public information meetings, in addition to the public hearings required of any development being considered within the City.

The Staff will bring the approximate 30-minute presentation to the Council meeting of March 19 so that the Council and the viewing public can see the considerations that will be given to the development of this site.

Recommendation

None at this meeting of 3-5-2002.

SIGN-IN SHEET

48

NAME:	ADDRESS:	AFFILIATION:
[illegible]	[illegible]	[illegible]
Lynn Alexander	1946 Fox Hunter	
Larry Tabor	2399 FOX TRAIL RD	
Charlie Tabor	" " "	
Marsha Vaughn	3586 Weir Rd.	AR COMETS
Sharon Hoover	12 E. Davidson	architect
Tony Patterson	614 N. CLEVELAND APT. 3	CITIZEN
Otto Shuetz	2332 Malcolm Ln	citizen
Bruce Manchow	234 Oklahoma Way	citizen
ERIC AYRDLA	1062 Oaks Manor Dr.	Comets
Larry Boudreaux	330 Durango	Fayetteville 72704
Rick Couvillion	746 Overcrest	" 72703
VAN BRAHANA	882 N. LEWIS	" "
BOB NICKLE	1 ROBINSWOOD LANE	" 72701
Lorry Long	1577 Starr D.	" "
Jonathan McLain	2270 Country Way	Fayt 72703
Ann Chitwood	3095 Skillern Rd 72703	Ark State Soccer Ass
Robbie Hammer		NWA Times
Jeremy Webb	4058 N College Suite 250	Fay 03
Annee Littell	411 W. South	Fay 02
Craig Hull	3156 Coachlite	Spd

2/28/02

SIGN-IN SHEET

NAME:	ADDRESS:		AFFILIATION:
Dan Broyles	4834 Cedar Ridge Dr,	Springdale	Comet 72764
Awilda O'Leary	2883 Weston Pl.	Fay	comets
Sammy C Vaughn	3586 Weir Road	Fay	72704
Jim Williams	1141 E. Ridgeway	Fay	72701
Barbara Moorman	3450 Finger Rd.	Fay	72701
D Fulton	POB 456	Fay	7270[illegible]

SIGN-IN SHEET

NAME:	ADDRESS:	AFFILIATION
John Thacker	1678 N Gaddy Lane	AR Comet Soccer
Mike Brunner	2935 Williamsburg Ln	AR Comet Soccer
Jim Fuhene	5149 S. Shaeffer Rd	
Randy Erskine	1341 Cardinal Dr	AR Comet Soccer
CLIFF McCoy	1660 W. MAPLE	AR COMET Soccer
Jim Bemis	Box 1853, Fay.	Self
SAMIN HAJ	416 E. Lafayette FAY	SOCCER
Rory Willis	207 Ila	Citizen
Sharla Bardin		The Morning News
Bob Shoulders	1109 Heath Fay 72701	
DON BUNCH	427 N. WASHINGTON FAY 72701	FAY. PLANNING COMMISSION
Al Vick	514 East Rock Fay, 72701	Envir. Community / Ozark SET.
Lauretta	416 E Lafayette Fay 72701	AR Comets
Debora Coody	1418 E Rodgers Dr. Fay 72701	
FRANK L FARMER	2025 Winwood F'ville 72703	U ARK Comets
David Wentz	1980 N. Greenview Dr F'ville 72701	Ark Comets
BRIAN WILLIAMS		COMETS
Andrea Radwell	2233 Elaine Ave	Fayetteville University + American Fitness
JEFF ENF	2711 WOODCLIFF RD	FAY. RESIDENT
Sherri Hamilton	P.O. Box 9378	Citizen
MATT WAGNER	NWA TIMES	REPORTER
[illegible signature]	FAY CHAMBER	FAYETTEVILLE

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: JEFF ERF

ADDRESS: 2711 WOODCLIFF RD

PHONE #: 443-2835

COMMENTS/CONCERNS: BUSINESS PLAN BEFORE ENGINEERING PLAN.

- NO NET LOSS OF WETLANDS
- NO BUILDING IN FLOOD PLAIN

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Frank L Farmer

ADDRESS: 2025 Winwood

PHONE #: 442-3644 575 2358

E-Mail FLFARMER@UARK.EDU

COMMENTS/CONCERNS:

I'd like to see the low-impact development proceede. Read that go ahead with the soccer field. There is great demand/need for the fields that need immediate attention. This is a great project and the soccer complex represent a good fit. I'd hate to see the soccer fields held up.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: John Thacker

ADDRESS: 1678 N Gaddy Lane

PHONE #: 479-571-3696

E-Mail jthacker@aol.com

COMMENTS/CONCERNS:

* Project clearly needs dedication of "blue area" to low-impact, environmentally-sensitive recreational purposes such as proposed SOCCER COMPLEX.

* If recreational "blue area" has funding to develop soccer project, can development progress in front of, or without subsequent development of remaining project.

* Better to balance development with environmental needs than ignore both.

* Fayetteville needs more green space set aside by developers.

* NEED low impact bridge between 2 "blue areas".

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: BRIAN WILLIAMS

ADDRESS: 4194 SAVANNAH LN SPRINGDALE

PHONE #: 236-1099

E-Mail

COMMENTS/CONCERNS: I LIKE THE PLAN

THE SOCCER COMPLEX WILL BE A GREAT ASSET TO COMMUNITY - ECONOMICALLY & RECREATIONALY.

THE WHOLE AREA WILL BE A GREAT NATURE AREA

GOOD MIX OF NATURE/RECREATION/BUSINESS.

● CITY OF FAYETTEVILLE ●
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Mike Brunner

ADDRESS: 2935 Williamsburg Lane

PHONE #: 521-1120

E-Mail FMB62@AOL.COM

COMMENTS/CONCERNS: I would like to see the unused land on the north end of the tech park be used for soccer fields. The current fields will be taken by the university in the near future and our children will have no place to play. The soccer complex will be an asset to the city and will bring visitors, with their money, in from other states. There are more kids playing soccer in the United States than kids playing baseball. This is need that should be taken care of for our kids and for Fayetteville.

L:\1800's\1850.16-F'ville, AR (ART-Am#2)\Presentation\response form.doc

This land should be used for soccer fields even if the park is not [illegible]!

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Eric Airola

ADDRESS: 1062 Oaks Manor Drive, Fayetteville, AR 72703

PHONE #: (H) 521-5135 / 770-1511 (W)

E-Mail Eric_Airola@jbhunt.com

COMMENTS/CONCERNS: As a parent of three children who are involved in outdoor sports, specifically soccer, I fully support the establishment of a soccer complex in Fayetteville. Having grown up in a state where soccer was already well-established (VA), soccer enthusiasm spreads quickly! The sport has tremendous advantages for children and families, and a complex would give future generations of Arkansas soccer players a place to enjoy this great sport.

E.A.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Jim Lukens

ADDRESS: 5149 S. Shaeffer Rd

PHONE #: 443 9388

E-Mail

COMMENTS/CONCERNS: Hydrology of Wilson Spring is not understood well enough to know how to product it while developing it.

The city would save money by avoiding mitgation costs if the amount of wetland is minimized. This makes economic sense.

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Bob Shoulders

ADDRESS: 1109 Heath Drive 72701

PHONE #: 582-1876

E-Mail bshoulders@fayac.com

COMMENTS/CONCERNS: It appears there is ample room between the wetlands (pink area) and the developed area (green) to balance preservation of the ~~a~~ environment and building a tech park. The blue area would make a great addition to the area for soccer fields. The parks dept. is in dire need of land for soccer fields and this land looks ideal.

● CITY OF FAYETTEVILLE ●
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: BOB NICKLE

ADDRESS: 1 ROBINSWOOD LANE, FAYETTEVILLE, AR 72701

PHONE #: 521-4438

E-Mail

COMMENTS/CONCERNS: Cost of using permeable materials for roadways vs. conventional pavement - can we afford this?
Will natural preserve area result in a mosquito problem for surrounding properties?

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Annee Littell

ADDRESS: 411 W. South, Fay, 72701

PHONE #: 521-2164

COMMENTS/CONCERNS: I am concerned that we have at least as much wetlands after development as we have before. I am also concerned with the water quality of Clabber Creek + that it is preserved &/or improved. I applaud the ideas of permeable pavement + other water catching basins that are planted. I would encourage consideration of the Nature Conservancy plan also since it preserves more-

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: DON BUNCH

ADDRESS: 427 N. WASHINGTON AVE.

PHONE #: 442-6413

E-Mail ————

COMMENTS/CONCERNS: CAME TO LEARN & GATHER INFORMATION TO AID IN FUTURE PLANNING DECISIONS

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Rick Couvillion

ADDRESS: 746 Overcrest

PHONE #: ~~501~~ 479-575-4155 (day)

COMMENTS/CONCERNS:

1. What restrictions would there be in the "blue" areas north of the creek? Herbicide use on athletic fields?

2. Could creek be an irrigation source - ≈ 150,000 gal/day in July and August?

3. Would athletic fields be very low impact development?

4. Why is so much money being spent to protect Clabbard Creek - It's just a ditch.

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Craig Hull

ADDRESS: 3156 Coachlite Lane Springdale AR 72764

PHONE #: ~~501~~ 479 571 1111 w ~~501~~ 479-756-5529

COMMENTS/CONCERNS:

I fully support the use of semi-permeable paving + runoff minimization

I hope that the city will select the Alternative that establishes a natural area of less acreage so that adequate land for development can be marketed to make the economics of development work -

Water quality management is an admirable goal and I support the concept of Nature preservation, but believe we must also create economic development activity in harmony with Nature.

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Dave Fulton

ADDRESS: POB 456, 72702

PHONE #: 521-7653

COMMENTS/CONCERNS: DO IT!

Consensus Has Been Reached, At least, within Reason!

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● CITY OF FAYETTEVILLE ●
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: David Wentz

ADDRESS: 1980 N. Greenview Dr.

PHONE #: 521-8426

E-Mail ~~tan~~ dwentz@hawk2.k12.ar.us

COMMENTS/CONCERNS: Fantastic combination of business, preservation, and recreation. Given the participation ~~of~~ in youth soccer in our ~~comm~~ community coupled with the NEED for soccer fields I think the proposed soccer complex by the Ark. Comets is the best option. The need for soccer fields is more pressing and more serving of the community than any other park type, and the grant capacity obtained ~~sought out~~ by the Ark. Comets makes ~~for a viable~~ good sense for the people of Fayetteville.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Awilda O'Leary

ADDRESS: 2883 Weston Place

PHONE #: 501-582-4838

E-Mail aoleary@uark.edu

COMMENTS/CONCERNS: - Great opportunity for Environmental education

★ Having the soccer complex caters to the community, youth thru adults!

- Technology park creates new opportunities for university grads.
- Great Layout - well thought out
- Merges the needs and concerns of all Fayetteville.

Will bring revenue + recognition to Fayetteville Great central location!

● CITY OF FAYETTEVILLE ●
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Art Shuster

ADDRESS: 2332 Malcolm Ln

PHONE #: 582-1848

E-Mail SHUSTERAC@pinnaclefoodscorp.com

COMMENTS/CONCERNS:

The development of this property will pay dividends to the city and area once complete. The cost of development for the acres now provided for commercialization will exceed the revenue at the time of sale. These concessions to wetland preservation demonstrate a commitment to the extreme with the hope that future revenues via sales, use, & land taxes could repay the investments.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Laurie Hay

ADDRESS: 416 E Lafayette Fayetteville 72701

PHONE #: 521 5060

E-Mail Laurie2854@aol.com

COMMENTS/CONCERNS:

I support development of Technology Park. I feel adequate acre and space is designated for conservation and the recreational area would be ideal for a greatly needed soccer facility for recreational classes and other soccer programs to use. Good presentation

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Tony Patterson

ADDRESS: 614 W. Cleveland Apt. 3

PHONE #: 444.8248

COMMENTS/CONCERNS:

— How was the percentage of developed vs. preserved land determined?

— If this percentage is met, will the wetlands still function properly or even survive?

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CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Fran Alexander

ADDRESS: 1946 Fox Hunter - 72701

PHONE #: 501-442-5307

COMMENTS/CONCERNS:

1. The presentation did NOT approach nor introduce the hydrology of the entire wetland area (All qualities of wetlands) - vital info for making Any further comments on the actual development of commercial areas.
2. Watershed/re-charge issues are the Key to keeping this wetland alive. Without knowing where the recharge takes place underground, you will have no way of determining if + how to build. This project is being described from the ground up. The issue is ground level And below - hydrology, geology, etc. There is no good way to comment without first knowing this impact first.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

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Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Al Vick

ADDRESS: 514 East Rock, Fayetteville, 72701

PHONE #: 587-8412

E-Mail - ADV78@webtv.net

COMMENTS/CONCERNS: I would like to see protective covenants in force for areas which are to be developed. If these plats are re-sold I would still want these covenants in force indefinitely. Additionally, I am concerned about automotive chemicals making their way into the detention ponds. Is there any way to keep this contaminated water away from the Wilson Creek area, Clabber Creek, and the Wetlands? I like the idea of separating the warm water from the creeks and preventing chemical spills via auto accidents from going into Wilson Creek.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Charlcie Tabor

ADDRESS: 2399 Fox Trail, Fayetteville AR 72703

PHONE #: (~~501~~ 479) 442-8099

E-Mail

COMMENTS/CONCERNS:

This looks like a good balanced development with the wetlands. I agree with this plan with the addition of the soccer complex. I believe it would be very compatible with this development. Soccer definitely needs more fields in this city & this is a good chance to take advantage of.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Sammy C. Vaughn

ADDRESS: 3586 Weir Road Fayetteville, AR 72704

PHONE #: (479) 443-5585

E-Mail

COMMENTS/CONCERNS: I like the approach of trying to merge environmental/ecological concerns with progressive development. Growth is necessary and it needs to be planned so that the uniqueness of Fayetteville doesn't cease to exist. I attended this evening to support the need for soccer fields in the area. I feel that a soccer complex will fit nicely into what is planned for this area. Please give the soccer complex consideration as it is desperately needed. Thanks.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Jim Williams

ADDRESS: 1141 E. Ridgeway Fayetteville

PHONE #: 521 3240

E-Mail

COMMENTS/CONCERNS: As a citizen and soccer dad, I support the use of the area north of Clober Creek for a proposed soccer complex. Soccer is growing rapidly in popularity for many reasons, and our area is in need of a viable soccer complex to promote that growth. It would promote organized activities for our children as well as have great potential to bring in tourist dollars.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: LARRY TABOR

ADDRESS: 2399 FOXTRAIL FAYETTEVILLE, AR 72703

PHONE #: 442-8099

E-Mail ltabor1616@aol.com

COMMENTS/CONCERNS:

1) Very much in favor of proposal of EGIS and McClelland, and would support the soccer complex in addition. The balanced use of this valuable resource is strongly encouraged and supported.

L:\1800's\1850.16-F'ville, AR (ART-Am#2)\Presentation\response form.doc

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: MARSHA VAUGHN

ADDRESS: 3586 WEIR ROAD

PHONE #: 479-443-5585

E-Mail

COMMENTS/CONCERNS:

I am in favor of a balance between nature and technology keeping in mind that part of the ~~[illegible]~~ area can be set aside for a soccer park. We are in desperate need of more facilities for our young people. Please keep the wetlands intact as much as possible, remember to try to accommodate us all - Keep Fayetteville Beautiful!

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Van Brahana

ADDRESS: 882 N. Lewis

PHONE #: 575-2570

E-Mail brahana@uark.edu

COMMENTS/CONCERNS: I am enthused to see a true community approach being applied to a fragile ecosystem. The recharge area for Wilson Spring needs to be defined, especially prior to any construction and paving. Upgradient flow needs to be monitored, and controlled, because ~~existing~~ student reports from the northeast show developments already being in the system hydrocarbons from existing business. The U of A has some information, and students would be an excellent source of data collection, GIS input, and monitoring.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Sherri Hamilton

ADDRESS: P.O. Box 9374 Fayetteville, AR

PHONE #: 582-2370

E-Mail sherri@sanctuary.org

COMMENTS/CONCERNS: What type of hydrogeologic studies have been done on the area to determine the negative impact that mitigating the southern "lower quality" wetlands might or will have on the proposed conserved areas?

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Jim Bemis

ADDRESS: Box 1853

PHONE #: 444-9825

COMMENTS/CONCERNS: Questions

1.) Format of meeting predefines public input and frames questions without public open discussion at the meeting

2.) This ain't a "charrette". No design or public creativity

3.) Has there been a historical study of land and water topography?

4.) Is there a longer-term plan to evolve? If so, by what City Department/s. Who's accountable for results of "Charrette" findings. In what forms (over)

(5) Are maps definitive? Which maps are official City documents

(6) Great to see someone who cares enough to give some measured discussion!
I intend this as constructive!

(7) Will this information be on website?

(8) Where does Ackerman's plan for Game + Fish fit in? Good. dan.

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Sharon Hoover

ADDRESS: 12 E Davidson

PHONE #: 582-2900

COMMENTS/CONCERNS:

1) need master street plan at meeting to understand this in context
2) need archaeological survey done on property
3) need topo map of area
4) area to the north - need master streetplan & city planning staff here to discuss future around the site.
5) need information of what kind of activity ~~to~~ will take place there - what mix - recreation, business, commercial?

J:\2002\022108\PublicMtg\CommentForm.doc

6.) suggest PUD plan so that bldgs can be closer together — cluster bldgs — require them to have no trees (limited requirements) because they go vertical & cluster — conservation area serves as their tree preservation

~~7) R3 - Zoning~~

7) Has land use been determined? zoned? how and why?

8) zone R3 — along Dunn Solomon

9) needs to be mixed use!

10) can't do this without planning department

11) don't understand connectivity, how & where the possibilities are

Better – Better – relevant – more info – – more topo –
– the same –
– the worse –

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Sharon Hoover

ADDRESS:

PHONE #:

E-Mail

COMMENTS/CONCERNS:

1) First Question:
what is this land zoned? What is the intent of the land use?
2) I think this session – should be titled – "How shall we decide what the land use should be for this property"
3) Follow Randall Ardent's approach identify all unbuildable site's first – (7 steps)

4) will ~~these~~ small detentions ponds be natural looking?
Can't it be wetlands like Walmart on 6th?

5) how about a group detention wetlands instead of individuals so that each site has more buildable area?

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology Park Project discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be turned in at the Public Meeting or returned to:

EGIS, Inc.
314 South Main Street
Bentonville, AR 72712-5903
Attention: Mr. Manuel Barnes

NAME: Larry Long

ADDRESS: 1577 Starr Drive

PHONE #: 442-0363

COMMENTS/CONCERNS: I'm all for development of the proposed business/technology park. As is the property provides little to the community. As described I would imagine that ecological balanced will be maintained. The overall economic feasibility of the project is a concern, however.

What is feasible & absolutely necessary is the building of soccer fields to support Fayetteville's largest & fastest growing youth sport. I'm hopeful that, whether the business park goes or not, the city ~~should~~ will press on with great haste to design & build the 14-field complex proposed by the soccer community. L. (over)

~~#4~~

~~State Contract~~

soccer

I think it important that the preserve area be made aesthetically beautiful as well as ecologically sound. This will be necessary to attract companies willing to pay the big bucks to locate here. For example, a 5-7 acre pond on the west end of the preserve would be aesthetically pleasing. Thanks

CITY OF FAYETTEVILLE
I-540 BUSINESS/TECHNOLOGY PARK PROJECT
PUBLIC COMMENT FORM

Please use this form to express your comments or concerns regarding the proposed I-540 Business/Technology project off Interstate 540 discussed at the Public Meeting on Thursday, February 28, 2002.

Completed forms can be handed in at the Public Meeting or returned to:

EGIS, Inc.
Attention: Mr. Manuel Barnes
314 South Main Street
Bentonville, AR 72712-5903

NAME: Bruce Manchon

ADDRESS: 234 Oklahoma Way Fayetteville AR 72701

PHONE #: 479/527-6335

E-Mail bmancho@attglobal.net

COMMENTS/CONCERNS:

(1) Next meetings - present data for land allocations

(2) Present future tasks/phases

* (3) Impact (potential) from Landers - (control/purify)

(4) Where are we in process - historically (1990) + present

How did we get here

(5) State funding - how does it factor into decision

* (6) Creek/storm water - contamination vs water to wetlands

(7) What if we don't develop

(8) Complete breakdown of the entire 239 acres

(9) Presentations of different plans - pluses/minuses by plan originators

(10) Explain bidding process ~~for~~ and awards competitive vs sole source

over

(11) Clabber Creek - leave alone or "re-channelize to natural state"
Need more to understand pluses and minuses of each

March 4, 2002

To: Gary Dumas
cc: Mayor Coody, City Council members

From: Andrea Radwell

Re: lst "Charrette" on Business/Technology Park

Please record the following comments regarding the February 28 meeting:

On February 5, I addressed the City Council to express my concerns about authorization of funds to EGIS Environmental Consulting and McClelland Engineering to work on plans for the Business/Technology Park. I received assurances that part of EGIS's responsibilities was to take public comment on various proposals including the proposal made by The Nature Conservancy. For the record, The Nature Conservancy proposal was developed because of concerns expressed in early 2001 about the high cost of wetland development and associated mitigation. The Nature Conservancy offered assistance in developing an alternative plan for a viable business/technology park, minimizing the need for mitigation, providing long-term protection to Wilson Springs, and promoting the site as an example of the compatibility of development and environmental interests. I requested that the proposal receive appropriate public review.

At the first charrette on February 28, Manual Barnes of EGIS Environmental Consulting showed a slide of a scenario that The Nature Conservancy had offered as a starting point for discussion. He announced that the plan was without merit because it was "too ecological." I seriously question whether a paid consultant should be announcing such a decision. This certainly doesn't constitute appropriate public review. I have expressed my concerns about the conflict of interests that exists regarding EGIS's direct involvement in planning decisions, and I feel that the actions taken on the evening of February 28 substantiate my concerns – the more mitigation that is done, the larger the EGIS contract will be.

I would like to recommend that a public input session be held in which all questions and concerns of interested parties can be aired. The format of the first "charrette" does not serve those purposes. Representatives of EGIS and McClelland should be present to field questions, but City officials should take responsibility for seeing to it that all points of view receive consideration. The Chamber of Commerce has grant money for this project, but the taxpayers are expected to pitch in substantial amounts of money as well. Taxpaying citizens should have a voice in the decision-making process.

I have been in communication with US Fish and Wildlife Service and the American Fisheries Society Arkansas State Chapter regarding recommendations to preserve Wilson Springs and the Arkansas darter. The AFS has drafted a position statement. It is under review and is forthcoming.

Thank you for consideration of these comments.

Andrea Radwell

Andrea Radwell, 2233 Elaine Avenue, Fayetteville 443-6539 aradwell@uark.edu

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED: City council authorize Mayor Coody to sign application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial District Drug Task Force. This grant has been utilized for the past eleven years to provide personnel to investigate narcotic trafficking cases in Washington and Madison Counties. The City's matching funding requirement for this grant will not exceed the $50,000.00 included in the 2002 Annual Budget.

COST TO CITY:

$50,000.00	$50,000.00	Transfer to Drug Enforcement
Cost of this Request	Category/Project Budget	Category/Project Name
1010-2900-7602.93	00.00	Drug Enforcement
Account Number	Funds Used To Date	Program Name
	$50,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

as to budget available for match.
Budget Manager 2-26-02 Administrative Services Director

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

Marsha Farthing 2/26/02
Accounting Manager Date Internal Auditor Date

2/26/02
City Attorney Date ADA Coordinator Date

2-26-02
Purchasing Officer Date Grants Coordinator Date

STAFF RECOMMENDATION:
Approval of grant application for Mayor Coody's signature.

Division Head Date

- Asst Chief 2-26-02
Department Director Date

2/26/02
Administrative Services Director Date

Dan Coody 2/25/02
Mayor Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description Drug Enforcement Grant Application Meeting Date March 5, 2002

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

To: Mayor Dan Coody

From: Assistant Chief Rick Hoyt R. Hoyt

Subject: Application for Continuation of Drug Enforcement Grant

Date: February 25, 2002

Attached is the Drug Grant Application for the period of July 1, 2002, through June 30, 2003. This is the primary funding for the Fourth Judicial District Drug Task Force (DTF). Due to time constraints to meet both the application deadline and the City Council agenda deadline I am asking you to approve this application based on the city's matching funds not to exceed $50,000.00 as included in the adopted 2002 budget. The actual budget for this grant application is still being compiled and will be included in the award document the council will be asked to adopt before accepting the grant.

The total grant application is expected to be between $280,000.00 and $300,000.00. The balance of the matching funds will be provided by the other 11 agencies participating in the DTF. As you know the DTF serves all of Washington and Madison Counties with five investigators assigned by various entities.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

	2. DATE SUBMITTED 3/14/02	Applicant Identifier
1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 01-0014

5. APPLICANT INFORMATION

Legal Name: CITY OF FAYETTEVILLE	Organizational Unit: Fayetteville PO
Address (*give city, county, State, and zip code*): 113 W. Mountain Street, Fayetteville, Washington, Arkansas	Name and telephone number of person to be contacted on matters involving this application (*give area code*): Judy Cohea, Fiscal Officer 479-587-3510

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

7. TYPE OF APPLICANT: (*enter appropriate letter in box*) ☐

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

8. TYPE OF APPLICATION:

☐ New ☒ Continuation ☐ Revision

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

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other(*specify*): ______

9. NAME OF FEDERAL AGENCY: U.S. Department of Justice, Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16-579

TITLE: Edward Byrne State and Local Law Enforcement Assistance and Formula Grant

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Multijurisdictional Drug Task Force

12. AREAS AFFECTED BY PROJECT (*Cities, Counties, States, etc.*): Washington and Madison Counties

13. PROPOSED PROJECT

Start Date	Ending Date
07/01/02	06/30/03

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
Third Congressional District	Third Congressional District

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ .00

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

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

DATE 03/14/02

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

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

a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Dan Coody	Mayor	(479) 575-8330
d. Signature of Authorized Representative		e. Date Signed

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

GENERAL PROJECT INFORMATION
(Form IGS 1)

1. Applicant Agency: Fayetteville Police Department

   Address: P.O. Box 1988, Fayetteville, AR 72702-1988

2. Project Director: Lieutenant Tim Helder Tele # 479-587-3502 Fax # 479-587-3522

   Address: P.O. Box 1988, Fayetteville, AR. 72702-1988

   E-Mail Address: THelder@Fpd.city.fay.ar.us

3. Fiscal Officer: Judy Cohea Tele # 479-587-3510 Fax # 479-587-3522

   Address: P.O. Box 1988 Fayetteville, AR. 72702-1988

   E-Mail Address: Cohea@fpd.city.fay.ar.us

4. Project Period: From 07/01/02 To 06/30/03

5. Federal Purpose Number: 2 Approved Program Abstract Title Multijurisdictional Task Force

6. Identify Counties and/or Cities in Which Program Will Operate: Washington and Madison Counties, Arkansas

7. If the Project is Multi-County/City indicate the Contracting Applicant Agency

   City of Fayetteville

   Other Involved Agencies Washington County Sheriff, University of Arkansas, Fayetteville Cities of Springdale, Prairie Grove, Lincoln, Farmington, West Fork Greenland, Johnson, Elm Springs, Elkins and 4th Judicial Prosecutor

8. Population or Clients to be Served 171,958

9. This Program will be a ____ New Activity, ____ Enhancement of Existing Activities,

   or x Continuation of Project # 01-0014 Ending Date 06-30-02

10. Federal Funds Requested $ ____ State Match $ ____

    Local Match $ ____ Total $ ____

11. Prior 12-Month Budget for the Service or Activity ____

12. Source of Matching Funds Individual participating agencies will provide appropriation documents to be included

13. Project Summary Continue the multi-jurisdictional Task Force with five member Control Group representing all law enforcement agencies in Washington County. Target major narcotics distributors with an emphasis on methamphetamine dealers and manufactures. Also, continue to maintain a data base of drug related information received from all law enforcement agencies in Washington and Madison Counties. To prevent duplication of investigations between agencies and to provide information to other local law enforcement agencies.

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

1. The applicant assures that federal drug law enforcement funds made available under the Anti-Drug Abuse Act will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities;

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Bureau of Justice Assistance and the Department of Finance and Administration shall prescribe shall be provided to assure fiscal control, proper management, and effective disbursement of funds received under the Act;

3. The applicant assures that it shall maintain such data and information and submit the prescribed reports in the prescribed formats at the prescribed times as the Bureau of Justice Assistance and the Department of Finance and Administration may require;

4. The applicant assures that at the end of each federal fiscal year that the project is in force, and at the end of the project period, it will submit a performance report to the Department of Finance and Administration in a manner to be prescribed;

5. The applicant certifies that the program contained in this application meets all the requirements, and that all the information is correct, and that the applicant will comply with all provisions of the Anti-Drug Abuse Act of 1986 and all other applicable state and federal laws;

6. The applicant assures that before any budgetary or programmatic amendment is made to an approved program, it will submit such an amendment to the Department of Finance and Administration for review;

7. The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the non-discrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;

8. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs;

9. The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein;

10. The applicant assures that it will comply with the provisions of the Department of Finance and Administration's "Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines";

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

11. The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

12. The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements;

    (A) as may be necessary for the Department of Finance and Administration to comply with the 1996 Single Audit Act Amendments and Circular A-133, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and

    (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations;

13. The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information;

14. The applicant assures that both federal and matching funds used for this project will be used exclusively to support defined drug law enforcement activities, and will not be used to support any general purpose law enforcement or other activity maintained by the applicant;

15. The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings at least monthly, and will provide the State Drug Director with copies of the agenda and minutes of each meeting;

16. The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations.

17. The applicant assures that all proposals for out of state travel for conference and training will be submitted to the Arkansas Alcohol and Drug Abuse Coordinating Council for approval prior to any expense being incurred.

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 3 of 3

CERTIFICATION

I certify that the program proposed in this application meets applicable requirements of the Anti-Drug Abuse Act, that all the information presented is correct, and that the applicant will comply with the provisions of the Act and all other applicable federal laws and applicable state laws and regulations.

(Signature of Contracting Official) (Date)

Dan Coody
(Typed Name)

Mayor
(Title)

113 W. Mountain
(Address)

Fayetteville, AR. 72701

(479) 575-8330
(Area Code/Telephone Number)

(479) 575-8257
(Area Code/Fax Number)

CERTIFICATION OF TIME AND EFFORT

As chief executive officer of the applicant government or agency for the attached Drug Law Enforcement Program subgrant, I hereby certify that:

(1) All persons employed as regular employees of the applicant and paid from grant and/or grant matching funds will provide full services to the grant funded project in concert with their status (full-time, part-time, etc.) and the salary paid from grant and/or grant matching funds. All such employees will routinely prepare and submit to the employing agency for retention an Employee Disclosure Form. Such forms will be updated and signed by the employee and verified by his/her supervisor.

(2) All persons working under contract with the subgrantee who are paid from grant and/or grant matching funds, and who are providing services to the grant funded project, will be required to execute a formal contract for services that specifies (a) the work to be performed; (b) the location(s) of such work; (c) the rate and frequency of payments to the contractor; (d) the availability of the contractor to the contracting agency; (e) the provision of workspace, equipment, supplies, and assistance to the contractor; (f) a method for the routine reporting of progress and accomplishments; and (g) any other provision necessary for a clear statement of mutual contractual obligations. All such persons will also be required to execute a Contract Labor Disclosure form, which will be kept up-to-date and available for inspection in the files of the subgrantee.

(Signature of Official)	(Date)
Dan Coody	Mayor
(Typed Name)	(Title)

113 W. Mountain
(Address)

Fayetteville, AR. 72701

(479) 575-8330	(479) 575-8257
(Area Code/Telephone Number)	(Area Code/Fax Number)

EMPLOYEE DISCLOSURE FORM

Judy Cohea
Employee Name

Fiscal Officer/Financial Analyst
Official Job/Position Title *

Check One: x Part-time position totaling 12 hours per calendar week (federal and/or cash matching contribution)

____ Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: ____ Non-Exempt x Exempt

PROPOSED		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ____	____%
Employee fringe from Byrne subgrant funds:	$ ____	____%
Employee salary from other sources: City of Fayetteville (Source)	$ ____	____%
Employee fringe from other sources: City of Fayetteville (Source)	$ ____	____%
Total employee annual salary from all revenue sources:	**$ ____**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

Cara Murdoch
Employee Name

Secretary
Official Job/Position Title *

Check One: ____ Part-time position totaling ______ hours per calendar week (federal and/or cash matching contribution)

x Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: x Non-Exempt ____ Exempt

PROPOSED		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ______	______%
Employee fringe from Byrne subgrant funds:	$ ______	______%
Employee salary from other sources: City of Fayetteville (Source)	$ ______	______%
Employee fringe from other sources: City of Fayetteville (Source)	$ ______	______%
Total employee annual salary from all revenue sources:	**$ ______**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

# 154	Operations Coordinator/Sergeant
Employee Name	Official Job/Position Title *

Check One: _____ Part-time position totaling ______ hours per calendar week (federal <u>and/or</u> cash matching contribution)

__x__ Full-time position totaling forty (40) hours per calendar week (federal <u>and/or</u> cash matching contribution)

Federal Fair Labor Standards Act Classification: __x__ Non-Exempt _____ Exempt

PROPOSED		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ________	________%
Employee fringe from Byrne subgrant funds:	$ ________	________%
Employee salary from <u>other</u> sources: City of Fayetteville (Source)	$ ________	________%
Employee fringe from other sources: City of Fayetteville (Source)	$ ________	________%
Total employee annual salary from <u>all revenue sources</u>:	**$ ________**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

# 170	Task Force Officer/Corporal
Employee Name	Official Job/Position Title *

Check One: _____ Part-time position totaling _______ hours per calendar week (federal <u>and/or</u> cash matching contribution)

_x_ Full-time position totaling forty (40) hours per calendar week (federal <u>and/or</u> cash matching contribution)

Federal Fair Labor Standards Act Classification: _x_ Non-Exempt _____ Exempt

<u>PROPOSED</u>		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ________	________%
Employee fringe from Byrne subgrant funds:	$ ________	________%
Employee salary from <u>other</u> sources: City of Fayetteville (Source)	$ ________	________%
Employee fringe from other sources: City of Fayetteville (Source)	$ ________	________%
Total employee annual salary from <u>all revenue sources</u>:	**$ ________**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

Springdale Officer	Task Force Officer
Contract Laborer Name	Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: City of Springdale (Source)	$	%
Employee fringe from other sources: City of Springdale (Source)	$	%
Total Contractor income from all revenue sources:	$	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CER-4 Contract Labor Disclosure Form

CONTRACT LABOR DISCLOSURE FORM

Washington County Officer	Task Force Officer
Contract Laborer Name	Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: Washington County (Source)	$	%
Employee fringe from other sources: Washington County (Source)	$	%
Total Contractor income from all revenue sources:	**$**	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CER-4 Contract Labor Disclosure Form

CONTRACT LABOR DISCLOSURE FORM

University of Arkansas Officer	Task Force Officer
Contract Laborer Name	Position Title

Description of duties under contract: Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$____	____%
Other costs billed by Contractor:	$____	____%
Employee salary from other sources: U of A Fayetteville (Source)	$____	____%
Employee fringe from other sources: U of A Fayetteville (Source)	$____	____%
Total Contractor income from all revenue sources:	**$____**	**100%**

I hereby certify that the foregoing is true and correct.

____
(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

Rural Officer
Contract Laborer Name

Task Force Officer
Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: * See below (Source)	$	%
Employee fringe from other sources: * See below (Source)	$	%
Total Contractor income from all revenue sources:	$	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

* The local expense is divided equally among the following cities Prairie Grove, Lincoln, Farmington, West Fork, Greenland, Johnson, Elm Springs, Elkins and Washington County.

CERTIFICATION OF AUDIT COST

As the Contracting Official for a Drug Law Enforcement Program subgrant to the organization listed below, I certify that the OMB Circular A-133 audit status is an accurate projection of federal fund expenditures for the fiscal year impacted by this grant, based on information presently available to me. Based on these projections, the audit status of the referenced organization will be as indicated below.

_____ AUDIT STATUS ONE: PROJECT AUDIT COST

The applicant agency will expend less than $300,000 from all federal sources during its fiscal year. The Department of Finance and Administration will contract for audit services applicable to the Drug Law Enforcement Program subgrant. The applicant will not budget audit funds.

__X__ AUDIT STATUS TWO: OVERALL SINGLE AUDIT COST

A single audit must be procured by the applicant agency when the applicant agency expends $300,000 or more in federal funds from all sources during its fiscal year. Under these circumstances, the applicant agency may take one of two courses in paying for single audit costs. Check either (A) or (B) below to show your intent.

(A) __x__ The applicant agency will pay for the cost of the single audit from its own resources.

(B) ____ The applicant agency will develop an equitable formula for assigning single audit cost to each federal program from which grants are received.

If you checked item (B), complete the grants listing below for your most recent fiscal year, even if you must use estimated data. This information will serve to verify the need for a single audit of your finances during the fiscal year this grant will be active.

FEDERAL FUNDS EXPENDITURES

Name of Federal Agency	Most Recent Fiscal Year	Federal Dollars Expended

(Use supplementary listing if needed)

ESTIMATED TOTAL COST OF SINGLE AUDIT $ ____________________

ESTIMATED SHARE OF SINGLE AUDIT COST
TO BE PAID WITH DLEP GRANT FUNDS $ ____________________

Dan Coody	Mayor
Printed Name of Contracting Official	Title and Organization
Signature	Date

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the "State of Arkansas Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines."

Date: 03/14/02

Signature: Helder
Project Director

PROCEDURES – Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements detailed in Chapter 4 of the Guidelines Manual referenced above. Prior approval is required to deviate from these elements.

CER-7 Debarment

INSTRUCTIONS FOR CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, LOWER TIER COVERED TRANSACTIONS (Sub-Recipient)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CER-7 Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBLITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dan Coody, Mayor
Name and Title of Contracting Official

Signature

03/14/01
Date

City of Fayetteville
Name of Organization

113 W. Mountain Street
Address of Organization

Fayetteville, AR. 72701

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within 10 days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

City of Fayetteville Police Department

City of Fayetteville
Organization Name

Dan Coody, Mayor
Name and Title of Contracting Official

Signature

03/14/02
Date

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1592, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with <u>this</u> Federal contract, grant loan, or cooperative agreement, the undersigned shall check here _____ and complete and submit Standard form # LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

City of Fayetteville	Dan Coody
113 W. Mountain St.	Mayor
Fayetteville, AR. 72701	03/14/02
Name and Address of Organization	Signature, Date and Typed Name of Contracting Official

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy.

   For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CERTIFICATION REGARDING MANDATORY ATTENDANCE AT DESIGNATED TRAINING EVENTS SPONSORED BY THE ARKANSAS ALCOHOL AND DRUG ABUSE COORDINATING COUNCIL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree that Law Enforcement personnel who work under my authority for purposes identified in the grant, and who are paid in part or in full from federal grant funds or state or local grant matching funds will attend training programs which are developed and sponsored by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council. The Department of Finance and Administration will inform me of the dates, times, places and the nature of any such training designated as mandatory by the Law Enforcement Committee.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CERTIFICATION OF COMPLIANCE WITH FAIR LABOR STANDARDS ACT

As the contracting official for a grant awarded by the Arkansas Alcohol and Drug Abuse Coordinating Council through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree to comply with the provisions of the federal Fair Labor Standards Act regarding the preparation and retention of time and attendance records affecting persons employed through financial assistance provided by this grant.

I am aware that this grant provides only for the payment of regular salaries and fringe benefits for positions shown in "General Project Information" of the grant award, unless specifically approved otherwise by the State Drug Council. Consequently, by acceptance of that grant award, I assume full responsibility for any compensatory time allowance or overtime pay obligations for persons employed within the project funded by this grant.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CERTIFICATION REGARDING QUARTERLY REPORTING OF PROGRAM INCOME AND EXPENDITURES

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) I will prepare and submit information, in a form prescribed by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council and the Department of Finance and Administration, regarding program income made available to the grant funded project for its use. Program income and expenditures from program income will be maintained for each source of such income and each item of expenditure. Program income revenue and expenditures will be transmitted to the Department of Finance and Administration by the 15th day of the month following the end of each calendar quarter.

Dan Coody
Printed Name

Mayor
Title

____
Signature of Contracting Official

3/14/02
Date

CONFLICTS OF INTEREST

Personnel and other officials connected with federally-funded programs shall adhere to the following requirements:

ADVICE. No official or employee of a State or unit of local government or a non-governmental recipient/subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

APPEARANCE. In the use of federal project funds, officials or employees of State or local units of government and non-governmental recipient/subrecipients shall avoid any action which might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; or
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Certification

As a potential subgrantee of federal funds through the Edward Byrne Memorial State and Local Law Enforcement Formula Grant Program, I certify that I have read, understand and agree to comply with the above provisions regarding conflicts of interest.

]

Dan Coody	
Typed Name	Signature of Contracting Official
City of Fayetteville	3/14/02
Organization	Date

THE CITY OF FAYETTEVILLE ARKANSAS

1st Annual Fayetteville/ Washington Summit

February 26, 2002

Table of Contents

Arkansas Research & Technology Park

Issue

According to the Milken Institute's 2001 New Economy Index, Arkansas ranks last among the 50 states in its preparedness to engage in growth opportunities arising from the New Economy. To avoid falling further behind in its ability to compete in an economy increasingly reliant on technology, Arkansas must foster the development of companies that constantly innovate and integrate technology in the workplace. Sustaining a culture of innovation requires a robust research and development infrastructure that can provide technology-intensive companies access to leading-edge research investigators and facilities. Consequently, the State of Arkansas, the Northwest Arkansas region, the City of Fayetteville and the University of Arkansas are forming an alliance to create the Arkansas Research & Technology Park (ARTP) to provide an interactive environment for technology companies to grow and prosper.

Support Requested

Assistance is requested to match the investment committed by the community, the region, and the University in nurturing the development of the State's intellectual infrastructure. This local investment is estimated to be $120,000,000. Additional funding for assisting in the creation of the physical infrastructure is necessary. The estimated need is $11,900,000.

Background

The implementation of these improvements will not only promote the viability of the Arkansas Research & Technology Park but will provide a framework for consideration of a Tax Increment Financing District as a vehicle to finance further redevelopment and encourage private enterprise to participate in community improvements.

Ensuring that the Arkansas Research & Technology Park achieves its goal of stimulating a technology-based economy for Arkansas requires strengthening the physical infrastructure in and around the Arkansas Research and Technology Park. These improvements are essential to encourage the development of complimentary services and industries and to create a world-class research park. It should be emphasized that making these improvements will not only enhance the success of the Arkansas Research & Technology Park, but will revitalize a large, blighted mixed use section of the City.

"Today's economic reality is that high-tech decisions made in Arkansas play a larger role in boosting America's productivity than decisions made in Silicon Valley or Seattle," says Michael Schrage, a Fortune Magazine columnist and a research associate at the MIT Media Lab in *Technology Review* March 2002, speaking of the impact that Wal-Mart has on the movement of technology into business practice and the marketplace. The objective of this Arkansas Research & Technology Park is to build on our assets and help to move the entire State into the New Economy.

Author:

Phil Stafford, University of Arkansas

Priority 1

College Avenue Capacity and Safety Improvements

Issue

College Avenue, US 71Business, is a part of the historic north/south route through the Ozarks of northwest Arkansas. It is the primary north-south route through historic-central Fayetteville. From South Fayetteville to Downtown to the north City Limits, this 10-mile route is historically developed with highway strip commercial businesses to serve the travelers along then US 71. This historic development has created patterns of buildings and driveways that now greatly affect the safety, capacity, and efficiency of the roadway. This business route is currently well utilized with over 34,000 vehicles per day and with 2,345 vehicles during the peak travel hour. Many commuters use this route as they travel to and from the jobs and communities to the north. This high volume/high speed roadway that bisects the community offers no safe haven for pedestrians or children on their way to school. Business 71 has 4-lanes of inconsistent width, a dangerous center left turn lane, and almost continuous driveway openings. This thoroughfare has a high accident rate and provides marginal level of service. These factors contribute to a declining economic viability along the entire corridor.

Support Requested

City of Fayetteville is requesting assistance to plan and develop an urban travel corridor that will safely and effectively serve the adjacent businesses and roadway users. Planning costs are estimated to be $200,000, with phased engineering and implementation. Phase 1 is estimated at $25,000,000. The project goals are as follows:

- consistent lane widths
- improved street lighting
- redesigned medians
- access control with shared parking lot egress
- utility relocation
- landscaping
- safe travel corridor that can adequately handle peak capacity

Other possibilities might include alternative modes of travel connecting Fayetteville to its regional neighbors to the north.

Background

The Northwest Arkansas region is one of the fastest growing urban areas in the nation. This growth has come on unexpectedly, not allowing the individual communities nor the region the opportunity to adequately provide the transportation infrastructure necessary to accommodate the growing transportation needs. This growing need is compounded by the mountainous nature of the region, which greatly restricts the development of transportation corridors. The geography of the region has also generally restricted the sprawl of urban development keeping population densities relatively compact. Development of appropriate travel corridors will help to create a sustainable economy and preserve the natural environment of this part of Northwest Arkansas.

Author:

Gary Dumas, City of Fayetteville
Shelli Rushing, City of Fayetteville

Priority 2

Illinois River Watershed Rehabilitation and Removal of Non-point Source Pollution

Issue

The Illinois River is a vital water resource for many Oklahoma communities. The State of Oklahoma and the communities that take potable water from the Illinois River have great concerns about the quality of their drinking water and about the long-term viability of the recreation and economic benefits that the Illinois River provides. The headwaters of the Illinois are in Fayetteville, Arkansas. According to a 2001 report by the USGS, nutrient concentrations and nutrient yields were 10 to 100 times greater than the national average for undeveloped basins. Total phosphorus concentrations were about 10 times greater and total nitrogen concentrations were up to 100 times greater. This area has a large agricultural base that is generating non-point source run-off that is carrying the element phosphorus. The combined effects in the drainage basin create elevated levels downstream that have deleterious consequences on water quality.

Support Requested

The ideal solution will consist of two phases; education and mitigation. Assistance is necessary to develop an effective strategy that will combine these elements into a coherent package, which will attack both the current problems and the long-term consequences. Public access to view the process as well as the results will be an important component to achieve long-term solutions. An education program will be combined with a plan to create wetlands mitigation and buffer zones along the Illinois and its tributaries and create mechanisms that will lead to a systemic change in agricultural practices to minimize future problems.

Background

The City of Fayetteville discharges one-half of its urban wastewater effluent into tributaries of the Illinois River. Historically this effluent discharge has contributed 1½ % to the total phosphorus loading of the River. With the completion of a second $120,000,000 sewer treatment plant and improvement program, currently funded, the City of Fayetteville, even though doubling its wastewater effluent discharge, will not be increasing its phosphorus contribution to the Illinois River. The City of Fayetteville takes seriously the potential impacts that the urban environment can have on the natural environment. The City is doing everything feasible from an engineering prospective to secure a reduction in nutrient loading of the River, but significant improvement can only be made with area-wide initiatives. The excessive loading is created by non-point agricultural practices of the region. This nutrient loading must be remediated, but this change can only occur when the incentives to improve the water quality are important enough to overcome the cost of improving current agricultural practices. This proposed strategy will improve our river's health, our relationship with Oklahoma, and save us millions of dollars in future mitigation costs.

Authors:

Gary Dumas, City of Fayetteville
Steve Hatfield, City of Fayetteville

Priority 3

Fayetteville Regional Wastewater System Improvements

Issue

Service area expansion, stringent environmental standards, and aged, deteriorated infrastructure have severely taxed the wastewater treatment resources of Northwest Arkansas communities. The City of Fayetteville provides regional wastewater facilities to serve multiple jurisdictions in the Northwest Arkansas region.

In 2001, a public referendum for $120 million was approved by the citizens of Fayetteville to correct and expand treatment facilities, but will not replace deteriorated wastewater conveyance systems. As the regional provider of treatment services, the City of Fayetteville not only provides treatment but is also responsible for maintenance of multiple regional conveyance subsystems. Available financial resources are fully committed to meeting regulatory discharge regulations and fall short of meeting the needs of the deteriorated regional conveyance system.

The region's highly corrosive soils have devastated buried piping, causing groundwater intrusion, sewage leakage to groundwater and piping failures. The multi-jurisdictional issues coupled with the absence of financial resources, renders this an ongoing catastrophe. Piping networks are of such poor condition as to increase base sewage flows by more than 56% because of such extraneous waters. The correction of this deteriorated pipeline infrastructure can provide a buy-back of capacity allowing the funded treatment plant renovation and new construction to meet the expanding needs of the region without future additional plant expansion and will permit a reversal of the downward spiral of infrastructure condition. Due to the multiple jurisdictions, and the existing financial burden from the locally supported $120 million improvement program, paid for by sales tax receipts from only 58,000 residents, the regional wastewater utility is seeking federal assistance.

Support Requested

The regional wastewater utility is seeking $50 million to fund a one-time infrastructure rehabilitation and replacement program, the work to benefit all service jurisdictions based upon levels of need. This funding will provide a one-time recovery for the communities, enabling the current operation, maintaining, and replacement programs to keep pace with system depreciation. This funding will free local resources committed to symptoms and allow available local funds to also be applied towards correction providing a match toward the requested federal funding.

Background

Regional infrastructure needs are growing at exponential rates, creating critical environmental concerns over ultimate impacts. This request would allow a demonstration of the true economy of system rehabilitation and reconstruction, providing factual data for use by other public utility systems. This project would allow innovative use of technologies and products. This request has ideal conditions for a demonstration project due to sensitive environmental conditions, multi-jurisdictional issues, and high potential for national application.

Author:

Greg Boettcher, City of Fayetteville

<u>**Priority 4**</u>

Affordable Home Ownership Program

Issue

Twenty percent of Fayetteville's housing stock is more than 40 years old, with more than 57.8% renter occupied. The City of Fayetteville desires to create an affordable home ownership program. This program will include rehabilitation of distressed housing and sale to low-income families who are first time homebuyers. The program will include the rehabilitation of scattered site housing and the creation of a subdivision into which distressed housing will be relocated, rehabilitated, and sold. The program would also include forgivable down payment loans to provide necessary assistance to these low-income and very low-income families.

Support Requested

The City of Fayetteville requests a special purpose grant appropriation in the amount of $3,000,000 to begin a "homeownership opportunities" program for low-income families and to strengthen neighborhoods.

Background

The City of Fayetteville has identified a local need for affordable home ownership for low-income families. The city desires to create a program to proactively assist in low-income home ownership by creating a program that assists low-income families who have adequate monthly income to support monthly mortgage payments but cannot garner adequate savings for a down payment.

This program will have additional impacts in the rehabilitation and sale of scattered site houses as these homes are converted from rental properties to owner-occupied homes strengthening the fabric of the neighborhoods.

The program is to assist first-time home purchasers who would not otherwise be able to obtain mortgage financing because they lack sufficient down payment. The program would provide up to a $5,000 loan to be used as a down payment for qualified low-income families. The loan would be forgiven incrementally over a 10-year time-period as long as the family continues to reside in the home. The program would allow applicants to purchase homes on the market, in the affordable price range in any neighborhood of the City. The City will also be providing homes for sale as it rehabilitates and/or relocates them to its new reused home subdivision.

Author:

Gary Dumas, City of Fayetteville

Priority 5

Regional Transportation System Alternatives

Issue

Washington and Benton Counties in Northwest Arkansas are one of the fastest growing urban areas in the nation. The transportation system is struggling to maintain a reasonable level of service and safety. Simultaneously, the communities are struggling to provide at least a minimal level of public transportation for those with no other source of travel to work, medical treatment, or just basic services. Public transportation at our current service level fails to meet the needs of any greater population group than those who have no other alternative. The conundrum is that while the highway and street system is failing to keep up with the needs of the automobile users, the public transportation system is only marginally providing service to its users. These problems are coupled with the general lack of interest of most automobile drivers in using public transit even when it provides efficient and convenient service.

Support Requested

The City of Fayetteville desires to be a leader in efficiency, economy and in preserving natural resources. For this reason the City desires to be a leader in helping to provide a regional transportation solution to a growing transportation dilemma. The City of Fayetteville can provide the leadership in addressing this regional problem but resources are necessary to create the regional partnership and begin to address the situation.

Background

Northwest Arkansas has grown rapidly, merging many small independent communities into one heterogeneous urban area. The concept of regionalism is being nurtured but has yet to overcome the historic independence of the individual cities of the region. As the economic engine of Northwest Arkansas continues, transportation will become even more critical. If the transportation issues are not resolved, the future economy will not fully reflect its past growth and robust nature.

Author:

Gary Dumas, City of Fayetteville

<u>Priority 6</u>

Drake Field Airport Redevelopment

Issue

Fayetteville's Municipal Airport, Drake Field, represents a very significant financial investment for both the Federal Government and the City of Fayetteville. The Airport served as the region's commercial service airport until 1999, when a new regional airport opened approximately 30 miles to the northwest. This opening relegated Drake Field to an underutilized general aviation status. The infrastructure remains and has the capacity to support major operations from commercial and cargo carriers to training, commuter, and charter companies. This asset-a fully functioning commercial airport property-can and should be an economic stimulus for the community. The Federal and Local investments that have been previously expended must be preserved and capitalized upon.

Support Requested

Initially the support requested is limited to funding which will assist with the timely transition of this commercial airport to a general aviation facility. This support would be similar to military base closure assistance. Staff is working diligently to create new revenue streams to cover operational costs, but requires assistance in the form of an annual operating grant of $200,000 per year for the next five years to offset the expenses incurred in the recovery effort and to capitalize upon earlier investments that have been made.

Background

Drake Field opened in 1942, as a military training facility. It became a commercial airport in 1953. Over the years, Federal dollars, matched appropriately with local and state investments, have been spent to create a well-designed and convenient airport. During the 1990's, several improvements were constructed at Drake Field. These included: land acquisition, infrastructure improvements, obstruction removal, and ramp repairs. A major runway and taxiway rehabilitation is currently underway. From 1994 through today $6,814,145 of federal, state and local funds have been invested, all during the design, construction and opening of the new regional airport, XNA.

In the current environment, the City of Fayetteville is not able to maintain the infrastructure in place at Drake Field. Just maintaining grounds and tenant services is a marginal activity. The rationale for this request is that the FAA funded the growth and expansion of Drake Field and then funded the development of the new regional airport. This has left a tremendous asset if it can be redeveloped appropriately or it has left a tremendous liability -- an approximate $100,000,000 investment with little current value.

Author:

Ray Boudreaux, City of Fayetteville
Gary Dumas, City of Fayetteville

Priority 7

Seed Capital Fund - - Early Stage Development

Issue

The City of Fayetteville and the State of Arkansas lag behind the nation in the modernization of our industrial and technological establishment. The City and University of Arkansas are beginning to provide the physical and intellectual infrastructure necessary to encourage this transition from a primarily agri-economy to a more balanced agri-business and technology/communication/transportation-based economy in Northwest Arkansas.

Support Requested

The City of Fayetteville is requesting support to establish a Seed Capital Fund for Early Stage Development. This fund would be used to assist in the creation of viable businesses by providing capital necessary to move ideas from university research into the business incubator and into market development. Seed Capital Fund would be provided as grants, loans, and ownership interests, depending upon the variables of each unique business proposal. Funding needs for the Seed Capital Fund pool are estimated to be $7,500,000.

Background

The City and the University of Arkansas are both investing in creating an atmosphere that will allow this market transition to occur. These efforts include creating a University of Arkansas based Research Park which will provide the intellectual capital and business incubator necessary to foster entrepreneurial growth. The University-based Research Park will also provide opportunities for growth of appropriate businesses within the Park complex. Supporting this effort, the City of Fayetteville is developing a business and technology park that will allow the expansion of the entrepreneurial businesses that may need additional space as they move into implementation of their business plan.

Author:

Gary Dumas, City of Fayetteville

Priority 8

Skull Creek Urban Environmental Mitigation of Non-Point Pollution

Issue

Skull Creek is an urban tributary to the Illinois River. The Illinois River flows from Arkansas into the State of Oklahoma. The State of Oklahoma and the communities that take potable water from the Illinois River have great concerns about the quality of their drinking water and the long-term viability of the recreation and economic benefits that the Illinois River provides. Skull Creek, like many creeks in urban areas, has succumbed to the pressures of ongoing development and the continuous inundation of trash and pollutants that find their way into the creek. The result has been that Skull Creek has become a significant contributor to non-point source pollution of the Illinois River.

Support Requested

The cleanup of our waterways is an important national and local objective. Support is requested to implement several demonstration projects to serve as educational components for a larger systemic and cultural change. These demonstration projects will focus on a multi-faceted approach to urban stream restoration and enhancement. The public will be encouraged to experience the processes as well as the results of these projects. The projects will incorporate natural stream bank restoration, impervious area storm water mitigation, on-site storm water filtration, and green corridor buffering. The benefits will include increased public awareness, plant and wildlife migration corridor enhancement, reduced pollution, and provide a proving ground for emerging watershed rehabilitation methods. The estimated funding requirement for this multi-faceted project is estimated to be $6,400,000.

Background

Scull Creek is a spring-fed creek that traverses the City of Fayetteville from south to north and is located in the heart of residential as well as commercial areas. Many businesses have located in close proximity to the creek banks causing severe erosion and illegal dumping. The creek runs near the University of Arkansas, adjacent to commercial business districts and multi-family complexes. The water and pollutants from Scull Creek degrade the quality of this otherwise beautiful creek that flows into the Illinois River.

Author

Steve Hatfield, City of Fayetteville
Gary Dumas, City of Fayetteville

<u>Priority 9</u>

Emergency Services Dispatching

Issue

Currently Emergency Services Dispatching for the City of Fayetteville is fragmented with the Police and Fire Department dispatching housed in Police Headquarters. The existing facility has limited space for expansion, with no room available for increased staffing or the installation of additional call taker stations. The dispatching center for the City's Emergency Medical Services transport provider is housed in a separate facility over a mile away and contact between the two agencies is made through telephone and radio communication links. The fragmented nature of this system produces inconsistency in dispatching protocols, dropped or missed calls for service and significantly reduces the likelihood of accountability and effective customer service at this initial point of contact for citizens requesting emergency service.

Support Requested

In order to facilitate a more consistent communications process, better serve the Citizens of our community, utilize updated technological programs, ensure the current and future needs of our community are met, and provide a smooth and secure emergency communications system in the wake of the recent Sept. 11, 2001 disaster; it will be necessary for the City of Fayetteville to request Federal assistance for the construction of a centralized Public Safety Communications Center. This system will also serve as a multi-jurisdictional partnership between the City of Fayetteville and Washington County.

Background

Historically, the City of Fayetteville has operated with a decentralized Public Safety Communications program. As previously mentioned, the Police Department provides dispatching service for both the Police and Fire Department, with the local EMS provider housing its own dispatching center in a separate facility with the EMS agency also providing dispatching services for many of the rural Fire and EMS agencies in the region. This compounded call volume creates the likelihood of a breakdown in communications between the City Communications Center and Central EMS. This breakdown then results in missed or dropped calls for service.

In the current environment, the City is experiencing a rapid growth rate, which drives the need for a more efficient and effective method of dispatching calls for service. A combined Police-Fire-EMS Communications Center will remove the likelihood of fragmentation in communications, facilitate a more proficient method of providing emergency services communications, set the standard for communications centers throughout the region and ensure the citizens of our community receive the most efficient and effective service possible.

Author:

Chris Bosch, City of Fayetteville

<u>Priority 10</u>

Block and East Avenues and Fayetteville Square Enhancements

Issue

Block and East Avenues connect Dickson Street to the downtown Fayetteville Square. In 1998, $1.5 million in Federal Aid Funds were appropriated for streetscape improvements on Dickson Street. Continuation of improvements along Block and East Avenues are needed to connect Dickson Street with the downtown Square, unifying the downtown while accomplishing the following:

- Create a safe, pedestrian-friendly environment
- Complement and encourage private investments
- Assist in convention and tourism development
- Enhance the main entrance to the University of Arkansas campus
- Aid in preservation of the historic buildings

Support Requested

The City of Fayetteville is requesting funding to continue improvements from the intersection of Dickson Street, south along Block Avenue, including the downtown square. Planning and engineering costs are estimated to be $1,200,000 with implementation costs estimated to be $10,000,000. The City recognizes that any funds made available would require matching local funds.

Background

Historic downtown Fayetteville is the focal point of the City's diverse business, intellectual and artistic culture. Opening of the Walton Arts Center on Dickson Street in 1992 served as a catalyst for revitalization of this area. Approximately $75,000,000 in private investment emphasizing mixed-use projects has attracted many new residents to the area. Sensitive developers have renovated historic structures and built new buildings compatible with the historic character of the area. Public investments include a new convention center and new public library. The City of Fayetteville remains challenged to identify funding for public improvements, which compliment and stimulate continued private sector investment.

Block Avenue is eligible for funding as (1) a reconstruction project utilizing urban funds, and (2) an enhancement project. Improvements to Block Avenue and the Fayetteville Square are a continuation of Phase 1 of the Downtown/Dickson Enhancement Project.

A potential source of local funding to match the federal assistance will involve the creation of a self-improvement district encompassing the benefited area.

Authors:

Bootsie Ackerman, Executive Director, Downtown/Dickson Enhancement Project, Inc.
Hugh Earnest, City of Fayetteville

Priority 11

015-03 City of Fayetteville 3/06/2002
1/01/2002 - 3/31/2002 Maintenance/Inquiry 9:56:19
Exp..: - 30 Matches
Cont.: - Sel-(B=Browse)
(P=Print)

Sel	Ref.	Date	Item	RES Action	Brief Description
_	RES	2/05/2002	17-02		LAND PURCHASE/WRMC/NEW CITY LIBRARY
_	RES	2/05/2002	18-02		WAIVE BUILDING PERMIT FEE
_	RES	2/05/2002	19-02		ARKANSAS BUSINESS TECHNOLOGY PARK
_	RES	2/05/2002	20-02		ENGEERING SER./ARK. BUSI.TECHNOLOGY
_	RES	2/05/2002	21-02		DUKE SOLUTIONS,INC/HARMONY PRODUCTS
_	RES	2/05/2002	22-02		MCGOODWIN, WILLIAMS, AND YATES INC
_	RES	2/05/2002	9-02		FAYETTE TREE AND TRENCH, INC
_	RES	2/19/2002	23-02		FRONT-LOAD SANITATION TRUCKS
_	RES	2/19/2002	24-02		FUEL CELL TECHNOLOGY
_	RES	2/19/2002	25-02		ECONOMIC INFRASTUCTURE FUND GRANT
_	RES	2/19/2002	26-02		COX COMMUNICATIONS, INC./RATE
_	RES	2/19/2002	27-02		ROLL-FORWARD OF 2001 BUDGET
_	RES	2/19/2002	28-02		AMENDMENT #1 BURDIT ASSOCIATES
_	RES	2/19/2002	29-02		WEST MUD CREEK MULTIUSE TRAIL
_	RES	2/19/2002	30-02		PARKS & RECREATIN TEN YR MASTR PLAN

Page 2 of 2

Cmd1-Return Roll Keys Cmd3-End Press 'ENTER' to Continue

FOR: 03-05-02 C.C. Mtg.

start with: 31-02 - 42-02

Exp..: -
Cont.: - RES Sel-(B=Browse)
(P=Print)

Sel	Ref.	Date	Item	RES Action	Brief Description
_	RES	1/02/2002	1-02		CRICKET AGREEMENT LEASE
_	RES	1/02/2002	2-02		ADVANTAGE ARKANSAS PROGRAM
_	RES	1/15/2002	3-02		ELIMINATION OF PUBLIC PARKING
_	RES	1/15/2002	4-02		WAIVE BUILDING PERMIT FEE/HABITAT
_	RES	1/15/2002	5-02		WAIVE BUILDING PERMIT FEE
_	RES	1/15/2002	6-02		WASTE/RECYCLING RECEPTACLES
_	RES	1/15/2002	7-02		SOFTWARE AND IMPLEMENTATION SEVICES
_	RES	1/15/2002	8-02		HALF TIME EQUIVALNT POSITION/FLEET
_	RES	2/05/2002	10-02		REFUNDING REVENUE BONDS/BUTTERFIELD
_	RES	2/05/2002	11-02		AMENDMENT/DUNCAN AND ASSOCIATES
_	RES	2/05/2002	12-02		AMENDMENT 2/MCCLELLAND ENGINEERING
_	RES	2/05/2002	13-02		AIR OPERATIONS BASE
_	RES	2/05/2002	14-02		AMENDMENT NO. 7/OMI CONTRACT
_	RES	2/05/2002	15-02		DEVELOPMENT OF EXECUTIVE RAMP
_	RES	2/05/2002	16-02		JUVENILE ACCOUNTABILITY BLOCK GRANT

Cmd1-Return Roll Keys Cmd3-End Press 'ENTER' to Continue

015 03 City of Fayetteville 3/06/2002
1/01/2002 - 3/31/2002 Maintenance/Inquiry 9:57:55
Exp..: - 16 Matches
Cont.: - ORD Sel-(B=Browse)

Sel	Ref.	Date	Item	ORD Action	Brief Description
_	ORD	2/19/2002	4373		SENIOR CITIZENS OF FAYETTEVILLE

(P=Print)

Cmd1-Return Roll Keys Cmd3-End Press 'ENTER' to Continue

FOR: 03-05-02 C.C. Mtg.

start with: 4374 - 4378

015 03 City of Fayetteville 3/06/2002
1/01/2002 - 3/31/2002 Maintenance/Inquiry 9:57:43
16 Matches
Exp..: -
Cont.: - ORD Sel-(B=Browse)
(P=Print)

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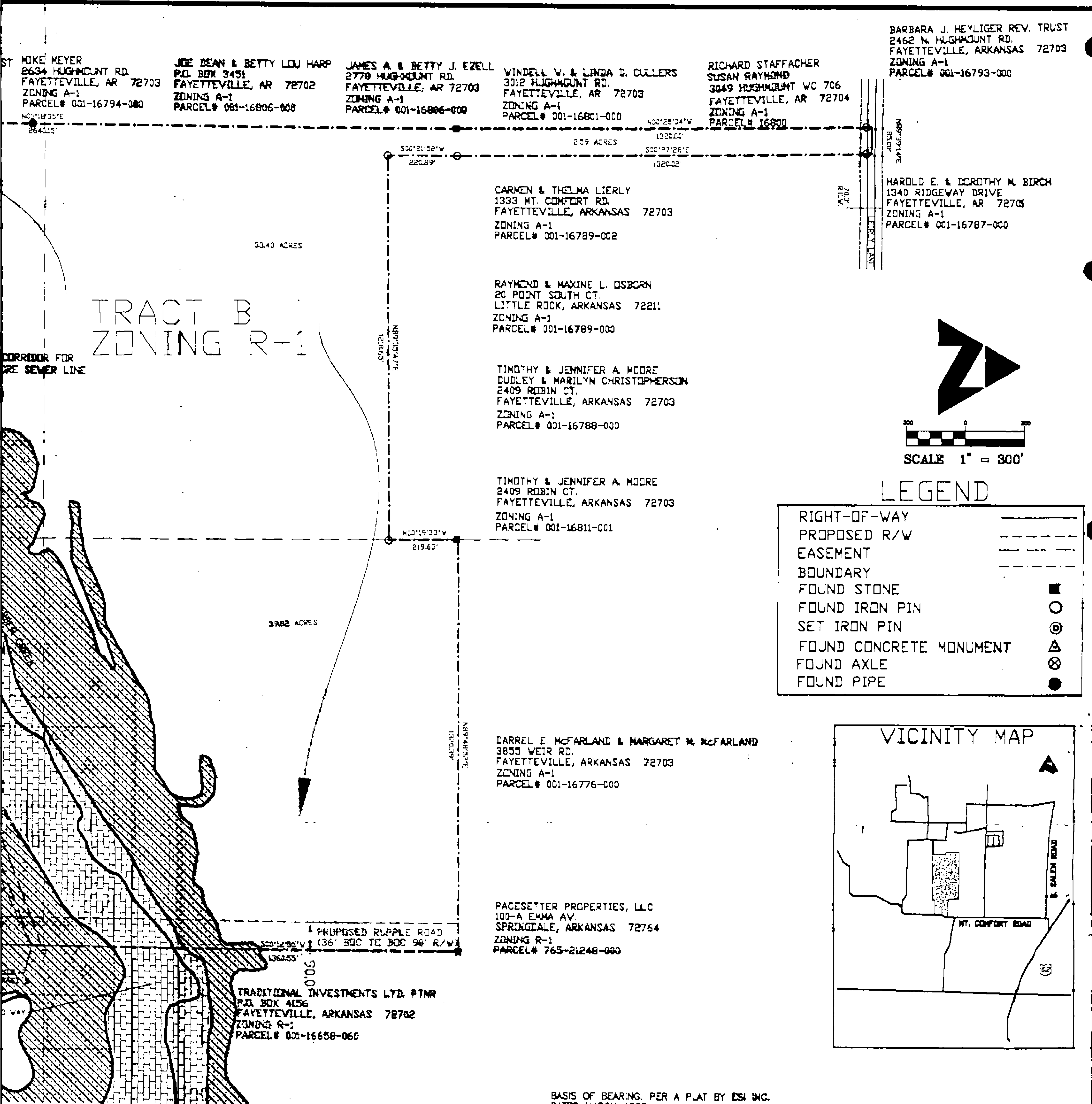
_	ORD	1/02/2002	4358		AMEND CHAPTER 34/FINANCE & REVENUE
_	ORD	1/02/2002	4359		ANX 01-5.00/DOUBLE SPGS RD/OWL CRK
_	ORD	1/02/2002	4360		RZN 01-24.00/DOUBLE SPGS & OWL CRK
_	ORD	1/02/2002	4361		RZN 01-27.00/DOUBLE SPRNGS/OWL CRK
_	ORD	1/02/2002	4362		RZN 01-26.00/SHILOH DR & PORTER RD
_	ORD	1/02/2002	4363		RZN 01-28.00/SHILOH DRIVE & PORTER
_	ORD	1/15/2002	4364		CIVIL SERVICE COMMISSION
_	ORD	1/15/2002	4365		RESEARCH AND TECHNOLOGY PARK
_	ORD	2/05/2002	4366		REGULATING MOTOR VEHICLE RACING
_	ORD	2/05/2002	4367		RZN 01-3.00/2684 W SIXTH STREET
_	ORD	2/05/2002	4368		AMENDING TITLE XV/UDO
_	ORD	2/05/2002	4369		FORMAL COMPETITIVE BIDDING/UDB
_	ORD	2/19/2002	4370		RZN 02-2.00/JOYCE & CROSSOVER
_	ORD	2/19/2002	4371		ESTABLISH FEES/CITY SWIMMING POOLS
_	ORD	2/19/2002	4372		FAYETTEVILLLE YOUTH CENTER, INC.

Page 1 of 2

Cmd1-Return Roll Keys Cmd3-End Press 'ENTER' to Continue



BASIS OF BEARING, PER A PLAT BY ESI INC. DATED MARCH 1998.

FLOOD CERTIFICATION:
A PORTION OF THIS PROPERTY DOES LIE WITHIN A 100-YEAR FLOOD ZONE PER THE FLOOD HAZARD BOUNDARY MAP, WASHINGTON COUNTY, ARKANSAS COMMUNITY PANEL NO. 05143C0083 D, DATED JULY 21, 1999.

FAYETTEVILLE PLANNING COMMISION APPROVAL
THE FAYETTEVILLE PLANNING COMMISION APPROVES THIS PLAT THIS ____ DAY OF ____ 2002.

CHAIRMAN

SURVEYORS CERTIFICATION:
THIS IS TO CERTIFY THAT I HAVE, THIS DAY, COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THIS SURVEY MEETS ARKANSAS MINIMUM STANDARDS.

NORTHSTAR ENGINEERING CONSULTANTS, INC.
211 South Main Street
(501) 271 - 0906

Civil & Environmental Engineering
Landscape Architecture
Geological Services
Land Surveying
Planning
Bentonville, Arkansas 72712
(501) 271-8144 Fax

CERTIFICATE OF AUTHORIZATION
NORTHSTAR
No. 74
ARKANSAS ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 1301
SIGNATURE
TERRY L. GING
PROFESSIONAL LAND SURVEYOR

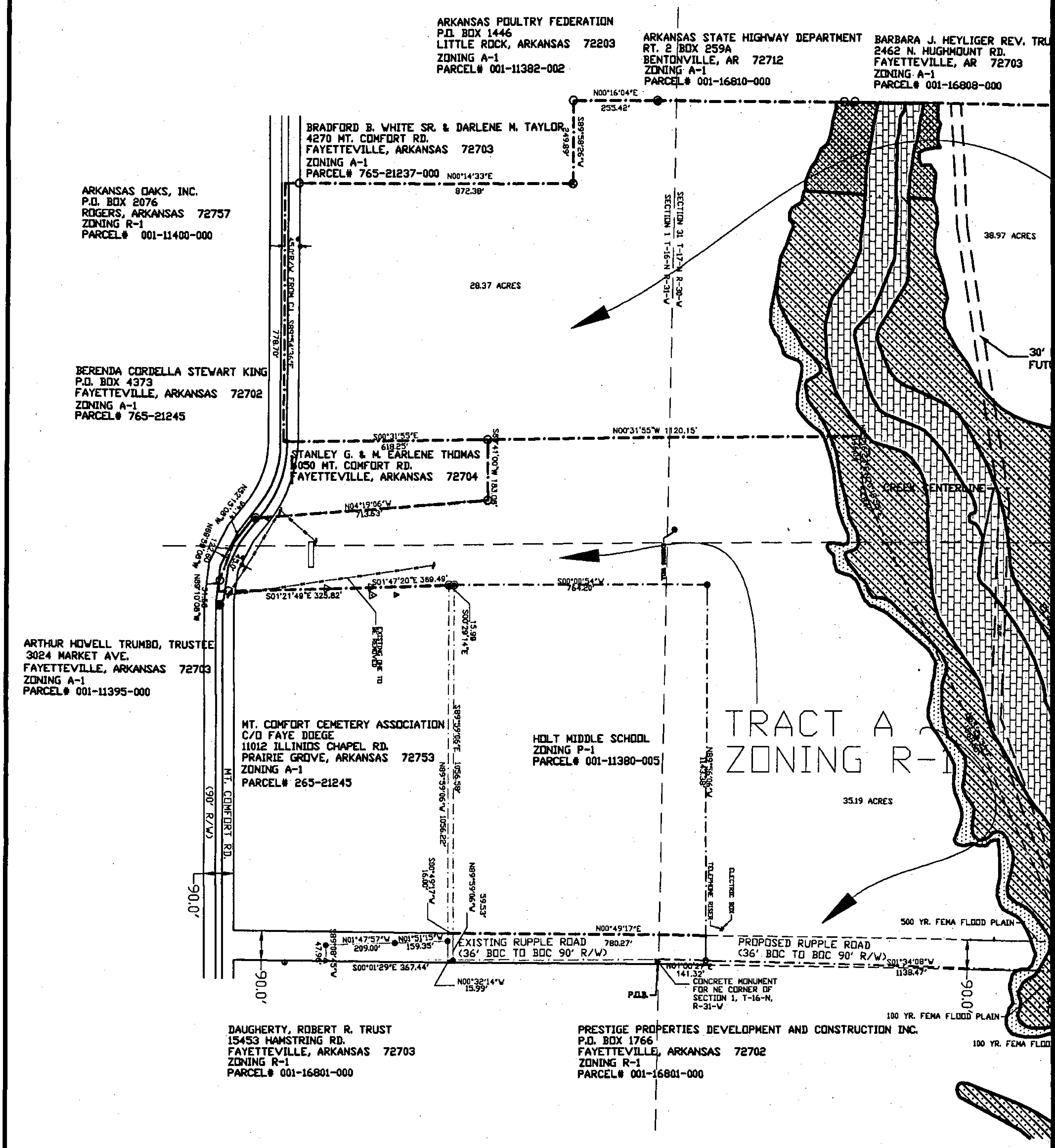
EARL & CAROLYN FARRELL

MT. COMFORT RD.
FAYETTEVILLE, ARKANSAS

TRACT SPLIT

ATLAS PAGE 283 AND 322

CHECKED:	TLG 12/28/01
DRAWN:	GLP 12/28/01
FILE NAME:	245.04.DWG
PROJECT No.:	245.04
PLOT DATE: 02/11/02	REV.: 1
SHEET	1 of 1



LEGAL DESCRIPTION: (ORIGINAL TRACT)
A PART OF THE FRACTIONAL SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, AND PART OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, ALL IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT A CONCRETE MONUMENT FOR THE NE CORNER OF FRACTIONAL SECTION 1, T-16-N, R-31-W, THENCE N01°00'27"E 141.32 FEET TO THE TRUE POINT OF BEGINNING, THENCE N01°34'08"E 1138.47 FEET; THENCE N00°12"55"E 1360.55 FEET; THENCE S89°48'52"W 1320.39 FEET; THENCE S00°19'33"E 219.63 FEET; THENCE S89°35'47"W 1218.65 FEET; THENCE N00°21'52"E 220.89 FEET; THENCE N00°27'28"W 1320.02 FEET; THENCE S89°39'14"W 85.00 FEET; THENCE S00°25'04"E 1320.00 FEET; THENCE S00°18'35"W 2640.15 FEET; THENCE S00°16'04"W 255.42 FEET; THENCE N89°59'26"E 249.89 FEET; THENCE S00°14'33"W 872.38 FEET; THENCE S89°54'36"E 778.70 FEET; THENCE S00°31'55"E 618.25 FEET; THENCE N89°41'00"E 183.06 FEET; THENCE S04°19'06"E 713.63 FEET; THENCE S52°15'08"E 94.14 FEET; THENCE S69°59'08"E 122.60 FEET; THENCE S89°10'08"E 31.58 FEET; THENCE S01°21'49"E 325.82 FEET; THENCE S01°47'20"E 369.49 FEET; THENCE N00°29'14"W 15.99 FEET; THENCE S00°00'54"W 764.20 FEET; THENCE S89°59'06"E 1143.38 FEET TO THE POINT OF BEGINNING, CONTAINING 182.18 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT RD. ON THE SOUTH AND ANY OTHER EASEMENTS OF RECORD OR FACT.

LEGAL DESCRIPTION: (TRACT B)
A PART OF THE FRACTIONAL SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, AND PART OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, ALL IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT A CONCRETE MONUMENT FOR THE NE CORNER OF FRACTIONAL SECTION 1, T-16-N, R-31-W, THENCE N01°00'27"E 141.32 FEET; THENCE N01°34'08"E 1138.47 FEET TO THE TRUE POINT OF BEGINNING, THENCE S65°26'55"W 1568.50 FEET; THENCE S70°18'55"W 54.84 FEET; THENCE S85°16'23"W 146.04 FEET; THENCE S00°31'55"E 1120.15 FEET; THENCE S00°31'55"E 618.25 FEET; THENCE N89°54'36"W 778.70 FEET; THENCE N00°14'33"E 872.38 FEET; THENCE S89°58'26"W 249.89 FEET; THENCE N00°16'04"E 255.42 FEET; THENCE N00°18'35"E 2640.15 FEET; THENCE N00°25'04"W 1320.00 FEET; THENCE N89°39'14"E 85.00 FEET; THENCE S00°27'28"E 1320.02 FEET THENCE S00°21'52"W 220.89 FEET; THENCE N89°35'47"E 1218.65 FEET; THENCE N00°19'33"W 219.63 FEET; THENCE N89°48'52"E 1320.39 FEET; THENCE S00°12'55"W 1360.55 FEET; TO THE POINT OF BEGINNING, CONTAINING 143.03 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT RD. ON THE SOUTH AND ANY OTHER EASEMENTS OF RECORD OR FACT.

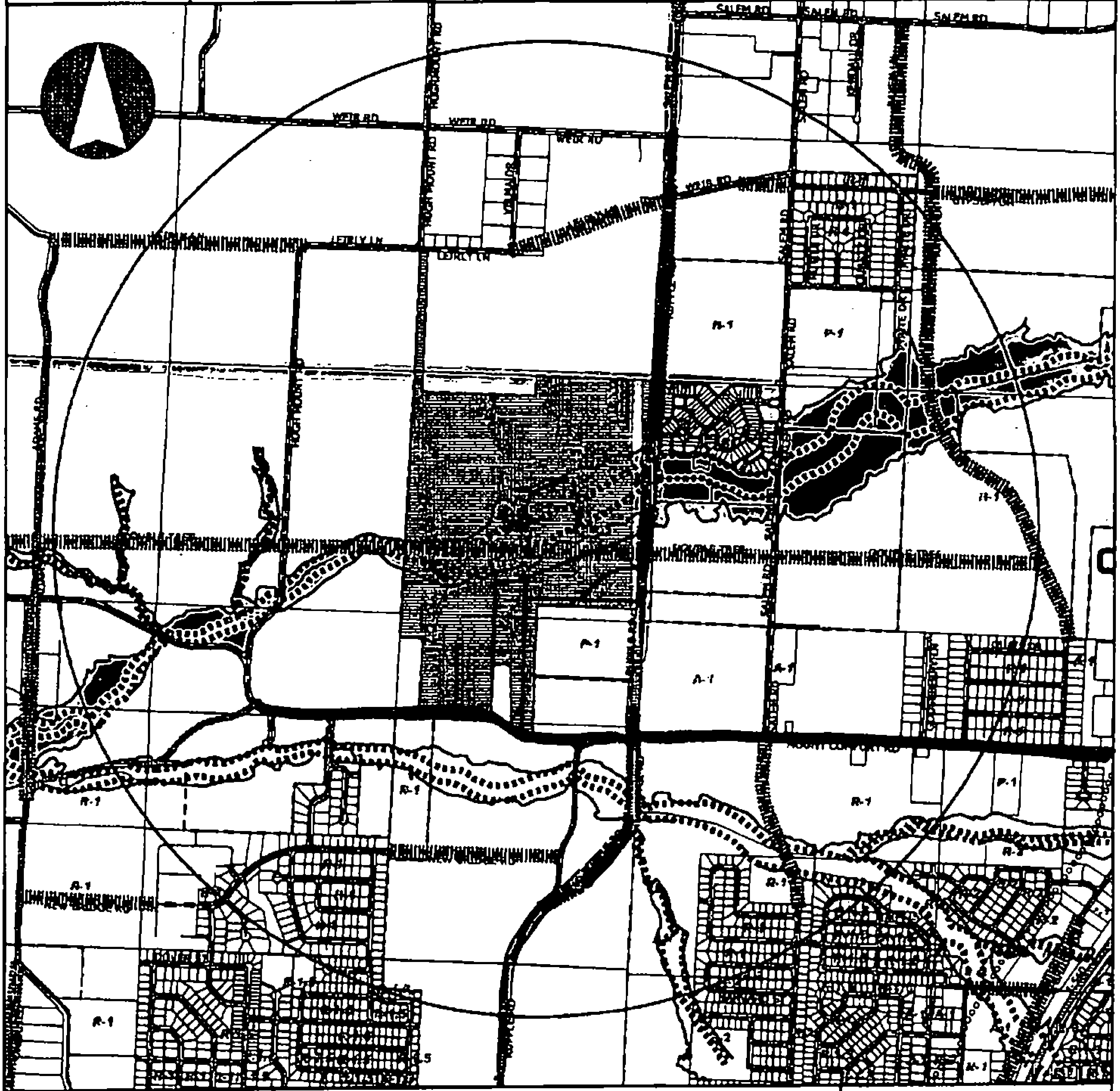
LEGAL DESCRIPTION: (TRACT A)
A PART OF THE FRACTIONAL SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, AND PART OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, ALL IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT A CONCRETE MONUMENT FOR THE NE CORNER OF FRACTIONAL SECTION 1, T-16-N, R-31-W, THENCE N01°00'27"E 141.32 FEET TO THE TRUE POINT OF BEGINNING, THENCE N89°59'06"W 1143.38 FEET; THENCE S00°00'54"W 764.20 FEET; THENCE S00°29'14"E 15.99 FEET; THENCE S01°47'20"E 369.49 FEET; THENCE S01°21'49"E 325.82 FEET TO THE CENTERLINE OF MT. COMFORT RD.; THENCE FOLLOWING SAID CENTERLINE N89°10'08"W 31.58 FEET; THENCE N69°59'08"W 122.60 FEET; THENCE N52°15'08"W 94.14 FEET; THENCE LEAVING SAID CENTERLINE OF MT. COMFORT RD. N04°19'06"W 713.63 FEET; THENCE S89°41'00"W 183.06 FEET; THENCE N00°31'55"W 1120.15 FEET; THENCE N85°16'23"E 146.04 FEET; THENCE N70°18'55"E 54.84 FEET; THENCE N65°26'55"E 1568.50 FEET; THENCE S01°34'08"W 1138.47 FEET TO THE POINT OF BEGINNING, CONTAINING 39.19 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF MT. COMFORT RD. ON THE SOUTH AND ANY OTHER EASEMENTS OF RECORD OR FACT.

CC 3/5/02 LSP 2-6
N
Proposed Collector
PROPOSED FUTURE SUBDIVISION
Holt Middle School
RUPPLE
Mt. Comfort
CLABBER CREEK
CREEK CENTERLINE
EXISTING OHE TO BE REMOVED

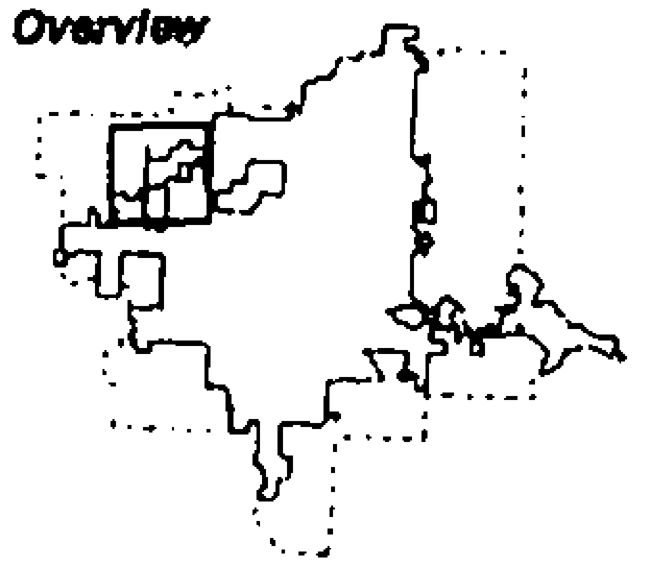
LSP02-6 & 7

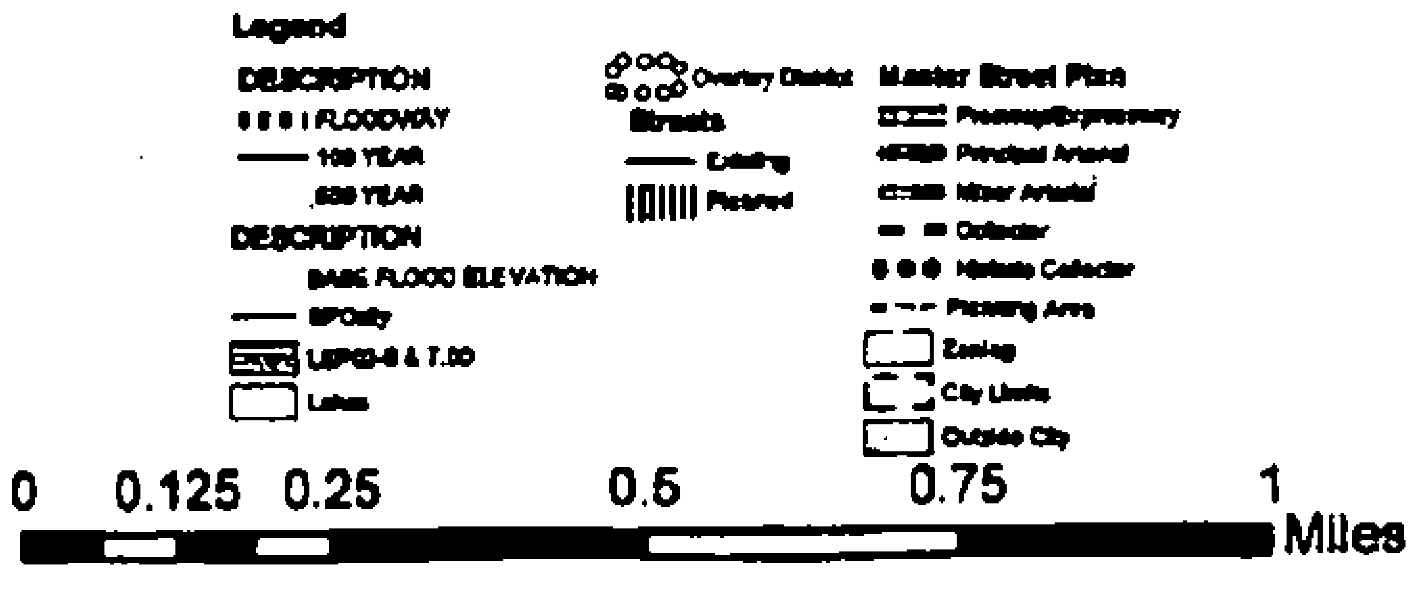
One Mile View

LOTS 6 & 7 FARRELL



Overview





STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF MARCH ~~4~~ 5, 2002

FROM:

CHRIS BOSCH	FIRE	FIRE
NAME	DIVISION	DEPARTMENT

ACTION REQUIRED:

SEE ATTACHED JUSTIFICATION

COST TO CITY:

$ 14,593	$ 51900	
COST OF THIS REQUEST	CATEGORY/PROJECT BUDGET	CATEGORY/PROJECT NAME
1010-3020-5302-00	$ 35496	Fire Operations
ACCOUNT NUMBER	FUNDS USED TO DATE	PROGRAM NAME
	$ 16404	General
PROJECT NUMBER	REMAINING BALANCE	FUND

BUDGET REVIEW: X BUDGETED ITEM X BUDGET ADJUSTMENT ATTACHED

BUDGET COORDINATOR

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ___

ACCOUNTING MANAGER DATE 2/25/02
ADA COORDINATOR DATE

CITY ATTORNEY DATE 2/25/02
INTERNAL AUDITOR DATE

PURCHASING OFFICER DATE 2/25/02

STAFF RECOMMENDATION: Approval of request.

DIVISION HEAD DATE

DEPARTMENT DIRECTOR DATE

ADMIN. SVCS DIRECTOR DATE 2/26/02

MAYOR DATE 2/25/02

CROSS REFERENCE

NEW ITEM: YES NO

PREV ORD/RES #: ___

ORIG CONTRACT DATE: ___

From the Desk of the Director/Fire Chief

Fayetteville Fire Dept
303 W. Center St.
Fayetteville, AR. 72701

Memo

To: Fayetteville City Council

From: Chris Bosch, Director/Fire Chief CB

CC: Dan Coody, Mayor

Date: February 22, 2002

Re: Reallocation of Funds

On Friday February 22, 2002 the Fire Department, in conjunction with the Purchasing Department, opened the sealed bids for three pieces of reserve fire apparatus. Those apparatus were sold to the three highest bidders for the cumulative total of **$14,593.02**.

After closing and approving these bids we were informed, by the Budget Office, that those proceeds would be placed in the City's General Fund under the Gain/Loss Sale of Fixed Asset Account.

Since these apparatus were purchased with funds procured from the Fire Department's Capital Budget I would like to request that, upon receipt of these funds, they be returned to the Fire Department's Operations Budget (1010-3020-5302.00) so they can be utilized to replace worn out and outdated Personal Protective Equipment for my Fire Fighters.

If you would like to discuss this matter I will be happy to meet with you at your convenience.

Respectively Submitted

BID: 02-02
DATE: 02/22/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: SALE OF USED FIRE RESPONSE VEHICLES

BIDDER	ITEM ONE Unit #18	ITEM TWO Unit #10	ITEM THREE Unit #12
EVANSVILLE VOL FIRE DEPT	no bid	$6,750.00	no bid
W ARK SIGN SHOP	$4,232.00	no bid	no bid
SUNSET VOL FIRE DEPT	no bid	no bid	$3,611.02

Certified by P Vice
P Vice Purch Mgr

R Williams
Witness

2/22/02
Date

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Fire	Date Requested	Adjustment #
2002	Division: Fire Operations	Feb. 22, 2002	
	Program:		

Project or Item Requested:

Additional funding is requested for Turn-Out Gear.

Project or Item Deleted:

None. Proceeds from the sale of surplus fire apparatus is proposed for this adjustment.

Justification of this Increase:

A great deal of the existing Turn-out Gear is five years old or older. Turn-out Gear is considered worn out after five years of use.

Justification of this Decrease:

None.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Uniforms & Personal Equip	14,593	1010	3020		5302	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Gain/Loss on Sale of Assets	14,593	1010	0001		4881	02		

Approval Signatures

	Date
Requested By	2-22-02
Budget Manager	2/22/02
Department Director	2/26/02
Admin. Services Director	2/25/02
Mayor Dan Coody	

Budget Office Use Only

Type: A B C D E

Date of Approval ______

Posted to General Ledger ______

Posted to Project Accounting ______

Entered in Category Log ______

Blue Copy: Budget & Research / White Copy: Requester

H:\BUDGET\PROJECTS\BUD_ADJ\BA_2002\FIRE_DPT.WK

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Name	Division	Department
Richard L. Watson	Police	Police

ACTION REQUIRED: City council authorize Mayor Coody to sign application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial District Drug Task Force. This grant has been utilized for the past eleven years to provide personnel to investigate narcotic trafficking cases in Washington and Madison Counties. The City's matching funding requirement for this grant will not exceed the $50,000.00 included in the 2002 Annual Budget.

COST TO CITY:

$50,000.00	$50,000.00	Transfer to Drug Enforcement
Cost of this Request	Category/Project Budget	Category/Project Name
1010-2900-7602.93	00.00	Drug Enforcement
Account Number	Funds Used To Date	Program Name
	$50,000.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

as to budget available for match.
Budget Manager 2-26-02 Administrative Services Director

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

Accounting Manager 2/26/02 Date Internal Auditor Date

City Attorney 2/26/02 Date ADA Coordinator Date

Purchasing Officer 2-26-02 Date Grants Coordinator Date

STAFF RECOMMENDATION:
Approval of grant application for Mayor Coody's signature.

Division Head Date

Asst Chief
Department Director 2-26-02 Date

Administrative Services Director 2/26/02 Date

Mayor 2/28/02 Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description Drug Enforcement Grant Application Meeting Date March 5, 2002

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

To: Mayor Dan Coody

From: Assistant Chief Rick Hoyt R. Hoyt

Subject: Application for Continuation of Drug Enforcement Grant

Date: February 25, 2002

Attached is the Drug Grant Application for the period of July 1, 2002, through June 30, 2003. This is the primary funding for the Fourth Judicial District Drug Task Force (DTF). Due to time constraints to meet both the application deadline and the City Council agenda deadline I am asking you to approve this application based on the city's matching funds not to exceed $50,000.00 as included in the adopted 2002 budget. The actual budget for this grant application is still being compiled and will be included in the award document the council will be asked to adopt before accepting the grant.

The total grant application is expected to be between $280,000.00 and $300,000.00. The balance of the matching funds will be provided by the other 11 agencies participating in the DTF. As you know the DTF serves all of Washington and Madison Counties with five investigators assigned by various entities.

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

	2. DATE SUBMITTED 3/14/02	Applicant Identifier
1. TYPE OF SUBMISSION: Application: ☐ Construction ☒ Non-Construction; Preapplication: ☐ Construction ☐ Non-Construction	**3. DATE RECEIVED BY STATE**	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 01-0014

5. APPLICANT INFORMATION

Legal Name: CITY OF FAYETTEVILLE	Organizational Unit: Fayetteville PO
Address *(give city, county, State, and zip code)*: 113 W. Mountain Street, Fayetteville, Washington, Arkansas	Name and telephone number of person to be contacted on matters involving this application *(give area code)*: Judy Cohea, Fiscal Officer 479-587-3510

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

7. TYPE OF APPLICANT: *(enter appropriate letter in box)* ☐

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

8. TYPE OF APPLICATION: ☐ New ☒ Continuation ☐ Revision

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

A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other*(specify)*: ____

9. NAME OF FEDERAL AGENCY: U.S. Department of Justice, Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16-579

TITLE: Edward Byrne State and Local Law Enforcement Assistance and Formula Grant

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Multijurisdictional Drug Task Force

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Washington and Madison Counties

13. PROPOSED PROJECT Start Date	Ending Date	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant	b. Project
07/01/02	06/30/03	Third Congressional District	Third Congressional District

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ .00

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

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

DATE 03/14/02

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

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

a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Dan Coody	Mayor	(479) 575-8330
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

GENERAL PROJECT INFORMATION
(Form IGS 1)

1. Applicant Agency: Fayetteville Police Department

   Address: P.O. Box 1988, Fayetteville, AR 72702-1988

2. Project Director: Lieutenant Tim Helder Tele # 479-587-3502 Fax # 479-587-3522

   Address: P.O. Box 1988, Fayetteville, AR. 72702-1988

   E-Mail Address: THelder@Fpd.city.fay.ar.us

3. Fiscal Officer: Judy Cohea Tele # 479-587-3510 Fax # 479-587-3522

   Address: P.O. Box 1988 Fayetteville, AR. 72702-1988

   E-Mail Address: Cohea@fpd.city.fay.ar.us

4. Project Period: From 07/01/02 To 06/30/03

5. Federal Purpose Number: 2 Approved Program Abstract Title Multijurisdictional Task Force

6. Identify Counties and/or Cities in Which Program Will Operate: Washington and Madison Counties, Arkansas

7. If the Project is Multi-County/City indicate the Contracting Applicant Agency

   City of Fayetteville

   Other Involved Agencies Washington County Sheriff, University of Arkansas, Fayetteville Cities of Springdale, Prairie Grove, Lincoln, Farmington, West Fork Greenland, Johnson, Elm Springs, Elkins and 4th Judicial Prosecutor

8. Population or Clients to be Served 171,958

9. This Program will be a ____ New Activity, ____ Enhancement of Existing Activities,

   or x Continuation of Project # 01-0014 Ending Date 06-30-02

10. Federal Funds Requested $ ________ State Match $ ________

    Local Match $ ________ Total $ ________

11. Prior 12-Month Budget for the Service or Activity ________

12. Source of Matching Funds Individual participating agencies will provide appropriation documents to be included

13. Project Summary Continue the multi-jurisdictional Task Force with five member Control Group representing all law enforcement agencies in Washington County. Target major narcotics distributors with an emphasis on methamphetamine dealers and manufactures. Also, continue to maintain a data base of drug related information received from all law enforcement agencies in Washington and Madison Counties. To prevent duplication of investigations between agencies and to provide information to other local law enforcement agencies.

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

1. The applicant assures that federal drug law enforcement funds made available under the Anti-Drug Abuse Act will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities;

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Bureau of Justice Assistance and the Department of Finance and Administration shall prescribe shall be provided to assure fiscal control, proper management, and effective disbursement of funds received under the Act;

3. The applicant assures that it shall maintain such data and information and submit the prescribed reports in the prescribed formats at the prescribed times as the Bureau of Justice Assistance and the Department of Finance and Administration may require;

4. The applicant assures that at the end of each federal fiscal year that the project is in force, and at the end of the project period, it will submit a performance report to the Department of Finance and Administration in a manner to be prescribed;

5. The applicant certifies that the program contained in this application meets all the requirements, and that all the information is correct, and that the applicant will comply with all provisions of the Anti-Drug Abuse Act of 1986 and all other applicable state and federal laws;

6. The applicant assures that before any budgetary or programmatic amendment is made to an approved program, it will submit such an amendment to the Department of Finance and Administration for review;

7. The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the non-discrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;

8. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs;

9. The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein;

10. The applicant assures that it will comply with the provisions of the Department of Finance and Administration's "Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines";

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

11. The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

12. The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements;

    (A) as may be necessary for the Department of Finance and Administration to comply with the 1996 Single Audit Act Amendments and Circular A-133, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and

    (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations;

13. The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information;

14. The applicant assures that both federal and matching funds used for this project will be used exclusively to support defined drug law enforcement activities, and will not be used to support any general purpose law enforcement or other activity maintained by the applicant;

15. The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings at least monthly, and will provide the State Drug Director with copies of the agenda and minutes of each meeting;

16. The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations.

17. The applicant assures that all proposals for out of state travel for conference and training will be submitted to the Arkansas Alcohol and Drug Abuse Coordinating Council for approval prior to any expense being incurred.

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 3 of 3

CERTIFICATION

I certify that the program proposed in this application meets applicable requirements of the Anti-Drug Abuse Act, that all the information presented is correct, and that the applicant will comply with the provisions of the Act and all other applicable federal laws and applicable state laws and regulations.

______________________________ (Signature of Contracting Official)

______________________________ (Date)

Dan Coody
(Typed Name)

Mayor
(Title)

113 W. Mountain
(Address)

Fayetteville, AR. 72701

(479) 575-8330
(Area Code/Telephone Number)

(479) 575-8257
(Area Code/Fax Number)

CERTIFICATION OF TIME AND EFFORT

As chief executive officer of the applicant government or agency for the attached Drug Law Enforcement Program subgrant, I hereby certify that:

(1) All persons employed as regular employees of the applicant and paid from grant and/or grant matching funds will provide full services to the grant funded project in concert with their status (full-time, part-time, etc.) and the salary paid from grant and/or grant matching funds. All such employees will routinely prepare and submit to the employing agency for retention an Employee Disclosure Form. Such forms will be updated and signed by the employee and verified by his/her supervisor.

(2) All persons working under contract with the subgrantee who are paid from grant and/or grant matching funds, and who are providing services to the grant funded project, will be required to execute a formal contract for services that specifies (a) the work to be performed; (b) the location(s) of such work; (c) the rate and frequency of payments to the contractor; (d) the availability of the contractor to the contracting agency; (e) the provision of workspace, equipment, supplies, and assistance to the contractor; (f) a method for the routine reporting of progress and accomplishments; and (g) any other provision necessary for a clear statement of mutual contractual obligations. All such persons will also be required to execute a Contract Labor Disclosure form, which will be kept up-to-date and available for inspection in the files of the subgrantee.

____________________ (Signature of Official) — ____________________ (Date)

Dan Coody (Typed Name) — Mayor (Title)

113 W. Mountain
(Address)

Fayetteville, AR. 72701

(479) 575-8330 (Area Code/Telephone Number) — (479) 575-8257 (Area Code/Fax Number)

EMPLOYEE DISCLOSURE FORM

Judy Cohea
Employee Name

Fiscal Officer/Financial Analyst
Official Job/Position Title *

Check One: _x_ Part-time position totaling _12_ hours per calendar week (federal and/or cash matching contribution)

____ Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: ____ Non-Exempt _x_ Exempt

PROPOSED			**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:		$ ______	______%
Employee fringe from Byrne subgrant funds:		$ ______	______%
Employee salary from other sources:	City of Fayetteville (Source)	$ ______	______%
Employee fringe from other sources:	City of Fayetteville (Source)	$ ______	______%
Total employee annual salary from all revenue sources:		$ ______	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

Cara Murdoch	Secretary
Employee Name	Official Job/Position Title *

Check One: _____ Part-time position totaling _______ hours per calendar week (federal and/or cash matching contribution)

__x__ Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: __x__ Non-Exempt _____ Exempt

PROPOSED		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ________	________%
Employee fringe from Byrne subgrant funds:	$ ________	________%
Employee salary from other sources: City of Fayetteville (Source)	$ ________	________%
Employee fringe from other sources: City of Fayetteville (Source)	$ ________	________%
Total employee annual salary from all revenue sources:	**$ ________**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

154 — Employee Name

Operations Coordinator/Sergeant — Official Job/Position Title *

Check One: ____ Part-time position totaling ______ hours per calendar week (federal and/or cash matching contribution)

__x__ Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: __x__ Non-Exempt ____ Exempt

PROPOSED			**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:		$ ______	______%
Employee fringe from Byrne subgrant funds:		$ ______	______%
Employee salary from other sources:	City of Fayetteville (Source)	$ ______	______%
Employee fringe from other sources:	City of Fayetteville (Source)	$ ______	______%
Total employee annual salary from all revenue sources:		**$ ______**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

EMPLOYEE DISCLOSURE FORM

170 — Employee Name

Task Force Officer/Corporal — Official Job/Position Title *

Check One: ____ Part-time position totaling ______ hours per calendar week (federal and/or cash matching contribution)

x Full-time position totaling forty (40) hours per calendar week (federal and/or cash matching contribution)

Federal Fair Labor Standards Act Classification: x Non-Exempt ____ Exempt

PROPOSED		**Percentage of Total Salary**
Employee salary from Byrne subgrant funds:	$ ______	______%
Employee fringe from Byrne subgrant funds:	$ ______	______%
Employee salary from other sources: City of Fayetteville (Source)	$ ______	______%
Employee fringe from other sources: City of Fayetteville (Source)	$ ______	______%
Total employee annual salary from all revenue sources:	**$ ______**	**100%**

* The official job/position title should be used for any position proposed for Byrne funding, regardless of other duties that employee may be performing during non-subgrant project time. It is the work being performed that will be reviewed for subgrant funding permissibility and appropriateness, not the position title. Whatever title is listed within your organization's personnel records is considered the official title.

I hereby certify that the foregoing is true and correct.

____
Employee

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

____
Subgrantee Official

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

Springdale Officer	Task Force Officer
Contract Laborer Name	Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$______	______%
Other costs billed by Contractor:	$______	______%
Employee salary from other sources: City of Springdale (Source)	$______	______%
Employee fringe from other sources: City of Springdale (Source)	$______	______%
Total Contractor income from all revenue sources:	**$______**	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

Washington County Officer	Task Force Officer
Contract Laborer Name	Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: Washington County (Source)	$	%
Employee fringe from other sources: Washington County (Source)	$	%
Total Contractor income from all revenue sources:	$	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

University of Arkansas Officer
Contract Laborer Name

Task Force Officer
Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: U of A Fayetteville (Source)	$	%
Employee fringe from other sources: U of A Fayetteville (Source)	$	%
Total Contractor income from all revenue sources:	**$**	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

CONTRACT LABOR DISCLOSURE FORM

Rural Officer — Contract Laborer Name

Task Force Officer — Position Title

Description of duties under contract:
Certified police officer assigned to the 4th Judicial District Drug Task Force to perform covert and overt drug investigation within Washington and Madison Counties.

Number of hours per week this Contract Laborer will devote to Byrne subgrant activities: 40

PROPOSED		**Percentage of Laborer's Total Income**
Amount in contract to be paid from Byrne subgrant for this Contract Laborer:	$	%
Other costs billed by Contractor:	$	%
Employee salary from other sources: * See below (Source)	$	%
Employee fringe from other sources: * See below (Source)	$	%
Total Contractor income from all revenue sources:	$	**100%**

I hereby certify that the foregoing is true and correct.

(Signature of Contractor)

I hereby certify that the foregoing is true and correct to the best of my knowledge, information, and belief.

(Signature/Title of Subgrantee Official)

(Duplicate this form as needed.)

* The local expense is divided equally among the following cities Prairie Grove, Lincoln, Farmington, West Fork, Greenland, Johnson, Elm Springs, Elkins and Washington County.

CERTIFICATION OF AUDIT COST

As the Contracting Official for a Drug Law Enforcement Program subgrant to the organization listed below, I certify that the OMB Circular A-133 audit status is an accurate projection of federal fund expenditures for the fiscal year impacted by this grant, based on information presently available to me. Based on these projections, the audit status of the referenced organization will be as indicated below.

_____ AUDIT STATUS ONE: PROJECT AUDIT COST

The applicant agency will expend less than $300,000 from all federal sources during its fiscal year. The Department of Finance and Administration will contract for audit services applicable to the Drug Law Enforcement Program subgrant. The applicant will not budget audit funds.

__X__ AUDIT STATUS TWO: OVERALL SINGLE AUDIT COST

A single audit must be procured by the applicant agency when the applicant agency expends $300,000 or more in federal funds from all sources during its fiscal year. Under these circumstances, the applicant agency may take one of two courses in paying for single audit costs. Check either (A) or (B) below to show your intent.

(A) __x__ The applicant agency will pay for the cost of the single audit from its own resources.

(B) _____ The applicant agency will develop an equitable formula for assigning single audit cost to each federal program from which grants are received.

If you checked item (B), complete the grants listing below for your most recent fiscal year, even if you must use estimated data. This information will serve to verify the need for a single audit of your finances during the fiscal year this grant will be active.

FEDERAL FUNDS EXPENDITURES

Name of Federal Agency	Most Recent Fiscal Year	Federal Dollars Expended

(Use supplementary listing if needed)

ESTIMATED TOTAL COST OF SINGLE AUDIT $______________

ESTIMATED SHARE OF SINGLE AUDIT COST
TO BE PAID WITH DLEP GRANT FUNDS $______________

Dan Coody	Mayor
Printed Name of Contracting Official	Title and Organization
Signature	Date

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the "State of Arkansas Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines."

Date: 03/14/02

Signature: [signature]
Project Director

PROCEDURES – Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements detailed in Chapter 4 of the Guidelines Manual referenced above. Prior approval is required to deviate from these elements.

CER-7 Debarment

INSTRUCTIONS FOR CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, LOWER TIER COVERED TRANSACTIONS
(Sub-Recipient)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CER-7 Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBLITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dan Coody, Mayor

Name and Title of Contracting Official

Signature

03/14/01

Date

City of Fayetteville

Name of Organization

113 W. Mountain Street

Address of Organization

Fayetteville, AR. 72701

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within 10 days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

City of Fayetteville Police Department

City of Fayetteville
Organization Name

Dan Coody, Mayor
Name and Title of Contracting Official

Signature

03/14/02
Date

CER-9 Lobbying

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1592, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall check here _____ and complete and submit Standard form # LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

City of Fayetteville	Dan Coody
113 W. Mountain St.	Mayor
Fayetteville, AR. 72701	03/14/02
Name and Address of Organization	Signature, Date and Typed Name of Contracting Official

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy.

   For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CERTIFICATION REGARDING MANDATORY ATTENDANCE AT DESIGNATED TRAINING EVENTS SPONSORED BY THE ARKANSAS ALCOHOL AND DRUG ABUSE COORDINATING COUNCIL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree that Law Enforcement personnel who work under my authority for purposes identified in the grant, and who are paid in part or in full from federal grant funds or state or local grant matching funds will attend training programs which are developed and sponsored by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council. The Department of Finance and Administration will inform me of the dates, times, places and the nature of any such training designated as mandatory by the Law Enforcement Committee.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CERTIFICATION OF COMPLIANCE WITH FAIR LABOR STANDARDS ACT

As the contracting official for a grant awarded by the Arkansas Alcohol and Drug Abuse Coordinating Council through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree to comply with the provisions of the federal Fair Labor Standards Act regarding the preparation and retention of time and attendance records affecting persons employed through financial assistance provided by this grant.

I am aware that this grant provides only for the payment of regular salaries and fringe benefits for positions shown in "General Project Information" of the grant award, unless specifically approved otherwise by the State Drug Council. Consequently, by acceptance of that grant award, I assume full responsibility for any compensatory time allowance or overtime pay obligations for persons employed within the project funded by this grant.

Dan Coody

Printed Name

Mayor

Title

Signature of Contracting Official

3/14/02

Date

CERTIFICATION REGARDING QUARTERLY REPORTING OF PROGRAM INCOME AND EXPENDITURES

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) I will prepare and submit information, in a form prescribed by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council and the Department of Finance and Administration, regarding program income made available to the grant funded project for its use. Program income and expenditures from program income will be maintained for each source of such income and each item of expenditure. Program income revenue and expenditures will be transmitted to the Department of Finance and Administration by the 15th day of the month following the end of each calendar quarter.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

3/14/02
Date

CONFLICTS OF INTEREST

Personnel and other officials connected with federally-funded programs shall adhere to the following requirements:

ADVICE. No official or employee of a State or unit of local government or a non-governmental recipient/subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

APPEARANCE. In the use of federal project funds, officials or employees of State or local units of government and non-governmental recipient/subrecipients shall avoid any action which might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; or
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Certification

As a potential subgrantee of federal funds through the Edward Byrne Memorial State and Local Law Enforcement Formula Grant Program, I certify that I have read, understand and agree to comply with the above provisions regarding conflicts of interest.

]

Dan Coody
Typed Name

Signature of Contracting Official

City of Fayetteville
Organization

3/14/02
Date

ORDINANCE NO. ______

AN ORDINANCE DECLARING A VACANCY TO EXIST IN THE OFFICE OF ALDERMAN FOR WARD TWO, POSITION TWO, CALLING AND SETTING A DATE FOR THE SPECIAL ELECTION TO FILL THAT POSITION, APPROVING A BUDGET ADJUSTMENT AND DECLARING AN EMERGENCY

WHEREAS, Alderman Randy Zurcher was duly elected to the Fayetteville City Council to serve a four year term beginning January 1, 2001, representing Ward Two, Position Two; and

WHEREAS, Alderman Zurcher has announced he has left Ward Two and in fact moved out of Arkansas effective March 1, 2002; and

WHEREAS, A.C.A. §14-43-411(b)(1) requires a successor to be elected by a vote of the electors of the ward in a special election held within sixty days of the date the vacancy occurs.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby declares that on March 1, 2002, a vacancy in the office of Alderman, Ward Two, Position Two, with more than a year remaining in the unexpired term, has occurred.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby orders that a special election to fill this vacancy and elect Alderman's Zurcher's successor be held on the (23rd) day of April, 2002, within Ward Two. The filing period for this election shall be from March 6, 2002 until 3:00 P.M. on March 18, 2002.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby directs the City Clerk to advertise this special election and do all other things necessary so that this special election can be conducted and approves a budget adjustment (attached as Exhibit A) in the amount of $6,000.00 to pay the costs of this special election. A copy of this ordinance shall be furnished to the Washington County Board of Election Commissioners.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby determines that the statutory requirements to conduct such a prompt special election require that this ordinance go into effect immediately after its adoption to preserve the vital constitutional rights to vote and campaign for election. Therefore the City Council declares an emergency exists so that this ordinance being necessary for the public safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED and **APPROVED** this the 5th day of March, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:**

2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28,585.00.

3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.

4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.
   (1,647,000.) est.

6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

B. STAFF REPORT

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 ~~as submitted by Robert Schmitt~~ for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002. meeting. (asked to table item to next mtg.)

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting. -

D. NEW BUSINESS

1. Transporting animals

1. **TELE-WORKS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.

Consent.

2. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00.

3. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of $21,408.00 annually. The 2002 cost of this contract will be $9,388.00.

3 4. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands. Need map for final agenda.

5. **LSP 02-6.00:** A resolution approving a waiver of the right-of-way dedication requirements for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell. appeal of P.C. decision: Re: R.O.W. dedication

6. **SIDEWALK CONSTRUCTION:** An ordinance revising the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

Remove from agenda.

ORD Review

Call Cyrus ORD Rev.

7. **SPECIAL ELECTION:** An ordinance calling for a special election to fill an alderman vacancy. revised ordinance for agenda session

8. **NAME CHANGE:** A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.

9. **ADM 02-3.00:** An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts,

10. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.

11. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

12. 13. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

February 26, 2002

AGENDA SESSION
CITY COUNCIL
MARCH 5, 2002

NEW ITEMS:

Consent

1. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations Budget.

Consent.

2. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial District Drug Task Force. The City's matching funding requirement for this grant will not exceed the $50,000 included in the 2002 Annual Budget.

ADDITIONAL INFORMATION:

1. **SPECIAL ELECTION:** Additional information for Item D. 7. (Remove the ordinance included in your Tentative agenda)

FAYETTEVILLE

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CITY COUNCIL
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11. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

12. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in the back of pickup trucks unless properly tethered or crated.

TENTATIVE AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:**

2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for Item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28,585.00.

3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.

4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.

5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.

6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.

7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.

B. STAFF REPORT

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting.

2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

D. NEW BUSINESS

1. **TELE-WORKS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.

2. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00.

3. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of $21,408.00 annually. The 2002 cost of this contract will be $9,388.00.

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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BID 01-59
A. 2. Page 1

FAYETTEVILLE

STAFF REVIEW FORM

XXX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting: [redacted] MARCH 5, 2002

FAYETTEVILLE

FROM:

Name	Division	Department
W.A.Oestreich	Fleet Operations	Public Works

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications - Bid 01-59, Item #1 - 1 Trailer Mounted Sewer Washer, with the authorization to purchase this item from Henard Utility Products, Inc., Searcy, AR 72143, Vendor #395.

COST TO CITY:

$ 28,585.00 Cost of this Request	$ 412,013.00 Category/Project Budget	Repl/Exp Other Veh/Equipment Category/Project Name
9700-1920-5802.00 Account Number	$ 6,075.00 Funds Used To Date	Vehicles & Equipment Program Name
02080 Project Number	$ 405,938.00 Remaining Balance	Shop Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

Accounting Manager	Date: 2/15/02	ADA Coordinator	Date
City Attorney	Date: 2/15/02	Internal Auditor	Date: 2/15/02
Purchasing Officer	Date: 2/15/02		

STAFF RECOMMENDATION:

Acceptance of Bid 01-59 with the Authorization to Purchase Item #1.

Division Head	Date: 2-15-02	Cross Reference
Department Director	Date: 2/22/02	New Item: Yes No
Administrative Services Director	Date: 2/22/02	Prev Ord/Res #:______
Mayor	Date: 2/22/02	Orig Contract Date:_____

BID 01-59
A. 2. Page 2

FAYETTEVILLE

STAFF REVIEW FORM

Description: Trailer Mounted Sewer Washer

Meeting Date: March 5, 2002

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

CITY OF FAYETTEVILLE

FLEET OPERATIONS

501.444.3495 **INTER-OFFICE MEMORANDUM** FAX: 501.444.3425

TO: Mayor/City Council

THRU: Greg Boettcher, Public Works Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: February 14, 2002

SUBJECT: **BID AWARD RECOMMENDATION 01-59 Project 02080**

Reference the attached Agenda Request for the Award of Bid 01-59, Item #1 to the lowest qualified bidder meeting specifications. This Vendor is Henard Utility Products, Inc., Searcy, AR 72143. (Vendor #395). This is a budgeted item.

The Bid Tabulation Sheet dated November 02, 2001, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List. Also attached is a completed copy of the successful bid. Note the pricing details listed which reflect a $400.00 discount due to color difference. As all other items of the specifications were properly met, the color factor was considered a plus due to safety factors.

This item has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain it in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Representatives of the Water/Sewer Division, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Trailer Mounted Sewer Washer
** Henard Utility Products
$28,585.00
This Bid was accepted as it met original Specifications. This should provide unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS ONE COMPLETE UNIT:

TOTAL BID AWARD: **$28,585.00**

The budgeted amount for items of this type is $412,013.00 in account 9700-1920-5802.00, Project 02080. With the purchase of this item at $28,585.00 we will have a balance remaining of $377,353.00.

BID 01-59
A. 2. Page 5

D: 01-59
\TE: 11/02/01
ME: 11:00 AM
TY OF FAYETTEVILLE

DESCRIPTION: SEWER WASHER TRAILER MOUNTED

BIDDER	ITEM ONE	ALTERNATE
HENARD UTILITY PRODUCTS	$28,985.00 del 60/90 days color/white	$28,685.00 del 5-7 days color/orange in stock unit
TCM OF ARKANSAS	$28,270.00 *does not meet specs *	

Certified by P Vice
P Vice Purch Mgr

R Williams
Witness

11/7/01
Date

REC'D OCT 2 3 2001

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

ALTERNATE BID

BID #: 01-59 **DATE ISSUED:** October 19, 2001

DATE & TIME OF OPENING: November 2, 2001 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 45 Days from receipt of order.

F.O.B.: Fayetteville, AR

***Guaranteed Delivery Date:** 5 to 7 days. In stock unit.

ITEM:	DESCRIPTION:	QTY.	* PRICE:
1.	Trailer Mounted Sewer Cleaner Per Specifications attached:	1	$ 28,585.00 (1 exception paint color)

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:** Henard Utility Products, Inc.

***BUSINESS ADDRESS:** 1920 South Main

***CITY:** Searcy ***STATE:** AR ***ZIP:** 72143

***PHONE:** 800-776-5990 ***FAX:** 501-268-7437

***AUTHORIZED SIGNATURE:**

***TITLE:** Municipal Sales

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Shop

From: Paul Mitchell, Water/Sewer

Date: January 22, 2002

Subject: **Sewer Wash Trailer Bid**

The wash trailer bid meets the specifications requested. The only difference was the color and I don't feel that should be an issue. It will probably make it safer for our crew to operate by being orange instead of white.

Thank you for your assistance.

D:\\\WashTrlrBid.WPD

FAYETTEVILLE

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

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F.O.B.: Fayetteville, AR

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ITEM:	DESCRIPTION:	QTY.	* PRICE:
1.	Trailer Mounted Sewer Cleaner Per Specifications attached:	1	__________

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including terms and standard conditions, and pertinent information regarding the article being bid on. Unsigned bids will be rejected.

*NAME OF FIRM:____________________

*BUSINESS ADDRESS:____________________

*CITY:__________ *STATE:__________ *ZIP:________

*PHONE:__________ *FAX:__________

*AUTHORIZED SIGNATURE:____________________

*TITLE:____________________

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.

3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.

5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.

6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.

7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.

9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**

11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed prior to release for delivery.

12. All items marked <u>**"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID"**</u> <u>**MUST**</u> be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

13. Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS , FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. THERE WILL BE NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

<u>ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.</u>

All equipment shall be new and unused and of the Manufacturer's Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

BASIC SPECIFICATIONS

General Specification Requirements are as follows for a TRAILER MOUNTED SEWER CLEANER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

COMPLIANCE WITH APPLICABLE FMVSS-OSHA-MSHA CRITERIA IN EFFECT AT TIME OF PRODUCTION SHALL SUPERSEDE REQUIREMENTS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

It is the intent of these specifications to describe the minimum requirements for a new High Pressure Water Jet designed for the removal of sand, dirt, grease, detergents, and other materials normally found in storm, drain and sanitary pipes. The machine described will be designed to deliver high performance capabilities and provide maximum operator safety and convenience. All parts not specifically mentioned which are required for a complete unit shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.

WATER TANKS SYSTEM:

Shall be minimum 700-gallon total capacity. The tank system shall be constructed of 1/2" thick polyethylene. Polyethylene material shall be U.V. stabilized for protection against damaging ultraviolet rays. Tank color: either black or white. Tank system to be baffled to minimize water movement and therefore provide safety and protection to the vehicle and operators when the unit is being transported. The tank system will be vented and have a tank top port hole to permit inspection and cleaning of the tank.

FILL SYSTEM:

An overhead type tank filling assembly with a 2-1/2" fire hydrant fitting shall be located on the curb side. A positive air gap anti-siphon system shall be incorporated to protect the potable water supply. A tank top strainer will also be supplied to filter water supply. A water level sight gauge shall be provided and the machine will have a quick dumping valve so that the system may be drained by gravity. A suction line strainer with removable screen shall be provided.

WATER PUMP:

Pump shall be positive displacement, heavy duty, single acting triplex type having a capacity of at least 40 GPM at 2000 PSI. The high-pressure pump and hose will be protected from freezing with an air purge valve. The water pump shall be equipped with drain valves for protection during freezing conditions. As standard equipment, the unit will have a recirculating valve that allows the operator to run water through the entire jetting system during cold weather operation.

SAFETY HOSE REEL AND CONTROLS:

The hose reel will be constructed of 1/4" steel, designed to withstand maximum working pressure without distortion. The narrow designed reel shall be self-leveling type for operator safety. Capacity of reel shall be a minimum of 600' x 3/4" high-pressure sewer hose. Reel flanges shall be 1-1/4" and shall be designed to prevent hose damage from contact during all normal working conditions. The reel shall be driven with hydraulic power in both directions, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the pipe with the cleaning nozzle in operation. The safety reel will rotate a full 190 degrees providing easy access to manholes. The 190-degree rotation will enable the operator to position the machine out of the traffic pattern and provide protection for himself while operating the machine. The rotating ability of the hose reel allows the operator to manipulate the hose reel into various positions depending on location of manhole. This allows for proper positioning of the hose reel without backing up or repositioning sewer machine. The hose reel is mounted on an industrial swivel bearing that is sealed and eliminates contamination from dirt. The industrial swivel bearing shall have minimum requirements of 7.88 I.D., 14" O.D.,and 2" thickness.. The industrial swivel bearing shall have a minimum load bearing weight of 5,000 Ft.-lbs.. The bearing design shall have no wear points except the greasable ball bearings and the races which are constructed of hardened steel to minimize wear. The bearing design minimizes any friction for easy pivoting. Rotating reels using plastic material for swivel action will not be accepted. A single, right hand side control panel mounted on the rotating hose reel shall provide access to all necessary operating controls. The control panel shall rotate with the hose reel. Controls mounted on the rotating hose reel control panel will consist of: engine throttle control, starter with key lock starting switch, volt meter, oil pressure gauge, water pressure gauge, tachometer, hour meter, 12-volt plug for spotlight, pendant control plug, light switches and low water warning light. The hydraulic controls for the rotating hose reel will consist of a variable speed control and a forward, neutral, reverse directional control. The rotating hose reel will lock into position using a spring loaded safety pin at 2" intervals.

SEWER HOSE:

Shall be high-pressure polyurethane hose and specially formulated thermoplastic construction expressly designed for sewer cleaning use. The hose shall have an abrasion, acid and scuff resistant cover. Hose is to be a minimum of 500 ft. in length, 3/4" I.D. Hose PSI rating: 2,500.

HOSE REEL DRIVE SYSTEM:

The hydraulic power system for driving the hose reel shall consist of a pump directly driven by an auxiliary engine; a hydraulic motor with chain drive to the hose reel; a valve with built in overload relief, and hydraulic hose rated to withstand the maximum system pressure. The hydraulic pump shall have a minimum operating capacity of at least 8 GPM and a tank with a strainer that can be cleaned or replaced.

HAND GUN CLEAN-UP:

The clean-up systems will include a wash-down gun, 25 ft. of 1/2" I.D. hose and will be equipped with a quick-disconnect fitting near the operator's station. The gun shall be a machine grip with trigger shut-off and guard. The high-pressure hose shall have a rating of 2,000 PSI working pressure and an 8,000 PSI burst pressure. Clean-up system shall not exceed 500 PSI.

PIPING:

All piping systems shall be fabricated of heavy-duty steel with the appropriate pressure ratings based on specific component function. PVC piping is not an acceptable substitute. A strainer with a 40-mesh screen shall be installed in the suction line at a location accessible for cleaning. All piping shall be installed to drain by gravity through suitable openings equipped with plugs, drain cocks, or ball valves. Pressure to the cleaning nozzle shall be regulated by an overload relief valve. To control water flow from water pump, a single lever control shall regulate direction of water either to hose reel or back to tank utilizing a high pressure valve assembly. This single lever control shall control a 3-way valve. The recirculation ability of this system allows for use of unit in sub-freezing temperatures. Water delivery to hose reel shall pass through a 90-degree swivel rotary coupling.

ENGINE:

The engine shall be gasoline-powered, water-cooled, four cylinder type with industrial type governor, air cleaner and muffler. Horsepower rating: 80. The required engine accessories shall be furnished, including, but not limited to: 12-volt ignition system with alternator and battery - Electronic throttle control- Starter with key lock starting switch - Replaceable cartridge type oil filter - Positive crankcase ventilation system - Tachometer and hour meter - Voltmeter, oil pressure gauge, and water temperature gauge The engine shall be equipped with an over-center type clutch power take-off to permit operating the engine and hose reel without operating the water pump. Power band belt, from engine sheave to pump sheave, is adjustable by movement of water pump. The engine fuel tank will have a capacity of 16 gallons and will be mounted below the frame for safety.

STEEL SHROUD AND ACCESS DOORS:

The shroud design of the trailer jet shall allow for ease of maintenance and for protection against pilferage and inclement weather. The water pump and auxiliary engine will be fully enclosed in the same shrouding compartment. The shroud shall be constructed of 14-gauge steel. The shroud shall include three (3) full hinged access doors that are locking and keyed alike. These doors allow for protection of interior components from weather and vandalism. Units with only top shrouding, without locking doors will not be accepted.

TRAILER:

The frame shall be heavy gauge steel. Unit will be equipped with dual spring style axles, 7,000 lb. capacity per axle. Unit will be equipped with four (4) radial tires. Trailer unit will be equipped with heavy duty fenders, 2-5/16" ball type hitch, and electric brakes with breakaway switch. Unit will be equipped with complete ICC light group, reflectors, license plate holder and safety chains.

TOOL STORAGE:

Unit will be equipped with a fender mounted, heavy duty 20 gauge toolbox with keyed lock system for storage of nozzles and valuable hydraulic root cutting tools. Toolbox will measure 12-3/4" high, 32-7/16" wide and 11-1/4" deep. Weather stripping will protect tool box from intrusion of water.

PAINTING:

Before painting, all metal shall be cleaned and etched with a phosphoric material to insure permanent bond of primer and paint. The entire unit shall be painted white.

MISCELLANEOUS:

25' fill hose - Finned style nozzle extension - 15-degree standard nozzle with a forward jet - 30-degree standard nozzle - Mini-missile nozzle - BB hose guide - Upstream pulley guide - Wash-down gun with 25' x 1/2" extension hose - Complete Root Cutter Kit including skids and saws for up to 15" lines - Operator's manual (3 copies) - Touch-up paint - Hose level wind assembly with friction style footage counter.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

ACTION REQUIRED: A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000 and for other purposes.

COST TO CITY:

$ 25,000 Cost of this Request	$ ______ Category/Project Budget	______ Category/Project Name
______ Account Number	$ ______ Funds Used to Date	______ Program Name
______ Project Number	$ ______ Remaining Balance	______ Fund

___ **BUDGET REVIEW** ___ Budgeted Item ___ Budget Adjustment Attached

______ Budget Coordinator

______ Administrative Services Director

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

______ Accounting Manager ______ Date

______ ADA Coordinator ______ Date

______ City Attorney ______ Date

______ Internal Auditor ______ Date

______ Purchasing Officer ______ Date

___ **STAFF RECOMMENDATION**

______ Division Head ______ Date

Hugh Earnest
Department Director 2-15-02 Date

______ Administrative Services Director ______ Date

Dan Coody
Mayor 2/15/02 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: ______

Orig Contract Date ______

STAFF REVIEW FORM

Description______________________________ Meeting Date__________

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

CONTRACT

The City of Fayetteville, Arkansas (hereinafter "Fayetteville") and **Hay Group, Inc**. agree as follows:

The City of Fayetteville agrees to hire the Hay group, Inc. to accomplish the Compensation Analysis Project Steps as set forth in the letter of December 13, 2001, to Mayor Dan Coody from Mr. Paul Glogowski of the Hay Group, Inc. (attached as Exhibit A to this Contract).

The City of Fayetteville agrees to pay and the Hay Group, Inc. agrees to accept the sum of **Twenty-Five Thousand Dollars** ($25,000.00) as full payment to accomplish all Compensation Analysis Project Steps outlined in the December 13th letter (Exhibit A).

The City of Fayetteville will pay the Hay Group, Inc. **Twelve Thousand Five Hundred Dollars** ($12,500.00) upon full execution of this contract by both parties. Fayetteville will pay Hay Group, Inc. the second Twelve Thousand Five Hundred Dollars ($12,500.00) payment upon its satisfactory completion of all Compensation Analysis Project Steps as stated in Exhibit A including receipt by Fayetteville of the Hay Group, Inc.'s final report with recommendations.

Presented by: **Hay Group, Inc.**	**Agreed to and accepted by:** **City of Fayetteville**
____________________ **PAUL GLOGOWSKI**	____________________ **DAN COODY**, Mayor
____________________ Date	____________________ Date

December 13, 2001

Confidential

Mr. Dan Coody
Mayor
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Dan:

I wanted to follow up with you regarding the meetings held in Fayetteville last week. To better prepare for presenting you a written proposal to conduct the compensation study, I have asked Mr. Bailey to send me complete documentation from the survey he conducted with the cities and municipalities used previously. This will help in gaining a better understanding of the types of information previously gathered and give us the opportunity to make improvements if needed.

As you recall we discussed getting started with this project in January. Therefore I have outlined below the key project steps that would be required to complete the study and get the credible results needed.

Compensation Analysis Project Steps

- *Selection of Internal Oversight Team* – The City should be working on formulating the team of people to oversee the project and guide the study. This would preferably be no more than 5-6 employees. These employees should include Mr. Bailey, Ted Webber, a Police Department representative, a Fire Department Representative, and a few other employees the City believes are important to ensure the results are acceptable.

- *Team Meeting* – This meeting, facilitated by the Hay Group, would establish the criteria for the cities to be used in the study, begin the selection process to pick the cites for the study, develop the data requirements of what information should be collected from each city, and formulate a recommendation as to what should constitute 'competitive pay' for the City.

- *Internal Approval* – Once the team selects a list of cities, there will need to be an internal approval process for the City. The city should select the method for this process that would ensure all interested parties involved had input to the cities selected.

- *Market Data Gathering* – Once all the information above is approved by the City, we will gather the necessary data from the selected cities, compile the information and present our initial findings to the team for review and approval to move forward with the next step.

- *Internal Approval* – Once reviewed and approved by the team, the preliminary findings should be reviewed and approved by those in the City you feel need to see the data prior to the study to moving to the final step, which is preparing the final report and recommendations.

- *Final Report & Recommendations* – Once the City is ready to move forward we will produce our final report to the City complete with recommendations.

I would like to begin working with someone in the City will that be the main contact for this project. This will enable us to begin organizing the project in more detail in order to get started promptly after the first of the year. Please let me know who this individual will be so I can contact them as soon as possible.

In addition, in reviewing the work steps and processes anticipated, and assuming we would complete the analysis for all three employee groups (1-executives, 2-Police & Fire, and 3- all others), I have estimated the consulting fees for the project to be $25,000.

Thank you for your time. I look forward to hearing from you soon.

Sincerely,

Paul Glogowski

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF **MARCH 5, 2002**

FROM:

Scott Huddleston	**Information Technology**	**Administrative Services**
Name	Division	Department

ACTION REQUESTED:

COST TO THE CITY:

$22,697.90	$ 53,480	Software Maintenance
Cost of this request	Category/Project Budget	Category/Project Name
1010-1710-541600	$ 0.00	Information Technology
Account Number	Funds used to date	Program Name
	$ 53,480	
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X Budgeted Item ____ Budget Adjustment Attached

7/15/02
Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Marsha Farthing 2/15/02 — Nancy Smith 2/15/02
Accounting Manager Date — Internal Auditor Date

2/15/02
City Attorney Date — ADA Coordinator Date

2/15/02
Purchasing Officer Date

STAFF RECOMMENDATION:

Approve 1 Year Standard Software Maintenance contract to **Environmental Systems Research** Institute. and authorize the Mayor and City Clerk to sign agreement.

2/15/02
Division Head — Date — Cross Reference

Department Director — Date — New Item Yes No

2/15/02
Administrative Services Director — Date — Prev Ord/Res #: ________

Dan Coody 2/19/02
Mayor — Date — Orig Contract Date: ________

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ANNUAL STANDARD SOFTWARE MAINTENANCE AGREEMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND NINETY CENTS ($22,697.90) WITH ESRI, INC. FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE MAINTENANCE AND UPGRADES.

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

Section 1. That the City Council hereby approves the Annual Standard Software Maintenance Agreement in the amount of Twenty-Two Thousand Six Hundred Ninety-Seven Dollars and Ninety Cents ($22,697.90) with ESRI, Inc. for Geographic Information System (GIS) software maintenance and upgrades.

Section 2. That the City Council hereby authorizes the Mayor or his duly authorized representative to sign such a contract with ESRI, Inc.

PASSED and **APPROVED** this _____ day of March, 2002.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
HEATHER WOODRUFF, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

February 14, 2002

TO: Mayor Coody

THRU: Scott Huddleston, Information Technology Director SH

FROM: John Goddard, Geographic Information Systems Coordinator

SUBJECT: AGENDA ITEM TO RENEW STANDARD SOFTWARE MAINTENANCE AGREEMENT CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)

Staff recommends renewal of Standard Software Maintenance Agreement (SSMA) contracts with ESRI. ESRI maintains a very active development group. Due to their efforts, the software licensed from ESRI continues to expand and improve. The SSMA assures that the new features and functions provided through periodic updates and new releases will keep the City's licensed software up to date. Additional services provided by the SSMA include 1-800 phone support, documentation updates, software modifications, and participation in annual user group meetings.

See attached contracts for modules covered by these SSMA contracts.

ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 02/14/2002
TO: JOHN GODDARD
ORGANIZATION: CITY OF FAYETTEVILLE
DATA PROCESSING
FAX #: 501-575-8316 PHONE #: 501-575-8308

FROM: Ki Lyons
FAX #: 909-307-3083 PHONE #: 888-377-4575 Ext. 1225
EMAIL: klyons@esri.com

Number of pages transmitted (including this cover sheet): 5 QUOTATION #25047626

John, Your software support expires 01/15/2002. Here is a quote for your 2002/2003 support. As you know, keeping maintenance current entitles you to software upgrades as they become available, technical support and User Conference seats. If your organization requires sending a PO, reference the customer # 23472 and the quote number above. Thanks, Ki

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45751225
Fax #: 909-307-3083

Quotation

Date: 10/29/2001 **Quotation Number:** 25047626

Send Purchase Orders To:
ESRI, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Ki Lyons
Please include the following remittance address on your Purchase Order:
ESRI Inc.
File #54630
Los Angeles, CA 90074-4630

CITY OF FAYETTEVILLE
DATA PROCESSING
113 W MOUNTAIN
FAYETTEVILLE AR 72701
Attn: JOHN GODDARD

Customer Number: 23472

Item	Qty	Product#	Description	Unit Price	Extended Price
10	1	52384	MAINT,PRIM,AI,FL ArcInfo Floating Primary Maintenance License Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	3,000.00	3,000.00
20	2	52385	MAINT,SCNDRY,AI,FL ArcInfo Floating Secondary Maintenance License Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	1,200.00	2,400.00
30	1	52390	MAINT,PRIM,NET,FL Maintenance on Primary Network Floating License Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	500.00	500.00
40	1	52402	MAINT,PRIM,TIN,FL ArcTIN Floating Primary License Start Date: 01/16/2002	500.00	500.00

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Ki Lyons Ext: 1225 JHAR1001

To expedite your order, please reference your customer number and this quotation number on your purchase order.

SOFTWARE MAINT.
A. 4. Page 6

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45751225
Fax #: 909-307-3083

Quotation

Page 2

Date: 10/29/2001 Quotation Number: 25047626

Item	Qty	Product#	Description	Unit Price	Extended Price
			End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL		
50	1	52396	MAINT,PRIM,COGO,FL ArcCOGO Floating Primary Maintenance Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	500.00	500.00
60	1	52408	MAINT,PRIM,GRID,FL ArcGrid Floating Primary Maintenance Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	500.00	500.00
70	1	64820	MAINT,APRS FOR AG ArcPress for ArcGIS maintenance includes technical support and software updates Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	200.00	200.00
80	1	52397	MAINT,SCNDRY,COGO,FL ArcCOGO Floating Secondary Maintenance Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	200.00	200.00
90	1	85057	MAINT,AIMS STD ED,SRVR/CPU LIC Maintenance for ArcIMS Standard Edition Server/CPU License-ArcIMS Internet Deployment License for one Server and first CPU and ArcIMS software Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	1,500.00	1,500.00
100	8	88933	MAINT,PRIM,AV,3X,WIN ArcView 3.X for Windows Maintenance	500.00	4,000.00

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Ki Lyons Ext: 1225 (HARTOGT)

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**SOFTWARE MAINT.
A. 4. Page 7**

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45751225
Fax #: 909-307-3083

Quotation

Page 3

Date: 10/29/2001 **Quotation Number:** 25047626

Item	Qty	Product#	Description	Unit Price	Extended Price
			Primary Start Date: 01/16/2002 End Date: 01/15/2003 Hardware Platform: GENERIC DESKTOP		
110	30	87192	MAINT,PRIM,AV,SU ArcView primary maintenance Single Use Start Date: 06/30/2002 End Date: 01/15/2003 Hardware Platform: WINDOWS NT-INTEL	274.00	8,220.00

Subtotal		21,520.00
Shipping & Handling		0.00
Estimated Tax		0.00
Total	**$**	21,520.00

Issued By: Ki Lyons **Ext:** 1225 (HAR1001)

To expedite your order, please reference your customer number and this quotation number on your purchase order.

ESRI
380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45751225
Fax #: 909-307-3083

Quotation

Page 4

Date: 10/29/2001 Quotation Number: 25047626

Item	Qty	Product#Description	Unit Price	Extended Price

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are listed above.

By signing below, you are indicating that you are authorized to obligate funds for your company or organization.

If your organization is a US Federal Government agency or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

____

Signature of Authorized Representative

____

Name (Please Print)

____

Title

This quotation is valid for 90 days. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Ki Lyons Ext: 1225 (HARTOGT)

To expedite your order, please reference your customer number and this quotation number on your purchase order.

ESRI

ESRI QUOTATION TERMS AND CONDITIONS

Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA TEL 909-793-2853 FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (ESRI).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., Software License Agreement, credit application, and Tax Exemption Certificate) will be required to complete the order process. Generally, the need for these documents varies by the type of software ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software, on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier, or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File No. 54630, Los Angeles, CA 90074-4630

ESRI SOFTWARE LICENSING

All ESRI® software offered in this quotation are commercial off-the-shelf software developed at private expense and subject to ESRI commercial license terms. ESRI desktop software (i.e., PC ARC/INFO®, ArcView® GIS, and ArcCAD®) are subject to the shrink-wrap license agreement terms and conditions attached hereto. If you license certain software programs, a Master License Agreement signed by both parties may be required. Some ESRI software is copy protected with a software keycode or hardware key. You will be given instructions to access the keycode through the ESRI Web site or by other means.

DELIVERY

FOB Redlands, CA, USA

Software: Allow thirty (30) days from ESRI's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders below $800 require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget, please allow for applicable sales tax. ESRI reserves the right to collect sales tax assessed by states as required by law. ESRI will add state sales tax to the invoice unless proof with the order is shown to ESRI that your organization is tax exempt or pays state tax directly.

SOFTWARE MAINT.
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ESRI

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ESRI LICENSE AGREEMENT

This ESRI License Agreement (hereinafter referred to as "Agreement") is between you ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"), a California corporation, with its principal place of business at 380 New York Street, Redlands, California, 92373-8100, USA.

ARTICLE 1--DEFINITIONS

Definitions--As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.
(b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.
(c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.
(d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

ARTICLE 2--INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3--GRANT OF LICENSE

3.1 Grant of License--In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

(a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and
(b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Consultant Access--Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee, and so long as the consultant or contractor agrees to be bound by the terms and conditions of this Agreement.

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ARTICLE 4--SCOPE OF USE

4.1 Permitted Uses

- Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service or ESRI authorized distributors.
- Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups of the Software, Data, and Documentation.
- Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation.
- Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* Environmental Systems Research Institute, Inc., and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.
- Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.
- Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.
- Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

ARTICLE 5--MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6--TERM AND TERMINATION

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SOFTWARE MAINT.
A. 4. Page 12

ARTICLE 7--LIMITED WARRANTIES AND DISCLAIMERS

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ARTICLE 8--LIMITATION OF LIABILITY

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ESRI

ARTICLE 9--GENERAL PROVISIONS

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9.3 **Taxes and Fees, Shipping Charges**--License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 **No Implied Waivers**–The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 **Severability**–The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 **Counterparts**--This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

9.7 **Successor and Assigns**--Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

9.8 **Survival of Terms**–The provisions of Articles 6, 7, 8, and 9 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

9.9 **Equitable Relief**--Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

9.10 **Governing Law, Arbitration**

A. *Licensees in the United States of America, Its Possessions, and Territories*--This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 9.9 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the Arbitration provisions of this clause.
B. *All Other Licensees*--All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

ESRI

ARTICLE 10--ENTIRE AGREEMENT, AMENDMENTS

This Agreement and any Exhibit(s) constitute the sole and entire agreement of the parties as to the subject matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Except as otherwise expressly provided herein, any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

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ESRI™

EXHIBIT 1
SCOPE OF USE

ESRI® Software and Data	End Users/Developers: Single use License[1]	End Users/Developers: Concurrent use License[2]	End Users/Developers: Server License[3]	Developers: Deployment Fees: Standard	Developers: Deployment Fees: Internet	Developers: Redistribution of Components or DLLs
ArcView®	X	X				
ArcView GIS	X					
ArcView Extensions	X					
ArcView IMS			X			
ArcView Internet					X	
ArcView Business Analyst	X					
ArcLogistics™ Route[4]	X					
PC ARC/INFO®	X					
ArcCAD®	X					
Atlas GIS™	X					
Maplex	X					
MOLE™	X					
MOLE SDK	X			X		
DAK™	X					
*Business*MAP®	X					
ArcPad™ [5]	X[6]					
MapObjects® [7]	X			X		X
MapObjects LT	X					X[8]
MapObjects IMS			X			
Data Sets[9]	X					

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(c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

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5 ArcPad software is currently GPS-enabled for use with Trimble, Magellan, and Ashtech brand GPS receivers within the territory of the United States. Beginning one degree in latitude and logitude outside any United States' territorial border, ArcPad software is GPS-enabled for all compatible GPS receiver brands. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE OR FOR USE ON U.S. REGISTERED AND OPERATED VESSELS.

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ESRI™

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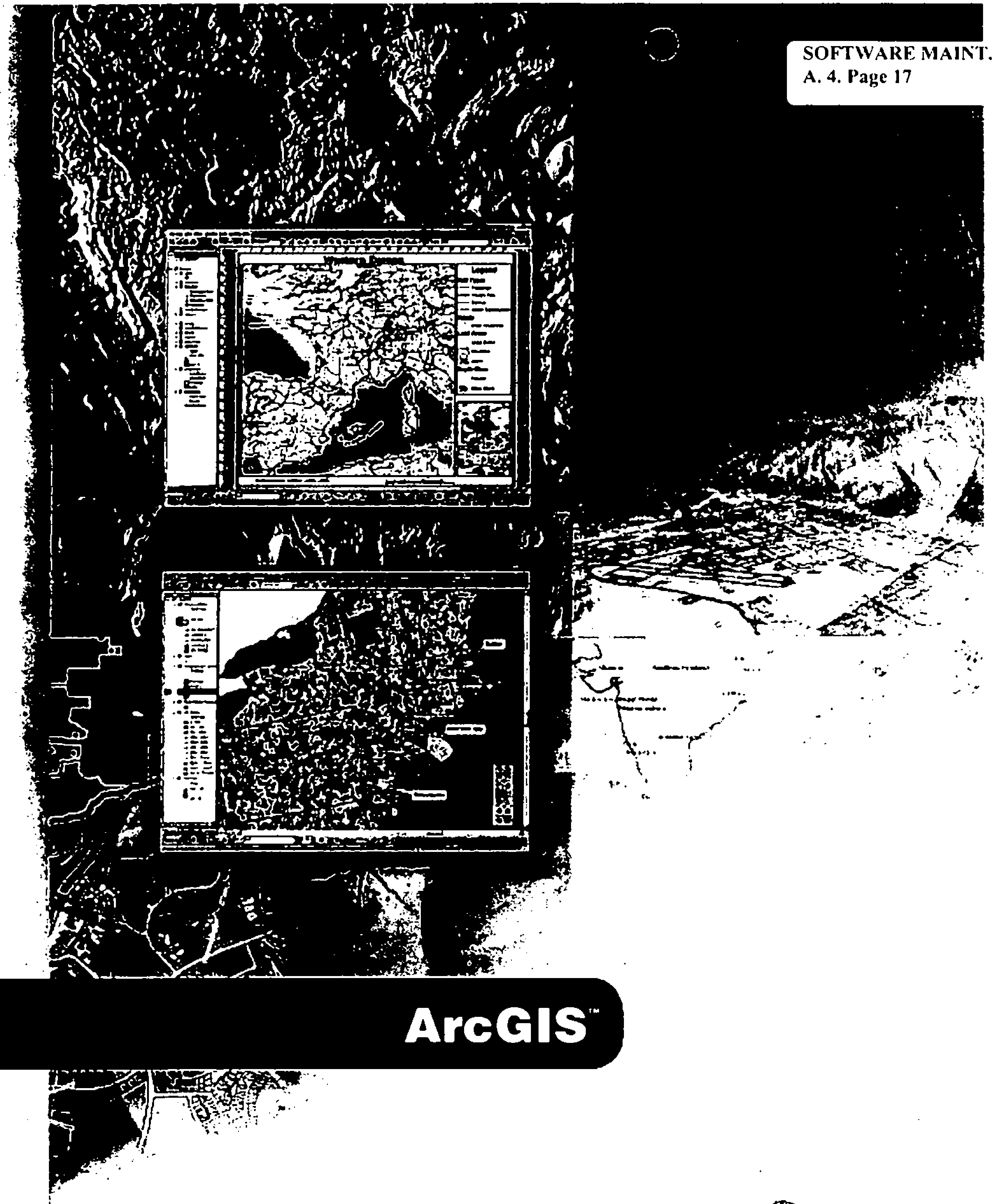


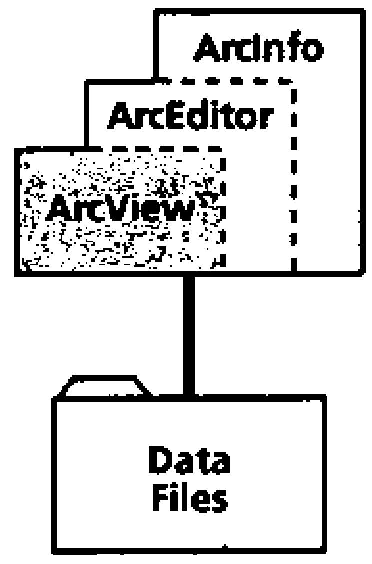
ArcGIS™

ESRI ArcGIS™

ArcGIS

The Complete Geographic Information System

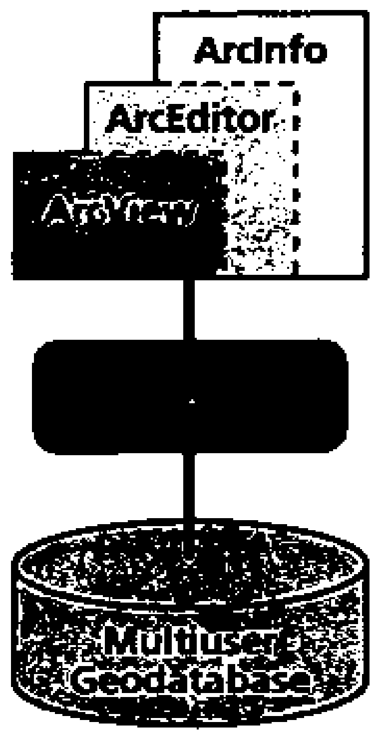
ArcGIS™ is a family of software products that form a complete geographic information system (GIS) built on industry standards that provide exceptional, yet easy-to-use capabilities out of the box. ArcView®, ArcEditor™, and ArcInfo™ software comprise the ArcGIS Desktop products, while ArcSDE™ and ArcIMS® software make up the Application Services products.



Desktop GIS

ArcGIS Key Features

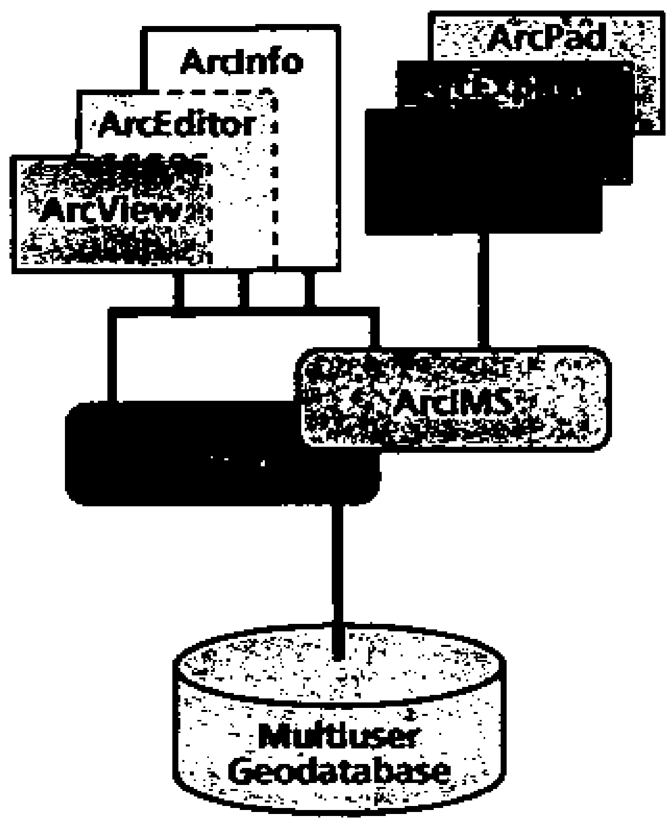
- Easy to use
- Extremely functional
- Scalable
- Web enabled
- Developer friendly



Collaborative GIS

The software follows standards for user interface design and interoperability. ArcGIS uses the following standard information technology (IT) components: VBA for customization, commercial database management system (DBMS) for data storage, and TCP/IP and HTTP for networks. The geographic data model supports business logic for versioning and intelligent features.

One of the results of this architecture is that you can conceive of and use geoprocessing as an information system. This means closely integrated data management including an unparalleled collaborative environment for multiuser editing and updating. And you can deploy GIS applications within your organization or across the Internet for many others to use for analysis, visualization, and decision making.



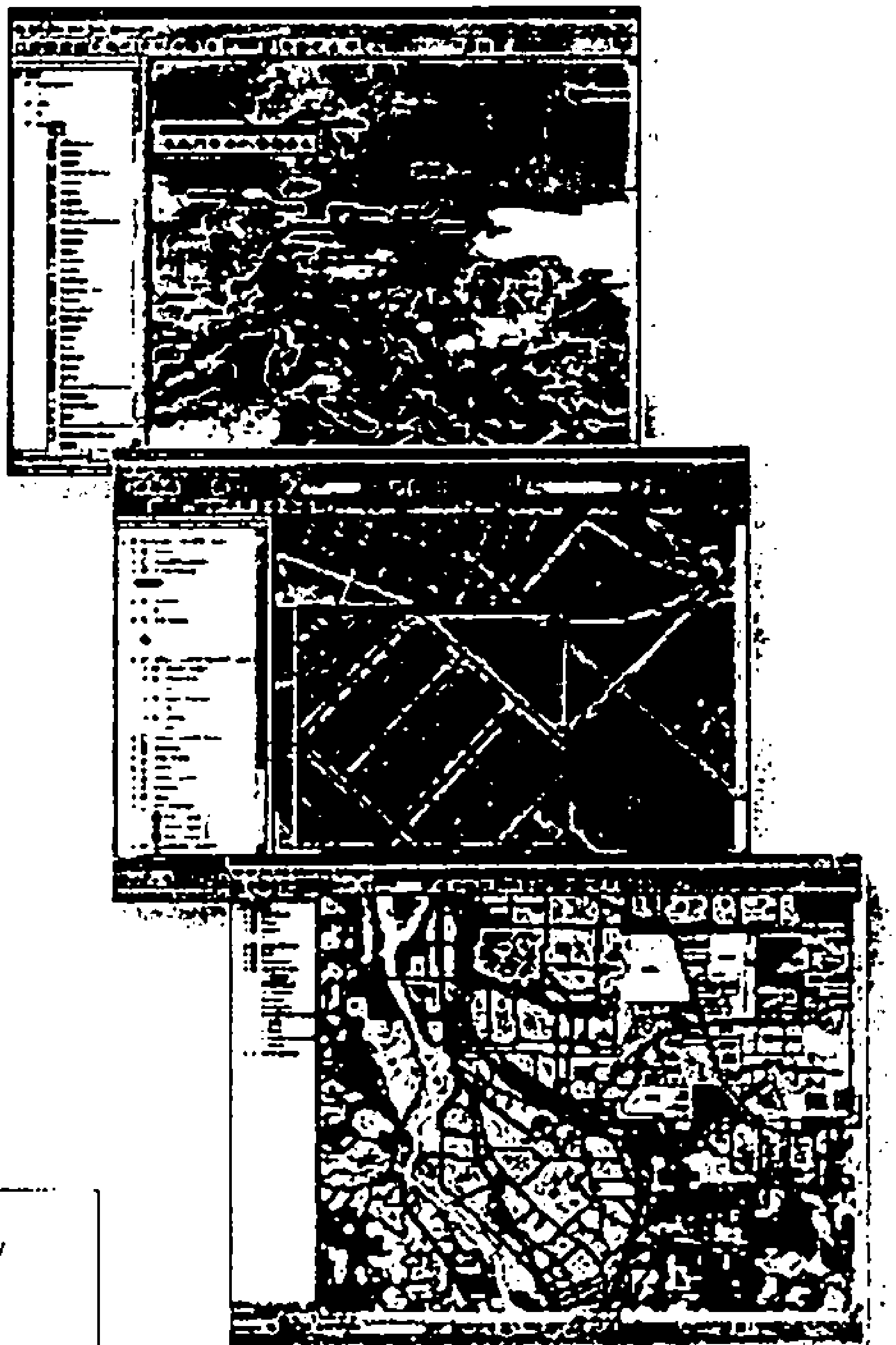
Enterprise GIS

ArcGIS is a scalable system that can be deployed in every organization, from an individual to a globally distributed network of people.

Cover screen of Western Europe: data provided by National Geographic Society

ArcGIS Desktop Products

The ArcGIS Desktop products consist of ArcView, ArcEditor, and ArcInfo. These three software products share a consistent user experience, common code base, unified extension model, and single development environment. This dramatically increases usability and interoperability while retaining flexible end user deployment options.



ArcView

ArcView is an exceptional stand-alone desktop GIS product, as well as the entry point into ArcGIS, and provides core mapping and GIS functionality. ArcView provides geographic data visualization, query, analysis, and integration capabilities along with the ability to create and edit geographic data.

ArcEditor

ArcEditor includes all the functionality of ArcView and adds the power to edit topologically integrated features in a geodatabase or coverage. Additional functionality includes support for multiuser editing, versioning, custom feature classes, feature-linked annotation, and dimensioning. ArcEditor allows you to create and edit all ESRI-supported vector data formats.

ArcInfo

ArcInfo is the complete GIS data creation, update, query, mapping, and analysis system. Within the ArcGIS software family, ArcInfo is the top of the line. It includes all the functionality of ArcView and ArcEditor and adds the advanced geoprocessing capabilities that make ArcInfo the de facto standard for GIS.

"My favorite features of ArcGIS are easier and more powerful feature editing, improved cartography, and the capability to use industry-standard programming environments."

Nick Seigal
Project Analyst
Criterion Planners/Engineers

"The easy user interface of ArcGIS is most appealing."

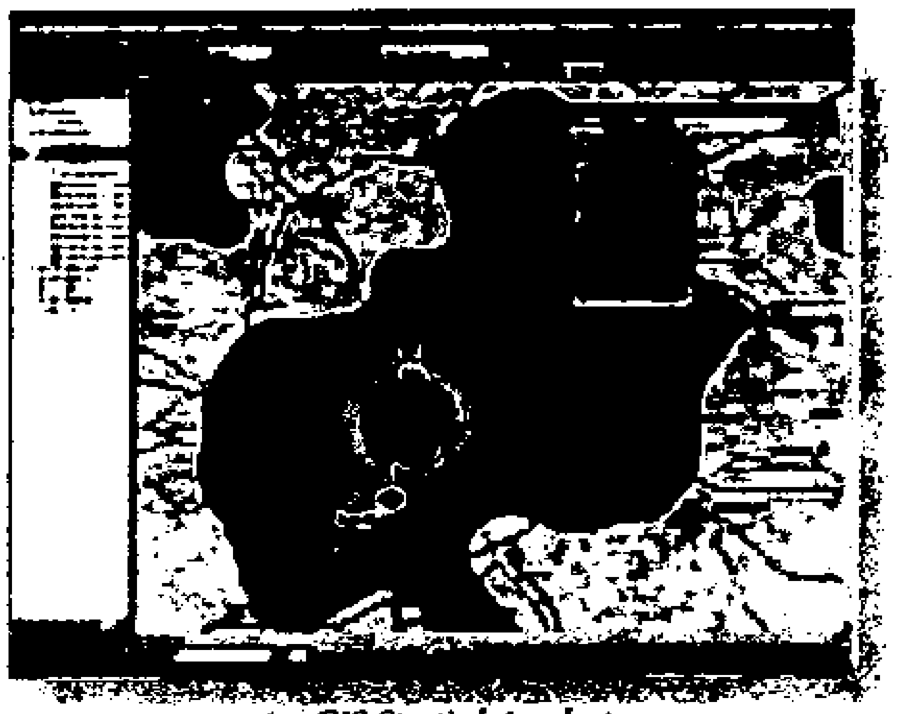
Dr. Fred Collins
IBM Global Service Federal Information

ArcGIS Desktop

ArcView	ArcEditor	ArcInfo
• Data access • Mapping • Customization • Spatial query • Simple feature editing	ArcView plus • Coverage and geodatabase editing	ArcEditor plus • Advanced geoprocessing • Data conversion • Workstation

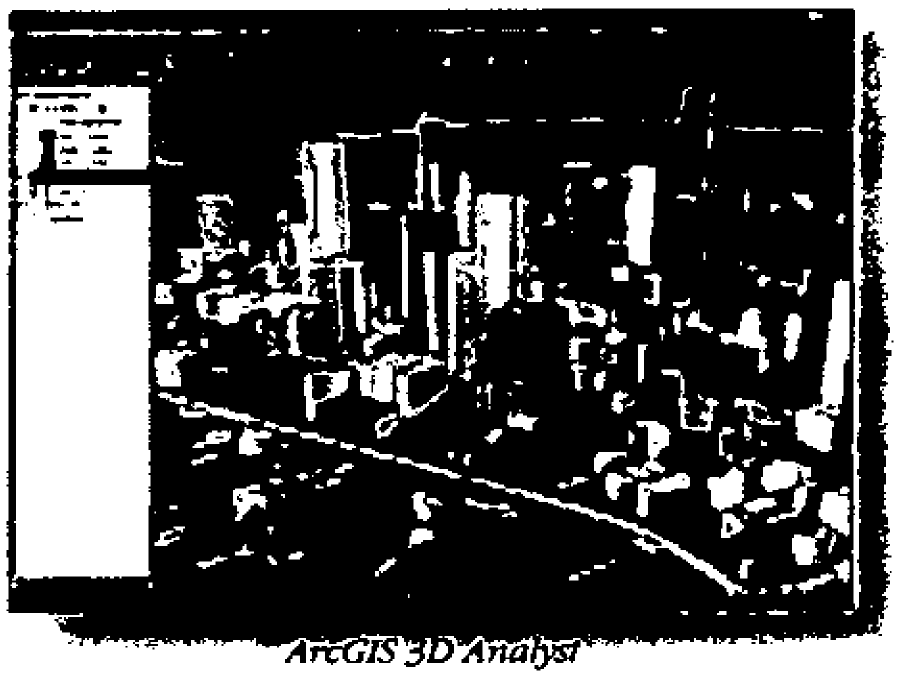
ArcGIS Extensions

The architecture supports a series of extensions that dramatically extend the functional capabilities of the ArcGIS Desktop products. One of the key features of the ArcGIS extensions is that they operate with the entire line of software including ArcView, ArcEditor, and ArcInfo. This significantly reduces training, operating, and acquisition costs.

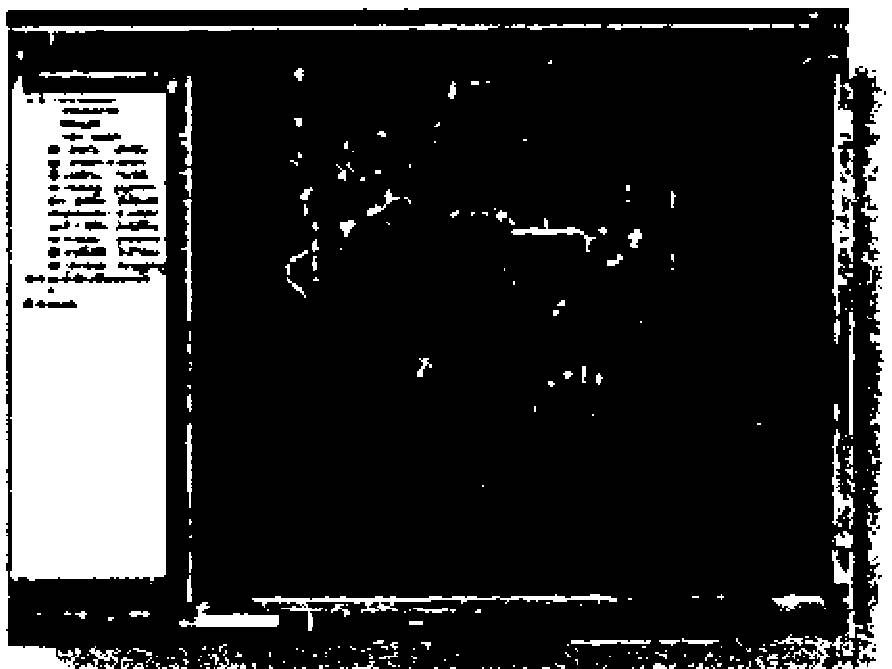


ArcGIS Spatial Analyst

ArcGIS Spatial Analyst	Advanced spatial analysis using raster and vector data.
ArcGIS 3D Analyst™	Three-dimensional visualization, topographic analysis, and surface creation.
ArcGIS Geostatistical Analyst	Statistical tools for data exploration, modeling, and advanced surface generation.
ArcGIS StreetMap™ USA	Advanced address matching and street map display.
ArcPress™ for ArcGIS	High-performance printing using a graphics metafile rasterizer that improves color output control and printing speed.
MrSID™ Encoder for ArcGIS	Produce and mosaic MrSID images from input images up to 500 MB.



ArcGIS 3D Analyst



ArcGIS Geostatistical Analyst

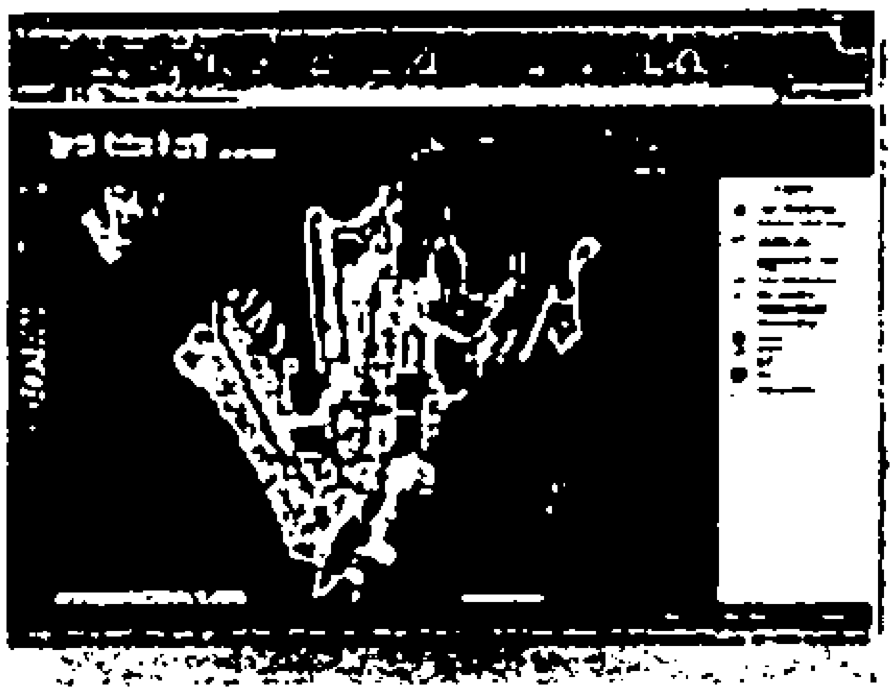
"Our lab staff was impressed with the advent of the new extensions, viewing ArcGIS 3D Analyst via ArcScene, integrated raster and vector analysis via ArcGIS Spatial Analyst, and the accurate surface creation that ArcGIS Geostatistical Analyst provides."

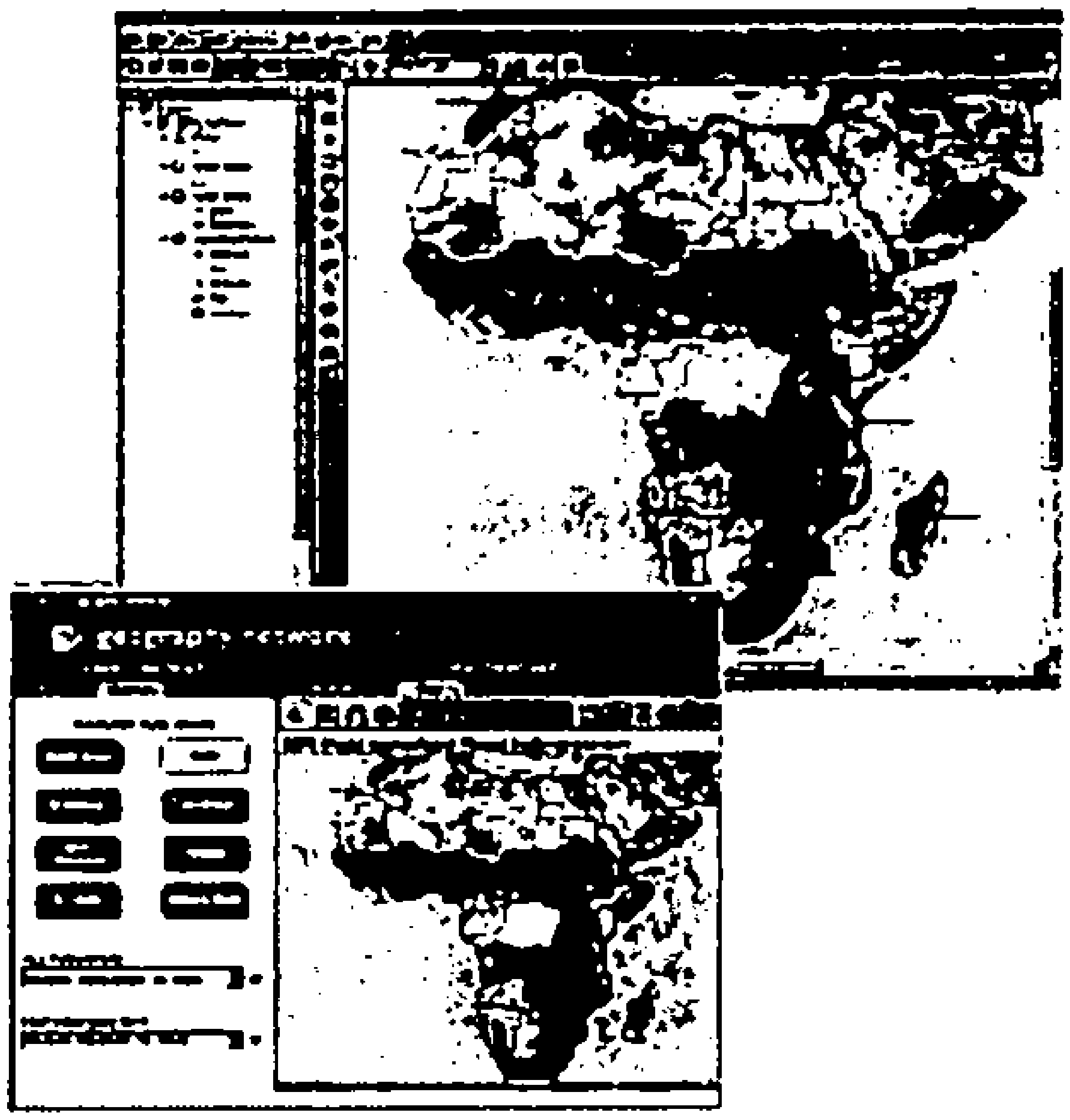
Paul Shanayda
UCS/OGIS GIS Coordinator
Ball State University

ArcGIS StreetMap USA

ArcSDE

ArcSDE is the gateway for GIS data in a DBMS. ArcSDE enables an organization to move from the traditional approach of managing collections of geographic data files to an integrated environment where all spatial data is managed as a continuous database in a DBMS. ArcSDE serves data directly to the ArcGIS Desktop products and through ArcIMS to a variety of lightweight Internet clients

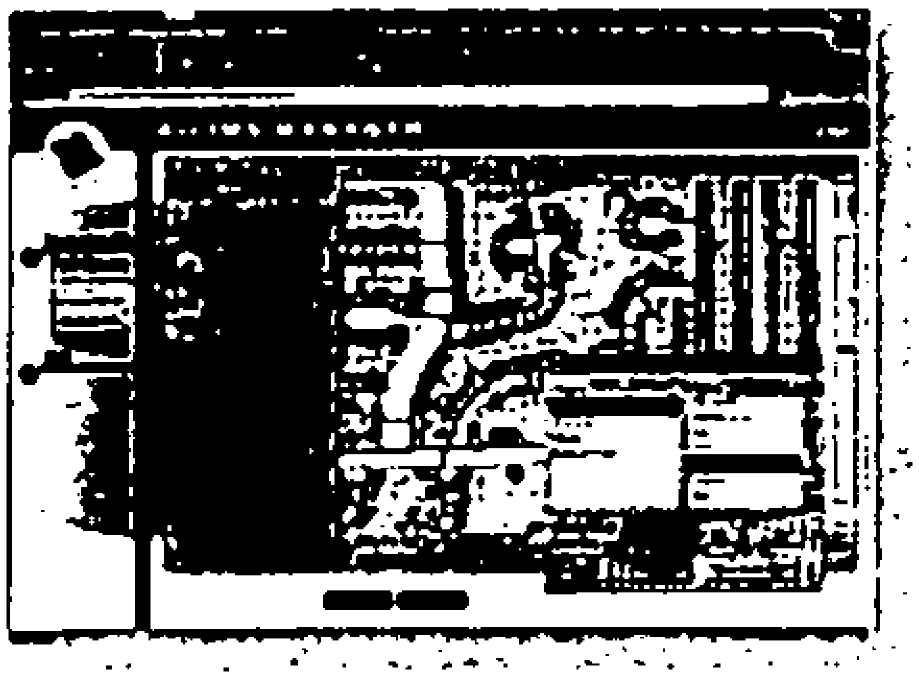




Geography Network

The Geography Network™ uses the power of ArcSDE and ArcIMS to provide a portal where people can publish, share, and use geographic data and services on the Web. With ArcGIS Desktop software, users can interact with Geography Network map services as if they were another layer of data on their desktop. Moreover, the Geography Network provides a model for any organization that needs to publish and share their geographic data.

ArcIMS



ArcIMS is the foundation for distributing and disseminating GIS data on the Internet. ArcIMS enables a common foundation for the exchange and sharing of resources by providing a collaborative environment for organizations to share information. ArcIMS works with a variety of clients including the ArcGIS Desktop products, ArcExplorer™, ArcPad™, Web browsers, and devices that support the wireless application protocol (WAP).

"The ability to use ArcIMS services is one of my favorite features in ArcGIS 8.1."

Glenn Hazelton
GIS Coordinator
Massachusetts Water Resources Authority

For more information, visit
www.esri.com/arcgis

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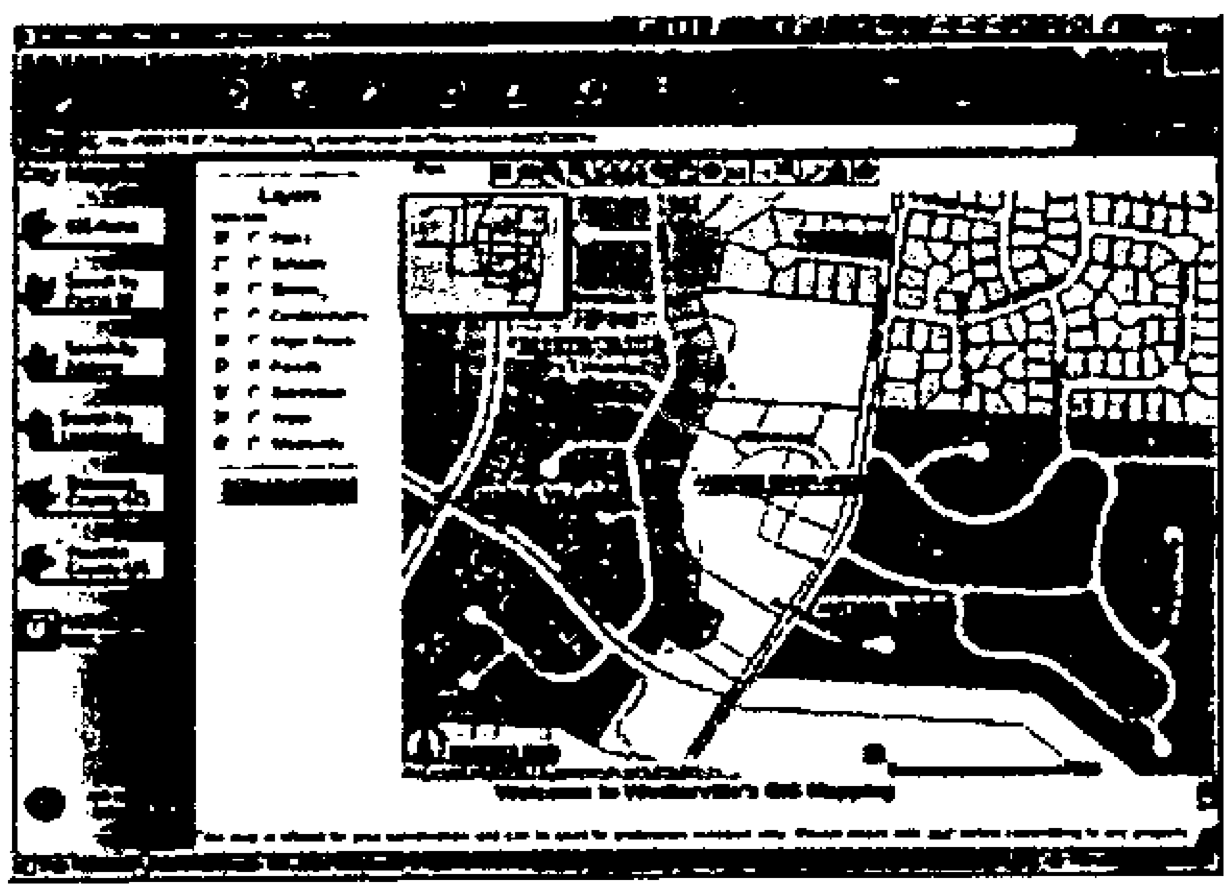
ArcIMS

Overview

Distributing geographic information over the Internet allows for real-time integration of data from around the world. ArcIMS is the solution that provides a common platform for this exchange. With ArcIMS you can access resources on the World Wide Web for more informed decision making.



ArcIMS lets you exchange, integrate, and analyze data in new ways. Users can combine data and information accessed over the Internet with local data for display, query, and analysis.

ArcIMS features

- Highly scalable server architecture
- Distributed system that can fit in with your existing Internet configuration
- Ability to take advantage of built-in templates or create your own powerful custom clients
- Standards-based communication

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The ArcIMS architecture has been specifically engineered to serve GIS data and services on the Internet. To successfully power large-scale sites, ArcIMS incorporates proven technology developed from ESRI's many years of experience in providing Web-enabled GIS.

Use ArcIMS to Provide Location Services

ArcIMS provides a diverse set of mapping, location analysis, and routing capabilities for location service developers. All around the world, ArcIMS is allowing personnel in the field, away from their office desks, to use wireless devices to access their corporate database and link to information relevant to their current location. Service providers are using ArcIMS to deliver maps to cell phones with routing and proximity search functions, provide personalized traffic reports and alerts, develop applications for fleet management and dispatching, and much more.

Next >> **Architecture**

STAFF REVIEW FORM

CONST. MATERIAL
A. 5. Page 1

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Randy Allen	Street	Public Works
Name	Division	Department

ACTION REQUIRED: Award bids for construction materials utilized by various City departments.

COST TO CITY:

$1,647,573	$1,821,638	In-House Pavement
Cost of this request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$174,065	N/A
Account Number	Funds Used to Date	Program Name
97022	$1,647,573	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator ____________ Administrative Services Director ____________

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

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

STAFF RECOMMENDATION:

Randy Allen	2-12-02
Division Head	Date
[signature]	2-12-02
Department Director	Date
[signature]	2/14/02
Administrative Services Director	Date
Dan Coody	2/19/02
Mayor	Date

Cross Reference

New Item: **YES NO**

Prev Ord/Res #: ____________

Orig. Contract Date: ____________

New Business ←
Consent —

STAFF REVIEW FORM

Description: Construction Materials **Meeting Date:** 3-5-02

Comments: **Reference Comments:**

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

FROM: Greg Boettcher, Public Works Director
Randy Allen, Street Superintendent R.A.

DATE: February 12, 2002

SUBJECT: **2002 Material Bids**

The following materials were opened for bid on 1/28/02. Staff has reviewed those bids and offers the following recommendations.

- Ready-Mix Concrete — Recommendation to award bid to Tune Concrete for Bid #02-03.
- Curb & Gutter, Sidewalk — Recommendation to award bid to Sweetser Construction Company for Bid #02-04.
- De-Icing Salt — Recommendation to award bid to Cargill, Inc. for Bid #02-05.
- Asphalt Oil — Recommendation to award bid to Koch Materials Company for Bid #02-06.
- Portland Cement, Sand — Recommendation to award bid to Tune Concrete for Bid #02-07.
- Red Hillside Gravel — Recommendation to award bid to Les Rogers, Inc. for Bid #02-08.
- Asphalt & Aggregates — Recommendation to award bid to McClinton-Anchor for Bid #02-09.
- Thermoplastic Pavement Striping — Recommendation to award bid to Time Striping, Inc. for Bid #02-10.
- Top Soil — The City had no bids submitted on topsoil so this item will be re-bid in the near future and the results will be available before the Agenda Session meeting of 2-26-02.

The materials bid will allow the Street Division and other Divisions to issue purchase orders for materials utilized in their respective divisions.

Schedule of Funds Available for Ready-Mix Concrete, Asphalt and Related Materials, Limestone Products, Hillside, Thermoplastic Striping and Curb Ramps.

Account #	Account / Project Name	Project #	Amount
4470-9470-5809.00	In-House Pavement Improvements	97022	$1,238,438
4470-9470-5814.00	In-House Sidewalk Improvements	96041	$414,405
2100-4120-5215.00	Hot Mix Asphalt & Gravel	Operations	$69,795
5400-4310-5216.00	Construction Materials	Operations	$65,000
5400-4410-5216.00	Construction Materials	Operations	$22,000
5400-5620-5216.00	Construction Materials	Operations	$12,000
	Total Funds Available		$1,821,638
	Funds Committed / Used		$174,065
	Funds Remaining		$1,647,573

Funds committed include labor and equipment for the In-House Paving Program of $50,000 and $174,065 respectively.

CITY OF FAYETTEVILLE, ARKANSAS
Bid 2002-03
Concrete

		Beaver	Mid-Continent	Tune
ITEM #	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	$ 50.80 CY YD	$ 53.00 cu yd	$ 48.85 cu yd
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	$ 52.30 cu yd	$ 55.00 cu yd	$ 50.35 cu yd
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	$ 53.80 cu yd	$ 57.00 cu yd	$ 54.00 cu yd
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	$ 55.30 cu yd	$ 61.00 cu yd	$ 60.00 cu yd
5	1% Calcium Chloride Admixture	$ 2.00 cu yd	$ 2.00 cu yd	$ 2.00 cu yd
6	2% Calcium Chloride Admixture	$ 4.00 cu yd	$ 4.00 cu yd	$ 4.00 cu yd
7	Air entraining admixture	No Charge	$ No Charge	$ .50
8	Hot Water	$ 2.00 cu yd	$ 2.00 cu yd	$ 2.00 cu yd
9	3/4" Rock	$ 1 00 cu yd	$ 2.00 cu yd	$ 1.00 cu yd
10	Exposed Aggregate	$ 6.00 cu yd	$ 6.00 cu yd	$ 60.85 cu yd
11	Flowable Fill	$ 46.00 cu yd	$ 40.00 cu yd	$ 42.00 cu yd
12	Concrete Sand- per Ton	$ 12.00 cu yd	$ 25.00 cu yd	$ 10.50 cu yd
13	Masonry Sand- per Ton	$ 15.00 cu yd	not avail.	$ 10.75 cu yd

Note: Beaver Lake- 3 yard minimum.
Note: Mid Continent- minimum $113 + tax. $53 + $60 delivery fee.
Note: Tune Concrete- 1 yard minimum Fuel prices in excess of 1.499 add 2% fuel surcharge

PVice
Peggy Vice

RWilliams 1/28/02
Witness- Rena Williams

BID: 02-04
DATE: 1/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: CURB, GUTTER & SIDEWALK MATERIALS

BIDDER	ITEM #1	ITEM #2	ITEM #3
SWEETSER INC	$8.35 pr ft $16,700.00 tot	$7.85 pr ft $7,850.00 tot	$4.55 pr ft $25,005.00 tot

Certified by P Vice
P Vice Purch Mgr

R Williams 1/28/02
Witness Date

BID: #02-05
DATE: 01/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: DE-ICING SALT

BIDDER	ITEM #1
CARGILL INC SALT DIVISION	$57.99 ton $23,196.00 tot
NORTH AMERICAN SALT CO	$68.65 ton $27,460.00 tot
OAKLEY FERTILIZER	$65.00 ton $26,000.00 tot

Certified by P Vice
P Vice Purch Mgr

R Williams 1/28/02
Witness Date

BID: #02-06
DATE: 01/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: ASPHALT OILS

BIDDER	ITEM #1	ITEM #2	ITEM #3	ITEM #4
ERGO ASPHALT & EMULSION	no bid	no bid	$0.8336	no bid
KOCH MATERIALS CO INC	no bid	no bid	$0.65 del'd	$1.20 del'd
NATIONAL OIL SUPPLY	no bid	$0.71	no bid	$0.91

Certified by P Vice — P Vice Purch Mgr R Williams — Witness 1/28/02 — Date

BID: #02-07
DATE: 01/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: PORTLAND CEMENT

BIDDER	ITEM #1	ITEM #2	ITEM #3
BEAVER LAKE CONCRETE INC	$98.00 ton	no bid	no bid
TUNE CONCRETE CO	$86.00 ton	$10.50 ton (over 25 ton)	$10.75 ton (over 25 ton)

Certified by P Vice
P Vice Purch Mgr

R Williams 1/28/02
Witness Date

BID: #02-08
DATE: 01/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: RED HILLSIDE GRAVEL

BIDDER	ITEM #1	ITEM #2
LES ROGERS INC	$1.25	$2.65

Certified by P Vice
P Vice Purch Mgr

R Williams
Witness

1/28/02
Date

City of Fayetteville
Bid 02-9 Street Materials

ITE	DESCRIPTION	McClinton Anchor (West Fork) UNIT PRICE	McClinton Anchor (Hindsville) UNIT PRICE	McClinton Anchor (Sharps) UNIT PRICE	Rogers Group UNIT PRICE
1	Course Lime	$ 3.00 ton	$ 3.75 ton	$ ton	$ 5.25 ton
2	Abrasives LS (Grit)	$ 5.75 ton	$ 5.50 ton	$ ton	$ ton
3	1 1/4" Concrete Aggregate	$ ton	$ 6.90 ton	$ ton	$ 6.70 ton
4	3/4" Concrete Aggregate	$ ton	$ 7.25 ton	$ ton	$ 7.05 ton
5	Class 7 Base (SB-2)	$ 6.10 ton	$ 5.00 ton	$ 5.00 ton	$ 4.95 ton
6	Fill Material	$ ton	$ 1.50 ton	$ 1.50 ton	$ 2.00 ton
7	Surge Pile (8" minus)	$ ton	$ 5.50 ton	$ 5.50 ton	$ 9.00 ton
8	Rip Rap (Sized Rock)	$ ton	$ 10.50 ton	$ 10.50 ton	$ 10.00 ton
9	Shot Rock	$ ton	$ 4.75 ton	$ 4.75 ton	$ 5.00 ton
10	Superpave	$ 27.25 ton	$ 27.25 ton	$ 27.50 ton	$ ton
11	TY 2 HM SURF	$ 23.50 ton	$ ton	$ 24.96 ton	$ ton
12	TY 3 HM SURF	$ 22.00 ton	$ ton	$ 23.75 ton	$ ton
13	TY 2 HM SURF SS	$ 24.25 ton	$ ton	$ 25.25 ton	$ ton
14	TY 3 HM SURF SS	$ 25.75 ton	$ ton	$ 25.25 ton	$ ton
15	Premix-Course	$ 27.00 ton	$ ton	$ 27.00 ton	$ ton
16	HM Base (Black Base)	$ 20.75 ton	$ ton	$ 21.00 ton	$ ton
17	TY 1 HM Binder	$ 22.25 ton	$ ton	$ 21.50 ton	$ ton
18	TY 2 HM Binder	$ 22.25 ton	$ ton	$ 21.50 ton	$ ton
19	Delivery price to City of Fayetteville Corporate City Limits	$ * ton	$ * ton	$ * ton	$ * ton $ * ton
		*Agg-2.15/ton *RipRap-3.15/to *Asphalt-2.45/tc	2.65/ton 3.65/ton 2.95/ton	2.80/ton 3.80/ton 3.10/ton	*2.75 N. of Township *3.00 S. of Township RipRap to haul Add $1.00/Ton

Bidders: McClinton Anchor (West Fork), McClinton Anchor (Hindsville), McClinton Anchor (Sharps), Rogers Group

PVice

Peggy Vice, Purchasing

R Williams 1/28/02

Witness-Rena Williams

Certification of Bid Tabulation

BID: #02-10
DATE: 01/28/02
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: THERMOPLASTIC MARKING

BIDDER		ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
TIME STRIPING INC		$0.30 $13,500.00	$100.00	$150.00	$750.00	$200.00	$0.50

Certified by P Vice — P Vice Purch Mgr
R Williams — Witness
1/28/02 — Date

CITY OF FAYETTEVILLE, AR
113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

BID: FORMAL ☐ INFORMAL ☐ VERBAL QUOTATION ☐

BID BOND REQUIRED YES ☐ NO ☐

PERFORMANCE BOND REQUIRED YES ☐ NO ☐

TABULATION OF BIDS

PROJECT ______

DESCRIPTION Top Soil ______ F.O.B. ______ DATE OPENED ______

BID NO. 02-11 PROJECT NO. ______

		ITEM	ITEM	ITEM	ITEM	ITEM	EXTENSION
BIDDER:	UNIT/QUANT COST	No Bid					
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
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BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT. COST						

BID AWARD SUMMARY:

ITEM ______ TO ______ P.O. # ______

ITEM ______ TO ______ P.O. # ______

ITEM ______ TO ______ P.O. # ______

ITEM ______ TO ______ P.O. # ______

ITEM ______ TO ______ P.O. # ______

DATE ______ CERTIFIED BY

REMARKS:

______
PURCHASING OFFICER

______
WITNESS

STAFF REVIEW FORM

__X__ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of __March 5, 2002__

FROM:

Name	Division	Department
Ray M. Boudreaux	Airport	Aviation & Economic Development

ACTION REQUIRED: Resolution by the Fayetteville City Council to approve the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board at their February 7, 2002 meeting.

COST TO CITY:

$	$	
Cost of this Request	Category/Project Budget	Category/Project Name
	$	
Account Number	Funds used to date	Program Name
	$	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager	Date	Administrative Services Dir.	Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	2/15/02	Internal Auditor	2/15/02	GRANTING AGENCY
City Attorney	2/15/02	ADA Coordinator	Date	
Purchasing Officer	2/15/02	Grants Coordinator	Date	

STAFF RECOMMENDATION: Recommend Approval

Division Head	Date
Department Director	Feb 14, 2002
Administrative Services Director	2/19/02
Mayor	2/19/02

Cross Reference

New Item: Yes X No
Prev. Ord/Res#: ______
Orig Cont. Date: ______
Orig Cont #: ______

STAFF REVIEW FORM

Meeting Date: March 5, 2002

Description: New Airport Mission Statement as approved and recommended by the Airport Advisory Board.

Comments:

Budget Manager	Reference Comments:
Accounting Manager	Reference Comments:
City Attorney	Reference Comments:
Purchasing Officer	Reference Comments:
Internal Auditor	Reference Comments
ADA Coordinator	Reference Comments:
Grants Coordinator	Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7642

AVIATION AND ECONOMIC DEVELOPMENT
RAY M. BOUDREAUX, DIRECTOR

TO: Dan Coody, Mayor
City Council Members
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: February 14, 2002
SUBJECT: Airport Mission Statement

Background: As a result of the Strategic Planning sessions held by the Airport Advisory Board, a new mission statement was developed. At their February 7, 2002 board meeting the new mission statement was approved.

Purpose: The purpose of this agenda item is to approve or ratify the mission statement as recommended by the Airport Advisory Board.

Budget Considerations: No impact.

Requested Action: Staff recommends the City Council approve the mission statement as approved by the Airport Advisory Board.

Attachments: Mission Statement

MISSION STATEMENT
FAYETTEVILLE MUNICIPAL AIRPORT
2002-2006

MISSION: To serve Fayetteville and Northwest Arkansas by providing access to aviation transportation and educational programs that contribute to the community and its prosperity.

GOALS:

- Foster partnerships with:
  - the business community
  - educational institutions
- Capitalize on the assets of the airport
- Ensure fiscal stability of the airport
- Contribute to the economic well-being of the community

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STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

Task Order #10
McClelland Consulting Engineers

FROM:

Ray Boudreaux	Airport	Aviation & Economic Development
Name	Division	Department

ACTION REQUIRED: A Resolution which approves and authorizes the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approves a budget adjustment for the project.

COST TO CITY:
(16,103) State Grant Revenue

$ 21,350	$ 476,593	Professional Services
Cost of this Request	Category/Project Budget	Category/Project Name
5550-3960-5314-00	$ 125,030	Airport Capital Exp
Account Number	Funds used to date	Program Name
98054	$ 351,563	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager Date 2/15/02 — Administrative Services Dir. Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	2/15/02	Internal Auditor	2/15/02	Arkansas Dept. of Aeronautics
	Date		Date	**GRANTING AGENCY**
City Attorney	2/15/02	ADA Coordinator	Date	
Purchasing Officer	2/15/02	Grants Coordinator	Date	

STAFF RECOMMENDATION: Approval & signature of Mayor

Division Head — Date
Department Director — Date Feb 14, 2002
Administrative Services Director — Date 2/19/02
Mayor — Date 2/19/02

Cross Reference

New Item: Yes No
Prev. Ord/Res#: 01-25
Orig Cont. Date: 3/7/00
Orig Cont #: 747

STAFF REVIEW FORM

Description: **Meeting Date:** 03/05/2002

Task Order #10, McClelland Consulting Engineers, Inc.

Comments:

Budget Manager

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

Internal Auditor

Reference Comments

ADA Coordinator

Reference Comments:

Grants Coordinator

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

4500 School Ave., Suite F
Fayetteville, AR 72701
501.718.7642

AVIATION AND ECONOMIC DEVELOPMENT
RAY M. BOUDREAUX, DIRECTOR

TO:	Dan Coody, Mayor City Council Members
THRU:	Staff Review Committee
FROM:	Ray M. Boudreaux, Director
DATE:	February 14, 2002
SUBJECT:	Task Order #10, Corporate Hangar Complex

Background: Airport Management has been approached by two local business people who have requested to lease airport property, and to construct larger, corporate style hangars at their expense. In order to accommodate this class of airport user, and to promote future growth of corporate aviation at Drake Field, re-development of unused airport property is desired. A preliminary plan which utilizes existing unused vehicle parking pavement south of the terminal building will provide an area to construct up to eight corporate hangars. Utilizing the existing pavement will reduce overall project costs, provide easy access from Hwy 71, and serve to further the goal of stimulating aviation related business activity at Drake Field.

Purpose: The project constitutes two components. Under the Arkansas Department of Aeronautics Airport Grant (SAAG) program 90/10% grant classification, we will perform renovation to an unused asphalt vehicle parking area. Also included in the project under the SAAG 75/25% grant classification is construction of a small portion of additional ramp, and extension of taxiway to the existing terminal ramp. This will provide access to the runway from the new hangars. A conceptual drawing of the proposed project is attached for your information.

Under a land lease arrangement with the airport, two privately financed 100' x 100' corporate type hangars will be built adjacent to the refurbished aircraft parking ramp. It is anticipated that the two initial hangars will stimulate other new corporate aircraft activity and hangar construction at Drake Field.

Arkansas Department of Aeronautics will provide grant funding in the amount of $74,088, or 90% of a total project cost of $82,320 for Apron Renovation. Also approved by the State is $92,512, or 75% of a total project cost of $123,350, for Taxiway & Apron Expansion.

The purpose of this request is to approve Task Order # 10, Engineering and Construction Observation for "Corporate Hangar Complex," and approval of a budget adjustment recognizing the state grant funding and total project cost.

The Airport Board, at their meeting of February 7, 2002 approved of the project concept and initiation of Task Order #10, and requested the contract be forwarded to the City Council for approval.

Budget Considerations:
The Corporate Hangar Complex project is not included in the airport's Capital Improvements program budget. However, sufficient budget funding exists in the Professional Services line item for the engineering / design portion of the project. A budget adjustment which reflects the additional state grant funding, and the total project cost is included with this approval request.

Requested Action: Staff recommends approval of, and signature by the Mayor of the attached Task Order #10, with McClelland Consulting Engineers, Inc., and approval of a budget adjustment .

RB/jn

Attachments: Task Order #10, Corporate Hangar Complex - 3 originals
Conceptual project drawing

City of Fayetteville, Arkansas
Budget Adjustment Form

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Budget Year	Department:	Aviation & Economic Development	Date Requested	Adjustment #
2002	Division:	Airport	03/05/2002	
	Program:	Capital		

Project or Item Requested:

$185,305 is requested in the Contract Services account the cost of Corporate Hangar Complex aircraft parking ramp construction.

Project or Item Deleted:

To recognize $169,600 in State Grant Revenue and to use $15,705 in the Airport Use of Fund Balance.

Justification of this Increase:

This project will provide for the development of a corporate hangar complex area, utilizing existing unused pavement former vehicle parking.

Justification of this Decrease:

The Arkansas Department of Aeronautics is providing two grants under their 90/10% & 75/25% programs.

Sufficient funding remains in projects to meet 2002 objectives.

Sufficient funding remains to comply with City policy.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Contract Services	185,305	5550	3960		5315	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
State Grants	169,600	5550	0955		6805	00		
Use of Fund Balance	15,705	5550	0955		4999	99		

Approval Signatures

Requested By — Date

Budget Manager — Date

Department Director — Date 2/19/02

Admin. Services Director — Date 2/19/02

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

TASK ORDER NO. 10
CORPORATE HANGAR COMPLEX

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on March 7, 2000. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville (OWNER) and McClelland Consulting Engineers (ENGINEER) sets forth the project description, project schedule, and engineering fees related to the Corporate Hangar Complex Apron and Taxiway improvements, Drake Field.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: performing the surveying and preliminary engineering for initial phase of the Corporate Hangar Complex; providing preliminary cost estimates; and performing the engineering services associated with detailed design and construction of the initial phase of development.

SECTION II - PROJECT SCHEDULE

From the time the OWNER issues the Notice To Proceed (NTP), the ENGINEER will endeavor to execute the project within the following time periods:

Task	Completion After NTP
A. Surveying:	10 calendar days
B. Preliminary Engineering & Cost Estimates:	25 calendar days
C. Submittal of detailed Design,	55 calendar days
D. Advertise for bids:	85 calendar days

SECTION III - SCOPE OF SERVICES

The ENGINEER shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, the project is likely to include:

A. Surveying for the initial Phase of the Corporate Hangar Complex.

B. Performing preliminary engineering for the initial Phase of the Corporate Hangar Complex; formulating preliminary construction cost estimates, and meeting with the City to discuss the project.

C. Performing the detailed design of the initial Phase of the Corporate Hangar Complex.

D. Advertising for competitive bids and recommending the award of a construction contract.

E. Construction Administration, Inspection and prepare "Record Drawings" for the completion of construction based upon the Contractor's mark-ups.

F. Construction staking of a baseline.

G. Construction Materials Testing.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to the Engineer as compensation for his services:

A. Surveying:	a lump sum of $ 1,500.
B. Preliminary Engineering; Cost Estimates, and Meetings	a lump sum of $ 5,000.
C. Detailed Plans & Specs for:	a lump sum of $ 5,000.
D. Bidding Service:	a lump sum of $ 1,000.
E. Construction Administration & Inspection:	hourly rates, estimated to be
Contr. Admin	$ 550.
Observation	$ 5840.
Record Drawings	$ 310.
F. Construction Baseline Staking:	a lump sum of $ 400.
G. Construction materials testing:	hourly rates & unit prices, estimated to be $1,750.

Appendix A presents hourly rates for personnel anticipated to be assigned to this project by the ENGINEER.

Appendix B presents the basis of payments to the ENGINEER.

SECTON V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

By: ______________________ Attest: ______________________

Mayor

Date: ______________________

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: ______________________ Attest: ______________________

President Vice President

Date: 2/14/02

[redacted]

APPENDIX A

Hourly Rates for Personnel
Drake Field, Fayetteville Municipal Airport

CATEGORY	BILLABLE HOURLY RATE RANGE
Project Director	$98 to $112
Principal Engineer	$81 to $98
Engineer III	$65 to $81
Engineer II	$49 to $65
Engineer I	$41 to $49
Registered Surveyor	$41 to $49
Computer Technician	$46 to $55
Engineering Technician	$46 to $57
Survey Crew (2 man)	$55 to $68
Clerical Support	$22 to $38
CADD Technician III	$44 to $55
CADD Technician II	$32 to $44
CADD Technician I	$22 to $32
Soils Lab Supervisor	$38 to $44
Soils Technician II	$27 to $33
Soils Technician I	$22 to $27

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APPENDIX "B"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 10
CORPORATE HANGAR COMPLEX
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

LINE NO	SCOPE I.D.	CLASSIFICATION »	PROJECT DIRECTOR	PRINCIPAL MANAGER	ENGINEER III	Comp/Engr TECH.	CADD TECH. III	CADD TECH. II	CADD TECH. I	LICENSED SURVEYOR	SURVEY CREW	CLERK TYPIST	INSPECTOR (ENGR. TECH.)	LAB Supervisor	SOILS TECH. II	SOILS TECH. I	MILEAGE	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
		Hourly Billing Rate »	$110.00	$95.00	$80.00	$55.00	$50.00	$40.00	$30.00	$50.00	$70.00	$30.00	$55.00	$40.00	$30.00	$25.00	$0.35			
		TASK DESCRIPTION																		
1	A	SURVEYING		1		10				3	10						35			$1,567.25
2	B	PRELIMINARY ENGINEERING	1	4	8			10	30			1					32	$250		$2,721.20
4		Formulate Construction Plan	0.5	4		4						2								$715.00
5		Formulate Construction Cost Estimates			4							1								$350.00
6		Meeting with City to Discuss Implementation		1	1							1					16			$180.60
[illegible]	C	DETAILED DESIGN	1	4	28	8	3	10	30			12					16	$200		$5,825.60
[illegible]	D	BIDDING SERVICES FOR PROJECT	1	2	8							2					16			$1,005.60
11	E	CONSTRUCTION ADMINISTRATION & INSPECTION																		$0.00
12		Contract Administration	1	1	4															$525.00
13		Const. Observation		1	2							2	60				500			$5,880.00
14		Record Drawings			1				4				2							$310.00
15	F	CONSTRUCTION STAKING			0.5		1			1	3		0.5				15		$15	$387.75
16	G	CONSTRUCTION MATERIALS TESTING		1	2							6		4	30	8	150			$1,747.50
		Subtotals	4.5	18	41	22	3	20	64	3	10	20	100	4	30	8	815	$450	$0	$20,365.50

[redacted]

PROJECT COST ESTIMATE
CORPORATE HANGAR COMPLEX
DRAKE FIELD
FAYETTEVILLE MUNICIPAL AIRPORT
28-Jan-2002

APRON RENOVATION

Estimated Construction Cost	$71,120.00
Contingency (5%)	$3,600.00
Subtotal	$74,720.00
Engineering Design	$4,000.00
Bidding Phase	$400.00
Contr. Admin & Observation	$2,500.00
Construction Material Testing	$700.00
Estimated Apron Cost	**$82,320.00**

TAXIWAY & APRON EXPANSION

Estimated Construction Cost	$105,700.00
Contingency (5%)	$5,300.00
Subtotal	$111,000.00
Engineering Design	$6,500.00
Bidding Phase	$600.00
Contr. Admin & Observation	$4,200.00
Construction Material Testing	$1,050.00
Estimated Taxiway & Apron Exp. Cost	**$123,350.00**
TOTAL ESTIMATED PROJECT COST	**$205,670.00**

APRON RENOVATION
CORPORATE HANGAR COMPLEX
DRAKE FIELD
FAYETTEVILLE MUNICIPAL AIRPORT
28-Jan-2002

Item	Quantity	Unit	Unit Price	Extended
Remove Trees & Relocate	8	EA	$ 600.00	$ 4,800.00
Excavate Tree Wells	250	CY	$ 10.00	$ 2,500.00
Select Borrow (24")	250	CY	$ 18.00	$ 4,500.00
Topsoil Replacement	50	CY	$ 10.00	$ 500.00
Stabilization Fabric	180	SY	$ 1.30	$ 234.00
Crushed Stone Base	100	TN	$ 18.00	$ 1,800.00
Asphalt Leveling (2" to 3"))	435	TN	$ 52.00	$ 22,620.00
Asphalt Surface Course (2")	320	TN	$ 52.00	$ 16,640.00
Tack Coat	450	GA	$ 1.50	$ 675.00
Storm Drainage Pipe (12")	250	LF	$ 25.00	$ 6,250.00
Grate Inlets	2	EA	$ 2,600.00	$ 5,200.00
Remove Curb and Gutter	1	LS	$ 3,500.00	$ 3,500.00
Remove Light Pole	2	EA	$ 700.00	$ 1,400.00
Seeding	1	LS	$ 500.00	$ 500.00
	Subtotal Construction Cost			**$ 71,119.00**

TAXIWAY & APRON EXPANSION
CORPORATE HANGAR COMPLEX
DRAKE FIELD
FAYETTEVILLE MUNICIPAL AIRPORT
28-Jan-2002

Item	Quantity	Unit	Unit Price	Extended
Excavation	1100	CY	$ 10.00	$11,000.00
Select Borrow (24")	750	CY	$ 18.00	$13,500.00
Topsoil Replacement	150	CY	$ 15.00	$2,250.00
Stabilization Fabric	1100	SY	$ 1.30	$1,430.00
Crushed Stone Base (8")	480	TN	$ 18.00	$8,640.00
Prime Coat	250	GA	$ 2.40	$600.00
Asphalt Surface Course (4")	240	TN	$ 52.00	$12,480.00
Storm Drainage Pipe (18")	200	LF	$ 30.00	$6,000.00
Grate Inlets	1	EA	$ 2,600.00	$2,600.00
Junction Box	1	EA	$ 2,600.00	$2,600.00
Remove Light Pole	1	EA	$ 700.00	$700.00
Remove Light Pole & Cable	1	EA	$ 700.00	$700.00
Encase Force Main	120	LF	$ 30.00	$3,600.00
Sanitary Sewer Pump Station (House Grinder Pump)	1	LS	$ 25,000.00	$25,000.00
Force Main (2")	250	LF	$ 14.00	$3,500.00
Water Line (2-1/2")	500	LF	$ 15.00	$7,500.00
Double Water Meter Setting	1	EA	$ 600.00	$600.00
Blow-off Assembly	1	EA	$ 1,000.00	$1,000.00
Seeding	1	LS	$ 2,000.00	$2,000.00
	Subtotal Construction Cost			**$105,700.00**

STAFF REVIEW FORM

XXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Name	Division	Department
Sharon Crosson	Utilities Management	General Services

ACTION REQUIRED:

Approval of bid waiver and contract award to Tele-Works, Inc. for an Automated Citizen Information System.

COST TO CITY:

$ 96,994 (project) $ 21,100 (maint)	$ 97,000 (project) $ 0 (maint.)	Automated Citizen Information System
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5801-00 1010- 0500-00	$ 189 (project) $ 0 (maint.)	Capital Improv.(proj) Pre-Paid Expense (mnt)
Account Number	Funds Used To Date	Program Name
01009-1	$ 96,811 (project) $ 0 (maint.)	Capital Improv. (Proj) General Fund (maint.)
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager 2/13/02

Administrative Services Director

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

Accounting Manager — Date 2/14/02 | Internal Auditor — Date 2/14/02

City Attorney — Date 2/14/02 | ADA Coordinator — Date

Purchasing Officer — Date 2/15/02 | Grant Coordinator — Date

STAFF RECOMMENDATION:
Staff recommends approval of bid waiver and contract award.

Division Head — Date 2-12-02

Department Director — Date 2-19-02

Administrative Services Director — Date 2/19/02

Mayor — Date 2/19/02

Cross Reference

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

Prev Ord/Res #: ________

Orig Contract Date: ________

Orig Contract Number: ________

STAFF REVIEW FORM - Page 2

Description Automated Citizen Information System Meeting Date March 5, 2002

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Mayor Dan Coody D. Coody
Gary Dumas, General Services Director

FROM: Sharon Crosson, Telecommunications Manager

DATE: February 12, 2002

SUBJECT: **Request for Approval of Bid Waiver and Contract Award to Tele-Works, Inc.**

Staff requests council approval for a bid waiver and contract award to Tele-Works, Inc. for an Automated Citizen Information System (ACIS). This system will allow the City of Fayetteville to ***"Better Inform and Better Serve"*** our citizens. The ACIS is a one-stop information shop for citizens and business owners to access commonly requested information on City programs and services 24-hours a day. The following page describes the numerous functionalities of the system and how it will provide an invaluable service to our community.

BID WAIVER - SOLE SOURCE VENDOR

A Request for Information (RFI) was initiated on January 11, 2002. The RFI was mailed to representatives of Tele-Works, Selectron, and Frank Solutions. The RFI was also advertised on January 13, in the Arkansas Democrat Gazette. While, we received numerous inquiries on the project, only two responses were received at the opening date of January 25, 2002. The response received by Frank Solutions was not only incomplete, but they were not able to meet all of the specifications required in the RFI, namely the text-to-speech (TTS) functionality. An exemption from the formal bidding process is permitted when a written determination is made that there is only one source for the required commodity or service. This being the case, we request the requirements for the formal bidding process be waived. Additional sole source justification information is attached.

TOTAL PROJECT PRICE

The contract price is $75,150. An additional $13,026 is needed for application program interfaces (API) required for interfacing with New World Systems and Hansen Technologies; advertisement of the RFI; and sales tax applied to the system price. And finally, a 10% project contingency of $8,818 to cover any unforseen expenses and or additional trips required by Tele-Works to complete the implementation. The total requested amount to fund this project is

$96,994. There is $97,000 budgeted in 2002 for the project.

MULTI-YEAR MAINTENANCE COST

Staff requests approval of an additional $21,100 for the purchase of a multi-year maintenance agreement. Although the first year following the purchase is covered by warranty, annual maintenance thereafter will cost 15% of the total system price ($83,500 pre-discounted price). If we purchase the extended agreement now for a 2-year term, the maintenance cost will drop to 12%, a savings of $5,256. The $21,100 will be paid from pre-paid expense and will be budgeted in the respective years that the maintenance applies.

Upon your approval of this contract, we will immediately begin implementation of the project. We hope to have the system up and running by the end of June. We are very excited about where we are headed toward providing excellent customer services to our citizenry.

/slc

Appendix A: Tele-works Overview and System Description
Appendix B: Schematic of ACCeS Project
Appendix C: Sole Source Information/Justification
Appendix D: Project Pricing Summary
Appendix E: Contract(s)

APPENDIX A

Tele-Works Overview and System Description

NORKS OVERVIEW AND SYSTEM DESCRIPTION

The Automated Citizen Information System

The Automated Citizen Information System (ACIS) enhances communication with your citizens by making information readily accessible over the telephone. Answers to questions such as "Where do I send the water bill", "How can I apply for a building permit", or "How do I obtain the latest council agenda" are pre-recorded by our professionals or by your staff. This user-friendly and effective interface results in fewer complaints, better understanding and savings in staff time. As the logical first step in creating your virtual government, the Automated Citizen Information System is your government's foundation for future investment in voice and web technologies.

The ACIS is a management tool designed to supplement your current customer service programs and is not expected to eliminate person-to-person contact. The system can be configured with call-transfer capability that shifts callers to an attendant. The call management function tracks the number of calls answered by the system, as well as how many times each message is selected. These statistics provide administrators with a historical record of system usage for reporting purposes. The ACIS resides on the Windows NT 4.0 operating system, which offers stability, networking and the familiar, easy-to-use Graphical User Interface. System administrator functions can be performed from the ACIS station or networked within your agency.

ACIS Turnkey Services

- ***Message Development***
  Tele-Works has developed over 1200 Scriptware© message templates that eliminate time spent by your staff composing and editing the content. The Scriptware© catalog is organized into various categories that speed up the selection process. Once your 300 messages are chosen, a fill-in-the-blank process facilitates the entry of data that is unique to your locality. The use of Scriptware© is optional, you can write your own text or combine Scriptware© messages with your own content.

- **Professional Recordings**
  Tele-Works' experienced and widely used voice talents will record 250 messages selected by the government agency, and customize to include the specifics of the community.

- **Customer Service Center**
  Tele-Works online service is a password protected web resource dedicated to the management of the ACIS. The service is database driven and provides detailed, user-specific status information for customer accounts. The CSC is available to ACIS customers under warranty or maintenance at no extra cost.

- **Implementation Plan**
  Tele-Works detailed agenda guides the ACIS project manager through the implementation process. The proven timetable assures that your installation is on schedule and customer service goals are met. Our ability to assist at every step of implementation, without additional charges, helps guarantee you a successful information system project.

- **Marketing Plan**
  Our extensive manual emphasizes promotional plans proven effective by our current customers.

- **Brochure Development**
  Our customer support team will custom design an eye-catching Camera Ready Brochure for you to use to promote the ACIS.

- **Monthly Statistics**
  ACIS customers under warranty or maintenance can forward their month-end statistical reports to our Customer Support Center to be converted into graphical representations of the ACIS message accesses.

- **Web Development**
  Our web development service places your ACIS marketing brochure on the web, coupled with a brochure homepage describing your ACIS service goals and links to and from the ACIS home page, brochure and your government's home page.

Fax-on-Demand functionality
The **Automated Fax-on-Demand** feature of the ACIS allows you to store over 9000 documents to be accessed by citizens via their fax machines. Your staff faxes the available documents into the system. The caller simply calls the system number, enters the message/document code and the document is faxed to them. The ACIS system size needed to effectively respond to your customers is based on population and your community would best be served with a 4-line ACIS that includes the following.

- Industrial grade backplane Pentium-based system
- ACIS 4.x Software on Windows™ NT
- System boards and peripherals
- Emergency Service Message
- On-Site Training
- Installation
- Expansion Capabilities
- One Year Comprehensive Warranty
- All Turnkey Services

Call Transfer Functionality
The Call Transfer function enables callers to request to speak to a customer service representative. The call will be transferred to the appropriate department based on the message they are listening to, thus eliminating indiscriminant transfers.

WebWare© HTML Conversion Service
The WebWare© conversion service enables you to duplicate your municipal information without duplicating the effort. Tele-Works converts all of your specialized messages (both customized Scriptware© and original scripts) into HTML format for publication on your web site. *Please note: this service does not include graphics development.*

Tele-Works Voice Response

The emergence of the **Tele-Works Voice Response System (TVR)** as our newest **e-government** solution enables local agencies to provide their citizens with easy access to information. The TVR system is being considered by cities and counties across the country who wish to make an investment in the future with **e-commerce**.

TVR works in conjunction with the ACIS and makes it possible for your citizens or staff to complete transactions and queries through **either the telephone or World Wide Web**. Because the voice and web-enabled application is accessible over the phone, it effectively eliminates the need for a separate Interactive Voice Response (IVR) system and Transactional Web Site by providing one central transaction database. This convergence of Web and IVR allows transactional web pages to be accessed via the telephone by reading HTML code on the web server and converting it to voice.

TVR functions can be used for phone, Web, or both at any time, and dramatically increase the worth and potential of ACIS, web, and e-commerce investment. Take a minute and preview our TVR demonstration to see and hear the benefits at: http://www.tele-works.com/demos.shtml

Tele-Works offers the following standard registration and payment applications with the TVR system. Some local governments have requested comprehensive customization and special functionality for their transactional applications. To meet this need, Tele-Works provides consulting and turnkey custom development and because project size and scope varies significantly, these projects are priced individually.

Tele-Works Voice Response
This Proposal includes the following two applications:

- Utility Bill Account Inquiry and Payment Processing
- Building Inspection Status Inquiry and Scheduling

Applications that would be considered for future expansion:

- Parks and Recreation Payment and Registration
- District Court Fines/Tickets Inquiry and Payment Processing

Citizens Response for Messages (CRM)

This specialized programming can be activated on any ACIS message and allows callers to first hear a typical recording, then stay on the line to leave specific information for the applicable department, for example, Public Works "Pothole Hotline". CRM can prompt with up to 9 specific questions such as name, address, phone number and location of pothole. The caller gives audio or touchtone responses. The responses are retrievable from any touchtone phone allowing each department to call in at their convenience and access the data pertinent to them.

e-CRM - Voice Email Functionality

Voice Email is an application that allows callers to leave messages either at a single prompt, as Voice Mail, or in the CRM format described above. The recorded message is then forwarded to a pre-set email address in wave (. wav) format. For example, a caller leaves a message about a pothole and the message is forwarded to the email of the Public Works director; the director will receive the message without needing to "check" a CRM mailbox each day. *Please note: this application only works for agencies with a network and PC sound cards (i.e. "multimedia"). The ACIS sends the email over the network and the recipient must have a sound card to hear the message.*

Call-Out/Emergency Notification and Citizen Polling

This specialized application allows your government to initiate outbound voice calls to lists of people in the event of an emergency or for routine notifications. Call-Out is a fail-safe method to quickly alert thousands of recipients regarding inclement weather conditions, to send bulletins to safety officials or neighborhood watch captains or to disseminate information from your public works department. When partnered with our Citizens Response for Messages (CRM) application, Call-Out enables you to conduct polling from the ACIS. Citizens who sign up to be polled are periodically called and asked up to 9 questions, given up to 9 multiple choice answers for each question and prompted to respond by pressing the appropriate key. The system tallies the responses and summarizes the results via either touchtone phone or printable report.

Fax-Out - Fax Broadcast Application

This application enables system administrators to create or import a directory of fax numbers and to transmit an outbound fax to an unlimited number of list members. This application includes an additional dedicated fax port.

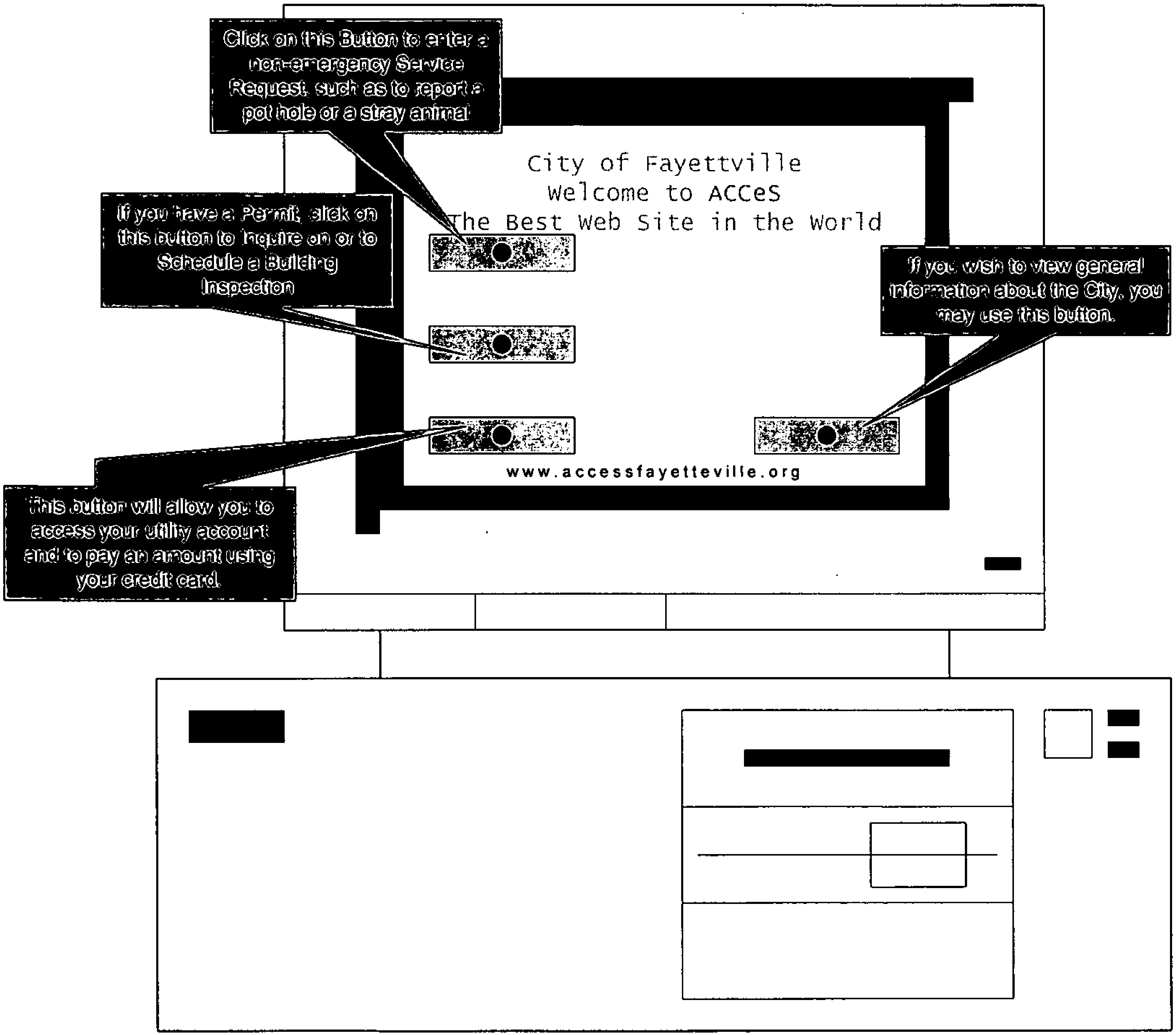
TW Print Capture Tool (includes 10 licenses)

This product includes the TW Print Capture to Fax Software for ACIS v4.0 (10 user licenses). The Print Capture can convert any digital document into the proper digital Fax format for the ACIS. The document may then be moved over the City's network to the ACIS or copied via diskette. This product installs easily but assistance is available when Tele-Works travels to your area. Additional licenses are available, in bundles of 10, at a price of $500.

APPENDIX B

Schematic of ACCeS Project

Automated Citizen/Customer eGovernment Services (ACCeS) - Internet Component



Automated Citizen/Customer eGovernment Services (ACCeS)
Touch Tone Phone Component

he TELE-WORKS System Answers

Thank you for Calling the City of Fayetteville's ACCeS line.

"If you want to pay your utility bill using a credit card, please press 1 now.

If you wish to inquire on or schedule an inspection, please press 2 now.

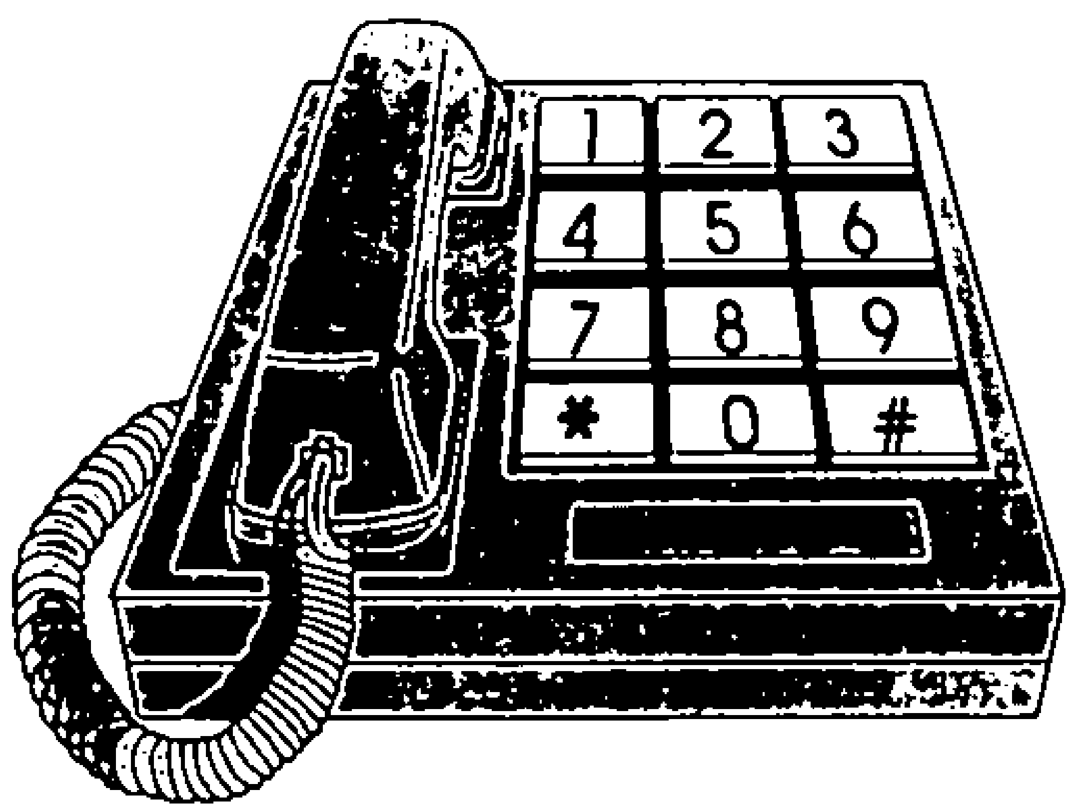
If you wish to hear, or receive by fax, general information about the City or one of its departments, please press 3 now.

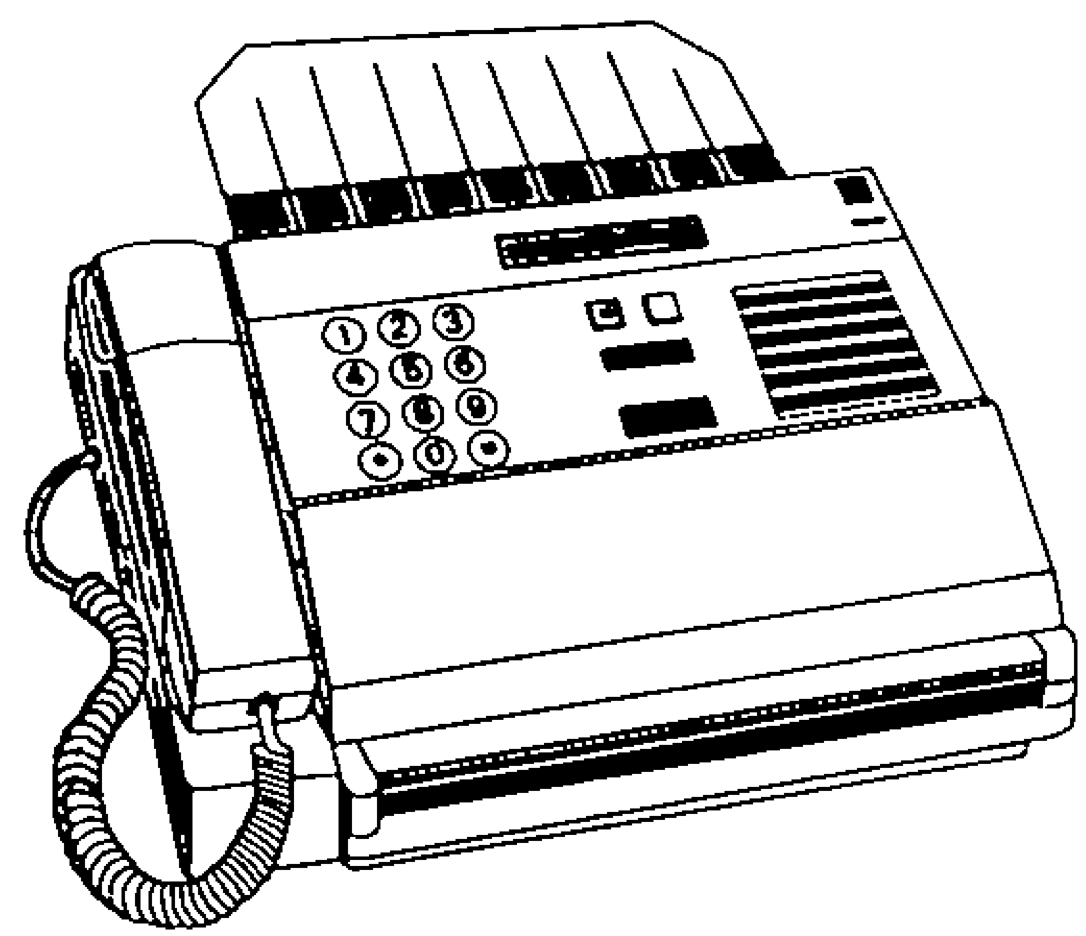
If you wish to report a non-emergency event, please press 4 now.

Otherwise, please press 0 for an operator."

When the Citizen/Customer enters a "3", and then his/her fax number, ACCeS will automatically fax the selected document to the target fax telephone number.

Citizen/Customer Dials 718-7600





IRVING

Welcome to Irving FYI!

Irving FYI is a free, 24-hour automated telephone service provided by the City of Irving to assist residents with obtaining information at any time – day or night.

Many residents will find the service useful in the early morning hours, late evening hours, and weekends when city offices are closed.

This new program is not intended to reduce the individual customer service that can be received during normal business hours. A telephone number is provided at the end of each message to assist resid[illegible] obtaining more informati[illegible]

IRVING FYI

Your Resource for Information

How to Use Irving FYI:

1) **Dial 972•721•3773.** Have paper & pencil available to jot down information.

2) Press the three-digit message number of your choice. Up to four messages can be accessed, without redialing, each time you call **Irving FYI.**

3) Messages marked with the symbol 🗎 contain **Fax**-related documents. At any time you can skip the audio message by pressing the star key (*) on your touch-tone phone. You can directly request a **Fax** by pressing the pound key (#) followed by the three-digit **Fax** message number of your choice.

Call•972•721•3773

🗎Indicates Attached Fax Documents

Press 511 for a Fax Directory

APPENDIX C

Sole Source Information/Justification

SOLE SOURCE INFORMATION

This information is designed to assist local governments in determining if Tele-Works, the Automated Citizen Information System (ACIS) and Tele-Works Voice Response (TVR) modules are appropriate to consider as a sole source purchase. The purpose of this document is to prove that Tele-Works is an affordable and wise choice for sole source procurement for any proposed project.

There are three primary criteria that qualify vendors as sole source providers of information systems: Hardware, Software and Services. Tele-Works unique qualifications in each of these areas are stated below.

Hardware

No proprietary hardware is necessary for Tele-Works' systems. All of Tele-Works' systems are industrial computer based with industry standard equipment and components. This allows maintenance to be simplified and cost effective on or offsite.

In the past, proprietary hardware was thought of as beneficial because it usually indicated a high level of user expertise or functionality that could not be matched. Vendors could use this indication as proprietary hardware as a sole source justification. As the evolution and power of the personal computer began to standardize, it soon surpassed its proprietary counterparts in cost performance ratios. Because of this, the hardware classification eventually lost consideration for sole source procurement.

Software

No other vendor has developed, tested and optimized enhancements for local government applications like Tele-Works. We have developed many applications beyond the Automated Citizens Information System (ACIS) that can run simultaneously or stand-alone. The synergistic combination of these enhancements has never been matched which makes the software package unique and qualifies Tele-Works as a sole source provider. Below is a list of software qualifiers for Tele-Works' products meeting criteria for sole source procurement.

1. Tele-Works has developed the only computer based Automated Text Information Communicator (ATIC) to provide equal access to automated information for deaf, hard of hearing and physically handicapped citizens using TDD and ASCII type devices, as required by the Americans with Disabilities Act. Text interactions take place nearly identically to the voice/touchtone interactions of the ACIS. The ATIC is an optional module.

2. Interactive e-Government programming is custom developed for each customer due to the variety of network protocols, back office data solutions and service objectives. Since our systems have the ability to accommodate customer's needs, not only is the base system and upgrade path a justification for sole source, but the upgrades themselves are also.

3. Tele-Works' standard and custom software is only available through Tele-Works and operates on standard computer architecture appropriately configured. Tele-Works delivers and installs all systems to software and hardware integration. Each user is provided a single-use software license for the number of options purchased.

4. Tele-Works Webware© allows all of the touchtone telephone messages of ACIS to be accessed via the web.

Services

1. Over the years Tele-Works has gathered information regarding citizens most frequently asked questions and as a result created Scriptware©. Tele-Works' Scriptware© is a package of nearly 1,000 informational message templates in fill-in-the-blank format. No other vendor offers a comprehensive scripting package developed around the needs of local governments. Message topics concerning citizens and City employees are included, ranging from Animal Control to Zoning. Scriptware© is a unique offering and is included as part of our turnkey package that directly affects product implementation. The fill-in-the-blank message templates minimize the time it takes to get the system online and the time each department has to spend on compiling the information needed to complete the message recordings. Using these templates also saves many hours of drafting and editing messages developed from scratch. These templates assure that the information provided has a consistent format and flow. Tele-Works owns the sole rights to Scriptware©.

   Scriptware©, unique on its own, is now available through a one-of-a-kind online Customer Service Center (CSC). The CSC allows customers to access all of our Scriptware© and enables delegation to accelerate the process of content customization and development. Online tools allow users to select, organize, share and submit templates online for recording.

   Related service offerings also justify Scriptware©. Tele-Works' reformatting services convert content to ASCII (TDD) and HTML (WebWare©) for government use in other environments.

   The following components Scriptware©, Scriptware© delivery (CSC) and Scriptware© application (to facilitate a host of solutions, e.g. WebWare©), individually and synergistically combined, is yet another attribute that justifies sole source consideration.

2. Tele-Works also provides a comprehensive Marketing Plan that describes the most effective ways to market your system internally and externally. Over the past ten years we have worked closely with our users to assure system success. The Marketing Plan is essentially a step-by-step, "How to..." compilation of how our users have successfully marketed their systems. Tele-Works has also added more marketing tactics into the Plan. The Marketing Plan provides detail on how to get staff and citizens excited about bringing the system online, introducing the system to the public, accessing and maintaining the system information, sustain high call volumes and much more.

3. Tele-Works designs a camera-ready brochure from Scriptware©. This brochure is then printed and distributed to citizens. We can also provide a Web Brochure© at no cost.

The Web Brochure© posts the same information in your camera-ready brochure on the World Wide Web. The ability to reuse the content from Scriptware© makes Tele-Works an excellent long-term investment. Please note that we do not pay for any printing costs.

4. Tele-Works has an in-house, state-of-the-art, digital recording studio where voice professionals record your messages. These recordings are in the correct format and are easily loaded onto the systems. These messages can also be recorded in up to 9 different languages.

All of these services are very valuable. We have designed the implementation process for each system so you have to exert minimal effort, time and money beyond the initial purchasing price. This total package is what legitimizes Tele-Works as being your preferred vendor.

CLIENT FINDINGS: ADDITIONAL SOLE SOURCE JUSTIFICATION AND RELATED INFORMATION

Tele-Works systems have been competitively bid and purchased sole source. In both purchasing examples, extensive results justify sole source procurement. Past customers include:

LOCALITY	PROCUREMENT	CONTACT
Irving, TX	Competitive Bid	Lynda Johnson
Downers Grove, IL	Sole Source	Liangfu Wu
San Diego, CA	Sole Source	Diane Norman
Menomonee Falls, WI	Sole Source	Jo Ellen Mulder
Orange County, FL	Sole Source	Kelly McMann

Local governments have justified the sole source purchase due to superior application developments, customer service, ongoing marketing support and competitive pricing and the past procurement history illustrated in the following case material.

CASE MATERIAL

The following case material and the attached reference material are unbiased reports from our clients. They report the results of sole source investigations performed by staff, as well as results from publicly advertised Request for Proposals and Invitations to Bid.

Westminster, Colorado
In September of 2000, the City of Westminster unveiled an interactive e-Government service package from Tele-Works, Inc. that allows customers to access utility accounts and pay outstanding balances through a touchtone telephone or a PC/Web browser. First of its kind, the project allows citizens to access and interact with the Web/Internet using a touchtone telephone. Our products helps bridge 'digital divides' by allowing citizen-access to web services no matter their economic means or technical aptitude.

The project was awarded to Tele-Works following open presentations and proposals provided to Westminster by applicable vendors. Based on the technology, upgrade potential and superior cost-performance benefits provided by Tele-Works' proposal, the decision was obvious. This decision marks one of the first sole source justifications for our e-Government products. At the time of this printing, five additional TVR projects support sole source procurement as described above.

REFERENCE COMPILATION

The research and justification several customers used for purchasing the ACIS is enclosed in detail. In each case, governments discovered that Tele-Works was the only vendor to offer a turnkey package specifically designed for local governments. Documentation from Camarillo, California states in a memorandum that "Tele-Works is the only company marketing an automated telephone message system for local governments."

Also included with this letter are staff reports provided by Manatee County, Florida and Santa Monica and Cerritos, California that state how staff proposed and validated Tele-Works systems to their management boards. Reports describe the specialized nature of the ACIS and the related services provided by Tele-Works that create sole source offerings. These three examples are small representations of our large customer base that have diligently investigated the market to arrive at sole source decisions.

Additional attachments include, letters from Alachua County, Florida, Henry County, Virginia, and Irving and Coppell, Texas demonstrating that in many cases, no other vendor is capable of providing the specialized ACIS system and comprehensive services that we offer.

Please note that the assortment of reference material from around the country is an important indication that Tele-Works is the best choice for sole source procurement.

OUTSOURCING THE PARTS?

Quotes were collected from professional public relations firms and professional recording studios to determine the value of our turnkey implementation services. As an example, the average quote obtained from other vendors for scripts was used to determine the value of Tele-Works standard Scriptware© package (250 scripts). The prices other vendors charge to develop scripts can range from $525 to $875 per script. This means that the value of our Scriptware© is valued at over $100,000. Keep in mind that this cost does not include the cost incurred for a professional to record the scripts in digital format.

APPENDIX D

Project Pricing Summary

Project Pricing Summary
Automated Citizen Information System

	Recommended Components	Warranty Items	
Contract with Tele-Works, Inc.:			
ACIS Turnkey Solution (includes 1 day installation/training) (includes TVR Utility Billing Application)	$61,500	$61,500	
1st Trip for Installation, Training and Marketing	Free	$0	
TVR Building Inspections Application	$15,000	$15,000	
Call Out Functionality (Emergency Notification)	$2,000	$2,000	
e-CRM Citizen Response Messages (Polling/Surveying)	$2,000	$2,000	
Fax Broadcast	$2,500	$2,500	
TW Print Capture Tool (includes 10 licenses)	$500	$500	
SUBTOTAL ACIS SYSTEM	$83,500	$83,500	
Less 10% Discount	($8,350)		
TOTAL ACIS SYSTEM	**$75,150**		
Other Charges:			
Advertisement for RFI #02-02	$200		
Interface to New World System - Utility Billing	$5,000		
Interface to Hansen - Building Inspections	$3,900		
Sales Tax on Tele-Works System	$3,926		
TOTAL OTHER CHARGES	**$13,026**		
10% Project Contingency:	**$8,818**		
TOTAL PROJECT COST	**$96,994**	$97,000	Project Budget
Multi-Year Maintenance (3-Year Contract @ 12%)			
1st year under warranty (June 2002 - June 2003)	$0		
2 additional years (June 2003 - June 2005)	$20,000		
Sales tax on maintenance	$1,100		
TOTAL MAINTENANCE COST	**$21,100**	Pre-paid Expense	

APPENDIX E

Contract(s)

CONTRACTUAL AGREEMENT

To Furnish Engineering, Consulting, Installation Services and Hardware and Software to
The City of Fayetteville
for
Tele-Works Voice Response Development for
Integrated Voice and Web Application

THIS AGREEMENT, made and entered into this ____________, between the City of Fayetteville, hereinafter called the "City", and Tele-Works, Incorporated, hereinafter called the "Consultant" as follows:

WHEREAS, the City wishes to suitably and responsibly implement an interactive telephone and transactional web service which will allow citizens to interact with dynamic, data-driven web services through standard touchtone telephones and PC/browsers; and

WHEREAS, the City desires to engage the Consultant to render the professional and technical services (collectively referred to as "Services") and provide hardware, software and other materials (collectively referred to as "Products") as described in this Agreement and the Consultant is qualified and willing to perform such Services and provide such Products; and

WHEREAS, sufficient authority exists in law and sufficient funds have been budgeted for these purposes and are available and other necessary approvals have been obtained;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The Project consists of: Programming and Development for a Tele-Works Voice Response Application which will reside at the City of Fayetteville to be made available to customers via the telephone and web browser.

II. CONSULTANT'S RESPONSIBILITIES

The Consultant will perform Services and provide Products to include:

A. The professional and technical services and assistance; and
B. All necessary hardware, software, services and other materials

for the implementation of the public service described herein and as specified in Attachment A: Scope of Work incorporated herein by reference.

III. CONSULTANT'S FEE & PAYMENT TERMS

As compensation for all Services and Products described in this Agreement, the Consultant shall be paid a fee of $75,150 which shall constitute full and complete payment for said Services, Products, and other expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Payment terms are associated with Project events as detailed in Attachment B: ACIS/TVR Primary Task List and Timetable incorporated herein by reference.

Compensation will be paid to the Consultant according to the following terms:

- 35% upon Notice to Proceed/Contract Signing/at issuance of Purchase Order
- 55% upon Installation and Training
- 10% upon the earlier of Completion of the Consultant's responsibilities under this Agreement or one-year from the date of the Agreement when the City fails to perform its obligations in accordance with the timeline outlined in Attachment B.

IV. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services and Products shall be completed and provided in accordance with the task list and schedule detailed in Attachment B. In any event, after the Consultant receives notice to proceed, any failing on the part of the City to adequately provide for responsibilities documented in Attachment B that adversely affects the Project timeline or creates delays for the Consultant and are beyond the control of the Consultant, will not affect Project associated payment terms.

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the nonperforming party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, court order, or other circumstances beyond the nonperforming party's control (excluding acts of omissions of the nonperforming party's vendors or subcontractors).

V. TERMINATION

A. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of a material default by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Consultant.

C. In the event of termination as provided in this Article, the City shall pay the Consultant in full for Services performed and Products up to and including the termination date and for Services performed and Products provided from the date of notice of termination plus any Services or Products the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, schematics, specifications, reports, estimates, summaries and such other information and materials (collectively referred to as "Project Documentation") as may have been accumulated by the Consultant in performing the Services or Products included in this Agreement, whether completed or in progress.

VI. INSURANCE

During the course of the Project, the Consultant shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Virginia, and Comprehensive General Liability of $4,000,000 aggregate/$2,000,000 per occurrence. The City will be an additional insured under the Consultant's Comprehensive General Liability coverages. If requested by the City, the Consultant shall provide proof of insurance with certificates, naming City as additionally insured, of insurance to the City indicating compliance with this paragraph.

VII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

VIII. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. GENERAL PROVISIONS

A. Independent Contractor. In the performance of this Agreement, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Services and Products and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. Ownership of Project Documentation. All plans, schematics, specifications and the like relating to the Project shall be the joint property of the City and Consultant. Upon completion of the Project, or at such other time as the City may require, the Consultant shall deliver to the City any Project Documentation and additional copies thereof as the City may request, correct as of the date of the request or the completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its completion of the Project the standard of care normally exercised by nationally recognized businesses engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is

deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. The Consultant shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2.

In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

In the event it becomes necessary for the City to bring an action to enforce any provision of this Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Consultant shall pay the City its reasonable attorney fees as determined by the Court.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Project.

All other written notices required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by certified mail, postage prepaid, return receipt requested, or a nationally recognized overnight courier to the parties at their addresses shown herein. Notices hereunder shall be effective ten (10) days after mailing.

F. Warranty: Consultant shall warrant its Services and Products and shall provide maintenance as described in Attachment D: Warranty and Maintenance Agreement incorporated herein by reference.

G. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

H. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the laws of the State of Arkansas.

I. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services and Products of the Project.

TELE-WORKS, INCORPORATED

Chris Schellhammer

President

2-20-2002
Date

ADDRESS:

210 Prices Fork Road, Suite C
P.O. Box M
Blacksburg, VA 24063-1027

ATTEST:

ERIK AMELINK

SALES MANAGER
(Print/Type Name & Title)

THE CITY OF FAYETTEVILLE

By:

Date

ADDRESS:

City of Fayetteville

Fayetteville, AR 72701

ATTEST:

(Print/Type Name & Title)

APPROVED AS TO LEGAL FORM

By

Title

ATTACHMENT A

SCOPE OF WORK
PRODUCTS, SERVICES & OPTIONS SPECIFICATIONS LISTING FOR THE CITY OF FAYETTEVILLE
4-PORT HARDWARE, ACIS, TVR, and E-PAYMENT SOFTWARE AND SERVICES

Introduction:

The Products and Services described below will allow citizens of the City of Fayetteville ("City") to access pre-recorded answers to frequently asked questions and general City information via telephone, fax and the web. Additionally, the Products and Services will allow citizens of the City to access departmental data hosts for interactive and transactional voice and web services.

Section 1: Tele-Works Telephony Platform Server and Enterprise Software
Section 2: Automated Citizen Information System ("ACIS") and Services
Section 3: Tele-Works Voice Response ("TVR") Application Development
Section 4: Utility Billing TVR Application Development
Section 5: Building Inspections TVR Application Development
Section 6: Services and Warranty

Invoices and deliverables are provided according to the accompanying Task List and Timetable (Attachment B). As the entire scope of this project includes multiple departmental and enterprise level solutions, application development and deliverables will be decided by the City in cooperation with Tele-Works. Each application diagram for TVR Application Development is subject to final approval by the City prior to application development.

Tele-Works will provide a one-year warranty on all parts and labor and extended warranty (maintenance agreement) as described under Attachment D.

Tele-Works will provide complete installation and training associated with each aspect of this Scope of Work.

Section 1: Tele-Works Telephony Platform Server and Enterprise Software

Hardware:

The physical dimensions, operating environment and the exact specifications of the server platform are described in Exhibit A.1. These specifications are subject to change to provide the most up-to-date configuration for the City. The system shall operate in a normal office environment, use standard telephone and network connections, and shall operate in a stand-alone rack mountable or desktop chassis. The specified platform will be delivered with 4-Ports of public access capacity. The specifications can be expanded as specified per the City's request for additional access capacity and performance.

Software:

1. Automated Citizens Information System ("ACIS") enterprise software version 4.x allows:

    - Public access and interaction via touchtone telephones
    - Fax documents to accompany the pre-recorded audio information
    - Emergency Services Message function
    - Statistical capabilities
    - Expansion capabilities
    - All required system administrator functions via
        i. The platform workstation
        ii. Standard touchtone telephones
        iii. Fax machines
        iv. Networked workstations (with pcAnywhere client)

2. Tele-Works Voice Response ("TVR") Software – 4-Port License allows callers on every port of the system to interact with telephony compliant web applications, termed "TVR Application" and specified under subsequent sections. The City is required to sign the Tele-Works, Inc. License Agreement provided in Attachment C. TVR licensing provides four (4) concurrent text-to-speech instances for which the City is required to sign the DECtalk Text-to-Speech Software end user agreement provided in Attachment E. This provides the Web-to-Voice functionality for any web-based information that is not recorded in natural voice.

3. E-Payment Module – One user license allows e-Commerce and Payment Processing capabilities for all transactional web applications, termed "TVR Application" and specified under subsequent sections. This module is responsible for secure transactions, account verification, and the authorization of payments from customer cardholder financial institutions. Payment amounts will be reserved for the City upon authorization of payment, and will be transferred in batch processes from cardholder accounts to the City's Merchant Account(s). Simultaneously, upon verification and transaction authorization, a confirmation or transaction number is provided to the customer. Payment information will be routed back through the application to be posted to the appropriate data host(s) as specified in the corresponding TVR application(s).

4. Print Capture – Converts any digital document into the proper digital fax format for the ACIS. The document may then be moved over the City's network to the ACIS or copied via diskette. Note: Includes 10 user licenses.

5. Call-Out – Performs Outbound Calling in either an Emergency situation or to survey citizens.

6. Call Transfer – Allows the caller to transfer to an internal or external phone extension.

7. Fax Broadcast – Allows system administrators to create or import a directory of fax numbers to transmit an outbound fax to an unlimited number of list members.

8. Enhanced CRM (e-CRM) – Allows caller to be prompted up to 9 times to leave specific information concerning an issue or problem. The verbal response messages are automatically converted into an email attachment and sent to the designated staff member.

Section 2: Automated Citizen Information System Services:

The Automated Citizen Information System (ACIS) described will allow citizens of the City to access pre-recorded answers to frequently asked questions and general City information via telephone, fax and Web as diagramed in Exhibit A.2. Several services are included with this module to facilitate this public service:

1. Content Development Tools: Online Customer Service Center/Scriptware©

   - Tele-Works will provide the City with Unlimited Scriptware© message template selections from Tele-Works On-Line Customer Service Center and Scriptware© catalog of over 800 choices ranging from Animals to Zoning.

2. Professional Recording Services (250 included): Additional available at $10 each.

   - Tele-Works will provide __250__ professional recordings of developed messages. Tele-Works will also publish the customized content to be recorded, in a web-ready HTML format.

3. Marketing Plan with Camera Ready Brochure and Web Ready Brochure (PDF)

   - Tele-Works will provide a camera-ready brochure. The City will be responsible for printing and distribution of the brochure. The completed camera-ready brochure will be available on-line as a downloadable PDF document. Tele-Works will provide a comprehensive marketing program featuring successful strategies based on over 150 successfully installed ACIS systems nationwide.

4. WebWare©: Dynamic and Searchable presentment of system information

Section 3: Tele-Works Voice Response ("TVR") Application Development

Tele-Works will develop, using open programming and convergent TVR technology, the applications detailed in the following sections which are designed to provide dynamic and interactive information services via the telephone and in a web-based environment. Telephone users will use a touchtone telephone to access the application by dialing a local City phone number. Personal computer users will access the application by connecting to the Internet via an ISP and using a standard World Wide Web Browser interface (Netscape, Internet Explorer - 4.x version browsers or higher).

For all applications, development is subject to the functional limitations and the contractual terms and conditions associated with database functionality, integration and/or use of any application programmers interface (API) software from the City's data vendor for each application Final application diagrams will be specified by Tele-Works in cooperation with the departments and Application Development will not commence until appropriate representatives of the City approve these diagrams.

Payment applications will offer comprehensive and secure services utilizing Secure Socket Layer (SSL) encryption and a digital certificates (VeriSign) for which the City is responsible by executing functions on a City maintained server, within a secure network environment provided and maintained by the City. The application will integrate with the City's back-office data solutions via a City provided and maintained middleware component. If the City currently maintains an SSL certificate on the appropriate server, no additional certificates would be required, however the City will be responsible for keeping this security certificate current.

Section 4: Utility Billing TVR Application Development

The Solution will provide a Utility Billing Application that will integrate with the City's Utility Database (New World Systems) via a City provided and maintained middleware component, such as an API. The primary purpose of the Utility Billing Application is to automate the access and payment processing of municipal utility services through a web and voice portal service. The application will be accessible via telephone and web and allow customers to access their personal utility account via a City provided data host in a secure City provided and maintained environment, utilizing Secure Socket Layer protocol.

Section 5: Building Inspections TVR Application Development

The Products and Services will provide a Building Inspection Application that will integrate with the City's database (Hansen Technology). The primary purpose of the Building Inspection Application is to provide the City's Building Inspection Department a service to automate communication regarding field inspections, scheduling, and processes. The application will allow customers, on a 24 hour, 7 day a week basis, to access building department information and schedule inspection services, schedule building inspections for valid building permits, cancel inspections, access inspection results, etc. Similarly, building officials will be able to access the system and update the inspection status, add comments, etc.

Section 6: Services and Warranty

Tele-Works will provide the City with the necessary services to comply completely and comprehensively deploy the intended services. Hardware and software configuration, installation, training and documentation are included.

The one-year warranty and licensing covers all materials and labor, to include the integration with the City data hosts, but does not include services necessary due to changes to the host or any middleware component. The City is responsible for the payment of maintenance fees for any data vendor APIs or integration procedures. After the first year warranty, the City may extend the warranty and licensing by purchasing an annual maintenance agreement. The cost for 3 years (including first year warranty period) maintenance will be calculated at 12% of the total market value (at the time of purchase) of the system, less installation fees. The multi-year year maintenance would be $20,000, based on the purchase price. A sample Maintenance Agreement is provided in Attachment D. If options are added, then the maintenance price is based on price of the base system, plus the price of the options at the time of purchase. If system options are procured incrementally, additional costs are not added to maintenance until the following term.

ATTACHMENT B: TVR APPLICATION DEVELOPMENT PROJECT TIMELINE

The complex nature of the Project dictates a coordinated timeline with required tasks completed sequentially by Tele-Works and the Government. Failure by either the Government or Tele-Works to complete a task and exceptions to the timeline can be expected to delay the timely finalization of the Project.

Milestone 1: Project Planning and Preparation

1. Government/Tele-Works prepare general Scope of Work and Price Quote.
2. Government/Tele-Works sign Contract; Government issue Purchase Order.
3. Tele-Works invoice 35% of Project Price Quote.
4. Government arrange for and purchase Application Programmer Interface (API)/data interface(s) required to access data. **Note:** If a custom interface is to be written by data vendor(s), Tele-Works will invoice a 10% retainer fee and reduce the invoice in Step 3 to 25%.
5. Tele-Works deliver detailed Scope of Work based on integration available from data host(s).
6. Tele-Works deliver sample call flows and illustrations on web and telephony application functionalities and processes.
7. Government remit initial 35% payment.
8. Government supplies secure test environment(s) to the data host(s); Tele-Works confirm connection to test environment(s) and assist in optional requirements below (if applicable).
   a. *Optional* – secure merchant account and payment processing services/provider
   b. *Optional* – obtain SSL Certificate

Milestone 2: Project Schedule

1. Tele-Works determine that all steps in Milestone 1 are complete, enter application on development schedule and inform Government of Milestone 3 start date. Each application within a Project can be anticipated to have an individual development schedule.

Milestone 3: Application Development

Step	Application Development (each application)
Step 1	**Application Development Start - *Estimated Time: 30 days*** • Tele-Works/Government: Launch application development, discuss installation requirements/schedule. • Tele-Works: Integrate with Government test environment.
Step 2	**Foundational Development - *Estimated Time: 60 days*** • Tele-Works: Develop application and configure system. • Government: Arrange for required infrastructure support.
Step 3	**Installation, Continued Development and Testing – *Estimated Time: 60 days*** • Tele-Works: Finalize application development. • Tele-Works: Deliver and install[1] system, on-site testing/training and documentation. • **Tele-Works: Invoice 55% of application development.** • Tele-Works: Perform remote diagnostic testing. • Government: Submit initial change orders covered under Contract; Tele-Works provide quote for Change Orders not covered under Scope of Work.
Step 4	**Application Finalization – *Estimated Time: 30 days*** • Government: Test and/or submit changes covered under Contract. • Tele-Works: Supply changes and invoice for Change Orders as applicable. • Government: Begin acceptance period – not to exceed 30-days without cause. • Tele-Works/Government: Complete application acceptance and operational status. • **Tele-Works: Invoice final 10% of application development.**

[1] Government must give 30 days notice of cancellation of a cooperatively scheduled install date to avoid the standard installation charge of $1,200.

ACIS TASK LIST & TIMETABLE

Step	Automated Citizen Information Service System
Step 1	**Approximate Time: 30 days** • Tele-Works: Notice to Proceed; Invoice for 35% of Total • Conduct Project Launch • Government: Access the CSC or consult Implementation Manual
Step 2	**Approximate Time: 60-120 days** • Government: Complete Scriptware© Selections and Customizations • Government: Submit Customized Scriptware© for Professional Recording • Government: Arrange for phone-line installation; ready staff and system location • Tele-Works: System Configuration
Step 3	**Approximate Time: 45 days** • Tele-Works: Deliver and Install System and Documentation; Invoice for 55% of Total[1] • Tele-Works: On-site Testing/Training • Tele-Works: Professional Recording Services • Tele-Works: Marketing Services
Step 4	**Approximate Time: 30 days** • Tele-Works: Deliver all Content • Tele-Works: Deliver all Marketing • Government: Final Acceptance; Invoice final 10% of Total

Tele-Works adherence to timelines depends on the timely completion of Government responsible task items. Task items that are not complete stops timeline progression for an equivalent time required to complete such task items and final project completion will reflect these delays accordingly.

[1] The Government must cancel any installation arrangement with Tele-Works 30 days prior to the cooperatively scheduled installation date to avoid standard installation charges ($1,200).

TELE-WORKS, INC. LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this ____ day of ___________, 2002 (the "Effective Date"), by and between Tele-Works, Inc., a Virginia corporation with its principal place of business at 210 Prices Fork Road, Suite C, Blacksburg, Virginia 24060 (the "Licensor") and the City of Fayetteville with its principal place of business at 113 West Mountain St., Fayetteville, AR 72701(the "Licensee").

RECITALS

WHEREAS, the Licensor has developed software which supports and runs Tele-Works applications that enable individuals to access e-government information and services via telephone and Internet; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the Licensee wishes to license the above-mentioned software in order to support and run Tele-Works applications, and the Licensor wishes to grant such license.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. <u>DEFINITIONS</u>.

As used in this Agreement, the following terms shall have the meanings set forth in this Article 1:

"<u>Software</u>" means (i) the compiled version of the following of the Licensor's software programs:

Indicate selection + both parties initial selection

CPS ☐ Automated Citizens Information System Software™

CPS ☐ Tele-Works Voice Response Software™

and (ii) the compiled version of any updates, modifications or revisions to such software programs that the Licensor provides to the Licensee.

"<u>Term</u>" has the meaning given to that term in Section 7.1.

2. <u>LICENSE GRANT</u>.

2.1 <u>Software License</u>. Subject to all the terms and conditions of this Agreement and timely payment of any and all fees due to the Licensor under any project, purchase order or agreement between the parties hereto, all of which shall be subject to the provisions of this Agreement, the Licensor hereby grants a personal, non-exclusive, non-transferable, nonsublicensable license to the Licensee, for so long as this Agreement remains in effect, to use the Software for the limited purpose of supplying and running the Tele-Works applications that are the subject of projects, purchase orders and agreements between the parties hereto. The Licensee shall use the Software only for its own business purposes, by its authorized personnel. The Licensor reserves all rights not expressly granted herein.

2.2 Copyright. The Software is owned by the Licensor and is protected by United States copyright laws and applicable international treaties and/or conventions. The Software, and any and all modifications and improvements thereto and derivative works thereof, shall remain the exclusive property of the Licensor, and the Licensee shall have no right, title or interest therein whatsoever.

2.3 Prohibited Uses. Without the prior express written consent of the Licensor, the Licensee shall not and shall not allow any third party (by license agreement or otherwise) to, (a) take any action that would cause the loss or abandonment of the Licensor's proprietary rights in the Software; (b) resell, distribute, publicly display, transfer, rent, lease, lend, copy, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Software, in whole or in part; (c) disassemble, decompile or reverse engineer in any way, any of the Software; or (d) otherwise use in any way the Software, in any manner not expressly authorized by this Agreement.

3. **WARRANTIES**.

3.1 Limited Warranty.

(a) For a period of one (1) year after delivery of the Software to the Licensee (the "Warranty Period"), the Licensor warrants that the Software shall meet its specifications and function substantially in accordance with its documentation, as modified from time to time. If the Licensor breaches this warranty, it's sole obligation for breach of this warranty shall be to repair or replace the defective Software with one (1) copy of conforming Software within thirty (30) days of receipt of notice from the Licensee of a breach of this warranty provided such notification is given within the Warranty Period, and provided that the Licensee has applied all updates, modifications or revisions of the Software, if any, delivered by the Licensor to the Licensee. If the Licensor fails to repair or replace the defective Software as set forth above, the Licensee may terminate this Agreement and receive a refund of the amount paid by the Licensee to the Licensor for the license of the Software only.

(b) The warranty set forth in Section 3.1(a) will be null and void upon modification of the Software by any party other than the Licensor and not approved in writing by the Licensor, or the Licensee's material breach of this Agreement.

3.2 Warranty Exclusions. OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, THE LICENSOR DOES NOT MAKE ANY, AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. THE LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY'S SOFTWARE AND/OR EQUIPMENT.

4. **EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY**.

IN NO INSTANCE SHALL THE LICENSOR BE LIABLE FOR ANY DAMAGES, WHETHER ARISING FROM TORT OR CONTRACT, INCLUDING LOSS OF DATA, REVENUE OR PROFITS, OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF THE LICENSOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST THE LICENSOR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE LICENSEE SHALL HAVE LEARNED OF THE DEFECT, INJURY OR LOSS. THE ENTIRE LIABILITY OF THE LICENSOR AND THE LICENSEE'S EXCLUSIVE REMEDY SHALL BE, IN THE LICENSOR'S SOLE DISCRETION, TO CORRECT PROBLEMS AND/OR ERRORS, OR TO REFUND THE AMOUNT PAID BY THE LICENSEE TO THE LICENSOR FOR THE LICENSE OF THE SOFTWARE UNDER THIS AGREEMENT AND TERMINATE THIS AGREEMENT. THE LICENSOR SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE AMOUNT PAID BY THE LICENSEE TO THE LICENSOR FOR THE LICENSE OF THE SOFTWARE UNDER THIS AGREEMENT (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY).

5. RELATIONSHIP OF PARTIES.

The Licensor is an independent contractor and nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee, or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both the Licensor and the Licensee that each shall remain an independent contractor responsible for its own actions.

6. ASSIGNMENT.

The Licensee shall not assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, corporation or other entity without the prior written consent of the Licensor.

7. TERM OF AGREEMENT; TERMINATION.

7.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect subject to earlier termination pursuant to this Article 7.

7.2 Event of Termination. Either party may terminate this Agreement if the other party commits a breach of this Agreement and does not cure such breach within thirty (30) days after receipt of written notice given by the other party.

7.3 Rights Upon Termination. Upon termination of this Agreement pursuant to this Article 7, all further rights and obligations of the parties shall cease, except that the parties shall not be relieved of (i) their respective obligations to pay any moneys due or which become due as of or subsequent to the date of termination, and (ii) any other respective rights and obligations under Articles 3 and 4, and Sections 2.2, 2.3, 7.3, 8.3 and 8.6.

8. MISCELLANEOUS.

8.1 Force Majeure. If the performance of any obligation (other than payment and confidentiality obligations) under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, outage of the Internet, law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Section 8.1, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, agreements and commitments with respect thereto, and shall not be released, discharged, changed or modified in any manner except by instruments signed by duly authorized officers or representatives of each of the parties hereto. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any project, purchase order or agreement between the parties, the terms and conditions of this Agreement shall control.

8.3 Applicable Law. Any claim or controversy relating in any way to this Agreement shall be governed and interpreted exclusively in accordance with the laws of the State of Arkansas and the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the Commonwealth of Virginia, without regard to the principles of conflicts of laws thereof and the United Nations Convention on Contracts for the International Sale of Goods. Any mediation in connection with this Agreement shall be conducted in the State of Arkansas. In addition, the Licensor and the Licensee acknowledge and agree that the state and federal courts located in the State of Arkansas, United States of America shall have exclusive jurisdiction in any action or proceedings with respect to this Agreement.

8.4 Partial Illegality. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provisions by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

8.5 Waiver of Compliance. Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every item and condition of this Agreement.

8.6 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective parties at the addresses set forth below in the signature section, or to such other addresses as may be designated by the parties in writing from time to time in accordance with this Section 8.6, by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid, or by telefax with a hard copy to follow via air mail or express courier service in accordance with this Section 8.6. All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by air mail, five (5) business days after posting, (iii) if given by express courier service, three (3) business days after delivery to courier service, or (iv) if given by telefax, upon receipt thereof by the recipient's telefax machine as indicated either in the sender's identification line produced by the recipient's telefax machine or in the sender's transmission confirmation report as produced electronically by the sender's telefax machine.

8.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

TELE-WORKS, INC.

By: Chris Schellhammer
Name: Chris Schellhammer
Title: President

Contact Information:

Tele-Works, Inc.
210 Prices Fork Road, Suite C
Blacksburg, Virginia 24060
Facsimile No: (540) 951-4016
Attn: Joan C. Nelson

ATTEST:

ERIK AMELINK SALES MANAGER
(Print/Type Name & Title)

THE CITY OF FAYETTEVILLE

By: ______________________
Name: ______________________
Title: ______________________

Contact Information:

The City of Fayetteville

____
____
______________________[address]
Facsimile No: ______________________
Attn: ______________________

ATTEST:______________________

____
(Print/Type Name & Title)

TELE-WORKS, INC: WARRANTY & MAINTENANCE AGREEMENT

DOLLAR AMOUNT: **$ 20,000** START DATE: ______________ END DATE: ______________

AGENCY NAME: **The City of Fayetteville** STATE: **AR**

This Warranty and Maintenance Agreement (Agreement) covers the following terms and conditions for a period of one year from the time the products and services are first installed (Warranty) or for the contracted period defined above (Maintenance).

Tele-Works, Incorporated, (Warrantor) 210 Prices Fork Road, Suite C, P.O. Box 663, Blacksburg, VA 24063, warrants to the City of Fayetteville (Warrantee) that the products and services provided to the Warrantee pursuant to any agreement for the Tele-Works Automated Citizens Information System (ACIS) and/or Tele-Works Voice Response (TVR), to include all hardware and software, shall be free of defects, be in a merchantable condition, and operate in conformance to industry standards for the type of goods and services provided. In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product while in the possession of the Warrantee, or not caused by changes to database structure, technical configuration or operations of the Warrantee, Warrantor shall repair or replace such product within a reasonable time of notice of such problem, all at Warrantor's sole cost and expense. This warranty specifically covers parts, labor, and service.

1. Warrantor will provide telephone technical support Monday-Friday from 8:30 am to 6:00 pm EST to diagnose problems with the warranted system. Warrantor recognizes most Federal holidays.

2. Warrantor will replace defective components of the warranted system. If a complete system is necessary, Warrantor will ship a replacement within 3 business days of receiving the streaming tape backup and damaged system. Warrantor will provide these replacements at no cost to the Warrantee except where damage has been caused by fire, flood, lightning or other catastrophic event, natural disaster, act of God, act of war or terrorism, riot, civil disorder, rebellion or revolution, court order, or other circumstances beyond the Warrantor's control. If the damage is the result of any of these listed causes, Warrantor responsibility will be limited to temporary replacement of defective items (not to exceed 30 days) or permanent replacement at a charge to the Warrantee not to exceed Warrantor's cost of the items including shipping and reimbursement for any travel expenses incurred by Tele-Works employees.

3. The Warrantee is responsible for maintaining a current software/message backup using the streaming tape drive provided with the system.

4. Warrantor will offer free services during the period of time covered by this Agreement that include but are not limited to:
   a) free access to the on-line Customer Service Center, including the Scriptware© template library;
   b) free Monthly Graphical Statistical Report and Evaluation;
   c) 1 free day of retraining for system administrator(s) when Tele-Works staff is in the immediate locale.

5. Warrantor will provide discounted pricing of certain applications and services during the period of time covered by this Agreement that includes but is not limited to:
   a) 25% discount for pre-developed application programs and port expansions and a 50% discount for recordings;
   b) discounted labor rates for site visits and customized programming performed on a contract basis.

6. The maintenance amount extends the first year warranty period and is ____% of the base market price, plus any added applications. Applications purchased during any expiring year will result in an increase to the annual maintenance cost at the next renewal.

For technical support to continue uninterrupted, this signed Agreement must be received along with payment or Purchase Order prior to the expiration of the existing Agreement.

I, ________________________________ certify that The City Fayetteville
(Signature of Official)
agrees to the terms described above.

Tele-Works, Incorporated, by:
Signature [signature]
Date 2-20-2002

ATTACHMENT E: DECtalk END USER AGREEMENT

This END USER AGREEMENT, effective______________ is entered into by and between Tele-Works, Inc. ("TW") and The City of Fayetteville ("The City").

WHEREAS, TW has entered into Runtime License Agreement #QR-CLAM3-34 between Tele-Works, Inc. and Fonix Corporation (FONIX), whereby TW has a nonexclusive right to copy and use DECtalk Software for use as a runtime component of TW's internally developed applications requiring text-to-speech synthesis technology; and

WHEREAS, FONIX has granted TW the license to distribute copies of DECtalk Software directly to END USERS provided each END USER enters into an END USER AGREEMENT;

NOW THEREFORE, TW and The City agree as follows:

Article 1 – Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.01 RUNTIME SOFTWARE shall mean Version 4.51 of DECtalk Software for the Windows 95/98/NT/WIN2K operating system, including any commercially released upgrades which FONIX may distribute to TW pursuant to this Agreement.

1.02 END USER shall mean a third party authorized by TW to use DECtalk technology solely as a component of TW APPLICATIONS and only for The City's own internal operation with no right to distribute to others.

1.03 END USER AGREEMENT shall mean the Agreement between TW and The City which incorporates all the requirements of Article 2.

1.04 TW APPLICATIONS shall mean only those applications specified in Runtime License Agreement #QR-CLAM3-34.

1.05 DECtalk TECHNOLOGY shall mean RUNTIME SOFTWARE.

Article 2 – End User Agreements

2.01 The City is prohibited from using DECtalk TECHNOLOGY for any purpose other than solely as a component of TW APPLICATIONS.

2.02 The City is prohibited from copying TW APPLICATIONS except as may allowed by TW for archival use

2.03 The City is prohibited from reverse engineering, reverse compilation, disassembly or decomposition of the RUNTIME SOFTWARE contained in TW APPLICATIONS.

2.04 Ownership and title of the RUNTIME SOFTWARE contained in TW APPLICATIONS does not pass to The City, but shall at all times remain with FONIX.

2.05 FONIX is not liable for any damages, whether direct, indirect, incidental, special or consequential arising from the use of TW APPLICATIONS.

2.06 At the termination or expiration of the END USER AGREEMENT, The City will discontinue use and destroy or return to TW all TW APPLICATIONS and all archival or other copies of TW APPLICATIONS that contain any part of DECtalk TECHNOLOGY.

2.07 The City has no right to transfer or distribute TW APPLICATIONS to others.

Article 3 – Term and Termination

3.01 This END USER AGREEMENT shall remain in effect until terminated by TW or The City by providing thirty days written notice to the other party.

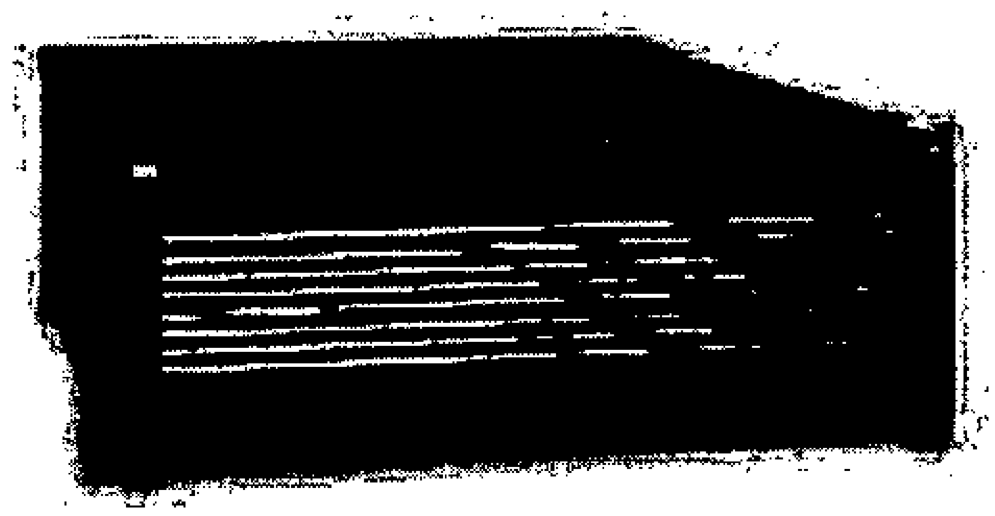
3.02 Under the terms of Runtime License Agreement #QR-CLAM3-34, termination of that Agreement shall not affect existing installations of RUNTIME SOFTWARE in operation.

IN WITNESS WHEREOF, each party hereto has as of the above date caused this END USER AGREEMENT to be signed by its duly authorized representative.

TELE-WORKS, INC.	THE CITY OF FAYETTEVILLE
By [signature]	By
Name CHRIS SCHELLHAMMER	Name
Title PRESIDENT	Title
Date 2-20-2002	Date
ATTEST: [signature]	ATTEST:
ERIK AMELINK SALES MANAGER	
(Print/Type Name & Title)	(Print/Type Name & Title)

Exhibit A.1

Hardware & Software Specifications



General Description

Tele-Works systems feature passive backplane chassis architecture with rack-mountable options, shock-resistant drive cages, increased cooling systems, and fault resilient features that support telephony applications and continual operation.

The heavy-duty steel construction encloses industrial grade components and non-proprietary devices to ensure top quality and upgrade part availability. The passive backplane design permits optimal system configuration and upgrades.

Hardware Features/Components

- 4U industrial grade chassis
- 14 slot backplane w/ 12 PCI, 1 ISA & 2CPU slots
- Redundant 2 x 300W ATX hot-swap power supply
- PICMG socket 370 PIII SBC, VIA Apollo Pro 133A chipset
- Onboard 8MB video SDRAM AGP – ATI Rage Pro
- Onboard 10/100 Base-T Ethernet UTP
- 1GHz Intel Pentium III CPU w/ 133FSB and 256K Cache
- 512 MB Dimm SDRAM PC133, ECC
- Two (2) 40GB 7200RPM IDE hard disk drives (500+ hours of voice storage, 9,000+ pages of fax documents)
- Ultra ATA/100 EIDE RAID controller w/ 2 hot swap drive chassis (mirrors activity on both hard drives for increased fault tolerance)
- EZDrive - CD-ROM/floppy drive combo
- 10/20 GB TRAVAN TR5 EIDE internal tape drive

Note: Tele-Works is not responsible for network setup or any problems associated with the customer's network or the Tele-Works system as a result of network based problems.

Physical/Environment

Dimensions (WXDXH):
19"x20"x7"
482.6mmx508mmx177.8mm

Mounting:
Tabletop or relay rack, slide rails for cabinet mounting available by request

Operating Temperature:
0 C (32F) to 50 C (122 F)

Relative Humidity:
5% to 95%, non-condensing

Power Requirement:
One standard 120V, 60Hz outlet

Voice/Fax Boards

Exact Voice/Fax Boards are based on final configuration. Please contact Tele-Works for additional configuration details.

- Dialogic D/4PCI 4-port analog voice board (RJ11 interface)
- Dialogic D/160SC-LS 16-port analog voice board (DB-37 or RJ11 breakout box interface)
- Dialogic D/240SC-T1 24-port digital voice board (RJ45 interface)*
- Dialogic GammaLink CPi/200 2-port analog fax board (RJ11 interface)

*Digital Line Service Requirement: ISDN PRI or similar

Peripherals Included

- PS/2 Keyboard
- PS/2 Mouse
- Inkjet Printer
- 15" Color Monitor
- Uninterruptible Power Supply
- All interface cables (15 feet for phone connections, 5 feet for peripherals)

Software

- Microsoft Windows 2000 Server, 5 CAL
- Symantec pcAnywhere 10.0
- Tele-Works ACIS/TVR Line Monitor 4.x
- Tele-Works Fax Server 4.x
- Tele-Works Administration Utility 4.x
- Dialogic DNA 3.3 Drivers

Tele-Works, Inc. P.O. Box 663
Blacksburg, VA24063-0663
TEL. 540-953-2631
FAX. 540-951-4016
twmain@tele-works.com
http://www.tele-works.com/

Exhibit A.2

Automated Citizen Information System
Web Flow - Standards & Options

Standard Public Displays

URL Access
i.e. http://www.tele-works.com/htbin/webware/default.asp?agency=
agencyname_agencytype

Main Page Display

- Search Engine
- Categorical Listing/Links
- Message Listing/Links
- Message Content
- Navigational Links

Note: *Information for web display is dynamically drawn from the appropriate Customer Service Center account.*

www.tele-works.com
Customer Service Center
agencyname_agency type

Web Administration

- Message Selection
- Custimization
- Submission Requests
- Search Methods
- Help & Manuals

Search Display

Search Methods:
Message Number
Message Text (keyword)

Search Results - Display:
Category Link
Message Link

Search Selections

Original Search Term highlighted in red

Standard Presentment Services

- Incorporation of home site design included
- Search Engine Included
- Hosting Included
- PDF version of brochure included
- Font and Color preferences

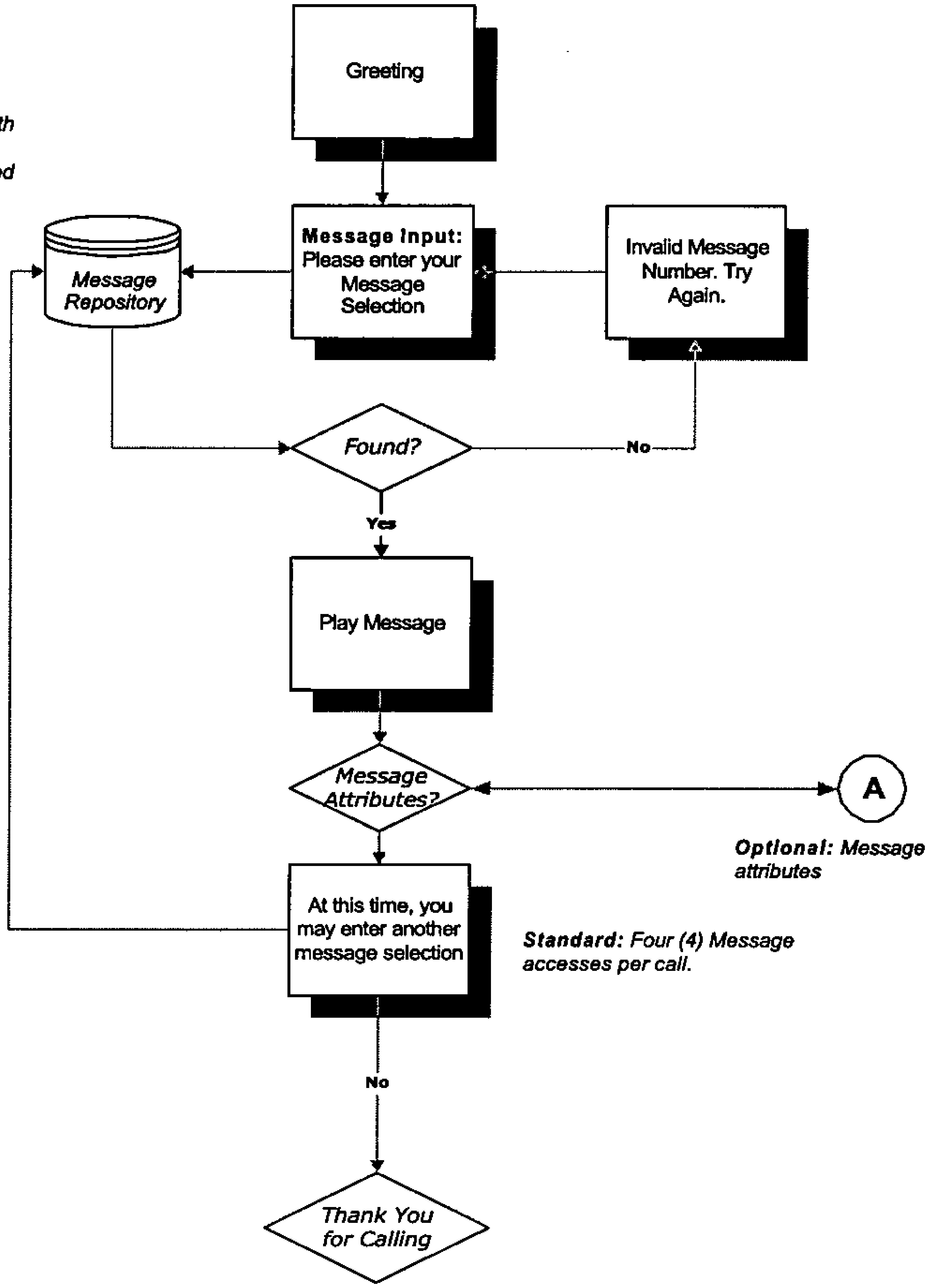
Optional Presentment Services

- Framed Page Presentment
- Search Engine Removed
- Alphabetically or Numerically Organized Content

Automated Citizen Information System
Call Flow - Standards & Options

Standard: *One phone number is used by the public to access system information*

Option: *ACIS compatibility with TDDs is attained via a dedicated number and is limited to the standards on this page.*



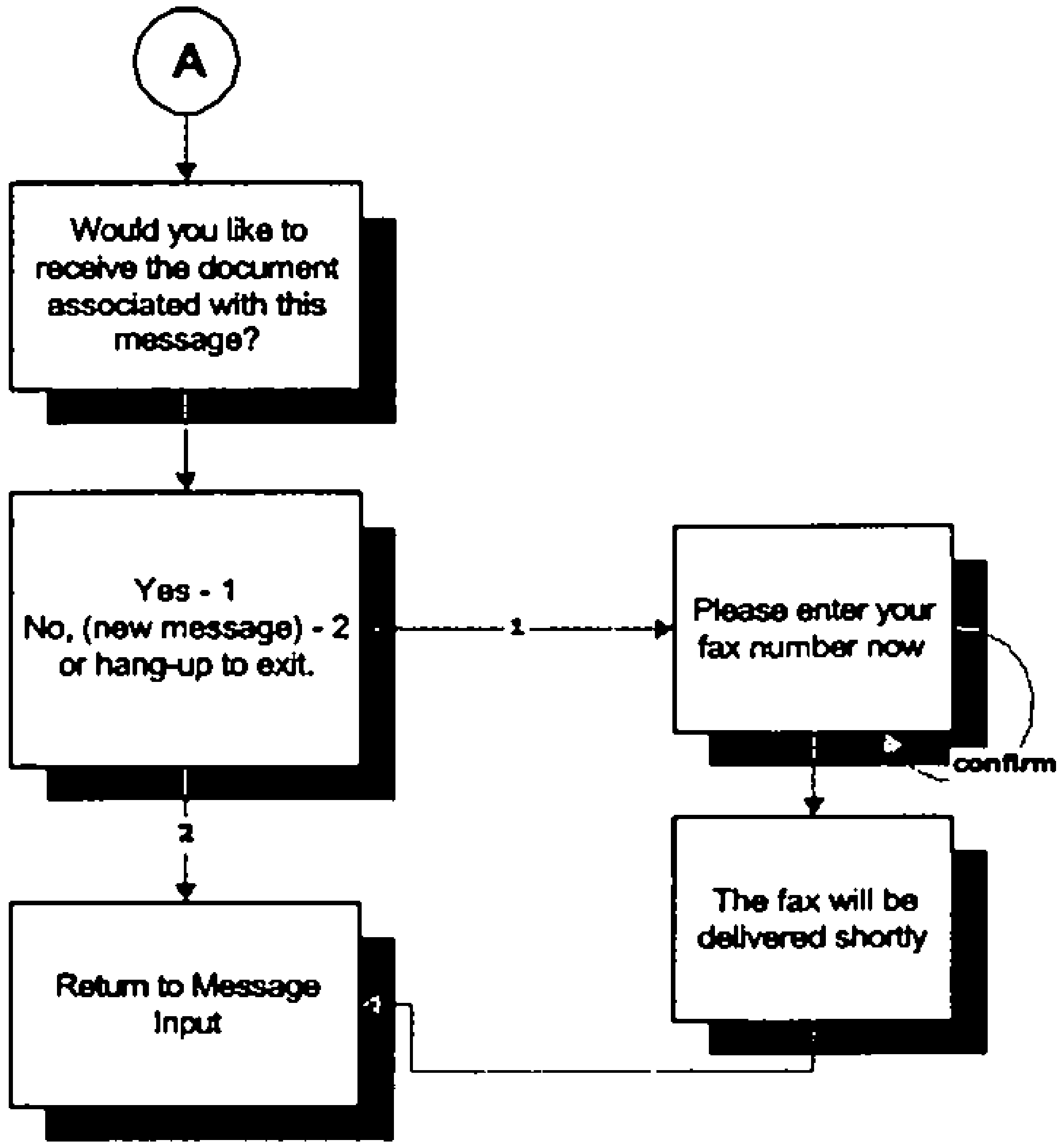
Optional: *Message attributes*

Standard: *Four (4) Message accesses per call.*

Automated Citizen Information System

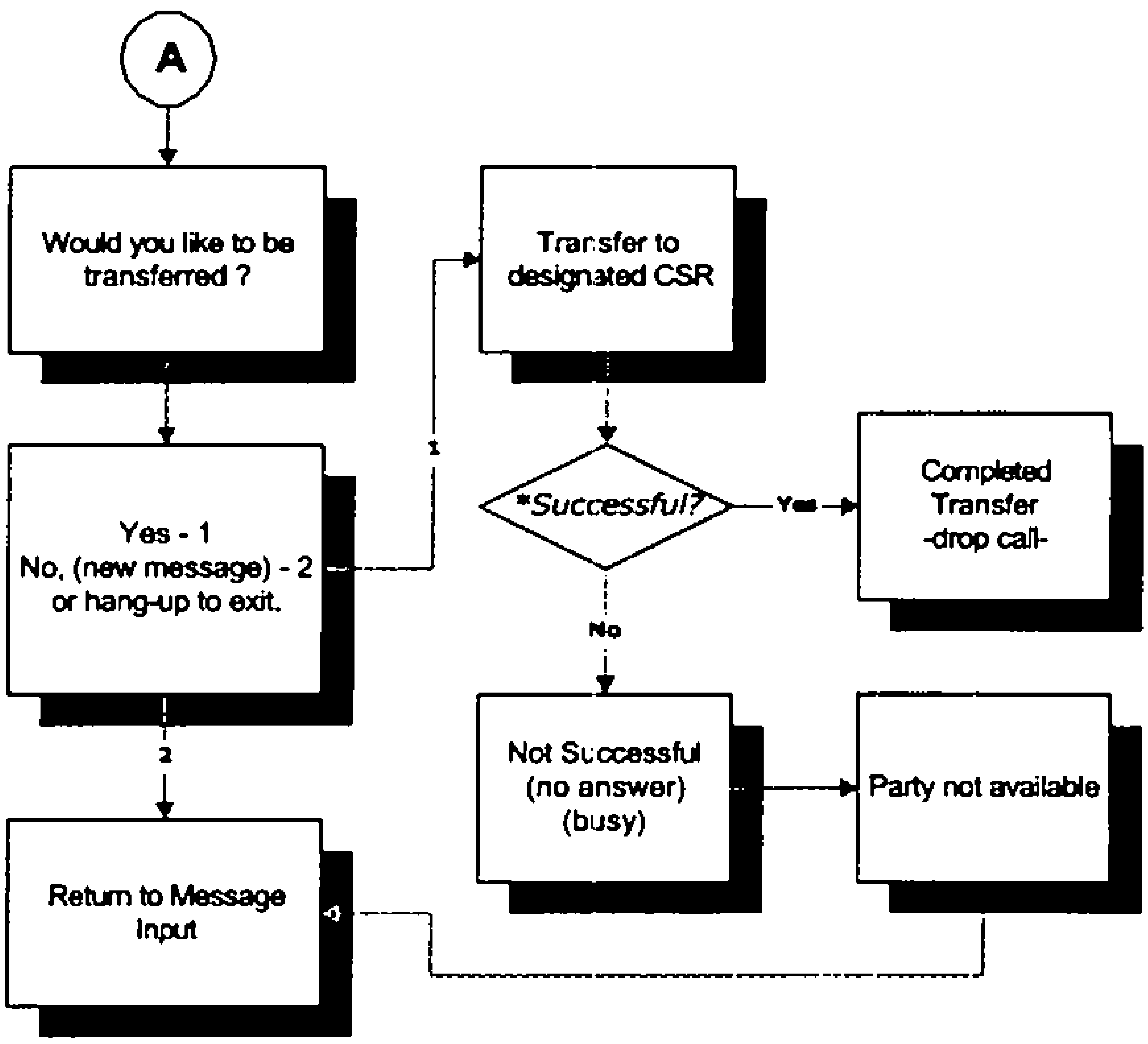
Call Flow - Optional Message Attributes (FAX)

Note: Fax functionality is standard

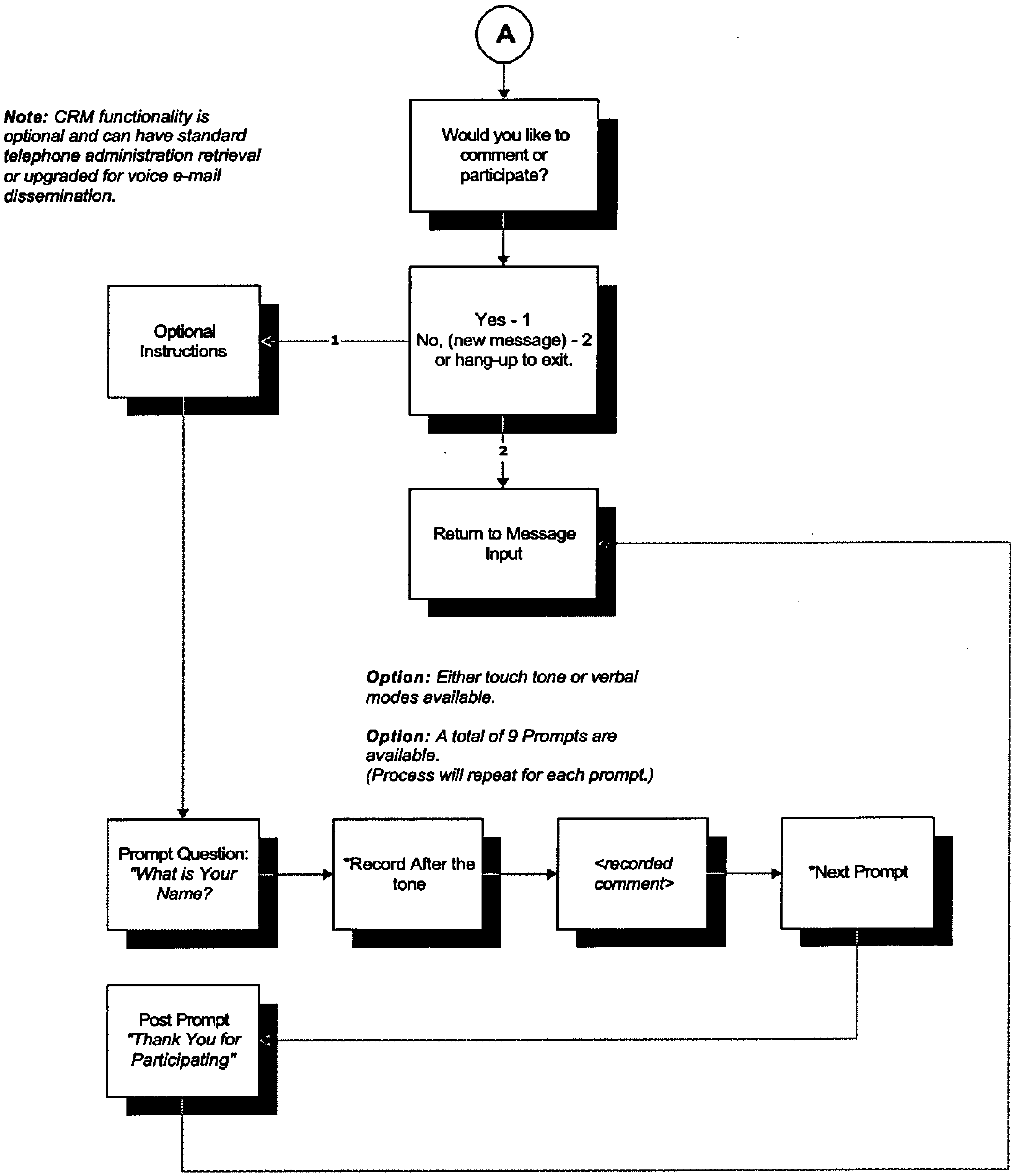


Call Flow - Optional Message Attributes (Transfer)

Option: Transfer can be toggled to "supervised" to allow live assistance only, or unsupervised for "blind" transfer (i.e. Voice Mail)



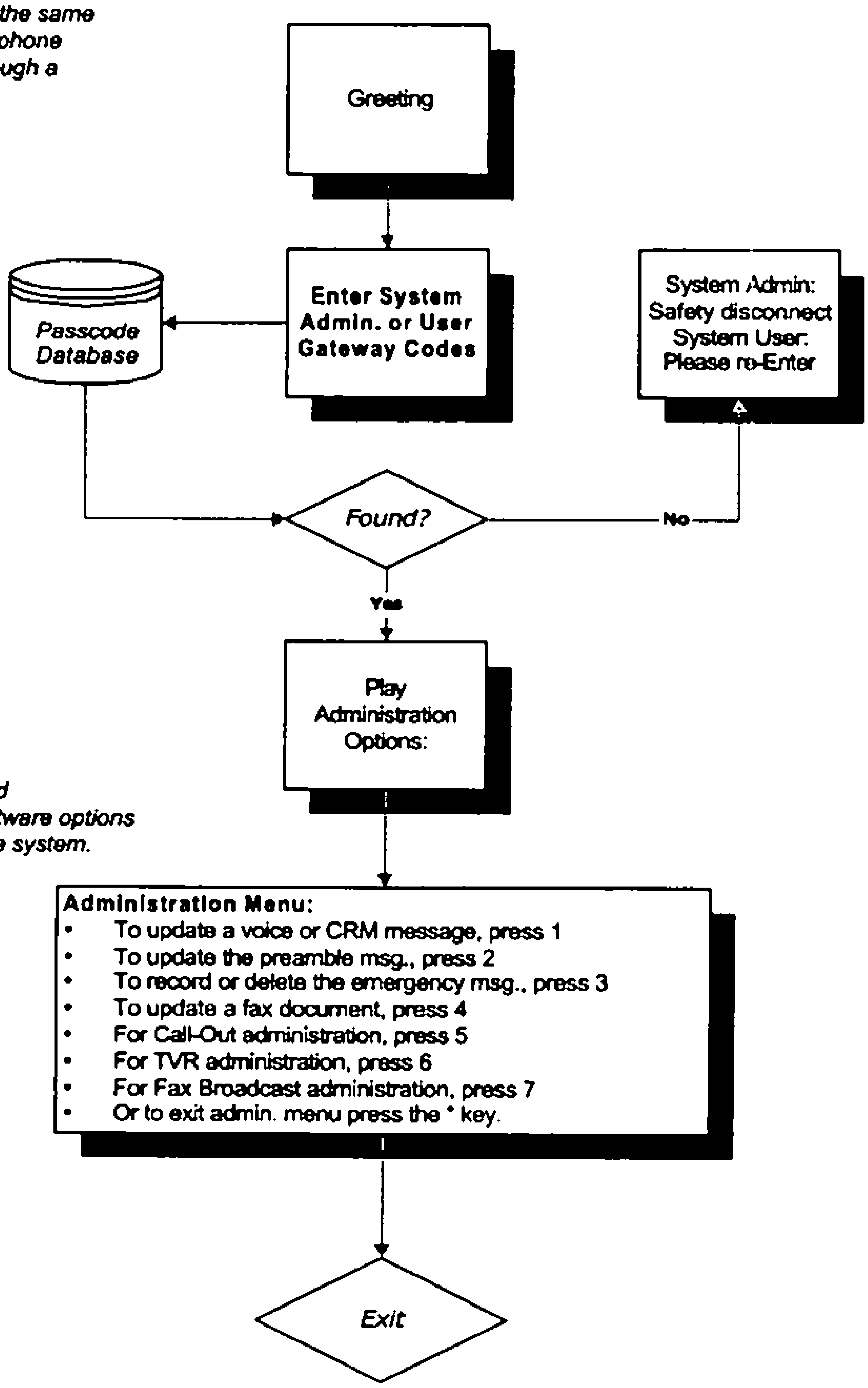
Automated Citizen Information System
Call Flow - Optional Message Attributes (CRM)



Automated Citizen Information System

Call Flow - Administration

Note: *Standard system administration via the telephone is conducted through the same public access number. Fax telephone administration is conducted through a dedicated number.*



Note: *Administration options and functionality is subject to the software options purchased and configured for the system.*

Tele-Works
Enhancing Communication Between Governments and their Citizens

Tele-Works Quotation

To: The City of Fayetteville
Sharon Crosson
113 West Mountain Street
Fayetteville, AR 72701
Phone: 501-575-8277

From: Tele-Works, Incorporated
Kara Shifflett
P.O. Box 663
Blacksburg, VA 24060
Phone: 540-951-6468

Date: 2/20/02
REF: Tele-Works, Inc. Quotation
OF PAGES: 1

Tele-Works appreciates the opportunity to provide you with the following quotation. Please refer to the Terms and Conditions regarding your quote.

Project Description:

The project quote below is for a 4-port ACIS & TVR (Utility Billing & Building Inspections) system with enhancements.

Product – Unit Name	Product – Unit Description	Costs*
System Platform	Passive Backplane – Industrial Grade Chassis • 4-Port w/Fax-on-Demand and Call Transfer	$ 12,000
ACIS Module	Includes: • Scriptware©/Custom Service Center • Professional Recordings; WebWare© • Marketing Plan/Camera/Web-Ready Brochure	$ 11,500
Call-Out	Performs Outbound Calling	$2,000
ECRM	Voice to Email Functionality	$2,000
Fax Broadcast	Disseminates fax documents to specific recipients	$2,500
Print Capture	Saves documents to the ACIS a faxable format	$500
TVR Software	Phone & Web integration (4-ports)	$11,500
TVR Application # 1	Building Inspection Application	$ 15,000
TVR Application # 2	Utility Billing Application	$ 15,000
e-Payment Module	e-Commerce & Payment Processing Functions	$ 11,500
Sub Total		**$ 83,500**
Installation & Training	First visit at no charge, subsequent at $1,200 each	1st free
First In State Discount	10% of total system cost	- $8,350
	Estimated Grand Total	**$75,150**
3 year Maintenance Plan including first year warranty	Calculated at 12% of pre-discounted price	$20,000

Terms: ***1) A (1) one-year warranty is included with this quoted system***
2) This pricing is valid for the next 90 days; an LOI is required to extend this pricing
3) Payment terms are: ***35% upon P.O./Award/Contract/Notice to Proceed***
55% upon installation and training
10% upon final completion of project

***Conditions:**
This quote represents a "not-to-exceed" quote. Tele-Works has received and evaluated your Scope of Work document and this quote includes all necessary materials and labor to effectively integrate the product with your back-office data host(s): New World & Hansen Technologies. However, this quote does not include Application Programmers Interface (API) kits and/or fees from New World & Hansen Technologies required to perform work. This API must be obtained directly from your database vendor and supplied to Tele-Works for the project to commence. NOTES: 1) Phone line installation or support costs are not included 2) Digital line configurations require ISDN PRI Support 3) Marketing Services (i.e. camera ready brochures) provided do not include production and distribution costs.

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Kevin Springer	Budget & Research	Administrative Svcs.
Name	Division	Department

ACTION REQUIRED:

Contract approval with IFWORLD Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680 with a project contingency of $13,320 (15.5%) being requested for a total contract price of $99,000. ~~A bid waiver is also requested for future updates from IFWORLD Inc. to the City's website~~.

COST TO CITY:

$85,680.00	$ 99,000.00	WebSite Design
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5315-00	0.00	Other Capital
Account Number	Funds Used To Date	Program Name
02084-1	$ 99,000.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

2/13/02

Budget Manager

Administrative Services Director

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

Marsha Farthing	2/14/02	Nancy Smith	2/14/02
Accounting Manager	Date	Internal Auditor	Date
	2/14/02		
City Attorney	Date	ADA Coordinator	Date
	2/14/02		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Staff recommends approval of the contract and Bid Waiver with IFWORLD.

	2/15/02
Division Head	Date
Department Director	Date
Administrative Services Director	Date
Dan Coody	
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

Consent -
New Business

IFWORLD
D. 2. Page 2

STAFF REVIEW FORM - Page 2

Description Web Site Design & Construction - IFWORLD Meeting Date March 5, 2002

Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Ted H. Webber, Administrative Services Director

FROM: Budget & Research

DATE: February 12, 2002

SUBJECT: **Web Site Design & Construction Contract - IFWORLD**

Attached is a Web Site Design & Construction contract with IFWORLD that will provide the City with Web Site Design & Construction services. The following information contained in this memo describes the background, benefits, and costs of this project.

Background:

In 1996, the ALADDIN project was developed between the University of Arkansas and community members with an interest in improving access to the information that affects our daily lives: politics, education, environment, and more by making it available online through the Internet. The City chose to place its web site on the University of Arkansas' server. This has greatly benefitted the City for the last several years. Unfortunately, the need for an increased web site presence has led us to out source our web design services.

A major overhaul of the web site was initiated in 1998 by in-house personnel to meet the current needs of the citizens of Fayetteville. The web site was limited in the amount of information it contained due to space limitations on the server and the unavailability of web design resources. City staff began investigating in 1999 the benefits the City would get through a more pronounced presence on the Internet.

By the first quarter of 2000, the City received its first direct connection to the Internet by acquiring a T1 line into the City Administration Building. In addition, a new domain name was acquired for future web site use (http://www.ci.fayetteville.ar.us).

In early 2001, an ad-hoc committee, made up of City Staff and citizens, was formed to determine the services and information that should be available via the City's web site. The committee focused its attention on the Web site's design, the content provided, and other areas such as e-commerce that may be included on the site. One of the items accomplished by the committee was the development of a Strategic Plan for On-Line Services. This Strategic Plan will serve as a "road map" to guide City staff in the development and maintenance of the City's web site. In addition to the Strategic Plan, the committee chose a website nickname that would be easy to remember by everyone. The domain name that was chosen is (http://www.accessfayetteville.org).

During the later part of 2001, a selection committee was formed to review Request for Proposals (RFPs) for Web Site Design & Hosting Services. The selection committee was made up of City Staff, ad-hoc web committee Chair Kevin McDonald, and Alderman Bob Davis. Fifteen proposals were sent out with seven responses received. The committee selected IFWORLD, Inc. for the Web Site Design and Southwestern Bell Communications (SBC) for the Web Hosting. The committee felt that these companies are the best at meeting the needs of the City of Fayetteville.

Features & Benefits:

Today the City's Internet site is composed almost entirely of static web pages. Current staff has done a good job in bringing it to the point it is today, but the City is interested in building an Internet web site that is not only informative but affords the citizens the opportunity to have meaningful access to a full array of government services. The City of Fayetteville is committed to building a world class web site that is designed upon the ease of use from the viewpoint of the citizens and City staff.

It is City Staff's opinion that our current web site navigates much like a hierarchical organizational chart, forcing the citizen to understand how government works in order to navigate to the appropriate area to find the information or service they are seeking. The City's new web site will be of an innovative design that will allow visitors to find the information they need without understanding how the government works. The City wants to make their visit to our web site an easy one.

The following is a list of basic ways in which the City's web site will share information over the Internet:

- **The web site will provide general information in text form to citizens, businesses, visitors, students, and others.** Our web site will give citizens an alternative source of information, accessible when phones are busy or when the offices are closed. The value of this type of Internet use is difficult to estimate. For example, a hit on a particular page might represent an avoided contact with City staff members. However, many people will visit our web site out of curiosity or for an educational purpose, and might not call or write if the Internet were not available.

- **Citizens and businesses provide information to our web site.** Instead of traveling to City offices or mailing in a paper form, citizens who enter the data directly into the City's database, using an Internet form, help us achieve savings in several areas: the cost of data entry, distribution and processing of forms, supplies such as paper and pens, printing, and maintaining office waiting areas. Citizens also benefit from quicker service, reduced travel time, and lower mailing costs.

- **Businesses provide database, computer files, and business records to our web site.** With the evolution of electronic government services, we can expect to see major growth in the electronic delivery of items such as construction and land development plans, business tax records, and other records kept by consultants and contract workers, as well as computer records submitted as part of a service contract or as part of bid and award processes.

- **The City's web site provides search information to citizens.** Citizens can query City databases over the Internet and can receive a customized subset of the data. One major advantage to this use of the Internet, is that once the querying system has been set up, the City needs to do nothing else–beyond normal maintenance of the source database–to create up-to-date information that citizens can access over the Internet.

- **The City's web site provides alert information to citizens, or citizens provide it to the City.** Alert information demands a high degree of assurance that it has been brought to the attention to the receiver. Alert information has traditionally been provided through postcards, newsletters, or newspaper articles. Targeted Internet e-mail makes it possible for the City to provide similar alert functions to specific groups of people (e.g. Neighborhood Groups).

Project Costs:

The cost of the Web Design & Construction services contract with IFWORLD will be $85,680. The description of the costs are outlined in the table below. Although the initial contract is $85,680, City Staff is requesting project contingency approval to increase the annual contract up to $99,000, if necessary. Cost increases may be necessary during the project due to unforeseen changes in the scope of work that will benefit the entire project. In addition, City Staff is requesting a bid waiver be granted to IFWORLD for any future work to the Web Site. It would not be feasible for any other vendor to make modifications to the proprietary software that IFWORLD has developed.

Description	**Hours**	**Amount**
Core Features Design:		
Project Preparation	4	$ 440.00
Site Map	44	4,840.00
Schematics Document	92	10,120.00
Functional Specifications	162	17,820.00
Graphic Design Comps	42	4,620.00
Design Specifications	11	1,210.00
Project Design Document	38	4,180.00
Implementation:		
Overall Layout and Design	18	1,980.00
Layout and Design of Page Types	60	6,600.00

Description		Hours	Amount
Site Search		21	3,030.00
Content Management Systems		90	12,540.00
Programming		76	11,400.00
Testing & Debugging		42	5,580.00
Training		12	1,320.00
	TOTAL	712	$ 85,680.00

Schedule of Design & Implementation Milestones (Tentative):

The design and implementation schedule shows the time frame associated with the construction of the City's website. All dates are subject to change with respect to timely feedback from the City of Fayetteville and IFWORLD's workload during the decision process.

Design Phase:

Design Start .... March 6, 2001
Site Map Finalized .... March 21, 2001
Schematics Finalized .... April 15, 2002
Functional Spec Finalized .... May 7, 2002
Graphic Design Comps .... May 22, 2002
Design Completion .... June 13, 2002

Implementation Phase:

Implementation Start .... June 14, 2002
Overall Layout Completed .... June 19, 2002
Page Types Completed .... July 3, 2002
Content Management System Completed .... July 17, 2002
Site Search Completed .... July 23, 2002
Site Published Live .... August 7, 2002

Conclusion:

City Staff recommends that City Council approve the contract and bid waiver for Web Design and Construction services to IFWORLD. If you have any questions concerning this agenda item, please contact Kevin Springer at 575-8226. Thank you for your consideration in this matter.

Appendix A

Contract
IFWORLD, Inc.

WEB SITE DESIGN & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of March, 2002 by and between **IFWORLD INC.** (hereafter "**IFWORLD**") and **THE CITY OF FAYETTEVILLE** (hereafter "**CLIENT**"), subject to the terms and conditions more specifically set forth herein.

DESIGN STAGE.

(1) CLIENT wishes to engage IFWORLD and IFWORLD agrees to perform the services which are reasonable and necessary to create a website for CLIENT in accordance with the Project Requirements set forth in Appendix B, attached hereto and made part hereof.

(2) CLIENT agrees to pay and IFWORLD agrees to accept the total sum of the Core Features and the initialed optional items below as consideration for the services to be performed in the Design & Implementation stages as set forth in Appendix A.

Core Features Design & Implementation............ $85,680

The total sum of the Core Features is to be payable as follows:

$ ***Nothing*** upon signing this Agreement

(3) PAYMENT. Professional Services Fees for Design will be invoiced monthly for services as incurred on a time and material basis. If changes to the hours for Professional Services stated in RFP are needed, a change order signed by both parties will be required. Any Professional Services provided in excess of the hours stated will be charged at the unit price stated in the RFP. The Remaining Balance of the Implementation Cost to be billed to CLIENT immediately due and payable upon presentation of the website.

(4) CLIENT agrees that any of the following actions must be authorized by CLIENT, acknowledges that the same will cause a change in both the cost and time-frame for the Project Design and Implementation, and agrees to pay for any increased costs, to be billed as set forth above, due to the following actions:

a. Change(s) to the Project Requirements after signing this Agreement.

b. Change(s) to the Site Map after approval by CLIENT.

c. Change(s) to the Schematics Document after approval by CLIENT.

d. Change(s) to the Functional Specifications Document after approval by CLIENT.

e. Change(s) to the Graphic Design Comps after approval by CLIENT.

f. Change(s) to the Project Design Document after approval by CLIENT.

(5) CLIENT agrees to provide to IFWORLD with all data, specifications, and information, including text, graphic content, and any media which is to be included in CLIENT's web site by IFWORLD within a reasonable time after and in no event more than seventy-five (75) days from the date of signing this Agreement.

(6) CLIENT understands and agrees that work will not commence until IFWORLD, in its sole discretion, determines that it has received data, specifications, and information, including text, graphic content, and any media from CLIENT sufficient for it to undertake the Design Project.

(7) Should CLIENT fail to provide the data, specifications, and information, including text, graphic content, and any media, required pursuant to Paragraph five (5), IFWORLD shall have the right to declare the entire amount due IFWORLD under this agreement immediately due and payable. In that event, IFWORLD shall be under no obligation to complete its performance contemplated hereunder until such balance is paid in full and CLIENT has furnished such data, specifications, and information, including text, graphic content, and any media, sufficient, as determined in IFWORLD's sole discretion, for IFWORLD to complete the Project Design.

(8) CLIENT agrees that publication of the web site will not occur until IFWORLD has been paid in full under the Design and Implementation Schedule and Budget and written authorization from CLIENT has been received by IFWORLD.

GENERAL CONDITIONS:

(9) IFWORLD retains the right to suspend any given Schedule due to the delay by or tardiness on the part of CLIENT when IFWORLD must await a necessary approval by CLIENT at a step or stage of the process before continuing. In that event, IFWORLD will resume work as soon as practicable after CLIENT'S response has been received.

(10) Except for IFWORLD Proprietary Software as set forth in paragraph 14, all other materials, and products, and modifications developed or prepared by IFWORLD under this agreement, including without limitation to forms, images and text viewable on the Internet, any HTML elements relating thereto, and software, including the Deliverables and any Updates thereto, are the property of the CLIENT and all right and title and interest therein shall vest in CLIENT and shall be deemed to be a "work made for hire" under the United States copyright law and made in the course of this Agreement. CLIENT acknowledges IFWORLD to be the author of such web site but will limit the identification to HTML remark codes embedded in the Page Source of the Home Page.

(11) The IFWORLD Proprietary Software as set forth in paragraph 14 is and shall remain the property of IFWORLD. IFWORLD grants to CLIENT a perpetual, irrevocable, non-exclusive, license for CLIENT or its agents to use and copy for backup purposes the IFWORLD Proprietary Software in conjunction with the operation and maintenance of the CLIENT Site.

(12) CLIENT represents and covenants that it is the owner, assignee, or licensee of all elements of the web site supplied by it to IFWORLD, including text, graphics, photos, designs, trademarks, or other artwork or materials, or has otherwise been granted permission to utilize the same by the owner or owners thereof, and agrees to indemnify and hold harmless IFWORLD from any and all claims or suits arising from the use of such elements furnished by the CLIENT, such to include reasonable attorney fees incurred by IFWORLD in defending itself and pursuing performance of this provision from CLIENT.

(13) IFWORLD agrees and acknowledges that CLIENT retains exclusive rights of title and ownership over all copyrights, trademarks, or other proprietary rights associated with, pertaining or referring to, or otherwise representative of THE CITY OF FAYETTEVILLE, its committees, departments, divisions, governing body, or other officials; including but not limited to any and all color schemes, diagrams, drawings, graphic designs, insignia, letter or number fonts, logos, mottos, photographs, seals, sketches, etc., which might be or are subject to the intellectual property rights of CLIENT. If so requested, IFWORLD will include such mutually agreed upon forms of notice on the website to protect copyrights, trademarks and other proprietary information.

(14) CLIENT agrees and acknowledges that IFWORLD retains the exclusive rights of title and ownership over all IFWORLD Proprietary Software which includes all PHP Coding, Java Script and Database Structure utilized in the building, operation, maintenance of the website and remains the exclusive rights of title and ownership of IFWORLD.

(15) IFWORLD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE COMPLETED WEB SITE AS ACCEPTED BY CLIENT, AND CLIENT EXPRESSLY BY SIGNATURE HEREON AND ACCEPTANCE OF THE WEB SITE AS CONTEMPLATED HEREIN DOES HEREBY RELEASE AND FOREVER DISCHARGE IFWORLD, ITS EMPLOYEES, OFFICERS, ASSIGNS AND RELATED ENTITIES OF AND FROM ANY AND ALL LIABILITY ARISING FROM THE USE BY CLIENT OF THE WEB SITE AS CONSTRUCTED BY IFWORLD UNLESS EXPRESSLY SET FORTH AND ADOPTED HEREIN, IFWORLD MAKES NO WARRANTIES OF ANY TYPE OR NATURE, INCLUDING EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS, AND WARRANTIES OF MERCHANTABILITY, CONCERNING THE PERFORMANCE OF ITS SERVICE PURSUANT TO THIS AGREEMENT. NEITHER IFWORLD, ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS SHALL BE LIABLE TO CLIENT OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE, THIS SERVICE.

(16) NOTWITHSTANDING THE FOREGOING PARAGRAPH, IN THE EVENT THAT IFWORLD SHOULD BE HELD LIABLE TO CLIENT OR THIRD PARTIES RELATED TO THE USE OR INABILITY TO USE THE WEB SITE OF CLIENT, THEN AND IN THAT EVENT RECOVERABLE DAMAGES, IF ANY, SHALL BE LIMITED TO THE ACTUAL INJURY SUFFERED BY CLIENT OR THIRD PARTY, PROVED TO A REASONABLE CERTAINTY, OR FIVE PERCENT (5%) OF THE TOTAL AMOUNT PAID HEREUNDER, WHICHEVER IS THE LESSER AMOUNT.

(17) This agreement and the continuing obligations set forth herein shall survive and continue beyond the payment of the monies due hereunder from CLIENT to IFWORLD and the construction of the web site by IFWORLD, and such continuing obligations may be enforced by either party against the other should a breach of such occur or be imminent.

(18) To the extent that any provision herein might be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect, including the continuing obligations hereunder.

(19) This agreement shall, regardless of where executed, be interpreted, construed and enforced in accordance with and subject to the laws of the State of Arkansas, and venue for any action hereunder shall lie in Washington County, Arkansas.

(20) The documents which comprise this contract between the CLIENT and IFWORLD consist of this contract and the following documents, which are incorporated herein by reference as if set forth word for word:

a. Bid form identified as REQUEST FOR PROPOSALS (RFP 10-01) issued September 21, 2001, for web site development and hosting assistance with all specifications, conditions, and requirements included therein;

b. IFWORLD'S proposal and all supporting documents and correspondence submitted by IFWORLD on or about October 19, 2001, in response to the REQUEST FOR PROPOSALS (RFP 10-01) issued September 21, 2001.

(21) THIS AGREEMENT constitutes the complete agreement between the parties hereto for the services covered herein, superceding any and all prior communications and agreements between the parties with respect to these services, and shall be construed and interpreted as a separate agreement from any and all other agreements which might now, or later, exist between the parties, **UNLESS** it be incorporated by specific reference into such other agreements. This agreement shall not be binding upon IFWORLD until accepted by a Corporate Representative other than the signing sales representative.

WITNESS OUR hands on the date first above written:

CLIENT ______________________	IFWORLD Shara Fisher
Authorized Binding signature	**Authorized Binding signature**
Title: ______________________	Title SALES MANAGER
By ______________________	By Jason Herron
Date ______________________	Date 2/12/02 2/12/02
	ACCEPTED by IFWORLD Inc on the date first above written.

Appendix A Project Process

DESIGN STAGE Establish every element of every page (visually and textually):

1. Site Map:

Design Team develops the site map based on the project requirements (i.e. Requirements Document section of the Design Contract that lists the functional requirements of the project) and project research to plan site structure and organization.

2. Schematics Document:

Design Team visually describes each page with simple schematics following the outline of the site map.

3. Functional Specification Document:

Design Team develops the functional specification document by describing how each page functions, closely following the schematics document. The contents of this document are as follows:

- A full textual description of the site including all design, functional, and textual details of every page.
- The final implementation schedule and budget.
- Content appendix.
- Script and textual storyboard appendix for animations or movies.

4. Graphic Design Comps:

Graphic Design develops comprehensive graphic designs using the functional specification as a guide. Graphic Design also creates visual storyboards for any animation or movie content.

5. Design Specifications Document:

Design Team creates a style guide outlining all design specifications that are to be followed throughout the Implementation Stage.

6. Project Design Document:

Project Design Document is compiled, consisting of:

- Site Map
- Schematics Document
- Functional Specification Document including finalized versions of the content and script and textual storyboard appendices
- Graphic Design Comps including storyboards
- Design Specifications Document

Project Design Document is delivered, fulfilling the Design Contract.

IMPLEMENTATION STAGE Project design is executed:

7. Project Implementation:

Design Team carries out project implementation, closely following the project design document.

8. Walk-through:

A walk-through of the site is done to review it, making sure that expectations are met, and any adjustments to the site are brought to attention of IFWORLD by CLIENT.

9. Publish Site:

Site goes live.

10. Wrap-up:

Wrap-up meeting to review the project. Feedback is given on the project and the project process what worked and what didn't. IFWORLD will present Site Maintenance Plan for CLIENT's consideration.

Appendix B Project Requirements

Terminology Note: The Content Management System we have outlined divides each page into different parts and is perfect for the type of system that has been requested. The names of these parts are used throughout the feature descriptions below. For easy reference, the following are definitions of each part:

Persistent Areas – Piece (or pieces) of a page that are static throughout the site. While the individual persistent piece might change slightly (e.g. an expanding navigation for secondary level pages), the piece is seen on every page of the site. The page elements that this usually includes are the page header, footer, and navigation.

Content Areas – If an element on a page is not one of the Persistent Areas, then it is considered one of the Content Areas of that page. It is the piece (or pieces) of a page that makes that page unique to the site. It usually has dynamic content and/or a varied layout. Each content area is created from a page type.

Page Types – Defines which content types are displayed and where they are located within the content area.

Content Types – The basic building block of a page. The individual elements within a content area. Examples: copy, lists, pictures, links, forms

Core Features

Overall Layout and Design
The creation and development of all page elements which are persistent across the entire site. This includes, but is not limited to, the page header, footer and navigation. Emphasis is placed on ease of use and consistency of layout and user interface. The navigation and site structure will be extensively evaluated, focusing on maximizing the user's ability to find the information they are looking for.

Layout and Design of Page Types
The creation and development of all content areas within each page throughout the site. Each page type listed below is designed once and then registered with the *Content Management System* so it can be used multiple times throughout the site.

Listed below are the foreseen page types for this project:

- Main Page
- Top Level Page
- Site Map
- Search Results Page
- News Headlines Page
- News Story Page

Secondary Level Pages:
- General Copy
- General Copy with Image

- Multiple Sectioned Document (Reports)
- Copy with Archive List
- Calendar - Calendar View
- Calendar - Events List View
- Description & Contact Information
- Mailing List Subscription Form
- PDF Display
- Large Image and Description
- Large Image With Linked Image Map
- Multiple Images and Descriptions
- Form
- Bulleted List
- Numbered List
- Tabled List
- FAQ

Note: These page types cover every type of page that was listed in the RFP. This goes above and beyond the requested three variations of level two pages because of efficiency, usability, and necessity. Because the projected pages have not been finalized, the above list is subject to change. (23 – 30 page types)

Site Search

The *Site Search* performs a keyword search throughout the content of the entire site. Advanced searching methods will also be used for searches of narrower scope and greater complexity.

Content Management System

The *Content Management System* handles the placing of content types (copy, calendars, forms, lists, photographs, etc.) into a predetermined page type (listed in *Layout and Design of Page Types* above) through the administrative section of the website. The *Content Management System* has the following features:

Content / Mailing List Management Features

- Navigation Management
- Content Preview Before Publishing Live
- Content Change History
- Graphic File Upload
- PDF File Upload
- Administrative User Management
- Assigned Permission Levels

Optional Features:

Navigation Evaluation

IFWORLD will conduct a concentrated effort to review the needs of all possible users of the web site and design a web site and navigation scheme that best facilitates an intuitive, consistent, and informative experience. Each page of the proposed navigation will be evaluated along these lines to examine its necessity, placement, and need for improvement.

All Events Calendar
An *All Events Calendar* that would show the city events across all departments. This calendar is a virtual aggregate of the other calendars and will not have an administrative section.

Page Type Builder

This is a module for the *Content Management System* that allows administrators the ability to create new page types. This lets an administrator layout a new type of page and save it so that it can be used throughout the site.

IFWORLD INC

City of Fayetteville Website Schedule

Design Schedule

Design Milestones

Design Start:..March 5, 2001
Site Map Finalized:..March 21, 2001
Schematics Finalized:....................................April 15, 2002
Functional Spec Finalized:.............................May 7, 2002
Graphic Design Comps:..................................May 22, 2002
Design Completion:.......................................June 13, 2002

Implementation Schedule

Estimated Implementation Milestones

Implementation Start:....................................June 14, 2002
Overall Layout Completed:.............................June 19, 2002
Page Types Completed:..................................July 3, 2002

Content Management System

Completed:...July 17, 2002
Site Search Completed:..................................July 23, 2002
Site Published Live:.......................................August 7, 2002

While testing and debugging of the site is a constant effort, two weeks have been set aside for specific concentration on testing and debugging. This will occur between the completion of the site search and the date to go live (July 23 – August 7). Maintenance policy and procedures can also be developed during this time frame because they are independent from the testing and debugging process.

User training and assistance can begin after the *Content Management System* is completed (approx. July 17, 2002).

STAFF REVIEW FORM

X AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002

FROM:

Kevin Springer	Budget & Research	Administrative Svcs.
Name	Division	Department

ACTION REQUIRED:

Contract approval with Southwestern Bell Communications (SBC) for Dedicated Web-Site Hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808 with additional approval being requested to increase the contract up to the amount of $21,408 annually. The 2002 cost of this contract will be $9,388.

COST TO CITY:

$9,388.00 (2002)	$ 34,340.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1710-5315-00	200.00	Info. Technology
Account Number	Funds Used To Date	Program Name
N/A	$ 34,140.00	General
Project Number	Remaining Balance	Fund ✓

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

2/13/02
Budget Manager

Administrative Services Director

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

Marsha Farthing	2/14/02	Nancy Smith	2/14/02
Accounting Manager	Date	Internal Auditor	Date
	2/14/02		
City Attorney	Date	ADA Coordinator	Date
	2/15/02		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Staff recommends approval of the contract with SBC.

Division Head — Date

Department Director — Date

Administrative Services Director — 2/19/02 Date

Mayor — 2/19/02 Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

STAFF REVIEW FORM - Page 2

Description Web Hosting Services - SBC Meeting Date March 5, 2002

Comments: | Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Ted H. Webber, Administrative Services Director

FROM: Budget & Research

DATE: February 12, 2002

SUBJECT: **Web Hosting Contract - Southwestern Bell Communications**

Attached is a Web Hosting Contract with Southwestern Bell Communications (SBC) that will provide the City with Web Hosting services for the next three years. The services are needed for the City's website which is currently in the process of being re-designed and built.

Background:

In 1996, the ALADDIN project was developed between the University of Arkansas and community members with an interest in improving access to the information that affects our daily lives: politics, education, environment, and more by making it available online through the Internet. The City chose to place its web site on the University of Arkansas' server. This has greatly benefitted the City for the last several years. Unfortunately, the need for an increased web site presence has led us to outsource our web hosting services.

In early 2001, an ad-hoc committee, made up of City Staff and citizens, was formed to determine the services and information that should be available via the City's web site. One of the decisions made by this committee was to outsource the City's web hosting. This decision was made by evaluating the City's current infrastructure and personnel available. The most cost effective solution was to outsource web hosting due to staff involvement, cost and system security issues.

During the later part of 2001, a selection committee was formed to review Request for Proposals (RFPs) for Web Site Design & Hosting Services. The selection committee was made up of City Staff, a member of the ad-hoc web committee, and Alderman Bob Davis. The committee selected IFWORLD, Inc. for the Web Site Design and SBC for the Web Site Hosting. The committee felt that both companies would provide the most amount of service for the best price.

Features & Benefits:

SBC Dedicated Hosting will provide a secure and reliable hosting service and is the perfect solution for the City to leverage the experience and expertise of SBC's staff. We will be providing the Web Site content and administration and SBC will provide the hardware and operating system software required to deploy a high performance hosting solution. Some of the Dedicated Hosting Product Basics Include:

- Windows 2000 and Linux Operating System Choices
- Weekly Tape Back Up
- Firewall Option - NetScreen 5XP
- 7 x 24 x 365 Customer Support
- 99.9% Service Level Agreement (SLA) on Uptime
- Highly Trained Unix Professionals & Microsoft Certified Systems Engineers
- 24 Hours, 7 Day-a-Week Server Monitoring Included
- N+1 Redundancy on Data Center Power for Uninterrupted Power Supply
- High-Speed Redundant Internet Bandwidth (multiple OC connections).
- One Hour Per Month of Technical Support for operating system and hardware (included at no charge.)

Costs:

The cost of the Web Hosting services provided by SBC will be $1,484 per month. This represents an annual amount of $17,808. The description of the costs are outlined in the table below. In addition to the main contract price, the City of Fayetteville will be required to pay an additional $120.58 per month in State and Local taxes. Although the initial contract is $17,808 annually, City Staff is requesting approval to increase the annual contract up to $21,408 if necessary. Cost increases may be necessary in the future if the City outgrows its capacity. We are not currently sure what demand the website will create and would like the ability to increase certain functions (e.g. storage, processor, etc.) in the future.

Feature	Monthly Cost
Server: Compaq DL-380 PIII 1.0 GHz, 512 MB RAM, (3) 9.1 GB SCSI Hard Drives (RAID 5), Linux, Data Transfer of 80 GB Month.	$1,069.00
Tape Back Up: Qualstar, A10 Tape Backup, Veritas Software, Weekly Backup for 10GB.	150.00
Managed Firewall: NetScreen 5XP Managed Firewall Service, ScreenOS 2.6 Software.	265.00
Total Monthly Cost	$1,484.00
Total Monthly Taxes (State, County, & City 8.125%)	$120.58
One-Time Set Up Fee	$484.00

For the remainder of 2002, the estimated cost of the Web Hosting services will be $9,388. The cost for 2002 represents six months of web hosting plus a one time initial installation charge. The use of the hosting services is dependent on the completion date of the City's Web Site by IFWORLD, Inc.

Conclusion:

City Staff recommends that City Council approve the contract Web Hosting to SBC. If you have any questions concerning this agenda item, please contact Kevin Springer at 575-8226. Thank you for your consideration in this matter.

Appendix A

Contract
SBC Communications

SBC E-Services, Inc.

Contracts and Statement of Work for:

City of Fayetteville

Dedicated Hosting

Last Updated - February 20, 2002

Prepared by - Brad Shepard, Data Solutions Manager

Services Summary

This is a brief checklist of the services and pricing included in this contract. Please see the Customer Service Agreement(s) and the Statement of Work for details.

Instructions: Mark choices with an "X" (or use a number if more than one of the same server is being ordered – and please note in special instructions as well)

Package Selection (Mark selection with an "X")

	Compaq		Sun
	Start Up Pack DL 320 / Tape Back Up A10 / NetScreen 5XP		**S-Corp** Netra t1
	Biz Pack DL 360 / Tape Back Up A10 / NetScreen 5XP		**S-Pro** E220R
	Performance Pack DL 380 / Tape Back Up A10 / NetScreen 5XP		
	C-Lite DL 320		
	C-Corp DL 360		
X	**C-Pro** DL 380		

Options and Upgrades Selection (Mark selection with an "X")

	IP Address Upgrade (Note: All servers will be assigned one IP address as a default – the second or additional IP addresses will require filling out the IP Address Management Guidelines form)
	RAM Upgrade
	Hard Drive Upgrade
	Processor Upgrade
	Professional / Consulting Services
	Monitoring Upgrade
X	Tape Back Up (Do not fill in if Start Up Pack, Biz Pack or Performance Pack is selected)
X	Managed Firewall (Do not fill in if Start Up Pack, Biz Pack or Performance Pack is selected)
	Load Balancing (Note: two or more servers are required for the Load Balancing upgrade)
	Storage (DAS)

Fees and Charges Summary (Total of all services ordered)

Non-Recurring Set-up Fees		$ 1,484.00
Monthly Recurring Fees	36 Month Contract	$ 1,484.00
	Total ($ USD)	$ 1,484.00

Payment Method

X	Invoice Billing
	Credit Card (if Credit Card – client to fill out the Credit Card Information Form)

SBC Dedicated Hosting Statement of Work (SOW)

Sales Instructions

(1) A Statement of Work (SOW) is REQUIRED for EACH server. Attach all SOW to the package.
(2) Fill in ALL required fields

Section 1. Client Contact Information

Company	City of Fayetteville
Domain	www.accessfayetteville.org

13 Digit BTN	

Client Technical or Primary Contact (Required Information)

Contact Name	Jason Herron			Title	Site Developer
Street Address	4058 N. College			Phone	(501) 582-5100
				Mobile	
Rm./Ste.	Floor #2			Pager	
City	Fayetteville			Fax	
State	AR	ZIP	72703	Other	
Country	USA	e-mail	jason@ifworld.com		

Client Secondary Contact (Optional Information)

Contact Name				Title	
Street Address				Phone	
				Mobile	
Rm./Ste.				Pager	
City				Fax	
State		ZIP		Other	
Country		e-mail			

Section 2. Client Billing Contact (Required Information)

Contact Name	Kevin Springer			Title	Purchasing
Billing Address	113 W Mountain Street			Phone	(501) 575-8256
				Mobile	
Rm./Ste.				Pager	
City	Fayetteville			Fax	(501) 575-8257
State	AR	ZIP	72701		
Country	USA	e-mail	kspringer@ci.fayetteville.ar.us		

Section 3. SBC Contact Information

SBC Sales Contact

Contact Name	Brad Shepard			Title	DSM
Street Address	138 N. East Avenue			Phone	(501) 442-1938
				Mobile	
Rm./Ste.	Room 100			Pager	800-253-9254
City	Fayetteville			Fax	(501) 442-3388
State	AR	ZIP	72701	Other	
		e-mail	Bs7892@sbc.com		
SBC Sales Code	**80**				

SBC Design Engineer / IP Specialist, or other Technical Contact

Contact Name	Matt Nowicki			Title	Web Hosting
Street Address	2600 N. Central Expressway			Phone	(214) 576-7228
				Mobile	
Rm./Ste.	7.4002			Pager	
City	Richardson			Fax	
State	TX	ZIP	75080	Other	
		e-mail	mn5972@txmail.sbc.com		
SBC Sales Code					

SBC Region (Region this customer is in) REQUIRED INFORMATION

X	**SWBT – Southwestern Bell (Missouri, Oklahoma, Kansas, Arkansas, Texas)**
	PB – Pacific Bell (California and Nevada)
	AIT – Ameritech (Illinois, Indiana, Michigan, Ohio, Wisconsin)
	SNET – Southern New England Telephone (Connecticut)
	OOR – Out of Region (All other U.S. States)
	INTL – International

Section 4. Services Summary (Mark Choices with an "X")

Operating System		
Linux	Windows 2000	Sun Solaris
X		

Option 1: Packaged Solutions

Packaged Solutions (**Compaq ONLY**). These packages include Tape Back Up A10 and a NetScreen 5XP Firewall at a discounted price. If this option is selected, be sure to include the Tape Back Up and Firewall Addendums with the Dedicated Hosting Customer Service Agreement.

Order Type		Solution Type			Term Length	
		Compaq				
X	New (N)		**Start Up Pack** DL 320 10 GB of Transfer Tape Back Up A10 NetScreen 5XP			1 Year
	Change (C)		**Biz Pack** DL 360 40 GB of Transfer Tape Back Up A10 NetScreen 5XP			2 Year
	Disconnect (D)	X	**Performance Pack** DL 380 80 GB of Transfer Tape Back Up A10 NetScreen 5XP		X	3 Year
						Other

Option 2: Server Solutions (a la carte servers)

Server Solutions (Compaq or Sun). These packages are SERVERS ONLY. If this option is selected, be sure to include the Dedicated Hosting Customer Service Agreement. The Tape Back Up and Firewall Addendums should be removed.

Order Type		Solution Type				Term Length	
		Compaq		Sun			
	New (N)		C-Lite DL 320 10 GB of Transfer		S-Corp Netra t1 40 GB of Transfer		1 Year

	Change (C)		C-Corp DL 360 40 GB of Transfer		S-Pro E220R 80 GB of Transfer		2 Year
	Disconnect (D)		C-Pro DL 380 80 GB of Transfer				3 Year
							Other

Section 5. Optional Server Upgrades (Mark with an "X" and/or Mark Hard Drives with quantity)

Compaq Server Options

Available for both Compaq Packaged Solutions and Compaq Server Solutions servers.

	DL 320 Options		**DL 360 Options**		**DL 380 Options**
	Total IP Address		**Total IP Address**		**Total IP Address**
	16		16		16
	32		32		32
	64		64		64
	128		128		128
	256		256		256
	Total RAM		**Total RAM**		**Total RAM**
	256 MB SDRAM				
	512 MB SDRAM		512 MB SDRAM		
	1024 MB SDRAM		1024 MB SDRAM		1024 MB SDRAM
	2048 MB SDRAM		2048 MB SDRAM		2048 MB SDRAM
			4096 MB SDRAM		4096 MB SDRAM
	Additional Hard Drive		**Additional Hard Drive**		**Additional Hard Drive**
	9.1 GB SCSI 10K				9.1 GB SCSI 10K
	18 GB SCSI 10K		18 GB SCSI 10K		18 GB SCSI 10K
	36 GB SCSI 10K		36 GB SCSI 10K		36 GB SCSI 10K
			Additional Processor		**Additional Processor**
			1.0 GHz Pentium III		1.0 GHz Pentium III

Sun Server Options

	Netra t1 Options		**E220R**
	Total IP Address		**Total IP Address**
	16		16
	32		32
	64		64
	128		128
	256		256
	Total RAM		
	512 MB		
	1024 MB		
			2048 MB
	Additional Hard Drive		
	36 GB SCSI		

Section 6. Professional / Consulting Services Summary (use additional pages if needed)

Consulting Service	Setup Fee ($ USD)	Monthly Fee ($ USD) Hourly Fee ($ USD) Per Server Fee ($USD)
N/A	$	$
N/A	$	$
N/A	$	$

Section 7. Optional Enhanced Services Summary (attach addendums for each as needed)

NOTE: If Start Up Pack, Biz Pack or Performance Pack is selected, DO NOT fill in the Tape Back Up and Firewall sections of this table.

Service	Brief Description	Setup Fee ($ USD)	Monthly Fee ($ USD)
Monitoring Upgrade		$	$
Tape Back Up	Qualstar, A10 Tape Backup, Veritas software, weekly backup for 10GB	$ 150.00	$ 150.00
Managed Firewall	NetScreen 5XP Managed Firewall Service, ScreenOS 2.6 Software.	$ 265.00	$ 265.00
Load Balancing		$	$
Storage (DAS)		$	$

Section 8. Non-Recurring Pricing Summary (Required Information)

Non-Recurring Set-up Fees	Units	NRC ($ USD)
Set-up – Package or Server	1	$ 1,069.00
Set-up – Server Options		$ 415.00
Set-up – Consulting Services		$
Set-up – Upgrades (firewall, etc)		$
Estimated One – Time Consulting Fees		$
Approved Discount Dollar Amount		$
	Total ($ USD)	$ 1,484.00

Section 9. Recurring Pricing Summary (Required Information)

Monthly-Recurring Fees	Units	Recurring Fee ($ USD)
Monthly Fee – Package or Server	1	$ 1,069.00
Monthly Fee – Server Options		$ 415.00
Monthly Fee – Consulting Services		$
Monthly Fee – Upgrades (firewall, etc)		$
Approved Discount Dollar Amount		$
	Total ($ USD)	$ 1,484.00

IMPORTANT NOTES

The pricing in sections 8 and 9 reflects the configuration and features you selected as of the date on this Statement of Work. Variables you choose after filling out this Statement of Work, such Professional Services/Consulting, hardware options, additional services and Usage Overages may affect your fees.

Professional Services/Consulting, hardware options and additional services may be added to your account and are handled on a per customer basis. Please discuss Professional Services/Consulting, hardware options and additional services with your Account Manager.

Overage charges include but are not limited to (1) Data Transfer Above Limit at $5 per GB for each GB of data transfer over the included allotment (2) Tape Back Up overages and consulting – see Tape Back Up Addendum for pricing and (3) Firewall overages and consulting – see Firewall Addendum for pricing.

Special Instructions
SBC will register domain name(s) on behalf of client if requested. Make request in this "Special Instructions" box. A registration fee will apply.

Section 10. Statement of Work Acceptance (Required Information)

Client Signature

The Client, by signing below, indicates that the Statement of Work has been read and the terms have been accepted. This Statement of Work is subject to the terms and conditions of the Dedicated Hosting Customer Service Agreement.

Order Completion Date* ______	
**Order Completion date supplied by SBC*	
Client Acceptance Signature	For Internal Use Only Account Manager
Name	Account Manager Phone 501-571-6620
Date	Date Rec'd 2/20/02

IP Address Management Guidelines

As a responsible member of the INTERNET community, SBC must abide by the policies set forth by ICANN and ARIN in regard to address allocation to customers. The address space that is currently unassigned in IPv4 space (32-bit addressing) is becoming constricted, and measures to ensure the future viability of the Internet may cause conflicts with customer network planning unless responsible and efficient usage of subnet space is agreed upon between providers and their customer base.

In cooperation with our customers, SBC must plan to make the most efficient use of allocated network space so that we can continue to route traffic and obtain new network address space when requested. SBC encourages and supports our customers in the growth of their networks, and we will assign addresses to customers who genuinely require the address space for their networks. However, we must examine all requests for address space with care to validate the use of the IP numbers that are allocated.

Background

ARIN allocates blocks of IP addresses to Internet Service Providers (ISPs) for the purpose of reassigning that space to their customers. ARIN takes guidance from allocation policies and procedures set forth in RFC 2050. ISPs are required to use a utilization efficiency criterion in providing address space to their customers. **To this end, ISPs should have documented justification available for each allocation.** ARIN may request this justification at any time. If the justification is not provided, this may impact future receipt of allocations. In extreme cases, existing allocations may be affected.

Because the number of available IP addresses on the Internet is limited, many factors must be considered in the determination of address space assignment. Utilization rate of address space will be a key factor, but not the only factor, in network number assignment.

Responsibility and Authority

The assignment and management of IP addresses is the responsibility of the SBC E-Services. SBC E-Services will be charged with obtaining addresses (referred to as blocks) from the organization(s) who dispense them to backbone service providers.

The governing organization is the American Registry for Internet Numbers (ARIN) in North and South America. The Sales and Sales Engineering Departments will be responsible for providing address justification as part of a customer's order. Once the order is turned over to the provisioning group, provisioning will work with the customer's technical representative on an ongoing basis to that the IP addresses fulfill their business requirements.

SBC E-Services will conduct audits of all address blocks, including subnets provided to customers, to ensure efficient usage of assigned addresses. This auditing will be conducted frequently to ensure effective usage of currently assigned blocks and the availability of new blocks. The auditing will be conducted through a variety of methods including, but not limited to, ping sweeps, reverse DNS lookups, and periodic reviews of customer IP justification forms. The detailed results of these audits will be made available upon request to the Sales Department, in case specific account management is required to maintain a healthy customer relationship.

Conclusion

SBC E-Services will provide the customer with as many addresses as needed to operate on the Internet. The customer is expected to utilize these addresses effectively and not simply based on convenience. All requests for a change in a customers IP allocation should be called in to 888-Web-Host to discuss the necessary documentation.

Number of IP Addresses Requested (Mark with an "X" under IP Addresses)

Request	IP Choices	
IP Addresses		IP address approvals are at SBC Communications discretion based on our ability to determine your immediate or future need. SBC reserves the right to refuse IP address requests.
	Up to 2 (2 maximum)	
	Up to 16 (16 maximum)	
	Up to 32 (32 maximum)	
	Up to 64 (64 maximum)	
	Up to 128 (128 maximum)	
	Up to 256 (256 maximum)	

Evaluation Criteria / Questionnaire

While SBC has offered multiple IP addresses with their Dedicated Hosting packages, the implementation of IP addresses is limited by ARIN's new policies for IP Address justification. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. Below please find additional guidelines in ARIN justification requests:

1) Do you have client machines that do not need a fixed IP address?
Consideration should be given towards employing name-based instead of IP-based virtual domain hosting. This will allow you to host an unlimited number of domains (subject to the limits of your web server software/hardware) per web server without needing a separate IP address per domain.

Do you have client machines that do not need a fixed IP address?

2) Are you employing the webhosting services for primary or secondary DNS?
If so, DNS servers meet ARIN justifications for hard-coded IP address implementation.

Are you employing the webhosting services for primary or secondary DNS?

3) Are you installing SSL certificates for secure transactions?
If so, SSL cert providers require a hard-coded IP address. Therefore this falls into adequate ARIN justification.

Are you installing SSL certificates for secure transactions?

4) Are you employing Mail or Database services on your dedicated Webhosting server?
If you are you are employing a separate, dedicated mail or database server, this would fall within ARIN guidelines for a dedicated IP address.

Are you employing Mail or Database services on your dedicated Webhosting server?

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Client is to fill out this form if they do not normally pay sales tax to the State of Texas. Otherwise the client will be billed for Texas Sales Tax.

Name of Purchaser, Firm or Agency:
City of Fayetteville
Address (Street & number, P.O. Box or Route Number), Phone # (including area code)
113 West Mountain
City, State, Zip:
Fayetteville, AR 72701
I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:
Seller:
Street address:
City, State, Zip:
Description of items to be purchased or on the attached order or invoice:
Purchaser claims this exemption for the following reason (i.e., reseller or benefit of service will be used outside of the state of Texas):

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise and Use Tax Act; Municipal Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 of less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser: Title:

Signature: Date:

Note: THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

DEDICATED HOSTING
CUSTOMER SERVICE AGREEMENT

This is an agreement between you ("Account Holder") and SBC E-Services, for itself and on behalf of its Affiliates ("SBC") regarding your use of SBC's computer, interactive information, communication and server management services related to hosting one or more websites for you.

1. OVERVIEW.

1.1 *General.* This Agreement governs the terms and conditions under which SBC makes the services offered by SBC available to individual consumers or small businesses. Under this Agreement, you must comply with SBC 's then current "Acceptable Use Policy," as updated from time to time by SBC, which can be viewed at www.webhosting.com. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY COMPLETING THIS ORDER FOR SERVICES PROVIDED BY SBC YOU AND YOUR BUSINESS ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND SBC's ACCEPTABLE USE POLICY.

1.2 *Definitions.*

(a) "Affiliate" of any Person means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect, control with such Person. As used in this definition, the term "control," "controlling" or "controlled by" shall mean in possession, directly or indirectly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interest, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

(b) "Initial Term" means the minimum term for which SBC will provide the Service(s) to Account Holder, as indicated on the Statement of Work. Except as otherwise expressly provided in this Agreement, SBC is obligated to provide and Account Holder is obligated to pay for each Service through its Initial Term and any Renewal Term.

(c) "Internet Data Center(s)" or "IDC" means any of the facilities from which SBC provides Dedicated Webhosting Service(s).

(d) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.2.

(e) "SBC Acceptable Use Policy" means the SBC Acceptable Use Policy and Terms and Conditions, the general terms and conditions governing Account Holder's use of Services, including, but not limited to, online conduct, and the obligations of Account Holder and its Representatives in the Internet Data Centers, as set forth in Appendix "A" hereto and as periodically updated on SBC's website www.webhosting.com.

(f) "Service(s)" means the specific service(s) provided by SBC as described on the Statement(s) of Work).

(g) "Statement of Work" means the detailed description(s) of the Services set forth in Appendix "B" hereto.

2. DELIVERY OR SERVICES; TERMS; FEES

2.1 *Delivery of Services.*

(a) *General.* By submitting a Statement of Work, Account Holder agrees to take and pay for, and, by accepting the Statement of Work, and, upon the Effective Date, SBC agrees to provide, the Service(s) during the Initial Term and for any Renewal Term, as specified in paragraph 2.2(b) below. A rejected Statement of Work, when modified and resubmitted, shall be considered a new Statement of Work submission.

2.2 *Term.*

(a) *Term Commencement.* SBC will host an account for Account Holder, for the Account Holder's registered domain name, for the period of time (the "Term") corresponding with the payment plan chosen by the Account Holder.

(b) *Renewal term(s).* This contract will be automatically renewed for a period of one (1) month at the end of the Term ("Renewal Term") and each successive Renewal Term, unless terminated prior, at SBC's then-current rates and charges. Termination of services by the Account Holder must be given in written form, at least 30 days prior to the termination date. Phone notification is not acceptable.

3. FEES AND PAYMENT TERMS

3.1 *Fees and Expenses.* Account Holder will pay all fees due according to the prices and terms listed in the Statements of Work. The prices listed in the Statement(s) of Work will remain in effect during the Initial Term indicated in the Statements of Work and will continue thereafter, unless modified in accordance with Section 3.3.
Variables the Account Holder chooses after filling out the Statement of Work, such Professional Services/Consulting, hardware options, additional services and Usage Overages may affect the billed fees.

Overage charges include but are not limited to (1) Data Transfer Above Limit at the rate charged by SBC over the included allotment (2) Tape Back Up overages and consulting – see Tape Back Up Addendum for pricing and (3) Firewall overages and consulting – see Firewall Addendum for pricing.

3.2. *Payment Terms.* SBC may require a security deposit prior to provisioning Service. All installation fees and non-recurring charges, along with the first month's service fees, shall be due and payable within 14 days of invoice date. Thereafter, recurring fees will be invoiced on a monthly basis according to SBC's billing cycle and are due within 14 days of billing date. Accounts that are past due by more than thirty (30) calendar days shall be subject to immediate interruption of service(s), with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of SBC. Reactivation of the service after termination or cancellation for any reason shall require the payment of additional installation charges and is subject to the availability of facilities. All inquiries regarding payment or your account should be directed in the United States to 888-WEB-HOST (888 932-4678) and in Canada, 416 260-5411.

3.3 *Price Changes.* During the initial term of this Agreement, Account Holder will not be charged an amount greater than the price set for the Services hereunder. SBC, however, reserves the right to change, without prior notice, after such initial term, the prices charged to the Account Holder for the services provided by SBC. Upon renewal, as provided in paragraph 2.2(b) above, the prices charged may be changed to the then prevailing price for the Services.

3.4 *Taxes.* Each Party purchasing functions, facilities, products and services (Services) under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction, property, or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Services under this Agreement provided by or to such Party.

(a) *Billing and Withholding.* Whenever possible, Taxes shall be billed as a separate item on the invoice. If the Account Holder is required by mandatory law, to withhold taxes based upon any payments made to SBC from or on behalf of Account Holder under the terms of this Agreement, the parties agree that such payments to SBC shall be grossed up to reflect such levies. Account Holder shall provide SBC with all documents establishing the basis and the amount of such deduction and the payment by Account Holder thereof to the respective tax authority.

(b) With respect to any purchase of Services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the Account Holder by SBC, then: (i) SBC shall bill the Account Holder for such Tax; (ii) the Account Holder shall remit such Tax to SBC; and (iii) SBC shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent SBC from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the Account Holder for such Tax, or (2) it collects the Tax from the Account Holder.

(c) *Resold Services.* With respect to any purchase hereunder of Services, under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

(d) *Uncollected Taxes.* If SBC fails to bill or to collect any Tax as required herein, then, as between SBC and the Account Holder (i) the Account Holder shall remain liable for such uncollected Tax; and (ii) SBC shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the Account Holder fails to pay any Taxes properly billed, then, as between SBC and the Account Holder the Account Holder will be solely responsible for payment of the Taxes, penalty and interest.

(e) If the Account Holder fails to impose and/or collect any Tax from end users or its other retail customers as required herein, then, as between SBC and the Account Holder, the Account Holder shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the Account Holder has agreed to pay or impose on and/or collect from end users or its other retail customers, the Account Holder agrees to indemnify and hold harmless SBC for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from SBC due to the failure of the Account Holder to pay or collect and remit such Tax to such authority.

(f) *Audits.* If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

(g) *Tax Exemptions.* To the extent a sale is claimed to be for resale and thus subject to tax exemption, the Account Holder shall furnish SBC a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the Account Holder for any period prior to the date that the Account Holder presents a valid certificate. If Applicable Law excludes or exempts a purchase of Services, under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the Account Holder (a) furnishes SBC with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies SBC with an indemnification agreement, reasonably acceptable to SBC, which holds SBC harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

(h) *Controversies.* With respect to any Tax or Tax controversy covered by this Section, the Account Holder is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of SBC as a result of any contest. The Account Holder shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by SBC shall be refunded to the SBC. The parties agree to cooperate with each other in any such contest.

(i) *Notices.* All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 3 shall be sent in accordance with Section 10.9 hereof.

4. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS.

4.1 *Confidential Information.*

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("*Confidential Information*"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, SBC developed technology, Account Holder developed technology, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

4.2 *Intellectual Property.*

(a) *Ownership.* Except for the rights expressly granted herein), this Agreement does not transfer from SBC to Account Holder any SBC developed technology, and all right, title and interest in and to such technology will remain solely with SBC. Except for the rights expressly granted herein, this Agreement does not transfer from Account Holder to SBC any Account Holder developed technology, and all right, title and interest in and to such technology will remain solely with Account Holder. SBC and Account Holder each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in this Agreement, SBC will not be prohibited or enjoined at any time by Account Holder from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of SBC.

5. SBC REPRESENTATIONS AND WARRANTIES.

5.1 Authority *and Performance of SBC.* SBC represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Account Holder will not violate any applicable U.S. laws or regulations, or cause a breach of any agreements with any third parties. SBC warrants that it is either the owner or licensee of any software involved herein and all documentation related to any such software, and has the right and power to deliver and license the software and all documentation related to the software. Warranty service provided under this Agreement does not insure uninterrupted operation of the system. Except for the limited warranties set forth herein, Software is provided "as is" without warranty of any kind, either express or implied. SBC does not warrant that the software, including security software, operates without error or will prevent third party hacking or access to Account Holder's networks. In the event of a breach of the warranties set forth in this paragraph 5.1, Account Holder's sole remedy is termination pursuant to Section 9 of the Agreement.

5.2. *Service Level Warranty.* In the event that Account Holder experiences any of the service performance issues defined in this Section 5.2 as a result of SBC' failure to provide Services in accordance with this Agreement, SBC will, upon Account Holder's request in accordance with this Section 5 (the "Service Level Warranty"), issue a service credit to Account Holder's account as described below. The Service Level Warranty shall not apply to performance issues (i) caused by factors outside of SBC' reasonable control; (ii) that resulted from any actions or inaction's of Account Holder or any third parties; or (iii) that resulted from Account Holder's equipment or software and/or third party equipment or software (not within the sole control of SBC).

(a) *Service Credits.* Service credits will be issued if SBC fails to meet the Service Levels. Credits for any incident, or multiple incidents, within any calendar month will not exceed Account Holder's monthly bill for recurring charges during such month

(b) *Downtime Periods.* In the event Account Holder experiences Downtime, Account Holder shall be eligible to receive from SBC a service credit for each Downtime period with a maximum aggregate service credit of one-month's billing charges for all Downtime for incidents occurring during such month.

"Downtime", as used herein, -- shall mean any period in excess of (30) consecutive minutes during which SBC's equipment is incapable of delivering the Service(s), but shall not include periods during which SBC's equipment is capable of delivering the Service(s), but Account Holder, for whatever reason, is not utilizing the Service(s). Downtime shall not include any network unavailability during SBC's scheduled maintenance of the Internet Data Centers, network and Service(s), as described in the Rules and Regulations, or due to Force Majeure.

(c) *Account Holder Must Request Service Credit.* In order to receive any of the Service Credits described in this Section 5.2, Account Holder must notify SBC within five (5) days from the time Account Holder becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Account Holder's right to receive a Service Credit.

(d) *Termination Option for Repeatedly Failing to Meet Common Obligations.* Failure by SBC to fulfill its obligations under any specific Statement of Work(s) shall be remedied in accordance with the provisions of the relevant Statement of Work(s). Termination under this provision due to repeated failure to meet common obligations will be effective thirty (30) days after receipt of such notice by SBC.

(e) THE SERVICE LEVEL WARRANTY SET FORTH IN THIS SECTION 5.2 SHALL ONLY APPLY TO THE SERVICE(S) PROVIDED BY SBC AND, DOES NOT APPLY TO ANY OTHER PRODUCTS OR SERVICES RECEIVED BY ACCOUNT HOLDER FROM SBC; OR ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SPECIFICATION SHEETS FOR SUCH SERVICES). THIS SECTION 5.2 STATES ACCOUNT HOLDER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY SBC TO PROVIDE SERVICE(S).

5.3 *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND ACCOUNT HOLDER'S USE OF THE SERVICES IS AT ITS OWN RISK. SBC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SBC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.4 *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* SBC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SBC' NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT ACCOUNT HOLDER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SBC WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, SBC CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SBC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

5.5 *Disclaimer of Actions Caused by and/or Under the Control of Account Holder.* SBC SHALL NOT BE RESPONSIBLE FOR ANY FAILURES, REPAIRS OR MODIFICATIONS NECESSITATED BY THE ACCOUNT HOLDER'S ALTERATION OF THE OPERATING SYSTEM, INCLUDING ANY AND ALL OPERATIONAL ISSUES WHICH MAY ARISE AS A RESULT OF THE ADDITION OF SOFTWARE BY ACCOUNT HOLDER. SBC SHALL NOT BE LIABLE FOR ANY DELAY IN PROVIDING OR ANY FAILURE TO PROVIDE SERVICES IF SUCH DELAY IS CAUSED BY FORCES BEYOND THE REASONABLE CONTROL OF SBC.

6. ACCOUNT HOLDER OBLIGATIONS.

6.1. *Account Holder Responsibility.* The terms of this Agreement shall apply to all accounts, sub-accounts, and alternative account names associated with Account Holder's principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A SBC account may not be transferred without prior written approval from SBC. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the SBC services, including any damages resulting therefrom, until the Account Holder notifies SBC 's customer service.

6.2. *IP Address.* If SBC assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the SBC services, the right to use that Internet Protocol address will remain with and belong only to SBC, and the Account Holder shall have no right to use such Internet Protocol address except as allowed by SBC in its sole and absolute discretion.

6.3 *Warranties of Account Holder.*

(a) *General.* Account Holder represents and warrants that (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to place and use any Account Holder Equipment as contemplated under this Agreement; (ii) the performance of its obligations and use of the Services (by Account Holder, its customers and users) will not violate any applicable laws, regulations or cause a breach of any agreements with any third parties or unreasonably interfere with other SBC customers' use of SBC services, ***and that it will strictly comply with the SBC Acceptable Use Policy, a copy of which is attached hereto as Appendix "A", and these Terms and Conditions.***

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, SBC will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by SBC to prevent any harm to SBC and its business. SBC will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, SBC will promptly restore the Service(s).

6.4 *Compliance with Law and SBC Acceptable Use Policy and Terms and Conditions.* Account Holder agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Account Holder will strictly comply at all times with all applicable laws and regulations and the SBC Acceptable Use Policy and Terms and Conditions, as updated by SBC from time to time. The SBC Acceptable Use Policy and Terms and Conditions are incorporated herein and made a part hereof by this reference. SBC may change the SBC Acceptable Use Policy and Terms and Conditions upon ten (10) days' notice to Account Holder, which notice may be provided by posting such new SBC Acceptable Use Policy and Terms and Conditions at the SBC Web site www.webhosting.com and notifying Account Holder through electronic mail at an address to be designated by Account Holder that such change has been posted. Account Holder agrees that it has received, read and understands the current version of the SBC Acceptable Use Policy and Terms and Conditions. The SBC Acceptable Use Policy and Terms and Conditions contain restrictions on Account Holder's and Account Holder's users' online conduct (including prohibitions against unsolicited commercial email) and may contain financial penalties for violations of such restrictions. Account Holder agrees to comply with such restrictions and, in the event of a failure to comply, Account Holder agrees to pay the financial penalties in accordance with the SBC Acceptable Use Policy and Terms and Conditions. Account Holder acknowledges that SBC exercises no control whatsoever over the content of the information passing through Account Holder's site(s) and that it is the sole responsibility of Account Holder to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the SBC Acceptable Use Policy and Terms and Conditions.

6.5 *Termination for Violation.* Violations of these or any other provisions of this Agreement may result in termination of the services provided by SBC in its discretion, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of SBC based upon the severity of the violation. SBC reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed prohibited unlawful, unlicensed, illegal, misleading, or obscene, or is otherwise in breach of SBC's then current "Acceptable Use Policy" in SBC's sole discretion. **If SBC terminates the services being provided to the Account Holder due to a violation of the Acceptable Use Policy, such termination shall be without refund** Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless SBC from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by SBC, (collectively, "Claims") related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement. If the Account Holder sells or resells advertising or webspace to a third party, then the Account Holder shall be responsible for the contents of such advertising and the actions of such third party. SBC has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current SBC "Acceptable Use Policy". The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by SBC, **SBC may terminate the services being provided to the Account Holder, without refund.**

6.6. *Passwords; Account Ownership.* The Account Holder shall be responsible for maintaining security of its password. SBC will not change passwords to any account without proof of identification, which is satisfactory to SBC, which may include written authorization with signature. In the event of any dissolution of a corporation or partnership, divorce or other legal action that includes Account Holder, Account Holder understands that SBC will remain neutral and may put the account on hold until final adjudication of the disposition of the domain name by a court with appropriate jurisdiction. Under no circumstances will SBC be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless SBC from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6.7. *Transfer of Rights.* The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of SBC.

7. LIMITATION OF LIABILITY.

7.1 *Service Interruption.* SBC will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not limited to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall SBC be liable to the Account Holder for any damages resulting from or related to any failure or delay of SBC in providing access to the Internet under this Agreement.

7.2 *CONSEQUENTIAL DAMAGES WAIVER.* **IN NO EVENT SHALL SBC BE LIABLE TO THE ACCOUNT HOLDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. THE AGGREGATE, TOTAL LIABILITY OF SBC UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT OR CIRCUMSTANCE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE ACCOUNT HOLDER HEREUNDER. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.**

7.3. *Basis of the Bargain; Failure of Essential Purpose.* The parties acknowledge that SBC has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. INDEMNIFICATION.

8.1 *Indemnification.* The Account Holder agrees to indemnify and hold SBC harmless from any and all claims or causes of action of any kind or nature, arising out of or related to Account Holder's use of products and services, including the software load of any upgrades or patches, purchased from or provided by SBC, as well as all claims or causes of action of any kind or nature brought by any third party, or any of Account Holder's own customers. The Account Holder and SBC will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

9. TERMINATION.

9.1. *Termination For Cause.* Either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from SBC; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.2 *Liability for Termination.* Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms. In the case of Customer's termination or cancellation without cause, Customer shall be immediately liable to SBC for all rates and charges through the Term, less SBC's reasonable avoided costs.

9.3. *Effect of Termination.* Upon the effective date of termination of this Agreement:

(a) SBC will immediately cease providing the Service(s); and

(b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due.

9.4. *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 3.1, 3.2, 3.4, 4, 5.2(c-e), 5.3, 5.4, 5.5, 6.1, 6.5, 7.2, 7.3, 8.1, 9, 10 and any provision that specifically provides for such survival or which is reasonably necessary to the enforcement of the parties' respective rights hereunder.

10. MISCELLANEOUS PROVISIONS.

10.1 *Force Majeure.* Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inaction's of SBC), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If SBC is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the Account Holder may cancel the Service(s), but there shall be no liability on the part of SBC.

10.2 *Marketing.* The Account Holder agrees that during the term of this Agreement SBC may publicly refer to the Account Holder, orally and in writing, as a customer of SBC. Any other reference to the Account Holder by SBC requires the written consent of the Account Holder.

10.4. *Government Regulations.* The Account Holder will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction the Account Holder operates or does business.

(a) *Account Holder Obligations.* Account Holder shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of SBC (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Account Holder. Account Holder agrees to indemnify and hold harmless SBC from any claims resulting from the use of the services, which damages Account Holder or any other party.

(b) *Compliance.* Account Holder shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products. Account Holder shall, upon the request of SBC, provide SBC assurance of Account Holder's compliance with those laws.

(c) *Audit Rights.* SBC reserves the right to audit Account Holder's site, and the materials comprising the site, at any time. If the audit reveals any act or omission, which, in SBC's sole opinion, constitutes a violation of any local, state, federal or foreign law or regulation, SBC may immediately shut down the site, and notify Account Holder of the action. Account Holder agrees that it waives any cause of action or claim it may have against SBC for such action.

(d) *Investigation* .Account Holder understands that SBC may conduct an investigation into the Account Holder, Account Holder's business, and/or its owners, officers, directors, managers and other principals. Based upon that investigation, SBC reserves the right to refuse to do business with Account Holder, or to stop doing business with Account Holder. Account Holder agrees to hold SBC harmless for any damages arising out of any form or cause of action that could arise from SBC's actions.

(e) These audits or investigations will be conducted solely for the SBC's benefit, and not for the benefit of Account Holder or any third party.

10.5. *No Third Party Beneficiaries.* SBC and the Account Holder agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of the Account Holder. The Account Holder agrees that it shall specifically inform its customers that they are not third party beneficiaries of this Agreement.

10.6. *Governing Law; Dispute Resolution.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Arkansas (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. All disputes, to be considered under this provision, shall be brought to the other party's attention no greater than one year after the pertinent claim has accrued. Failing an amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement (other than those described below) , including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if the Account Holder is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). There will be three (3) arbitrators (the "Arbitration Tribunal"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Dallas, Texas, USA. The matters which, as referred to above, are not subject to the general rule set forth herein regarding the arbitration of disputes, including claims for preliminary injunctive relief, other pre-judgment remedies, and claims for the Account Holder's failure to pay for Services in accordance with this Agreement, may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

10.7. *Severability; Waiver.* In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.8. *Assignment.* The Account Holder may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of SBC, and any attempted assignment or delegation without such consent will be void. SBC may assign this Agreement in whole or part. SBC also may delegate the performance of certain Services to third parties, including SBC's Affiliates. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

10.9 *Notice.* Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the Account Holder as listed on the Statement of Work and, if to SBC, at: SBC Finance, P.O. Box 94972, Plano, Texas 75074, or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

10.10. *Relationship of Parties.* This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between SBC and the Account Holder. Neither SBC nor the Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.11. *Entire Agreement; Counterparts; Originals.* This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by the Account Holder shall be deemed objected to by SBC without need of further notice of objection, and shall be of no effect or in any way binding upon SBC. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of SBC and the Account Holder in accordance with this Section 11. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.

10.12. *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this Agreement, the Statement of Work(s), the Acceptable Use Policy and Terms and Conditions, and any other document made a part hereof, the documents shall control in the following order: the Acceptable Use Policy and Terms and Conditions, the Statement of Work, the Agreement and other documents.

IN WITNESS WHEREOF, the parties hereto have executed this document.

ACCEPTED AND AGREED TO:

Account Holder Representative:

Printed Name: ______________________________

Title: ______________________________

Signature: ______________________________

Date: ______________________________

Acceptable Use Policy

By using SBC webhosting services, Account Holder agrees to comply with this Policy. Account Holders are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. SBC expect Account Holder to have a basic knowledge of how the Internet functions, the types of uses, which are generally acceptable, and the types of uses, which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. SBC reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Illegal Use

SBC servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Mp3".

SBC will be the sole arbiter as to what constitutes a violation of this provision, provided that any determination of a violation of this provision shall be made reasonably in good faith based on applicable law, regulation and the accepted norms of the Internet community.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Tortuous Conduct

No one shall post unlawful or defamatory information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Spamming

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

It is contrary to SBC policy for account holders to use SBC servers to effect or participate in any of the following activities:

1. To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles, which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

2. To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;

3. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a SBC provided server, or using a SBC provided server as a maildrop for responses;

4. To falsify user information provided to SBC or to other users of the service in connection with use of an SBC service.

Consequences of Violation

If SBC becomes aware of an alleged violation by any Account Holder of the Acceptable Use Policy, SBC shall promptly notify such Account Holder in writing of all facts supporting such allegation. If SBC reasonably determines that the Account Holder's activities violate the Acceptable Use Policy and pose a clear, present and material risk of harm to SBC's business or operations or to SBC's other account holders, SBC may immediately, without prior notice to Account Holder, suspend or otherwise restrict Account Holder 's use of the affected Web Hosting Services to the extent necessary to prevent further possible unauthorized activity. Within one hour of taking any action to suspend or restrict an Account Holder's use of the affected Web Hosting Services and Products, SBC shall provide written notice to Account Holder by facsimile or e-mail stating the actions taken and all facts supporting any allegation of violations of the Acceptable Use Policy. Following completion of the investigation, and delivery to SBC of a written report setting forth the details and conclusion of such investigation, depending on the severity of the violation, SBC may, in its sole discretion, restrict, suspend, or terminate the affected Web Hosting Services provided to the offending Account Holder and/or pursue other civil remedies, but only after providing at least two (2) business days' prior written notice to SBC of SBC's intention to take any such action. If SBC becomes aware that such violation is a criminal offense, SBC will notify the appropriate law enforcement department of such violation. SBC does not issue service credits for any outages incurred through service disablement resulting from the Acceptable Use Policy violations. All SBC contacts with any third party, including, without limitation, law enforcement, shall be in accordance with applicable law and regulation, including, but not limited to, law and regulation governing the privacy of subscriber information as applicable to SBC's provision of its services to its Account Holders.

Reporting Network Abuse

Any party seeking to report any violations of SBC's policy may contact WebHosting.com at 888-Web-Host

Enhanced Services Addendums

The following pages include the Addendums for Enhanced Services. Keep these addendums if: (1) Packaged Solutions – Start Up Pack, Biz Pack or Performance Pack are selected or if: (2) Server Solutions (a la carte) servers are selected with individual enhanced services.

If Tape Back Up and Firewall are not selected, these addendums should be removed.

NetScreen 5XP Firewall Addendum
CUSTOMER SERVICE AGREEMENT

This is an addendum reflecting the agreement between you (hereinafter referred to as the "Account Holder") and SBC E-Services, Inc., for itself and on behalf of it's Affiliates ("SBC") regarding your use of SBC's Firewall Services in connection with co-location or webhosting services provided to Account Holder pursuant to an agreement regarding such services (the "Agreement"). This Addendum is subject to the terms and conditions set forth in the Agreement, including but not limited to those provisions related to Term, Warranties, Limitations of Liability, Indemnification and the SBC Acceptable Use Policy. The terms contained herein shall be in addition to those set forth in the Agreement and to the extent possible, read consistently therewith. To the extent there is an irreconcilable conflict in terms and conditions between this Addendum and the Agreement the terms and conditions set forth herein shall govern. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY COMPLETING THIS ORDER FOR SERVICES PROVIDED BY SBC YOU AND YOUR BUSINESS ARE AGREEING TO BE BOUND BY THE TERMS OF THIS ADDENDUM AND THE AGREEMENT.

1. "Services" as defined in the Agreement shall be, and is hereby, amended to include "Firewall Services".

2. "Firewall Services" as used herein shall mean and refer sale of CPE or service availability of firewall hardware and software applications intended to restrict access to data, configuration information and/or applications, as well as the optional administration, monitoring and technical assistance associated with such applications as set forth in the Statement of Work attached hereto.

3. The initial term of this Addendum shall be one year from the date of signing. The Initial Term(s) related to the other products and/or services set forth in the Agreement or Statement(s) of Work shall remain the same for those products and/or services as set forth therein. Renewal terms shall be governed by the Agreement.

4. The Firewall Services provided pursuant to this Addendum shall be for the equipment and/or systems set forth below. Any change to the equipment and/or systems listed herein shall be made in writing and agreed to by SBC. The Firewall Services provided hereunder are provided based upon representations by Account Holder regarding the configurations and software associated with the equipment and/or systems set forth below. SBC shall not be responsible for any failures or inability to provision these services arising out of a change in or misrepresentation regarding the software and/or configurations after the initial testing and acceptance of the equipment and/or systems by SBC unless otherwise agreed to by SBC in writing.

EQUIPMENT AND/OR SYSTEM DESCRIPTION:

5. SBC's Firewall Services shall include:

- Provisioning of agreed upon CPE, firewall hardware and software necessary for the implementation of the system, as defined in the Statement of Work.

- Installation and Standard configuration of CPE and firewall applications as set forth in the Statement of Work.

- Technical assistance (TA) to Account Holder with toll-free access to AUTOMATED CALL DIALER (ACD). TA includes providing technical information and assistance in diagnosing and resolving firewall related problems, as well as access to any free software updates, patches, bug-fixes, etc. that may be released by equipment manufacturers. User authentication will be required for firewall rule changes to be performed. User authentication will take place when trouble ticket is opened.

- Up to 12 firewall rules changes are allowed per year. Firewall rule change requests taken from 8-5pm Monday-Friday are typically implemented on the next business day. If SBC determines that the requested change creates a potential security risk, they will contact the Account Holder to review the request Firewall Rule Changes.

- Management of all user information contained in the firewall. This service includes adding and deleting users, and modifying user privileges.

- Backup of the firewall rule set that has been implemented on the Account Holder's Firewall. Every time a change is made to the firewall rule set, a new backup will be made. The backups will be stored at SBC for use in firewall restorations.

- Engineering support in case of a hardware or software failure. Account Holder must have current equipment software and hardware maintenance from SBC.

6. Pricing

Firewall products and services shall be provided in accordance with the specifications and pricing set forth in the Statement of Work. Pricing shall be subject to change as set forth in the Agreement.

7. Account Holder Responsibilities:

- Provide single, primary point of contact for all project matters, and someone familiar with the web servers and network who can participate in testing, if needed, at time of installation. Contact information shall in the form set forth in Attachment "1" hereto.

- A well-designed Layer 3 network-addressing plan is a critical part of any internetwork. If SBC is not creating a new addressing plan as part of this project, the Account Holder must provide valid addresses for the new devices.

- If devices are to be SNMP managed or made accessible via Telnet for remote diagnostics and troubleshooting, each device must have a valid IP address. Unless a Layer 3 addressing plan has been purchased from SBC, it will be the Account Holder's responsibility to assign IP addresses to each device.

- Install, configure, and verify operation of all equipment not supplied by SBC but required for installation (e.g., Servers, Software, etc., as applicable).

- For all Account Holders who have purchased Technical Assistance service, SBC requires that a secure shell (SSH) access be configured should it become necessary to remotely access the network for troubleshooting. Such access can greatly reduce the time it takes SBC technicians to isolate network problems. If the Account Holder's security policy will not allow such access to be available at all times, the Account Holder may elect to provide such access on request.

8. WARRANTIES AND LIMITATIONS OF LIABILITY:

In addition to the provisions regarding warranties as set forth in the Agreement, the following provisions and limitations shall apply to all Firewall Services:

SBC passes on to Account Holder the warranties made to SBC by its suppliers and manufacturers and SBC's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Account Holder shall proceed exclusively and directly against such supplier or manufacturer at SBC's request.

SBC's sole obligation under these warranties will be limited to either, at SBC's option and expense, repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which SBC reasonably determines do not conform with these warranties, and Account Holder's exclusive remedy for breach of any such warranties will be enforcement of such obligation of SBC. No warranty is made that the Software will run uninterrupted or error free. SBC will perform the services in accordance with its customary procedures. Account Holder's sole remedy for defective Services shall be SBC's re-performance of the work.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SBC DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE EQUIPMENT (INCLUDING SOFTWARE) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SBC DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE

UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO CUSTOMER'S NETWORKS.

ACCOUNT HOLDER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SBC, ITS PARENT AND AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY SBC IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE CUSTOMER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR THE SERVICES. IN NO EVENT SHALL SBC'S LIABILITY TO THE CUSTOMER EXCEED THE MONEY PAID TO SBC BY THE ACCOUNT HOLDER UNDER THIS AGREEMENT. SBC, ITS PARENT AND AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR DAMAGES FOR LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS AGREEMENT OR THE SALE, USE OR OPERATION OF THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS AGREEMENT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SBC OR DUE TO FORCE MAJEURE CONDITIONS SUCH AS FIRE; LIGHTENING STRIKE; EMBARGO; EXPLOSION, POWER SURGE OR FAILURE, ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SBC, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS REGARDLESS OF THE FORM OF ACTION.

Account Holder will be subrogated to any claims or rights SBC may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon Account Holder's written request, SBC will take all reasonable actions to enforce on Account Holder's behalf any such express or implied warranties or representations.

Notwithstanding the foregoing, SBC shall:

Indemnify Account Holder against any claim or threat of claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property"), providing that Account Holder: (i) shall have followed SBC's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies SBC promptly and in writing of any such claims; and (iv) cooperates with and permits SBC to control the defense, settlement or other handling of such claim threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Account Holder's sole remedy against SBC shall be, at SBC's option, for SBC to (i) defend Account Holder against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Account Holder with credit for the remaining value of any returned units. Provided, however, if Account Holder furnished specifications to SBC, Account Holder will hold SBC harmless against any such claim, which arises out of compliance with the specifications. **This paragraph states the entire liability of SBC with respect to the infringement of patents, copyrights, trademarks or other intellectual property.**

ACCEPTED AND AGREED TO:

Account Holder Representative:

Printed Name: ____________________

Title: ____________________

Signature: ____________________

Date: ____________________

NetScreen 5XP Firewall Addendum
CUSTOMER SERVICE AGREEMENT

INSTALLATION COSTS

Effort	Qty	Customer Cost if purchased in a Start Up, Biz, or Performance Pack	Customer Cost if purchased a la carte
NetScreen 5XP Standard Configuration	1	Included	$265
NetScreen 5XP Customized Configuration	1	$150	$415

RECURRING COSTS

Firewall Administration			Contract Term			
			1 year		2 year	3 year
(A la Carte) Annual Recurring Cost =>			$265		$265	$265
Rule Changes (a la carte or in a Pack						
12 rule changes per year			*Incl*			
8X5 Monday through Friday						
Configuration Backup			*Incl*			
OS Upgrades and Patch Deployment			*Incl*			
Additional Rule Changes (al la carte or in a Pack)			$150			

NetScreen 5XP Firewall Addendum
CUSTOMER SERVICE AGREEMENT

The customer's firewall will be configured with the following standard configuration. If the customer desires additional standard configurations $150 will be added to the cost of the installation ($265). Any configurations beyond those defined by SBC could expose the customer's network to security risks.

Standard Firewall Configuration
The security policy will allow all users on the internal network full access to Internet services (outbound traffic), while blocking all inbound traffic (all connection requests originating from the Internet), with the exception of traffic destined for DNS and/or email gateways residing on the customer's private network including:

- Email Services
  - SMTP, port 25
  - POP3, port 110
  - SSMTP, port 465
  - SIMAP, port 993
  - SPOP3, port 995
  - IMAP, port 25
- Internet Services
  - HTTP, port 80
  - HTTPS, port 443
- FTP, ports 20 and 21

If the above Standard Firewall Configuration is not desired please state the detailed customized configuration desired.

General Information Questionnaire

1. Are you hosting your own Domain Name Services? YES NO
2. If not, what is the ISP's DNS server that you will use?
   Primary: ________ Secondary: ________
3. What are the IP addresses and name of the DNS servers, which are authoritative for your domain name?
   If you do not have a domain name you will be required to acquire one before completion of firewall installation.
4. Are you hosting your own e-mail? YES NO
   How many e-mail servers will/do you have?
6. What is the IP address and hostname of the Internet SMTP server that you have as the primary mail exchanger?
7. What is the IP address and hostname of the Internet SMTP server that you have as the secondary mail exchanger?
8. What E-mail server will you use (software and version)?
9. What is your ISP hosted Web Server name and address (if applicable)?

TAPE BACKUP ADDENDUM
CUSTOMER SERVICE AGREEMENT

This is an addendum reflecting the agreement between you (hereinafter referred to as the "Account Holder") and SBC E-Services, Inc., for itself and on behalf of it's Affiliates ("SBC") regarding your use of SBC's tape back-up services in connection with web or data center (co-location) hosting services provided to you pursuant to an agreement regarding such services (the "Agreement"). This Addendum is subject to the terms and conditions set forth in the Agreement, including but not limited to those provisions related to Term, Warranties, Limitations of Liability, Indemnification and the SBC Acceptable Use Policy. The terms contained herein shall be in addition to those set forth in the Agreement and to the extent possible, read consistently therewith. To the extent there is an irreconcilable conflict in terms and conditions between this Addendum and the Agreement the terms and conditions set forth herein shall govern. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY COMPLETING THIS ORDER FOR SERVICES PROVIDED BY SBC YOU AND YOUR BUSINESS ARE AGREEING TO BE BOUND BY THE TERMS OF THIS ADDENDUM AND THE AGREEMENT.

1. SERVICES as defined in the Agreement shall be, and is hereby amended to include "Tape Backup Services".

2. "TAPE BACKUP SERVICES" as used herein means copying of server data and recording to magnetic tape.

3. The initial term of this Addendum shall be one year from the date of signing. The Initial Term(s) related to the other products and/or services set forth in the Agreement or Statement(s) of Work shall remain the same for those products and/or services as set forth therein. Renewal terms shall be governed by the Agreement.

4. The Tape Backup Services provided pursuant to this Addendum shall be for the equipment and/or systems set forth below. Any change to the equipment and/or systems listed herein shall be made in writing and agreed to by SBC. The Tape Backup Services provided hereunder are provided based upon representations by Account Holder regarding the configurations and software associated with the equipment and/or systems set forth below. SBC shall not be responsible for any failures or inability to provision these services arising out of a change in or misrepresentation regarding the software and/or configurations after the initial testing and acceptance of the equipment and/or systems by SBC unless otherwise agreed to by SBC in writing.

DESCRIPTION OF EQUIPMENT, SYSTEM AND/OR SPECIAL BACKUP OPERATIONS REQUIREMENTS*:

5. Tape Backup Services shall involve the recordation of information present on the above-listed equipment and/or system at the time of the backup. Absent written agreement to the contrary, backup tape information shall be maintained for a period of one (1) month for full backups and two (2) weeks for incremental backups on site.

6. SERVICE LEVELS: SBC shall provide Tape Backup Services in accordance with the following:

- Scheduled backup processes will be queued to be performed within 5 minutes of the scheduled time of transaction
- Restore process, for file(s) or system(s), upon notification of SBC Network Control Center, will be queued for restoral within 30 minutes.
- SBC will notify customers 24 hrs in advance of any scheduled or planned maintenance that could interrupt service availability.
- 24 hour Restoral from Archived Off-Site Tape Option

7. ADDITIONAL LIMITATION OF LIABILITY: IN THE EVENT SBC IS UNABLE TO RESTORE DATA TO THE DATE OF THE MOST RECENT SCHEDULED TAPE BACKUP DATE, LIABILITY FOR SUCH FAILURE SHALL NOT EXCEED THE PRORORTIONAL MONTHLY CHARGE FOR TAPE BACKUP SERVICE FROM THE DATE OF THE LAST RECOVERABLE DATA BACKUP. ANY FAILURE OF SBC TO MEET SERVICE LEVEL COMMITMENTS SHALL BE GOVERNS BY THE TERMS SET FORTH IN THE AGREEMENT. ALL OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT APPLY.

8. SERVICES TO BE PROVIDED:
One Year Term Pricing shown below.

NOTE: TAPE BACK UP A10 IS INCLUDED IN THE START UP PACK, BIZ PACK AND PERFORMANCE PACK. IF BACKUP A100, A250 OR A500 ARE SELECTED, THEN PRICING IS CALCULATED USING THE A LA CARTE "SERVER" PRICE LIST.

Check		Monthly	Setup / Server	GB / Month	Usage * ($) / GB Over Plan	Weekly Full Backup	Incremental Backup/Day	Free Restore	Backup Event	Restore Event	Backup Window
___	Backup-A10	$150	$150	10	$12	1	1	1	$150	$100	Fixed
___	Backup-A100	$900	$900	100	$8	1	1	2	$200	$150	Fixed
___	Backup-A250	$1,800	$1,800	250	$7	1	2	2	$200	$200	Flexible
___	Backup-A500	$2,750	$2,750	500	$6	2	2	3	$200	$300	Flexible
___											
___	Term (1, 2, 3 Yr)										

* Special Operational Requirements Outside Normal Schedules Backup Times / Processes may incur a charge as documented by a separate Statement of Work (SOW)
**Per Gigabyte (GB) charges shall be rounded up to the next full gigabyte for partial GBs.

9. SERVICE PARAMETERS:

- Off-site storage for customers requiring tape backup retention longer than (30) days is an optionally priced service.
- Tape copies may be made available to customer for $250 per tape in the Veritas backup image format that will include one (1) hour of labor; labor beyond one (1) hour shall be provided at a rate of $250 per hour. Customer is responsible for providing the AIT-2 tape(s) and prepaid shipping Waybill to IDC location(s).
- Restore of files or system(s) include one (1) hour of labor; labor beyond (1) hour shall be provided at a rate of $250 / hour.
- Backup Events, or requests, for files or system(s) backups are charged separately and on a monthly basis.
- Pricing is subject to customer requested modifications, such customization to be mutually agreed upon and approved by both parties in a separate Statement of Work.
- Software agents for quiescing databases and applications are not included in the standard pricing.
- Subject to Sections 6, 7, 8, each backup or restore event which fails to successfully initiate within the time periods, Customer will receive a credit equal to one day's worth of the total recurring monthly fees paid by Customer in the applicable calendar month for Automated Backup Services.

10. CUSTOMER PERMISSION:
Customer expressly grants SBC for the purpose of providing the Automated Backup Services described the right to access the Customer servers and the right to reproduce the files.

11. GENERAL:
Automated Backup Services are not intended to be a comprehensive disaster recovery solution. SBC makes limited claims regarding the availability of the Automated Backup Services.

IN WITNESS WHEREOF, the parties hereto have executed this document.

ACCEPTED AND AGREED TO:

Account Holder Representative:

Printed Name: ______________________________

Title: ______________________________

Signature: ______________________________

Date: ______________________________

ADDENDUM:

1. The documents which comprise this contract between the City of Fayetteville and SBC consist of this contract and the following documents, which are incorporated herein by reference as if set forth word for word:

   a. Bid form identified as REQUEST FOR PROPOSALS (RFP 01-10) issued September 21, 2001, for web site development and hosting assistance with all specifications, conditions, and requirements included therein; and

   b. SBC proposal and all supporting documents and correspondence submitted by SBC on or about October 19, 2001, in response to REQUEST FOR PROPOSALS (RFP 01-10) issued September 21, 2001.

2. This contract awarded shall be for 36 months, commencing on the first day of complete and uninterrupted service following execution of the contract. The contract will terminate at the end of each fiscal year and automatically renew at the beginning of the fiscal year, upon approval of funding by the Fayetteville City Council, for the remainder of the term agreement. Customer will give SBC thirty (30) days' prior written notice for early termination of the Service hereunder; provided, however, that Customer shall not terminate for the sole purpose of purchasing service from another provider. If Customer terminates without cause, a termination charge of 10% of the remaining contract value will be applied to the final bill.

3. This contract may be extended beyond 36 months, in increments of 12-month periods, but not longer than sixty (60) months from the effective date. These extensions may be based on vendor's ability to upgrade services under contract. All prices contained in the Proposal, identified in the bid shall remain firm for the initial duration of the contract (36 months). Renewals will be made at SBC's then-effective prices.

CLIENT: ______________	SBC: B. Hanson
TITLE: ______________	TITLE: Reg. Sales Mgr
{Please Print}	**{Please Print}**
SIGNATURE: ______________	SIGNATURE: B. Hanson
Date: ______________	Date: 2/22/02

STAFF REVIEW FORM

_X_ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

place on 3/5 agenda D.C.

FOR: COUNCIL MEETING OF March 5, 2002 **MAYOR'S APPROVAL** ✓

FROM:

Name	Division	Department
Kit Williams	Legal	City Attorney

ACTION REQUIRED: AN ORDINANCE AMENDING THE ORDINANCE ESTABLISHING THE FORMAL PROCESS FOR THE SALE OF MUNICIPALLY OWNED REAL PROPERTY BY DEFINING INDUSTRIAL PARK LANDS

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 2/15/02	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date
Department Director	Date 02-15-02
Administrative Services Director	Date
Mayor	Date 2/15/02

CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: ________

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 34 OF THE CODE OF FAYETTEVILLE AND THE ORDINANCE ESTABLISHING THE FORMAL PROCESS FOR THE SALE OF MUNICIPALLY OWNED REAL PROPERTY BY DEFINING INDUSTRIAL PARK LANDS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 34 of the Code of Fayetteville, §34.27 (H) (1) and Ordinance No. 4358 by adding the following definition of Industrial Park Land to paragraph (H) (1) after the first sentence:

> "Industrial park land includes all of the land in and around the South Industrial Park as specifically identified by the map attached as Exhibit A."

PASSED and **APPROVED** this the _____ day of March, 2002.

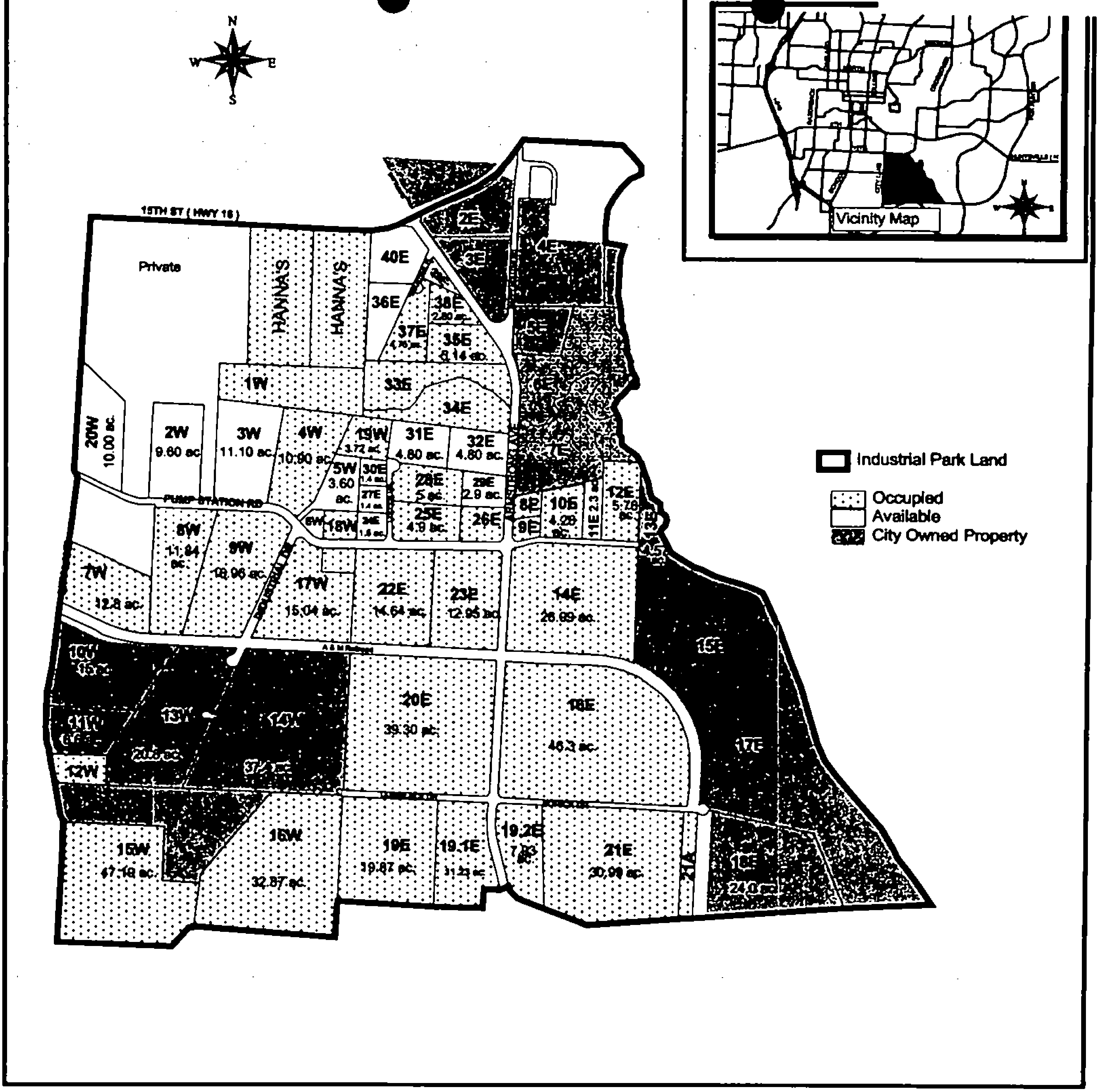
APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

Industrial Prk Land
D. 3.



For Further Inforamtion Contact
Alett Little, Director
Economic Development
City of Fayetteville
4500 S. School Ave., Suite F
Fayetteville, Ar. 72701
(479) 718-7642
email: rboudreaux@ci.fayetteville.ar.us

Fayetteville Industrial Park Land

1000 0 1000 2000 Feet

February 28, 2002

NORTHSTAR
ENGINEERING
CONSULTANTS, INC.

Civil & Environmental Engineering
Landscape Architecture
Geological Services
Land Surveying
Planning

February 14, 2002

RECEIVED
FEB 1 4 2002
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Ms. Heather Woodruff, City Clerk
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Appeal of Fayetteville Planning Commission Ruling
Double Tree Road Right-of-Way
Farrell Tract Split, Fayetteville, Arkansas
NEC Project No. 245-004

Dear Ms. Woodruff:

On behalf of Mr. Earl Farrell, I respectfully request to be placed on the March 5, 2002 Fayetteville City Council agenda to appeal the decision of the Fayetteville Planning Commission concerning a waiver for the right-of-way for Double Tree Road in reference to the Farrell Lot Split (LSP 02-6.00). The Fayetteville Planning Commission approved the Farrell Lot Split at the February 11, 2002 Planning Commission meeting, but denied the owners request to waive the requirement of the 70 foot right-of-way for Double Tree Road as shown on the City of Fayetteville Master Street Plan.

Mr. Farrell is dividing his property near Holt Middle School north of Mount Comfort Road and accordingly submitted a tract split per the City of Fayetteville requirements. The City of Fayetteville has requested Mr. Farrell dedicate a seventy-foot (70') wide right-of-way for Double Tree Road per the requirements of the City of Fayetteville Master Street Plan. However, Mr. Farrell is requesting the City of Fayetteville waive the requirements for the described right-of-way. The City of Fayetteville Master Street Plan depicts Double Tree Road as a proposed collector street running east-west across the central portion of Mr. Farrell's property. As proposed, over sixty percent (60%) of Double Tree Road crossing Mr. Farrell's property will be located within the 100-year floodplain of Clabber Creek with approximately thirty percent (30%) located within the floodway. The majority of Double Tree Road is shown south of Clabber Creek. If the right-of-way is relocated to meander south of Clabber Creek, Double Tree Road will be directed in a southwestern direction intersecting with Mount Comfort Road just west of the Farrell property yielding an inadequate collector corridor. The right-of-way may be relocated north of Clabber Creek to align with the northern boundary of Salem Village which is adjacent to the east property boundary. Finally, the proposed route of Double Tree Road (as a collector street) should be relocated to ensure that a collector street is in the ideal location to best serve the needs of future development in the area.

211 South Main Street
Bentonville, Arkansas 72712

Phone (501) 271-0906
Fax (501) 271-8144
Email nseng@swbell.net

The above described waiver will allow a more suitable location of a collector street to adequately serve the immediate area. I appreciate your consideration of this request.

Please call me at 479-271-0906 if you have any questions or need additional information.

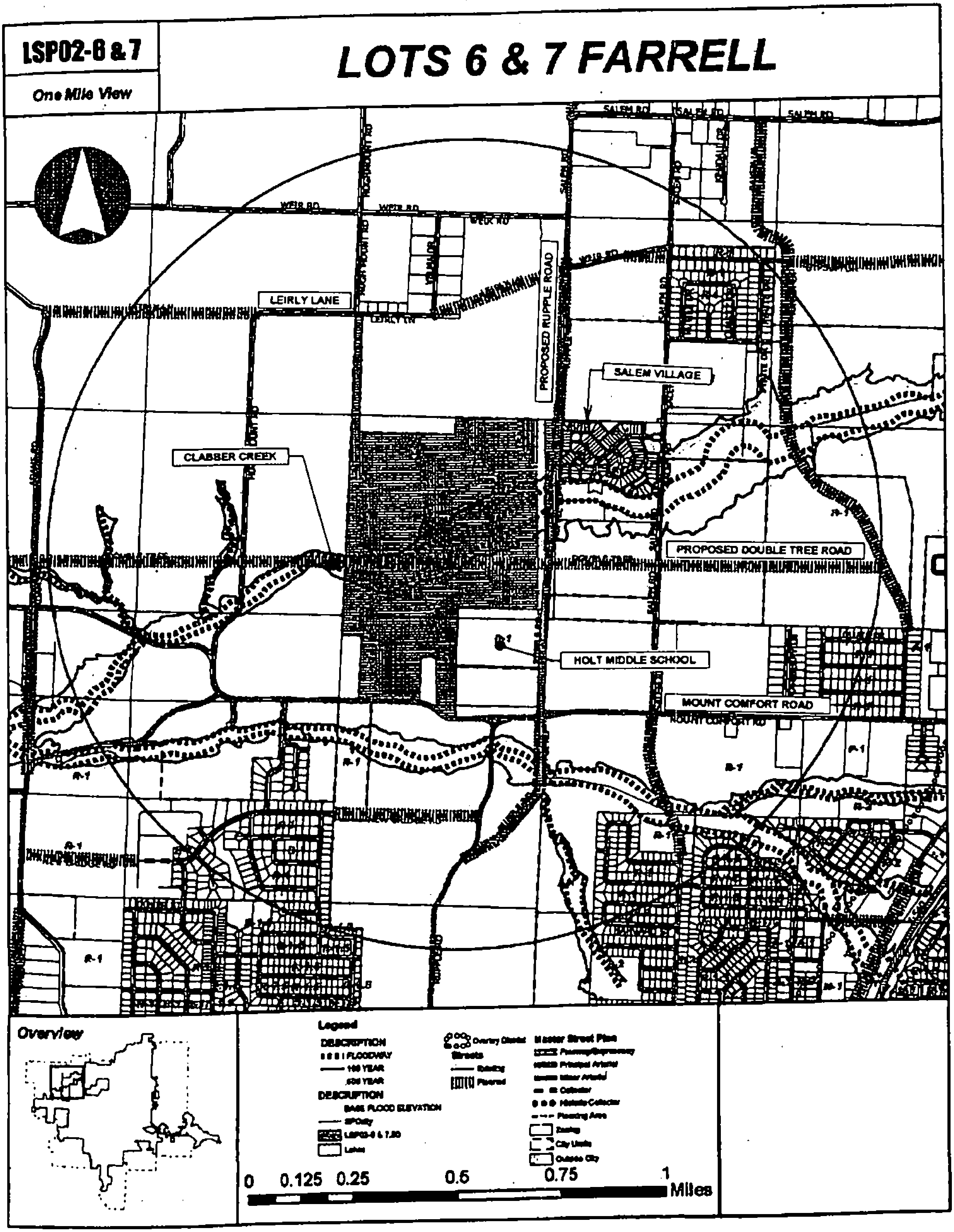
Best Regards,

Mike Bender, EI
Project Manager

Cc: Mr. Earl Farrell, Owner
Mr. Sam Mathias, BMW Investments, LLC
File 245-004

211 South Main Street
Bentonville, Arkansas 72712

Phone (501) 271-0906
Fax (501) 271-8144
Email nseng@swbell.net


LSP02-6 & 7
One Mile View
LOTS 6 & 7 FARRELL
SALEM RD
WEIR RD
LEIRLY LANE
PROPOSED RUPPLE ROAD
SALEM VILLAGE
CLABBER CREEK
PROPOSED DOUBLE TREE ROAD
HOLT MIDDLE SCHOOL
MOUNT COMFORT ROAD
R-1
Overview
Legend
0 0.125 0.25 0.5 0.75 1 Miles

PC Meeting of Feb 11, 2002

FAYETTEVILLE

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

Farrell Lot Split

TO:	**Fayetteville Planning Commission Members**
THRU:	**Tim Conklin, City Planner**
FROM:	**Sara Edwards, Ron Petrie P.E.**
DATE:	**February 7, 2000**

Project: **LSP 02-6.00 Lot Split (Farrell, pp 283 & 322)** was submitted by Shawki Al-Madoun of Northstar Engineering Consultants, Inc. on behalf of Earl and Carolyn Farrell. for property located north of Mount Comfort Road and north and west of Holt Middle School. The property is zoned R-1, Low Density Residential and contains approximately 183.05 acres. The request is to split into two tracts of 145.88 acres and 39.19 acres.

Findings: This lot split is being requested in order to facilitate a future subdivision on Tract A. There are four Master Street Plan Streets which affect this property. The applicant is dedicating 45 feet from centerline along Mount Comfort Road, 90 feet of right-of-way for Rupple Road along the eastern boundary of this property and 35 feet from centerline along Lierly Lane to the north. The fourth master street plan, Double Tree Road runs east-west through this property and is a collector street which requires 70 feet of right of way.

Recommendation: Approval subject to the conditions listed below.

Conditions of Approval:

1. A 70 foot right of way shall be dedicated to the city pursuant to the Master Street Plan for Double Tree Road. The requirement is for the right of way to be dedicated through both tracts at this time. The applicant is requesting a waiver of this right-of-way requirement entirely. Please see letter from applicant attached. Staff is recommending that the right of way be dedicated through Tract A as a condition of this lot split and is in support of a waiver of the requirement for Tract B until further development occurs. City Council must approve this waiver.

CHAPTER 156: VARIANCES

§156.03 DEVELOPMENT.

D. Consideration by the City Planner

1. Subdivisions creating only one new lot (lot splits).

a. **Interference with Future Subdivision.**

(3). Dedication of Right-of-Way. The City Planner shall not waive the preliminary and final plat requirements of this chapter for a proposed subdivision until the subdivider dedicates sufficient right-of-way to bring those streets which the Master Street Plan shows to abut or intersect the proposed subdivision into conformance with the right-of-way requirements of the Master Street Plan for said streets; provided, the Planning Commission may approve a lessor dedication in the event of undue hardship or practical difficulties. Such lessor dedication shall be subject to approval by the City Council.

2. A 30 foot sewer easement shall be dedicated for the future construction of a sewer line along the Clabber Creek.

3. Payment of parks fees in the amount of $470 for one additional R-1 parcel. Applicant is requesting a waiver of the parks fees until further development. The expectation is that land will be dedicated with a future subdivision. Please see letter from applicant requesting this waiver.

4. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

5. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

Background:

The proposed Lot Split was reviewed at the December 31, 2001 Technical Plat Review and the January 17, 2002 Subdivision Committee meeting.

Discussion at the Subdivision Committee meeting included background information of the property and the Parks Division requirement.

The Subdivision Committee forwarded the Large Scale Development to the full Planning Commission subject to all staff comments.

INFRASTRUCTURE:

a) Water. Existing

b) Sanitary sewer. Existing.

c) Streets. Not applicable.

d) Grading and Drainage. Not applicable.

PLANNING COMMISSION ACTION: _yes__**Required**
_____**Approved** _____**Denied**

Date: ______________

Comments:

____
____
____

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

Date: ___/__/___

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

____
by

____
title

____
date

LSP 02-6.00: Lot Split (Farrell, pp 283 and 322) was submitted by Shawki Al-Madoun, PE of Northstar Engineering Consultants, Inc. on behalf of Earl and Carolyn Farrell for property located north of Mount Comfort Road and north and west of Holt Middle School. The property is zoned R-1, Low Density Residential and contains approximately 182.22 acres. The request is to split into two tracts of 143.03 acres and 39.19 acres.

Estes: The next item on the agenda is a lot split request. This is submitted by Northstar Engineering Consultants, Inc. on behalf of Earl and Carolyn Farrell for property located north of Mount Comfort Road and north and west of Holt Middle School. The property is zoned R-1, Low Density Residential and contains approximately 183.05 acres. The request is to split into two tracts of 145.88 acres and 39.19 acres. Staff recommends approval subject to certain conditions of approval. Are there signed conditions of approval Mr. Conklin?

Conklin: No there are not.

Estes: Condition 1) A 70' right-of-way shall be dedicated to the city pursuant to the Master Street Plan for Double Tree Road. The requirement is for the right-of-way to be dedicated through both tracts at this time. The applicant is requesting a waiver of this right-of-way requirement. There is a letter in your packet from the applicant. Staff is recommending that the right-of-way be dedicated through tract A as a condition of this lot split and is in support of a waiver of the requirement for tract B until further development occurs. City Council must approve this waiver. Condition 2) A 30' sewer easement shall be dedicated for future construction of a sewer line along Clabber Creek. 3) Payment of Park fees in the amount of $470 for one additional R-1 parcel. The applicant is requesting a waiver of the park fees until further development. The expectation is that land will be dedicated with a future subdivision. You have a letter in your packet, from the applicant, requesting this waiver. Condition 4) Plat Review and Subdivision Committee comments to include written staff comments provided to the applicant or his representative and all comments from utility representatives. 5) Staff approval of final detailed plans, specifications and calculations (where applicable), for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lots and tree preservation. The information submitted for the plat review process was reviewed for general concept only. Is the applicant present?

Bender: I am Mike Bender with Northstar Engineering. I am representing Mr. Farrell for the split of this property. I will briefly address the conditions of approval. The 70' right-of-way for Double Tree will need to be relocated due to this proposed route, a large majority of it is within the floodway of

Clabber Creek so we will need to relocate the road. In doing so, we feel if we push the road to the south it is not an ideal location because Clabber Creek flows to the south and we are getting in real close proximity with Mount Comfort Road. Also, if we go to the north of Clabber Creek, the thoroughfare is really not there due to development to the east. We do have another collector, Lierly, at the north end of the property. We just feel at this time that we are taking this to City Council. We feel that at this time that platting the right-of-way would be real limiting to the property. Also, on the 30' easement, we are showing a 30' easement for the sanitary sewer. The parks fees, we are requesting a waiver at this time. Mr. Farrell and the Parks Department are working together on a large park corridor along Clabber Creek. The Plat Review and Subdivision comments have been addressed. The utility comments at this time, they reserve their comments until the development. I will obtain letters to that effect for city files and then staff approval of final details, we will submit detailed plans with each development coming through. The 39 acres on the southeast part of the property is where the first subdivision will go in. Right now there is no development planned for the rest of the property. I would be glad to answer any of your questions at this time.

Estes: Thank you. Is there any member of the audience who would like to provide public comment on this requested lot split? Seeing none, I will bring it back to the Commission for discussions, questions of the applicant or motions. Mr. Conklin?

Conklin: Mr. Chairman and members of the Commission, I would like you to refer to page 3.8 and that shows the location of the Master Street Plan and the proposed collector street. You will note on that page the proposed collector street for Double Tree Road, which is what is at issue this evening. The applicant and the dedication of this right-of-way, it is south of Salem Village P.U.D., south of Clabber Creek. Previously when Serenity Place subdivision was considered and approved as a preliminary plat south of Salem Village, Double Tree Road connected over to Salem Road which would provide access between the middle school and the elementary school. I believe that the best location for that road is south of Clabber Creek in this location and not north. Regardless, the city ordinance, the Unified Development Ordinance, requires that in order to waive the preliminary and final plat requirements and not treat this as a subdivision that right-of-way must be dedicated. I just wanted to bring that to your attention this evening, thank you.

Estes: Thank you Mr. Conklin. Is there any other discussion or any questions?

Hoffman: I have a procedural question. Is the waiver of the Master Street Plan something that the Planning Commission normally recommends to City Council or is that something that requires Council action only?

Conklin: The ordinance reads, and I have included it in your staff report under 156 Variances and Development, page 3.1, dedication of right-of-way. . . I will just read it. "The City Planner shall not waive the preliminary and final plat requirements of this chapter for a proposed subdivision until the subdivider dedicates sufficient right-of-way to bring those streets, which the Master Street Plan shows to abut or intersect the proposed subdivision and to conformance with the right-of-way requirements of the Master Street Plan where it says streets. Provided that the Planning Commission may approve a lesser dedication in the event of undue hardship or practical difficulties. Such a lesser dedication shall be subject to approval by the City Council." You may approve a lesser dedication if you believe there is undue hardship or practical difficulties and that is subject to approval by the City Council.

Hoffman: Thanks Tim. I still don't understand where the alternate location for the road that you said is not on this plat.

Conklin: It is not shown on the plat. The Master Street Plan does show up on page 3.7 and 3.8.

Bender: At this time we don't have an alternate for the 70' corridor for Double Tree or for a collector street. That would come with the future development.

Hoffman: You're saying that it would be south of Clabber Creek, not Hamstring Creek?

Conklin: I apologize, I did use the wrong creek name, it is Clabber Creek. The idea, at one time, was that children on school buses all go on the same bus no matter if it is middle school or elementary and that at one time the bus wouldn't have to go all the way down to Mount Comfort, there would be connectivity and access within these areas. I think it is important that we look at where that future collector street is located because of the school and future development. This engineer is working with the applicant on a preliminary plat south of Clabber Creek. Just as we saw in Bridgeport Subdivision, they can incorporate those Master Street Plan streets within their subdivisions. Especially a collector street, which is a two lane street. That is why I am making that recommendation that this engineer before you this evening is working on a preliminary plat that could incorporate the Master Street Plan street within that subdivision and plan it. I will let the engineer answer any questions of why that can't be done or if he wants to express his comments to you about why that can't be done. It is just that he has been working with staff on where those streets need to go.

Motion:

Hoffman: Now that it is crystal clear to me that it is Clabber Creek and not Hamstring, I would like to move for approval of LSP 02-6.00, the lot split with the variance for which requires the 70' of right-of-way with the understanding that an alternate method is being proposed.

Estes: Commissioner Hoffman, does your motion include the requirement of the right-of-way dedication through both tracts at this time?

Hoffman: I am going to need some help from Tim on that. Is that what they are standing on?

Conklin: Staff made a recommendation that the right-of-way be dedicated for the smaller acreage that is being split out and to wait until the rest of the remaining tract is developed to determine where that right-of-way is.

Hoffman: Is that going to be 70' or is it going to be a lesser amount?

Conklin: It would be 70'.

Hoffman: Ok, I think that my motion should be just as it is that the alternate location be. . .

Conklin: I would like some direction. They have asked two things, they have asked to completely waive any right-of-way from being dedicated, that is what the applicant is requesting.

Hoffman: On tract B?

Conklin: On both.

Bender: Everything. Right now basically we've got a collector on the north end of the property, Lierly Lane. We've got the arterial, Mount Comfort on the south. Due to the location and direction of Clabber Creek itself and the floodplain and floodway associated with it we would like to waive the Double Tree requirement especially since very little of Double Tree exists now.

Hoffman: I understand that but we are very big on connectivity and from what Mr. Conklin was saying it does sound to me like it would be a better idea to use one of your subdivision streets to carry the school bus children from one side of the tract to the other. My motion would then include a 70' right-of-way requirement and I guess that was going to be south of Clabber Creek at some location to be determined during preliminary plat.

Bender: At this time, if there is a requirement, we would prefer it to be north. That is our request.

Hoffman: Since I am not looking at a very clear map here I am having trouble crafting this motion now.

Ward: Tim, why would that Double Tree Road on the north boundary line of this property, the 100+ acres on Alley Road or something would that not be a better location for that road? Along the north line of most of this property?

Conklin: That is an alley that was platted as part of the Salem Village Planned Unit Development. There is no direct access through that.

Ward: Well, putting it down through Clabber Creek doesn't make sense, that is all floodway. That would require a bridge across there.

Conklin: Thank you for making that statement because I did not clarify what staff was looking at. We are looking at keeping the street on the south side of Clabber Creek. However, we would be willing to work with the developers/applicant to minimize the creek crossings and bring that out over to Mount Comfort/Wheeler Road at some point. We are not asking to go down the center of the creek as it is currently shown. There is some flexibility with our Master Street Plan. I do think it is important that as we go further back to the east through what used to be Serenity Place, that that is the preferred location of that collector street.

Estes: Mr. Conklin, do I understand correctly that staff recommends, as the first condition of approval, that there be a 70' right-of-way dedicated pursuant to the Master Street Plan for Double Tree and that we are not considering siting Double Tree at this time but that the only matter before us is the 70' right-of-way dedication?

Conklin: That is correct. Staff would work with the applicant and his engineer to get the exact location avoiding going through the center of Clabber Creek and being south of Clabber Creek at some point.

Hoffman: Ok, the engineer was pointing out on his map that if you needed to put the road at some point that it might better suit the layout of the lot to put it on the north side of Clabber Creek. Have you looked at that possibility?

Conklin: It currently lines up as a Master Street Plan, if you will look at page 3.7, through Crystal Springs. It would change the entire dynamics, the function of that street if you move it to the north. We have a softball complex there, a playground, and this collector street would not be able to continue further to the east. Yes, we have looked at that and I think it is important in this location.

Bender: With Double Tree, the portion east of Salem Road is not a very large portion. If we went just north of the Salem Village from Salem Road to the west along the northern portion of this property, that is the location that we would prefer.

Motion:

Hoffman: I will give this a try again. I would like to recommend approval of LSP 02-6.00 subject to all conditions of approval.

Estes: We have a motion by Commissioner Hoffman to approve LSP 02-6.00 subject to the conditions of approval, is there a second?

Marr: I will second.

Bunch: Just one little housekeeping note. On our drawings showing 35.19 acres, then in our packet it says 39.19, is there any reason that there is a four acre discrepancy?

Bender: There was an error in the acreage on the tract split. The correct is 182.22 acres, splitting it into 143.03 and 39.19 acres.

Bunch: Ok, so the drawing should show 39.19 acres?

Bender: Yes, and we have corrected that also.

Estes: We have a motion by Commissioner Hoffman and a second by Commissioner Marr to approve LSP 02-6.00 subject to all conditions of approval. Is there any further discussion?

Ward: On the payment of this park fee, the $470, would they get a credit for that when they bring in the subdivision?

Conklin: We discussed this internally on how to deal with this issue. The ordinance reads that any new lot created that is zoned R-1 needs to pay additional parks fee. That is something that we would like to consider is when they do bring a subdivision in to give them credit for that $470.

Hoffman: I can specifically say that on the preliminary plat that either the $470 per lot be paid or that a park land dedication be accepted. Item number four would then read "The payment of parks fees in the amount of $470 for one additional R-1 parcel. . ." or at the end of the last sentence "or that park land dedication be accepted as shown on the preliminary plat."

Estes: Mr. Marr, does the second accept the amendment?

Marr: Yes.

Estes: We have a motion by Commissioner Hoffman and a second by Commissioner Marr to approve LSP 02-6.00 is there any other discussion? Renee, would you call the roll please?

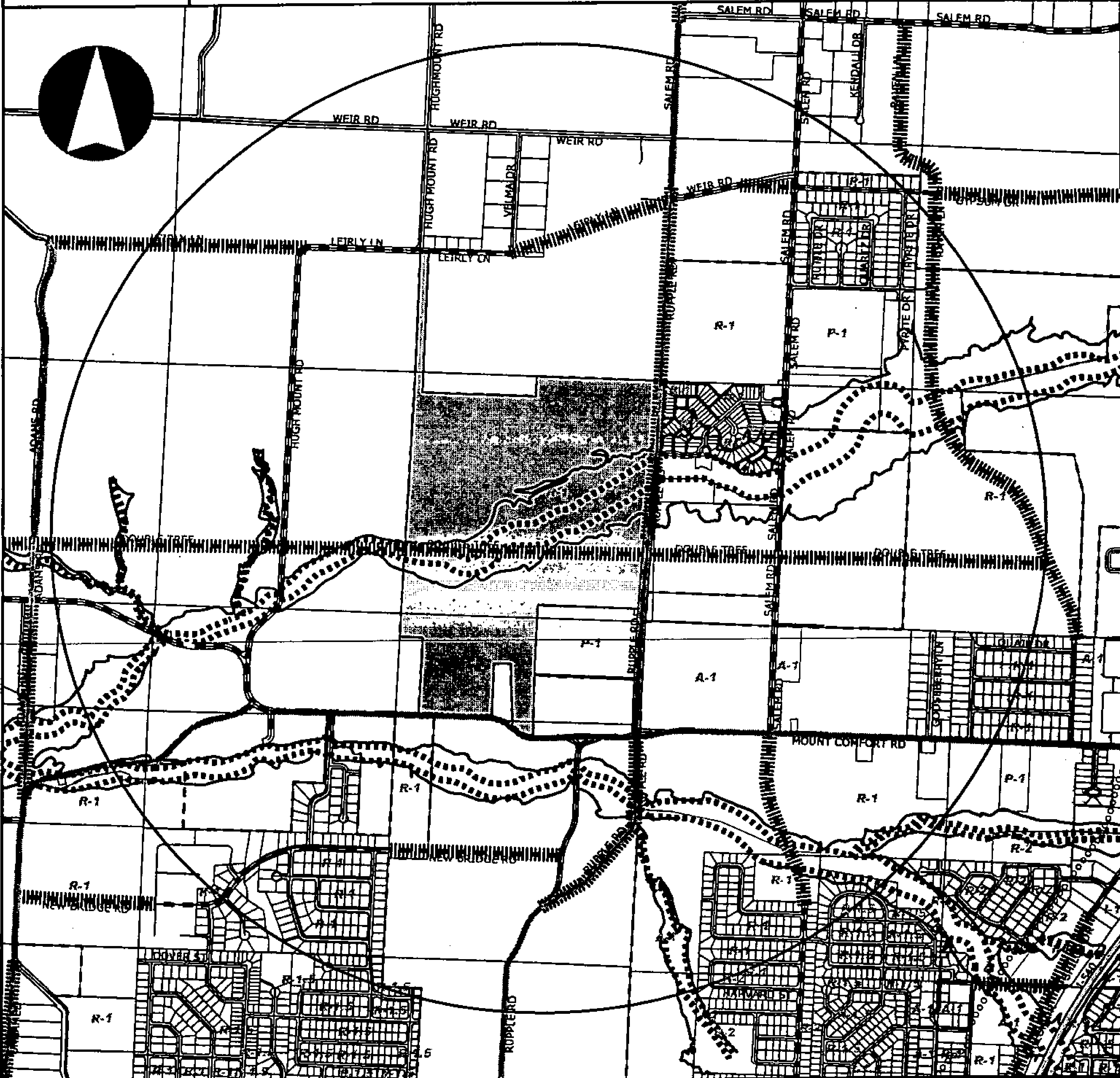
Roll Call: Upon the completion of roll call the motion to approve LSP 02-6.00 was approved by a vote of 8-0-0.

Estes: The motion passes unanimously by a vote of eight to zero.

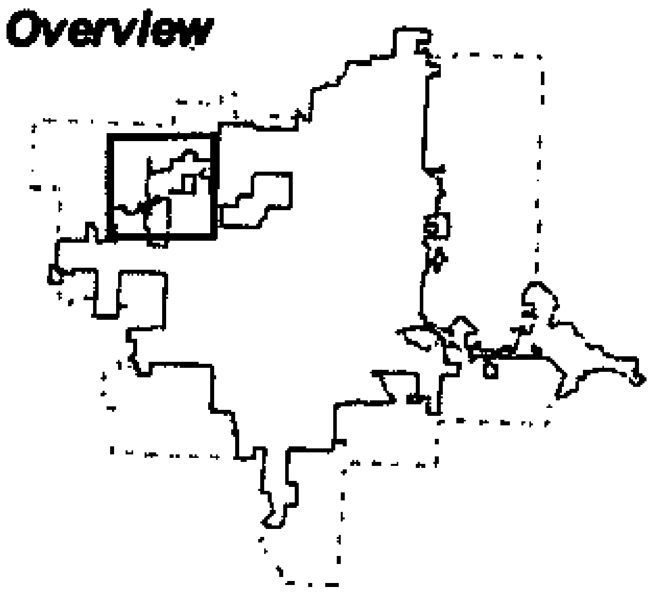
LSP02-6 & 7

One Mile View

LOTS 6 & 7 FARRELL



Overview



Legend

DESCRIPTION
FLOODWAY
100 YEAR
500 YEAR
DESCRIPTION
BASE FLOOD ELEVATION
SPCcity
LSP02-6 & 7.00
Lakes

Overlay District
Streets
Existing
Planned

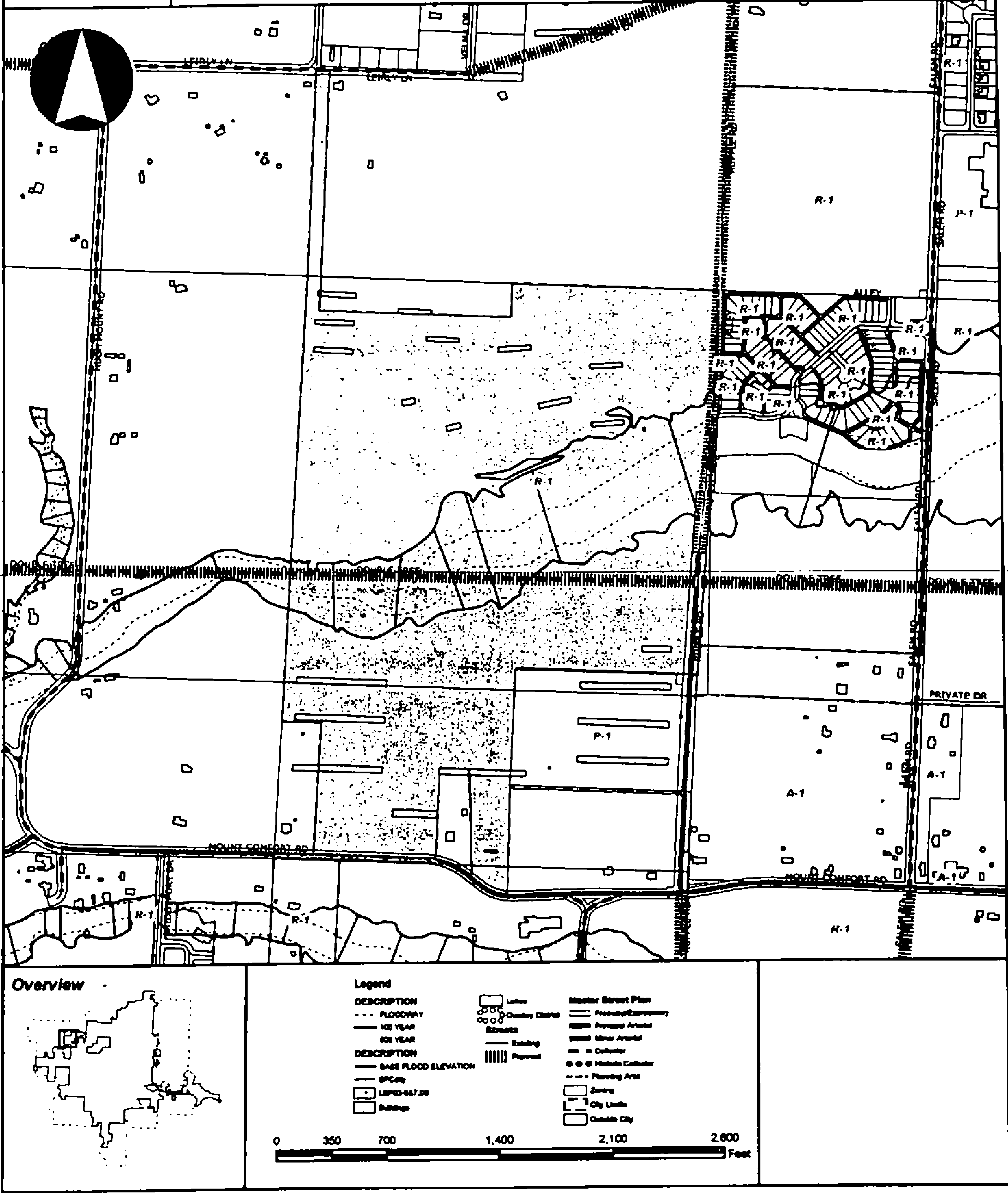
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector
Planning Area
Zoning
City Limits
Outside City

0 0.125 0.25 0.5 0.75 1 Miles

LSP02-6 & 7.00

Close Up View

LOTS 6 & 7 FARRELL



STAFF REVIEW FORM

X AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

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 Manager

Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	2/22/02 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on February 11, 2002 the Fayetteville Planning Commission voted 9-0-0 for approval.

Division Head	2-15-02 Date
Department Director	Date
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes

Prev Ord/Res #: ________

Orig Contract Date: ________

Orig Contract Number: ________

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Shelli Rushing, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 15, 2002

BACKGROUND

ADM 01-36: Administrative Item (Fee in Lieu of Construction of Sidewalks) was submitted by Kit Williams, City Attorney to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

In Spring 2001, the City revised the sidewalk ordinance to allow a developer to pay money in lieu of building an unfeasible or impracticable sidewalk. Prior to adoption of this ordinance, if sidewalks could not be built due to topography or other natural conditions, the property owner could seek a waiver not to build the sidewalk. Without a waiver, the sidewalk would have to be built. In order to make it equitable, the ordinance was revised so that all property owners contribute to city's sidewalk system, whether one can be constructed on their lot or not. The fee was based on the rate of Three Dollars ($3.00) per square foot of the sidewalk that normally would have been required.

In August 2001, a woman building a home on an infill lot in Fayetteville was assessed $4,212 as a sidewalk fee in lieu of construction pursuant to the recently revised city ordinance. The City Attorney became concerned over the constitutionality of the sidewalk ordinance based on the impact to this property owner. The legal basis for concern was whether the City was complying with the Supreme Court's rough proportionality standard. Rough proportionality is the determination that the dedication or exaction is proportionate to the development's anticipated impact.

On October 8, 2001, the City Attorney presented a draft ordinance revising Section 171.12 regarding the fee in lieu of construction of sidewalks. The Planning Commission elected a subcommittee to review the issue. The subcommittee met on Tuesday, Nov. 6, 2001 and Thursday, November 29, 2001 and reviewed research on other cities with fees in lieu of construction for sidewalks. The subcommittee is recommending amendments to the current ordinance as presented in the attached ordinance.

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend the City Council approved the proposed amendments to Section 171.12 subject to a change in wording of A.3 to "The Sidewalk Administrator may (instead of shall) grant the waiver based on a review of the following factors:".

RECOMMENDATION

Staff and the Planning Commission recommend approval of the proposed amendments to Section 171.12 of the Unified Development Ordinance.

ORDINANCE NO. _______________

AN ORDINANCE AMENDING SECTION 171.12 PROPERTY OWNER TO CONSTRUCT SIDEWALK UPON RECEIPT OF NOTICE REGARDING WAIVERS AND CONTRIBUTION OF FEE IN LIEU OF CONSTRUCTION

WHEREAS, the current sidewalk ordinance occasionally required the construction of a sidewalk in an isolated and impractical location, and

WHEREAS, it would be beneficial to use the resources that would be wasted building such an impractical, isolated sidewalk to build a needed, useful sidewalk nearby,

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

Section 1. That 171.12 Property Owner to Construct Sidewalk or Contribute to Cost of Sidewalk be hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

171.12 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR CONTRIBUTE COST OF SIDEWALK

A. Requirement.
The owner of any property abutting a public street or highway for which a sidewalk is required by the City's Master Street Plan shall construct a sidewalk along said street or highway upon receipt of notice from the mayor or his designee. Said notice shall be issued at the time a building or parking lot permit for the property is issued or a lot split is approved.

1. The property owner shall construct the sidewalk in accordance with section 171.13 Sidewalk and Driveway Specifications.

2. A property owner may request a waiver to subsection 171.12 A requiring sidewalk construction. If the City's Sidewalk Administrator determines that construction of the sidewalk would be unfeasible, impracticable, or otherwise unsuitable at the property's location, then the owner has the option to construct the sidewalk ~~anyway~~ or contribute money in lieu of construction as set forth below.

A. For all development except a single-family lot, duplex lot, and lot splits a cash contribution in lieu of construction shall be at the rate of Three Dollars ($3.00) per square foot of the sidewalk that normally would have been required.

B. For a single-family lot, a duplex lot and lot splits, a cash contribution in lieu of construction shall be at the rate of Three Dollars ($3.00) per square foot. Square feet shall be figured by multiplying the required sidewalk width by the minimum street frontage required for the use as set forth in the zoning regulations.

C. The cash contribution amount per square foot shall be reviewed every three years and may be amended by the City Council.

D. Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before ~~receiving final plat approval,~~ filing of a lot split, or issuance of a Certificate of Occupancy.

E. Contributions must be expended within three (3) years within the quadrant of the City in which the unbuilt sidewalks are located.

F. Contributions shall be used to construct sidewalk projects selected by the Sidewalk Administrator

3. The Sidewalk Administrator may grant the waiver based on a review of the following factors:

A Pedestrian traffic generators such as parks and schools in the area;
A. the existence of a sidewalk network in the area;
B. the density of current and future development in the area;
C. the amount of pedestrian traffic likely to be generated by the proposed development; and
D. whether the terrain is such that a sidewalk is physically feasible, and the extent to which trees, ground cover and natural areas would be impacted by the sidewalk.

B. Application of Provisions.
The provisions of this section shall only apply to the following property:

1. **New Structure.** On which a new structure is being built;

2. **Existing Residential Structure.** On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use to a nonresidential use.

3. **Parking Lot/Garage.** On which a parking lot or parking garage, having a minimum capacity of five automobiles, is constructed or enlarged.

4. **Lot Splits.** Division of land into two or more pieces of property, regardless of size.

5. **Additions.** Additions of 2,500 square feet or larger.

6. **Conditional Use.** Any development which requires conditional use approval.

Section 2. This ordinance shall be in full force and effective from and after its passage.

PASSED AND APPROVED this ________ day of __________________, 2002

APPROVED:

BY: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
Heather Woodruff, City Clerk

ADM 01-36.00: Administrative Item (Fee in Lieu of Construction of Sidewalk) was submitted by Kit Williams, City Attorney to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single-family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks.

Estes: The next item on the agenda is an item of old business, which was originally contained as item number one in your packet that was distributed at agenda session last Thursday. It is an administrative item, an amendment to §171.12 regarding contribution of fee in lieu of construction of sidewalks to revise the calculation method for determining the fee in lieu of construction of sidewalks for a single family lot, duplex lot or lot split. The amendment also adds a list of factors for the Sidewalk Administrator to review when considering waivers for the construction of sidewalks. Mr. Williams, do you have any comments that you would like to make regarding this administrative item?

Williams: The only comments I made were basically held in my memo where I said I believe that if we simply modify the current sidewalk ordinance, which was approved on May 1st of 2000. It passed by the City Council and had gone through a lot of study and readings by the City Council, Sidewalk and Trails Committee, which included both council members and private citizens. That is a committee established by the City Council that continues to meet. In fact, we will meet this week. I think that if we look at the ordinance that was passed there and we strike through only the reference to lot splits, which is only in two places in that ordinance and with the adoption of the appeal right to you for this rough proportionality, I think that the constitutional problems I had with this ordinance will probably be resolved and we can avoid having to do such a major rewrite. I certainly appreciate the Planning Commission's long and hard work on that. That subcommittee that worked on this and studied other city's ordinances, my recommendation would be that we don't go through such a major rewrite and send it back to the City Council. I would simply suggest that with a lot split, that is not enough of an impact, there is almost no development, there is just a line on a piece of paper. Therefore, I don't think we should require a fee for that. Beyond that, I think that any other problems that individuals may have could be resolved by appealing to the Planning Commission and having you view what is best from a rough proportionality idea. Part of the things that you came up with in this proposed sidewalk plan that came out of your subdivision certainly can be looked at and used and weighed when an appeal comes before you. I think that there was a lot of good work done on that, a lot of good thinking on how you would go about it and some of your proposal on how to change the amount that might be charged a single-family infill lot. I think it is very appropriate when an appeal might come before you. I would recommend though that you save your information and your research and everything and apply it then when an appeal comes before you rather than recommend to the City Council that we make such a major change and trying to codify all of these different factors that you found. Of course, that is your recommendation one-way or the other to the City Council.

Estes: Thank you Mr. Williams. The persons who served on that committee were Commissioner Hoffman, Commissioner Hoover and Commissioner Bunch together with Mr. Williams and Chuck Rutherford, our Sidewalk Administrator. I know that there were many meetings that lasted for quite a while. I want to thank each of you on behalf of the Commission, for your contribution. Mr. Rutherford, is there anything that you would like to say?

Rutherford: I don't have anything to add.

Estes: Ok. Is there any member of the public who would like to comment on this administrative item? If you would please come forward, give us your name, address and benefit of your comments. I know you have waited a long time for this.

Varvil: I am Nancy Varvil and I built the house on 531 E. Rock Street that I paid the $4,212 to not have sidewalks around my house. I don't quite understand what has just now happened but I am trying very hard to understand. I just will read what I wanted to say, it may not even relate to what you guys are doing up here. Last year when the city determined that I don't need sidewalks on the little under lot where I built my house the City Planning staff determined that I had to pay the $4,212 in lieu of sidewalks. I did, even though it seemed like a lot. When I began to check out if that is a legally defensible amount to pay I discovered that under the constitution when citizens pay fees to governments, like Kit was saying, they are supposed to receive a benefit roughly proportional to the amount of the payment. I am sure that I, or the people who may live in my house after I do, will not receive $4,212 worth of use of sidewalks elsewhere in the city. I do think I should have to pay a fee for my use in the city since I built another house and people are going to be using those sidewalks that live in that house. I came to urge you to pass some sort of change in the existing ordinance that relates the amount of the fee to the amount of impact that people who live in the house will have on the sidewalks. I know that is a really hard thing to figure out. How much impact somebody is going to have that lives in a house on the other sidewalks that are in the city but that is what the constitution says and I also don't think it is fair that people like me that are shy and trembled should have to come and ask for you to enforce the Constitution on our behalf each time we don't fit into the categories that the city makes up for us. In other words, the city's laws should already deflect what the Constitution says. I shouldn't have to come and ask for those rights under the Constitution.

Estes: Let me be responsive to what I think your two questions are. Simply stated they are: What are we up to this evening and what have we done? The previous item that we discussed was the appeal ordinance. In section 2 there is a specific provision that reads retroactive to March of 2001 for any person aggrieved by a requirement to pay money in lieu of construction of a sidewalk, that is you.

Varvil: That would be me. I understand that I am going to have the chance to appeal.

Estes: We have forwarded that to the City Council and with their good judgment they will do whatever they please with that recommendation but that is out of here and that is on the way to the City Council.

Varvil: Ok.

Estes: The second item, which is the one now before us, is to amend the calculation method for determining the fee in lieu of construction of sidewalks for a single family lot, duplex lot or lot split to correct the issue that you have so well articulated and just addressed. If the City Council is sympathetic to our recommendation under the appeal ordinance, you are taken care of.

Varvil: That means that I will have to come again and say this to somebody? To you guys?

Estes: No. You can say to whatever you want to whomever you please.

Varvil: I have to appeal it.

Estes: Yes, but there is a specific provision in the ordinance that we just referred to the City Council to take care of your appeal.

Varvil: Not in front of people though, is that right?

Estes: Pardon me?

Varvil: Does everybody have to come in front of people to make that appeal?

Williams: You just have to come forward and say that you think that the City is charging you too much and you would ask the Planning Commission to assess a lower amount.

Varvil: Ok, I don't think that is fair but that is all I have to say.

Estes: Is there any other member of the public that wishes to provide public comment on this administrative item? Yes Ma'am.

Cheevers: I am Heather Cheevers. I don't have an address in Fayetteville yet. About a year and a half ago my husband and I bought some property, it is about eight acres on Skelton Road. Some of you probably know where that is. It is at the end of that road that goes up a steep hill. Mr. Rutherford has been keeping me very informed and we have not started building yet. We are waiting to see where this sidewalk ordinance is going to go because to us, the amount which is adding up to about $4,500, is really not going to fit into our budget. Most people do have a budget when they go to build a house. I think that is too much. I understand when somebody is going in and subdividing property. You can have them build sidewalks and all of that, but it would be more feasible but on an established road like this is, where most of the houses have been there for many, many years. Somebody new is going in and when you are talking about this much money I just don't think that that is right. I know I read in the paper one day last week that the Planning Commission thought of taking the minimum width that your lot would have to be on a certain road and saying that that's the most that you are going to have to pay. What happened with that?

Estes: Mr. Conklin, can you respond to that?

Cheevers: That would set out the rules right there so you would know when you go get your building permit I am going to be out this much money at the most.

Conklin: Yes. That ordinance is in their packets from the subcommittee. It does set the maximum distance based on the minimum lot width you would have to have under zoning.

Cheevers: Ok, but say that I have approximately 380' of frontage right now.

Conklin: Your property is zoned R-1, the minimum is 70' times $3.00 a square foot.

Williams: That is still in front of the Planning Commission for their consideration.

Cheevers: That is not part of either of these two items that you've been talking about tonight?

Conklin: Mr. Chairman, I apologize because I am struggling here too. The Planning Commission did form a subcommittee and they did propose an ordinance and that is in the packet. I believe that that is what you are considering this evening is what is in your packet with the proposed ordinance. That is in there.

Cheevers: You are considering a set amount to where we don't have to come and appeal?

Conklin: Yes. It would reduce the amount. So it would be $840.

Cheevers: Ok. I did read about that last week and I did talk to Mr. Bunch one night this week and he had mentioned that, setting a minimum.

Conklin: Mr. Chair, if you would allow Shelli Rushing, Associate Planner, she could go over this proposed ordinance for the Commission and the public's benefit since we haven't really discussed what the changes are from the subcommittee.

Estes: Alright, we will do that in just a moment. Do you have anything ese?

Cheevers: Nothing other than that. I just want to enforce that I think there needs to be a maximum amount of money that is going to come out of someone's pocket for someone in a situation like myself or the lady that spoke before me. When you do have that amount of road frontage to deal with, especially on a road like that, like I said, there are two sidewalks on that road right now and I really don't see how it is a benefit to me or my family to pay that amount of money for something that we will never see because it is not guaranteed that it would be necessarily used on our road, is that correct?

Estes: Under the present ordinance, that is correct.

Cheevers: That is basically what I wanted to say because we are waiting to start our house to find out where this is all going to lead. You know, because once we get that building permit I guess and start with our house, we will be expected to pay before we do move in and I think that needs to be a set amount.

Estes: Thank you. Is there any other member of the audience who would like to provide public comment on this administrative item? Seeing none, I will bring it back to the Commission for discussions, motions, and comments. I will ask that Mrs. Shelli Rushing come forward and give us the benefit of her presentation. Before you do that Shelli, I have a question. There are two marked ordinances in our packet and one starts at page 1.3 and the other at 1.9. Could you please edify us and tell us what we have here and why we have two marked copies?

Rushing: Yes. The one on page 1.3 is the ordinance proposed by the subcommittee. That is the one that is being proposed tonight. The other copies in here are from previous correspondence from our City Attorney and some proposed ordinances. I don't believe that you are recommending those ordinances at this time?

Williams: I think that we could probably simply amend the current ordinance that we have right now by removing the lot splits with this new appeal procedure. Even though, I do share some of the concerns of the petitioners about having to come up and make an appeal. That is why originally, I felt that we should exempt homes built on a single family lot and duplexes as well as lot splits. However, in light of the Planning Commission's subcommittees' desires on this, I felt like we could work a compromise out and give everyone an appeal process.

Hoffman: Mr. Chair, before Shelli starts I just wanted to respond to Mr. Williams. The subcommittee worked on the ordinance with the idea in mind that the situation would not occur for these people because the fees would never have been $4,000. They would just be based on the impact of a single family dwelling in the R-1 zoning, or whatever zoning was proposed. Although these two properties came about before any change to the sidewalk ordinance, if what the subcommittee has proposed passes, that will prevent that and I think the property owner would be faced with paying a maximum of something like an $800 fee instead of a $4,000 fee. That is eliminating a lot of any necessity for appeal on these sidewalks.

Estes: Thank you Commissioner Hoffman. Shelli, do you want to continue with your presentation?

Rushing: Sure. Let me just briefly go over, on page 1.3, quite a bit of it has already been covered tonight. This is the ordinance that the subcommittee is proposing. The major changes here are under A .2A, they are recommending a calculation method for the fee for all development except for single family lot, duplex lot, and lot splits to be as it was in the previous ordinance which is $3.00 per sq.ft. of the sidewalk that normally would've been required to be constructed there. The proposed change is that for single family lots, duplex lots, and lot splits the cash contribution in lieu of construction would be at the rate of $3.00 per sq.ft. and the square feet should be decided by multiplying the sidewalk width by the minimum street frontage for the use as set forth in the zoning regulation. The subcommittee is also proposing on page 1.4, to include factors for the

Sidewalk Administrator to use when reviewing a request for a waiver. I would be happy to answer any questions that you may have at this time.

Estes: Thank you Shelli. Commissioners, do you have any questions of Mrs. Rushing before she leaves the lectern? Thank you. Mr. Williams, I have a question. On number three, the Sidewalk Administrator shall grant the waiver, is that a good idea or do we want that to read that the Sidewalk Administrator may grant the waiver?

Williams: I wondered about that language myself. I actually did not participate in the direct drafting of this ordinance, so whatever the Planning Commission desires on that, but I would agree with the Chair's suggestion on that.

Estes: The administrative item is now before the Commission for discussions, comments or motions.

Motion:

Marr: Mr. Chair, I too would like to thank the subcommittee and our City Attorney, Mr. Williams for drafting this. I do think it is important and I appreciate your comments that our two citizens had tonight. I do think it is important though, that just because you build a single-family residence doesn't mean you don't have an impact on this city when it comes to sidewalks. Children walk on them to school. Downtown there is a lot of usage. I am certainly supportive of having an ordinance to have a homebuilder pay no more than their impact. In terms of budgeting for a home I think it is important that citizens understand that there is a cost when doing that and that they will need to plan on that. With the change that you made on changing shall to may, I would like to move for approval of ADM 01-36.00 to forward it to the City Council as drafted by our city legal staff and the Planning Division.

Estes: We have a motion by Commissioner Marr to approve ADM 01-36, is there a second?

Hoffman: I'll second.

Estes: Is there any discussion? Commissioner Bunch?

Bunch: At this time I would like to thank Ms. Shelli Rushing for the work that she did on this and for gathering information that we requested all over the country and going back several different times and continued to satisfy our questions and needs and I would like to thank you very much.

Estes: We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36 to forward the proposed ordinance to the full City Council for its determination, is there any other discussion?

Marr: Mr. Chair, I just have one more question. This is actually probably a separate item but is there a Master Sidewalk Plan? The reason I asked that is as a Commissioner, when we are going to be asked to look at the impact of a home builder and whether that sidewalk is appropriate, certainly one of the things to me would be whether there is ever planning to be a sidewalk on the road that the lady talked about or whether there never will be. I am just interested to know if we have one. If we do have one, where is it? How can we use that in the future when we get these kinds of requests?

Estes: Mr. Rutherford, would you like to answer that one?

Rutherford: Our current Master Sidewalk Plan is our Master Street Plan. They go hand in hand. On our Master Street Plan anywhere you see in the city in the bottom left hand corner gives you the right-of-way width, the cross section of the street width, the greenspace that is required, the sidewalk width for each and every street in the city of Fayetteville.

Marr: My concern with that or the difficulty I have in using that as a tool is for instance, this road that she just talked about, it is on our Master Street Plan but it doesn't have sidewalks. Is it a plan that is going to have them eventually? How is that determination made if our Sidewalk Plan is the same as our street plan?

Rutherford: The current Master Street Plan was developed in 1996, which gives the sidewalk and the greenspace width, and all that like I just explained. Prior to that the Planning Division used a Master Sidewalk Plan, which is what you were just referring to. At that time, many of the streets on that Master Sidewalk Plan required the sidewalks to be on one side of the street only. That did not work with our new current Master Street Plan, you couldn't use them together so we quit using the old Master Sidewalk Plan and went with a new Master Street Plan that was passed by the City Council in 1996.

Conklin: With regard to the Master Sidewalk Plan, the Planning Commission did meet in your Planning Commission retreat to do the 2002 work program. Within that work program is a Master Sidewalk Plan. I am pleased that Chuck Rutherford is here tonight and if that is something that you would like developed, I would like to make sure that you express that to Mr. Rutherford again. Mr. Rutherford does not work in the Urban Development Department, he is under Public Works. That is something that they will have to work with to develop that. We also have a Sidewalk and Trails Committee and that is something that could possibly be brought up with them with developing such a plan. That is not something that I didn't listen to. I think it is important to have a Master Sidewalk Plan and I don't really consider the Master Street Plan a Master Sidewalk Plan. It has proposed cross sections is what we are talking about. Proposed street cross sections and depending on the classification of the street, is a 4' sidewalk, a 5' sidewalk or a 6' sidewalk. Is it on one side or both sides? That is what this states; it doesn't say where they should be located. I think that a Master Sidewalk Plan would put the physical improvement in a location that we could all see and would know when it would occur.

Marr: That is certainly my intent, I am looking for not only where they should be, where is the priority of where sidewalks should be put in. I have difficulty saying that that is tied to a Master Street Plan personally because even though it is on a plan there are certain roads that are more traveled even within the same category class. Again, I think it is something I think the whole Commission needs to weigh in at another point. I think it is important because if we are going to be asked to look at rough proportionality, one of the things that comes into mind is, is this a street that is a high priority of a sidewalk area or is it somewhere that only has two, like we heard tonight, and I don't get that from the Master Street Plan.

Williams: I think Commissioner Marr makes a very good point. Back in the early 80s when a local Chancellor held our greenspace ordinance unconstitutional and it was appealed to the State Supreme Court. The state Supreme Court felt like they did not have to reach a constitutional issue but they did affirm Judge Butt who had held our greenspace ordinance unconstitutional and it was primarily because there wasn't a well-defined plan. There were some vague statements about having parks in various quadrants of the city. There weren't any definite plans about how quickly the money had to be spent. The Supreme Court made it very clear that under the statutes that we are allow to get some of these impact fees from development, which is the same sort of statutes that require sidewalks to be built, that in fact, they must benefit the subdivision or the person that you are taking the money from. There must be a definite plan; a facilities plan is what they call it. That is some additional problems that we still have with this sidewalk ordinance. In that, simply giving fairly unfettered approval to our Sidewalk Administrator to use them where the sidewalks need to be, might not be sufficient if they do not in fact help the people that pay these impact fees, this sidewalk fee. That is one of the concerns I had about our sidewalk ordinance and requiring someone who can not build a sidewalk feasibly in their infill lot and still require them to pay even as much as $840. That still concerns me.

Estes: Thank you Mr. Williams. Commissioner Bunch?

Bunch: Yes. One of my concerns on the subject Commissioner Marr brought up of a Sidewalk Master Plan is that we have many streets in Fayetteville that are under built according to the Master Street Plan. They probably need sidewalks and as a matter of practicality, may get sidewalks long before capital monies are there to build a street out to what is on the plan. That is one reason I would support having a Master Sidewalk Plan from a pragmatic standpoint of how are we going to address some of the areas where we need sidewalks and the streets may not be built out to what is shown on the Master Street Plan.

Conklin: You have a very good point. You look at the original town plat and our streets, we have no curb and gutter, very few sidewalks and most new development has streets that meet our Master Street Plan and sidewalks where we have many, many areas that need improvements. I agree, I think it is important to do that. There is a Sidewalk and Trails Committee meeting this Wednesday, I think that starts at 4:00. Nancy, you are on the committee. We can take this message from the Planning Commission that the Planning Commission would like to have a Master Sidewalk Plan developed and I think that is a good idea.

Estes: We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36, an ordinance amending §171.12, is there any further discussion?

Bunch: Yes. I would like to ask the motioner and the seconder if for any reason you might entertain a sunset clause on this because it is new ground and it is a more or less stop gap measure and legislative processes, by nature, should be thorough and slow and this was an expedited process to bypass a constitutional question. My concern is that in creating a stopgap measure it may solve a current problem but we may be actually creating problems in the future when this thing becomes forgotten about. Should we consider putting a sunset clause on it to force us to revisit it in 2, 3, 5 years, I will leave that to the motioners to see if it is acceptable to them.

Estes: Commissioner Bunch, I will suggest this. Anytime that; one wonderful feature about our form of government is that at anytime that a problem develops regarding an ordinance or a statute it can be immediately brought to our attention and we can act on it. That is what we are doing right now. Should a problem develop six months from now, we can act on it. I am not opposing your suggestion at all; I am just suggesting to you that if an issue develops we can visit that issue very quickly. Is there any other discussion?

Hoffman: Mr. Chair, I just have a little response to Mr. Williams on the maximum of $840. I thought that during our discussions we had agreed that there was an impact for each house built of that additional person or population within the city using other parts of the city, not necessarily those in their own neighborhood and that this is merely a mechanism by which we can, in time, certainly now with the tight budget constraints, be able to have some monies to build these infill sidewalks and other areas of that quadrant of the city to benefit all of the residents. I thought that that was something that we had generally agreed on and I guess I may be mistaken.

Williams: I know in talking to our impact consultants, Duncan & Associates, they were concerned about any sort of requirement to charge money for a single family infill lot when a sidewalk was not going to be built anywhere relatively close to that particular development. I do think you could make an argument, and I would be willing to make the argument on behalf of the city, that any house built there within the city has impact, not only in roads, water and sewer but also sidewalks. Although, there is a much lesser extent on sidewalks. You don't really wear sidewalks out by having another person walk on them. You might use up some space. Anyway, I was just repeating what the Arkansas Supreme Court had said to support what Commissioner Marr had said that we definitely need a plan and they also tie very close to aiding this particular development. These are all very difficult issues. I am sure that we have a very independent and strong City Council and they will have all of their own questions, issues and opinions about this too and we will see what they want to do with all of this.

Hoffman: Thank you.

Estes: Is there any other discussion? We have a motion by Commissioner Marr and a second by Commissioner Hoffman to approve ADM 01-36, is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call, the motion to approve ADM 01-36 was approved by a vote of 8-0-0.

Estes: The motion passes by a unanimous vote of eight to zero. Is there any other business?

Conklin: There is no other business.

Estes: Mr. Conklin, I would like to suggest that staff consider bringing to us as an administrative item, a proposal regarding a Master Sidewalk Plan as articulated by Commissioner Marr and supported by Mr. Williams.

Conklin: With regard to directing the Public Works Department to prepare that? I don't have the ability to prepare that.

Estes: My suggestion was that staff refers to us an administrative item to consider a Master Sidewalk Plan. You craft that however staff feels is appropriate.

Conklin: As a resolution, yes, I understand the question. I am not trying to get out of any work; I just want to make sure I understand the question.

Estes: Is there any other business?

Conklin: I would like to make some announcements. With regard to the Impact Fee Study, I am still working with Duncan & Associates to reschedule that. Hopefully, we can try to reschedule that next week. I will be talking with the City Council tomorrow night about what time and date they would be agreeable to. That would be with regard to looking at water and wastewater. Of course, all four parts of the study are complete now. We have their recommendations with regard to water, wastewater, roads and review of the parkland dedication ordinance. That is available at www.accessfayetteville.org. You can download those; those are PDF files, Adobe Acrobat Reader. I have a couple of other announcements. Tomorrow we do have an Outdoor Lighting Subcommittee meeting at noon. The City of Fayetteville Urban Development Department will be hosting several free workshops in the upcoming months. Next month, March 5th, will be a workshop to discuss our tree ordinance and developing with the trees. These are free workshops. In April, we are going to have a workshop on the Fayetteville Development Review process. In May, the Corp. of Engineers will be up in Fayetteville to discuss wetland regulation and floodplain regulation again. There have been some changes within those regulations and we will be hosting those workshops and those are all free and there will be more information that will be sent out. Thank you.

Estes: Thank you. Are there any other announcements? We will stand adjourned until our next regularly called meeting.

STAFF REVIEW FORM

SPECIAL ELECTION
D. 7. Page 1

_X_ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF March 5, 2002 **MAYOR'S APPROVAL** __________

FROM:

Kit Williams	Legal	City Attorney
Name	Division	Department

ACTION REQUIRED: Ordinance Calling For Special Election To Fill An Alderman Vacancy

COST TO CITY:

$6,000 (estimated)	56,285	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
	10,000	City Clerk
Account Number	Funds Used to Date	Program Name
	46,285	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _X_ Budgeted Item _X_ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	2/11/02 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Passage of Ordinance setting special election

Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — 2/11/02 Date

CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: __________

ORDINANCE NO. ______

AN ORDINANCE DECLARING A VACANCY TO EXIST IN THE OFFICE OF ALDERMAN FOR WARD TWO, POSITION TWO, CALLING AND SETTING A DATE FOR THE SPECIAL ELECTION TO FILL THAT POSITION, APPROVING A BUDGET ADJUSTMENT AND DECLARING AN EMERGENCY

WHEREAS, Alderman Randy Zurcher was duly elected to the Fayetteville City Council to serve a four year term beginning January 1, 2001, representing Ward Two, Position Two; and

WHEREAS, Alderman Zurcher has announced he has left Ward Two and in fact moved out of Arkansas effective March 1, 2002; and

WHEREAS, A.C.A. §14-43-411(b)(1) requires a successor to be elected by a vote of the electors of the ward in a special election held within sixty days of the date the vacancy occurs.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby declares that on March 1, 2002, a vacancy in the office of Alderman, Ward Two, Position Two, with more than a year remaining in the unexpired term, has occurred.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby orders that a special election to fill this vacancy and elect Alderman's Zurcher's successor be held on the (23rd) day of April, 2002, within Ward Two.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby directs the City Clerk to advertise this special election and do all other things necessary so that this special election can be conducted and approves a budget adjustment (attached as Exhibit A) in the amount of $6,000.00 to pay the costs of this special election. A copy of this ordinance shall be furnished to the Washington County Board of Election Commissioners.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby determines that the statutory requirements to conduct such a prompt special election require that this ordinance go into effect immediately after its adoption to preserve the vital constitutional rights to vote and campaign for election. Therefore the City Council declares an emergency exists so that this ordinance being necessary for the public safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED and **APPROVED** this the 5th day of March, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

SPECIAL ELECTION
D. 7. Page 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2002	Department:	General Government	02/11/2002	
	Division:	City Clerk		
	Program:			

Project or Item Requested:

$6,000 is requested in Services & Charges Category for the City Clerk Program.

Project or Item Deleted:

Use of fund balance (reserves) is proposed to fund this adjustment.

Justification of this Increase:

The item is requested fund special election cost and public notification cost not anticipated in developing the 2002 Annual Budget.

Justification of this Decrease:

sufficient reserves exist to fund this request and maintain a minimum of 60 days expenses in cash & investments for General Fund.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Public Notification	3,000	1010	1510		5301	00		
Election Cost	3,000	1010	1510		5318	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	6,000	1010	0001		4999	99		

Approval Signatures

Requested By ________ Date ________

[signature] 2-11-02
Budget Manager ________ Date ________

Department Director ________ Date ________

Admin. Services Director ________ 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 ________

Blue Copy: Budget & Research / Yellow Copy: Requester

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NAME CHANGE
D. 8. Page 1

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve a resolution to change the name of 300 feet of Applebury Drive to Tanglebriar Lane.

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 Manager ______ Administrative Services Director ______

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	2/20/02 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: The Planning Commission voted to recommend denial of the request on February 11, 2002.

Division Head	2-15-02 Date
Department Director	2-21-02 Date
Administrative Services Director	2/22/02 Date
Dan Coody Mayor	2/22/02 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #: ______

Orig Contract Date: ______

Orig Contract Number: ______

NAME CHANGE
D. 8. Page 2

TT●VILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
THRU:	Hugh Earnest, Urban Development Director
FROM:	Tim Conklin, A.I.C.P., City Planner
DATE:	February 15, 2002

BACKGROUND

ADM 02-5.00: Administrative Item was submitted by Karen Rose and Dennis Becker for the portion of Applebury Drive that intersects Rockwood Trail. The request is to change the name to Tanglebriar Lane.

The City has received a street name change request to change approximately 300 feet of Applebury Drive to Tanglebriar Lane. The location of this segment begins where Applebury Drive intersects with Rockwood Trail and ends 300' north at the intersection of Applebury Drive and Tanglebriar Lane.

The preliminary plat for this subdivision was approved on December 3, 1968 and the final plat was approved on May 9, 1969. This segment of Applebury Drive has existed with the name Applebury Drive for approximately 33 years. Furthermore, the recorded final plat for the subdivision shows Applebury as the street name for this segment.

There are currently three houses and one lot that would have to change their address if the City Council approves the street name change. At this time, the City has received one letter from one of the property owners opposing the street name change.

The applicant has also requested the spelling of Tanglebrair be corrected to Tanglebriar.

Staff has attached correspondence received by the Planning Division regarding this matter and maps showing the location of the proposed change.

CURRENT STATUS

A motion was made to approve the request which failed on a vote of 2-5-1.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commissioners
FROM: Tim Conklin, City Planner
DATE: February 7, 2002

ADM 02-5.00: Administrative Item (Tanglebrair/Applebury) was submitted by Karen Rose and Dennis Becker for the portion of Applebury Drive that intersects Rockwood Trail. The request is to change the name to Tanglebriar Lane.

The City has received a street name change request to change approximately 300 feet of Applebury Drive to Tanglebrair Lane. The location of this segment begins where Applebury Drive intersects with Rockwood Trail and ends 300' north at the intersection of Applebury Drive and Tanglebrair Lane.

The preliminary plat for this subdivision was approved on December 3, 1968 and the final plat was approved on May 9 1969. This segment of Applebury Drive has existed with the name Applebury Drive for approximately 33 years. Furthermore, the recorded final plat for the subdivision shows Applebury as the street name for this segment.

There are currently three houses and one lot that would have to change their address if the City Council approves the street name change. At this time, the City has received one letter from one of the property owners opposing the street name change.

The applicant has also requested the spelling of Tanglebrair be corrected to Tanglebriar.

Staff has attached correspondence received by the Planning Division regarding this matter and maps showing the location of the proposed change.

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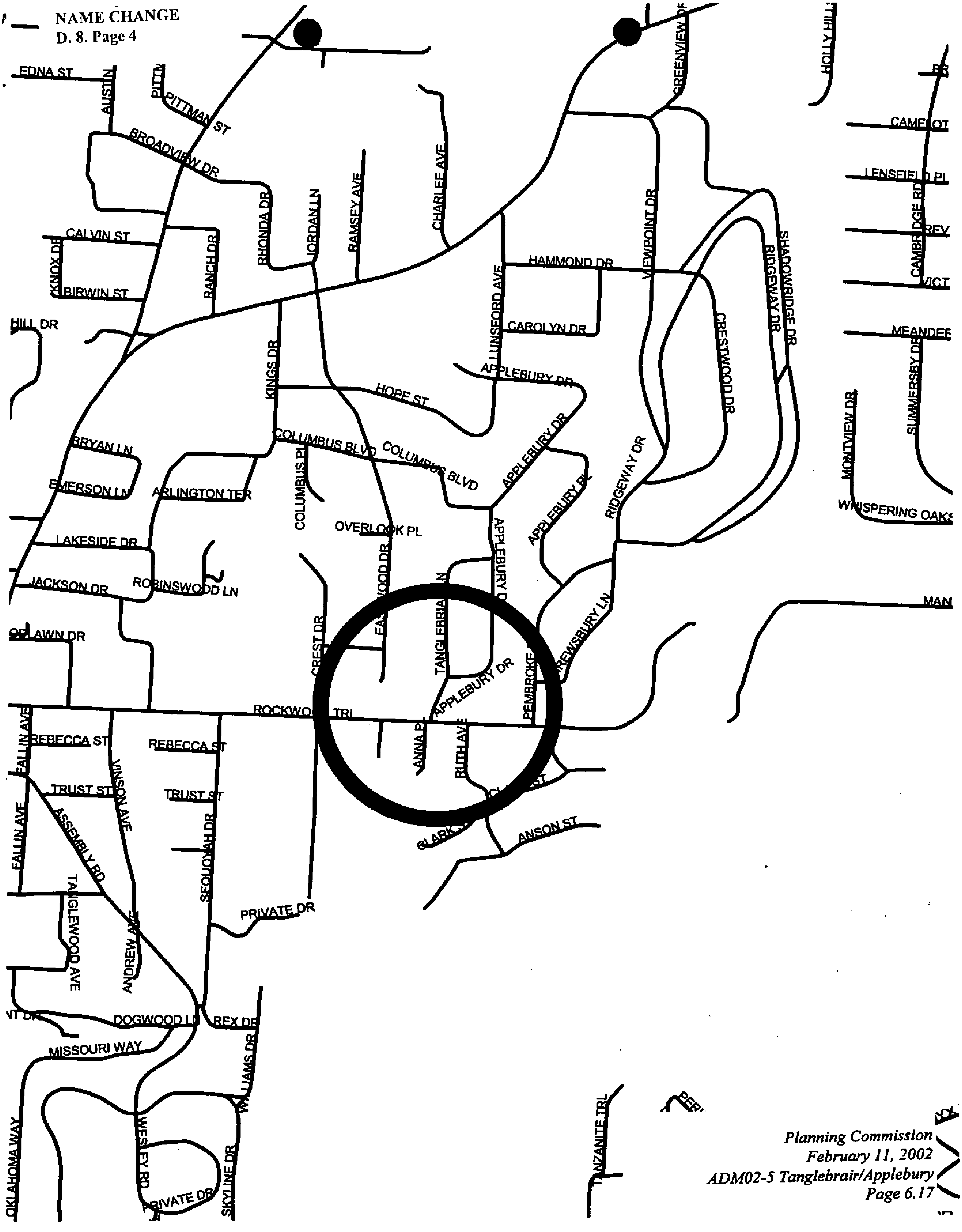
NAME CHANGE
D. 8. Page 4



ADM 02-5.00: Administrative Item (Tanglebriar/Applebury) was submitted by Karen Rose and Dennis Becker for the portion of Applebury Drive that intersects Rockwood Trail. The request is to change the name to Tanglebriar Lane.

Estes: The next item on the agenda is an administrative item submitted by Karen Rose and Dennis Becker for the portion of Applebury Drive that intersects Rockwood Trail. The request is to change the name to Tanglebriar Lane. It will be necessary that I recuse on this item and Commissioner Hoffman will chair.

Hoffman: Thank you. This administrative item is to again, change the name of Tanglebriar to Applebury. Since it is an administrative item I don't see any conditions of approval but I would like the staff to give us their report and then we will take public comment.

Conklin: Members of the Planning Commission, this is an administrative item for a street name change. The City received the street name change request for approximately 300 feet of Applebury Drive to change that to Tanglebriar Lane. The location of the segment is where Applebury Drive intersects with Rockwood Trail. In the approximately 300 feet to the north at the intersection of Applebury Drive and Tanglebriar Lane. We are talking about a 300 foot segment of street currently named Applebury and we are changing it to Tanglebriar. There are three homes that are addressed off this street. A preliminary plat for this subdivision was approved on December 3, 1968. A final plat was approved on May 9, 1969. This segment of Applebury Drive has existed with this name for the last 33 years. The final plat that is recorded over at the county includes the name Applebury Drive partially on this segment. Therefore, I think that is why there is a street sign that states that because it was on the final plat that way. Currently, there are three houses addressed. I did include in your packet some letters of opposition from one of the home owners. The applicant who brought this to our attention has also requested that the spelling of Tanglebrair be corrected to correctly be spelled for the briar part instead of a-I-r to I-a-r. I think that is something that we can probably accomplish here at the city. Also, there is a letter that was handed out this evening by Dwayne Multchin dated February 7th. I want to make sure that you have that. I will not read that into the record. He is concerned that the current situation does cause confusion with regard to police and fire protection getting to Tanglebriar since the street name is Applebury at that intersection of Rockwood. That is all that I have. If you have any questions I would be happy to answer them. Once again, this item after Planning Commission will have to go to City Council for approval. It will be up to the City Council to make that decision.

Hoffman: Thank you Tim. I will take public comment now. Is there anybody that would like to talk to us about this matter?

Public Comment:

Rose: Good evening, I am Karen Rose I live at 919 Tanglebriar. I am also known as Mrs. Dennis Becker. We have lived in Fayetteville since 1978 and we have seen the confusion this sign has caused because on all of the maps going back to the time that we first moved here, and there are a number of companies, for instance, Rand McNally, Accurate Mapping, L&R Mapping, Seager Map Company, maps that come out of Oklahoma, out of Texas, out of our own state. We couldn't find one that had Applebury as connecting to Rockwood Trail so when people try to find Tanglebriar, if they are using a map, old or new, they pass right past where they should be turning off and they kind of wind around the hill for a while trying to find Tanglebriar and they can't find it. When we called emergency services we found that they also have that confusion. We talked to Kathy Stocker at the Police Central Dispatch and she had Tanglebriar off of Rockwood Trail. If you use Yahoo you find that all of the computers have it that way. I started looking into the maps that the city had and I found a couple of them that had kind of an ambiguous map showing Tanglebriar, I hope you have this one, I included it in the packet to you showing Tanglebriar (this is the assessor's map) stopping right there and Applebury Drive coming up there but this was just kind of unnamed on the Assessor's map. I saw a few others that sort of did the same thing. Checking back with my own documents I found a letter from Jim Blair and another one from the man we bought our lot from. They had Tanglebriar (one word) but when I looked at the street it was spelled Tanglebrair. I thought there must have been something happening at the time that they passed this through the Planning people that maybe they had a correction for the spelling, a correction for Tanglebrair going up and so that is why I decided to challenge it to see exactly how we should spell the name and what that section, that little tiny section should be called. The worst thing that happens, besides people not being able to find us, is the confusion that they have when they do look for Applebury. They are turning on Applebury, they see the street sign, they turn on Applebury but then they miss the sharp right turn going up hill. That is what Applebury does. They continue down Tanglebriar and pretty soon they have to stop because they can't find the big numbers they are looking for. They usually stop and ask somebody where the number is and if they know those people and they are around on the other side. It is confusing for people trying to find Applebury addresses as well as Tanglebriar addresses.

Becker: I am Dennis Becker, let me just say a couple of things. We called, as Karen said, Police Department Central Dispatch and asked what they had at that intersection. They have Tanglebriar connecting to Rockwood Trail. We called the Fire Department and asked what they had at that intersection. They have Tanglebriar connecting to Rockwood Trail. Now we have a condition where we have life threatening situation. Emergency services, police department, fire department depending on the maps that all show Tanglebriar intersecting at Applebury. Something needs to be done. We haven't found one map in use right now that shows Applebury going through. As you head up Rockwood you want to turn on Tanglebriar, good luck, you can't find it. We are putting this before you to see if we can solve it in someway.

Hoffman: Thank you very much. Is there anyone else that would like to address this?

Graves: My name is James Graves. I live at 825 Applebury. I am on that little 300 foot section of Applebury. I have written a letter as well. I think they have probably included it in your packet. I am not going to try to stand here, it would be ridiculous for me to suggest not to straighten out an issue with the City's master 911 map. If the maps are wrong then it seems that the maps ought to be what is corrected. As Mr. Conklin pointed out, the street has been named the way it is named now for approximately I would say 30 years or more. If there is confusion, I don't think it would be necessarily if the signage was done properly and the maps were done properly any more confusing than any other street that doesn't intersect with a main road. If you change the 300 foot section of Applebury then Applebury no longer intersects with a main street, it would be intersecting with Tanglebriar. As far as correcting whatever situation there might be there, it could easily be solved by maybe putting a sign where Applebury ends and Tanglebriar starts and correcting whatever issue there is with the city's master 911 map. I know that map could be corrected and fire and emergency services would all have the right information. There are only three houses on that section. One of them is not occupied right now. The owner moved out of the country and so it is for sale. There are only two houses that are actually occupied on that section. What you are putting those four residents in the position of having to do is change every mortgage, every deed, every trust record, every insurance record, everything where that piece of property is listed as an asset, as an insurable piece of property, as a collateral for a loan or what have you, you are going to have to change every single place where that piece of property is listed. It seems to me like the less burdensome thing to do would be to change the signage so it makes more sense there and to correct the 911 maps rather than putting this burden on the people who live there and on a street that has been named the way it is named for thirty some odd years. I don't have any issue with the Becker's concern. I think if there was a 911 emergency and there was a mistake there it would be a terrible thing. I just think is there a compelling reason to grant the petition in the form it is in right now? I don't think so. You've got all kinds of streets like this and that is just a part of living in the city. You've got for example, College Avenue which turns into Archibald Yell which turns into School Street without any kind of sign other than way over on the side and you can't see it unless you are looking for it. You've got, even on the street that our hospital is on, it is North Street, then you cross Garland and it is Wedington. There is no warning for that. It is just the way that things work out and that is the way that this strange little street is. I wouldn't want to have to go through the time and expense, and maybe I'm being selfish, but I don't want to have to do all that if there is another less burdensome way to do it so I would ask that the petition be denied.

Hoffman: Ok, thank you. I am about to close the floor to comment and generally we don't have a discourse between people but if you have one more thing to say then come on up.

Rose: Mr. Graves said there were four families involved, we have talked to the Slucericks, They live on the corner of Applebury and Applebury which really would be called Tanglebriar if they kept their Applebury address I was told by Jim Johnson they could do that. That brings you down to three people affected. One is a vacant lot owned by Ellen Gilcrest and I have a letter from her saying she doesn't care one way or the other. It is a vacant lot and she doesn't want to be a part of the argument. She really doesn't care. That leaves two people, it leaves Mr. Graves and it leaves property that is owned by Procter & Gamble. As a corporation they are evidently going to try to sale that piece of property. That is really not a burden to someone that will eventually have to change a lot of records. It will be done hopefully before they move in or buy the property, I just wanted to make that comment.

Hoffman: Is there anybody else? Seeing nobody else, I will close the public discussion and bring it back to the Planning Commission for comments.

Ward: For twenty-five years I have noticed that the street has been misnamed or should've been Tanglebriar. Being in real estate I was always confused of why it was named Applebury turning in there. I personally think it needs to be changed. I don't know if it takes an administrative item from us to change it.

Williams: I think you just need to make a recommendation to the City Council because my understanding is that only the City Council can actually change a city street's name.\

Motion:

Ward: That is right. I am going to go ahead and move that we approve this ADM 02-5.00, send it to the City Council and let them look at it. It really does need to be named Tanglebriar Lane.

Hoffman: I have a motion by Commissioner Ward, do I have a second? I guess if nobody is going to second it then I will throw in some thoughts here. I too had wondered if the map companies had been contacted. Has anyone tried to call Rand McNally or anybody to see what the procedure is to changing a map. Also, if we could talk to Perry Franklin, our Street Superintendent about making the signage more clear. We also have the situation where you are going down Milsap and it changes to Futrall in the middle of the street. We have a sign that says look out, you are getting ready to go on Milsap or whatever. Would that be possible to do that in this case?

Conklin: I have talked to Perry Franklin. Regardless of whether this is approved or not approved, he has agreed to clarify the signage in the area and to make sure that people realize when it does change. With regard to map companies, most maps the street names are probably generated from our maps at City Hall. Just like the census I worked on, most names and everything are done here at the city. I think that part of the problem is that it is such a short segment that trying to fit a street name in, I didn't include those in your packets, but when you are trying to write a street name on that short segment and you have got Tanglebriar, it is always difficult to list every street name, especially on a 300' street at 1:2,000 foot map or something even smaller than that. I think that is part of the problem. Regardless, either way if it is changed, we can change our maps fairly easily and then we update the census maps and that information gets to the census and people pull off the census tiger maps to make their maps, it will get updated over time.

Hoffman: In essence, we could at this time, without any action go ahead and install more clear signage that would address the concerns of the people that are getting lost and the 911 calls, not have to change all your mortgages, and update the GIS map so when the next editions of the new maps appear then that would be Applebury off Rockwood.

Conklin: Yes. I think part of the problem though, just looking at some of those maps and I'm not the expert here on how they make their maps at Rand McNally but when you get to that level of scale and you are trying to include so much, you type Tanglebriar in and it includes the entire block of Tanglebriar just to get it on that map and it spills over to that area. That is part of the problem. Yes, we could make sure that our maps are correct. I am not sure that that is part of the problem is that our street names are incorrect. I think it is more of a labeling issue. The map that I made I had to physically insert that in there and make it fit.

Marr: If the motion is still out there I am going to second it. I actually drove up there today to take a look at this. I left agenda session on Thursday feeling that I wouldn't support this for some of the reasons that Mr. Graves actually talked about. After going out there today I do think that Tanglebriar seems to be the straight route and when you turn on it you never would know that you were off Tanglebriar if you keep straight which is the way some roads go. I also tried to make some phone calls of people I know that live in the area, just to see if it is one household verses one household issue or is it something that is common in terms of delivery and so forth. I think it is a common problem of people being lost in deliveries and we've seen some of those examples. The thing I struggled with on this is that when does it stop because when I continued on and actually went down the true Applebury and got to the stop sign it appeared to me that the road was Columbus I think it is. According to all of this material we've received, Columbus is only to the left and Applebury continues to the right which I think is another whole issue so where do you stop? I look at this and there is one vacant lot, there is one vacant house that is unoccupied today. We have two other residence. I think that the road appears to be more of Tanglebriar. We are not going to solve every issue but I think this is one that we can so I am going to second the motion.

Hoffman: Ok, thanks. I have a motion by Commissioner Ward and a second by Commissioner Marr, is there any other discussion?

Bunch: I will not be supporting this. I was driving around looking for this location and Rockwood Trail was closed off this afternoon with some emergency vehicles. I went up Assembly Drive trying to get there and I turned to go along Sequoyah and low and behold there were some signs that had arrows on them that said this street goes this way and this street goes this way which it was a very confusing intersection. Also, later when I was driving around looking at some of the other issues we had today I went through some other neighborhoods where streets changed names as you were going down the street. Low and behold there was a sign that says this street ends right here. I looked over my shoulder and there was another sign that says this street begins right here. It seems like there is a fairly simple resolution. There definitely is a problem but it could be done with adequate signage and with some corrections on the map and it would be much less expense to all involved to make the correction in that manner. I can not support this. I would recommend that we not pass this motion and that we come back with another motion to recommend to the

City Council that we do it by signage and correct the spelling on the map. We could do it with map corrections and signage.

Allen: I agree with Commissioner Bunch. I will not be voting for this motion. I think it could be handled through correcting the maps. I think it needs to be done but now that we see that that is going to happen I will not vote for the motion.

Hoffman: Tim, I'm not used to these administrative items. Does it take five affirmative votes or just the simple majority?

Conklin: The simple majority on this one.

Hoffman: We have seven people here so it would take a vote of four?

Conklin: Regardless of the recommendation if it passes or it fails, I'm going to send it to the City Council for their decision.

Hoffman: Ok, I was going to say that I didn't think we needed to have two votes on it and we would just state our preferences and if it is voted up or down they will have the minutes.

Bunch: I do have one question. There is a street light at this intersection as you are approaching the intersection from Rockwood there is a street light on the left, as you are coming from Rockwood, north at this intersection there is a street light on the left and on the right of course, is a normal street sign. Is that street light a private light or is that public property? Does anybody know?

Conklin: I was up there today. I don't recall seeing it, is it on a telephone pole?

Bunch: It is not like the normal ones.

Groves: It is in our yard and as far as I know it is a public right-of-way. It is just a regular tall street light.

Bunch: That would be a very good location to put signage if it is public property both there and on the existing street sign.

Hoffman: Thank you. Is there anyone else before I call the roll?

Marr: I would like to ask Commissioner Ward so that in his motion, whether it passes or fails and goes to City Council that Tanglebriar be spelled correctly as a part of that motion.

Ward: I concur.

Hoffman: Thanks. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 02-5.00 failed by a vote of 5-2-1, with Commissioners Bunch and Marr voting in favor. Commissioner Estes recused.

Hoffman: This motion fails on a vote of five to two to one extension.

Bunch: Since this motion did fail do we need to make a recommendation or does it speak for itself?

Hoffman: It is my understanding that if it is going to the City Council. . .

Williams: I think it speaks for itself just like if you didn't recommend for a rezoning.

Hoffman: The options are also in the letters in our packets and the minutes will be available to the Council members so we will be able to pass the word on that way. Thanks.

Estes: Thank you Commissioner Hoffman for chairing that item.

RESOLUTION NO.______

A RESOLUTION APPROVING THE STREET NAME CHANGE FOR A 300 FOOT SECTION OF APPLEBURY DRIVE TO TANGLEBRIAR LANE, AND TO CHANGE THE SPELLING OF TANGLEBRAIR TO TANGLEBRIAR ON THE CITY'S STREET SIGNS.

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

That the City Council hereby approves the herein mentioned street name change.

PASSED AND APPROVED this ______ day of ____________________, 2002.

APPROVED:

____
Dan Coody, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

Street Name Change
D. 6.

BASSETT LAW FIRM
ATTORNEYS AT LAW
P.O. Box 3618
FAYETTEVILLE, ARKANSAS 72702-3618

W.W. "BILL" BASSETT
WOODY BASSETT
TOD C. BASSETT
WM. ROBERT STILL, JR.†
WALKER DALE GARRETT†
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JAMES M. GRAVES*†
SCOTT E. WRAY*
SHANNON L. FANT*
NICOLE WEEKS FOWLER*

221 NORTH COLLEGE AVENUE
TELEPHONE (501) 521-9996
TELECOPIER (501) 521-9600
www.bassettlawfirm.com

*ALSO LICENSED IN OKLAHOMA

†ALSO LICENSED IN MISSOURI

LINDA DOVER
OFFICE MANAGER

RECEIVED
FEB 27 2002
PLANNING DIV.

February 26, 2002
Re: Name Change on Applebury Dr.

Mayor Dan Coody
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Coody:

On the agenda for the City Council meeting of March 5, 2002 is a Resolution, pursuant to a petition by Dennis and Karen Becker of 919 Tanglebriar Lane in Fayetteville, approving a change of the street sign at the intersection of Rockwood Trail and Applebury Drive, thereby renaming the section of Applebury Drive where I live. The Beckers have requested that the street sign and a section of Applebury be renamed "Tanglebriar" out of a concern that emergency services could become confused about the addressing on this street in its current state. I am opposed to the Petition, and the City Planning staff and City Planning Commission have also recommended a "No Pass" on this matter.

Clearly, the concern of the Beckers in requesting the change is not a concern to be taken lightly. It is undisputed that the City's official 911 maps, and as a result other published maps, have incorrectly shown Rockwood as intersecting with Tanglebriar at that point. However, Rockwood actually intersects with Applebury there, and the plat map on file for the subdivision shows the correct names of the streets involved. Additionally, the City planning staff and Perry Franklin have agreed that all of the City's maps could be easily corrected and signage improved so that there is no danger of First Responders becoming lost in the neighborhood as a result of incorrectly labeled City maps.

My wife, Angie, and I reside essentially at the northwest corner of Rockwood and Applebury (there is a vacant lot between my home and the corner), and my address is 825 Applebury – I do not have a Tanglebriar address. There are only two houses other than mine located on the particular section of Applebury that would be affected. One of those houses is unoccupied. The owners of the other house, Robert and Lois Slusarek, do not support the change either.

It seems to me it would be easier for the City to simply correct its master street plan and 911 maps than it would be for those of us residing at the affected properties to go through the process of changing our addresses. There is no doubt that the primary result of a sign and address change for the properties affected would be time, trouble, expense, and more confusion, not less.

First, a change in my street name would cause me to incur the time and expense involved in changing property records, insurance policies, trust documents, mortgages, deeds, tax records and the like. Any place where that piece of property is listed as collateral, an asset, insured property, assessed property, and so on would have to be changed. It will cost money for document preparation and filing of these changes, and it will take a great deal of attention, time and trouble.

Second, I would have to notify all of my creditors, friends, family, and those who send me mail of the change. As anyone who has ever moved knows, this is a bigger deal than it sounds like it would be, and I would have to do it even though I have not moved anywhere. You can also be certain that the post office would continue to receive mail for the affected properties addressed to "Applebury" rather than to "Tanglebriar." I am concerned that this would result in lost and delayed mail, and even more confusion.

Furthermore, merely changing the sign at the intersection of Rockwood and Tanglebriar and renaming my section of the street would still fail to alleviate the very same situation at the other end of Applebury at its intersection with Columbus Blvd. Applebury comes to a stop sign at that point, and intersects with what appears to be Columbus. A left turn from the stop sign does indeed put you on Columbus. However, a right turn means you are still on Applebury. If you start out on Columbus traveling east, there is not even a stop sign – you just suddenly realize it has turned into Applebury.

There are other examples in town not addressed by the Petition where street names suddenly change without a turnoff – College/Archibald Yell/School Street; Wedington/North Street; and Futrall/Millsap to name just a very few. While this may not be entirely logical, it is simply the way things work out as a City grows and develops. So how far does the City carry this to be consistent? For example, does the City also change the name and the signs for the other end of Applebury, too, and give all of those residences Columbus addresses? That would affect even more properties. The fact is that the City can address this issue by simply utilizing better signage, like it has on Futrall/Millsap -- signs which inform the traveler that they are leaving one street and entering another even though they have not turned.

This suggestion is a much less burdensome approach to solving any potential for 911 emergency response issues in the neighborhood. The fact of the matter is that the Petitioners and anyone else who supports the Petition would not be affected by the change; their address and street name would remain the same even if the change they request is made. I would submit that it is easy to support this if it does not affect you one way or the other. Thus, it may also be easy and expedient for the Council to support a change like this when it would only affect a very few people who live on the section of the street that would be changed. Nevertheless, the effect of the change on those few people would be significant, as I have outlined. I would hope that those effects would weigh heavily into the Council's decision on the issue, particularly when there is a much less burdensome way to address the concerns raised by the Petitioners.

As mentioned, this matter was taken up by the City Planning Commission at its February 11, 2002 meeting as an Administrative item. At the meeting, Tim Conklin, the City Planner, stated that the City could correct all of its maps, and that map publishers like Rand McNally would follow suit once the City made those corrections. He also stated that signage like that on Futrall/Millsap could be added to avoid confusion. The Planning Commission voted, and only two of the Commissioners (Lee Ward and Don Marr) supported the Petition by the Beckers for the change. The Commissioners voting against the measure discussed their opposition as being based on the fact that the City could easily change its maps and make better signage without changing the name of the street and causing problems for some residents. Even Don Marr, who voted in favor of the change, stated that he was nevertheless concerned about precedent in other areas of the City where similar conditions exist, and how far to carry such changes. Thus, the measure now appears on the City Council agenda with a "No Pass" recommendation by the City's planning staff and by the Planning Commission.

The fact of the matter is that Applebury is a strange, quirky street that people have lived with in its current state for over 30 years. Simply put, this is a failure of proper communication by the City. No one wants to see a botched emergency. However, it seems that this could be easily corrected by improvement of the signage and proper updating of the City maps. This would avoid such potential problems without the drastic step of changing addresses for the affected residents.

I appreciate your consideration of my position and opinions.

Sincerely,

James M. Graves

Cc: Robert Reynolds
Brenda Thiel
Cyrus Young
Trent Trumbo
Bob Davis
Kevin Santos
Lioneld Jordan
Kit Williams
Bob Estes
Tim Conklin
James Johnson
Perry Franklin
Dennis and Karen Becker
Robert and Lois Slusarek

ORDINANCE NO. ______

AN ORDINANCE TO WAIVE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND TO APPROVE A CONTRACTUAL AGREEMENT WITH TELE-WORKS, INC. IN THE AMOUNT OF $96,994.00 TO PURCHASE AN AUTOMATED CITIZEN INFORMATION SYSTEM AND A PREPAID TWO YEAR EXTENDED MAINTENANCE AGREEMENT IN THE AMOUNT OF $21,100.00

WHEREAS, the City of Fayetteville sent out Requests For Information (RFI) concerning an automated citizen information system on January 11, 2002, and advertised this RFI in the Arkansas Democrat-Gazette on January 13, 2002; and

WHEREAS, only Tele-works, Inc. responded with a proposal that met all specifications required in the RFI so that it was the only responding source for this required service and system.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that this is an exceptional circumstance in which normal competitive bidding is not feasible or practical in that Tele-Works, Inc. is the sole source for the automated citizen information system with all specifications needed by the City. Therefore, the City Council hereby waives the normal competitive bidding requirements and agrees to the Contractual Agreement with Tele-Works, Inc. attached as Exhibit A which includes both purchase of this system and two years extended maintenance agreement at a total price of $118,094.00 (which includes a contingent amount of $8,818.00).

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody to sign this Contractual Agreement.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

ADM 02-3.00
D. 9. Page 1

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.

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 Manager

Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date: 2/21/02	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and on February 11, 2002 the Fayetteville Planning Commission voted 8-0-0 for approval.

Division Head	Date: 2-15-02
Department Director	Date: 2-21-02
Administrative Services Director	Date: 2/22/02
Mayor	Date: 2/22/02

Cross Reference

New Item: **Yes**

Prev Ord/Res #: ___

Orig Contract Date: ___

Orig Contract Number: ___

'TTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
THRU: Hugh Earnest, Urban Development Director
FROM: Tim Conklin, A.I.C.P., City Planner
DATE: January 18, 2002

BACKGROUND

The Planning Commission, at their regular meeting of January 14, 2002, passed a resolution directing staff to work with the City Attorney's office to draft an ordinance which would allow approval of a conditional use permit for a liquor store in the C-1 zoning district. On February 11, 2002, the Planning Commission approved the proposed amendments. Minutes from the January 14th and February 11th Planning Commission meetings as well as the draft ordinance are attached for your consideration. This ordinance has several sections, as many parts of the UDO will need to be modified in order to allow for this option. The proposed amendments are as follows:

- A new "Use Unit" will be created and will define liquor stores
- Use unit 16 will be amended to remove liquor stores as a permitted use under that use unit
- Description of the C-1, Neighborhood Commercial district will be amended to include a new use unit (34) for liquor stores as a use allowable on appeal to the Commission (conditional use)
- Descriptions of the C-2, C-3 and C-4 districts will be amended to include the new use unit (34) as a use by right within those districts – these districts already allow this use by right

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend the City Council approve the proposed amendments.

RECOMMENDATION

The Planning Commission recommends passage of the requested amendments.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commissioners

FROM: Dawn T. Warrick, Sr. Planner

DATE: February 4, 2002

SUBJECT: Liquor Store Ordinance

The Planning Commission at their regular meeting of January 14, 2002, passed a resolution directing staff to work with the City Attorney's office to draft an ordinance which would allow approval of a conditional use permit for a liquor store in the C-1 zoning district. Minutes from the January 14th meeting as well as the draft ordinance are attached for your consideration. This ordinance has several sections, as many parts of the UDO will need to be modified in order to allow for this option. The changes are as follows:

- A new "Use Unit" would be created and will define liquor stores
- Use unit 16 would be amended to remove liquor stores as a permitted use under that use unit
- Description of the C-1, Neighborhood Commercial district would be amended to include a new use unit (34) for liquor stores as a use allowable on appeal to the Commission (conditional use)
- Descriptions of the C-2, C-3 and C-4 districts would be amended to include the new use unit (34) as a use by right within those districts – these districts already allow this use by right

EXHIBIT "A"

§161.13 DISTRICT C-1 NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 34	Liquor Store

C. Bulk and Area Regulations/Set-backs. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

EXHIBIT "C"

§161.15 DISTRICT C-3 CENTRAL COMMERCIAL.

A. Purpose. The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district or regional shopping centers which provide a wide range of retail and personal service uses.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 5	Government Facilities
Unit 9	Multifamily Dwelling – Low Density
Unit 10	Multifamily – High Density
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 18	Gas Service Stations and Drive-in Restaurants
Unit 19	Commercial Recreation
Unit 34	Liquor Store

2. Uses Permissible on Appeal to Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public protection and Utility Facility
Unit 19	Trades and Services
Unit 28	Center for Collecting Recyclable Materials

C. Bulk and Area Regulations/ Setbacks. Setback lines shall meet the following minimum requirements:

	Central Business District	Shopping Center
From Street ROW	5 ft.	25 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.	50 ft.
From Side Property Line	None	None
From Side Property Line When Contiguous to a Residential District	10 ft.	25 ft.
From Back Property Line Without Easement or Alley	15 ft.	25 ft.
From Centerline of a Public Alley	10 ft.	10 ft.

EXHIBIT "E"

P. Unit 16. Shopping Goods.

1. Description. Unit 16 consists of stores selling retail goods which are ordinarily purchased less frequently and often have a community-wide or regional market.

2. Included Uses.

Retail Trade Establishments:	-Fur Apparel -Millinery
Automotive, Marine Craft Establishment:	-Auto Accessory Store -Auto Sales -Boat and Accessories -Bookstore -Dry Goods -Garden Supply
General Merchandise Establishment:	-Department Store -Mail Order -Trading Stamp Redemption Store -Hardware Store
Home Furniture:	-Appliances -China/Glassware -Draperies, Curtains -Floor Coverings -Furniture -Music Instruments
Service Establishments:	-Branch Community Facility -Library -Post Office
Personal Services:	-Auto Rental Agency Office -Barber and Beauty Shops (with more than 4 chairs) -Costume Rental Service -Detective Service -Dry-Cleaning Service -Interior Decorating -Optician/Optometrist -Photo Finishing -Photographic Studio -Picture Framing -Reading Rooms -Reducing Salon -Sign Painting -Social and Welfare Agency -Gunsmith -Locksmith -Watch and Jewelry Repair
Transportation Service:	-Bus Station -Express Service -Helistop -Railway Terminal -Taxicab Station

ADM 02-3.00: Administrative Item (Liquor Stores) was submitted by Planning Division for Planning Commission consideration of an ordinance amending Zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.

Estes: The next item on the agenda is item number 8, this is submitted by the Planning Division for Planning Commission consideration of an ordinance amending Zoning Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts. This item was first proposed by Commissioner Marr at a regularly scheduled meeting of this Commission and is now before us for our consideration. Mr. Conklin, is there any presentation?

Conklin: Yes, I will briefly go over the proposed changes to our zoning ordinance. The Planning Commission, on January 14^{th} , did pass a resolution directing staff to work with our City Attorney's office to propose an amended ordinance to amend our zoning district to allow liquor stores as a conditional use in a C-1 zoning district. We have attached those minutes for your reference as a part of this packet. This amendment would create a new use unit which would create the liquor store use unit and would define what a liquor store is. Use Unit 16, which currently has the liquor store term in there, would be amended to remove liquor store as a permitted use under that use unit. The description of the C-1 zoning district would be amended to include the new use unit 34 which is our liquor store use unit as a use allowable on appeal to the Planning Commission. That means that by doing this amendment an individual in a C-1 zoned property could apply for a conditional use which would be brought before the Planning Commission for approval. The descriptions in the C-2, C-3, C-4 zoning districts would have to be amended to include use unit 34 within those districts. Those zoning districts and that use unit 34 would replace the unit 16 once that is removed. There would be no change within those zoning districts other than to make sure that use unit 34 appears within those zoning districts. That is the proposed amendments to the zoning ordinance. It takes a little work to change the use unit and the different zoning districts so that is why it is kind of detailed. If you have any questions I would be more than happy to try to answer them.

Public Comment:

Estes: Thank you Mr. Conklin. Is there any member of the audience who would like to comment on ADM 02-3.00? Seeing none, I will bring it back to the Commission for discussion, motions, or any questions of Mr. Conklin.

Motion:

Marr: I would like to thank staff for drafting this proposed ordinance to be forwarded to the City Council. As we talked about earlier, I think it is important that we have this as an option and not have the requirement of a C-2 zoning which would allow uses that may otherwise be inappropriate. I would like to move for approval of ADM 02-3.00 to forward to the City Council.

Estes: We have a motion by Commissioner Marr to approve ADM 02-3.00 and to forward to the full City Council the recommended ordinance change, is there a second?

Hoffman: I will second it.

Estes: We have a second by Commissioner Hoffman, is there any discussion?

Williams: Mr. Chairman, my only discussion is I think you will approve this and I would encourage members of the Commission to appear before the City Council when this does come to the City Council so you can advise them why you recommend such a change.

Estes: Thank you Mr. Williams. Is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to forward ADM 02-3.00 to the City Council was approved by a vote of 8-0-0.

Estes: The motion passes by a unanimous vote of eight to zero.

ADM 02-3.00: Administrative Item (Liquor Store) was submitted by City Planning staff for Planning Commission consideration of a resolution directing staff to bring forward an ordinance allowing liquor stores to be located within the C-1 zoning district as a use permitted on appeal to the Commission (conditional use).

Estes: The last item on the agenda is an administrative item. This is submitted by our City Planning Staff for Planning Commission consideration of a resolution directing staff to bring forward an ordinance allowing liquor stores to be located within the C-1 zoning district as a use permitted on appeal to the Commission (conditional use). This is in response to Commissioner Marr's suggestion and request made at the agenda session. Tim, is there anything that we need to know about this administrative item?

Conklin: This administrative item will be brought forward to the Commission if you do vote and direct staff to bring forward an ordinance amending our zoning code. Our idea is to remove liquor stores from use unit 16 which is a group of uses that probably contain about thirty different uses and create a separate use unit in order to separate that out and make this a conditional use in a C-1 zoning district. We would work with the City Attorney's office to bring forward an ordinance that would amend our zoning code and create a new use unit for a liquor store.

Estes: Is there any discussion? Commissioner Bunch.

Bunch: The use unit would remain as a use by right in C-2?

Conklin: Yes.

Bunch: It would just be by conditional use in C-1?

Conklin: Yes. If we don't break it out from Use Unit 16 it would include all the uses allowed in Use Unit 16. This is one way to accomplish amending our zoning code without allowing all of these other uses as conditional uses.

Marr: One of the reasons that we talked about it at agenda session is I thought it was important as a Commission if we all supported that or the majority supported that. I thought we needed to basically present it in that manner. I'm uncomfortable with just one single use like that that I think we tend to make some exceptions. We are giving an ok for all the uses in a C-2. There are certain situations where I think it should be more limited to uses in a C-1 which was the premises for my original comments.

Ward: Tim, do you feel like there was any other uses that we see coming to us quite a bit other than liquor stores that would fall under the same?

Conklin: Recently we amended our C-1 zoning use, excuse me, let me back up. We amended Use

Unit 15 and added additional uses within Use Unit 15 which are the uses allowed under a C-1 zoning district. That has resulted in fewer rezonings for clothing stores and other types of retail that was only allowed in C-2. I think that this liquor store will probably result in fewer rezonings too with regard to liquor stores. We haven't really seen any other rezonings that have been applied for based on a use that may be appropriate in C-1 but is now only allowed in C-2.

Estes: Is there any other discussion?

Hoffman: I'm definitely in support of this change to our zoning ordinance and I think that when we look at a conditional use in a C-1 zone for a liquor store that that gives us much more control over those uses on those sites and we don't have to rezone large tracts of land that could let other uses in besides liquor stores. I don't want to call it spot zoning because that is an unpopular term but I do think we need this. I would like to thank Commissioner Marr for bringing it up.

Estes: Ok, is there any other discussion? Is there a motion?

Hoffman: Do we need one?

Estes: Do we need a motion?

Conklin: Yes, I would like the Commission to vote on that and direct staff to bring that forward. Typically, within any of our ordinances, this past year I found myself having one or two individuals, Commissioners or non-Commissioners bringing issues forward. I want to have some clear direction that there is a consensus on the Commission that this is something that we want to study and bring forward so we don't spend a lot of time on an issue that maybe the rest of the Commission doesn't think it is important for us to amend the ordinance or add an ordinance.

Motion:

Estes: Let me make a motion that we direct staff to bring forward an ordinance allowing liquor stores to be located within a C-1 zoning district as a use permitted on appeal to the Planning Commission and that such ordinance be put before this Commission for determination.

Marr: I'll second.

Estes: We have a motion by the Chair and a second by Commissioner Marr. Is there any other discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 02-3.00 was approved by a vote of 9-0-0.

Estes: The motion passes by a unanimous vote of nine to zero. Tim, is there any other business to come before the Commission?

Conklin: I would just like to keep the Commission informed with the ongoing impact fee study. Our consultant will be back on Wednesday, February 6, 2002. I will have information to you. Our City Council has asked that the consultant bring forward the water and waste water study ahead of road impact fee and the analysis of our park land dedication. I do intend, or the consultant intends to provide to the city mid-January, in a week or so, a draft road impact fee study. We will have Jim Duncan, the principal of Duncan & Associates here. Right now we are looking at possibly a joint meeting with the Planning Commission and City Council to look at wastewater and we will have more information on that. I just wanted to give you a heads up on something that is coming up and that is that our impact fee consultant will be here Wednesday, February 6, 2002. Thanks.

Estes: Are there any other announcements? We will stand adjourned.

Meeting adjourned: 7:15 p.m.

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of March 5, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUIRED: To approve a resolution for ADM 01-47.00 to update census data; the community facilities section; add an annexation policy; and reorganize the General Plan 2020 for easier use.

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 Manager

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: Staff recommended approval and on February 11, 2002 the Fayetteville Planning Commission voted 8-0-0 for approval.

Division Head — Date 2-15-02

Department Director — Date

Administrative Services Director — Date 2/22/02

Mayor — Date 2/22/02

Cross Reference

New Item: **Yes**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

'ETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: **Mayor Dan Coody**
Fayetteville City Council
FROM: **Shelli Rushing, Associate Planner**
THRU: **Tim Conklin, City Planner**
DATE: **February 15, 2002**

BACKGROUND

ADM 01-47.00: Revision and reorganization of General Plan 2020 to update census data; update the community facilities section; add an annexation policy; and reorganize for easier use.

On December 19, 1995, the City Council adopted General Plan 2020 with Resolution No. 147-95. Part of the resolution required that major revisions of the General Plan be scheduled every five years. In June 2000, the General Plan 2020 Subcommittee met to revise the plan, as required in Resolution 147-95. After holding eight public hearings, the City Council adopted the 2000 revision of General Plan 2020 on December 19, 2000 with Resolution Number 170-00 A-C.

In Spring 2001, 2000 Census data for Arkansas cities was published on the U.S. Bureau of the Census web site. The data indicated significant changes in population and housing that are important to planning activities and staff began updating the census data in the general plan. In doing so, staff determined that the Community Facilities section was in need of an update and proceeded with the revision.

In researching the procedures for adopting an annexation policy, it appeared that an Annexation Element was often included in a city's general plan. Since General Plan 2020 was already undergoing a revision, it was determined an appropriate time to draft a policy to include in the plan. Finally, the revisions and updates resulted in some reorganization of the plan to ease the task of finding information.

In Summer 2001, staff notified the Planning Commission that these revisions were taking place and would be presented to them at the end of the year. The revised General Plan 2020 was distributed to the Planning Commission at the December 13, 2001 planning commission retreat.

CURRENT STATUS

The Planning Commission voted 8-0-0 to recommend the City Council approve the revisions to General Plan 2020.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the revisions to General Plan 2020.

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RESOLUTION NO. __________

A RESOLUTION APROVING THE GENERAL PLAN 2020.

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

That the City Council hereby approve the General Plan 2020. A copy of the plan is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this ________ day of ___________________, 2002.

APPROVED:

By: ____________________________
Dan Coody, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

ΓTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: **Planning Commission**
FROM: **Shelli Rushing, Associate Planner**
THRU: **Tim Conklin, City Planner**
DATE: **February 7, 2002**

ADM 01-47.00: Revision and reorganization of General Plan 2020 to update census data; update the community facilities section; add an annexation policy; and reorganize for easier use.

BACKGROUND

On December 19, 1995, the City Council adopted General Plan 2020 with Resolution No. 147-95. Part of the resolution required that major revisions of the General Plan be scheduled every five years. In June 2000, the General Plan 2020 Subcommittee met to revise the plan, as required in Resolution 147-95. After holding eight public hearings, the City Council adopted the 2000 revision of General Plan 2020 on December 19, 2000 with Resolution Number 170-00 A-C.

In Spring 2001, 2000 Census data for Arkansas cities was published on the U.S. Bureau of the Census web site. The data indicated significant changes in population and housing that are important to planning activities and staff began updating the census data in the general plan. In doing so, staff determined that the Community Facilities section was in need of an update and proceeded with the revision.

In researching the procedures for adopting an annexation policy, it appeared that an Annexation Element was often included in a city's general plan. Since General Plan 2020 was already undergoing a revision, it was determined an appropriate time to draft a policy to include in the plan. Finally, the revisions and updates resulted in some reorganization of the plan to ease the task of finding information.

In Summer 2001, staff notified the Planning Commission that these revisions were taking place and would be presented to them at the end of the year. The revised General Plan 2020 was distributed to the Planning Commission at the December 13, 2001 planning commission retreat.

RECOMMENDATION

Staff recommends that the Planning Commission approve the revised and reorganized General Plan 2020.

H:\USERS\COMMON\SHELLI\STAFFREPORTS\GENERAL PLAN.WPD

FINDINGS

General Plan 2020 has been reorganized into the following outline:

Part A. Existing Conditions

Chapter 1	Setting and Organization of the General Plan
Chapter 2	Community Context
Chapter 3	Population Characteristics
Chapter 4	Housing
Chapter 5	Employment and Income
Chapter 6	Community Services and Facilities
Chapter 7	Planning Constraints and Resources
Chapter 8	Circulation

Part B. Plans and Policies

Chapter 9	Future Land Use Plan
Chapter 10	Master Street Plan
Chapter 11	Annexation Policies

The following changes and revisions have been made:

- Census data for the following items were revised: population, gender, age, ethnic origin, households and group quarters, housing occupancy and tenure.
- The following data was not yet published by the 2000 Census at the time of the revision and continues to present the 1990 census data: educational attainment, value of owner occupied housing, gross rent, occupation, and income.
- Employment and income data was expanded with data for Fayetteville as well as the Metropolitan Statistical Areas, which consists of Benton and Washington Counties, provided by sources other than the 2000 Census.
- Population projections remain the same as calculated in 1995, but projections for 2000 were compared with the actual population.
- The planning area boundary was revised to reflect recent changes.
- The Community Facilities section was updated with the assistance of the various departments and a section on the library was added.
- The Circulation and Master Street Plan were slightly reorganized, but no text changes were made.
- The guiding policies and implementation strategies were incorporated into the Future Land Use Plan, however, no changes or additions were made to the policies or strategies.
- An annexation element was added to establish guiding policies for annexing property into the city of Fayetteville. The annexation element is attached.

11 ANNEXATION

11.1 Purpose

Annexation is the inclusion of previously unincorporated lands within the city limits. Annexation has benefits to the residents of the annexed area as well as to the City. The residents gain access to urban services, such as enhanced police and fire protection, and have a voice in city government. The City gains the ability to control development and extend boundaries in a logical manner.

The purpose of this planning element is to take a more active approach toward annexations by identifying potential annexation areas and establishing annexation policies. The annexation policies will guide evaluation of future annexation proposals. The policies are designed to ensure that public services, infrastructure, and utility extension is properly addressed in order to manage growth. The potential annexation areas can become part of the city when annexation policies are met.

11.2 History and Trends

The original town was incorporated in 1870 with approximately 1200 acres. Since incorporation, the city has made 115 annexations, totaling 28,903.16 acres. Annexation activity was relatively slow until the 1940s, when over 2,500 acres were annexed with 10 annexations. During the 1950s, almost the same number of annexations took place, however, the total land area annexed was significantly smaller than in the 1940s. By the 1960s, annexation activity increased dramatically, with 42 annexations bringing over 18,000 acres into the city limits. Annexation numbers dropped in 1970 and stayed steady until the 1990s, when the number of annexations tripled from the 1980s. In 2000, the city contained 45 square miles.

TABLE 11.1
ANNEXATION HISTORY
Fayetteville (1870 - 2001)

Time Period	No. of Annexations	Total Acres
1870	Original Town	1,202.48
1910	1	160.57
1932	1	83.60

TABLE 11.1
ANNEXATION HISTORY
Fayetteville (1870 - 2001)

1940 - 1949	10	2,572.05
1952 - 1958	9	1,194.66
1960 - 1969	42	18,250.55
1970 - 1978	12	1,347.14
1980 - 1988	9	1,591.87
1990 - 1999	27	2,106.70
2000 - (Aug) 2001	4	393.54
Total	115	28,903.16

Source: City of Fayetteville,GIS, August 2001

The Historical Annexation Map is located in Appendix B.

TABLE 11.2
SIX LARGEST ANNEXATIONS
Fayetteville (1870-2001)

Ordinance Number	Acres	Year
889	1,765	1946
1258	1,489.24	1961
1274	2,138.61	1961
1479	1,267.69	1966
1556	11,376.66	1967
2857	1,286.45	1982

Source: City of Fayetteville, GIS, August, 2001

Approximately 60 percent of the total annexations can be attributed to six single annexations. Each of these annexations included more than 1,000 acres. Four of those six annexation occurred during the 1960s. The most significant annexation was in 1967 that added over 11,000 acres to the city limits.

Until 1960, the number of persons per acre remained relatively high, but decreased between 1940 and 1960. The significant drop in persons per acre from 3.9 in 1960 to 1.3 in 1970 is reflective of the significant land area annexed during this time. The trend of decreasing persons per acre reversed in 1980 and increased over the next two decades. By 2000, the persons per acre was 2.2.

FIGURE 11.1
LAND AREA AND POPULATION
Fayetteville (1940-2000)

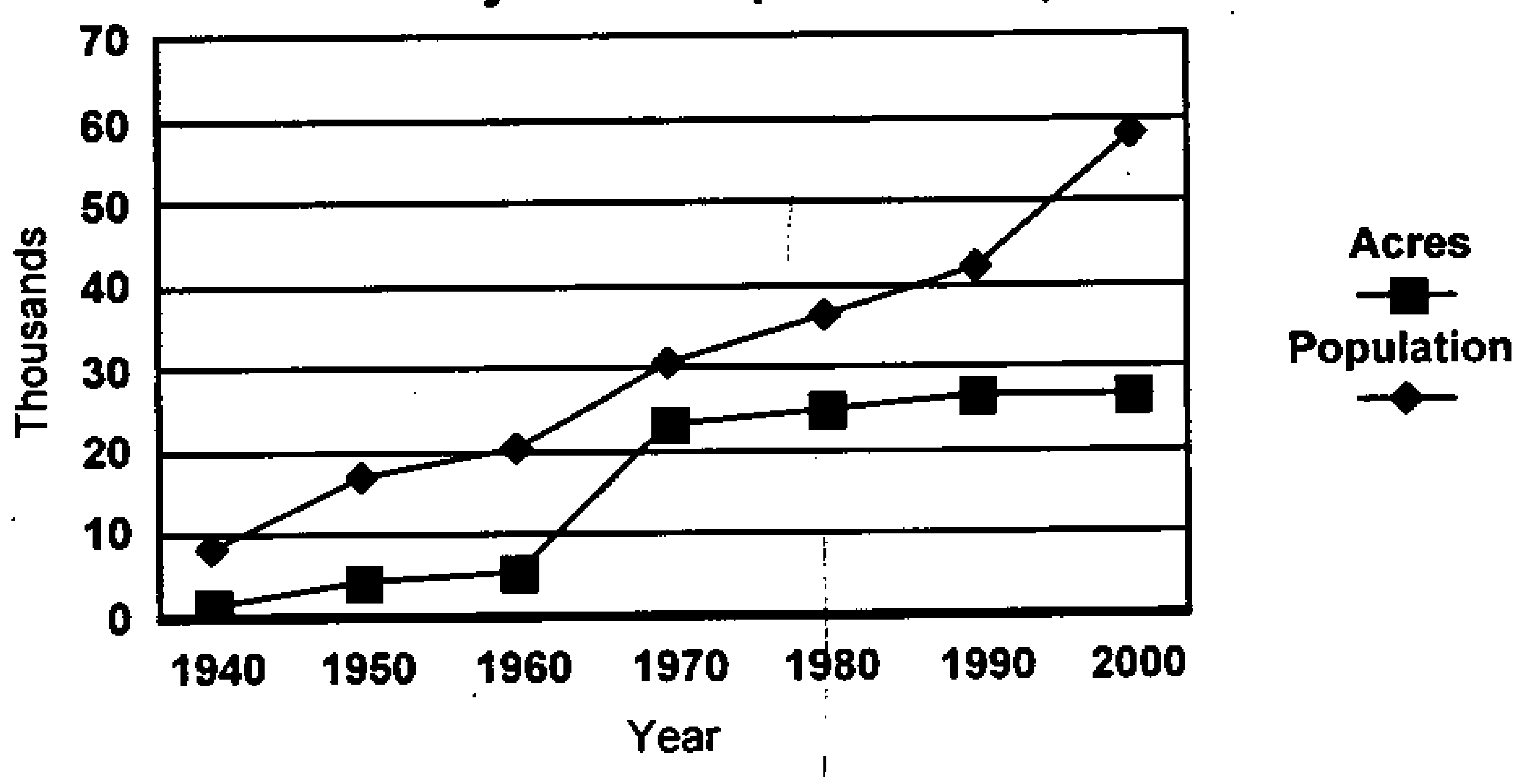

TABLE 11.3
POPULATION VS. LAND AREA
Fayetteville (1940-2000)

Year	Population		Land Area		Persons Per Acre
	Persons	Percent Change	Acres	Percent Change	
1940	8,212	--	1,446.65	--	5.6
1950	17,017	107.2%	4,018.70	177.79%	4.2
1960	20,274	19.1%	5,213.36	29.73%	3.9
1970	30,729	61.7%	23,463.91	350.1%	1.3
1980	36,608	19.1%	24,811.05	5.74%	1.5
1990	42,247	15.0%	26,402.92	6.42%	1.6
2000	58,047	37.9%	26,756.46	7.98%	2.2

Source: 2010 General Plan Addendum; City of Fayetteville, GIS, August 2001

11.3 State Statutes on Annexation

Arkansas Statutes

Title 14, Chapter 40 of the state statute discusses annexation. Annexations can be initiated by a municipality or by property owners.

A municipality can annex contiguous lands, lands surrounded by the municipality, and land contiguous and in adjacent counties. To annex any contiguous lands, the governing body must adopt an ordinance, passed by two-thirds of the governing body and hold an election of the people. Those lands must meet one of the following criteria:

- Platted and held for sale or use as municipal lots;
- Whether platted or not, if the lands are held to be sold as suburban property;
- When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- When they are valuable by reason of their adaptability for prospective municipal uses.

Contiguous lands must not be annexed if they meet either of the following criteria:

- Have a fair market value at the time of adoption of the ordinance of lands used only for agricultural or horticultural purposes and the highest and best use of the land is for agricultural or horticultural purposes; or

- Are lands upon which a new community is to be constructed with funds guaranteed in whole or in part by the federal government under Title IV of the Housing and Urban Development Act of 1968 or under Title VII of the Housing and Urban Development Act of 1970.

To annex land surrounded by a municipality, the governing body can propose an ordinance to annex the property. Again, the lands must meet the criteria listed above. A public hearing must be held within 60 days of the proposed ordinance. A majority of the governing body must approve the annexation for it to become effective.

Property owners in areas contiguous and adjacent to a municipality may request annexation. They can apply with a petition of the majority of land owners in the area, if the majority of the total number of owners own more than one-half of the acreage affected.

11.4 Potential Annexation Areas

The potential annexation areas should be identified by the City using the following criteria.

- Areas that are already urban in character.
- Areas than can be developed at urban densities.
- Immediate areas are those that are peninsulas or islands, where municipal services have already been extended.
- Vacant lands that are subject to development pressure.
- Areas where urban services are already provided.
- Areas where urban services are needed.

11.5 Unincorporated Islands

To clear up boundaries for ease in providing services, such as fire and police, unincorporated islands need to be incorporated. The City has identified 14 land areas that are surrounded by the city limits. All of the candidates, with the exception of three, are indicated on the Future Land Use Plan as residential. Of the three exceptions, one is planned for Private Open Space and the other two are for University, which are the properties' existing land use. If all of the unincorporated islands are annexed, the land area would increase by 1,351.73 acres for a total of 28,108.19 acres in Fayetteville.

TABLE 11.4
ANNEXATION CANDIDATES - UNINCORPORATED ISLANDS
Fayetteville (2001)

Candidate	Acres	Existing Land Use	Future Land Use
1	26.72	Residential	Residential
2	163.94	Residential	Residential
3	4.38	Vacant	Residential
4	1.00	Residential	Residential
5	3.20	Residential	Residential
6	12.23	Vacant	Residential
7	.025	Vacant/Cemetery	Residential
8	280	Residential	Residential
9	75.75	Residential	Residential
10	74.92	Residential/Open space	Private Open Space
11	700	University	University
12	0.75	University	University
13	0.51	Residential	Residential
14	8.30	Residential	Residential
TOTAL	1,351.73		

Source: City of Fayetteville, GIS, Annexation Candidate Maps, 2001.

Maps of the annexation candidates are in Appendix C.

11.6 Annexation Guiding Policies

Boundaries

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.
11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
11.6.d Boundaries for annexed areas should follow natural corridors.
11.6.e Timing of services within annexation areas should be considered.

Environmentally Sensitive Areas

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

11.6.g Public services must be able to be provided efficiently in newly annexed areas.
11.6.h Annexed areas should receive the same level of service of areas already in the city limits.
11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

11.6.j Areas currently served by utilities and other public services should be annexed.
11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

11.6.m Promote long-range planning with adjacent jurisdictions.
11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

11.6.o Designate zoning districts for the property during the annexation process.
11.6.p An annexation study should be completed on all annexation proposals.
11.6.q Development proposals require a separate review from the annexation proposals.
11.6.r Residents should be fully informed of annexation activities.
11.6.w Encourage larger annexations to create acceptable boundaries.
11.6.t Conduct a fiscal impact assessments on large annexations.

ADM 01-47.00: Administrative Item (Revision of General Plan 2020) to update census data, the community facilities section: add an annexation policy, and reorganize for easier use)

Estes: The next item on the agenda is also an administrative item, it is a revision and reorganization of the General Plan 2020 to update census data, the community facilities section and add an annexation policy and reorganize for easier use. Staff recommends that the Planning Commission approve this revised and reorganized General Plan 2020. Shelli, will you be making the presentation?

Rushing: Yes I will. Good evening. I would like to briefly go over some of the changes and the additions to General Plan 2020, just to highlight a few of the things that came out of the census 2000 data as well as some recommended additions or changes. This is a good time to go over the general purpose of our general plan 2020. This has not changed but I do want to go over this. Basically our General Plan establishes long range policies and implementation strategies that will help us manage and guide future growth and development. The time period for the General Plan started in 1995 and lasts through 2020. The plan was adopted in 1995 and was updated in 2000 as required by ordinance. It is required that we update that every five years. The General Plan also provides policies and strategies to be used when changes in land use are proposed, when new developments are being planned or when changes to existing development regulations are being considered. I am going to go over a couple of the reasons of why we are recommending some updates and revisions to the General Plan. Last spring the 2000 census data became available which changed our numbers for population and housing. They showed a significant increase in our population and a couple of trends in housing that we felt like it was important to get into our general plan. Also, when the plan was updated in 2000 the community facilities section was not updated and since we are making the revisions at this time we thought that it would be a good time to go ahead and make those changes at this point. We also have decided that the city wanted to adopt an annexation policy and that including that in the general plan would be the best place to put that policy so we have done that in this revision. Since so many changes were being made we thought it would be a good time to go ahead and reorganize the plan so it would be easier to find information that you are looking for. The outline of the plan has changed. There are two sections. The first is the existing conditions. The second is the plans and policies. Part A is the existing conditions and it includes the setting of an organization, that is the general plan itself, community context, those two sections did not change. The following few sections did: Population characteristics, housing, employment and income and community surfaces and facilities. That section was updated by contacting the various departments and asking them to revise that section of the plan. Planning Constraints and Resources, Circulation Chapters did not change. Part B is the plans and policies and that includes the future land use plan which did not change. All of that information stayed the same. The Master Street Plan which also stayed the same and the Annexation Policy which is a new addition to the General Plan. These have not changed but I wanted to go over them since we are reviewing our General Plan. Some of the principles of the General Plan include creating a sense of place and connectivity within neighborhoods and community, containing and strengthening the emergence of multiple activity centers, enhancing and revitalizing older urban areas, relating the natural and built environments through community design, increasing transportation efficiency, and increasing affordable housing. Let me go over a few of the key findings. I will do that for Population and Housing. First of all, the 2000 population was 58,047 persons, this is an increase of almost 38% from 1990. That is pretty consistent with the trends for the Northwest Arkansas region which includes Washington and Benton counties. The region increased by 47.5% during that same time period. Fayetteville has a median age of 26.9, a median age is calculated by half of the population is under that age the rest of the population is over that age. It is pretty low in comparison to the rest of the region. Washington County has a median age of 30.8 and Benton County has a median age of 35.3. We are pretty consistent with 1990, we have slightly more males than females, that didn't change much over the ten year time period. When you look at ethnic origin, Caucasians continue to represent the largest portion of the population, 86.5% but this percent of total population has decreased during the 1990's. It was over 90% in 1990. A lot of that is due to the increase in the African American population and the Hispanic population. African Americans represent 5.1% of the population of Fayetteville. This number has doubled since 1990. The number of Hispanics has tripled and represents 4.9% of all persons in the city. The 1995 General Plan made projections for population from 1995 to 2020. The projected population for 2,000 was 56,429. This is 1,600 less than what the actual population was so we were off slightly on our projections. We did not change those numbers in the plan though. The projections stay the same as they were in 1995. When we looked at housing we found that the vacancy rate decreased from 10.3 in 1990 to 6.6 in 2000. We find that renter occupied units outnumbered our owner occupied units by over 2000 units. The persons per occupied unit is 2.21 and this is slightly less than the rest of the region. The number of duplex and multi-family units increased at a greater rate than the single family units did. This table just shows you a breakdown of the residential housing types built during the 1990s. You will see that the single family units, we added almost 4,000. Duplex and multi-family units we added approximately 4,300. The percent of single family verses duplex is starting to shift a little bit due to the increase of duplex and multi-family construction. The highest building permit activity in the 1990s occurred between 1993 and 1995 when we had approximately 3,400 building permits. During the 1990s 48% of all units built were single family units, 13% were duplex and 39% were multi-family. One of the things that we do when we look at housing is to look at the age of the housing and we found that ¼ of all dwelling units were built in the 1990s but we also found that 50% of all housing is more than 20 years old in the city. I am going to go over a few findings of employment income. I do want to point out that the 2000 census data for employment income will be out this spring. The numbers that we are using here are from different sources than the U.S. census. They come from economic surveys that were conducted in 1997 but since we are updating other information we wanted to try to bring this as up to date as we could. In Fayetteville we find that retail trade accounts for ¼ of all of the establishments. The largest number of employees are in retail trades as well as manufacturing. Employment in Fayetteville is projected to be at about 45,000 people by the year 2020. The reason we only give you a projection here is because we do not have that actual number from the census yet. Hopefully we will have that this spring. The data that we looked at looks mostly at the metropolitan statistical area which is Benton County and Washington County so we wanted to include some of that information. It might give us an idea of what is going on in the region. The MSA labor force increased by 49,000 employees between 1990 and 2000 which is a 35% increase. The unemployment rate dropped from 3.8 in 1990 to 2.1 in 2000. The per capita personal income was $24,000 which is an increase of almost 52% from 1989. That is just an overview of some of the data that we updated in the General Plan. I wanted to go over the guiding policies and implementation strategies just to refresh your memory with this. Those listed here represent the categories in the Future Land Use Plan except for the last three, which is the Historic District, Environmental Resources and Community Character. None of those categories changed. All of the policies and strategies remained the same. The newest part of the General Plan is the annexation chapter. The purpose of this is to take a proactive approach towards annexations by identifying potential annexation areas and establishing annexation policies and criteria for reviewing annexations. A quick outline of the annexation chapter, we go over the purpose of the chapter, which you just saw. We discuss some history in terms of annexation in the city, identify some guidelines for what would be good to control annexation areas, identify the unincorporated islands and provide those annexation policies which is really the meat of the new chapter. A couple of guidelines when looking at potential annexation areas. They are areas that already urban in character, areas that can be developed at urban densities, needed areas are those that are peninsulas or islands where municipal services have already been extended, vacant lands that are subject to development pressure, areas where urban services are already provided or need to be provided. The guiding policies are broken down into categories. The first is the boundaries, the second is the environmentally sensitive areas. Next is how we provide emergency and public services. Infrastructure and utilities to those new areas, establishing some policies for dealing with the county and adjacent cities and how we would administer those annexations. That concludes my presentation, I would be happy to answer any questions.

Estes: Thank you Shelli for that very informative presentation. Commissioners, do you have any questions?

Hoffman: I just have an observation, and I want to thank you for telling me how many more people are going to be living here by the year 2020. I think that kind of puts a lot of things in perspective for me with regard to how we should be approaching planning and the 2020 plan.

Marr: I think we should also make it clear, we actually had this presentation at our planning retreat and had a lot of discussion around these items at this time. I actually think having an annexation policy is a great idea and something that definitely should be in our 2020 plan. I appreciate Shelli and the staff working on that.

Estes: Thank you Shelli. I know that involved a lot of work and thank you for your presentation.

Conklin: Mr. Chair and members of the Commission, I would like to thank Shelli Rushing for doing all this work. This will be very valuable. We get phone calls every week from individuals who are interested in where Fayetteville is at today and in the future with regard to population, our plans and policies. It will be very beneficial. The annexation policy is something that came up last summer and we have developed that and we have researched and looked at what other communities have done with regard to adopting an annexation policy. One interesting note, I would just like to point out is that the unincorporated islands, those areas that are within Fayetteville, completely surrounded by Fayetteville, we currently have a total of eleven of those areas with about 1342 acres. It is very important in a community where we pride ourselves on protecting trees and the environment that we have an ability to regulate these areas that are completely surrounded by Fayetteville because the alternative is stepping over into other communities and other jurisdictions that do not regulate and protect these resources like we do in Fayetteville so that is something that we hope to bring forward in the future once the City Council adopts this annexation policy. Thank you.

Public Comment:

Estes: Is there any member of the audience who would like to comment on ADM 01-47, the revision and reorganization of General Plan 2020? Seeing none, I will bring it back to the Commission for discussions, motions?

Motion:

Bunch: I move that we as a Planning Commission approve the revised and reorganized General Plan 2020.

Allen: I'll second.

Estes: We have a motion by Commissioner Bunch, we have a second by Commissioner Allen, is that correct?

Allen: Yes.

Estes: Is there any discussion? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 01-47.00 was approved by a vote of 8-0-0.

Estes: The motion passes by a unanimous vote.

STAFF REVIEW FORM

_X_ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

FOR: COUNCIL MEETING OF March 5, 2002 **MAYOR'S APPROVAL** ________

FROM:

Kit Williams	Legal	City Attorney
Name	Division	Department

ACTION REQUIRED: An Ordinance To Permit Appeal To Planning Commission To Request Reduction Of Exactions That Might Exceed The Rough Proportionality Of The Impact Of The Development

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

City Attorney Date 2/12/02

Purchasing Officer Date

Internal Auditor Date

ADA Coordinator 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: ________

EVILLE

THE CITY OF FAYETTEVILLE, AS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council Members

FROM: **Kit Williams**, City Attorney

DATE: **February 12, 2002**

RE: **Rough Proportionality Appeal Ordinance**

The Planning Commission unanimously recommended approval of the attached Ordinance which would permit a person who believes the requirements of the Unified Development Ordinance for land dedication, construction of improvements, or payment in lieu thereof are in excess of the rough proportionality of the impact of their development upon the city's infrastructure needs to appeal to the Planning Commission.

I believe this right to appeal should be included within the UDO to ensure the City treats all persons constitutionally. The City should not ask more than what can be reasonably required to offset the impact of the development upon the need to improve or increase our infrastructure.

A hearing before the Planning Commission should provide the very type of determination mandated by the Fifth Amendment of the United States Constitution as interpreted by the United States Supreme Court.

> "No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 374, 391 (1994).

The ordinance uses the term "rough proportionality" because the Supreme Court selected that phrase and gave it important legal meaning within the context of city development requirements and impact fees.

> "We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirement of the Fifth Amendment." Id.

This term has been used repeatedly in federal courts when city dedications are challenged. The Eighth Circuit Court of Appeals held that Little Rock "failed to carry its burden proving rough proportionality between the dedication (of land) and the impact of the proposed rezoning." Goss v. Little Rock, 151 F3d 861, 863 (8th Cir. 1998).

I request that this ordinance be made retroactive so that individuals who had to pay substantial amounts not to build a sidewalk by their home can seek redress before the Planning Commission.

ORDINANCE NO. ______

AN ORDINANCE TO AMEND CHAPTER 155 OF THE UNIFIED DEVELOPMENT ORDINANCE TO ADD AN APPEAL RIGHT TO THE PLANNING COMMISSION

WHEREAS, the City Council of the City of Fayetteville wishes to ensure that none of its development ordinances require dedications or monetary payments in excess of the rough proportionality of the impact of the development; and

WHEREAS, the City Council of the City of Fayetteville wishes to provide a right of appeal to the Fayetteville Planning Commission for any aggrieved person seeking to reduce required dedications or monetary payments.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas adds the following Section 155.06 to Chapter 155 of the Unified Development Ordinance:

§155.06 D. 5. Required Dedications And Improvements

(a) An owner or developer who is aggrieved by the requirements of the Unified Development Ordinance for land, right-of-way or easement dedications, construction of on-site or off-site improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the Preliminary Plat, Large Scale Development, Subdivision, Building Permit, Lot Split, or development permit, or otherwise within ten days of notification of such development requirements. The appeal must be presented to the Planning Department in writing and state the grounds or reasons for the appeal.

(b) The Planning Commission shall determine after public hearing whether the required dedications and improvements meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality", the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."

Section 2. That the City Council of the City of Fayetteville, Arkansas determines that it is in the best interest of the city and citizens of Fayetteville, Arkansas that this section's right to appeal to the Planning Commission is made retroactive to March of 2001 for any person aggrieved by a requirement to pay money in lieu of construction of a sidewalk determined by the Sidewalk Administrator to be unfeasible, impracticable or otherwise unsuitable at the property's location.

PASSED and **APPROVED** this the _____ day of ________________, 2002.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

__X_ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF March 5, 2002 **MAYOR'S APPROVAL** __________

FROM:

Brenda Thiel	Alderman	
Name	Division	Department

ACTION REQUIRED: An Ordinance Amending Chapter 92 of the Code of Fayetteville to Add a Definition of Tether and to Prohibit Transporting animals in the Back of Pickup Trucks Unless Properly Tethered or Crated

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 2/13/02	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. __________

ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 92 OF THE CODE OF FAYETTEVILLE TO ADD A DEFINITION OF TETHER AND TO PROHIBIT TRANSPORTING ANIMALS IN THE BACK OF PICKUP TRUCKS UNLESS PROPERLY TETHERED OR CRATED

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

Section 1. That **§92.01 Definitions** of the Code of Fayetteville is amended by adding the following definition:

> "Tether. A rope, chain or cable of appropriate strength that is firmly anchored to the bed of an open bed pickup truck or similar vehicle in at least two places. Tether is to be used to restrain the animal and fastened to the animal by means of a harness and to be the appropriate length as to afford the animal freedom to move about the vehicle, but to restrict the animal to a set radius to prevent it from reaching either side or the rear of the vehicle so that the animal cannot be thrown from, fall from, or jump from the vehicle. "

Section 2. That **§92.29 Transportation of Animals** is added to Chapter **92: Animals** of the Code of Fayetteville as follows:

> "**§92.29 Transportation of Animals**. No person shall transport or carry any animal by motorized means unless the animal is safely enclosed within the vehicle or trailer, or enclosed in a portable kennel, crate, or dog box designed for this purpose, which is then fastened by a secure and appropriate means to the bed or the chassis of the vehicle. Dogs may be transported in open beds of pickup trucks provided they are secured in the vehicle by means of a humane cross tether and/or harness. In all cases where

animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

By: ____________________________
DAN COODY, Mayor

ATTEST:

By: ____________________________
Heather Woodruff, City Clerk

STAFF REVIEW FORM

__X_ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF March 5, 2002 **MAYOR'S APPROVAL** ____________

FROM:

Brenda Thiel	Alderman	
Name	Division	Department

ACTION REQUIRED: An Ordinance Amending Chapter 92 of the Code of Fayetteville to Add a Definition of Tether and to Prohibit Transporting animals in the Back of Pickup Trucks Unless Properly Tethered or Crated

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 2/13/02	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.: ____________

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 92 OF THE CODE OF FAYETTEVILLE TO ADD A DEFINITION OF TETHER AND TO PROHIBIT TRANSPORTING ANIMALS IN THE BACK OF PICKUP TRUCKS UNLESS PROPERLY TETHERED OR CRATED

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animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

PASSED and **APPROVED** this the _____ day of March, 2002.

APPROVED:

By: ___________________________
DAN COODY, Mayor

ATTEST:

By: ___________________________
Heather Woodruff, City Clerk

February 26, 2002

AGENDA SESSION
CITY COUNCIL
MARCH 5, 2002

NEW ITEMS:

1. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations Budget.

2. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the Fourth Judicial District Drug Task Force. The City's matching funding requirement for this grant will not exceed the $50,000 included in the 2002 Annual Budget.

ADDITIONAL INFORMATION:

1. **SPECIAL ELECTION:** Additional information for Item D. 7. (Remove the ordinance included in your Tentative agenda)

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

DATE: **March 6, 2002**

RE: **Passed Ordinances and Resolutions from City Council meeting of March 5, 2002**

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

Res. 31-02 1. Bid 01-59: Resolution awarding Bid 01-59 to Henard Utility Products, Inc. for Trailer Mounted Sewer Washer w/authorization to purchase in amount of $28,585.00

Res. 32-02 2. Hay Group: Resolution authorizing contract w/Hay Group for amount not to exceed $25,000.00 to accomplish Compensation Analysis Project Steps

Res. 33-02 3. Software Maintenance: Resolution approving annual standard software maintenance agreement in amount of $22,697.90 w/ESRI, Inc. for GIS software maintenance and upgrades

Res. 34-02 4. Construction Material: Resolution awarding bids for construction materials utilized by various divisions of the City

Res. 35-02 5. **Mission Statement**: Resolution approving new Mission Statement of Fayetteville Municipal Airport as approved and recommended by Airport Advisory Board

Res. 36-02 6. **Corporate Hangar Complex**: Resolution authorizing Mayor to sign Task Order #10 w/McClelland Consulting Engineers, Inc., and approval of budget adjustment

Res. 39-02 7. **IFWORLD**: Resolution approving contract w/IFWORLD, Inc., for Web-Site Design & Construction services in amount of $85,680.00 w/project contingency of $13,320.00 (15%) being requested for total contract price of $99,000.00

Res. 40-02 8. **Web-Site Hosting**: Resolution approving contract w/Southwestern Bell Communications (SBC) for web-site hosting services. Term of the Contract is 36 months w/two additional 12 month renewal periods. Annual cost of contract is $17,808.00 w/additional approval being requested to increase contract amount up to amount of $21,408.00 annually. 2002 cost of contract will be $9,388.00

Res. 37-02 9. **Fire Apparatus**: Resolution approving budget adjustment returning $14,593.02 to Fire Department's Operations Budget

Res. 38-02 10. **Drug Task Force Grant**: Resolution authorizing application for grant from Department of Justice. Grant will be used to continue funding for Fourth Judicial Drug Task Force. City's matching funding requirement for the grant will not exceed the $50,000.00 included in 2002 Annual Budget

ORD. 4378 11. **Transporting Animals**: Ordinance amending Chapter 92 of Code of Fayetteville adding definition to tether and to prohibit transporting animals in back of pick-up trucks unless properly tethered or crated

ORD. 4374 12. **Tele-Works: Ordinance** approving bid waiver and contract award to Tele-Works for Automated Citizen Information System w/total project cost of $96,994.00 and total maintenance cost of $21,100.00

Res. 41-02 13. **LSP 02-6.00: Resolution** denying appeal of Planning Commission decision regarding right-of-way dedication requirements as shown on Master Street Plan as requested by Mike Bender w/Northstar Engineering Consultants on behalf of Earl Farrell

ORD. 4375 14. **Special Election: Ordinance** calling for special election to fill alderman vacancy **(given to mayor at council meeting)**

Res. 42-02 15. **Name Change: Resolution** denying name change of 300 feet of Applebury Drive to Tanglebriar Lane

ORD. 4376 16. **Adm 02-3.00: Ordinance** approving amending zoning, Chapter 160 of UDO of City of Fayetteville to remove use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood Commercial zoning district, while remaining a permitted use by right in C-2, C-3 and C-4 districts

ORD. 4377 17. **Rough Proportionality Appeal**: Ordinance permitting appeal to Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development

City of Fayetteville

CITY CLERK'S OFFICE

113 W. Mountain St. Fayetteville, AR 72701
Phone: (501) 575-8323 Fax #: (501) 718-7695

Fax Cover Sheet

To: Doug Wallace, Display Ads

Company: Northwest Arkansas Times

Fax #: 442-5477

From: Heather Woodruff

Date: 03-01-2002

Number of Pages (including cover sheet): 4

Notes: (Faxed Final Agenda for March 5th City Council Meeting)

☆ Please run in Monday's Paper - March 4th. Please fax us back a proof.

Thanks!

If transmission cannot be read clearly, please call back as soon as possible.

Thank you.

NORTHWEST ARKANSAS TIMES

Monday, March 4, 2002

A7

CITY OF FAYETTEVILLE

FINAL AGENDA • CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:**
2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $28, 585.00.
3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.
4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.
5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.
6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board.
7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.
8. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00
9. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of 421,408.00 annually. the 2002 cost of this contract will be $9,388.00
10. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations budget.
11. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the fourth Judicial Drug Task Force. The city's matching funding requirement for the grant will not exceed the $50,000 included in the 2002 Annual Budget.

B. STAFF REPORT

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting.
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

D. NEW BUSINESS

1. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in he back of pickup trucks unless properly tethered or crated.
2. **TELE-WORKERS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,994.00 and a total maintenance cost of $21,100.00.
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands.
4. **LSP-02.6.00:** An appeal of a Planning Commission decision regarding the right-of-way dedication requirement for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell.
5. **SPECIAL ELECTION:** An ordinance calling for a special election to fill an alderman vacancy.
6. **NAME CHANGE:** A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane.
7. **ADM 0203.00:** An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.
8. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data; the community facilities section; and an annexation policy; and reorganize the General Plan 2020 for easier use.
9. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development.

City of Fayetteville

FINAL AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.
8. **IFWORLD:** A resolution approving a contract with IFWORLD, Inc. for Web-Site Design & Construction services. The amount of the contract is $85,680.00 with project contingency of $13,320.00 (15.5%) being requested for total contract price of $99,000.00
9. **WEB-SITE HOSTING:** A resolution approving a contract with Southwestern Bell Communication (SBC) for dedicated web-site hosting services. The term of the contract is thirty-six (36) months with two (2) additional twelve (12) month renewal periods. The annual cost of the contract is $17,808.00 with additional approval being requested to increase the contract amount up to the amount of 421,408.00 annually. the 2002 cost of this contract will be $9,388.00
10. **FIRE APPARATUS:** A resolution approving a budget adjustment returning $14,593.02 to the Fire Department's Operations budget.
11. **DRUG TASK FORCE GRANT:** A resolution authorizing the application for a grant from the Department of Justice. This grant will be used to continue the funding for the fourth Judicial Drug Task Force. The city's matching funding requirement for the grant will not exceed the $50,000 included in the 2002 Annual Budget.

B. STAFF REPORT

C. OLD BUSINESS

1. **RZN 02-1.00:** An ordinance approving RZN 02-1.00 as submitted by Robert Schmitt for property located at 1140 Hendrix and 1110 Hendrix. The property is zoned R-1, Low Density Residential, and contains approximately 1.36 acres. The request is rezone to R-1.5, Moderate Density Residential. The ordinance was left on the first reading at the February 5, 2002, meeting and left on the second reading at the February 19, 2002 meeting
2. **CIVIL SERVICE:** An ordinance adding two additional members to the Fayetteville Civil Service Commission. This ordinance was left on the first reading at the February 19, 2002 meeting.

D. NEW BUSINESS

1. **TRANSPORTING ANIMALS:** An ordinance amending Chapter 92 of the Code of Fayetteville to add a definition to tether and to prohibit transporting animals in he back of pickup trucks unless properly tethered or crated
2. **TELE-WORKERS:** An ordinance approval of bid waiver and contract award Tele-Works, Inc. for an Automated Citizen Information System with a total project cost of $96,993.00 and a total maintenance cost of $21,100.00
3. **INDUSTRIAL PARK LANDS:** An ordinance amending the ordinance establishing the formal process for the sale of municipally owned real property by defining industrial park lands
4. **LSP-02.6.00:** An appeal of a Planning Commission decision regarding the right-of-way dedication requirement for Double Tree Road as shown on the City of Fayetteville Master Street Plan as requested by Mike Bender with Northstar Engineering Consultants on behalf of Earl Farrell
5. **SPECIAL ELECTION:** An ordinance calling for a special election to fill an alderman vacancy
6. **NAME CHANGE:** A resolution approving the name change of 300 feet of Applebury Drive to Tanglebriar Lane
7. **ADM 0203.00:** An ordinance approving ADM 02-3.00 amending zoning, Chapter 160 of the Unified Development Ordinance of the City of Fayetteville to remove the use of a liquor store from use unit 16 and allow that use as a conditional use within the C-1, Neighborhood commercial zoning district, while remaining a permitted use by right in the C-2, C-3 and C-4 districts.
8. **ADM 01-47.00:** A resolution to approve ADM 01-47.00 to update census data, the community facilities section, and an annexation policy; and reorganize the General Plan 2020 for easier use
9. **ROUGH PROPORTIONALITY APPEAL:** An ordinance to permit appeal to the Planning Commission to Request Reduction of Exactions that might exceed the rough proportionality of the impact of the development

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City of Fayetteville

FINAL AGENDA
CITY COUNCIL
MARCH 5, 2002

A meeting of the Fayetteville City Council will be held on March 5, 2002 at 6:30 p.m. in Room 219 of the City administration Building located at 113 West Mountain Street, Fayetteville, Arkansas

A. **CONSENT AGENDA**

1. **APPROVAL OF MINUTES:**
2. **BID 01-59:** A resolution awarding Bid 01-59 to the lowest qualified bidder, Henard Utility Products, Inc. for item #1-1 Trailer Mounted Sewer Washer with the authorization to purchase this item in the amount of $25,585.00
3. **HAY GROUP:** A resolution authorizing a contract with the Hay Group for an amount not to exceed $25,000.00 to accomplish the Compensation Analysis Project Steps.
4. **SOFTWARE MAINTENANCE:** A resolution approving the annual standard software maintenance agreement in the amount of $22,697.90 with ESRI, Inc. for geographic information system (GIS) software maintenance and upgrades.
5. **CONSTRUCTION MATERIAL:** A resolution awarding bids for construction materials utilized by various divisions of the City.
6. **MISSION STATEMENT:** A resolution approving the new Mission Statement of the Fayetteville Municipal Airport as approved and recommended by the Airport Advisory Board
7. **CORPORATE HANGAR COMPLEX:** A resolution authorizing the Mayor to sign Task Order #10 with McClelland Consulting Engineers, Inc., and approval of a budget adjustment.
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