FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
OCTOBER 17, 2000

A meeting of the Fayetteville City Council will be held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 19 and October 3, 2000 City Council meetings.

2. **BID 00-66:** A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.

3. **BID 00-70:** A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.

4. **SEWER MANHOLE REHABILITATION:** A resolution approving a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

5. **BLUE CROSS/BLUE SHIELD:** A resolution renewing the BCBS Medical Contract for Policy Year January 1, 2001 through December 31, 2001.

6. **NEW WORLD SYSTEM:** A resolution approving a three-year standard software maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign contract.

7. **MUNICIPAL COURT SOFTWARE:** A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorize the Mayor and City Clerk to sign agreement.

8. **BID 00-69:** A resolution approving a budget adjustment and awarding Bid No. 00-69 to Total Data Services, Inc. for an IBM AS/400 model 720 and to Info Works, Inc. for an IBM AS/400 model 270.

9. **DEVELOPMENT IMPACT FEE STUDY:** A resolution approving phase one of the contract with James Duncan and Associates, Inc. to perform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

10. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2002.

11. **WHITE RIVER BASEBALL COMPLEX:** A resolution approving a budget adjustment in the amount of $50,900 for White River Baseball Complex.

12. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** A resolution approving the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new resolution will replace Resolution No. 81-88 approved on November 1, 1988.

B. OLD BUSINESS

C. NEW BUSINESS

1. **RZ 00-22:** An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

2. **WATER AND SEWER BONDS:** A public hearing on an ordinance providing for the issuance of $10,000,000 principal amount of Water and Sewer System Revenue Bonds, Series 2000: authorizing the execution and delivery of a trust indenture, an underwriting agreement, a remarketing agreement, a letter of credit and reimbursement agreement, and a tax compliance agreement in connection therewith; approving an official statement in connection with the offer and sale of the bonds; providing for certain other matters relating thereto; and declaring an emergency.

Meeting of October 17, 2000

	Roll				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
HANNA	✓				

	HP BD: Consent				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
HANNA					
	8-0.				

Meeting of October 17, 2000

RZ 00-22					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS	left on 1st. reading.				
HANNA					

PUBLIC HEARING. 2ND 3RD

W/S BOND	VR RR	RA RR.	PASS	KS ++ Emergency	
TRUMBO	✓	✓	✓	✓	
DANIEL	Absent for vote.		✓	✓	
SANTOS	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
RUSSELL	✓	✓	✓	✓	
REYNOLDS	✓	✓	✓	✓	
AUSTIN	✓	✓	✓	✓	
DAVIS	✓	✓	✓	✓	
HANNA					
	7-0.	7-0.	8-0.	8-0.	

meeting adjourned: 9:00

ms. Beasley.
ms. Maria 129 S. Univ.
Mike Lalee
Joe Robison. RZ 00-22
Masha Robison

w/s.
Jeff Ey.

Dennis ~~[illegible]~~ Hunt.

FAYETTEVILLE

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

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October 10, 2000

AGENDA SESSION
FOR
CITY COUNCIL MEETING
OCTOBER 17, 2000

NEW ITEMS:

1. Request from Alana Romund to appear before the City Council regarding a traffic accident.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FILE COPY

July 5, 2000

Alana M. Romund
701 E. Lafayette
Fayetteville, AR 72702

Dear Ms. Romund:

I have reviewed your letter dated June 14, 2000, which you submitted as a formal claim against the City for the recovery of damages caused to your family's personal automobile during an accident on May 10, 2000. I also reviewed a letter sent to you by the City's insurance carrier, Arkansas Municipal League, dated June 21, 2000. I have considered all available information and I do not believe the City is responsible for the repair of your vehicle.

Further claims in regards to this accident should be made to Arkansas Municipal League. You should route any future claim to Arkansas Municipal League, P.O. Box 38, Little Rock, 72115, to the attention of Linda Montgomery.

Respectfully,

Charles Venable
Public Works Director

cc: Mayor Fred Hanna
City Council Members
Jerry Rose, City Attorney
Cheryl Zotti, Solid Waste Division
Peggy Vice, Purchasing Manager

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

MUNICIPAL VEHICLE PROGRAM
P.O. BOX 38
NORTH LITTLE ROCK, AR 72115-0038
(501) 374-3484
FAX (501) 374-0541

June 21, 2000

Mr. Alan Romund
701 E. Lafayette
Fayetteville, Ar. 72702

RE: City of Fayetteville Vs. Romund
D/A 05/10/00

Dear Mr. Romund,

Please be advised we have received your letter and explanation of your side of the story on the above accident.

I am sorry to say but we are still going to deny liability on this claim. The City vehicle and possession of the road and you passed the City vehicle too close to an intersection which is illegal.

Sincerely,

Linda Montgomery
Assistant Director

VEHICLE # 1 OR PEDESTRIAN #

☐ Towed Away By (Give Full Business or Person Name (First, MI, Last))
☒ Driven Away By Driver
ddress (No. + Street / Route /P.O. Box, Etc.)
ity State Zip
MS Notified N/A ☐ A.M. ☐ P.M. Transported By
MS Arrived ☐ A.M. ☐ P.M.
njured Transported To (Hospital Name, City, State, Zip Code) —
ame of Insurance Carrier (Not Agent) and Policy Number
Ark Municipal League

VEHICLE # OR PEDESTRIAN #

☐ Towed Away By (Give Full Business or Person Name (First, MI, Last))
☒ Driven Away By Driver
Address (No. + Street / Route /P.O. Box, Etc.)
City State Zip
EMS Notified N/A ☐ A.M. ☐ P.M. Transported By
EMS Arrived ☐ A.M. ☐ P.M.
Injured Transported To (Hospital Name, City, State, Zip Code) —
Name of Insurance Carrier (Not Agent) and Policy Number
none

amage To roperty Other han Vehicles
Object Struck (House, Fence, Tree, etc.) none
Owners Name (First, MI, Last) Address (No. + Street/Route, City, State)
Repair Cost
Notified ☐ Yes ☐ No

Vitnesses Names (First, MI, Last)	Home Address (No. + Street, Route, City, State, Zip)	Age	Race	Sex
1 none				
2				

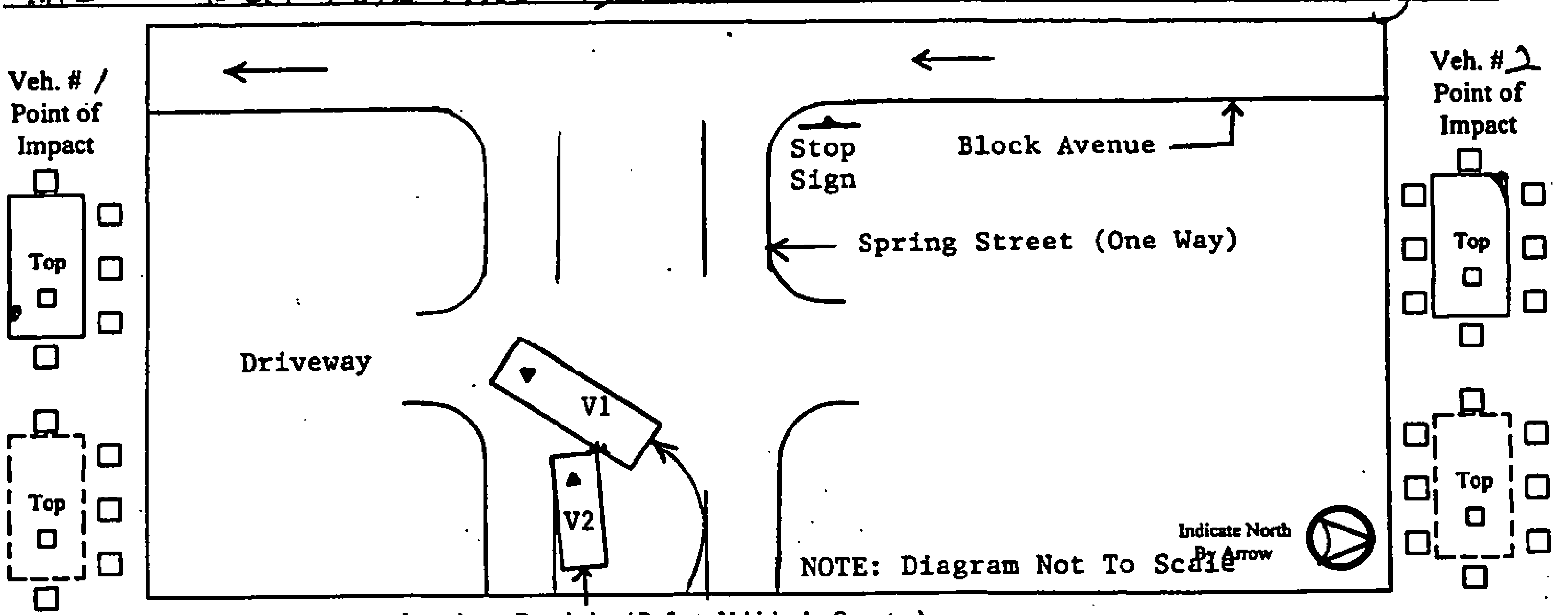
itations Issued To (First, MI, Last Name)	Charge and Statute Number	Summons Number
1 Alana M. Romund	No Insurance (27-22-104)	A279916
2		

Time Notified of Accident 8:52 ☒ A.M. ☐ P.M.
Time Arrived at Accident Scene 9:03 ☒ A.M. ☐ P.M.
Date (Month / Day / Year) 5-10-00
Photos ☐ Yes ☒ No

rooper/Officers Name (Rank, First, MI, Last)
ignature: J. Stuckey
Badge No. 140
Department Fayetteville Police
Reviewing Off. 70
Date Report Filed 05-12-00

Vehicle # 1
Vehicle Color white
Point of Initial Contact Left Rear Tire
Speed Limit 25 MPH
Speed Posted ☒ Yes ☐ No

Vehicle # 2
Vehicle Color White
Point of Initial Contact Front Right



Investigator Description (Refer to Vehicles by Operator)

arrative: Operator of v^1 Taylor stated that he stopped to let a passenger off to stop
raffic so he could turn left into a driveway. Mr Taylor added that as he
as turning left he did not see v^2 and they collided.
Operator of v^2 Romund stated that she was following v^1 which pulled to the
ight and stopped. Ms Romund added that she thought the people truck
ould be stopped for a minute so she attempted to pass v^1 which began to turn. Ms
omund also added that she stopped and honked her horn but v^1 continued to
urn and they collided. Officer Note: Both drivers are at fault for
nattention.

1315

Proofed/Logged by: WC 05-12-00

e # 1 of 1 Pages

ARKANSAS MOTOR VEHICLE TRAFFIC ACCIDENT REPORT

ASP 49 (REV 8/96)

72050034247

Rpt. #: Unit Assigned: 124 Premises: Geo. Code: District: 3

Accident Date Month/Day/Year	Day of Week	Time of Accident Time	AM	PM	No. of Vehicles	Temp (Deg)	Hit & Run	Vehicles Direction of Travel	Official Use Only
5-10-00	Wed.	8:51	☒	☐	2	62	☐ YES ☒ NO	V # 1 ☐ N ☒ S ☐ E ☐ W V # 2 ☐ N ☐ S ☐ E ☒ W	

0

County Accident Occurred: Washington

City Accident Occurred: Fayetteville

Not in City, but ☐ Miles ☐ Feet ☐ N ☐ S ☐ E ☐ W of City Limits

Road/Street/Highway Accident Occurred on: Spring Street

If on Numbered Highway/County Rd. - Give Number

Section

Log Mile

Use only the following reference points: Intersecting Highway, County Road, City Street, Bridge, Railroad Crossing, Overpass, Underpass, County Line, City Limits, Milepost, State Line.

☐ At Intersection With, or 50 ☐ Miles ☒ Feet ☐ N ☐ S ☒ E ☐ W of Block Reference Pt.

Vehicle # 1 or Pedestrian #

Commercial Vehicle ☐ YES (if checked see supplemental) ☒ NO

Drivers Name (First, MI, Last): Gregory Taylor Inj. Code: 5

Address (No. + Street/Route/P.O. Box, etc.): 12738 Richardson Rd Safety Equip: Eject Code: Ø

City: Farmington State: Ar Zip: 72730

Date of Birth MO/DA/YR: 10-10-72 Race: W Sex: M Age: 27 Drivers License Class Number and State: 445626515 Ar ☒ DL ☐ CDL ☐ None

BAC Test ☐ Yes ☒ No Results (if Known) % ☐ Refused Test

Vehicle Owners Name (First, MI, Last): City of Fayetteville

Owners Address (No. + Street/Route/P.O. Box, etc.): 113 W. Mountain

City: Fayetteville State: Ar Zip: 72701

Make & Type of Vehicle (Motorcycle, Pickup, etc.) Make: Mack Model: Midliner Body Style: C/C

Vehicle Registration Year: 00 State: Ar Lic #: X 9037

Vehicle Identification Number (VIN): VG6BA09V2WB701867 Veh. Year: 99 Est. Repair Cost: Ø

Trailers? ☐ Yes ☒ No # Units Reg. State Plate #

Prior Veh. Damage ☐ Yes ☒ No If Yes Describe Damage and Location

Vehicle Damage as Result of Accident ☐ Disabled ☐ Other Damage ☐ No Damage ☒ Functional

Vehicle # 2 or Pedestrian # 587-1523

Commercial Vehicle ☐ YES (if checked see supplemental) ☒ NO 98

Drivers Name (First, MI, Last): Alane M. Romund Inj. Code: 5 99

Address (No. + Street/Route/P.O. Box, etc.): 701 E. Lafayette Safety Equip: 3 Eject Code: Ø

City: Fayetteville State: Ar Zip: 72701 11

Date of Birth MO/DA/YR: 2-8-82 Race: W Sex: F Age: 18 Drivers License Class Number and State: 906578055 Ar ☒ DL ☐ CDL ☐ None 19

BAC Test ☐ Yes ☒ No Results (if Known) % ☐ Refused Test 17

Vehicle Owners Name (First, MI, Last): Camilla Romund 4

Owners Address (No. + Street/Route/P.O. Box, etc.): 705 E. Lafayette 4

City: Fayetteville State: Ar Zip: 72701

Make & Type of Vehicle (Motorcycle, Pickup, etc.) Make: Honda Model: Accord Body Style: 4dr

Vehicle Registration Year: 00 State: Ar Lic #: 4FC474 1

Vehicle Identification Number (VIN): 1HGCB9858NA012668 Veh. Year: 92 Est. Repair Cost: $1,500.00 0

Trailers? ☐ Yes ☒ No # Units Reg. State Plate # 13

0

Prior Veh. Damage ☐ Yes ☒ No If Yes Describe Damage and Location 1

1

Vehicle Damage as Result of Accident ☐ Disabled ☐ Other Damage ☐ No Damage ☒ Functional 1

1

Passenger Information (List Below)

13	14	15	16	17	18	19	20	21	22 Name (First, MI, Last)	23 Address (No. + Street/Route/P.O. Box/City/State/Zip)
1	9	0	0	W	M	21	5		Glen Brown	141 Adobe Fayetteville, Ar 72704

1

1

RECEIVED

RECEIVED
JUN 19 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

June 14, 2000

Mr. Charlie Venable, Director
Public Works
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Mr. Venable:

This letter serves as a formal claim against the City of Fayetteville for the recovery of damages caused by a City of Fayetteville recycling truck to my family's personal auto on May 10, 2000 (please see attached accident report dated May 12, 2000). Nelms Honda estimated the repair of the damages to our auto will cost $1,500. (please see attached Nelms estimate dated May 11, 2000). Our attorney has advised us to send this claim letter directly to the City for an expedient, legal resolution of this matter.

A City of Fayetteville legal advisor has already told our insurance company that the city will not accept responsibility for this damage...that it's my fault. Everyone who has looked at the accident report (insurance company representatives and attorneys and our attorney) says it is clear that the City of Fayetteville is responsible for this accident. There was no inattention on my part (we take strong exception with the concluding sentence of the accident report that blames me equally for "inattention"). At the instant I saw the recycling truck driver suddenly pull away from the right-hand curb with no warning and without looking in his left-hand side mirror, I blew my horn and stopped completely *before* he hit my car's right front end.

We also take very strong exception to the obviously inaccurate drawing of the accident on the attached accident report. As the true and actual events unfolded, the city recycling truck had stopped fully at the right-hand curb at which point in time the passenger-side co-worker emerged from it. I clearly saw him step onto the curb from the truck. Please consider the following proofs:

- The accident report illustration erroneously shows the path of the recycling truck as originating within the lane of traffic *behind* me. Due to the immense size and width of city recycling trucks, the truck (if it had been within the lane of traffic) would have taken up the entire one-way single lane where the accident occurred. *It is physically impossible for me in our car to have been side by side with the recycling truck within the one-way single lane available on Spring Street AND at the same instant neither vehicle to have been within either the left- or right-hand side bicycle lanes, as is drawn inaccurately on the accident report.*
- In fact, if you just study the report's drawing of the path of Vehicle-1 (the truck), it appears as if the truck passed my car on the right and turned left in front of me, impacting my car at that point and without ever entering the right bike lane.

- Another important proof is that these recycling trucks require a large turning radius and the driver that day could not have successfully negotiated his left-hand turn into the narrow alley in question from the center of the one-way single traffic lane in question. In *truth,* he began his left turn from the right-hand curb so he could *make it* into the alley.
- The City of Fayetteville accident report includes a notation that the accident illustration is "not drawn to scale." Please see our attached scale drawing in support of the above proofs.

Also, the recycling truck employee on the ground (the man who exited the recycling truck when it pulled over and stopped at the right curb) began yelling at his co-worker to stop the truck as soon as the employee on the ground saw me/heard my honking. The driver of the city recycling truck said he did not hear either my horn warning or his co-worker yelling at him, even though his co-worker emphatically stated to him after the collision, "I told you to stop!!" After he hit my car, the recycling truck driver told me that this was the third or fourth accident he'd had since he began driving the truck within the past couple of months.

Additionally, I was told by the responding police officer that it is the responsibility of the partner recycler who gets off the truck to make sure all traffic is stopped in both directions before the truck resumes motion. *The recycling truck driver drove off without this clearance from his co-worker.* However, the partner recycler on the ground did make a strong effort to get his co-worker's attention and make him stop before he hit my car, to no avail.

Another quite troubling aspect of this incident is that within short minutes of the accident, several City of Fayetteville Solid Waste Division supervisors showed up at the scene. The responding Fayetteville police officer showed up some minutes later and was confronted by the responding City supervisors who told him to write me a ticket for illegal passing. The two recycling truck drivers who were involved in the accident told the police officer that I was not passing, that I was sitting motionless and honking my horn. The officer refused to write the ticket. The police officer spent some minutes talking to me after the others left and he told me he hated these situations because supervisors show up and start telling him how to do his job after they've told everyone else what to say before he arrives on the scene. The responding police officer was very courteous and kind toward me, spending a good amount of time talking with me and making sure I was okay. The behavior of the Solid Waste Division supervisors, however, is a very troubling aspect of this incident and we ask the City to determine the legality of allowing its city supervisors to involve themselves, pressure subordinates, pass judgment and direct an official police response at an accident scene when they are not charged with this responsibility by city taxpayers and were not present when the accident occurred.

The motor vehicle laws of the state of Arkansas (according to Arkansas State Police) interpret that as this accident actually happened and involving as it did a single-lane one-way street, the City of Fayetteville recycling truck was at fault for "...failure to yield right-of-way to a vehicle on the roadway." The attached accident report even supports this conclusion: *"Mr. Taylor stated that as he was turning left he did not see V 2 and they collided."* It is the responsibility of all drivers pulling away from a right-hand curb stop (which the city driver did in fact make to drop off his co-worker) to check their left-hand mirror for oncoming traffic and to yield to such traffic if present.

I respectfully ask the City of Fayetteville to reimburse me as soon as possible in the amount of the attached Nelms Honda estimate for the damages caused to our vehicle by a City of Fayetteville recycling truck on May 10, 2000.

Respectfully submitted,
Alana Romund

Alana M. Romund
701 E. Lafayette
Fayetteville, Arkansas 72702
(501) 444-6366 (work)
(501) 587-1823 (home)

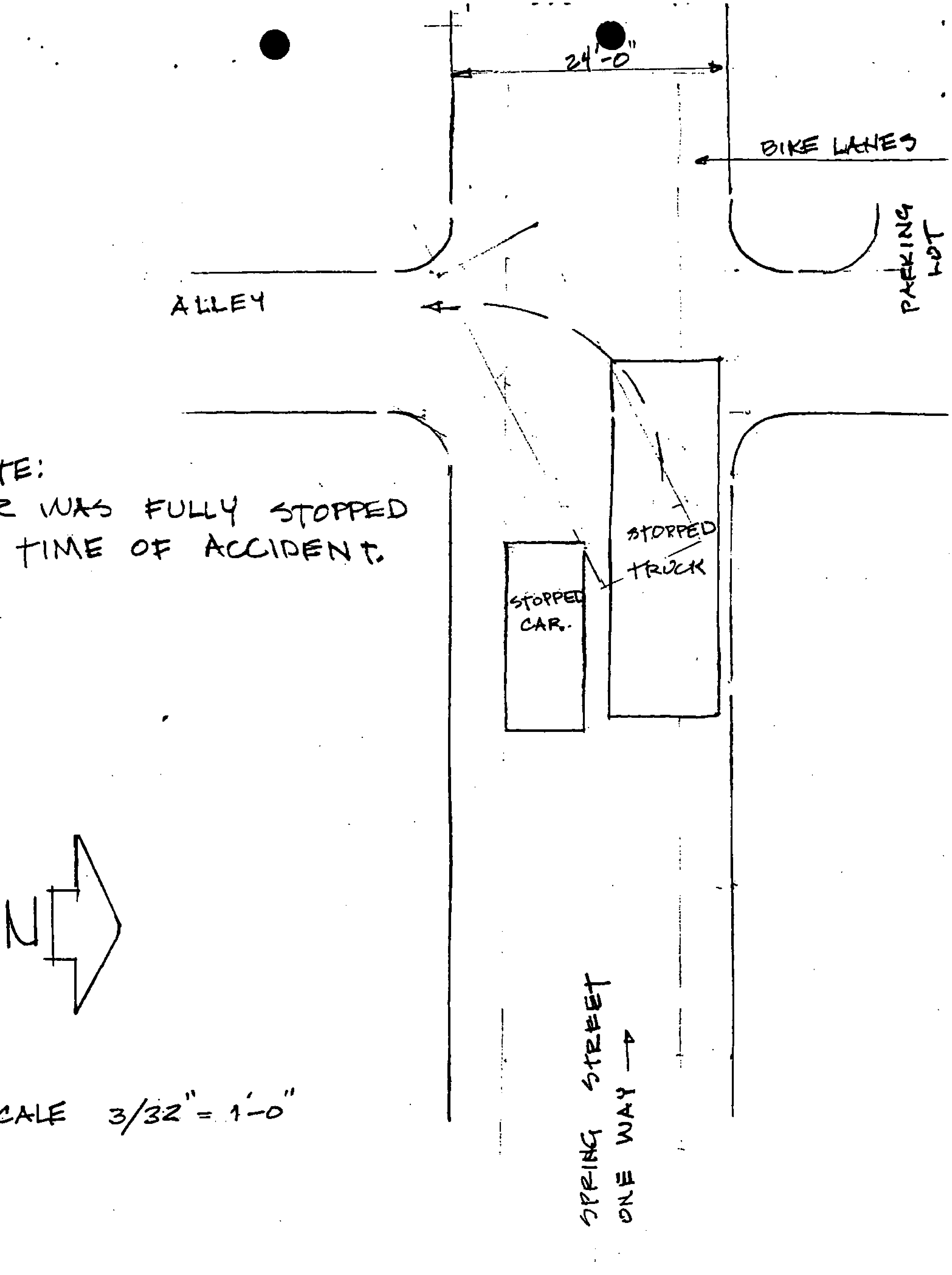
cc: Ms. Heather Woodruff, City Clerk (will you please cc: and distribute as below):
  - Mr. Fred Hanna, Mayor
  - Mr. Ron R. Austin, Position 2, District 1, Fayetteville City Council
  - Mr. Robert Reynolds, Position 1, District 1, Fayetteville City Council
  - Fayetteville City Council Aldermen, all districts

Enclosures: 3

I am the owner of the 1992 Honda Accord station wagon that was hit by the City of Fayetteville recycling truck on April 10, 2000. I fully support everything written in this letter and add my voice to my daughter's claim for the recovery of damages in the amount of $1,500. (per the attached Nelms Honda estimate). I formally request (as a signatory to this letter) that the City of Fayetteville reimburse us for the subject damages in the full amount within the next 30 days.

Thank you,
Camilla M. Romund

Camilla M. Romund
(501) 521-4516 (home)
(501) 575-7386 (work)



NOTE:
CAR WAS FULLY STOPPED
AT TIME OF ACCIDENT.

SCALE 3/32" = 1'-0"

Date: 05/11/2000 11:36 AM
Estimate ID: 4342
Estimate Version: 0
Preliminary
Profile ID: STATE FARM

Nelms Collision Center

1400 TRANSPORT RD Fayetteville, AR 72704
(501) 251-2250
Fax: (501) 251-2259

Damage Assessed By: Jerry Jackson

Deductible: UNKNOWN

Insured: CAMILLA ROMUND
Address: 705 E LAFFETTE FAYETTEVILLE, AR 72701
Telephone: Work Phone:(501) 575-7386 Home Phone: (501) 521-4516

Mitchell Service: 910130

Description: 1992 Honda Accord EX
Body Style: 4D Wgn
VIN: 1HGCB9858NA012668
Mileage: 140,679
Color: WHITE
Vehicle Production Date: 6/92
Drive Train: 2.2L Inj 4 Cyl 4A
License: YFC 474 AR

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	FRT COVER ASSY			0.8 #
2	001700	BDY	REMOVE/REPLACE	FRT BUMPER COVER	71101-SM5-A00ZZ	194.65	INC #
3	AUTO	REF	REFINISH	FRT BUMPER COVER			C 2.4
4	001960	BDY	ACCESS/INSPECT	FRT BUMPER REINFORCEMENT	Existing		0.0*
5	002710	BDY	REMOVE/REPLACE	R FRT COMBINATION LAMP ASSEMBLY	33100-SM4-A04	187.73	1.6 #
6	AUTO	BDY	CHECK/ADJUST	HEADLAMPS			0.4
7	003740	BDY	REPAIR	HOOD PANEL	Existing		2.5*
8	AUTO	REF	REFINISH	HOOD OUTSIDE			C 2.9
9	005830	BDY	REMOVE/REPLACE	R FENDER PANEL	60211-SM4-A01ZZ	215.76	1.4 #
10	AUTO	REF	REFINISH	R FENDER OUTSIDE			C 1.9
11	AUTO	REF	REFINISH	R FENDER EDGE			C 0.5
12	023860	REF	BLEND	R FRT ADD FOR JAMBS & INSIDE			C 0.4
13	024490	BDY	REMOVE/INSTALL	R FRT DOOR BELT MOULDING	Existing		0.3*
14	000073	BDY	REMOVE/INSTALL	R FRT DOOR TRIM PANEL			0.4
15	900500	BDY *	REMOVE/REPLACE	PI STRIPES	Sublet	25.00 *	0.0*
16	027910	BDY	REMOVE/INSTALL	R FRT DOOR OUTSIDE HANDLE	Existing		0.2* #
17	AUTO	REF	ADD'L OPR	CLEAR COAT			2.1
18	AUTO		ADD'L COST	PAINT/MATERIALS		204.00 *	
19	AUTO		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.50 *	

* - Judgement Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 05/11/2000 11:32:31 4342

Mitchell Data Version: APR_00_A

Date: 05/11/2000 11:36 AM
Estimate ID: 4342
Estimate Version: 0
Preliminary
Profile ID: STATE FARM

ubtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
ody	7.6	32.00	0.00	0.00	243.20	T
efinish	10.2	32.00	0.00	0.00	326.40	T
Taxable Labor					569.60	
Labor Tax		@	6.625 %		37.74	
Summary	17.8				607.34	

nal Costs			Amount
axable Costs			207.50
Sales Tax	@	6.625%	13.75
otal Additional Costs			221.25

II.	Part Replacement Summary			Amount
	Taxable Parts			623.14
	Sales Tax	@	6.625%	41.28
	Total Replacement Parts Amount			664.42

IV.	Adjustments	Amount
	Customer Responsibility	0.00

I.	Total Labor:	607.34
II.	Total Replacement Parts:	664.42
III.	Total Additional Costs:	221.25
	Gross Total:	1,493.01
IV.	Total Adjustments:	0.00
	Net Total:	1,493.01

<u>This is a preliminary estimate.</u>
<u>Additional changes to the estimate may be required for the actual repair.</u>

E RECALL NUMBER: 05/11/2000 11:32:31 4342

ata Version: APR_00_A

October 6, 2000
705 E. Lafayette
Fayetteville, Arkansas 72701

Mr. Ron Austin, City Alderman
City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Austin,

This letter serves as a request from Alana M. Romund (my daughter) and me to please arrange on the city docket a time for us to present in person at the earliest opportunity to the City Council the details of the traffic accident involving a City of Fayetteville recycling truck and my personal auto, which Alana was driving at the time. We also request that Amy Wolfe be allowed to speak, if necessary, on Alana's behalf during the same time slot. Amy witnessed the city recycling division employee admit that he and his co-worker were at a full stop on the curb when Alana, who occupied the single one-way traffic lane, drove by properly as oncoming traffic with right-of-way. Please review the attachments for full details.

We remain confident that the clear-cut details and truth of this case speak clearly to the city's liability. We seek only the amount estimated as necessary to properly repair our car, no more. Needless to say, we are very dissatisfied with the decision handed down by the City Attorney in a recent meeting you arranged and during which you advocated on our behalf to attain a fair and honest resolution of this matter. Thank you for your continued representation of our interests. You have been very responsive throughout this entire effort.

Thank you for your ongoing advocacy,

Camilla M. Romund

Camilla M. Romund
(501) 521-4516 (home)
(501) 575-7386 (work)

att/
cc: City Clerk—Ms. Woodruff, per Mr. Austin's request, please xerox this letter with attachments and distribute to the normal distribution list of some 25 individuals

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

ALANA M. ROMUND
705 E. LAFAYETTE
FAYETTEVILLE, AR 72701

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CHARLIE VENABLE, DIR.
PUBLIC WORKS
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR
72701

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* DON OSBURN

B. Date of Deliver BA 6/19

C. Signature

X Don Osburn ☐ Agent ☐ Addresse

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt ~~for Merchandis~~
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)* 7099 3400 0006 5299 8496

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

June 14, 2000

Mr. Charlie Venable, Director
Public Works
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Mr. Venable:

This letter serves as a formal claim against the City of Fayetteville for the recovery of damages caused by a City of Fayetteville recycling truck to my family's personal auto on May 10, 2000 (please see attached accident report dated May 12, 2000). Nelms Honda estimated the repair of the damages to our auto will cost $1,500. (please see attached Nelms estimate dated May 11, 2000). Our attorney has advised us to send this claim letter directly to the City for an expedient, legal resolution of this matter.

A City of Fayetteville legal advisor has already told our insurance company that the city will not accept responsibility for this damage...that it's my fault. Everyone who has looked at the accident report (insurance company representatives and attorneys and our attorney) says it is clear that the City of Fayetteville is responsible for this accident. There was no inattention on my part (we take strong exception with the concluding sentence of the accident report that blames me equally for "inattention"). At the instant I saw the recycling truck driver suddenly pull away from the right-hand curb with no warning and without looking in his left-hand side mirror, I blew my horn and stopped completely *before* he hit my car's right front end.

We also take very strong exception to the obviously inaccurate drawing of the accident on the attached accident report. As the true and actual events unfolded, the city recycling truck had stopped fully at the right-hand curb at which point in time the passenger-side co-worker emerged from it. I clearly saw him step onto the curb from the truck. Please consider the following proofs:

- The accident report illustration erroneously shows the path of the recycling truck as originating within the lane of traffic *behind* me. Due to the immense size and width of city recycling trucks, the truck (if it had been within the lane of traffic) would have taken up the entire one-way single lane where the accident occurred. *It is physically impossible for me in our car to have been side by side with the recycling truck within the one-way single lane available on Spring Street AND at the same instant neither vehicle to have been within either the left- or right-hand side bicycle lanes, as is drawn inaccurately on the accident report.*
- In fact, if you just study the report's drawing of the path of Vehicle-1 (the truck), it appears as if the truck passed my car on the right and turned left in front of me, impacting my car at that point and without ever entering the right bike lane.

The motor vehicle laws of the state of Arkansas (according to Arkansas State Police) interpret that as this accident actually happened and involving as it did a single-lane one-way street, the City of Fayetteville recycling truck was at fault for "...failure to yield right-of-way to a vehicle on the roadway." The attached accident report even supports this conclusion: *"Mr. Taylor stated that as he was turning left he did not see* V^2 *and they collided."* It is the responsibility of all drivers pulling away from a right-hand curb stop (which the city driver did in fact make to drop off his co-worker) to check their left-hand mirror for oncoming traffic and to yield to such traffic if present.

I respectfully ask the City of Fayetteville to reimburse me as soon as possible in the amount of the attached Nelms Honda estimate for the damages caused to our vehicle by a City of Fayetteville recycling truck on May 10, 2000.

Respectfully submitted,

Alana Romund

Alana M. Romund
701 E. Lafayette
Fayetteville, Arkansas 72702
(501) 444-6366 (work)
(501) 587-1823 (home)

cc: Ms. Heather Woodruff, City Clerk (will you please cc: and distribute as below):
  Mr. Fred Hanna, Mayor
  Mr. Ron R. Austin, Position 2, District 1, Fayetteville City Council
  Mr. Robert Reynolds, Position 1, District 1, Fayetteville City Council
  Fayetteville City Council Aldermen, all districts
Enclosures: 3

I am the owner of the 1992 Honda Accord station wagon that was hit by the City of Fayetteville recycling truck on April 10, 2000. I fully support everything written in this letter and add my voice to my daughter's claim for the recovery of damages in the amount of $1,500. (per the attached Nelms Honda estimate). I formally request (as a signatory to this letter) that the City of Fayetteville reimburse us for the subject damages in the full amount within the next 30 days.

Thank you,

Camilla M. Romund

Camilla M. Romund
(501) 521-4516 (home)
(501) 575-7386 (work)

Date: 05/11/2000 11:36 AM
Estimate ID: 4342
Estimate Version: 0
Preliminary
Profile ID: STATE FARM

Nelms Collision Center

1400 TRANSPORT RD Fayetteville, AR 72704
(501) 251-2250
Fax: (501) 251-2259

Damage Assessed By: Jerry Jackson

Deductible: UNKNOWN

Insured: CAMILLA ROMUND
Address: 705 E LAFFETTE FAYETTEVILLE, AR 72701
Telephone: Work Phone:(501) 575-7386 Home Phone: (501) 521-4516

Mitchell Service: 910130

Description: 1992 Honda Accord EX
Body Style: 4D Wgn
VIN: 1HGCB9858NA012668
Mileage: 140,679
Color: WHITE

Vehicle Production Date: 6/92
Drive Train: 2.2L Inj 4 Cyl 4A
License: YFC 474 AR

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	FRT COVER ASSY			0.8 #
2	001700	BDY	REMOVE/REPLACE	FRT BUMPER COVER	71101-SM6-A00ZZ	194.65	INC #
3	AUTO	REF	REFINISH	FRT BUMPER COVER			C 2.4
4	001960	BDY	ACCESS/INSPECT	FRT BUMPER REINFORCEMENT	Existing		0.0*
5	002710	BDY	REMOVE/REPLACE	R FRT COMBINATION LAMP ASSEMBLY	33100-SM4-A04	187.73	1.6 #
6	AUTO	BDY	CHECK/ADJUST	HEADLAMPS			0.4
7	003740	BDY	REPAIR	HOOD PANEL	Existing		2.6*
8	AUTO	REF	REFINISH	HOOD OUTSIDE			C 2.9
9	005830	BDY	REMOVE/REPLACE	R FENDER PANEL	60211-SM4-A01ZZ	215.76	1.4 #
10	AUTO	REF	REFINISH	R FENDER OUTSIDE			C 1.9
11	AUTO	REF	REFINISH	R FENDER EDGE			C 0.6
12	023860	REF	BLEND	R FRT ADD FOR JAMBS & INSIDE			C 0.4
13	024490	BDY	REMOVE/INSTALL	R FRT DOOR BELT MOULDING	Existing		0.3*
14	000073	BDY	REMOVE/INSTALL	R FRT DOOR TRIM PANEL			0.4
15	900500	BDY *	REMOVE/REPLACE	PI STRIPES	Sublet	26.00 *	0.0*
16	027910	BDY	REMOVE/INSTALL	R FRT DOOR OUTSIDE HANDLE	Existing		0.2* #
17	AUTO	REF	ADD'L OPR	CLEAR COAT			2.1
18	AUTO		ADD'L COST	PAINT/MATERIALS		204.00 *	
19	AUTO		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.50 *	

* - Judgement Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 05/11/2000 11:32:31 4342

Mitchell Data Version: APR_00_A

Date: 05/11/2000 11:36 AM
Estimate ID: 4342
Estimate Version: 0
Preliminary
Profile ID: STATE FARM

or Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	7.6	32.00	0.00	0.00	243.20	T
Refinish	10.2	32.00	0.00	0.00	326.40	T
Taxable Labor					669.60	
Labor Tax			@	6.625 %	37.74	
or Summary	17.8				607.34	

litional Costs			Amount
Taxable Costs			207.60
Sales Tax	@	6.625%	13.75
Total Additional Costs			221.25

II.	Part Replacement Summary			Amount
	Taxable Parts			623.14
	Sales Tax	@	6.625%	41.28
	Total Replacement Parts Amount			664.42

IV.	Adjustments	Amount
	Customer Responsibility	0.00

I.	Total Labor:	607.34
II.	Total Replacement Parts:	664.42
III.	Total Additional Costs:	221.25
	Gross Total:	1,493.01
IV.	Total Adjustments:	0.00
	Net Total:	1,493.01

<u>This is a preliminary estimate.</u>
<u>Additional changes to the estimate may be required for the actual repair.</u>

IATE RECALL NUMBER: 05/11/2000 11:32:31 4342

ell Data Version: APR_00_A

Date: 6/ 9/00 06:48 AM
Estimate ID: 04-1221-11901
Estimate Version: 0
Committed
Profile ID: 6.625

STATE FARM INSURANCE
688 MILSAP RD FAYETTEVILLE, AR 72903
(501) 973-8000
Fax: (501) 973-8099

FOR ANY QUESTIONS REGARDING THIS ESTIMATE PLEASE CONTACT THE CLAIMS HANDLER INDICATED BELOW.

Damage Assessed By: DANNY WILLIAMS

Claims Handler: John Tedford
(501) 973-8023

*SUPPLEMENT REQUEST FAX NUMBER - 973-8030

Type of Loss: Collision (Spec)
Date of Loss: 5/10/00
Deductible: 500.00
Claim Number: 04-1221-11901

Insured: CAMILLA ROMUND
Address: 705 E LAFAYETTE ST FAYETTEVILLE, AR 72701-4436
Telephone: Home Phone:(501) 521-4516

Mitchell Service: 910130

Description: 1992 Honda Accord LX
Body Style: 4D Wgn
VIN: 1HGCB9858NA012668
Mileage: 143,697
OEM/ALT: A
Color: WHITE
Options: AIR CONDITIONING, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS TILT STEERING WHEEL, CRUISE CONTROL, ELECTRIC DEFOGGER, AM-FM STEREO AUTOMATIC TRANSMISSION

Drive Train: 2.2L Inj 4 Cyl 4A
License: YFC474 AR
Search Code: SFV133

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	700031	BDY	REMOVE/REPLACE	R REPLACE FENDER	Qual Recycled Part	100.00 *	2.1 #
2	AUTO	REF	REFINISH	R FENDER ASSY			C 2.2
3				MABRYS 521-1586 KEVIN			
4				LINE MARKUP %25.00		25.00	
5	700033	BDY	REMOVE/REPLACE	R FENDER MOULDING	Qual Recycled Part		0.2
6				*** END OF ATG SECTION ***			
7	AUTO	BDY	OVERHAUL	FRT COVER ASSY			0.8 #
8	001700	BDY	REMOVE/REPLACE	FRT BUMPER COVER	Remanufactured	150.00 *	INC #
9	AUTO	REF	REFINISH	FRT BUMPER COVER			C 2.4
10				T/TOWN BUMPER 800-256-6653			
11	002710	BDY	REMOVE/REPLACE	R FRT COMBINATION LAMP ASSEMBLY	Qual Recycled Part	125.00 *	1.6 #
12	AUTO	BDY	CHECK/ADJUST	HEADLAMPS			0.4
13				MABRYS QUOTE#98423 521-1586 KEVIN			
14				LINE MARKUP %25.00		31.25	
15	003740	BDY	REPAIR	HOOD PANEL	Existing		2.5*

Date: 6/ 9/00 06:48 AM
Estimate ID: 04-1221-11901
Estimate Version: 0
Committed
Profile ID: 6.625

16	AUTO	REF	REFINISH	HOOD OUTSIDE			C 2.5
17	017790	BDY	REMOVE/INSTALL	R W/SHIELD WASHER NOZZLE	Existing		0.2* #
18	017800	BDY	REMOVE/INSTALL	L W/SHIELD WASHER NOZZLE	Existing		0.2* #
19	023860	REF	BLEND	R FRT ADD FOR JAMBS & INSIDE			C 0.4
20	024490	BDY	REMOVE/INSTALL	R FRT DOOR BELT MOULDING	Existing		0.3*
21	024520	BDY	REMOVE/INSTALL	R FRT DOOR FRONT MOULDING	Existing		0.3*
22	027890	BDY	REMOVE/INSTALL	R FRT DOOR OUTSIDE HANDLE	Existing		0.2* #
23	900500	BDY *	REMOVE/REPLACE	TAPE STRIPE	Sublet	25.00 *	0.0*
24	900500	REF *	REMOVE/REPLACE	FLEX ADDITIVE	New	0.00 *	0.1*
25	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.00 *	
26	AUTO	REF	ADD'L OPR	CLEAR COAT			2.0
27	933005	BDY	ADD'L OPR	RESTORE CORROSION PROTECTION		10.00 *	0.3*
28	AUTO		ADD'L COST	PAINT/MATERIALS		201.60 *	

* - Judgement Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	9.1	32.00	10.00	0.00	301.20	T
Refinish	9.6	32.00	0.00	0.00	307.20	T
	Taxable Labor				608.40	
	Labor Tax	@	6.625 %		40.31	
Labor Summary	18.7				648.71	

II. Part Replacement Summary			Amount
Taxable Parts			400.00
Parts Adjustments			56.25
Sales Tax	@	6.625%	30.23
Total Replacement Parts Amount			486.48

III. Additional Costs			Amount
Taxable Costs			204.60
Sales Tax	@	6.625%	13.55
Total Additional Costs			218.15

IV. Adjustments	Amount
Insurance Deductible	500.00-
Customer Responsibility	500.00-

I.	Total Labor:	648.71
II.	Total Replacement Parts:	486.48
III.	Total Additional Costs:	218.15
	Gross Total:	1,353.34
IV.	Total Adjustments:	500.00-
	Net Total:	853.34

Point(s) of Impact
1 Right Front Corner (P)

Inspection Site: FDI
FAYETTEVILLE, AR
Inspection Date: 6/ 9/00

ESTIMATE RECALL NUMBER: 6/ 9/00 06:48:00 04-1221-11901

Mitchell Data Version: MAY_00_A

******CAUTION*****

FAILING TO PRESENT THIS ESTIMATE TO THE REPAIRING GARAGE BEFORE REPAIRS MAY RESULT IN ADDITIONAL EXPENSE TO YOU.

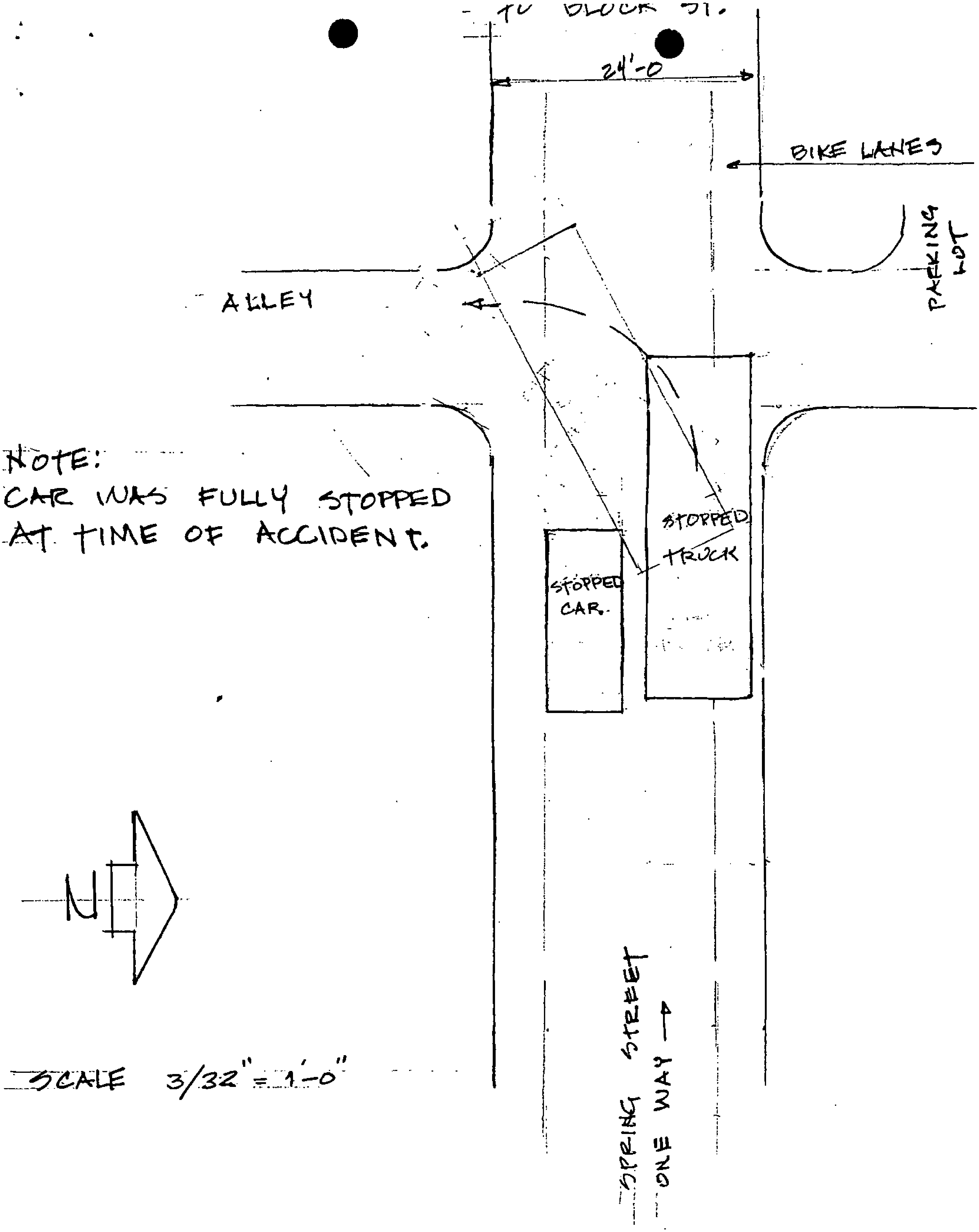
THIS IS NOT AN AUTHORIZATION TO REPAIR!
ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY A STATE FARM CLAIM REPRESENTATIVE.

****

NOTICE: REPAIRS TO THIS VEHICLE MAY REQUIRE SPECIFIC WELDING EQUIPMENT AS RECOMMENDED BY THE MANUFACTURER.

****

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



NOTE:
CAR WAS FULLY STOPPED AT TIME OF ACCIDENT.

1315 Proofed/Logged by: WLC 05-12-00

Page # 1 of 1 Pages

ARKANSAS MOTOR VEHICLE TRAFFIC ACCIDENT REPORT

ASP 49 (REV 8/96)

0 72050034247

Rpt. #: Unit Assigned: 124 Premises: Geo. Code: District: 3

Accident Date Month/Day/Year	Day of Week	Time of Accident Time	AM	PM	No. of Vehicles	Temp (Deg)	Hit & Run	Vehicles Direction of Travel	Official Use Only
1 5-10-00	Wed.	8:51	☒	☐	2	62	☐ YES ☒ NO	V # 1 ☐ N ☒ S ☐ E ☐ W V # 2 ☐ N ☐ S ☐ E ☒ W	0

County Accident Occurred: 2 Washington

City Accident Occurred: Fayetteville

Not in City, but ☐ Miles ☐ Feet ☐ N ☐ S ☐ E ☐ W of City Limits

Road/Street/Highway Accident Occurred on: 1 Spring Street

If on Numbered Highway/County Rd. - Give Number

Section: Log Mile:

Use only the following reference points: Intersecting Highway, County Road, City Street, Bridge, Railroad Crossing, Overpass, Underpass, County Line, City Limits, Milepost, State Line.

☐ At Intersection With, or 50 ☐ Miles ☒ Feet ☐ N ☐ S ☒ E ☐ W of Block Reference Pt.

5

Vehicle # 1 or Pedestrian #	Vehicle # 2 or Pedestrian # 587-1523
Commercial Vehicle ☐ YES (if checked see supplemental) ☒ NO	Commercial Vehicle ☐ YES (if checked see supplemental) ☒ NO 98
2 Drivers Name (First, MI, Last): Gregory Taylor Inj. Code: 5	Drivers Name (First, MI, Last): Alana M. Romund Inj. Code: 5 99
14 Address (No. + Street/Route/P.O. Box, etc.): 12738 Richardson Rd Safety Equip: Eject Code: 0	Address (No. + Street/Route/P.O. Box, etc.): 701 E. Lafayette Safety Equip: 3 Eject Code: 0
2 City: Farmington State: Ar Zip: 72730	City: Fayetteville State: Ar Zip: 72701 11
2 Date of Birth MO/DA/YR: 10-10-72 Race: W Sex: M Age: 27 Drivers License Class Number and State: 445626515 Ar ☒ DL ☐ CDL ☐ None	Date of Birth MO/DA/YR: 2-8-82 Race: W Sex: F Age: 18 Drivers License Class Number and State: 906578055 Ar ☒ DL ☐ CDL ☐ None 19
BAC Test 2 ☐ Yes ☒ No Results (if Known) % ☐ Refused Test	BAC Test ☐ Yes ☒ No Results (if Known) % ☐ Refused Test 17
Vehicle Owners Name (First, MI, Last): City of Fayetteville	Vehicle Owners Name (First, MI, Last): Camilla Romund 4
1 Owners Address (No. + Street/Route/P.O. Box, etc.): 113 W. Mountain	Owners Address (No. + Street/Route/P.O. Box, etc.): 705 E. Lafayette 4
City: Fayetteville State: Ar Zip: 72701	City: Fayetteville State: Ar Zip: 72701
0 Make & Type of Vehicle (Motorcycle, Pickup, etc.) Make: Mack Model: Midliner Body Style: C/C	Make & Type of Vehicle (Motorcycle, Pickup, etc.) Make: Honda Model: Accord Body Style: 4dr
Vehicle Registration Year: 00 State: Ar Lic #: X 9037	Vehicle Registration Year: 00 State: Ar Lic #: 4FC474 1
Vehicle Identification Number (VIN): VG6BA09V2WB70K867 Veh. Year: 99 Est. Repair Cost: 0	Vehicle Identification Number (VIN): 1HGCB9858NA012668 Veh. Year: 92 Est. Repair Cost: $1,500.00 0
Trailers? ☐ Yes ☒ No # Units: Reg. State: Plate #:	Trailers? ☐ Yes ☒ No # Units: Reg. State: Plate #: 13 0
Prior Veh. Damage ☐ Yes ☒ No If Yes Describe Damage and Location	Prior Veh. Damage ☐ Yes ☒ No If Yes Describe Damage and Location 1
Vehicle Damage as Result of Accident ☐ Disabled ☐ Other Damage ☐ No Damage ☒ Functional	Vehicle Damage as Result of Accident ☐ Disabled ☐ Other Damage ☐ No Damage ☒ Functional 7 7 1

Passenger Information (List Below)

13	14	15	16	17	18	19	20	21	22	Name (First, MI, Last)	23	Address (No. + Street/Route/P.O. Box/City/State/Zip)
1	9	0	0	W	M	21	5			Glen Brown		141 Adobe Fayetteville, AR 72704

1 1

RECEIVED MAY 12 2000

Display Ads

Post-it® Fax Note 7671

To Sherry	Date 10/16 # of pages ▸ 2
Co./Dept. NWA Times	From C. C. office
Phone # 521-1700	Co.
Fax # 442-5477	Phone # 575-8323
	Fax #

Attn: Tracy
From: Sherry

PROOF

NORTHWEST ARKANSAS TIMES

Proof Copy-Please Approve/Correct
and Fax Back to (501) 442-5477
By 4:30 p.m. Today
Questions (501)442-1700
Approved by Date 10-16-00

CITY OF FAYETTEVILLE

Final Agenda
CITY COUNCIL
October 17, 2000

A meeting of the Fayetteville City Council will be held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, AR

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 19 and October 3, 2000 meetings.
2. **BID 00-66**: A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.
3. **BID 00-70:** A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.
4. **SEWER MANHOLE REHABILITATION:** A resolution approving a

Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.

4. SEWER MANHOLE RE[illegible]ILITATION: A resolution approving a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

5. BLUE CROSS/BLUE SHIELD: A resolution renewing the BCBS Medical Contract for Policy Year January 1, 2001 through December 31, 2001.

6. NEW WORLD SYSTEM: A resolution approving a three-year standard software maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign contract.

7. MUNICIPAL COURT SOFTWARE: A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorize the Mayor and City Clerk to sign agreement.

8. BID 00-69: A resolution approving a budget adjustment and awarding Bid No. 00-69 to Total Data Services, Inc. for an IBM AS/400 model 720 and to Info Works, Inc. for an IBM AS/400 model 720.

9. DEVELOPMENT IMPACT FEE STUDY: A resolution approving a phase one of the contract with James Duncan and Associates, Inc. to perform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

10. EDUCATIONAL ACCESS CHANNEL: A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2000.

11. WHITE RIVER BASEBALL COMPLEX: A resolution approving a budget adjustment in the amount of $50.900 for White River Baseball Complex.

12. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM: A resolution approving the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new resolution will replace Resolution No. 81-88 approved on November 1, 1988.

B. OLD BUSINESS

C. NEW BUSINESS

1. RZ 00-22: An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

2. WATER AND SEWER BONDS: A public hearing on an ordinance providing for the issuance of $10,000,000 principle amount of Water and Sewer System Revenue Bonds, Series 2000; authorizing the execution and delivery of a trust indenture, and underwriting agreement, a remarketing agreement, a letter of credit and reimbursement agreement, and a tax compliance agreement in connection therewith; approving an official statement in connection with the offer and sale of the bonds; providing for certain other matters relating thereto; and declaring an emergency.

ORDINANCE NO. ________

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $10,000,000 PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2000; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, AN UNDERWRITING AGREEMENT, A REMARKETING AGREEMENT, A STANDBY BOND PURCHASE AGREEMENT, AND A TAX COMPLIANCE AGREEMENT IN CONNECTION THEREWITH; APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFER AND SALE OF THE BONDS; PROVIDING FOR CERTAIN OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, owns and operates a public water and sewer utility system (which system, together with all capital improvements thereto, is herein collectively called the "System"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment 65 and Arkansas Code Annotated §§ 14-234-201 *et seq.*; Arkansas Code Annotated §§ 14-235-201 *et seq.*; Arkansas Code Annotated §§ 14-164-401 *et seq.*; and Arkansas Code Annotated §§ 19-9-601 *et seq.* (collectively, the "Authorizing Legislation"), to acquire, construct, equip, improve, maintain, operate and repair the System and to issue its revenue bonds to finance and refinance capital improvements to the System; and

WHEREAS, the City has previously issued its $5,500,000 Water and Sewer System Revenue Bonds, Series 1994 (the "Series 1994 Bonds"), pursuant to the Authorizing Legislation and Ordinance No. 3829 of the City, adopted September 20, 1994; and

WHEREAS, the City has previously issued its $8,365,000 Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds"), pursuant to the Authorizing Legislation and Ordinance No. 4159 of the City, adopted April 20, 1999; and

WHEREAS, in order to finance and reimburse the City for the costs of System wastewater treatment improvements (the "Project"), the City Council has determined that it is in the best interests of the City and its citizens that the City authorize and issue its Water and Sewer System Revenue Bonds, Series 2000 (the "Series 2000 Bonds"), in the aggregate principal amount of $10,000,000 and with such terms as further described in Section 1 of this Ordinance, to provide funds, together with other available funds, to accomplish the Project and to pay certain expenses incidental to the issuance thereof; and

WHEREAS, an open public hearing on the question of the issuance of the Series 2000 Bonds has been held before the City Council of the City on October 17, 2000, following publication of notice thereof in the *Northwest Arkansas Times* on October 6, 2000; and

WHEREAS, the Series 2000 Bonds will be issued pursuant to the terms and provisions of a Trust Indenture dated as of November 1, 2000 (the "Indenture"), by and between the City and a banking corporation or trust company to be designated, as trustee (the "Trustee"), and will be payable from and secured by net revenues of the System on a junior and subordinate basis to the Series 1994 Bonds and the Series 1999 Bonds; and

WHEREAS, arrangements have been made for the sale of the Series 2000 Bonds to Banc of America Securities LLC, as underwriter (the "Underwriter"), and in connection therewith there will be prepared and distributed a Preliminary Official Statement relating to the Series 2000 Bonds (the "Preliminary Official Statement"); and

WHEREAS, there has been submitted to the City an Underwriting Agreement (the "Underwriting Agreement"), to be entered into between the City and the Underwriter, providing for the sale of the Series 2000 Bonds to the Underwriter; and

WHEREAS, in order to provide liquidity support to the City, Bank of America, N.A. (the "Liquidity Provider") will issue and deliver to the Trustee its irrevocable standby letter of credit (the "Liquidity Facility") under a Standby Bond Purchase Agreement dated as of November 1, 2000 (the "Reimbursement Agreement"), between the Liquidity Provider and the City; and

WHEREAS, copies of the Indenture, Preliminary Official Statement, Underwriting Agreement, Reimbursement Agreement, Remarketing Agreement (as defined herein) and Tax Compliance Agreement (as defined herein) have been submitted to the City;

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

Section 1. Under the authority of the Constitution and laws of the State, including particularly Amendment 65 and the Authorizing Legislation, there is hereby authorized the issuance of revenue bonds of the City to be designated "City of Fayetteville, Arkansas Water and Sewer System Revenue Bonds, Series 2000" in the principal amount of $10,000,000 (the "Series 2000 Bonds"). The Series 2000 Bonds shall be special obligations of the City and the principal of and the interest on and any redemption premium on the Series 2000 Bonds shall be secured by a statutory mortgage lien upon the water transmission and distribution portion of the System and by a pledge of the Net Revenues (as defined in the Indenture). The Series 2000 Bonds shall be secured on a junior and subordinate basis to the Series 1994 Bonds and the Series 1999 Bonds. The Series 2000 Bonds shall bear interest at the rates specified in the Indenture hereinafter authorized, not to exceed eleven percent (11.00%) per annum at any time, and shall mature no later than November 1, 2006. The Series 2000 Bonds are hereby approved in substantially the form contained in the Indenture submitted to this meeting, and the Mayor is hereby authorized and directed to execute and deliver the Series 2000 Bonds and the City Clerk is hereby authorized and directed to execute and deliver the Series 2000 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2000 Bonds to be authenticated by the Trustee.

Section 2. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be secured, executed, authenticated, issued, accepted and held, the Mayor and City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Indenture, and the Mayor and City Clerk are hereby authorized and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee. The Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter, Kutak Rock LLP ("Bond Counsel") and Stephens Inc. (the "Financial Advisor") in order to complete the Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 3. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute and acknowledge the Underwriting Agreement by and between the City and the Underwriter. The Underwriting Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter, Bond Counsel and the Financial Advisor in order to complete the Underwriting Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Underwriting Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. To prescribe the terms and conditions upon which the Liquidity Facility is to be issued, the Mayor is hereby authorized and directed to execute and acknowledge the Reimbursement Agreement. The Reimbursement Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Liquidity Provider, Bond Counsel and the Financial Advisor in order to complete the Reimbursement Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Reimbursement Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. To prescribe the terms and conditions upon which the Series 2000 Bonds are to be periodically remarketed in accordance with the provisions of the Indenture, the Mayor is hereby authorized and directed to execute and acknowledge a Remarketing Agreement dated as of November 1, 2000 (the "Remarketing Agreement"), by and between the City and Banc of America Securities LLC, as remarketing agent (the "Remarketing Agent"). The Remarketing Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Remarketing Agent, Bond Counsel and the Financial Advisor in order to complete the Remarketing Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Remarketing Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to ensure the continuing exemption of interest on the Series 2000 Bonds from the income of the holders thereof, the Mayor is hereby authorized and directed to execute and acknowledge a Tax Compliance Agreement dated as of November 1, 2000 (the "Tax Compliance Agreement"), by and between the City and the Trustee. The Tax Compliance Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, Bond Counsel and the Financial Advisor in order to complete the Tax Compliance Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Tax Compliance Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. All actions heretofore taken by the City and its officers and staff in connection with the offer and sale of the Series 2000 Bonds, including the preparation of the Preliminary Official Statement, are hereby in all respects ratified and approved. An Official Statement (the "Official Statement") is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes and additions thereto as shall be necessary to reflect the terms of the Series 2000 Bonds and their issuance, and the Mayor is hereby authorized and directed to execute, deliver and permit the distribution of the Official Statement with such changes as he deems advisable in the name of and on behalf of the City, his execution and delivery of the Official Statement to constitute conclusive evidence of his approval of any such changes.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. The City hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue more than $10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 2000. The City hereby designates each of the Series 2000 Bonds as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Series 2000 Bonds, the Indenture, the Underwriting Agreement, the Reimbursement Agreement, the Tax Compliance Agreement, the Official Statement and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this

Ordinance. The Mayor and the City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. The provisions of this Ordinance are hereby declared to be severable and, if any such provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 11. All resolutions or ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. It is hereby ascertained and declared that, in order to alleviate immediate hazards to the health, safety and welfare of the City, its inhabitants and their property by insuring the continued operation of the System on an adequate and efficient basis, the Project must be accomplished and facilitated by the issuance the Series 2000 Bonds. It is, therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall take effect and be enforced from and after its adoption.

PASSED AND APPROVED this _____ day of October, 2000.

APPROVED:

Fred B. Hanna, Mayor

ATTEST:

Heather Woodruff, City Clerk

[S E A L]

RZ 00-22
10/17/00

October 17th, 2000

I, Wesley Whitmore, am owner of Wes' BBQ located in the commercial center on South University Ave, just north of Hogwash Laundry, also north, down the hill from 28 S. University Ave, the property known as "the Shoemaker House."

It is my opinion that there is not enough parking for a sixplex apartment complex to be built on that small lot and therefore it is my concern that guests, friends, family of the apartment residents will be using my parking lot for their own private use, to which I would object.

It is therefore my opinion that the area on South University Ave be kept as a residential one, including the Shoemaker House.

I respectfully request that the City of Fayetteville decline the developer's request for a rezoning so that apartments can be built.

Wesley Whitmore
signed

phone: 521-5901

RZ 00-22
10/17/00

Tuesday, October 17th, 2000

I, Anna Inthathirath, am the owner of Hogwash Laundry which is adjacent to the "Shoemaker House", 28 S. University Ave, Fayetteville, Arkansas.

The Hogwash Laundry lies on the north side of the property where apartments might be built.

I am concerned that there is not enough parking space for the apartments, that the friends and guests of the proposed apartment occupants will be parking in my business space, using it for their own private use.

I therefore respectfully request that the City of Fayetteville decline permission to the developer to have apartments built right above my place of business. I believe that it would be in best interest of the community that this property remain residential due to the lack of adequate parking space.

I do not want to become embroiled in arguments with people who might end up using my lot for their use.

Anna Inthathir

Phone: 501-575-9274

RZ 00-82
10/17/00

OCTOBER 3, 2000

DEAR MR. ROBSON,

THANK YOU FOR INFORMING ME OF THE JAMES M. MASSEY PLAN FOR DEVELOPMENT ADJACENT TO PROPERTY WHICH MY WIFE AND I OWN AT 32 SOUTH UNIVERSITY STREET, FAYETTEVILLE. I WAS NOT AWARE OF THE PLAN.

APPROXIMATELY TWO OR THREE MONTHS AGO, I DID RECEIVE AN INQUIRY FROM A SECRETARY IN THE ACCOUNTANT OFFICE OF REGINA YOUNG, WHO WAS CALLING ON BEHALF OF AN UNIDENTIFIED FRIEND; THE FRIEND BEING INTERESTED IN PURCHASING OUR UNIVERSITY PROPERTY. I DID NOT INQUIRE AS TO WHY THERE WAS INTEREST IN A PURCHASE, BUT I DID MAKE IT CLEAR I WAS NOT INTERESTED IN SELLING. IT IS AN ASSUMPTION, ONLY, THAT THE INTERESTED PARTY MAY HAVE BEEN MR. MASSEY.REGARDLESS, I HAVE NEVER BEEN CONTACTED BY MR. MASSEY.

I REMAIN NOT INTERESTED IN SELLING, OR SHARING, EITHER THE PROPERTY, OR A PORTION OF THE PROPERTY IN ORDER TO FACILITATE DEVELOPMENT OF THE AREA.

THANKS FOR CONTACTING ME. YOU ARE WELCOME TO USE INFORMATION IN THIS LETTER IN ORDER TO QUALIFY YOUR OPPOSITION TO THE MASSEY PROPOSAL.

SINCERELY, DONALD ROLLER WILSON

Donald Roller Wilson

STUDIO • 311 WEST MOUNTAIN STREET • FAYETTEVILLE, ARKANSAS 72701

RZ 00-22
10/17/00

October 16th, 2000

I, Alex Mahler, own several of the houses on South University Ave in Fayetteville.

I was in the bidding process for 28 South University Ave.

It was my intention, had I been the successful bidder, to keep the "Shoemaker House" intact, to restore it, to not tear it down.

I believe that it would be in the best interest of the whole neighborhood for the house to not be torn down or removed , but rather to be restored and to be kept in its present location.

Alex Mahler

521-2539 Home
263-2539 Cell
443-1080 Verizon Pager

RZ00-22
10/17/00

Petition to the City of Fayetteville

Opposing the Rezoning of 28 S. University Ave.
from C-1 (Neighborhood Commercial)
to R-III (High Density Residential)

We, the undersigned, as residents, owners or occupant/owners of property on So. University Ave, living in single family homes, respectfully request the City Council to oppose the rezoning of 28 So. University Ave to R-3 for the following reasons:

(1) all of the residents on the east side of South University Ave, including the "Shoemaker House" are single family occupants who see this plan to build a sixplex as an invasive intrusion on the character and integrity of the neighborhood. The safety of the street is threatened by more traffic.

(2) that the increase traffic would be a danger to the small children, mothers with babies in strollers and the elderly who walk South University Ave to go to the small commercial store and the Hogwash Laundromat adjacent to the presently commercial zoned Massey property.

(3) that the maps used by the developer inaccurately represented the adjacent north property as R3 instead of the C1 zoning which it is and that the Planning Commission and the Board of Adjustments relied, to some extent, on the accuracy of this map.

(4) that other misrepresentations to the Planning Board and the Board of Adjustments suggested that south adjacent property had no objections and was amenable to a common driveway, which would allow for additional land use space for driving, parking, dumpster, and allow for a larger sixplex unit dwelling. however, this was an additional misrepresentation in that the south adjacent property owner was never contacted by this developer, that he strongly opposes this development, and has no intention of selling or giving the twelve (12) feet of his property for use by this developer. (See attachment.)

(5) that resident neighbors who attempted to read the second sign in order to learn the time and place of the variance meeting were unable to do so because it had been prematurely removed.

(6) that this South University Ave neighborhood is truly a neighborhood where children walk to elementary and high school, and college, and parents walk to work. It is a small, single lane street without sidewalks. People know one another, visit causally up and down the street, across yards, in a warm, supportive, friendly manner, making the neighborhood "home" *in the most profound sense of the word*. Some have lived here for decades and intend to stay throughout their lives. Many who rent here wish to buy to become a permanent part of the neighborhood. The concern is that the proposed sixplex would be the beginning of the end of an entire neighborhood where people care for , support and nurture one another on an intimate and regular basis.

(7) that the "Shoemaker House" (now Massey property) is purportedly a pre Civil War dwelling which should be preseved as an historic site for enhacement of the City of Fayetteville, the State of Arkansas, and indeed the entire nation. Historic neighborhoods greatly add to the commerical value of the city in which they are located. (See attachment)

RZ 00-22
10/17/00

The Undersigned are residents of South University Ave who oppose the rezoning of 28 S. University for the purpose of apartment development.

South University House Number:	Full Legal Name	Phone Number
101	Richard Hastings	4440971
109	Tracy Childers	973-0185
109	Ryan Guyton	973-0185
115	Elaine Waters	582-5671
115	Rozlyn Imrie	582-5671
121 B	Ben Lobdell	239-2833
123	Tonya Tubbs	443-7552
123	Chris Hicks	443-7552
127	Bruce D. Walker	521-4940
129	[illegible]	582-9141
129	Maria Wesley	582-9141

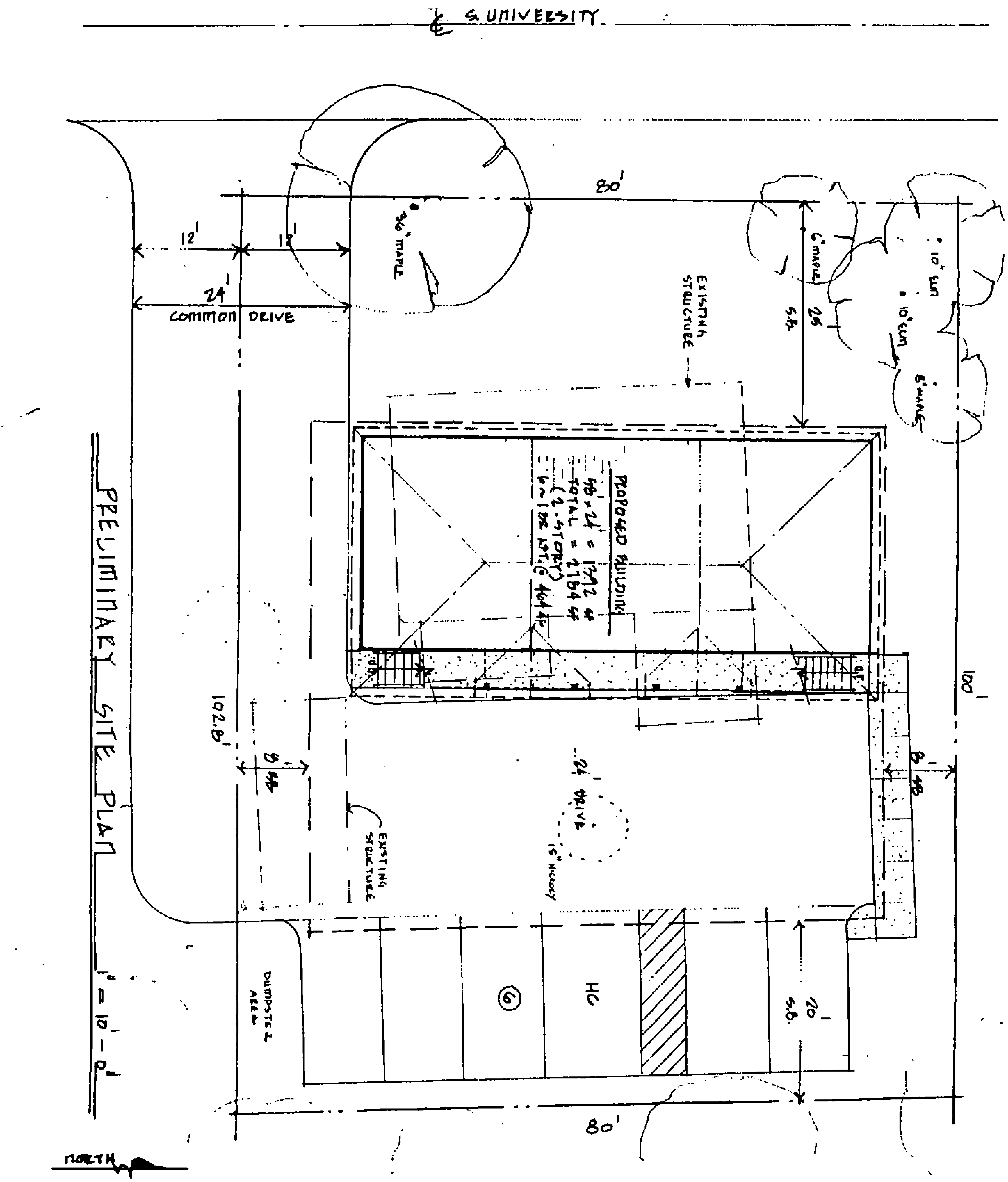
These signatures are to be presented with the Petition to the City of Fayetteville (See attachment)

RZ-00-22
10/17/00

The Undersigned are residents of South University Ave who oppose the rezoning of 28 S. University for the purpose of apartment development.

South University House Number:	Full Legal Name	Phone Number
28	"Mrs Shoemaker" would not have wanted this	
32	Laurin Wallace	444-7256
32	IrinaLibeLuLa Starr	444-7256
38	Marianne Beasley	521-1890
42	presently being remodeled as a single family dwelling	
50	Lauren Chamblin	444-6410
102	Sarah Louise Wheat	587-8997
102	Mike J Fiorine III	587-8997
110	Joe Robson	443-1805
110	Marcia R Robson	"
110	Tahlia Robson	443-1805
110	Serina Robson	443-1805
110	Shivaun Robson	"
112	Chloe Howell	582-0093

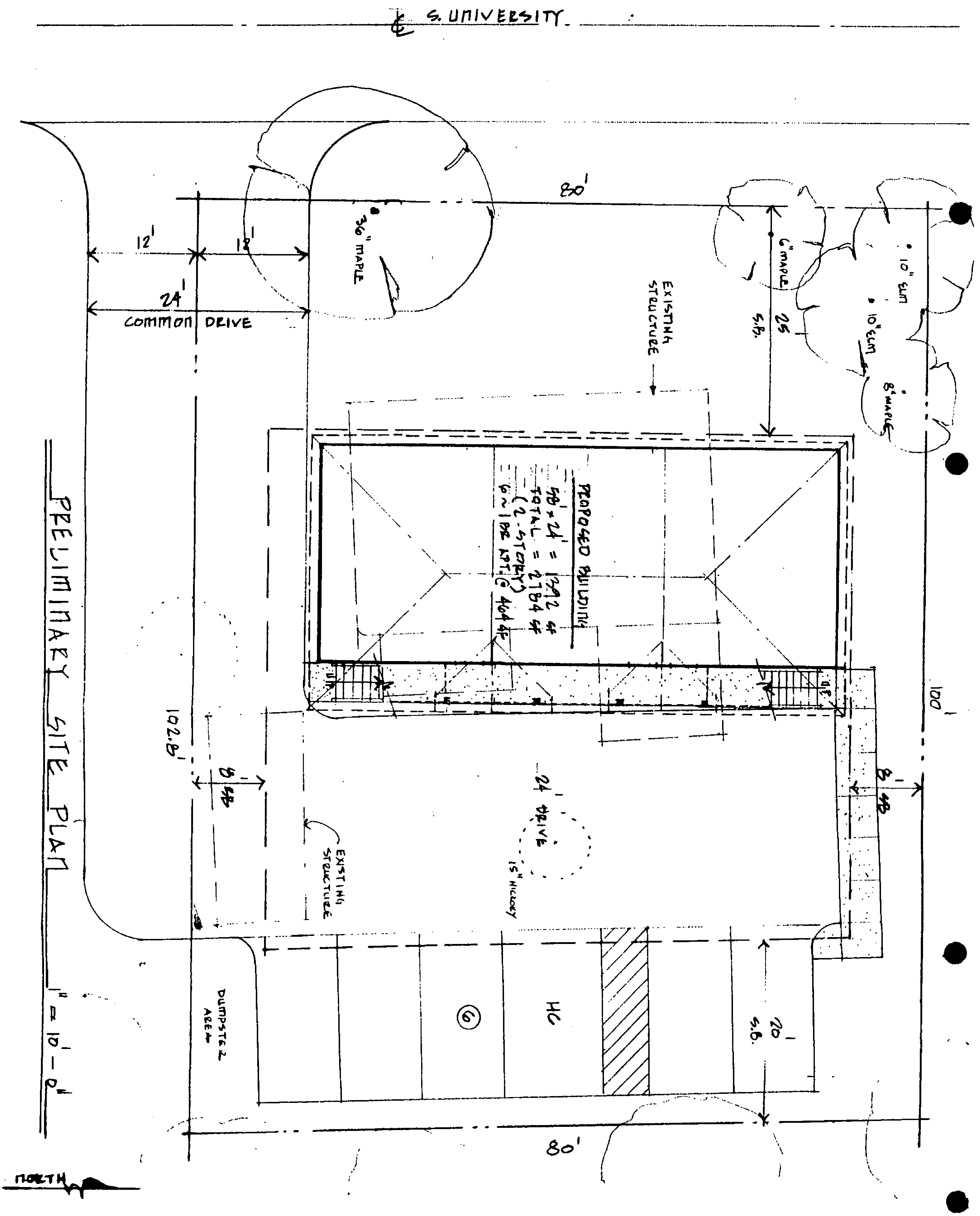
These signatures are to be presented with the Petition to the City of Fayetteville (See attachment)



28 S. UNIVERSITY AVE. - VARIANCE REQUEST

ARCHITECTURE · GRAPHIC PLANNING · CONSULTATION · DESIGN
JAMES THOMAS KEY
P.O. BOX 748 · FAYETTEVILLE, ARKANSAS 72702 · 501·444·8066

RZ 00-32
10/17/00



28 S. UNIVERSITY AVE. - VARIANCE REQUEST

ARCHITECTURE · GRAPHIC PLANNING · CONSULTATION · DESIGN
JAMES THOMAS KEY
P.O. BOX 748 · FAYETTEVILLE, ARKANSAS 72702 · 501·444·6066

RZ 00-28
10/17/00

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF October 17, 2000

FROM:

Marvin Hilton	Cable Administration	Administration
Name	Division	Department

ACTION REQUESTED: Passage of a resolution accepting a contract with the Community Access Television for public access television services.

COST TO THE CITY:

$ $69,000.00	$ ~~69,000~~ 63,000	Public Access Contract
Cost of this request	Category/Project Budget	Category/Project Name
1010-0600-5713-00	$0.00	Cable Administration Division
Account Number	Funds used to date	Program Name
	~~$69,000.00~~ 63,000	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

SEE MEMO ATTACHED	
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Marilyn J Cramer	9-29-00	Nancy Smith	10/3/00
Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date	ADA Coordinator	Date
	10-2-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Marvin Hilton	9-29-00
Division Head	Date
Department Director	Date
	10/3/00
Administrative Services Director	Date
	10/3/00
Mayor	Date

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA

FROM: MARVIN HILTON, CABLE ADMINISTRATOR 9-29-00

SUBJECT: COMMUNITY ACCESS TELEVISION CONTRACT

DATE: September 28, 2000

The Telecommunications Board, at their September 27, 2000 meeting, voted 5-1 to recommend to the City Council that the contract with Community Access Television for public access services be renewed for 2001. The present contract, for the year 2000, is the third of five automatic renewals . The contract for 2001will be the fourth year with automatic renewal for one additional automatic renewal for 2002. A new request for proposal will need to be issued for the renewing the 2003 C.A.T. contract.

The recommended contract budget includes an amount of $69,000 annually for community access television for 2001. This is $6,000 more than the 2000 budget.

See the attached excerpt from the minutes of the Telecommunications Board meeting of September 27, 2000 and the attached contract for public access television.

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: City Council

THRU: Fred Hanna, Mayor
John Maguire, Administrative Services Director

FROM: Stephen Davis, Budget Manager

DATE: October 2, 2000

SUBJECT: **Community Access Television Contract Funding - 2001 Budget**

Budget & Research Division recommends City Council postpone determining the final funding level for the Community Access Television (CAT) contract for 2001 until all funding recommendations for all City functions can be presented. The contract before City Council for CAT calls for funding of $69,000 for 2001. Currently, the City staff prepared 2001 budget work papers contain $63,000 for the contract for 2001. If the CAT contract is approved at the $69,000 level, staff will have to reduce funding for other planned services. The CAT contract is budgeted in the Cable Administration Division. Additional information concerning the Cable Administration Division 2001 budget is on page two.

As background information, the City of Fayetteville's 2001 budget process began on July 27 with a budget preparation training session for City staff. The budget submissions are currently in staff review. The City's annual budget must be submitted to City Council on or prior to December 1. Traditionally, the proposed budget has been submitted to City Council the last Tuesday in November. Budget hearings are scheduled as needed until City Council approves the budget during the last City Council meeting in December.

Each Division is given a target budget that is intended to provide funding for ongoing operations. If a Division cannot fund all of its operational expenditures within the target budget, the Division Head completes a target overrun form. The target overrun form lists the Department requesting the additional funding, the fund and program where the request will be budgeted, who prepared the request, the account number the expenditure should be budgeted in, the cost of the expenditure, the Division's priority, a description of the request, and a justification of the request.

The City's budget is driven by revenues available to fund operations. Projected revenues are used as the basis for establishing each target budget for ongoing operations. Based on current revenue trends, the target budget set for each division for 2001 is the same as the 2000 Annual Budget except for City Council authorized changes made subsequent to the adoption of the annual budget. As no increases were given from the prior year's budget, essentially all City Divisions have had to complete target overrun forms listing expenditure items necessary for ongoing operations. For example, the following table shows the adopted 2000 Budget, the 2001 target budget, and the target overrun listing for the Cable Administration Division.

2000 Adopted Budget	$217,890
2001 Target Budget	$217,900
Target overrun for batteries, tapes, and office supplies.	$4,131
Target overrun for equipment maintenance.	$4,180
Target overrun for NATOA Conference, Alliance of Community Media, etc.	$4,480

The example above shows that Cable Administration Division needs an additional $12,791 in funding for 2001 to have the same resources as they have in 2000. If City Council approves the CAT contract at $69,000 Cable Administration Division will need $18,791 more funding than currently programmed for their operations in 2001.

The City's budget is impacted by several significant uncontrollable cost increases for 2001. For example, fuel cost for City vehicles has become unpredictable and the cost has escalated tremendously over prior years, utility costs are projected to increase, and the City's group health insurance premiums have increased. The one area that has presented the most confusion in past budget years has been funding for services provided by not for profit agencies and funding for services provided by other governmental entities. This year, most of the not for profit agencies and other governmental entities that perform services for the City have requested additional funding for 2001.

Below is a table that outlines the City's funding for not for profit agencies and governmental entities since 1997 until present, including requests for funds in 2001:

Name of Agencies	1997 Funding	1998 Funding	1999 Funding	2000 Funding
Central EMS	$144,380	$143,545	$143,545	$143,545
Ozark Transit	39,690	42,780	19,468	39,468
First Night	550	9,748	15,000	12,000
Cable Access Television	52,000	63,000	63,000	63,000
Arkansas Athletic Outreach	5,000	10,000	15,000	10,000
Fayetteville Boys & Girls Club	108,824	123,634	205,036	210,799
Downtown Dickson	15,000	15,000	15,000	25,000
Council on Aging	30,000	31,000	31,000	35,000

Other Governmental Agencies

Fayetteville Public Library	389,513	476,200	558,322	594,300
Razorback Transit	20,000	20,000	0	20,000
NW AR Regional Planning	35,910	28,244	28,244	28,244

The funding requested for 2001 is as follows.

Not For Profit Agencies	2001 Funding Requested	2001 Target Budget	2001 Funding Difference
Central EMS	$143,545	$143,545	$0
Ozark Transit:			
Operations	41,406	35,000	(6,406)
Capital	25,217	0	(25,217)
First Night	15,000	0	(15,000)
Cable Access Television	69,000	63,000	(6,000)
Arkansas Athletic Outreach	10,000	10,000	0
Fayetteville Boys & Girls Club	193,107	186,362	(6,745)
Downtown Dickson	35,000	25,000	(10,000)
Botanical Gardens	58,700	0	(58,700)
Council on Aging	35,000	31,000	(4,000)

Other Governmental Agencies

Fayetteville Public Library	741,508	594,300	(147,208)
Razorback Transit	30,000	20,000	(10,000)
NW AR Regional Planning	28,244	3,378	(24,866)

Budget meetings and discussions are generally conducted with most City Divisions and agencies requesting funding from the City. These discussions are normally conducted in October and early November.

The purpose for providing the above information is to assist City Council in the difficult decisions faced in the coming budget year. If you have any questions or need additional information, please call me, Stephen Davis at 575-8296.

Telecommunications Board Meeting
Minutes: excerpt of motions and votes on the C.A.T. Contract
September 27, 2000
City Administration Building
113 West Mountain Street

1. Meeting was called to order at 5:55 PM.

2. Telecommunications Board Members present: James Alford, Kevin McDonald, Barbara Stripling, Doug Wright, Jim Bemis, Rowland McKinney and Bruce Hawkins. Also present were Marvin Hilton, Cable Administrator and various members of the press and public.

3. C.A.T. CONTRACT: Bob Emenegger, C.A.T. Board Chairman, requested that the C.A.T. budget be increased by 7% to cover such things as one full time and two part time production people for community requests to film events, for outreach and promotion of C.A.T., for education, permanent teachers, new manuals and classes at the high schools and the Walton Art Center. The 7% would be a total increase of about $67,400.

Kevin McDonald indicated that CAT might be better served by obtaining a level of self-funding.

Bob Emenegger said that Access has such a wide range of programming that is not consistent, and so it's difficult to maintain a steady audience and self-sufficiency. It is much more difficult for CAT than say a station like KUAF which has much more control over their program schedule, to be self-sufficient.

Barbara Stripling said that the problem is we can't tie funding to programming because we are not allowed to determine content. C.A.T. has to be content neutral.

Doug Wright moved that the C.A.T contract be approved with the 7% increase requested which would bring the total city funding to $67,500.

The motion failed for lack of a second.

James Alford moved that the C.A.T. contract be approved with a 9% increase for a total of $69,000.

Kevin McDonald seconded the motion.

Motion passed with a 5 to 1 vote.

PUBLIC ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND ACCESS 4 FAYETTEVILLE, INC. A.K.A.COMMUNITY ACCESS TELEVISION

THIS AGREEMENT is made and entered into this ___ day of _____________, 2000, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and Community Access Television, (hereafter Contractor) for the operation of the public access channel.

SECTION I.
CONTRACT PERIOD.

A. The contract period shall begin the 1st day of January, 2001 and shall continue until the 31st day of December,2001. However, this agreement may automatically renew for one (1) additional one (1) year term. Each such annual renewal term shall be subject to a favorable recommendation from the Telecommunications Board to the City Council, approval of renewal by the City Council, and budget approval by the City Council.

SECTION II.
SERVICES/DUTIES.

A. The Contractor hereby agrees and shall be responsible for operating the public access channel, which shall entail the following:

1. Scheduling and teaching of video production and telecommunications workshops for the Fayetteville general public.
2. Scheduling of programs on the public access channel.
3. Cablecasting of programs on the public access channel.
4. Promoting use of the Public Access Channel.

B. The Contractor shall provide, oversee, administer, and carry out all of the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provisions and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. Facility:

a. The City shall provide a facility to which the Contractor shall have access for the performance of their duties hereunder. Such facility shall be known as the Access Center.

b. The City shall be responsible for the payment of the Access Center utilities, routine building and grounds maintenance and maintenance of the structure.

c. Use of the Access Center conference/breakroom will be scheduled through the City.

2. Copier:

a. The Contractor may use the City's current copier at the Access Center for a charge of $.015 per copy. Additionally, the Contractor may use the copier located at the City Administration Building for the standard charge as is allocated per copy to the City Departments and Divisions. If the City upgrades the copier located in the Access Center, Contractor shall pay an adjusted charge per copy, up to, but not to exceed the standard City rate charged to City Departments and Divisions as determined annually.

b. Copy machine maintenance costs will be paid by the City.

3. Video Equipment:

a. The City and the Contractor shall each bear one-half of each separate maintenance expense incurred on the video equipment used by the Contractor. Contractor's total liability shall be limited to $1,000 cash and up to $1,000 in-kind maintenance on equipment. All in-kind maintenance shall be mutually agreed upon by City and Contractor.

b. One camera, to be designated by the City, and one tripod shall not be available for public access checkout. The reserved equipment shall be used only for government production, Contractor's contract productions, and contractor's promotional programs. Use of the reserved camera and tripod will be as scheduled by the City. Additional reservation of equipment may be required should it be determined, by the City, that the equipment was not available as needed for government channel productions.

c. The City will be responsible for scheduling use of the equipment. After hours scheduling must be confirmed by the City the next business day before it is finalized. Weekend checkout of equipment must be confirmed with the City by 5:00 Friday afternoon.

d. The Contractor is responsible for training all public access users on the equipment, certifying their ability to use the equipment, checking the equipment out to users, and checking it back into the facility. Contractor will make sure all of the City's equipment used for public access purposes is checked-out and returned in good working order. Contractor will notify the City immediately of any problems with equipment.

e. All video production equipment owned by the City and used for public, educational and/or government access productions shall be covered under the City's insurance policy.

4. Phone:

a. The City shall make one telephone line available for Contractor's business use. Contractor shall be responsible for reimbursing the City, on a quarterly basis, for this expense at a rate of $20 per month.

b. Contractor shall be responsible for their own long distance telephone calls.

c. Contractor shall be responsible for paying the costs of their listing in the telephone directory.

d. Contractor shall be responsible for answering their own phone line. Contractor will have an answering machine on their line when they are unable to answer calls.

e. Contractor shall not be required to answer the City's telephone lines at the Access Center.

5. Fees:

a. There shall be no charge to citizens of Fayetteville for the use of cable casting time on the public access channel, nor for the use of the facilities or equipment. However, Contractor's fees and charges may apply for such services as, but not limited to, instructions on video production and internet use, video tapes, video tape duplication, annual producer's fee and contracts for video productions.

6. Other/Misc.:

a. All communication between the City and the Contractor with regard to contractual matters will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and the Contractor's duly appointed representative. In the event of a disagreement over the administration of this agreement, either party may appeal to the e board who shall make recommendations to the Mayor or City Council, as may be required.

b. The use of alcohol, tobacco products, and illegal drugs is strictly prohibited in the Access Center.

c. Contractor's and City's employees shall not park in the spaces in front of the Access Center.

d. Contractor shall have at least one paid staff person or a designated volunteer in the Access Center whenever a program is being produced in the studio. Contractor shall have a paid staff person on site during the production of live programming at the Access Center.

e. Contractor and City shall each bear one-half of the costs of supplies used by everyone in the facility's breakroom.

f. Contractor's staff shall do their part to keep the Access Center clean by keeping the breakroom clean after use by their staff and public access users.

g. Contractor shall be responsible for placing messages from non-profit groups and organizations on the public access channel.

h. Contractor will follow the City's rules for the use of the Access Center.

I. Live shows will be taped by the Contractor and held for four days. All other shows are on tape and available for review at the Access Center. The owners of the taped programs will be asked to leave them for four days if they are not in the tape library. Accurate cablecast logs will be kept by Contractor as proof of what programs were cablecast.

j. Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract, is vested with the City and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City, in writing. Donations of goods to the Contractor remain with the Contractor.

SECTION III.
LEGAL AUTHORITY.

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Contract on behalf of the Contractor have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the Contractor to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

SECTION IV.
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. The Contractor shall comply with all applicable laws, regulations, procedures and policies of the Federal, State and local governments.

SECTION V.
FUNDING/CONSIDERATION.

A. Consideration.

1. The City hereby agrees to pay Contractor the monthly sum of $______ for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15th ,2001.

SECTION VI.
PROGRAMMING.

A. Public access equipment shall be provided on a first come, first served, non-discriminatory basis, subject only to any restrictions set forth herein. Public access channel time shall be made available on a non-discriminatory basis, with consideration being given to an appropriate scheduling time.

B. Contractor shall require access producers to sign an agreement warranting that the program they are submitting does not contain:

1. any violation of any state or federal law relating to obscenity;

2. any material that is libelous, slanderous, or other defamation of character, or an unlawful invasion of privacy;

3. any advertising or material which promotes any commercial product or service;

4. any use of material which violates copyright law; or,

5. any material contrary to local, state or federal laws, regulations, procedures and policy.

SECTION VII.
PERSONNEL.

A. Contractor shall adequately staff the public access operation to meet the services and duties outlined in this agreement.

B. During the contract period, the staff for the public, educational and government channels will be working together at the Access Center. The Contractor's staff will be expected to work in a cooperative manner with all groups using the facility.

SECTION VIII.
REPORTS AND INFORMATION.

A. At such times and in such form as the City may require, the Contractor shall furnish such statements, records, reports, data and information, as the City may request and deem pertinent to matters covered by this Agreement.

B. The City shall provide the Contractor with equipment usage forms which are to be completed by Contractor's staff as well as public access users each time equipment is used. Contractor is responsible for submitting these completed forms to the City within one working day after the equipment is used.

C. Contractor shall submit quarterly reports on the operations of the public access channel to the City.

D. Contractor shall submit an annual report which shall include a summary of all quarterly reports, review contract requirements and document compliance with contract requirements. The annual report will be due sixty (60) days following the end of the contract year.

E. In addition to the above listed reports, the Contractor shall provide the following additional information to the City:

1. Reports of stolen or damaged equipment within one working day of learning of each occurrence.

2. Requests for changes in any procedures or rules pertaining to protection or preservation of City owned equipment and facilities.

3. All corporate documents, including but not limited to the Contractor's by-laws, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members.

4. Amendments or changes to programming policies.

SECTION IX.

AUDIT/REVIEW

A. The Contractor agrees to provide the City with a monthly financial report summarizing activity during the preceding 30 day period. Said report shall include income and balance sheet statements.

B. Contractor shall have a certified public accountant complete an official review of its financial records annually. This report shall be submitted to the City by the last day of the third month after the end of Contractor's fiscal year.

SECTION X.
ACCESSIBILITY OF RECORDS.

A. At any reasonable time and as often as the City may deem necessary, the Contractor shall make available to the City, or any of its authorized representatives, all of Contractor's records related to all matters covered by this Agreement and shall permit the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

SECTION XI.
INSURANCE.

A. Contractor shall obtain and keep in force during the term of this agreement a policy or policies of public liability and property damage insurance. The coverage, at a minimum, shall be in the following amounts:

1. General Liability:

a.	General Aggregate	$1,000,000
b.	Products/Completed Oper. Aggr.	$1,000,000
c.	Personal & Advertising Injury	$1,000,000
d.	Each Occurrence	$100,000
e.	Fire Damage (any one fire)	$50,000
f.	Medical Expense (any one person)	$5,000

2. Worker's Compensation for all employees as required by Arkansas Statutes.

B. Contractor shall furnish the City with a certificate showing that such coverage has been obtained and is currently in effect. Contractor shall not change or cancel any policy of insurance obtained for the purposes of this agreement except after thirty (30) days written notice to City and written acceptance by the City of such changes or cancellation.

SECTION XII.
DIRECTOR'S MEETINGS

A. During the term of this Contract, the Contractor shall cause to be delivered to the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to the City in a timely manner to give adequate notice and shall also include an agenda.

B. Minutes of all meetings, if taken, and materials distributed in meetings of the Contractor's Board of Directors, or committees thereof, shall be submitted to the City.

C. The Contractor's Board meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann., §25-19-101 et. seq.

SECTION XIII.
BONDING.

A. The Contractor shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this Agreement, within ten (10) days of Contract execution. The fidelity bond shall be in an amount equal to ten percent (10%) of the City grant award or $5,000, whichever is less. The Contractor shall furnish the City proof of an adequate fidelity bond prior to the first payment of funds under this Agreement.

SECTION XIV.
EQUAL OPPORTUNITY.

A. Contractor shall comply with all applicable equal opportunity, affirmative action and ADA laws or regulations, including those of the City of Fayetteville.

B. The Contractor will furnish all information and reports requested by the City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such rules and regulations.

C. In the event of the Contractor's non-compliance with the non-discrimination requirements of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further agreements with the City.

SECTION XV.
PERSONNEL POLICIES.

A. Personnel policies shall be established by the

Contractor and shall be available for examination by the City. Public access operations shall be open to the public the maximum hours permitted by resources available but at least forty (40) hours per week. In planning these times, Contractor shall take into consideration the needs of the public to include evening and weekend hours.

B. Upon termination of an employee by the City Cable Administrator, and in the event that the contractor's manager wishes to hire the employee over the objections of the Cable Administrator, an appeal of the action may be brought by the Cable Administrator to the contractor's Board of Directors. Similarly, upon termination of an employee by the contractor, and in the event that the Cable Administrator wishes to hire the employee over the objections of the contractor's manager, an appeal of the action may be brought by the contractor's manager to the Telecommunications Board.

SECTION XVI.
CONFLICT OF INTEREST.

A. The Contractor covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

B. The Contractor further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others particularly, those with which they have family, business, or other ties.

C. No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall:

1. Participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or

2. have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XVII.
POLITICAL ACTIVITY.

A. No portion of the funds received by the Contractor hereunder shall be used by the Contractor to directly produce any programs nor to participate in any Contractor-sponsored activities of a political nature (including, but not limited to, any activity to further the appointment, election, defeat or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat or final content of any legislation). However, Contractor will cablecast programs made by the public which express opinions on issues or candidates.

SECTION XVIII.
SECTARIAN ACTIVITY.

A. No portion of the funds received by the Contractor here under shall be used by the Contractor to directly produce any programs nor participate in any Contractor-sponsored activities which establish any religion or prohibit the free exercise thereof.

SECTION XIX.
PUBLICITY.

A. In any news release, sign, brochure, or other medium disseminating information prepared or distributed by or for the Contractor, mention shall be made of the City of Fayetteville having made the project possible, i.e. "'Community Access Television' is a project partially funded by the City of Fayetteville."

SECTION XX.
HOLD HARMLESS.

A. It is expressly understood and agreed by both parties hereto that the City is contracting with the Contractor as an independent contractor and that as such, the Contractor shall save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audits exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the Contractor. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

SECTION XXI.
USE OF CITY PROPERTY.

A. Contractor hereby recognizes that it is performing services for the City on City-owned property and that while on such property, Contractor shall not engage in any activity that is not directly related to services provided pursuant to this Agreement.

SECTION XXII.
OPERATIONAL POLICIES AND PROCEDURES.

A. Contractor's policies relating to the use of City owned equipment and facilities shall be submitted to the Telecommunications Board for approval and may be reviewed periodically as needed.

SECTION XXIII.
CONTRACT ENTIRE AGREEMENT.

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as a addendum to, or amendment of, this Agreement.

SECTION XXIV.
TERMINATION OF AGREEMENT.

A. This contract may be terminated by either party with a thirty day written notice.

SECTION XXV.
SEVERABILITY.

A. If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

By:______________________________
Title:___________________________

ATTEST:

By:____________________________
Title:__________________________

CITY OF FAYETTEVILLE, ARKANSAS

By:______________________________
Fred Hanna, Mayor

ATTEST:

By:____________________________
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
OCTOBER 17, 2000

A meeting of the Fayetteville City Council will be held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building.

PRESENTATION: Presentation to Evan House for his Eagle Scout Project.

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the September 19, 2000 City Council meeting.

2. **BID 00-66:** A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.

3. **BID 00-70:** A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of 24,776.01.

4. **SEWER MANHOLE REHABILITATION:** A resolution approving a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

5. **BLUE CROSS/BLUE SHIELD:** A resolution renewing the BCBS Medical Contract for Policy Year January 1, 2001 through December 31, 2001.

6. **NEW WORLD SYSTEM:** A resolution approving a three-year standard software maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign contract.

7. **MUNICIPAL COURT SOFTWARE:** A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorize the Mayor and City Clerk to sign agreement.

8. **BID 00-69:** A resolution approving a budget adjustment and awarding Bid No. 00-69 to Total Data Services, Inc. for an IBM AS/400 model 720 and to Info Works, Inc. for an IBM AS/400 model 270.

9. **DEVELOPMENT IMPACT FEE STUDY:** A resolution approving phase one of the contract with James Duncan and Associates, Inc. to perform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

10. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2002.

11. **WHITE RIVER BASEBALL COMPLEX:** A resolution approving a budget adjustment in the amount of $50,900 for White River Baseball Complex.

12. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** A resolution approving the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new resolution will replace Resolution No. 81-88 approved on November 1, 1988.

B. OLD BUSINESS

C. NEW BUSINESS

Send Notification

1. **RZ 00-22:** An ordinance approving rezoning request RZ 00-22, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

2. **COMMUNITY ACCESS TELEVISION:** A resolution accepting a contract with the Community Access Television for public access television services.

3. **WATER AND SEWER BONDS:** A public hearing on an ordinance providing for the issuance of $10,000,000 principal amount of Water and Sewer System Revenue Bonds, Series 2000: authorizing the execution and delivery of a trust indenture, an underwriting agreement, a remarketing agreement, a letter of credit and reimbursement agreement, and a tax compliance agreement in connection therewith; approving an official statement in connection with the offer and sale of the bonds; providing for certain other matters relating thereto; and declaring an emergency.

4. Romund claim –
need copy from Charlie.

Northwe nsas Times, Tues., October 17, 2000
Fayettev Arkansas

CITY OF FAYETTEVILLE

Final Agenda
CITY COUNCIL
October 17, 2000

A meeting of the Fayetteville City Council will be held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, AR

A. CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the September 19 and October 3, 2000 meetings.
2. **BID 00-66:** A resolution awarding Bid No. 00-66 to Ron Blackwell Ford in the amount of $68,908.00 for the purchase of one cab/chassis with mounted utility body and lift.
3. **BID 00-70:** A resolution accepting a purchase offer and authorizing the sale of Unit No. 430, 1991 Mack RD 688S cab/chassis with mounted leach 2RII Sanitation Body to RDK Truck Sales and Services, Inc. in the amount of $24,776.01.
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B. OLD BUSINESS

C. NEW BUSINESS

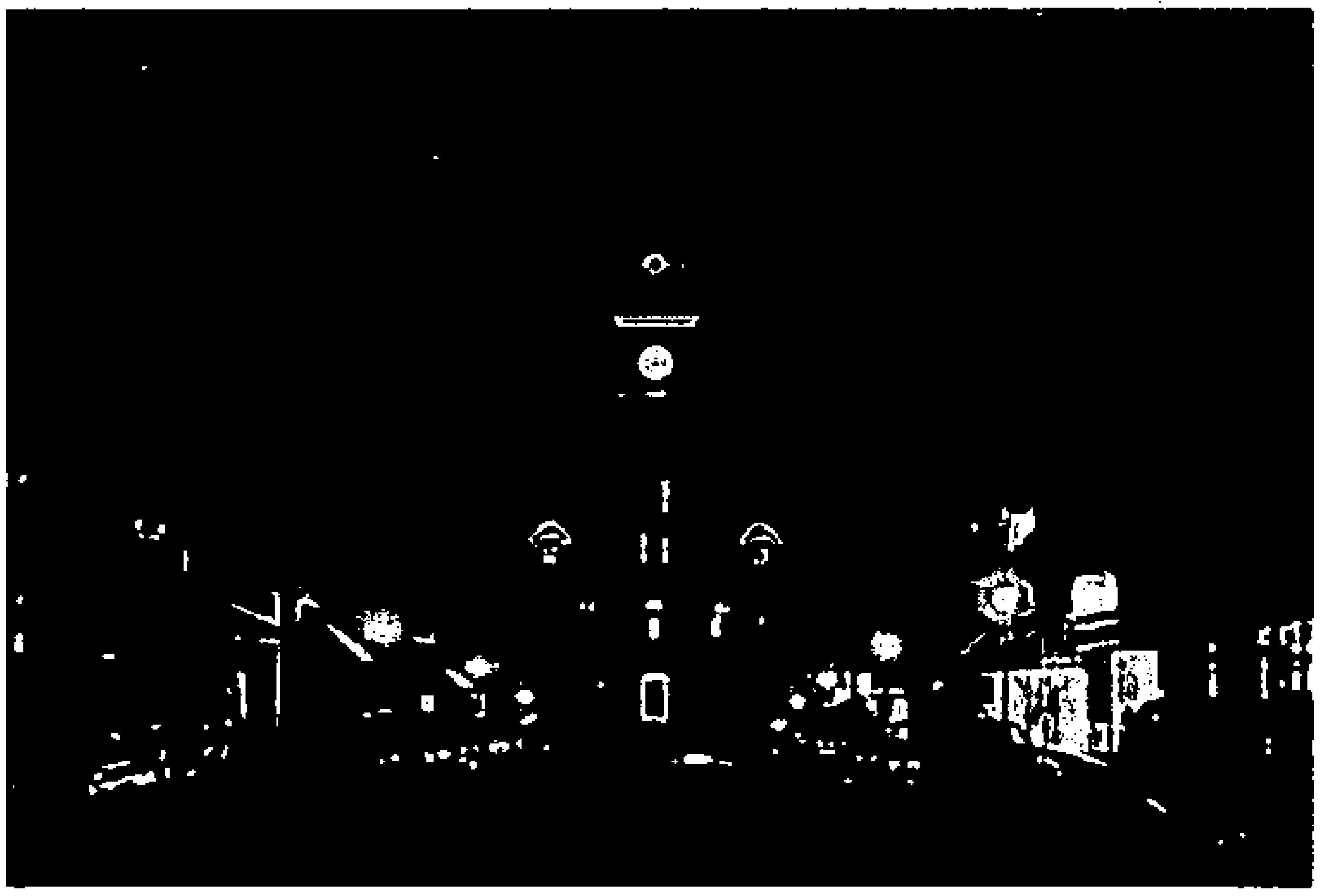
proposal to provide

DEVELOPMENT IMPACT FEE REPORT

(RFP 2000-9)

submitted to

FAYETTEVILLE, ARKANSAS



submitted by

duncan associates

in association with

Cooper Consulting Company

September 2000

duncan | associates
land development regulations
growth management
impact fees

September 12, 2000

Stephen Davis
Budget Manager
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: PROPOSAL FOR DEVELOPMENT IMPACT FEE REPORT, RFP 2000-9

Dear Mr. Davis:

On behalf of **Duncan Associates** and **Cooper Consulting Company,** I am pleased to submit the attached professional services agreement and summary of our qualifications to assist the City of Fayetteville in establishing a development impact fee system. I believe that you will find from a review of the enclosed material that we are well qualified to assist in this endeavor.

1. Our firm has extensive **regional and national experience**. In fact, we have prepared more impact fee studies for more public clients than any other consultant in the nation.
2. Our team has a **multi-disciplinary orientation**. We offer the city the combined efforts of impact fee specialists, attorneys, and planners.
3. Our impact fee studies **custom fit** our client's needs. They recognize the uniqueness of individual cities and counties and promote local growth management goals.
4. Our impact fee studies have a **high acceptance and adoption rate**. They are well supported by stakeholders and none has ever been successfully challenged in court.

As you will note, we have designed our scope of services to include an initial impact fee feasibility study (Phase I). After a review of Phase I, the City would then decide whether or not to proceed fully or partially (selected facilities) with Phase II.

We very much look forward to your consideration of our proposed professional services agreement and qualifications. Please do not hesitate to contact us if you have any questions. Thank you.

Very truly yours,
DUNCAN ASSOCIATES

James B. Duncan, FAICP
President

13276 research boulevard ■ suite 208 ■ austin, tx 78750 ■ tel 512 258 7347 ■ fax 512 258 9994 ■ email: firm@duncanplan.com

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  - Infrastructure Finance Clients
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    - College Station, TX—Multi-Facility Impact Fee Study
    - Colorado Springs, CO—Impact Fee/Excise Tax Study
    - Denton, TX—Water and Wastewater Impact Fee Study
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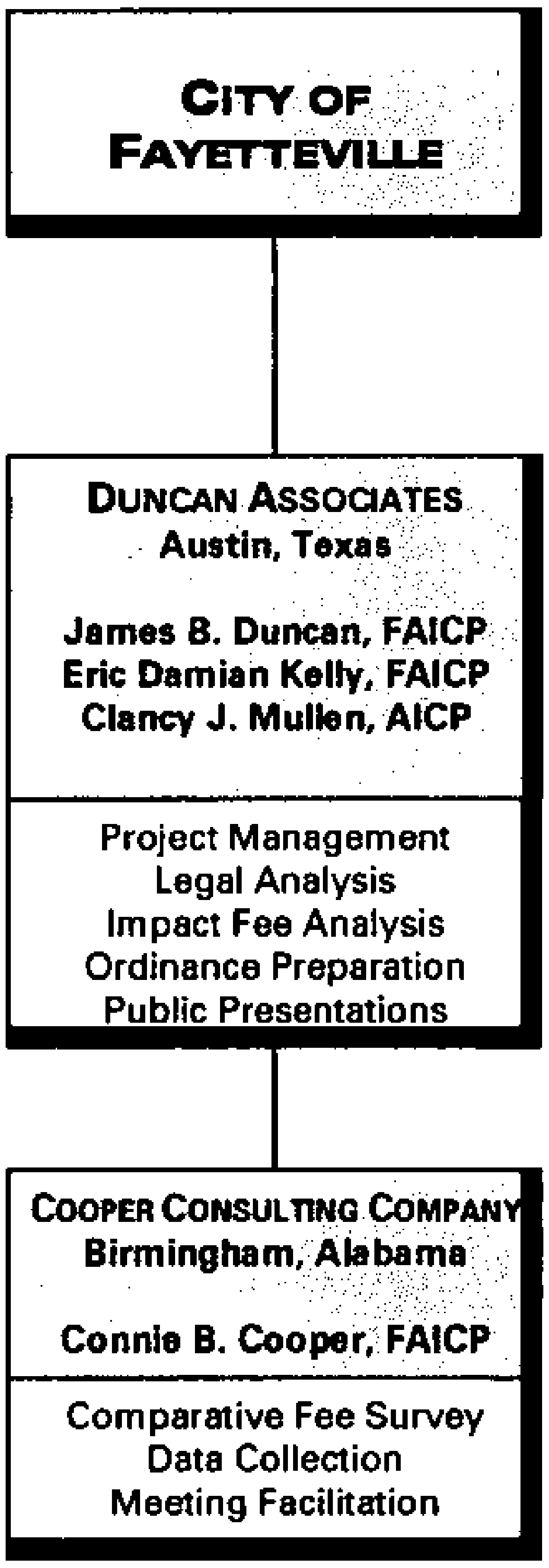
    - Eric Damian Kelly, FAICP
    - Clancy J. Mullen, AICP
- COOPER CONSULTING COMPANY
    - Connie B. Cooper, FAICP

PROJECT ORGANIZATION

With the specific needs of this project in mind, we have assembled a consultant team with strengths in fiscal impact analysis, infrastructure financing and land use law. Our team consists of **DUNCAN ASSOCIATES** and **COOPER CONSULTING COMPANY**. Duncan Associates will be the lead firm and primary contractor with the City of Fayetteville. Team member roles will be as follows:

- *Duncan Associates* will be responsible for legal analysis, policy issue identification, policy recommendations, impact fee analysis, ordinance drafting, overall project management, quality control and document preparation.
- *Cooper Consulting Company* will be responsible for the comparative development fee survey and local data collection.



DUNCAN ASSOCIATES is a consulting firm specializing in public infrastructure finance and land development codes. The firm, headquartered in Austin, Texas, employs eight professionals and has branch offices in Chicago, Illinois, Muncie, Indiana and Juno Beach, Florida. The firm began operations as James Duncan and Associates, a sole proprietorship, in 1987, was incorporated as James Duncan and Associates, Inc. in December 1997 and at that time began doing business as Duncan Associates.

COOPER CONSULTING COMPANY was established by Connie B. Cooper, AICP, in Birmingham, Alabama in 1990. Ms. Cooper has 25 years of experience in planning and community development at the state, county, and local levels. She has been a frequent associate of Duncan Associates on other projects, including preparing a comparative development fee survey for Kansas City, Missouri as part of our ongoing project to develop an arterial street impact fee for that municipality.

CITY STAFF. In addition to providing all available data about existing and projected development, capital facility planning and financial documents, we will rely on the City to schedule all interviews with City staff, and schedule and advertise advisory committee meetings and public hearings or workshops. It is estimated that City staff could devote up to 200 hours managing the project, attending meetings, gathering data and reviewing draft work products.

PROJECT APPROACH

The City of Fayetteville, Arkansas is seeking an consulting services to assist in the development of a system of impact fees. The Request for Proposals (RFP) asks the consultant to propose a fixed-fee price to provide the following services:

☐ a legal review identifying the City's authority and the legal requirements for impact fees established in state statutes and state and national case law;

☐ an impact fee study that calculates impact fees for all types of facilities provided by the City, including streets, bridges, drainage, sidewalks/trails, parks, water distribution and storage systems, sewer collection and treatment facilities, and traffic monitoring and control devices;

☐ an analysis of the effect of new impact fees on development, including ways to minimize the negative effects while still providing full funding for planned capital facilities;

☐ three sample adoption documents;

☐ attendance at six public meetings and/or public hearings to explain the findings of the study and present the adoption documents;

☐ a process that increases the ability of the City Council to adopt the impact fees;

☐ an automated, spreadsheet-based model that will enable City staff to calculated impact fee changes in the future, training to City staff in use of the model and program technical support for one year following acceptance of the final model;

☐ monthly project status reports in newsletter format; and

☐ specific implementation assistance to City staff.

The RFP states that the draft study should be completed in five months, and the entire project within six months of the project start date.

The City has $100,000 budgeted for this project, although price is a secondary consideration (sealed price proposals will be viewed only after firm qualifications) and additional funding is a possibility.

The City has prepared several planning documents that would be an integral part of this study. These include the *Fayetteville General Plan—2020* and the *Five-Year Capital Improvements Program, 2000-2004*. Additionally, the City's recent budget and comprehensive annual financial report (CAFR) will prove critical to this study.

The City's RFP asks for more in the way of consultant services than it probably needs or can afford within its current budget. The requested time schedule of six months also seems, in our experience with these types of projects, to be somewhat constrained. We asked staff if the City would be willing to consider modifications to its requested scope of services, and were told that it would.

In an impact fee project, the cost of consultant services is strongly related to the number and type of facilities for which impact fees are to be calculated. It is very difficult to give a fixed-fee price to develop an unknown number of impact fees. When a community does not already know the facilities for which they desire to have impact fees developed, we generally propose an initial "policy directions" phase to the project, during which we can assist the governing body in selecting the facilities to be included in the second, "implementation" phase of the project during which detailed impact fee studies and implementing ordinances are prepared.

We are not in the business of selling "canned" spreadsheet models that calculate impact fees. There are such models on the market, but we do not believe that they truly reflect the unique characteristics of individual communities. The problem with automated models is that they must be either very simplistic, in which case they are too rigidly geared to a single methodology and type of inputs, or else they are so complex that significant training is required to operate them.

What we do provide is a clearly-drafted report that walks the reader step-by-step through all of the data, assumptions, methodological choices and calculations involved in the impact fee determinations. The study is accompanied by an Excel spreadsheet that includes all of the data and calculations. The spreadsheet is clearly organized to guide the user toward the input cells, but at the same time provides the flexibility to the user to modify it at will to accommodate changes in inputs or even revisions to the methodology. There is no specialized training required to update one of our studies. The only skills required are the ability to think analytically, research and acquire current data, operate a word processing program and manipulate a spreadsheet.

We also generally do not recommend that our clients spend large sums of money on economic studies that try to determine the effect of impact fees on the pace of development or the cost of housing. Economic theory suggests that, in competitive markets, if impact fees are known in advance and are stable, they will be absorbed in the cost of land and will have negligible effects on housing costs over the long run. We do recognize, however, that local community leaders often feel that they need to be competitive in their development fees with comparable jurisdictions. Consequently, we propose to conduct a comparative survey of development fees and exactions in up to 10 jurisdictions identified by the City. It is expected that the survey will demonstrate that even in cities that do not have a formal system of impact fees, developers are subject to a range of land dedication requirements, traffic mitigation exactions and utility connection fees.

It is our position that one should base impact fees not on hypothetical or desired levels of service (which may fail to be realized), but on the existing and anticipated levels of service as represented by the City's existing infrastructure and its adopted capital improvement plans. This establishes the closest "nexus" possible between the level of the fee, the community's current service levels and its future service levels as represented by its official policy and planning documents. Fees based on desired levels of service can present problems (particularly in states where these issues have not been previously litigated) if fees are based on a standard that is not achieved in a reasonable time. Accordingly, we would rely on an assessment of the City's current capital facilities and its adopted capital improvement plans as the basis for assessing levels of service for its capital facilities.

We strongly encourage the City to appoint a "stakeholder advisory committee" to participate in the development of the impact fees. It is very difficult to get the general public to get involved in an impact fee project, but homebuilders, developers and major landowners as well as anti-tax or growth control activists or organizations often want to be included in reviewing the technical details and having input on the policy recommendations. Aside from an initial orientation meeting, we have found that meetings with advisory groups are more productive when the members have received a copy of a draft study or ordinance a week or more in advance of the meeting.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF FAYETTEVILLE AND DUNCAN ASSOCIATES

This Professional Services Agreement is made as of October ____, 2000, by and between the City of Fayetteville, a political subdivision of the State of Arkansas (City) and James Duncan and Associates, Inc., a professional corporation doing business as Duncan Associates located in Austin, Texas (Consultant).

WHEREAS, City desires to engage Consultant to perform certain services relating to the development of impact fee reports, studies and ordinances.

WHEREAS, the scope of services has been divided into two phases, and this contract covers Phase One, which addresses the issue of which facilities should be included in the development of impact fee ordinances in Phase One.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

1. **Scope of Agreement.** Consultant's relationship to City shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement.

2. **Professional Services.** Consultant shall furnish services to City as set forth in Phase One of Exhibit "A," which is attached hereto and incorporated herein by reference.

3. **Deliverables and Schedule.** Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and will complete the services and deliverable pursuant to the schedule for Phase One as set forth in Exhibit "B." Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.

4. **Compensation and Hourly Rates.** For Phase One services provided by Consultant as described in Exhibit "A," City shall compensate Consultant based upon the completion of individual tasks and in accordance with the fee schedule for Phase One outlined in Exhibit "C". Payment of each such invoice shall be due to Consultant within thirty (30) days of receipt by City.

5. **Subcontracting.** It is understood that the Consultant will use the services of Cooper Consulting Company as a subcontractor in the performance of certain services as presented in Exhibit "A." Any other subcontractor relationships must first be approved by the City.

6. **Conflict of Interest.** Consultant agrees that it has no interest and shall acquire no

interest, direct or indirect, that would conflict in any manner with the performance of the services hereunder. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.

7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to date of such termination.

8. **Ownership of Documents.** All documents prepared in the performance of this Agreement shall be delivered to City before final payment is made to Consultant.

9. **Amendments.** No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

10. **Venue.** The laws of the State of Arkansas shall govern the construction and interpretation of this agreement..

11. **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it effect the enforceability of that provision or the remainder of this Agreement.

IN WITNESS WHEREOF, City and Consultant have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

ATTEST:

____

JAMES DUNCAN AND ASSOCIATES, INC.

By: ______________________
James B. Duncan, President

ATTEST:

____

CITY OF FAYETTEVILLE

By: ______________________

Exhibit A
SCOPE OF SERVICES

The project will be divided into two phases. Phase One: "Policy Directions," will review the legal framework, review local data and potential fees, and determine in conjunction with local officials the type of impact fee system that should be developed in the second phase.

Phase Two will implement the policy directions provided by the City at the conclusion of Phase One. It could entail the potential development of impact fees for water, wastewater, roads, stormwater drainage, parks, trails, libraries, general government, solid waste, police and fire protection facilities.

The project will be accomplished through completion of the following tasks:

Phase One: Policy Directions

Task 1.1: Project Organization/Data Collection
Task 1.2: Legal and Policy Analysis
Task 1.3 Policy Directions Workshop

Phase Two: Implementation

Task 2.1: Impact Fee Studies
Task 2.2: Implementing Ordinances
Task 2.3: Public Participation

PHASE ONE: POLICY DIRECTIONS

TASK 1.1: PROJECT ORGANIZATION/DATA COLLECTION

The first phase of the project will start with data collection and project organization. Immediately upon contract execution, we will work with the Project Manager to schedule joint or back-to-back meetings with key members of City staff.

At these initial organizational meetings, we will gather available information related to the project; identify major policy issues involved in formulating a City impact fee program; conduct initial informational interviews with the City's planning, legal, finance and capital projects managers; coordinate staff and Consultant responsibilities; and establish the project schedule. One issue to be addressed at this meeting is the comparison cities to be included in the development fee survey to be conducted in Task 1.2.

The City should provide the consultant team, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work. These may include, but are not limited to:

- ☐ adopted land use and facility plans
- ☐ capital improvements programs
- ☐ data on existing development served by City (dwelling units by housing type and nonresidential building square footage by land use type—data may need to be by subarea for geographically-specific analysis)
- ☐ inventories and maps of existing facilities and pertinent descriptive data by major facility type
- ☐ annual budgets and comprehensive financial reports
- ☐ land development regulations
- ☐ ordinances and policies regarding land dedication or exactions for water, wastewater, parks, roadways, drainage and electric power facilities
- ☐ descriptions of existing processes for securing private participation in public infrastructure construction, including annexation agreements
- ☐ debt payment schedules for outstanding bond issues relating to transportation, drainage, water, wastewater, park, trails, library, fire and police protection facilities

At the conclusion of the task, we will prepare a memorandum summarizing the organizational framework for the project and listing additional data to be provided by the City. The DATA NEEDS MEMORANDUM will be delivered to the Project Manager within two weeks of the organizational meetings.

DELIVERABLES: ONE DAY OF MEETINGS
DATA NEEDS MEMORANDUM

TASK 1.2: LEGAL AND POLICY EVALUATION

Once preliminary data collection is complete, we will review applicable statutory and case law and outline the legal framework for impact fees in Arkansas. The initial draft of the legal memorandum will be submitted to the City Attorney's office as a LEGAL MEMORANDUM. Following review by the City Attorney, all or portions of the legal analysis may be incorporated into the policy memorandum.

Also as part of this task, we will also conduct a survey of development exactions, impact fees and utility connection fees imposed by up to 10 comparative municipalities in Arkansas or neighboring states. The development exactions and fees assessed by the surveyed communities will be compared to Fayetteville's existing and potential fees in a COMPARATIVE DEVELOPMENT FEE SURVEY memorandum.

Finally, we will analyze Fayetteville's current development exaction policies, existing capital facilities and levels of service, growth projections, capital improvements programs, and existing debt load as additional background data for the policy recommendations. The policy issues to be addressed in the development of a impact fee system include levels of service, service area or benefit district boundaries, effect of impact fees on affordable housing, infill and redevelopment, economic development, downtown development and other relevant issues.

The most critical of these issues is the types of impact fees that should be developed for the City in Phase Two. The evaluation will be based on selected criteria, including legal authority, general plan implementation, net revenue potential over current exactions, fairness between existing and future residents, equity between developers, regional competitiveness, and ease of administration.

Another issue to be addressed, especially for roads, is how impact fees would affect existing development exaction practices (e.g., standard right-of-way dedication and improvements to adjacent arterials) and developer/annexation agreements. This analysis will involve a number of policy issues, such as what kinds of costs are included in the road impact fee (e.g., are interchange cost included? right-of-way costs? collectors?) and what kind of developer improvements are eligible for impact fee credits.

The likely magnitude of potential fees in relation to existing exaction practices is an obvious consideration in the selection of the facilities to be addressed in Phase Two. However, we do not propose in this phase to perform preliminary calculations of potential fees or attempt to determine the average value of exactions. Instead, we will present already available information on average impact fees around the country and development fees charged in comparison cities, as well as qualitative information on cost recovery through road and other types of exactions.

Based on the analysis of these issues, the consultant team will make preliminary recommendations on whether the City should proceed with impact fees, which facilities to address first and how each of those fee systems should be structured. We will summarize the analysis in a POLICY DIRECTIONS MEMORANDUM identifying key legal and policy issues involved in establishing a City impact fee program. The POLICY DIRECTIONS MEMORANDUM will present and evaluate alternatives and options available to the City and conclude with a recommended course of action.

DELIVERABLES:	LEGAL MEMORANDUM COMPARATIVE DEVELOPMENT FEE SURVEY POLICY DIRECTIONS MEMORANDUM

TASK 1.3: POLICY DIRECTIONS WORKSHOP

Following delivery of the POLICY DIRECTIONS MEMORANDUM, a workshop will be scheduled with the City Council. The work session will be designed to address the issues raised in the memorandum and to provide policy direction for the remainder of the project. The findings and recommendations of the policy analysis and any proposed modifications to the scope of services for Phase Two will be presented to the City Council at the workshop. The consultant team shall prepare exhibits and handouts suitable for such public meetings that illustrate and summarize the results and recommendations of the Phase One analysis.

DELIVERABLE:	POLICY DIRECTIONS WORKSHOP

PHASE TWO: IMPLEMENTATION

Task 2.1: Impact Fee Studies

Following the POLICY DIRECTIONS WORKSHOP, we will prepare impact fee studies for those facility types selected by the City Council. The impact fee studies will include all of the elements mandated by statutory and constitutional requirements. These elements include an inventory of existing capital facilities; the cost of improvements required to remedy any existing service deficiencies; and the cost of improvements required to accommodate increased service demands.

The impact fee studies will calculate the cost per service unit to provide new development with the existing or adopted level of service, as well as appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. Each study will include a table that establishes the number of service units and amount of facility demand associated with different land use types. Finally, the studies will include, for each of the facility types, a net unit cost schedule that represents the maximum impact fees that could be charged.

We will prepare two drafts of the impact fee studies. The final draft will reflect staff and advisory committee comments on the initial draft. We will deliver an initial draft of the impact fee studies within twelve weeks following the POLICY DIRECTIONS WORKSHOP. If staff and stakeholder advisory committee reviews could be completed in two weeks, we could deliver the final drafts 20 weeks after the POLICY DIRECTIONS WORKSHOP.

The final draft of the study will be delivered in both original and digital format. It will be accompanied by a spreadsheet in Excel 97 or other format specified by the City that contains all of the impact fee calculations and can be used by staff to easily update the study.

DELIVERABLES:	DRAFT IMPACT FEE STUDIES FINAL IMPACT FEE STUDIES

Task 2.2: Implementing Ordinances

We will prepare initial and final drafts of the City impact fee ordinances and deliver them concurrently with the impact fee study drafts. The drafts will be prepared in the standard formats used by the City. The ordinances will include provisions relating to impact fee assessment, collection, credits, refunds, appeals, study updates and other provisions necessary to ensure due process and conformance with relevant impact fee case law. The ordinance will also amend the City's existing code to modify dedication, exaction or development fee provisions to be consistent with the proposed impact fees and applicable law. If desired by the City, we can provide up to three alternative ordinances adopting the fees at varying percentages of the maximum fees calculated in the study. Final drafts of the ordinances will be prepared and delivered to the City following a local review meeting included in Task 2.3. The final draft will be provided in both original and digital format. We will also provide staff with samples of administrative forms used by other jurisdictions in implementing an impact fee system.

DELIVERABLES:	DRAFT IMPACT FEE ORDINANCES FINAL IMPACT FEE ORDINANCES SAMPLE ADMINISTRATIVE FORMS

Task 2.3: Public Participation

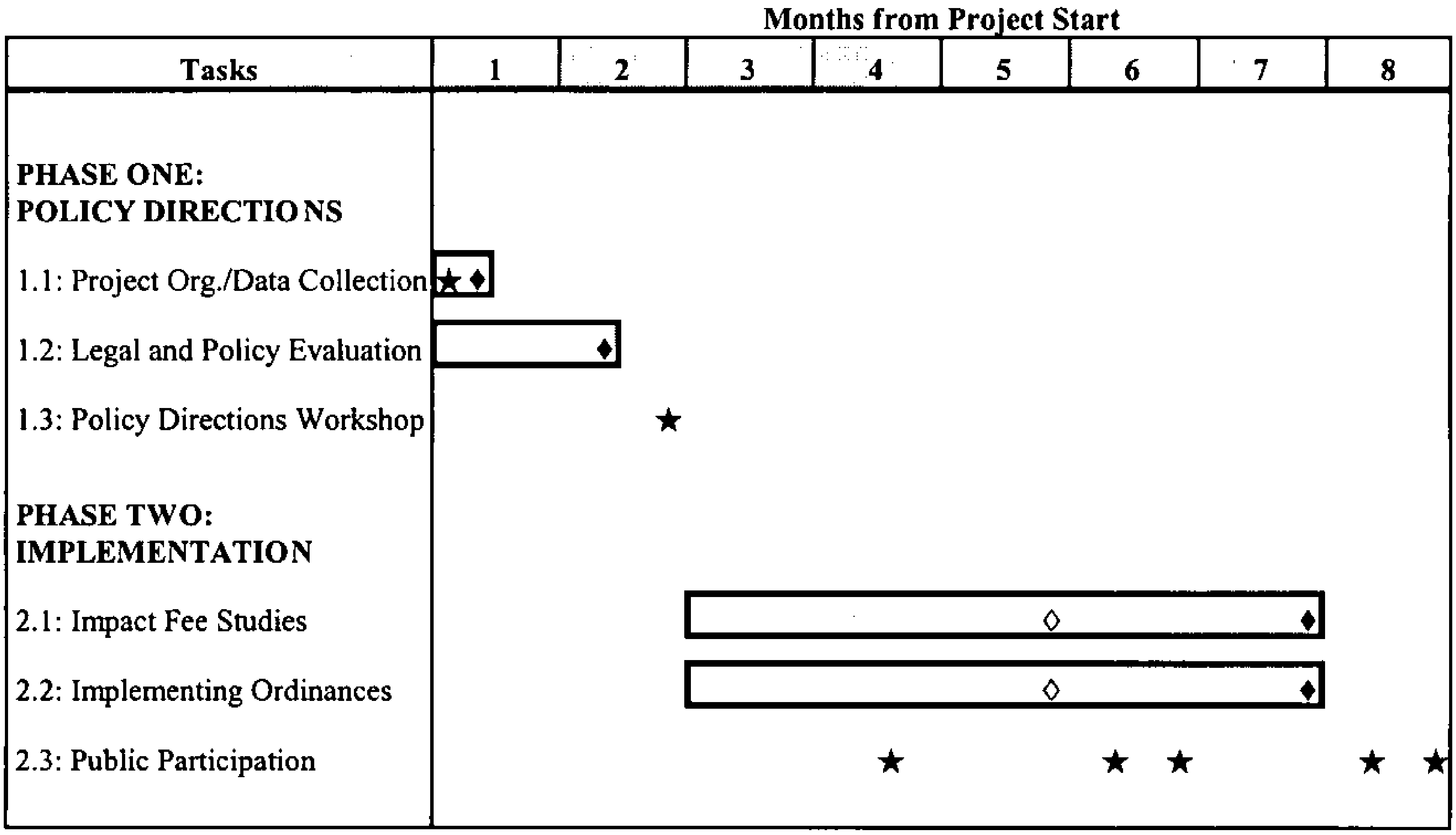
Throughout Phase Two of the project, key members of our team will be available to attend and participate in up to five meetings with City staff, a stakeholders advisory committee, Planning Commission, City Council, or the general public as desired by the City. Joint meetings or multiple meetings held on the same day will count as one meeting. It is anticipated that several days of meetings will be held following delivery of draft studies and ordinances. The consultant team will prepare exhibits and handouts suitable for public meetings that illustrate and summarize the results and recommendations of the Phase Two: Implementation portion of the project. The meetings should be scheduled approximately two weeks after delivery of the draft documents to provide time for local review prior to the meetings. Although work on all of the facility types will occur concurrently and may be combined into a comprehensive impact fee study and ordinance, the meetings could be combined or staggered depending on local desires for review and/or public input. This task is limited to a maximum of eight person-days of out-of-town consultant time. Team members will also be available for additional meetings on a time plus expense basis.

DELIVERABLE:	FIVE DAYS OF MEETINGS

Exhibit B

PROJECT SCHEDULE

The City's RFP suggests that the draft studies should be completed in five months and the entire project within six months. In our experience this may be somewhat constrained. Our proposed schedule includes a two-month initial phase that is required to determine what types of fees should be developed during the second phase. While initial drafts of the studies and ordinances could be completed within the first five months as desired by the City, the entire process, including public participation and revisions to the initial drafts, is likely to take somewhat longer than the additional month allowed in the City's contemplated schedule. The schedule for all tasks in Phase One begins with the project organization meeting in Task 1.1.



◊ = draft deliverable ♦ = final deliverable ★ = meeting/presentation

Exhibit C
CONSULTANT COMPENSATION

The total cost of the professional services described in the accompanying proposal for Phase One is $30,020. This lump-sum budget includes all direct and indirect expenses incurred by the consultant team in performing the services. The breakdown of project cost by task is presented below.

The proposed scope of services and budget for Phase Two may be modified following the completion of Phase One. Additional services beyond those specified in the accompanying Work Plan may be negotiated or billed on a time and expense basis at the hourly rates provided on the Schedule of Professional Fees and Expenses.

Task	All Facilities	Selected Facilities
Task 1.1: Project Organization/Data Collection	$5,760	$5,760
Task 1.2: Policy Directions Memorandum	$18,500	$18,500
Task 1.3: Policy Directions Workshop	$5,760	$5,760
Subtotal, Phase One	$30,020	$30,020
Task 2.1a: Major Roads (e.g., Arterials)	$12,800	$12,800
Task 2.1b: Water	$12,040	$12,040
Task 2.1c: Wastewater	$12,040	$12,040
Task 2.1d: Parks and Trails	$11,280	$11,280
Task 2.1e: Libraries	$5,550	
Task 2.1f: General Government	$6,150	
Task 2.1g: Solid Waste	$4,600	
Task 2.1h: Fire Protection	$5,360	
Task 2.1i: Police Protection	$5,360	
Task 2.1 Subtotal*	$75,180	$48,160
Task 2.2: Implementing Ordinances	$9,000	$9,000
Task 2.3: Public Participation	$11,250	$11,250
Subtotal, Phase Two	$95,430	$68,410
Total Project	**$125,450**	**$98,430**

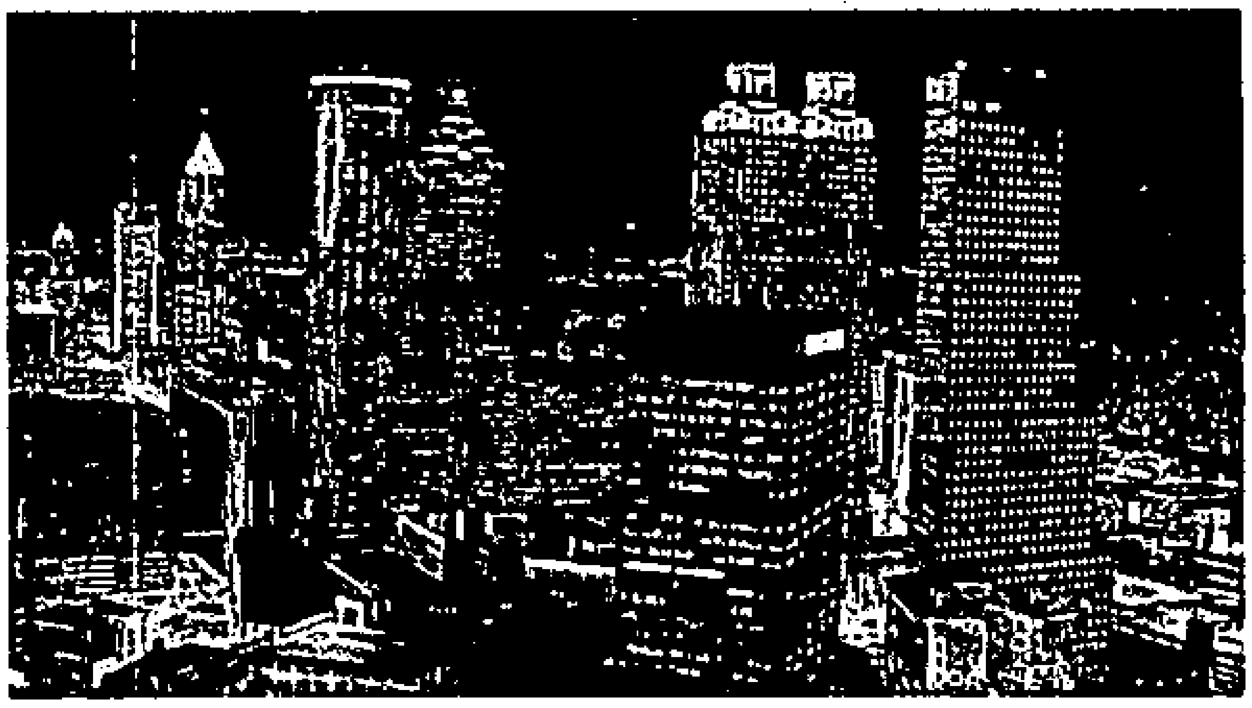
The City will be billed monthly based on percent completion of individual tasks. The City's Project Manager will be provided with a written progress report accompanying each monthly invoice.

* Storm drainage not included because most communities lack sufficient data to support development of drainage impact fees.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

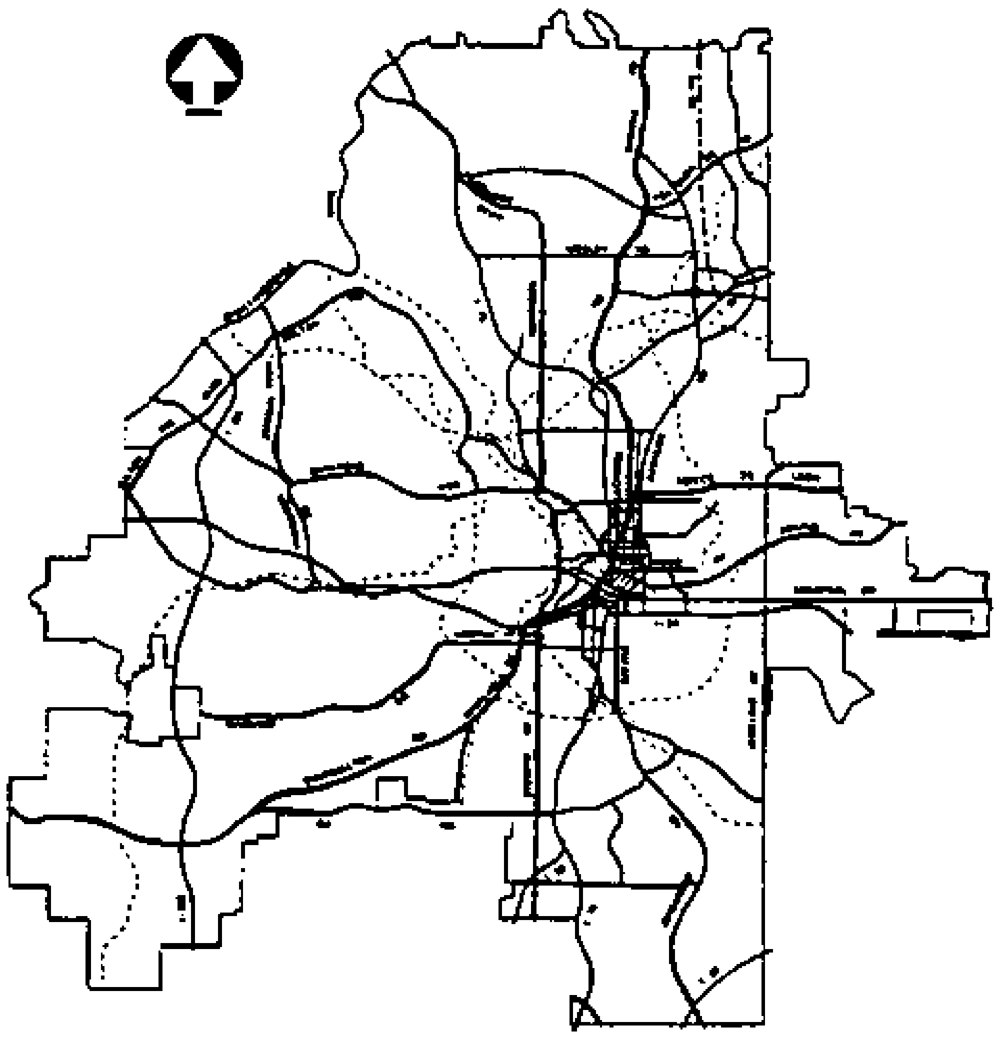
	Quoted Rates
Principal	$125
Land Use Attorney	$150
Senior Associates	$95
Associates	$75
Other (specify):	
Connie Cooper, Cooper Consulting	$100
Per meeting cost to add or delete a meeting	$2,250

Atlanta, Georgia
Multi-Facility Impact Fee Study



For the City of Atlanta, Duncan Associates prepared a multi-facility impact fee study that uniquely promoted local growth management objectives relating to affordable housing, economic development and multi-modal transportation. The study specifically calculated impact fees for road, park, drainage, fire and police facilities and connection fees for water and wastewater facilities. While connection fees are similar to impact fees, they are much easier to design and apply under the *Georgia Impact Fee Act*.

MAJOR ROADWAY SYSTEM



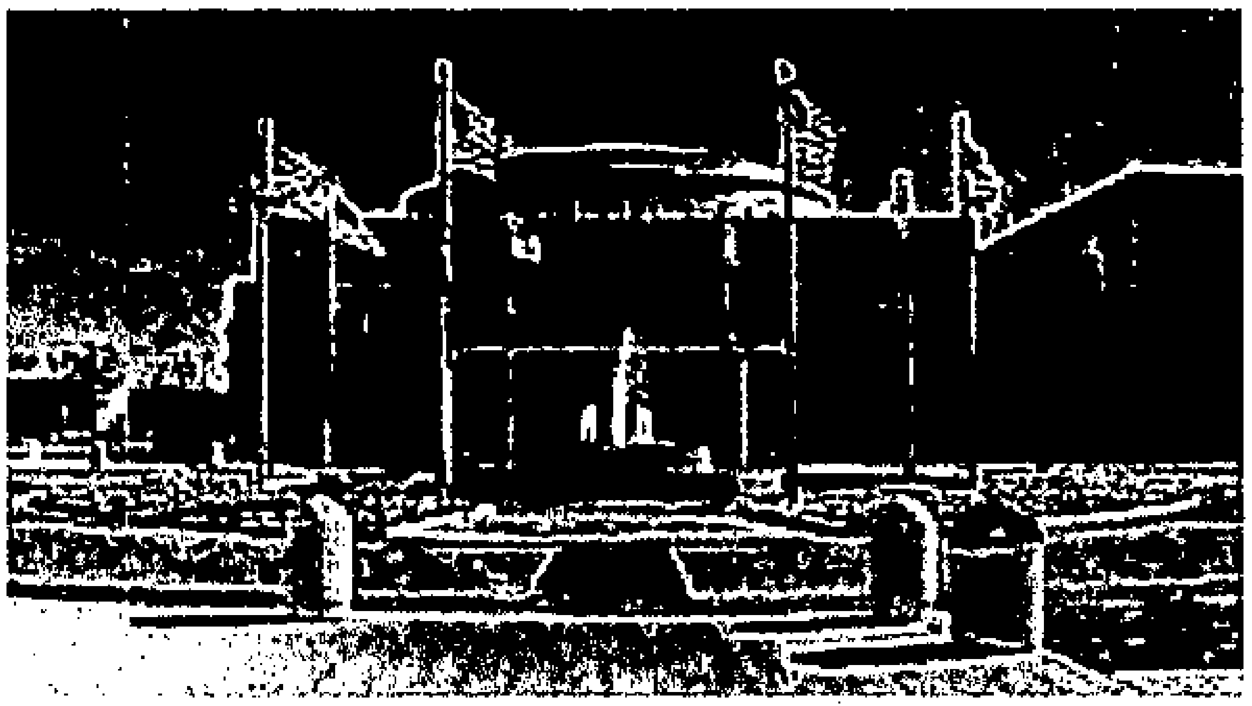
Throughout the study, every attempt was made to design fees that reflected the local characteristics and concerns of Atlantans. For example, new uses in the downtown area or near MARTA stations were given a significant reduction in road impact fees because of their greater use of rapid transit and lesser reliance on roads. Through the concept of recoupment (being paid back for prior facility investments which will serve new growth), excess park and public safety facility capacities allowed the waiver of impact fees for certain projects. An important advantage of the recoupment concept is that required fees can be waived for qualifying projects without reimbursing the impact fee account or they can be spent in areas not meeting benefit principles. Most Atlanta fee waivers were restricted to development in established enterprise zones. A single service area and a city-wide service level was recommended for roads and only arterial roads were incorporated in the fee . Water and wastewater connection fees were designed to recapture system capital costs and be collected outside the city. Three service areas were identified for park fees and the service level was based on a "functional population" methodology that allocated impacts between residential and nonresidential uses. Fire/EMS and police impact fees were applied citywide and also based on a functional population methodology. Both park and public safety fees were recoupment fees, which could be waived for development projects which met certain prescribed criteria.

The study also analyzed various issues involved in complying with the *Georgia Impact Fee Act*, outlined important policy directions to guide the preparation of impact fee studies, compared recommended impact fee levels with "competitive" communities, analyzed fee relationships to the City's Comprehensive Plan and Capital Improvements Program, and summarized national and state judicial trends in the treatment of developer exactions and impact fees.

Period:	January 1992 - December 1993
Budget:	$340,000
Team:	Duncan Associates (Lead) Rimrock Consulting Dr. Arthur C. Nelson LRE Engineering Webb & Webb, Attorneys The Sales Law Group, P.C. Williams-Russell & Johnson
Contact:	Fernando Costa, former Planning Director City of Atlanta 817.871.8042

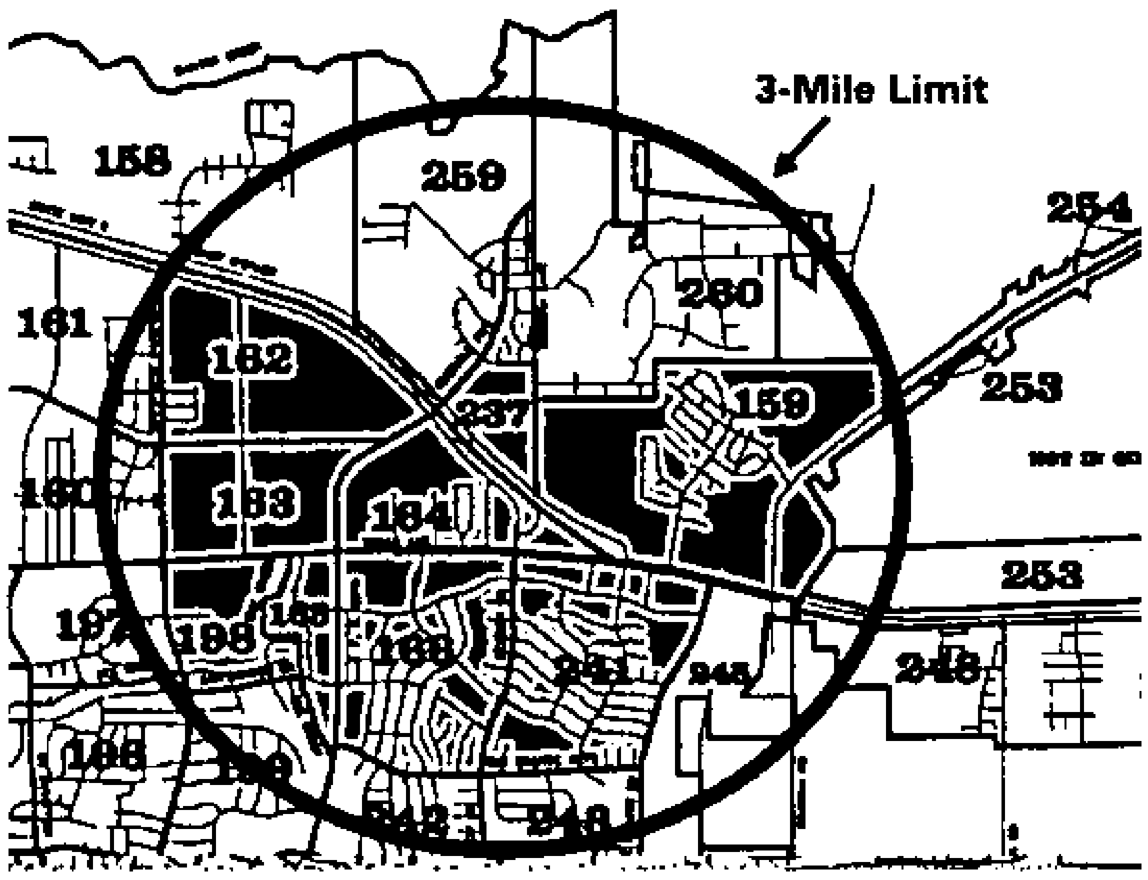
College Station, Texas

Multi-Facility Impact Fee Study



For the City of College Station, Duncan Associates assessed the feasibility of adopting impact fees for road, drainage, water and wastewater facilities. In order to develop legal impact fees, the City had to prepare specified technical studies and follow a defined public involvement process. The study evaluated impact fee feasibility in terms of data adequacy; appropriateness of fees for different geographic areas; planning consistency; administrative ease and costs; revenues and cost effectiveness; and equity. The study recommended that the City consider impact fees for drainage, water and wastewater, but not for roads. The study found no compelling justification for road impact fees because local arterials were almost all state highways, and the cost of upgrading such facilities can not be included in impact fees in Texas. Road impact fees would also be merely another way of accomplishing what the City then accomplished through its development exaction process.

TRANSPORTATION SERVICE AREA



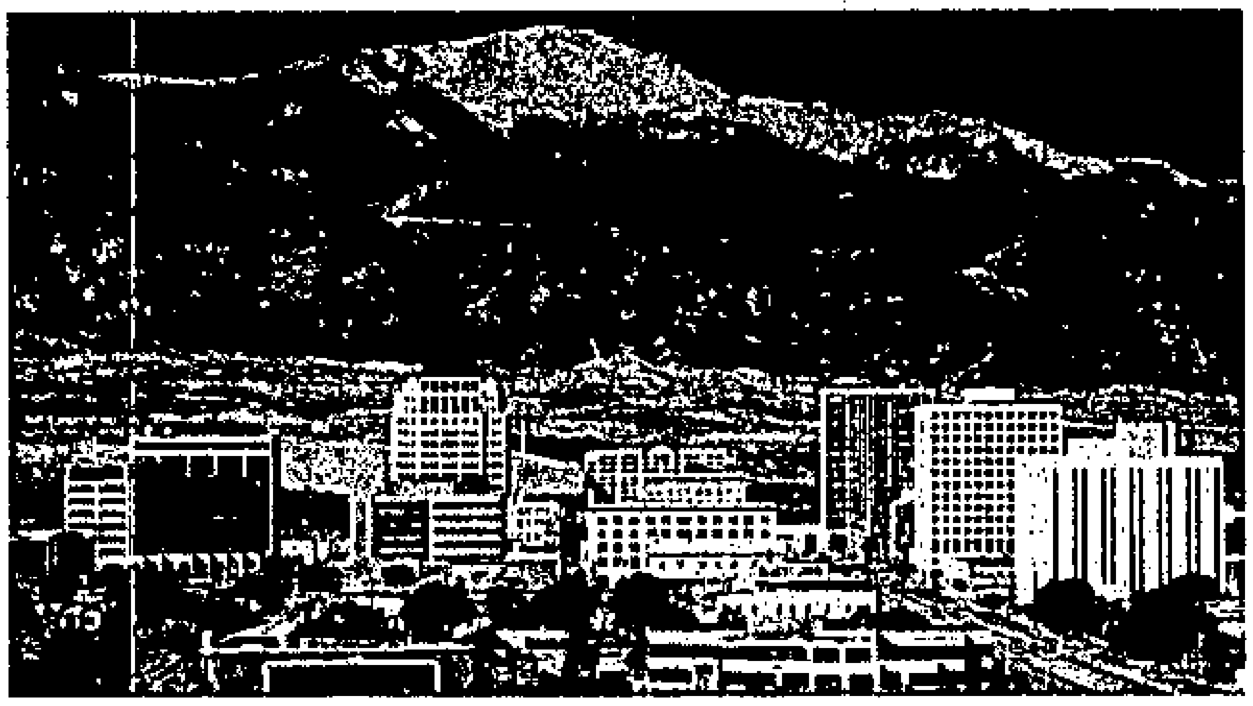
The study indicated that the City needed a detailed drainage master plan before proceeding with the preparation of a drainage impact fee. The study also suggested that the City consider using drainage utility charges and drainage impact fees in tandem as a means of equitably distributing the costs of needed stormwater improvements among existing residents and new development. Drainage utility charges could be structured to cover the costs of operations and maintenance, as well as the improvement costs needed to address existing capacity deficiencies. Impact fees could then be used to finance major growth-related capital facilities. Such a program would result in the a very efficient and equitable method of financing needed drainage improvements.

Water and wastewater impact fees were considered are feasible from the perspective of cost effectiveness and data availability. Because of the high mobility of local residents (college students), significant inter-generational inequities were not present. However, the City and its utilities had recently experienced high levels of growth, with associated capital costs imposed on local ratepayers. The addition of impact fees would diversify City financing approaches, limit bond financing and keep rates lower for all customers. Since the City already had most of the information required for an impact fee study, there would be little cost to implement a fee. Finally, projected revenues from impact fees were likely to far exceed the cost of developing and administering fees. For those reasons, the study recommended that the City implement water and wastewater fees.

Period:	September 1994 - September 1995
Budget:	$50,000
Team:	Duncan Associates (Lead) Rimrock Consulting Company Esmond Engineering
Contact:	Jim Calloway, Community Development Director City of College Station 409.764.3570

Colorado Springs, Colorado

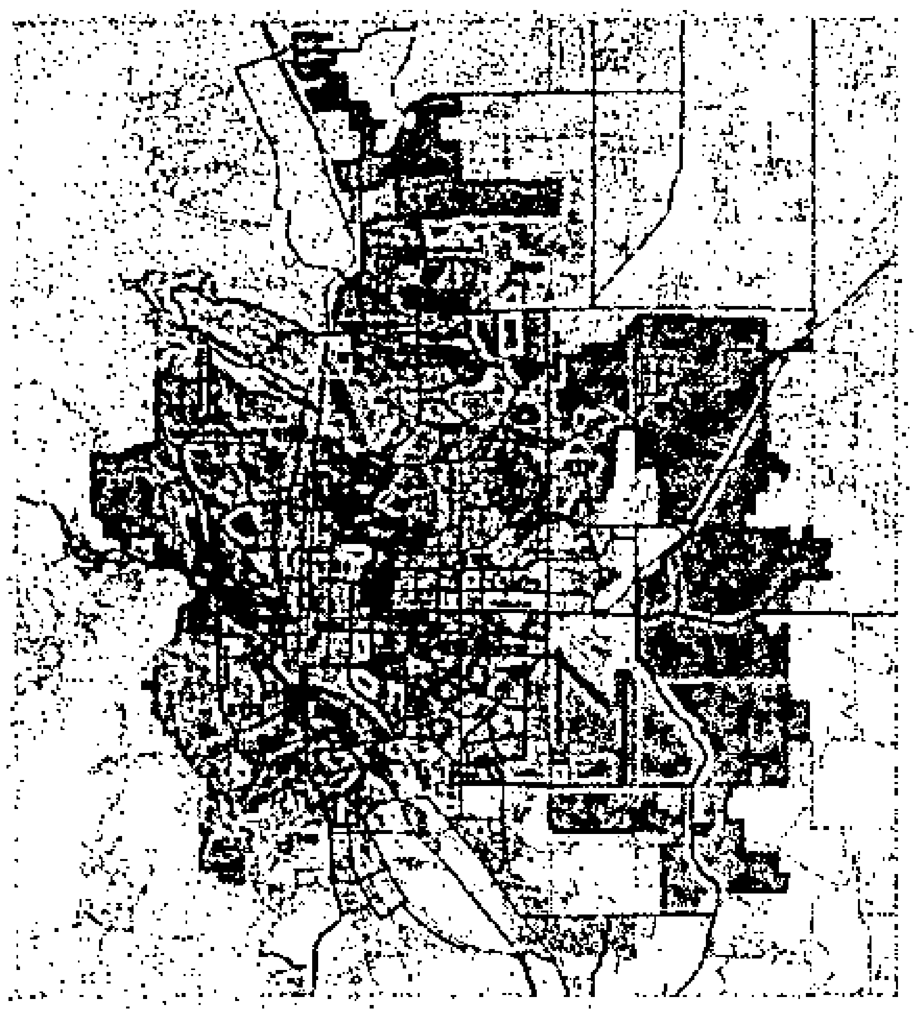
Impact Fee/Excise Tax Feasibility Study



For the City of Colorado Springs, Duncan Associates was asked to evaluate the feasibility of utilizing impact fees and/or development excise taxes as a means of funding capital facility needs caused by the city's recent rapid growth. Key questions addressed by the feasibility study were 1) whether or not the City should use an impact fee or development excise tax, and 2) if so, what types of facilities should be funded by impact fees or excise taxes.

The feasibility study reviewed current City developer exactions and fees, and determined that its drainage basin fees and water and wastewater connection charges clearly met the definition of impact fees. Other exactions that were examined included park and school land dedication and fee-in-lieu requirements and road exactions. Colorado Springs also makes extensive use of special districts, and several of these have been used to fund major improvements to the arterial street system.

FIRE STATIONS AND SERVICE AREAS



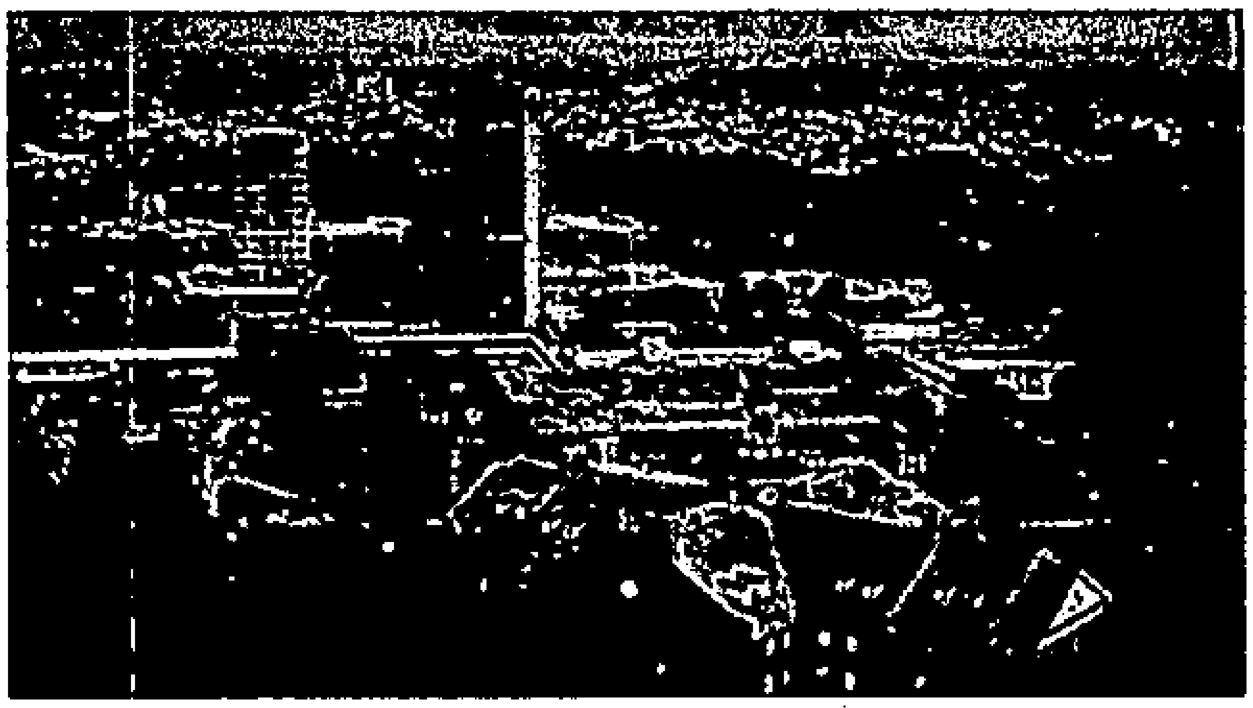
The feasibility study developed three tiers of recommendations. It concluded that, if Colorado Springs were going to make any single change in its development exaction policy, it should develop a road impact fee to fund city-wide arterial street improvements. The study indicated that a system of arterial street impact fees that provided credit to developers who were required to make arterial improvements as a condition of development approval would do much to "level the playing field" among developers, streamline the development review process, strengthen the legal defensibility of the City's road exaction policy, avoid the complexities inherent in establishing special districts to fund limited sets of improvements, and provide a major additional source of funding for growth-related road improvements. The study also noted that a development excise tax for arterial streets that provided credits would function so much like an impact fee that there would be no advantage in calling it a tax.

The second priority identified by the feasibility study was for Colorado Springs to update its land dedication/fee-in-lieu requirements for parks and school sites. The requirements were still based on 1970 census data and similarly outdated ratios of land to population or students, and updating them would help improve their legal defensibility. The third priority was for the City to consider either impact fees or development taxes for the other City facilities that are not currently subject to development exactions: park development (as opposed to land), fire/EMS, police and general government facilities. The City Council reviewed the feasibility study and authorized Duncan Associates to proceed with the development of impact fees for arterial streets, parks, police and fire/EMS facilities.

Period:	November 1998 - Present
Budget:	$100,170
Team:	Duncan Associates (Lead) TranSystems Corporation
Contact:	Ira Joseph, Comprehensive Plan Manager City of Colorado Springs 719.578.6299

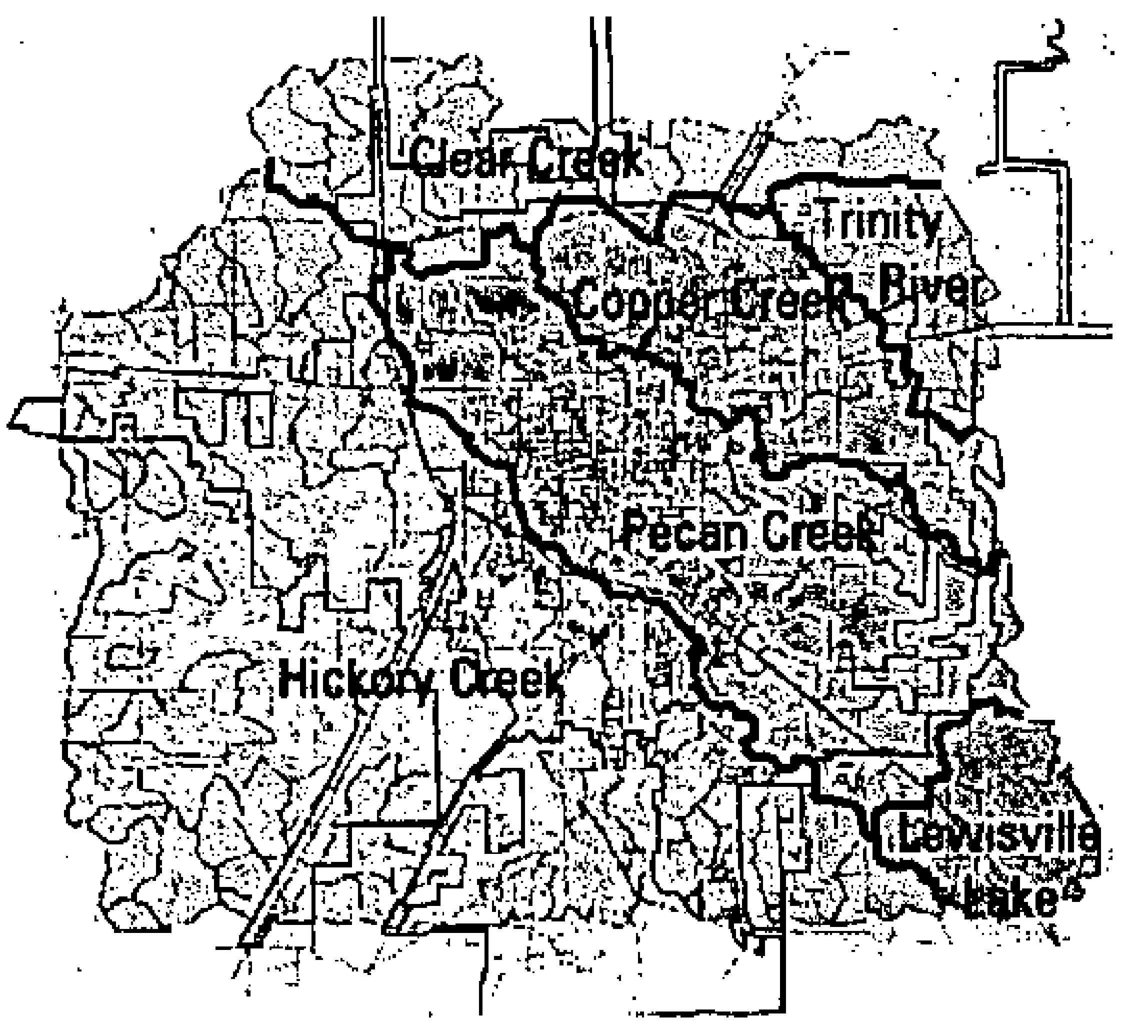
Denton, Texas

Water and Wastewater Impact Fee Study



For the City of Denton, Duncan Associates prepared an impact fee study justifying water and wastewater facilities and an impact fee feasibility study relating to transportation and drainage facilities. Water and wastewater facilities were studied in two phases. The initial phase addressed centralized water supply, treatment and storage facilities and wastewater treatment facilities. A subsequent phase will address water transmission and distribution and wastewater collection facilities. The second phase will be based on the preferred development scenario resulting from the City's current comprehensive planning effort. Pursuant to the study, the City adopted new water and wastewater impact fees of $2,527 per service unit or $2,044 for water and $483 for wastewater.

MAJOR WATERSHEDS



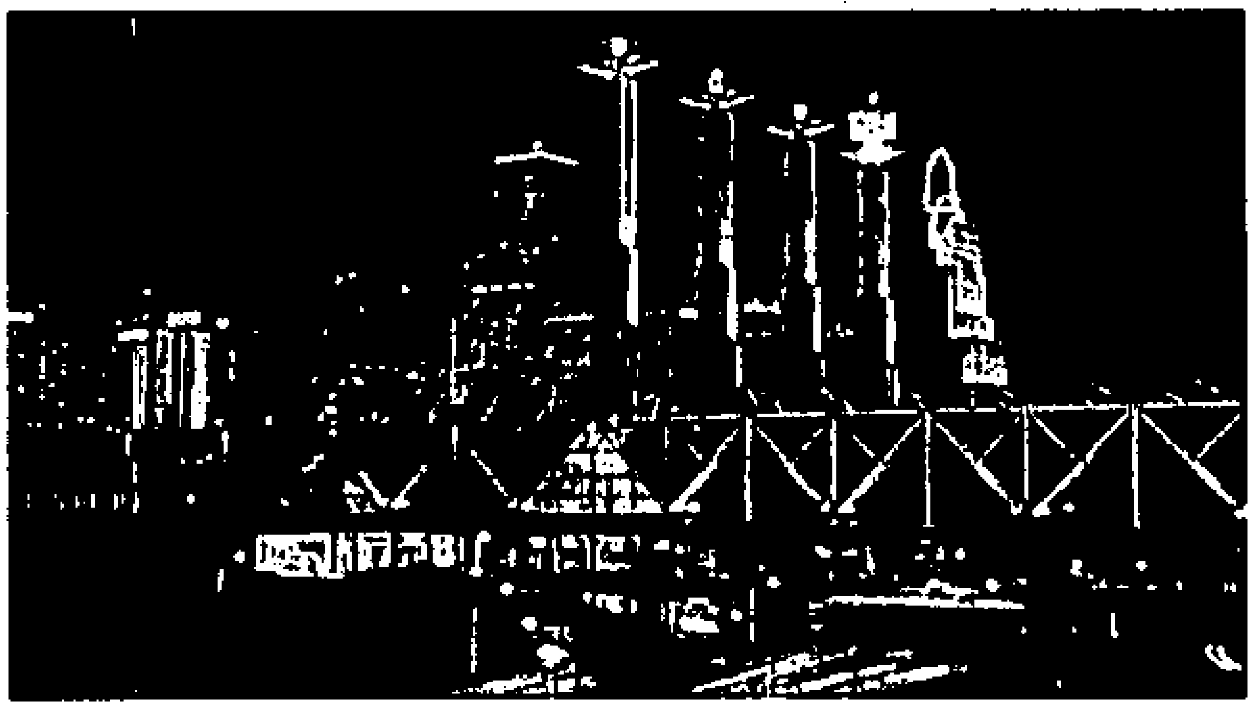
The feasibility report examined the desirability of the City implementing impact fees for road and drainage facilities and identified various policy options for the design of "variable rate" fees. The study pointed out that needed major road improvements were fee-ineligible State roads, and were already funded with approved bond issues or were likely be funded by developers through the exaction process. The city would also have to be divided into numerous service areas and an expensive transportation model would be required to support the fee system. In other words, a road impact fee system would be costly to develop, would not apply equitably throughout the city, and would not be able to fund a large number of improvements. Consequently, the study indicated that the City would be better served by retaining its existing system of developer exactions for road improvements.

On the other hand, the study noted that a drainage impact fee applied to the Hickory Creek watershed south of the city could generate needed funds to acquire land or easements in floodplain areas that the City could not require developers to dedicate. The study did indicate, however, that the City would first need to prepare a detailed drainage master plan of the area that complied with the impact fee act requirements. The drainage master plan would need to be based on growth projections being developed as part of the City's current comprehensive planning process. A drainage impact fee for the City's southern ETJ could be combined with a city-wide drainage utility fee that could help fund remedies to existing drainage problems as well as on-going maintenance costs. The studies required to develop a drainage utility fee would be much simpler and less expensive than those required to support a drainage impact fee.

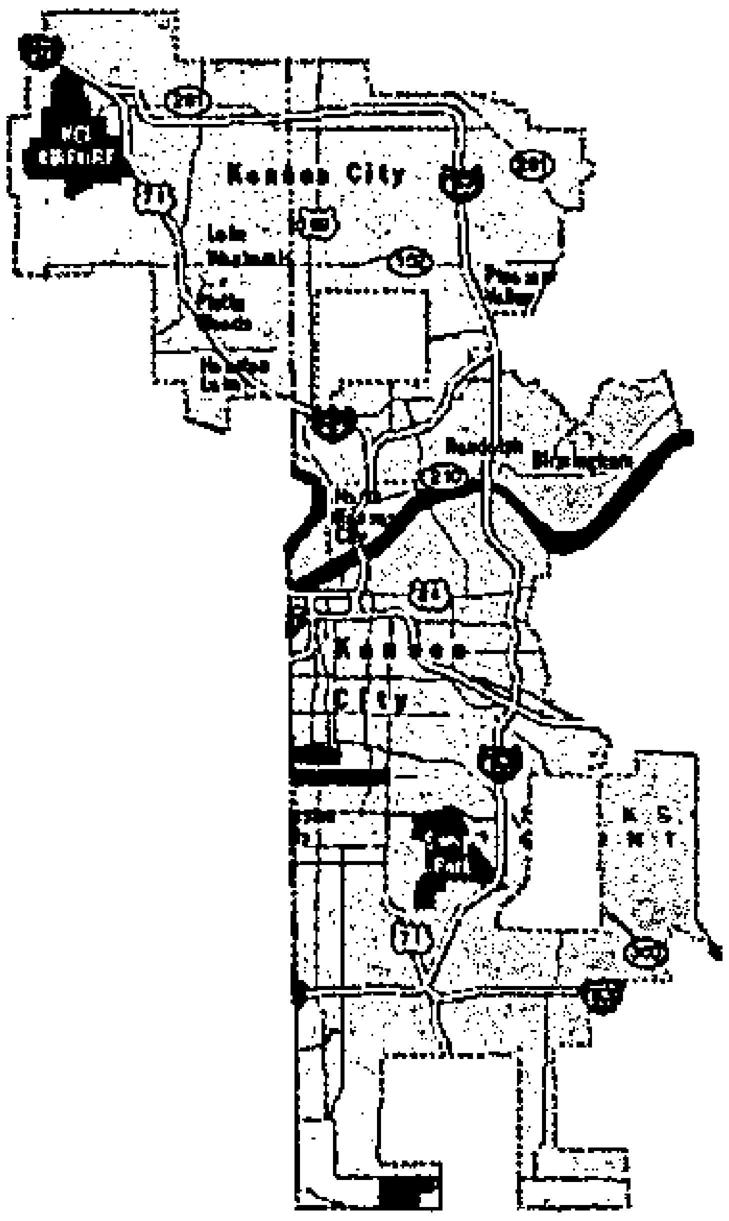
Period:	August 1998 - Present
Budget:	$75,000
Team:	Duncan Associates (Lead) Applied Geographic Technology Alan Plummer Associates Dahlstrom McDonald, Attorneys
Contact:	Jill Jordan, Utilities Director City of Denton 940.349.7326

Kansas City, Missouri

Arterial Street Impact Fee Study



For the City of Kansas City, Duncan Associates prepared an arterial street system impact fee study for that area of the city north of the Missouri River. The Northland area was chosen by the City Council for the impact fee study since it is the location of most of the city's vacant developable land and it is where most of the city's new growth and development is occurring.



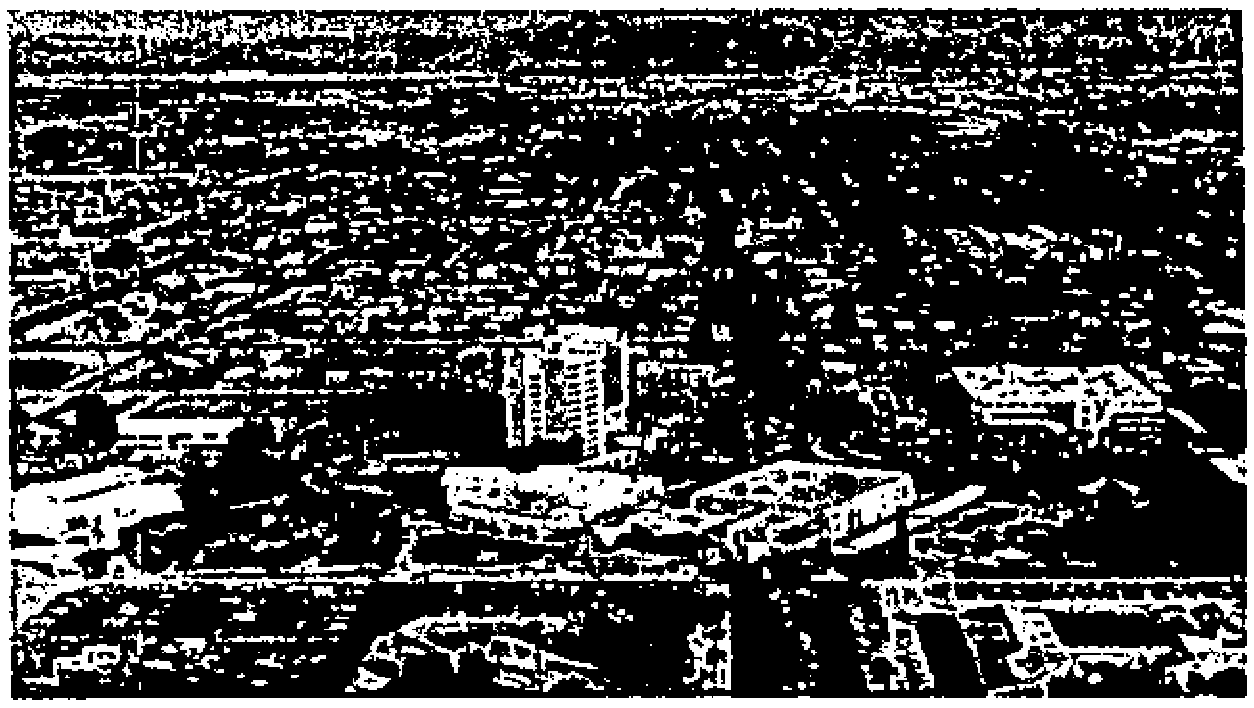
The study included a comprehensive legal analysis to determine if adequate authority exists for the City to impose arterial street impact fees. Risk factors were identified to help City legal staff make a sound recommendation in regard to imposing such fees. The analysis addressed such technical details as the ability of the City to advance construction funds and recover them from impact fees, use of credits for existing or future contributions by developers, implementation of policy matters through impact fees (such as encouraging particular types of development), and required planning and analytical basis for impact fees in Missouri. It also reviewed the City's authority to implement other financing techniques, such as development taxes, utility fees and utility districts.

A comparative survey of alternative road financing techniques used in 25 similar or competitive communities was conducted. A demand-driven approach was used to calculate road impact fees for the Northland area. Essentially, the demand-driven approach requires that new development replace capacity that it consumes on the major roadway system. In the demand-driven system, average cost per vehicle-mile of travel is calculated by taking a representative list of historical or planned roadway improvements and dividing their total cost by the total new capacity created by such improvements. Arterial street improvement projects, as identified in the Metropolitan Area Regional Council's long-range transportation plan, were used to determine average cost per unit of capacity.

The fee study and schedule were based on vehicle travel during the evening peak hour, and on national trip generation data and local trip length data. A net cost schedule was developed that represented maximum impact fees that the City can charge new development. The City can charge less than net cost, provided that the fee is reduced proportionately for all land uses and that the proportionality between demand on the arterial street system and the impact fee is preserved. And finally, appropriate impact fee service areas and benefit districts were recommended. Fee revenues were projected based on the net cost schedule and City growth projections for each benefit district.

Period:	September 1998 - April 2000
Budget:	$117,000
Team:	Duncan Associates (Lead) Taliaferro & Browne Cooper Consulting Company HNTB Corporation
Contact:	Mohsin Zaidi, Transportation Services Manager Public Works Department 816.513.2683

Mesa, Arizona
Multi-Facility Impact Fee Study



For the City of Mesa, Duncan Associates analyzed local growth-related infrastructure costs, including current financing methods and capital needs, and then drafted a comprehensive multi-facility impact fee study. The study addressed water, wastewater, arterial roads, drainage, park, cultural, library, fire and police facilities. While the City had kept its local sales taxes, utility rates and development fees among the lowest in region, the study noted that new growth was not paying its own way. Mesa is also the largest city in the nation with no municipal property tax. The study also looked at alternative financing techniques.

ALTERNATIVE FINANCING TECHNIQUES

Evaluation Criteria	Impact Fee	Dev't Tax	Special District	Utility Fee	Bonds	Exactions
Legal Basis	✔	✔	✔	✔	✔	✔
Proportionality	✔	–	–	✘	✘	–
Revenue Potential	✔	✔	✘	✔	✔	✘
Geographic Equity	✔	–	✔	–	–	–
Infill/Redevelopment	–	–	–	✔	✔	–
Housing Affordability	–	–	–	✔	✔	–
Annexation Costs	–	–	✔	–	–	–
Technical Ease	✘	✔	✘	✔	–	–

As Mesa continues to mature, the study noted that its capital needs will shift more and more towards the replacement and rehabilitation of aging infrastructure and that these needs will be competing with growth-related demands for capital funding. Although Mesa is 120 years old, it is only 40 percent developed and still has substantial development potential. In fact, it is rapidly overtaking Tucson as the second largest city in Arizona. It is both an aging and growing community at the same time.

The study calculated that the capital cost to continue providing existing levels of service to new development was about $8,800 per single family dwelling unit, or its equivalent. At then current growth rates, this amounted to about $50 million per year. The study also indicated that, just in order to retire outstanding debt for already existing capital facilities, each new single family unit, or its equivalent, will need to pay $1,232 over the next several years. The study noted that this portion of growth-related costs will continue to be borne by all residents through general taxation or utility rates. The study determined that the net capital cost attributable to new growth amounted to about $6,400 per dwelling unit, or its equivalent, or about $38 million annually. Current water and wastewater development fees, residential development taxes and arterial road exactions were revealed to be covering only about half of the net capital cost to serve new growth.

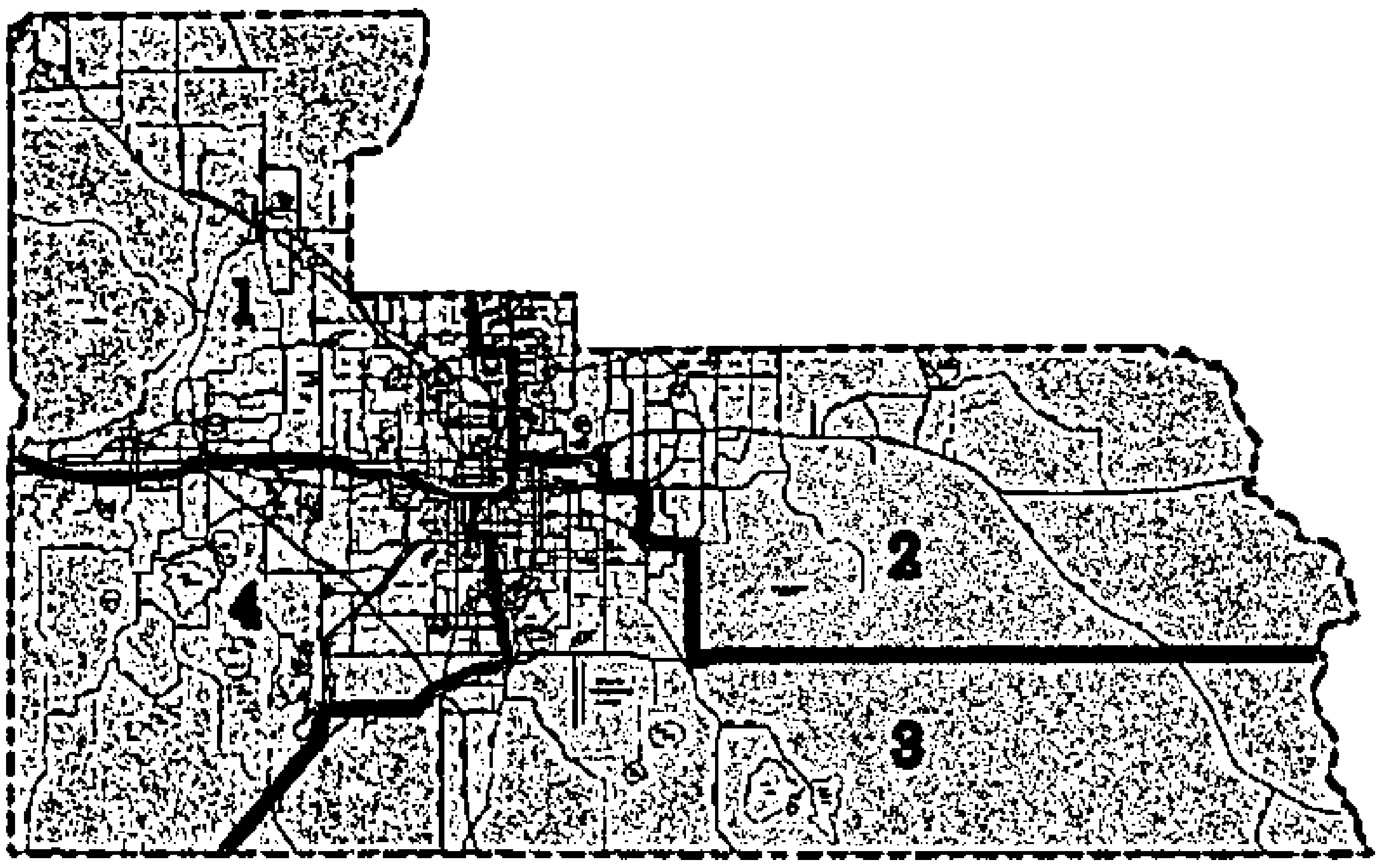
The study recommended that the City of Mesa update its water and wastewater development fees to cover the full net cost of growth and to more equitably charge large users; replace its current system of inefficient developer exactions with an arterial street impact fee; and expand its current residential development tax to also cover nonresidential development and to increase its amount by about 75 percent.

Period:	March 1997 - March 1998
Budget:	$80,000
Team:	Duncan Associates (Lead) Rust Environment & Infrastructure NRS Associates GeoStat Inc.
Contact:	Bryan Raines, Senior Management Assistant City of Mesa 602.644.3381

Orange County, Florida
Multi-Facility Impact Fee Study

For Orange County, Duncan Associates updated the County's road and law enforcement impact fees and examined the parkland dedication requirements. The firm first looked at the park dedication requirements and evaluated the benefits of converting them to park impact fees. The firm was then engaged to review and update the County's 14 year-old road and law enforcement impact fees. While Orange County was one of the first jurisdiction in Florida to adopt road and law enforcement impact fees, it had continued to rely on subdivision exactions for its park requirements.

The reason for examining the County's park options was that impact fees offer several advantages that subdivision exactions do not. For example, subdivision dedications are limited to land acquisition, while impact fees can cover the cost of both land and improvements. In addition, dedication requirements are applicable only to new subdivisions, while impact fees can be assessed at any point in the development approval process.



On the other hand, impact fees must meet judicial standards that do not necessarily apply to subdivision exactions. And while impact fees may be based on full facility costs, credits must be given for outstanding indebtedness and dedicated revenues. For example, in 1995, the County authorized $38 million in revenue bonds secured by the public services tax to acquire and improve environmentally sensitive lands and parkland facilities. After considering these credits, the study indicated the maximum park impact fee that could be charged was $225 per single-family unit and $143 per multi-family unit.

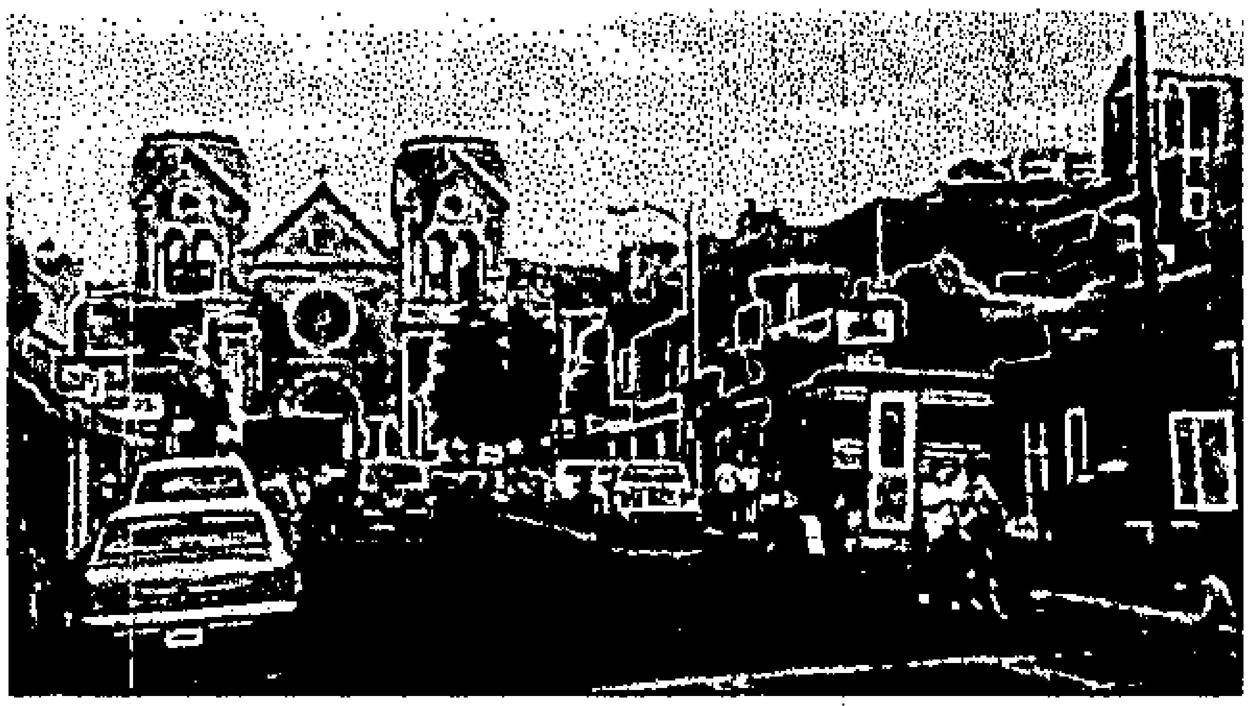
Another consideration was that impact fee revenues must be earmarked for expenditure within specific "benefit districts" in order to meet specified legal tests. The study recommended that new park benefit areas should be the same as those already established for the County's road impact fee system (see map above). Due to the possible net loss in total revenue and other considerations, the County opted to update its existing parkland dedication requirements, rather than convert to a totally new park impact fee system.

Orange County's road and law enforcement impact fees, originally adopted in the early 1980s, had not been reviewed and updated in ten years. The study reviewed law enforcement impact fee methodology based on calls for service by land use, updated capital facility replacement costs, and revised credit calculations. Work products included a draft and final impact fee study, revised fee schedule and necessary code amendments.

Period: September 1995 - July 1998
Budget: $40,000
Team: Duncan Associates
Contact: Bill Pable, Project Coordinator
Orange County
407.836.5880

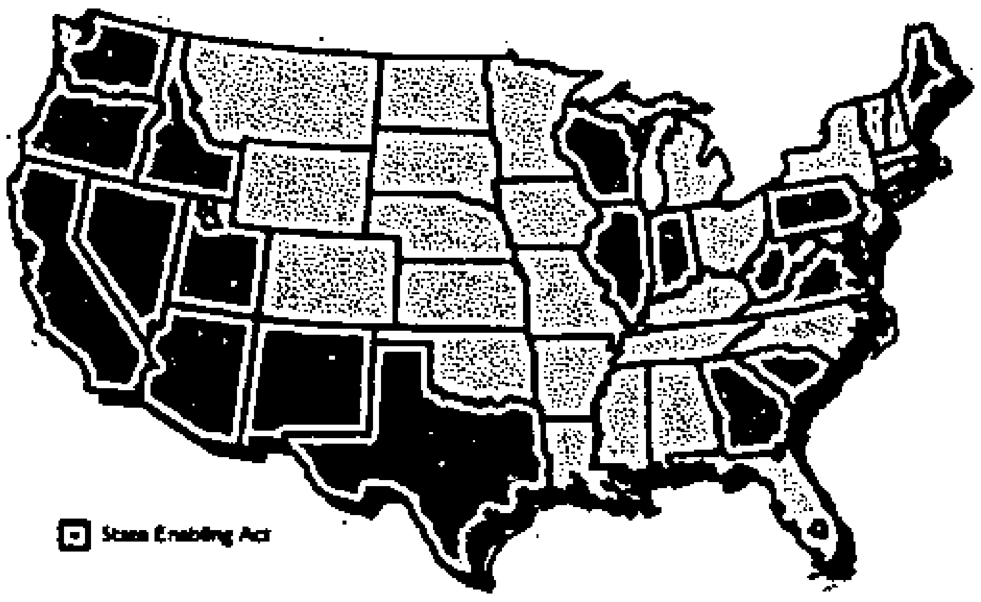
Santa Fe, New Mexico

Multi-Facility Impact Fee Feasibility Study



For the City of Santa Fe, Duncan Associates recently prepared an impact fee feasibility study that addressed roads, drainage, water, wastewater, parks and public safety facilities. On the basis of this study, the City will decide whether to update existing fees or pursue additional fees in the next phase of the project. Santa Fe currently charges modest impact fees for arterial streets and signalization and wastewater. It also charges a fee in-lieu of park land dedication and a water connection fee (Utility Expansion Charge) that functions much like an impact fee.

STATES WITH ENABLING ACTS



The feasibility study included a survey of "best practices" for impact fees from around the nation. This included a review of impact fee enabling act provisions in the other 21 states with such acts. If the City wishes to pursue changes to the New Mexico *Development Fees Act*, the study suggests that it try to reduce the length of time that assessment at platting locks in the current fee schedule from four years to something more reasonable (one to two years).

The City had indicated interest in impact fee approaches that encourage affordable housing, infill and redevelopment. As for affordable housing, the study noted that one approach would be to base park fees on unit size, rather than assessing a flat rate per dwelling unit. In addition, funds could be set aside to pay impact fees for affordable housing projects. In order to encourage infill, the study recommended that the City identify a service area where facilities are available and charge no fees in that area for certain facilities. Another way to encourage redevelopment is to base the impact fees on the difference between the impact caused by the proposed use and that caused by the most intensive use on the site in the past.

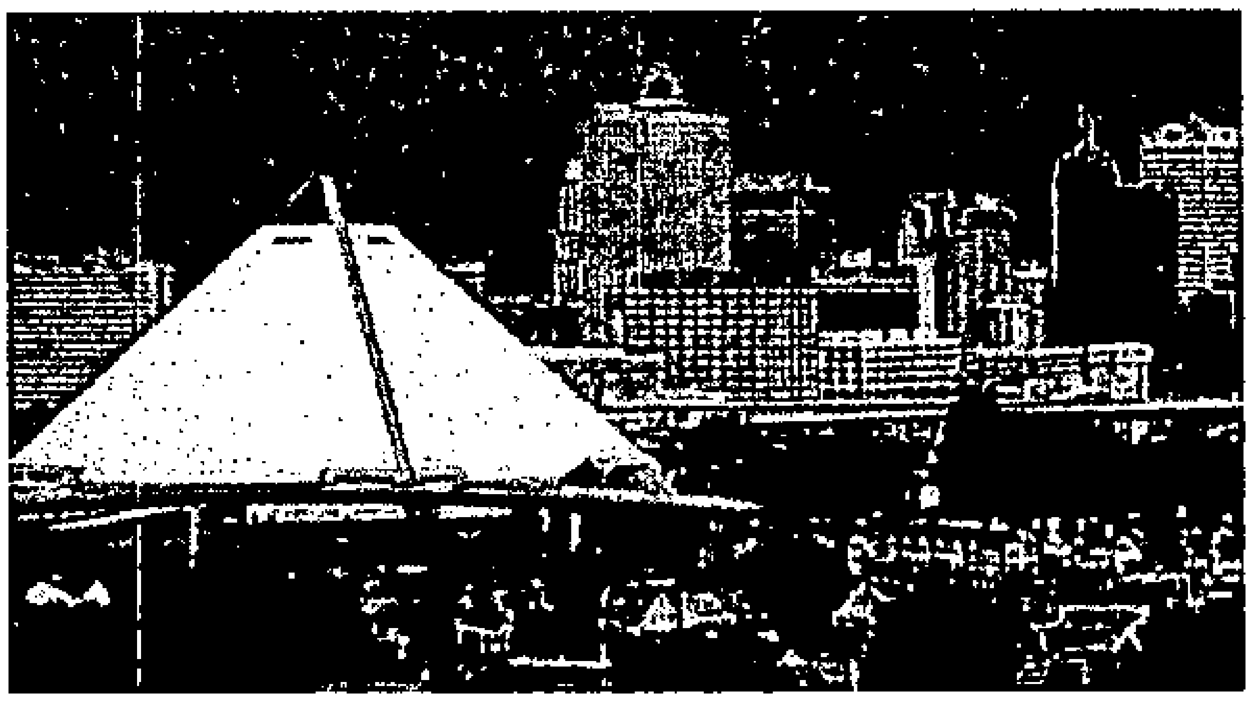
The study indicated that the City might want to defer updating the water Utility Expansion Charge, which was recently increased. The wastewater impact fee should be updated, and the City might consider basing the revised fee on the City's utility connection fee authority, rather than its impact fee authority. The basis for assessing wastewater fees by land use and square footage should be reexamined and meter size should be considered. The development of wastewater interceptor impact fee should be deferred until after completion of the *Wastewater Master Plan*. The line portion of both water and wastewater fees could be waived in a defined service area where current facilities are adequate to support infill or redevelopment. Developers should also be given credit against the line component if they build line extensions.

The study recommended that the City's park dedication requirements should be reviewed based on existing levels of service and housing type, and that park impact fees should include park development costs and vary by housing type. Since the City does not have sufficient information to develop a drainage impact fee at this time, the study suggested it might consider a stormwater utility fee.

Period:	January 2000 - Present
Budget:	$25,000
Team:	Duncan Associates (Lead) Camp Dresser McKee Felsburg, Holt & Ullevig Sites Southwest
Contact:	Cyrus Samii, Project Coordinator City of Santa Fe 505.984.6625

Memphis/Shelby County, Tennessee

Impact Fee/Development Tax Feasibility Study



For Memphis/Shelby County, Duncan Associates evaluated the feasibility of using impact fees or development taxes to help pay for the cost of infrastructure needed to support new development. Shelby County, the largest county in Tennessee, contains the City of Memphis -- the largest city in the state. County population has been growing at a relatively constant linear rate since the 1970s. Since 1980, however, Memphis has been losing population, while its six suburban municipalities and the unincorporated area have been growing rapidly.

The purpose of the study was to evaluate alternative financing techniques for schools, roads, drainage. fire protection, law enforcement, parks and library capital facilities. The techniques addressed included impact fees, development taxes and real estate transfer taxes. The study addressed which technique, if any, was appropriate for each type of facility. Factors evaluated include data availability, revenue potential, legal defensibility, intergovernmental participation and regional competitiveness.

FEE CHARACTERISTICS SUMMARY

Facility	Type of Fee	Geographic Coverage	Annual Revenue
Schools	Dev't Tax	County-wide exc. Memphis	$8,661,000
Unrestricted	Transfer Tax	County-wide	$19,500,000
Roads	Impact Fee	Unincorporated Area	$5,535,000
Drainage	Utility Fee	County-Wide	$21,437,000
Fire/EMS	Impact Fee	Uninc. Area + Lakeland	$477,000
Police	Impact Fee	Uninc. Area + 2 Cities	$251,000
Parks	Impact Fee	Unincorporated Area	$732,000
Library	Impact fee	County-Wide	$593,000
Total			$57,186,000

The major issues in the study revolved around school finance. A major legal constraint influencing the study is the requirement that the County share any school funding with the separate Memphis school district. Given the city's relatively slow growth, this meant that the majority of bond proceeds issued to finance new schools outside Memphis had to be given to the city school district, which has been unable to spend all of the capital improvement funds it has received.

The study identified two major alternatives to address the school capital financing issue. A real estate transfer tax would have the greatest revenue potential. If assessed county-wide and earmarked for schools, the funds would need to be split between the Memphis and Shelby County school district in proportion to the enrollment in each district. A school development tax would have the next highest revenue potential, and would have several advantages over a school impact fee, including the ability to assess nonresidential development and mitigate impacts on housing affordability. Before a school impact fee or development tax should be seriously considered, however, some method would need to be found to prevent the need to share revenues with the Memphis school district. One option would be to seek to have the city school district voluntarily waive any claim to County funds raised outside of Memphis.

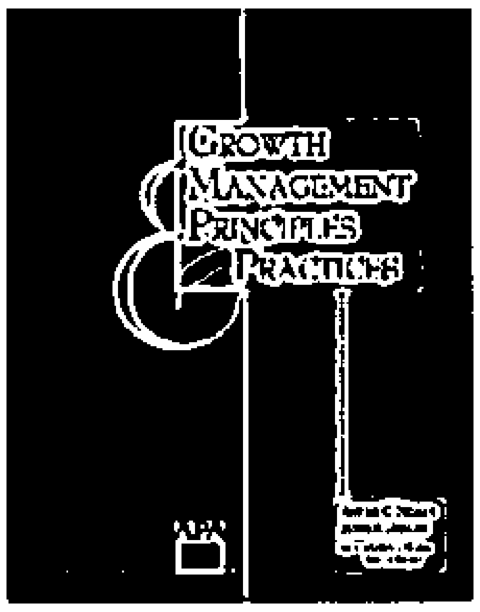
Period: October 1999 - April 2000
Budget: $50,000
Team: Duncan Associates
Contact: Louise Mercuro, Deputy County Administrator
Shelby County
901.545.4500

James B. Duncan, FAICP

President

Mr. Duncan, a past president of the American Planning Association, is one of the nation's leading urban planning and growth management practitioners. His career as a city planner has spanned almost four decades of service to more than 150 cities, counties, regions and states throughout the nation. During his career, he has also held several key public sector positions, including director of land development services for the City of Austin; director of growth management for the City of Hollywood, Florida; director of development management for Broward County, Florida; and chief of local planning services for Dade County, Florida.

Throughout his career, Mr. Duncan has focused his primary interests and energies on the development of innovative growth management techniques, the streamlining of land-use controls and the advancement of development impact assessment methodologies. He has prepared a series of award-winning comprehensive plans and development codes that were honored by the Florida, Texas and Louisiana Chapters of the American Planning Association. Mr. Duncan served as a growth management advisor to two Florida Governors, co-wrote the nation's first state impact fee enabling act (Texas), prepared one of the first comprehensive plans to embody the dual concepts of consistency and concurrency, and introduced many user-friendly, easy-find techniques to simplify regulations.



GROWTH MANAGEMENT PRINCIPLES & PRACTICES

For APA, Mr. Duncan has also served as vice-chair of its Chapter Presidents Council, as president of its Florida chapter, as professional development liasion of its Texas chapter; and as a member of its national governance committee. Mr. Duncan is the co-author of the best-selling APA publication, GROWTH MANAGEMENT PRINCIPLES AND PRACTICES, and a frequent conference speaker on growth management, land-use regulations, infrastructure financing and impact fees. While in south Florida, he also served as an adjunct professor of city planning at Florida Atlantic University; and as vice chair of the planning and zoning board and chair of the code enforcement board for the City of Davie.

Education:	M.S. Regional and City Planning, 1965 UNIVERSITY OF OKLAHOMA B.A. Journalism and Political Science, 1961 UNIVERSITY OF TEXAS AT AUSTIN
Certification:	College of Fellows, American Institute of Certified Planners

Clancy J. Mullen, AICP
Senior Associate

Since joining Duncan Associates in 1989, Mr. Mullen has prepared infrastructure financing studies and development impact fees systems for cities and counties throughout the nation.

Mr. Mullen was the principal author of impact fee studies for Apache Junction and Mesa, Arizona; Colorado Springs, Commerce City, and Adams, Eagle, Larimer and Weld Counties, Colorado; Lee, Citrus, Dade and Orange Counties, Florida; Atlanta, Columbus and Gwinnett County, Georgia; the State of Hawaii; Boise/Ada County, Idaho; Minneapolis/St. Paul Metropolitan Council, Minnesota; Kansas City, Missouri; Bozeman and Gallatin County, Montana; Reno/Washoe County, Nevada; Albuquerque, Bernalillo County, Ruidoso and Rio Rancho, New Mexico; Cary, North Carolina; Hilton Head Island, South Carolina; Franklin, LaVergne, Smyrna, White House and Shelby County, Tennessee; Flower Mound, Denton, Georgetown and College Station, Texas; and West Valley City and Sandy City, Utah.

In addition, Mr. Mullen has also prepared studies which examined alternative infrastructure financing techniques for the Minnesota Department of Agriculture, the State of Florida; Montgomery County, Maryland; Greeley, Colorado; Sugar Land, Texas; and Charlotte/Mecklenburg County, North Carolina.

Mr. Mullen has revised zoning ordinances and land development regulations for cities and counties in Arkansas, Florida, Louisiana, Mississippi, Tennessee and Texas. He was also involved in the preparation of growth management technique reports for the Puget Sound Council of Governments (Seattle) in Washington and the Alamo Area Council of Governments (San Antonio) in Texas.

Mr. Mullen is a contributing author of the best-selling APA publication, GROWTH MANAGEMENT PRINCIPLES AND PRACTICES, and he has expertise in the areas of demography, housing, employment, and fiscal research and modeling techniques.

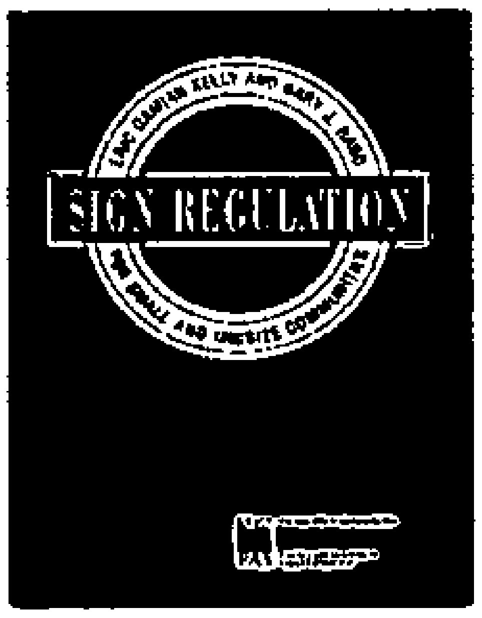
Education:	M.S. Community and Regional Planning, 1988 UNIVERSITY OF TEXAS AT AUSTIN B.S. Sociology, 1978 UNIVERSITY OF HOUSTON
Certifications:	American Institute of Certified Planners

Eric Damian Kelly, Esq., FAICP

Vice-President

Dr. Kelly, one of the nation's foremost land-use attorneys and growth management specialists, and a noted specialist in the areas of sign regulations and zoning enforcement. A long-time informal associate of Duncan Associates, he formally joined the firm as an officer and shareholder in 1999. He is a former dean of the College of Architecture and Urban Planning at Ball State, where he still teaches several urban planning courses, while engaging in an active consultant role with Duncan Associates.

Dr. Kelly has personally drafted sign controls for numerous cities, including current assignments for Cary, North Carolina and Fort Lauderdale, Florida. He also recently completed a detailed study of sexually-oriented businesses for Kansas City, including an analysis of ordinances in 20 other cities and counties. He first participated in drafting development regulations as vice president of a Philadelphia firm that developed the innovative "Impact Zoning" concept during the early 1970s. He then went on to establish his own land use law firm in Colorado in 1976 and operated it until 1990, when he accepted a full-time faculty position at Iowa State University. He has prepared new land-use controls for local governments in over 25 states and has conducted many training sessions for public officials.



Dr. Kelly is general editor of the 10-volume Matthew Bender series on Zoning and Land Use Controls. Other publications include Managing Community Growth (Preager, 1993), the "Zoning" chapter in the ICMA "Planner's Greenbook;" Planning Advisory Service reports on zoning enforcement and adequate public facilities; and numerous articles on growth management. He is the author of recent articles on the "taking" issue and the treatment of cellular towers and satellite dishes under local ordinances. Dr. Kelly received the Colorado APA chapter's award for "Outstanding Service and Educational Leadership" in 1989, and the University of Pennsylvania listed him among its "100 Graduates Who Epitomize Our Future." He, like long-time friend and colleague Jim Duncan, is one of 46 people selected as the first members of the College of Fellows of the American Institute of Certified Planners (FAICP).

Education: Ph.D. in Public Policy, 1992
The Union Institute
Juris Doctor and Master of City Planning, 1975
University of Pennsylvania
B.A. in political economy, 1969
Williams College

Affiliations: American Bar Association
College of Fellows, American Institute of Certified Planners

Employment History	President, Cooper Consulting Company, Birmingham, AL, 1990-Present Planning Director, Shelby County, Alabama, 1987-1990 Principal Planner, Jefferson County, Alabama, 1975-1987 State Planning, State of Alabama, 1975
Education/Honors	Masters of Urban and Regional Planning University of Mississippi Bachelor of Arts, Political Science Mississippi State University

Past President, American Planning Association
Past Chair, Chapter Presidents Council, American Planning Association
Charter Member, American Planning Association
Charter Member, Alabama Planning Commissioners' Institute
Member, American Institute of Certified Planners
Board Member, American Society of Consulting Planners
Member, National Association of County Planners
Member, Farmland Trust
Past President, Alabama Chapter of American Planning Association
Past, Board of Directors, Horizon 280 Association
Past, Board of Directors, Travelers Aid Society
Guest Lecturer:
  - American Planning Association National Conference
  - Planning Commissioner Workshops in Southeast
  - University of Texas, Leadership Forum
  - Indiana Planning Commissioner Institute
  - 32 State Planning Associations across U.S.
  - 16 Planning Schools across U.S.
  - Voice of America, Worldwide Radio
  - Mississippi Municipal League
  - Mid South Zoning Institute
  - National Association of Women in Construction
  - Four State Regional Planning Conference

Professional Affiliations

CONNIE B. COOPER, AICP, has 25 years of experience in planning and community development at the state, county, and local levels. This has included extensive experience throughout the southeast as a principal participant in the areas of strategic planning; community goal setting and visioning; comprehensive planning; economic development; zoning and subdivision; housing; transportation; market research; land development; community relations; and intergovernmental cooperation. In addition, as a planning director in the public sector, Ms. Cooper's experience has included major responsibilities in the management of planning programs which have become the cornerstones of Shelby and Jefferson Counties' planning programs.

As Planning Director and Principal Planner in Shelby and Jefferson Counties (Alabama), Ms. Cooper gained considerable experience as the principal participant in more than eighty projects related to county and municipal governments; federal agencies; community organizations; chambers of commerce; private corporations; and individuals. As President of Cooper Consulting Company, Inc., Ms. Cooper has participated in the completion of a city-county comprehensive plan for one of Georgia's fast-growing communities; developed a community involvement plan for a major hazardous mitigation corporation in Louisiana; developed a planned unit development ordinance regulating a major land development in Alabama; provided technical support for the comprehensive revision of a gulf coast community's zoning ordinance and map; completed a study of the impact of suburbanization on a major capitol city the southeast; provided expert testimony in rezoning litigation; assisted the development community in variance and plan approvals; and completed an eight mile corridor plan in the Birmingham metropolitan area. Ms. Cooper played a key role in the preparation of a marketing and promotional program for South Fulton County; a major neighborhood revitalization project in Rockdale County; a comprehensive plan update and new land development regulations for Columbia County; Georgia; an economic development plan for DeKalb County, Georgia; Destin, Florida's citywide visioning initiative; a community-wide visioning and design charrette in Charleston, South Carolina; growth management plan for Norman, Oklahoma; a corridor redevelopment plan in Atlanta, Georgia; and a comprehensive plan update for Alpharetta, Georgia. The firm is currently under contract to complete comprehensive plans in Colorado, Indiana, and Georgia, as well as unified development ordinances for communities in Missouri and Georgia.

Ms. Cooper has had a successful history of working with governmental officials and community groups. She possesses a strong capacity for quickly assessing alternatives and recommending approaches that work well for the differing needs of her clients. Experience in the public sector has provided her with insight and sensitivity with which municipal projects must be undertaken, as well as the role elected officials and taxpayers play in the process. As past president of the American Planning Association (APA), a 28,000 national association of city, county, regional and private planners across the U. S. and abroad, Ms. Cooper has had an excellent track record of professional activities. She is a frequent national guest lecturer and facilitator on planning with limited resources, simplifying zoning techniques, the role of the planning commission, leadership capacity building and community involvement. Her tenure as President of the American Planning Association gave Ms. Cooper the opportunity to share creative planning approaches with colleagues throughout America, as well as to meet with the Presidential staff in D.C. to discuss major urban issues. Ms. Cooper is a WBE/DBE certified firm in Kansas City, Missouri; Charlotte, North Carolina; for the Alabama Department of Transportation; and for the Georgia Department of Transportation.

STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 17, 2000

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder for 1 Cab/Chassis w/mounted Utility Body & Lift, Bid 00-66, Item #1, with the authorization for the purchase of this item from Ron Blackwell Ford, P.O.Box 547, Bentonville, AR 72712, Vendor #88230.

COST TO CITY:

Cost: $ 68,908.00 Trade Allowance: N/A Net Cost: $ 68,908.00

$ 68,908.00	$ 802,398.00	Repl/Exp Med/Hvy Util Veh
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 283,811.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98064-001	$ 518,587.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J. Cramer
Accounting Manager 9-29-00 Date ADA Coordinator Date

City Attorney 9-29-00 Date Internal Auditor Date

Purchasing Officer 9-29-00 Date

STAFF RECOMMENDATION:

Acceptance of Bid 00-66 with the Authorization to Purchase Item #1.

Oestreich
Division Head 9-28-00 Date

Cross Reference

Department Director Date

New Item: **Yes** **No**

Administrative Services Director 10/4/00 Date

Prev Ord/Res #:

Fred Hanna
Mayor 10/4/00 Date

Orig Contract Date:

STAFF REVIEW FORM

Description: Cab/Chassis/Lift/Utility Body

Meeting Date: October 17, 2000

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

FAYETTEVILLE

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: September 27, 2000

SUBJECT: BID AWARD RECOMMENDATION 00-66

Reference the attached Agenda Request for the Award of Bid 00-66, Item #1, to the lowest qualified bidder meeting specifications. This Vendor is Ron Blackwell Ford, P.O.Box 547, Bentonville, AR 72712. (Vendor #88230). This is a budgeted item..

The Bid Tabulation Sheet dated September 20, 2000, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached along with a completed copy of the successful bid. Please note the response from the second bidder, Nelms Chevrolet which included a comparable item for a higher dollar amount. There was not any significant modifications to the bid item which would warrant the additional cost, therefore the lowest priced item was chosen as the most advantageous for the City.

This item has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit 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 Traffic Division, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Cab/Chassis w/mounted Utility Body & Articulated Lift

** Ron Blackwell Ford

2001 Ford F-550 W/Mounted Body and Lift @ $68,908.00,. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1.	Ron Blackwell Ford - 1 Unit at $68,908.00

TOTAL BID AWARD: **$ 68,908.00**

The budgeted amount for items of this type is $802,398.00 in account 9700-1920-5802.00, Project 98064-001. With the purchase of this item at $68,908.00 we will have a balance remaining of $449,679.00.

BID #00-66
DATE: 9/20/00
TIME : 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: CAB/CHASSIS W/MOUNTED UTILITY BED

BIDDER	ITEM # 1
RON BLACKWELL FORD	$68,908.00
NELMS CHEVROLET	$73,612.25

Certified by P Vice
P Vice Purch Mgr

R Williams 9/20/00
Witness Date

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Mr. Bill Oestreich, Fleet Maintenance Superintendent**

FROM: **Perry Franklin, Traffic Division Superintendent**

DATE: **September 29, 2000**

SUBJECT: **Bid# 00-66 Traffic Division Bucket Truck**

I have reviewed the specifications and the bid submitted by the apparent low bidder Ron Blackwell Ford of Bentonville, Arkansas. The bid submitted appears to meet the our truck specifications and I believe will be adequate for our work in the City of Fayetteville Traffic Division.

PLF/plf

VEH NO.	UNIT DESCRIPTION	PURCH. YEAR	VEH LIFE	PURCHASE PRICE	REPLACEMENT COST/MO.	MONTHLY MAINT & O.H.	MINIMUM MONTHLY	REPLACEMENT PER MILE	MAINT & O.H PER MILE
3TR	PROP. LIFT/UTILITY	2001	8	$68,908.00	$875.71	$534.59	$1,410.30	$0.88	$0.53
3TR	PROP. LIFT/UTILITY	2001	10	$68,908.00	$746.50	$469.99	$1,216.50	$0.75	$0.47
3TR	PROP. LIFT/UTILITY	2001	12	$68,908.00	$660.37	$426.92	$1,087.29	$0.66	$0.43

CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 00-66 **DATE ISSUED:** September 11, 2000

DATE & TIME OF OPENING: September 20, 2000 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: 60 Days from Date of Order

F.O.B. Fayetteville, AR

THIS INVITATION TO BID IS BASED ON THE NEED FOR 1 UNIT AS LISTED IN ITEM #1 OF SPECIFICATIONS ATTACHED. HOWEVER, 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.

Item #	Description	Price*
1.	Cab and Chassis with mounted Utility Bed and mounted Articulating Telescoping Lift as listed in Item #1 Of Specifications Attached	$______________

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*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.

SPECIAL TERMS & CONDITIONS

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** be shown 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 may call the Purchasing Office at (501) 575-8289 to determine if their bid documents have been received 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 to the date of 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 Manufacturer's 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.

11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID"** **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BASIC SPECIFICATIONS

Cab & Chassis w/Mounted Telescopic Lift & Utility Body

General Specification Requirements are as follows for Cab & Chassis w/Mounted Telescopic Lift & Utility Body. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

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.

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.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

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. NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL BE MADE. 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.

All equipment shall be new and unused and of the Manufacturers 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.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modem practice The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

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 extensive 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.

A complete set of Parts and Service Manuals are to be provided for each unit.

ITEM 1. HEAVY DUTY TRUCK CHASSIS W/MOUNTED UTILITY BODY & TELESCOPIC LIFT.

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis - Dual Wheel 4X2
WHEELBASE:	165"
CAB/AXLE DIMENSION:	84"
DIESEL ENGINE:	**MINIMUM ONLY:** 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 250 HP @ 3000 R.P.M., 425 LB.FT. @ 2000 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Auxiliary Idle Control w/Battery Charge Protection and LCD RPM/Voltage readout.

MANDATORY REQUIREMENT FOR CONSIDERATION.
PLEASE STATE:

MANUFACTURER:______________________________
MODEL DESIGNATION:__________________________
NO. OF CYLINDERS:___________________________
C.I.D. DISPLACEMENT:_________________________
HP RATING:___________@___________R.P.M.
TORQUE RATING:___________@___________R.P.M.

TRANSMISSION:	4 Speed Electronic Control Automatic with Power Take off capability to match requirements of Telescopic Lift listed herein.
GVWR RATING:	17,500 LBS.
GCWR RATING:	30,000 LBS.
REAR AXLE:	Limited Slip 13,500 LB, W/Auxiliary Springs.
DRIVE LINE:	Spicer/Dana Coated Spline w/single guard.
FRONT AXLE:	6000 LB. Capacity, Stabilizer Bar.
ALTERNATOR:	Dual 115 AMP.
BATTERIES:	Dual 78 AH-CCA.
FUEL SYSTEM:	42 Gal. Cap.

STEERING:	Power Assist w/Tilt Wheel
WHEELS & TIRES:	225/70R19.5 All Season, 8 Hole w/Spare Tire and Wheel
RADIO:	O.E.M. AM/FM w/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Knitted Vinyl Full Bench w/Seat Belts provided for 3 seating positions.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort, w/external steps, Dual Air Bags with Passenger Lockout.
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Power Assist 4 wheel disc.
TRAILER HITCH:	Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Full Function - Full Light Street Hawk Amber Light Bar to be installed on Cab Roof (Includes Take Down, Alley, Rotators and Flashers w/6 function control.

TELESCOPING ARTICULATING BOOM SPECIFICATIONS

Ground to bucket	36'
Working height	41'
Side reach	29'.
Bucket capacity	350#
Stowed height lift only	6'5"
Stowed height	9'6"
Stowed length	11'
Overall stowed length	16'6"
Articulating boom	-4 +88
Telescoping boom	-14 +74
Boom extension	8'

HYDRAULIC SYSTEM

PTO and Pump with Minimum of 9GPM flow at operating speed, Maximum pressure: 2500 PSI, Tank capacity: 15 Gallons, 3/4" shut off ball valve on suction line, 100 mesh screen on suction line, 10 micron filter and diffuser in tank with easy access for maintenance, Sight gauge on reservoir tank.

Cylinders:
All lift and extension cylinders are double acting with external threaded end caps. Bore on Lift cylinders: 5" on lower, 3.5" on upper. Bore on extension cylinder: 2". Bore on leveling cylinders: 2".

ROTATION

Continuous rotation with shear ball system. Direct worm drive, 1" machined plate, Gears lock in the event of hydraulic failure, 7/8" shaft for manual rotation.

CONTROLS

Full feathering control valves at bucket and base with base overide. Single stick control at bucket. Trigger on single stick control must be engaged to operate other boom functions. Fiberglass shield surrounds the control valve at the

bucket. Boom Functions: Lower boom up/down, *Upper boom up/down, *Extend/Retract, *Rotation, Bucket leveling, (*Controlled by joystick at bucket) Engine start/stop (bucket and base), Relay panel in located in pedestal. Hydraulic bucket rotator rotates bucket l80 degrees from one side, of boom to the other. A unit power switch with indicator light, located in the cab, is provided. The vehicle must be in park and the parking brake set for boom operation. 125 volt receptacle at bucket with GFI protection including an invertor with a capacity of 2000 Watts is to be provided.

BOOM STRUCTURE

6" X 8" A500 Grade B welded steel upper and lower booms w/5" X 7" A500 Grade B welded telescoping boom. Pivot pins are equipped with replaceable non-lube brass bushings. Pins are ETD 150. Safetv harness and shock lanyard with safety anchor ring mounted on Upper boom. Upper boom angle is constant due to compensating parallelogram.

PEDESTAL

23" x 23" X 36" steel weldment with access door. Door has ventilation openings.

SWING ARM

Tubing is 2" X12". Lower valve is mounted on plate between tubes. Control Handles located below plate.

BUCKET

350# capacity in all positions. 24" X 30" X 42" Fiberglass walk through bucket w/door, Rib Style Construction. Hydraulic leveling by master slave system.

MISCELLANEOUS EQUIPMENT

12 Volt backup system with heavy duty DC pump/motor. Auxiliary 904 battery w/battery box and isolator kit. 12 Volt backup system for emergency power. Front and rear torsion bars, Full hydraulic outriggers, Hvdraulic tool circuit.

UTILITY BODY SPECIFICATIONS:

Understructure:

Front cross member: 5" 6.7 Structural Steel Channel - floor width,
Rear cross member: 5" 6.7 Structural Steel Channel. full width, 5" 6.7 Structural Steel Channel fore and aft of the wheelhouse panel

Intermediate cross member: a. (4) Front floor width 12 gauge Commercial Grade Steel Channel b. (1) Rear floor width 1 2 gauge Commercial Grade Steel Channel Center H-Frame reinforcement: (2) - 4" 5.4 Structural Steel Channel longitudinal reinforcements (1) p 5" 6.7 Structural Steel Channel transverse reinforcement~

Floor:

3/16" Safety Tread Plate Steel

Rear Deck:

3/16" Safety Tread Plate Steel - Extending 3' from rear of body to be utilized as bucket rest.

Doors:

Double panel construction A60 2-sided Galvannealed Steel, Exterior panel 20 gauge A60 2-sided Galvannealed Steel, Interior panel 20 gauge A60 2-sided Galvannealed Steel, Plated chain supports on all horizontal doors, Flange mounted automotive door seal {Adhesive not accepted)

Locks:

Flush mounted, Rotary action, Key locking: Automotive quality , double bitted lock cylinder Paddle type, free wheel in locked position for greater security (Corrosion Resistant G90 Zinc Coated Steel)

Door Hinges: (Removable)

Concealed pin hinges, 5/16" diameter Electro-Zinc steel rod, Each removable stainless steel hinge bracket includes (1) type 316J stainless steel bushing insert, Securely bolted in place.

Striker Brackets:

Adjustable

Body Sides:

14 gauge A60 2-sided Galvannealed Steel

Front Bulkhead:

14 gauge A6O 2-sided Galvannealed Steel Solidly welded in place, Die-formed reinforcing rib

Front Panels:

14 gauge AGO 2-sided Galvannealed Steel

Second Front Partitions:

16 gauge A6O 2-sided Galvannealed Steel

Third Front Partition:

16 gauge A60 2-sided Galvannealed Steel

Horizontal Compartment Base:

14 gauge A60 2-sjded Galvannealed Steel

Front Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Second Rear Partition:

16 gauge A60 2-sided Galvannealed Steel

Rear Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Rear Panels:

12 gauge A60 2-sided Galvannealed Steel

Wheelhouse Panel (Flush Type):

14 gauge A60 2-sided Galvannealed Steel, 2" wide fenderette

Wheel Boxes:

12 gauge Safety Tread Plate Steel

Tailgate:

14 gauge A60 2-sided Galvannealed Steel, Tailgate Chain: 410 Chain = Cadmium Plated, Tailgate Hinge Brackets: 12-gauge A60 2-sided Galvannealed Steel

Shelving:

18 gauge G60 Minimum Spangle Galvanized Steel, Removable, lock in place, Slotted on 2 inch centers for dividers

Dividers:

18 gauge G60 Minimum Spangle Galvanized Steel

Primer:

Automotive electro-cathodic immersion prime paint

Undercoating:

Entire understructure undercoated

<u>All Body Parts Are to be Electrically Welded Into One Integral Unit.</u>

Compartment Configuration:

2 Full Height Vertical compartments on both sides ahead of drive axle. Horizontal compartment above drive wheels extending from rear of front vertical compartment to rear of body on left side. Single vertical door on single compartment at rear of body. (Left Side) - 2 full height vertical doors at rear of body on single compartment with horizontal compartment extending from rear of front vertical compartment to front of rear compartment. (Right Side) Total Body Height - 40" ahead of axle & 36" behind axle" - Total Body length of 11'.

NOTICE TO BIDDER

BID NO. 00-66

COMMODITY: **CAB & CHASSIS W/MOUNTED UTILITY BODY & LIFT**

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., SEPTEMBER 20, 2000, for the furnishing of: COMMODITY: **CAB & CHASSIS W/MOUNTED UTILITY BODY & LIFT**

Bid forms and specifications for the units being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

The City reserves the right to reject any and all bids and to waive any formalities deemed to be in the City's best interest.

Peggy Vice, Purchasing Officer

PUBLISH 9/13/00 NORTHWEST ARKANSAS TIMES

Billing refer to P.O.#________

BIDDERS LIST

1. Ron Blackwell Ford
   P.O.Box 608
   Bentonville, AR 72712
   Attn: P. Cody Manus
   800-238-9289

2. Jones Olds-GMC
   3535 N. College
   Fayetteville, AR 72703
   Attn: Duane Mathews
   501-521-7281

3. Nelms Chevrolet
   1310 W. Showroom Drive
   Fayetteville, AR 72704
   501-442-4201

4. Lewis Ford Sales
   3373 N. College
   Fayetteville, AR 72703
   Attn: Ron Masters
   501-442-5301

5. Springdale Dodge-Chrysler-Plymouth
   2308 S. Thompson
   Springdale, AR 72764
   501-751-4563

6. Lewis Chrysler-Plymouth-Dodge Inc.
   3311 N. College
   Fayetteville, AR 72703
   501-442-7552

J & R Equipment
25 N. Council Rd.
Oklahoma City, OK 72127
Att: Nick Pontikos

5. Traksan Equipment Co.
1531 E. Ford Ave
Springdale, AR 72764

6. Clark Machinery Co.
P.O.Box 1985
Fort Smith, AR 72901

7. Mitchell Machinery Co.
P.O.Box 1267
Van Buren,AR 72956

9. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:
Date: 09/18/00
P.O. Number:
Expected Delivery Date: 09/24/00

Vendor #: 8830
Vendor Name: NWA Times
Mail: Yes___ No_XX_
Address: P.O. Box 1607
FOB Point: Fayetteville, AK
Taxable: Yes___ No_XX_
City: Fayetteville
State: AK
Zip: 72702
Ship To Code: 50
Division Head Approval:
Requester: W.A.Oestreich
*Requester's Employee#: 241
Extension: 494

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Advertise for Bid 00-70	1	ea			9700-1920-5301.00			
	To Appear 9/24/00								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal:_______ $0.00
Tax:_______
TOTAL:_______ $0.00

Approvals:
urchasing office use only)

Mayor:_______________
Department Director:_______________
Purchasing Manager:_______________
Admin. Services Director:_______________
Budget Coordinator:_______________
Data Processing Mgr:_______________

CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494
INVITATION TO BID

BID #: 00-66 **DATE ISSUED:** September 11, 2000

DATE & TIME OF OPENING: September 20, 2000 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: ~~60~~ Days from Date of Order Est 90-120 days

F.O.B. Fayetteville, AR

THIS INVITATION TO BID IS BASED ON THE NEED FOR 1 UNIT AS LISTED IN ITEM #1 OF SPECIFICATIONS ATTACHED. HOWEVER, 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.

Item #	Description	Price*
1.	Cab and Chassis with mounted Utility Bed and mounted Articulating Telescoping Lift as listed in Item #1 Of Specifications Attached	$ 68,908.00

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** Ron Blackwell Ford

***BUSINESS ADDRESS:** 2609 S Walton Blvd.

***CITY:** Bentonville ***STATE:** AR ***ZIP:** 72712

***PHONE:** 501-464-5172 ***FAX:** 501-464-0984

***AUTHORIZED SIGNATURE:** P. Cody

***TITLE:** Fleet Sales Rep.

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

SPECIAL TERMS & CONDITIONS

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 <u>MUST</u> 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 <u>MUST</u> be shown as a separate item.

3. Bids received after the date and time set for receiving bids will <u>NOT</u> be considered. The City will <u>NOT</u> be responsible for misdirected bids. Vendor may call the Purchasing Office at (501) 575-8289 to determine if their bid documents have been received 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 to the date of 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 Manufacturer's 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.

11. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BASIC SPECIFICATIONS

Cab & Chassis w/Mounted Telescopic Lift & Utility Body

General Specification Requirements are as follows for Cab & Chassis w/Mounted Telescopic Lift & Utility Body. These are <u>MINIMUM SPECIFICATIONS ONLY</u> and are not limited or restricted to the following.

<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>

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.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

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. NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL BE MADE. 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.

All equipment shall be new and unused and of the Manufacturers 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.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

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 extensive 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.

A complete set of Parts and Service Manuals are to be provided for each unit.

✓ITEM 1. **HEAVY DUTY TRUCK CHASSIS W/MOUNTED UTILITY BODY & TELESCOPIC LIFT.**

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis - Dual Wheel 4X2 ✓

WHEELBASE: 165" ✓

CAB/AXLE DIMENSION: 84" ✓

DIESEL ENGINE: MINIMUM ONLY: 444 C.I.D. 7.3 Liter ✓ Displacement, Direct Injection, Turbo charged, 250 HP @ 3000 R.P.M., 425 LB.FT. @ 2000 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, ✓Auxiliary Idle Control w/Battery Charge Protection and LCD RPM/Voltage readout.

MANDATORY REQUIREMENT FOR CONSIDERATION. PLEASE STATE:

MANUFACTURER: Navistar
MODEL DESIGNATION: Power Stroke
NO. OF CYLINDERS: 8
C.I.D. DISPLACEMENT: 448
HP RATING: 250 @ 2600 R.P.M.
TORQUE RATING: 500 @ 1800 R.P.M.

TRANSMISSION: 4 Speed Electronic Control Automatic with Power ✓ Take off capability to match requirements of Telescopic Lift listed herein.

GVWR RATING: 17,500 LBS. – 19,000 ✓

GCWR RATING: 30,000 LBS. ✓

REAR AXLE: Limited Slip 13,500 LB, W/Auxiliary Springs. ✓

DRIVE LINE: Spicer/Dana Coated Spline w/single guard. ✓

FRONT AXLE: 6000 LB. Capacity, Stabilizer Bar. ✓

ALTERNATOR: Dual 115 AMP. ✓

BATTERIES: Dual 78 AH-CCA ✓

FUEL SYSTEM: 42 Gal. Cap. 40 gal ✓

STEERING: Power Assist w/Tilt Wheel ✓

WHEELS & TIRES: 225/70R19.5 All Season, 8 Hole w/Spare Tire and Wheel ✓

RADIO: O.E.M. AM/FM w/Clock ✓

FLOOR COVERING: Non-Skid Vinyl/Rubber ✓

SEAT: H.D Knitted Vinyl Full Bench w/Seat Belts provided for 3 seating positions. ✓

CAB: Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort, w/external steps. Dual Air Bags with Passenger Lockout. ✓

COLOR: EXTERIOR-White INTERIOR-Grey ✓

WIPERS: 2 Speed Intermittent ✓

MIRRORS: Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 8" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab. ✓

Exception
Std Ford TT mirrors w/convex non-heated

GLASS: Tinted, Maximum Glass area offered by the Manufacturer shall be made available. ✓

BRAKE SYSTEM: Power Assist 4 wheel disc. ✓

TRAILER HITCH: Receiver style-w/ 2" combination Ball-Pintle, ✓ supplied by Grant w/electronic Brake controller.

SAFETY EQUIPMENT: Grant Electronic Back-Up Alarm, ✓ 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers. Federal Signal Full Function - Full Light Street Hawk Amber Light Bar to be installed on Cab Roof (Includes Take Down, Alley, Rotators and Flashers w/8 function control. ✓

NA on this model.

NA

supplied by Grant

7

TELESCOPING ARTICULATING BOOM SPECIFICATIONS

Ground to bucket	36'
Working height	41'
Side reach	29'.
Bucket capacity	350#
Stowed height lift only	6'5"
Stowed height	9'6"
Stowed length	11'
Overall stowed length	16'6"
Articulating boom	-4 +88
Telescoping boom	-14 +74
Boom extension	8'

HYDRAULIC SYSTEM

PTO and Pump with Minimum of 9GPM flow at operating speed, Maximum pressure: 2600 PSI. Tank capacity: 15 Gallons, 3/4" shut off ball valve on suction line, 100 mesh screen on suction line, 10 micron filter and diffuser in tank with easy access for maintenance. Sight gauge on reservoir tank.

Cylinders:
All lift and extension cylinders are double acting with external threaded end caps. Bore on Lift cylinders: 5" on lower, 3.5" on upper. Bore on extension cylinder: 2". Bore on leveling cylinders: 2".

ROTATION

Continuous rotation with shear ball system. Direct worm drive, 1" machined plate, Gears lock in the event of hydraulic failure, 7/8" shaft for manual rotation.

CONTROLS

Full feathering control valves at bucket and base with base overide. Single stick control at bucket. Trigger on single stick control must be engaged to operate other boom functions. Fiberglass shield surrounds the control valve at the

bucket. Boom Functions: Lower boom up/down, *Upper boom up/down, *Extend/Retract, *Rotation, Bucket leveling, (*Controlled by joystick at bucket) Engine start/stop (bucket and base), Relay panel in located in pedestal. Hydraulic bucket rotator rotates bucket 180 degrees from one side, of boom to the other. A unit power switch with indicator light, located in the cab, is provided. The vehicle must be in park and the parking brake set for boom operation. 125 volt receptacle at bucket with GFI protection including an inverter with a capacity of 2000 Watts is to be provided.

BOOM STRUCTURE

6" X 8" A500 Grade B welded steel upper and lower booms w/5" X 7" A500 Grade B welded telescoping boom. Pivot pins are equipped with replaceable non-lube brass bushings. Pins are ETD 150. Safety harness and shock lanyard with safety anchor ring mounted on Upper boom. Upper boom angle is constant due to compensating parallelogram.

PEDESTAL

23" x 23" X 36" steel weldment with access door. Door has ventilation openings.

SWING ARM

Tubing is 2" X12". Lower valve is mounted on plate between tubes. Control Handles located below plate.

BUCKET

350# capacity in all positions. 24" X 30" X 42" Fiberglass walk through bucket w/door, Rib Style Construction. Hydraulic leveling by master slave system.

MISCELLANEOUS EQUIPMENT

12 Volt backup system with heavy duty DC pump/motor. Auxiliary 904 battery w/battery box and isolator kit. 12 Volt backup system for emergency power. Front and rear torsion bars, Full hydraulic outriggers, Hydraulic tool circuit.

UTILITY BODY SPECIFICATIONS:

Understructure:

Front cross member: 5" 6.7 Structural Steel Channel - floor width.
Rear cross member: 5" 6.7 Structural Steel Channel. full width, 5" 6.7 Structural Steel Channel fore and aft of the wheelhouse panel

Intermediate cross member: a. (4) Front floor width 12 gauge Commercial Grade Steel Channel b. (1) Rear floor width 1 2 gauge Commercial Grade Steel Channel Center H-Frame reinforcement: (2) - 4" 5.4 Structural Steel Channel longitudinal reinforcements (1) p 5" 6.7 Structural Steel Channel transverse reinforcement~

Floor:

3/16" Safety Tread Plate Steel

Rear Deck:

3/16" Safety Tread Plate Steel - Extending 3' from rear of body to be utilized as bucket rest.

Doors:

Double panel construction A80 2-sided Galvannealed Steel, Exterior panel 20 gauge A60 2-sided Galvannealed Steel, Interior panel 20 gauge A80 2-sided Galvannealed Steel, Plated chain supports on all horizontal doors, Flange mounted automotive door seal (Adhesive not accepted)

Locks:

Flush mounted, Rotary action, Key locking: Automotive quality , double bitted lock cylinder Paddle type, free wheel in locked position for greater security (Corrosion Resistant G90 Zinc Coated Steel)

Door Hinges: (Removable)

Concealed pin hinges, 5/16" diameter Electro-Zinc steel rod, Each removable stainless steel hinge bracket includes (1) type 316J stainless steel bushing insert, Securely bolted in place.

Striker Brackets:

Adjustable

Body Sides:

14 gauge A60 2-sided Galvannealed Steel

Front Bulkhead:

14 gauge A6O 2-sided Galvannealed Steel Solidly welded in place, Die-formed reinforcing rib

Front Panels:

14 gauge AGO 2-sided Galvannealed Steel

Second Front Partitions:

16 gauge A6O 2-sided Galvannealed Steel

Third Front Partition:

16 gauge A60 2-sided Galvannealed Steel

Horizontal Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Front Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Second Rear Partition:

16 gauge A60 2-sided Galvannealed Steel

Rear Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Rear Panels:

12 gauge A60 2-sided Galvannealed Steel

Wheelhouse Panel (Flush Type):

14 gauge A60 2-sided Galvannealed Steel, 2" wide fenderette

Wheel Boxes:

12 gauge Safety Tread Plate Steel

Tailgate:

14 gauge A60 2-sided Galvannealed Steel, Tailgate Chain; 410 Chain - Cadmium Plated, Tailgate Hinge Brackets: 12-gauge A60 2-sided Galvannealed Steel

Shelving:

18 gauge G60 Minimum Spangle Galvanized Steel, Removable, lock in place. Slotted on 2 inch centers for dividers

Dividers:

18 gauge G60 Minimum Spangle Galvanized Steel

Primer:

Automotive electro-cathodic immersion prime paint

Undercoating:

Entire understructure undercoated

All Body Parts Are to be Electrically Welded into One Integral Unit.

Compartment Configuration:

2 Full Height Vertical compartments on both sides ahead of drive axle. Horizontal compartment above drive wheels extending from rear of front vertical compartment to rear of body on left side. Single vertical door on single compartment at rear of body. (Left Side) - 2 full height vertical doors at rear of body on single compartment with horizontal compartment extending from rear of front vertical compartment to front of rear compartment. (Right Side) Total Body Height - 40" ahead of axle & 38" behind axle" - Total Body length of 11'.

GRANT
TRUCK EQUIPMENT COMPANY
OF OKLAHOMA CITY, INC.

1828 N.W. 4th
Oklahoma City, OK 73106

(405) 236-1494
FAX (405) 236-1472

☐ SALES ORDER
☒ QUOTATION

NO.

DATE 9/12/00

PURCHASER'S ORDER NO.

TO Blackwell Ford
ADDRESS
CITY STATE ZIP
ATTENTION Cody Martin
TELEPHONE 501-464-0984 FAX 501-464-0984

SHIP TO
ADDRESS
CITY STATE ZIP
TERMS
PAYMENT IS EXPECTED AT TIME OF DELIVERY UNLESS OTHER ARRANGEMENTS ARE MADE IN ADVANCE.

SALESMAN	SHIP VIA	DATE REQUIRED	F.O.B.
Nick Pontikos	Our Shop		OKC

QUANTITY	STOCK NUMBER DESCRIPTION	PRICE	PER	AMOUNT
1	Safety Mirror and Freight to Ark.			$475.00
	Note:			
	Add to original quote.			
	Thanks			
THESE PRICES ARE SUBJECT TO APPLICABLE SALES TAX, FREIGHT AND EXCISE TAX. PRICES ARE PROTECTED FOR 30 DAYS.		TOTAL		

GRANT
TRUCK EQUIPMENT COMPANY
OF OKLAHOMA CITY, INC.

1828 N.W. 4th
Oklahoma City, OK 73106

(405) 236-1494
FAX (405) 236-1472

☐ SALES ORDER
☒ QUOTATION

NO.

DATE 9/18/00

PURCHASER'S ORDER NO.

TO Bluckwell Ford

ADDRESS

CITY STATE ZIP

ATTENTION Cody Martin

TELEPHONE 501-464-0984 FAX 501-464-0984

SHIP TO Same

ADDRESS

CITY STATE ZIP

TERMS Net 30

PAYMENT IS EXPECTED AT TIME OF DELIVERY UNLESS OTHER ARRANGEMENTS ARE MADE IN ADVANCE.

SALESMAN	SHIP VIA	DATE REQUIRED	F.O.B.
Nick Portilevs	OUR SHOP		OKC

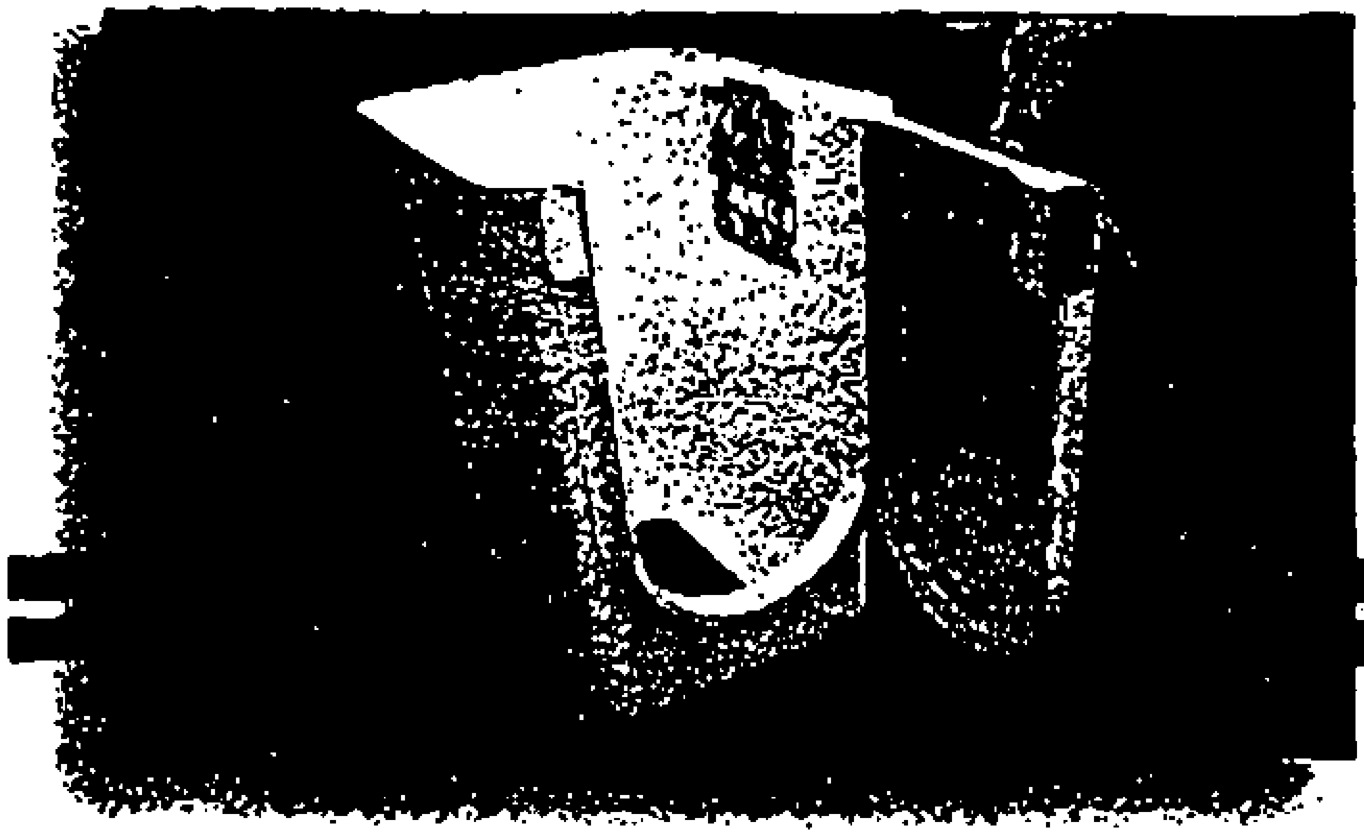
QUANTITY	STOCK NUMBER DESCRIPTION	PRICE	PER	AMOUNT
1	Aerolift TLS-41 Aerial & Reading			
	HD132 Service body per specs.			$ 38638 00
	Front Fender mnt Convex Mirror			
	F.O.B. [illegible] Bentonville			475 00
	Cody - We comply on all specs. Thanks, Nick			
				39113 00
	THESE PRICES ARE SUBJECT TO APPLICABLE SALES TAX, FREIGHT AND EXCISE TAX. PRICES ARE PROTECTED FOR 30 DAYS.	TOTAL		~~[illegible]~~ ~~00~~

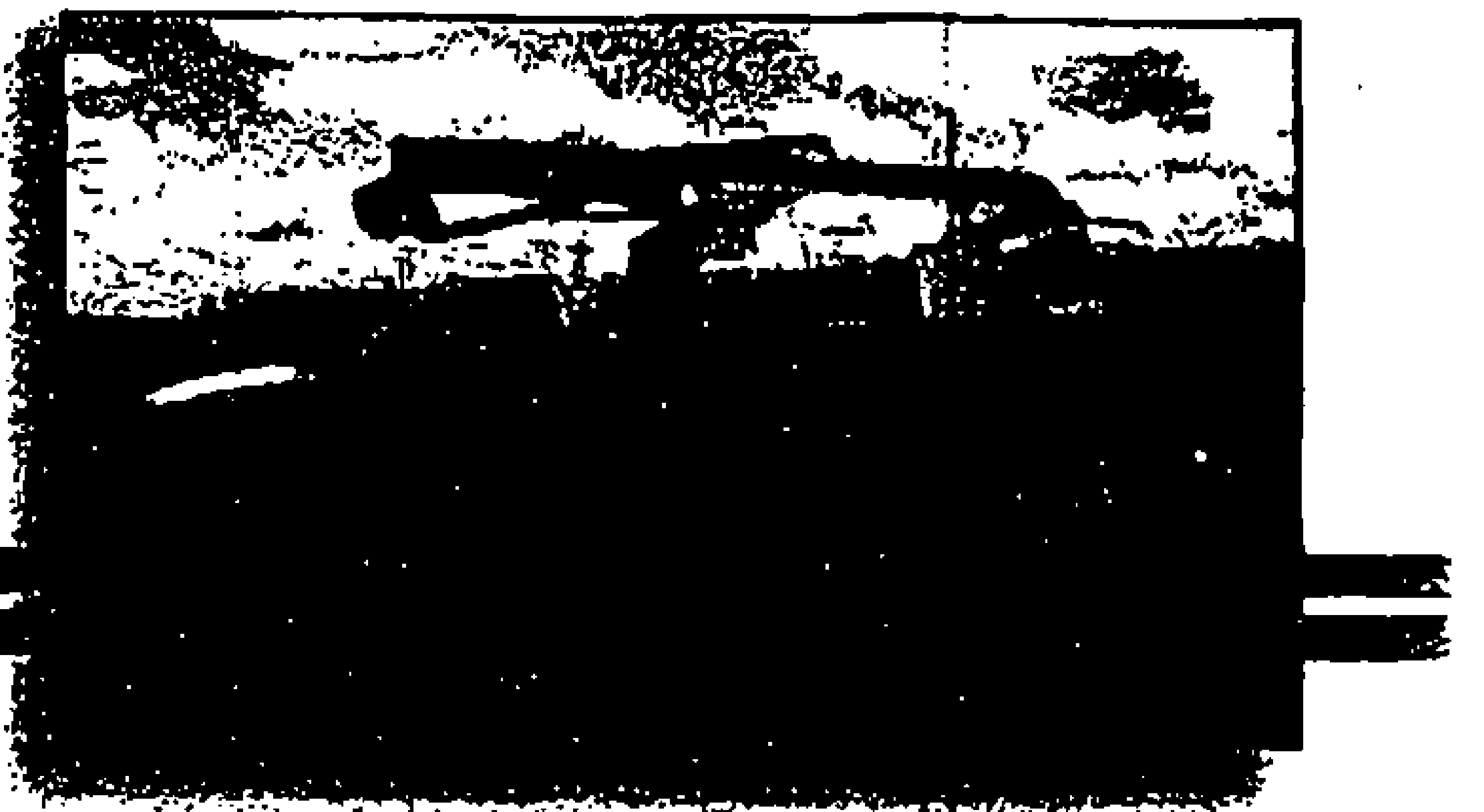
ARMLIFT

[redacted]

Division of TG Industries, Inc.

Dependability and Operating Economy





GENERAL SPECIFICATIONS:

Platform Height		36'
Working Height		41'
Side Reach		29'
Approx Stowed Travel Height		9'8"
Rated Platform Capacity		350#
Articulating Boom	-4	+88
Telescoping Boom	-14	+74
Boom Extension		8'
Rotation		Continuous
Minimum Chassis Specs 17,500 GVW-Hydraulic Outriggers Required		

OPTIONS:

- 12 Volt Emergency Power at Bucket & Base
- Hydraulic Tool Circuit

STANDARD FEATURES:

- Engine Start/Stop at Bucket and Base
- Full Pressure Control Valves
- Single Stick Control at Bucket
- Extension By Hydraulic Cylinder
- Hydraulic Bucket Leveling
- Shear Ball Rotation
- Hydraulic Bucket Rotator
- Non-Lube Bearings
- Steel Units Only:
  Fiberglass walk thru bucket with door
  125 Volt Receptacle with GFI at bucket

OPTIONS:

- Rear Torsion Bar - Required
- Front Torsion Bar - Recommended
- "H" Frame Hydraulic Outriggers - Required
- Vinyl Bucket Cover

DIVISION OF TG INDUSTRIES, INC.
(712) 864-3737 • Fax (712) 864-3848
1821 HIGHWAY 15 SOUTH
ARMSTRONG, IOWA 50514

ArmLift units meet or exceed all OSHA and ANSI 92.2 requirements.

DEALER:

WARRANTY CERTIFICATE

This is a limited warranty. All parts of the ARM-LIFT are warranted for a period of twelve months from the date of purchase. This warranty is issued only to the original user and promises that TG INDUSTRIES, INC., manufactured products are free from defects in material and factory workmanship when properly installed, serviced and operated under normal conditions, according to the Manufacturer's instructions.

Manufacturer's obligation under this warranty is limited to correcting without charge at its factory any part or parts thereof which shall be returned to its factory or one of its Authorized Service Stations, transportation charges prepaid, within twelve months after being put into service by the original user, and which upon examination shall disclose to the Manufacturer's satisfaction to have been originally defective. Correction of such defects by repair to, or supplying of replacements for defective parts, shall constitute fulfillment of all obligations to original user.

The ARM-LIFT Aerial Bucket Lift is engineered and designed to perform as stated on published specifications. Only quality materials and workmanship are used in the manufacture of this product. With proper installation, regular maintenance and periodic repair service, the equipment will provide excellent service.

This warranty shall not apply to any of the Manufacturer's products which must be replaced because of normal wear, which have been subject to misuse, negligence or accident of which have been repaired or altered outside of the Manufacturer's factory unless authorized by the Manufacturer. Misuse included driving the vehicle with the Arm-Lift up in the air or operating without a man in the bucket.

Manufacturer shall not be liable for loss, damage or expense directly or indirectly from the use of its product or from any cause. This includes injury to a person in the bucket incurred while the motor vehicle, the Arm-Lift is mounted on is moving.

The above warranty supersedes and is in lieu of all other warranties, expressed or implied, and of all other liabilities or obligations on part of Manufacturer. No person, agent or dealer is authorized to give any warranties on behalf of the Manufacturer nor to assume for the Manufacturer any other liability in connection with any of its product unless made in writing and signed by an officer of the Manufacturer.

Prepared By:
P. Cody Manus
Ron Blackwell Ford Commercial Trucks
2609 South Walton Blvd.
P.O Box 547
Bentonville, AR, 72712
Toll free: 800-238-8289 Phone: 501-273-9022

Prepared For:
Mrs Peggy Vice, Purchasing Mgr
City Of Fayetteville
113 W. Mountain St. Rm 306
Fayetteville, AR, 72701

FORD TRUCKS

Ford F-550 Chassis Super Duty

Warranty Coverage

2001 Ford F-550 Chassis 4x2 SD Regular Cab 164.8" WB DRW HD XL

Description	Months/Distance
Bumper to Bumper	36 month/36,000 miles
Major Components	36 month/36,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	36 month/36,000 miles
Engine	60 month/ 100,000 miles

Printed on September 19, 2000 at 12:56 pm
Price Level: 120 Quote ID: F550 Lift

s & Capacities Continued

2001 Ford F-550 Chassis
4x2 SD Regular Cab 164.8" WB DRW HD XL

Prepared For: Peggy Vice
Prepared By: P. Cody Menus
Dealership: Ron Blackwell Ford Com

Description	Value
Exterior (Continued)	
Rear tread	63.4"
Turning radius	29.7'
Fuel tank	40.0 gal.
84.0" from cab to axle	
47.5" from axle to end of frame	

Printed on September 18, 2000 at 12:56 pm
Price Level: 120 Quote ID: F550 LiR

NELMS 1 PRICE
nelmsauto.com
Auto Park

local 501-251-2100 • toll-free 877-657-4201 • fax 501-251-2148
Nelms Chevrolet
1310 W. Showroom Drive • Fayetteville, AR 72704

September 19, 2000

Peggy Vice
City of Fayetteville
113 West Mountain
Fayetteville, Ar 72701

Dear Ms. Vice.

Thank you for the opportunity to bid on the following truck and body to be used by The City of Fayetteville.

The bid for the body , built to the City's specs, is from Grant Manufacturing in Tulsa Oklahoma for the amount of $38,638.00.

We built a 2001 C Series as close to the bid specs as possible giving the allowable options from Chevrolet. Everything with the exception of the Horsepower is at or above minimum requested specs.

The C6H042 Medium Duty Truck is a far heavier truck that requested specs. With an Inline 6 cyl Cat Diesel motor the horsepower is off 43 hsp at 207 hsp at 2200 RPM's instead of the minimum requested 250hsp at 3000 RPM's, however, the torque rating is 520 at 1440 RPM'with , which exceeds the minimum required 425 lbs of torque at 2000 RPM's, which should more than overcome the shortage of 43 horsepower.

The truck is a total of 19000 GVWR with a 10761 lb payload capacity. With the price of the mounted utility body & telescopic lift being higher than the price of the truck, I would highly recommend the heaviest truck allowed in the City budget. I believe that this truck would be the best and most advantageous unit to meet the needs of the City.

I understand the need to have the vehicle within 60 days. I do not see a problem with this being accomplished, however, this is totally in the control of how quick Chevrolet can build and deliver the vehicle to us.

Sincerely,

Kevin Hunter
Commercial Truck Manager

CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: 00-66

DATE ISSUED: September 11, 2000

DATE & TIME OF OPENING: September 20, 2000 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: 60 Days from Date of Order

F.O.B. Fayetteville, AR

THIS INVITATION TO BID IS BASED ON THE NEED FOR 1 UNIT AS LISTED IN ITEM #1 OF SPECIFICATIONS ATTACHED. HOWEVER, 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.

Item #	Description	Price*
1	2001 C6H042	$34,324^{25}$
1.	Cab and Chassis with mounted Utility Bed and mounted Articulating Telescoping Lift as listed in Item #1 Of Specifications Attached And LightBAR	$ $23,612^{25}$

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: NELMS Chevrolet

*BUSINESS ADDRESS: 1310 W Showroom Drive

*CITY: Fayetteville *STATE: AR *ZIP: 72704

*PHONE: 501-251-2100 *FAX: 501-251-2100

*AUTHORIZED SIGNATURE:

*TITLE: Kevin Hunter Commercial Fleet Manager

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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** be shown 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 may call the Purchasing Office at (501) 575-8289 to determine if their bid documents have been received 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 to the date of 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 Manufacturer's 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.

11\. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12\. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BASIC SPECIFICATIONS

Cab & Chassis w/Mounted Telescopic Lift & Utility Body

General Specification Requirements are as follows for Cab & Chassis w/Mounted Telescopic Lift & Utility Body. These are <u>MINIMUM SPECIFICATIONS ONLY</u> and are not limited or restricted to the following.

<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>

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.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

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. NO FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL BE MADE. 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.

All equipment shall be new and unused and of the Manufacturers 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. Property 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.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

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 extensive 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.

A complete set of Parts and Service Manuals are to be provided for each unit.

ITEM 1. HEAVY DUTY TRUCK CHASSIS W/MOUNTED UTILITY BODY & TELESCOPIC LIFT.

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis - Dual Wheel 4X2
WHEELBASE:	165"
CAB/AXLE DIMENSION:	84"
DIESEL ENGINE:	MINIMUM ONLY: 444 C.I.D. 7.3 Liter Displacement, Direct Injection, Turbo charged, 250 HP @ 3000 R.P.M., 425 LB.FT. @ 2000 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Auxiliary Idle Control w/Battery Charge Protection and LCD RPM/Voltage readout.

MANDATORY REQUIREMENT FOR CONSIDERATION.
PLEASE STATE:
MANUFACTURER: CHEVROLET
MODEL DESIGNATION: 2001 C-Series C6H042
NO. OF CYLINDERS: 6
C.I.D. DISPLACEMENT: 442 / 7.2
HP RATING: 207 @ 2200 R.P.M.
TORQUE RATING: 520 @ 1440 R.P.M.

TRANSMISSION:	4 Speed Electronic Control Automatic with Power Take off capability to match requirements of Telescopic Lift listed herein.
GVWR RATING:	17,500 LBS.
GCWR RATING:	30,000 LBS.
REAR AXLE:	Limited Slip 13,500 LB, W/Auxiliary Springs.
DRIVE LINE:	Spicer/Dana Coated Spline w/single guard.
FRONT AXLE:	6000 LB. Capacity, Stabilizer Bar.
ALTERNATOR:	Dual 115 AMP.
BATTERIES:	Dual 78 AH-CCA.
FUEL SYSTEM:	42 Gal. Cap.

STEERING:	Power Assist w/Tilt Wheel
WHEELS & TIRES:	225/70R19.5 All Season, 8 Hole w/Spare Tire and Wheel
RADIO:	O.E.M. AM/FM w/Clock
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Knitted Vinyl Full Bench w/Seat Belts provided for 3 seating positions.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort, w/external steps, Dual Air Bags with Passenger Lockout
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated Junior West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Power Assist 4 wheel disc.
TRAILER HITCH:	Receiver style-w/ 2" combination Ball-Pintle, w/electronic Brake controller.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Manual Reset Circuit Breakers, Federal Signal Full Function - Full Light Street Hawk Amber Light Bar to be installed on Cab Roof (Includes Take Down, Alley, Rotators and Flashers w/6 function control.

TELESCOPING ARTICULATING BOOM SPECIFICATIONS

Ground to bucket	36'
Working height	41'
Side reach	29'.
Bucket capacity	350#
Stowed height lift only	6'5"
Stowed height	9'6"
Stowed length	11'
Overall stowed length	16'6"
Articulating boom	-4 +88
Telescoping boom	-14 +74
Boom extension	8'

HYDRAULIC SYSTEM

PTO and Pump with Minimum of 9GPM flow at operating speed, Maximum pressure: 2500 PSI, Tank capacity: 15 Gallons, 3/4" shut off ball valve on suction line, 100 mesh screen on suction line, 10 micron filter and diffuser in tank with easy access for maintenance, Sight gauge on reservoir tank.

Cylinders:
All lift and extension cylinders are double acting with external threaded end caps. Bore on Lift cylinders: 5" on lower, 3.5" on upper. Bore on extension cylinder: 2". Bore on leveling cylinders: 2".

ROTATION

Continuous rotation with shear ball system. Direct worm drive, 1" machined plate, Gears lock in the event of hydraulic failure, 7/8" shaft for manual rotation.

CONTROLS

Full feathering control valves at bucket and base with base overide. Single stick control at bucket. Trigger on single stick control must be engaged to operate other boom functions. Fiberglass shield surrounds the control valve at the

bucket. Boom Functions: Lower boom up/down, *Upper boom up/down, *Extend/Retract, *Rotation, Bucket leveling. (*Controlled by joystick at bucket) Engine start/stop (bucket and base), Relay panel in located in pedestal. Hydraulic bucket rotator rotates bucket 180 degrees from one side, of boom to the other. A unit power switch with indicator light, located in the cab, is provided. The vehicle must be in park and the parking brake set for boom operation. 125 volt receptacle at bucket with GFI protection including an invertor with a capacity of 2000 Watts is to be provided.

BOOM STRUCTURE

6" X 8" A500 Grade B welded steel upper and lower booms w/5" X 7" A500 Grade B welded telescoping boom. Pivot pins are equipped with replaceable non-lube brass bushings. Pins are ETD 150. Safetv harness and shock lanyard with safety anchor ring mounted on Upper boom. Upper boom angle is constant due to compensating parallelogram.

PEDESTAL

23" x 23" X 36" steel weldment with access door. Door has ventilation openings.

SWING ARM

Tubing is 2" X12". Lower valve is mounted on plate between tubes. Control Handles located below plate.

BUCKET

350# capacity in all positions. 24" X 30" X 42" Fiberglass walk through bucket w/door, Rib Style Construction. Hydraulic leveling by master slave system.

MISCELLANEOUS EQUIPMENT

12 Volt backup system with heavy duty DC pump/motor. Auxiliary 904 battery w/battery box and isolator kit. 12 Volt backup system for emergency power. Front and rear torsion bars, Full hydraulic outriggers, Hvdraulic tool circuit.

UTILITY BODY SPECIFICATIONS:

Understructure:

Front cross member: 5" 6.7 Structural Steel Channel - floor width,
Rear cross member: 5" 6.7 Structural Steel Channel. full width, 5" 6.7 Structural Steel Channel fore and aft of the wheelhouse panel

Intermediate cross member: a. (4) Front floor width 12 gauge Commercial Grade Steel Channel b. (1) Rear floor width 1 2 gauge Commercial Grade Steel Channel Center H-Frame reinforcement: (2) - 4" 5.4 Structural Steel Channel longitudinal reinforcements (1) p 5" 6.7 Structural Steel Channel transverse reinforcement~

Floor:

3/16" Safety Tread Plate Steel

Rear Deck:

3/16" Safety Tread Plate Steel - Extending 3' from rear of body to be utilized as bucket rest.

Doors:

Double panel construction A60 2-sided Galvannealed Steel, Exterior panel 20 gauge A60 2-sided Galvannealed Steel, Interior panel 20 gauge A60 2-sided Galvannealed Steel, Plated chain supports on all horizontal doors, Flange mounted automotive door seal (Adhesive not accepted)

Locks:

Flush mounted, Rotary action, Key locking: Automotive quality , double bitted lock cylinder Paddle type, free wheel in locked position for greater security (Corrosion Resistant G90 Zinc Coated Steel)

Door Hinges: (Removable)

Concealed pin hinges, 5/16" diameter Electro-Zinc steel rod, Each removable stainless steel hinge bracket includes (1) type 316J stainless steel bushing insert, Securely bolted in place.

Striker Brackets:

Adjustable

Body Sides:

14 gauge A60 2-sided Galvannealed Steel

Front Bulkhead:

14 gauge A6O 2-sided Galvannealed Steel Solidly welded in place, Die-formed reinforcing rib

Front Panels:

14 gauge AGO 2-sided Galvannealed Steel

Second Front Partitions:

16 gauge A6O 2-sided Galvannealed Steel

Third Front Partition:

16 gauge A60 2-sided Galvannealed Steel

Horizontal Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Front Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Second Rear Partition:

16 gauge A60 2-sided Galvannealed Steel

Rear Compartment Base:

14 gauge A60 2-sided Galvannealed Steel

Rear Panels:

12 gauge A60 2-sided Galvannealed Steel

Wheelhouse Panel (Flush Type):

14 gauge A60 2-sided Galvannealed Steel, 2" wide fenderette

Wheel Boxes:

12 gauge Safety Tread Plate Steel

Tailgate:

14 gauge A60 2-sided Galvannealed Steel, Tailgate Chain: 410 Chain - Cadmium Plated, Tailgate Hinge Brackets: 12-gauge A60 2-sided Galvannealed Steel

Shelving:

18 gauge G60 Minimum Spangle Galvanized Steel, Removable, lock in place, Slotted on 2 inch centers for dividers

Dividers:

18 gauge G60 Minimum Spangle Galvanized Steel

Primer:

Automotive electro-cathodic immersion prime paint

Undercoating:

Entire understructure undercoated

All Body Parts Are to be Electrically Welded Into One Integral Unit.

Compartment Configuration:

2 Full Height Vertical compartments on both sides ahead of drive axle. Horizontal compartment above drive wheels extending from rear of front vertical compartment to rear of body on left side. Single vertical door on single compartment at rear of body. (Left Side) - 2 full height vertical doors at rear of body on single compartment with horizontal compartment extending from rear of front vertical compartment to front of rear compartment. (Right Side) Total Body Height - 40" ahead of axle & 36" behind axle" - Total Body length of 11'.

CHEVY TRUCKS

The 2001 C-Series

Prepared by: SYS ADMIN
Prepared for: CITY OF FAYETTEVILLE

Prepared for:
CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

CHEVY TRUCKS

CHEVY TRUCK

Vehicle Summary

CODE	MODEL AND FACTORY OPTIONS	MSRP
C6421	2001 C6H042	31,880.00

STANDARD EQUIPMENT

Ashtray, built in to lower instrument panel.

Battery box located on right hand side under cab, has non-skid perforated top. Location allows for short starter cable as starters are R.H. engine mounted.

Circuit breakers Non-cycling remote reset, provides protection from overloads. Replaces all the fuses in the panel fuse block.

Instrument cluster is backlighted for easier reading with illuminated gauge pointers, electric speedometer (MPH & KPH), odometer (7 digit "million mile"), coolant temperature gauge, voltmeter, oil pressure gauge, fuel gauge & provisions for up to 17 telltale warning lights.

Coat hook, right hand

Interior colors, same as the exterior lower color. Instrument panel is molded plastic. Instrument cluster face, steering wheel column and controls are black.

Cab construction, robotically assembled & welded cab for improved control of dimensions. All panels, except roof, are two-sided galvanized steel to resist corrosion.

Cowl/dash, one piece dash panel welded in place & features improved sealing against water leaks. Bolted engine/transmission cover is fiberglass with acoustical & heat insulation.

Dash pad, gray padded grained instrument panel pad.

Door, frame formed from one steel piece for strength. Hinges are reinforced and welded to both door and frame. Increased door entry area for easier entry and exit.

Floor mat, vacuum-formed black, heavy duty rubber. Reinforced in heavy foot wear area.

Cab framing, reinforced floor is welded to sill sides, making a solid foundation. Rear cross sill forms rigid box section when welded to floor panel & side members.

Door glass, one piece flush glass

Glove box, color-keyed to interior trim with soft PVC material covering door. Includes built in beverage holders on back side of door.

Grille, molded plastic, dark argent (dark gray).

Cab assist entry handles. Black molded R.H. & L.H. 11" handles

Instrument panel Includes head lamp/park lamp/clearance lamp switch, instrument panel dimmer switch, slide type heater & defroster controls with fan switch.

Insulation, molded fiberglass insulation with sound barrier. Covers cab side of dash panel. Fiber insulation covering underneath floor mat. Bonded to interior trim panels, cowl kick, R.H. & L.H. rear corner panels, and upper window panels.

Door latch, squeeze type.

Lights, exterior Standard Daytime running lights with halogen head lamps. These dual 5"x 8" headlamps are mounted in a housing which is an integral part

for:
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113 W MOUNTAIN ST
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SYS ADMIN

CODE	MODEL AND FACTORY OPTIONS	MSRP

STANDARD EQUIPMENT

of the hood shroud.

Front fender mounted turn signals and side marker lamps with shock mounted bulbs.

Five roof mounted clearance lamps.

Two separate rear lamp assemblies with shock mounted bulbs serve for the following: tail lamps, stop/turn signals, back-up lights and license plate illumination.

Switching of all marker lights is via the headlamp switch for truck application or with a dash mounted switch for tractor applications.

Lighting, interior dome lamp is activated by left hand door switch or by instrument panel dimmer switch.

Door locks, slide type with keyless locking feature.

Mirrors, dual 7" x 16" with black molded heads & galvanized brackets painted black.

Molding, hidden drip molding on inside of door frame.

Cab mounts, four-point with two rear mounts located centrally to reduce torsion input from frame.

Rear window, solid modular flush design with 981 square inch glass area. Window is solid tempered safety glass.

Roof, double-wall construction

Safety belts, two lap/shoulder assemblies with retractors and one lap belt in center position with no retractor.

Shifter boot, double wall for noise suppression. Includes built- in air/electrical harness provisions.

Sunvisors, left hand and right hand vinyl covered, color-coordinated with interior trim choice.

Door trim, grained molded plastic panels, color-keyed to interior with integral vinyl covered armrests.

Power air cab ventilation Provides increased driver comfort by drawing in outside air and distributing through four air ducts within the cab.

Windshield, bonded to the frame for a water-tight seal. Windshield area is approximately 1,739 square inches.

Standard engine equipment included:

Cooler: Engine Oil, integral in block.

Cooling: 32 qt. capacity, 180 degrees F. thermostat, 9 lb. pressure cap, low coolant level light and alarm, surge tank and all-season coolant protected to -34 degrees F.

Coolant: DEX-COOL (R) Long Life.

Drain Plug: Magnetic.

Fan: 25" 7-blade steel, Eaton viscous drive.

Filter, Fuel: Primary: Spin-on type, mounted in component box. Secondary: Engine mounted spin-on type.

Filter, Oil: Single, full-flow 1.4 qt. spin-on type. Engine mounted.

Stater: Delco Remy 37 MT Series.

Air Inlet Heater: Electric 1.2 kw, located in intake manifold, electronically

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113 W MOUNTAIN ST
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Work: (501) 444-3494

CODE	MODEL AND FACTORY OPTIONS	MSRP
	STANDARD EQUIPMENT controlled. Includes indicator light. Air Cleaner Restriction Gauge: Filterminder, mounted on air cleaner. Hydraulic Electronic Unit Injection (HEUI) System, includes Electronic Control Module (ECM), Remote PTO Accessibility, Emission Control (No catalytic converter required), Programmable Features Include: Automatic Fast Idle, Manual Fast Idle/PTO Control, Engine Warning, Road Speed Limiter and Governor - 75 mph maximum: Full Range Electronically Controlled. All horsepower ratings are exhaust brake compatible. Standard sloped hood (RPO T40). Fenders cannot be replaced independently. Hood is not available with access panels BQC or stationary grill GRW. Hood has integral grille and tilts forward as one. This hood is not available with the following engines: LSZ, LQV, LQW, LRR, LR6, LQX, or LRT.	
RQ2	Truck Application.	N/C
GPG	Low Profile Chassis Modification.	N/C
JE3	ABS Hydraulic split brake system.	N/C
LQA	7.2 L Cat 3126B Diesel, 207 Gross hp.	7,076.00
K34	Electronic Speed Control.	51.00
NB5	Single horizontal exhaust system.	N/C
KUK	Fuel-water separator.	26.00
KNB	Dry type air cleaner, Donaldson brand.	N/C
KA2	Block heater, 1500 watt.	62.00
KUM	Relocate block heater plug.	36.00
TNL	Dual batteries, 1500 cold cranking amps	N/C
KW1	(SEO) 160 amp alternator.	164.00
UER	Tachometer and engine alarm.	87.00
MF1	4 speed automatic, AT545 Allison.	4,010.00
	No Clutch Available.	N/C
FL1	8,100 lb capacity front axle.	N/C
FF1	Oil lubricated front wheel hubs.	21.00
F12	7,000 lb front suspension. Tapered leaf	36.00
H08	(SEO) 15,000 lb Dana Spicer S150-S axle	16.00
GZH	12,000 lb rear suspension. Tapered leaf	N/C
GN1	Rear stabilizer bar.	174.00
G68	Rear shock absorbers, heavy duty.	N/C
G86	Automatic positive locking differential	383.00
035	Ratio: 1 speed 3.38	N/C
EG4	157" Wheelbase, 84" CA, 135" CE	147.00
FD5	80,000 psi yield strength steel frame.	153.00
	Standard bumper, painted dark argent	N/C
V76	Front tow hooks, two.	41.00
PZB	35 (U.S.) gallon L.H. step fuel tank.	N/C
NXN	15 (U.S.) Gallons Additional Fuel	36.00
T40	Sloped Hood	N/C
C60	Integral air conditioning.	663.00
UPM	Air cleaner restriction gauge.	82.00
A11	Tinted-Solar Ray glass, all windows.	31.00
U08	Dual electric horns.	21.00
DNN	Outside mirrors, dual heated.	179.00
DNF	Spot mirrors.	21.00
UM7	Delco AM-FM Stereo radio	255.00
U70	12 volt power source for CB or radio.	31.00
ANZ	Full width bench seat.	N/C

for:
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Prepared by:
SYS ADMIN

CODE	MODEL AND FACTORY OPTIONS	MSRP
	No Passenger Seat w/Full Bench Front.	N/C
N33	Tilt Steering wheel w/Intermit. wipers.	169.00
C95	(SEO) Interior roof lamp	31.00
UEK	Hazard warning switch.	46.00
ZY1	Solid color exterior paint.	N/C
12L	Upper paint color - White	N/C
12U	Upper paint color - White	N/C
82C	Cloth interior trim - Medium Dark Gray.	N/C
	Low Profile	N/C
XTN	225/70R 19.5 F (12 Ply).	(65.00)
R4L	Michelin Brand Front Tires.	N/C
R3C	PXZA	N/C
	Low Profile	N/C
YTN	225/70R 19.5 F (12 Ply).	(90.00)
S4L	Michelin Brand Rear Tires.	N/C
S3D	PXZT	N/C
	Steel Disc 8-Hole Hub Pilot Front.	N/C
Q82	19.5 x 6.75 Accuride.	6.00
	Steel Disc 8-Hole Hub Pilot Rear.	N/C
Q83	19.5 x 6.75 Accuride.	11.00
SNF	Front Spare Wheel.	118.00
ZTN	225/70R 19.5 F	142.00
	Painted disc wheels - Gray (E-Coat).	N/C
	SUBTOTAL	46,050.00
	ADJUSTMENTS	0.00
	TIRE WEIGHT TAX (TWT)	18.13
	DESTINATION CHARGE	900.00
	TOTAL PRICE ($)	**46,968.13**

FRONT GAWR:	7,000 lb
REAR GAWR:	12,000 lb
TOTAL GVWR:	19,000 lb

These prices may not reflect the ultimate vehicle cost, in view of future manufacturer rebates, allowances, incentives, etc. Prices and specifications subject to change without notice. Federal, state and local taxes extra. An asterisk [*] indicates that the options have been altered by the dealer. All sales prices established solely by dealer. The graphic printed on this report may not reflect the vehicle chosen.

Revised 09/11/2000

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CHEVY TRUCKS

CHEVY TRUCK
Window Sticker

2001 Chevy Truck C6H042
FRONT GAWR: 7,000 lb
REAR GAWR: 12,000 lb
TOTAL GVWR: 19,000 lb

CODE	MODEL AND FACTORY OPTIONS	MSRP
C6421	2001 C6H042	31,880.00
RQ2	Truck Application.	N/C
GPG	Low Profile Chassis Modification.	N/C
JE3	ABS Hydraulic split brake system.	N/C
LQA	7.2 L Cat 3126B Diesel, 207 Gross hp.	7,076.00
K34	Electronic Speed Control.	51.00
NB5	Single horizontal exhaust system.	N/C
KUK	Fuel-water separator.	26.00
KNB	Dry type air cleaner, Donaldson brand.	N/C
KA2	Block heater, 1500 watt.	62.00
KUM	Relocate block heater plug.	36.00
TNL	Dual batteries, 1500 cold cranking amps	N/C
KW1	(SEO) 160 amp alternator.	164.00
UER	Tachometer and engine alarm.	87.00
MF1	4 speed automatic, AT545 Allison.	4,010.00
	No Clutch Available.	N/C
FL1	8,100 lb capacity front axle.	N/C
FF1	Oil lubricated front wheel hubs.	21.00
F12	7,000 lb front suspension. Tapered leaf	36.00
H08	(SEO) 15,000 lb Dana Spicer S150-S axle	16.00
GZH	12,000 lb rear suspension. Tapered leaf	N/C
GN1	Rear stabilizer bar.	174.00
G68	Rear shock absorbers, heavy duty.	N/C
G86	Automatic positive locking differential	383.00
035	Ratio: 1 speed 3.38	N/C
EG4	157" Wheelbase, 84" CA, 135" CE	147.00
FD5	80,000 psi yield strength steel frame.	153.00
	Standard bumper, painted dark argent	N/C
V76	Front tow hooks, two.	41.00
PZB	35 (U.S.) gallon L.H. step fuel tank.	N/C
NXN	15 (U.S.) Gallons Additional Fuel	36.00
T40	Sloped Hood	N/C
C60	Integral air conditioning.	663.00
UPM	Air cleaner restriction gauge.	82.00
A11	Tinted-Solar Ray glass, all windows	31.00
U08	Dual electric horns.	21.00

Bid 00-66
A. 2. Page 62

d for:
: FAYETTEVILL
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

Prepared by:
SYS ADMIN

CHEVY TRUCKS

2001 Chevy Truck C6H042

FRONT GAWR:	7,000 lb
REAR GAWR:	12,000 lb
TOTAL GVWR:	19,000 lb

CODE	MODEL AND FACTORY OPTIONS	MSRP
DNN	Outside mirrors, dual heated.	179.00
DNF	Spot mirrors.	21.00
UM7	Delco AM-FM Stereo radio	255.00
U70	12 volt power source for CB or radio.	31.00
ANZ	Full width bench seat.	N/C
	No Passenger Seat w/Full Bench Front.	N/C
N33	Tilt Steering wheel w/Intermit. wipers.	169.00
C95	(SEO) Interior roof lamp	31.00
UEK	Hazard warning switch.	46.00
ZY1	Solid color exterior paint.	N/C
12L	Upper paint color - White	N/C
12U	Upper paint color - White	N/C
82C	Cloth Interior trim - Medium Dark Gray.	N/C
	Low Profile	N/C
XTN	225/70R 19.5 F (12 Ply).	(65.00)
R4L	Michelin Brand Front Tires.	N/C
R3C	PXZA	N/C
	Low Profile	N/C
YTN	225/70R 19.5 F (12 Ply).	(90.00)
S4L	Michelin Brand Rear Tires.	N/C
S3D	PXZT	N/C
	Steel Disc 8-Hole Hub Pilot Front.	N/C
Q82	19.5 x 6.75 Accuride.	6.00
	Steel Disc 8-Hole Hub Pilot Rear.	N/C
Q83	19.5 x 6.75 Accuride.	11.00
SNF	Front Spare Wheel.	118.00
ZTN	225/70R 19.5 F	142.00
	Painted disc wheels - Grey (E-Coat).	N/C

SUBTOTAL MSRP	46,050.00
ADJUSTMENTS	0.00
TIRE WEIGHT TAX (TWT)	18.13
DESTINATION CHARGE	900.00
TOTAL PRICE ($)	**46,968.13**

These prices may not reflect the ultimate vehicle cost, in view of future manufacturer rebates, allowances, incentives, etc. Prices and specifications subject to change without notice. Federal, state and local taxes extra. An asterisk [*] indicates that the options have been altered by the dealer. All sales prices established solely by dealer. The graphic printed on this report may not reflect the vehicle chosen.

Revised 09/11/2000

Prepared for:
CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

CHEVY TRUCKS

CHEVY TRUCK

Standard Equipment

CODE	MODEL TYPES
C6421	2001 C6H042

STANDARD EQUIPMENT

Ashtray, built in to lower instrument panel.
Battery box located on right hand side under cab, has non-skid perforated top. Location allows for short starter cable as starters are R.H. engine mounted.
Circuit breakers Non-cycling remote reset, provides protection from overloads. Replaces all the fuses in the panel fuse block.
Instrument cluster is backlighted for easier reading with illuminated gauge pointers, electric speedometer (MPH & KPH), odometer (7 digit "million mile"),coolant temperature gauge, voltmeter, oil pressure gauge, fuel gauge & provisions for up to 17 telltale warning lights.
Coat hook, right hand
Interior colors, same as the exterior lower color. Instrument panel is molded plastic. Instrument cluster face, steering wheel column and controls are black.
Cab construction, robotically assembled & welded cab for improved control of dimensions. All panels, except roof, are two-sided galvanized steel to resist corrosion.
Cowl/dash, one piece dash panel welded in place & features improved sealing against water leaks. Bolted engine/transmission cover is fiberglass with acoustical & heat insulation.
Dash pad, gray padded grained instrument panel pad.
Door, frame formed from one steel piece for strength. Hinges are reinforced and welded to both door and frame. Increased door entry area for easier entry and exit.
Floor mat, vacuum-formed black, heavy duty rubber. Reinforced in heavy foot wear area.
Cab framing, reinforced floor is welded to sill sides, making a solid foundation. Rear cross sill forms rigid box section when welded to floor panel & side members.
Door glass, one piece flush glass
Glove box, color-keyed to interior trim with soft PVC material covering door. Includes built in beverage holders on back side of door.
Grille, molded plastic, dark argent (dark gray).
Cab assist entry handles. Black molded R.H. & L.H. 11" handles
Instrument panel includes head lamp/park lamp/clearance lamp switch, instrument panel dimmer switch, slide type heater & defroster controls with fan switch.
Insulation, molded fiberglass insulation with sound barrier. Covers cab side of dash panel. Fiber insulation covering underneath floor mat. Bonded to interior trim panels, cowl kick, R.H. & L.H. rear corner panels, and upper window panels.
Door latch, squeeze type.
Lights, exterior Standard Daytime running lights with halogen head lamps.
These dual 5"x 8" headlamps are mounted in a housing which is an integral part of the hood shroud.
Front fender mounted turn signals and side marker lamps with shock mounted bulbs.
Five roof mounted clearance lamps.
Two separate rear lamp assemblies with shock mounted bulbs serve for the following: tail lamps, stop/turn signals, back-up lights and license plate illumination.
Switching of all marker lights is via the headlamp switch for truck application or with a dash mounted switch for tractor applications.
Lighting, Interior dome lamp is activated by left hand door switch or by instrument panel

Prepared for:
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Attn: PEGGY VICE , PURCHASING MANAGER
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Work: (501) 444-3494

Prepared by:
SYS ADMIN

CODE **STANDARD EQUIPMENT**

dimmer switch.

Door locks, slide type with keyless locking feature.

Mirrors, dual 7" x 16" with black molded heads & galvanized brackets painted black.

Molding, hidden drip molding on inside of door frame.

Cab mounts, four-point with two rear mounts located centrally to reduce torsion input from frame.

Rear window, solid modular flush design with 981 square inch glass area. Window is solid tempered safety glass.

Roof, double-wall construction

Safety belts, two lap/shoulder assemblies with retractors and one lap belt in center position with no retractor.

Shifter boot, double wall for noise suppression. Includes built- in air/electrical harness provisions.

Sunvisors, left hand and right hand vinyl covered, color-coordinated with interior trim choice.

Door trim, grained molded plastic panels, color-keyed to interior with integral vinyl covered armrests.

Power air cab ventilation Provides increased driver comfort by drawing in outside air and distributing through four air ducts within the cab.

Windshield, bonded to the frame for a water-tight seal. Windshield area is approximately 1,739 square inches.

Standard engine equipment included:

Cooler: Engine Oil, integral in block.

Cooling: 32 qt. capacity, 180 degrees F. thermostat, 9 lb. pressure cap, low coolant level light and alarm, surge tank and all-season coolant protected to -34 degrees F.

Coolant: DEX-COOL (R) Long Life.

Drain Plug: Magnetic.

Fan: 25" 7-blade steel, Eaton viscous drive.

Filter, Fuel: Primary: Spin-on type, mounted in component box. Secondary: Engine mounted spin-on type.

Filter, Oil: Single, full-flow 1.4 qt. spin-on type. Engine mounted.

Stater: Delco Remy 37 MT Series.

Air Inlet Heater: Electric 1.2 kw, located in intake manifold, electronically controlled. Includes indicator light.

Air Cleaner Restriction Gauge: Filterminder, mounted on air cleaner.

Hydraulic Electronic Unit Injection (HEUI) System, Includes Electronic Control Module (ECM), Remote PTO Accessibiility, Emission Control (No catalytic converter required), Programmable Features Include: Automatic Fast Idle, Manual Fast Idle/PTO Control, Engine Warning, Road Speed Limiter and Governor - 75 mph maximum: Full Range Electronically Controlled. All horsepower ratings are exhaust brake compatible.

Standard sloped hood (RPO T40). Fenders cannot be replaced independently. Hood is not available with access panels BQC or stationary grill GRW. Hood has integral grille and tilts forward as one. This hood is not available with the following engines: LSZ, LQV, LQW, LRR, LRS, LQX, or LRT.

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Specifications subject to change without notice. The graphic printed on this report may not reflect the vehicle chosen.

Revised 09/11/2000

CHEVY TRUCKS

CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work (501) 444-3494

Prepared by:
SYS ADMIN

CHEVY TRUCK

Warranty Information

Model: 2001 C6H042

2001 GMC AND CHEVROLET C-SERIES AND T-SERIES LIMITED WARRANTY

General Motors Corporation warrants each new C-SERIES AND T-SERIES to be free from defects in materials and workmanship under normal use and service up to the periods as specified, provided as C-SERIES AND T-SERIES *maintenance requirements found in the operator's manual are followed. All warranty periods are* calculated from the initial date in service. All coverage is 100% for parts and labor except as noted.

Basic Coverage - The Complete Vehicle, Bumper to Bumper:
2 years unlimited mileage. Except tires, Allison Transmissions, and Caterpillar diesel engines.

Drivetrain and Chassis Coverage:
Gasoline engine, drivetrain, and front axle I-Beam are covered up to 24 months/unlimited mileage.

Caterpillar Diesel Engine:
On-Highway vehicles - 3 years/150,000 miles (243,000 kilometers) or 3,600 hours.
School Buses, fire trucks, recreational vehicles or emergency vehicles - 5 year/unlimited miles.

Diesel Engine Optional Equipment:
The following components installed by GM on the Caterpillar Diesel engine are covered under the Basic 2 year/unlimited mileage warranty:
- Generator - Voltage regulator - Starting motor - Air compressor - Allison Transmission adapter
- Front engine supports - Flywheel - Alternator brackets - Fan drive system

Allison Transmissions:
AT545 - 3 years unlimited miles.
MT643D, MT643G, MT653D, MT653G, MD3060, MD3560 - 2 years unlimited, with prorated 2nd year.

Rear Axles:
Axles rated 22K & below - Standard GM warranty, 2 years unlimited miles applies.
Axles rated 23K & above - May exceed standard GM 2 years unlimited miles warranty. For 3rd year contact Dana Spicer for warrantable situations at 1-800-826 HELP as opposed to utilizing GM warranty. This number is for the additional 3rd year only.

Frame Rails and Cross Members:
Five years/unlimited miles.

Sheet Metal:
Corrosion - 2 *years/unlimited miles for body sheet metal panels.*
Rust through - 5 years/unlimited miles for any body sheet metal panel that rusts-through (an actual hole in the sheet metal)
Note: Cosmetic or surface corrosion (resulting from stone chips or scratches in the paint, for example) is not included in sheet metal coverage.

Emission Control System Warranty:

SYS ADMIN

Prepared for:
CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

Gasoline Engines - 5 years/50,000 miles
Caterpillar Diesel Engines - 5 years/ 100,000 miles or 3,000 hours

Air Conditioning:
The sealed refrigerant portion of the factory-installed air conditioning system is covered for 2 years, regardless of mileage.

Towing:
Towing is covered to the nearest C-SERIES AND T-SERIES dealership if your vehicle cannot be driven because of a warranted defect.

No Charge:
Warranty repairs, including towing, parts and labor, will be made at no charge.

To obtain repairs, take the vehicle to a C-SERIES AND T-SERIES dealership within the warranty period and request the needed repairs. A reasonable time must be allowed for necessary repairs.

This warranty is for C-SERIES AND T-SERIES trucks register in the United States and normally operated in the United States or Canada, and is provided to the original owner and any subsequent owner during the warranty period.

The warranty covers repairs to correct any vehicle defect related to material or workmanship occurring during the WARRANTY PERIOD. Needed repairs will be performed using new or remanufactured parts.

The warranty period for all coverage's begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

We urge you to follow the instructions contained in your Owner's Manual and Maintenance Schedule booklet. It is recommended that receipts covering performance of regular maintenance be retained. Damage to your vehicle caused by lack of scheduled maintenance is not covered under your warranties.

Should you encounter a concern during or after the warranty periods that is not resolved, talk to a member of dealer management. If after discussing your concern with dealer management it appears your concern cannot be resolved by the dealership without further help, contact GM Truck Consumer Relations by calling 1-800-462-8782. In Canada, contact GM of Canada Central Office in Oshawa by calling 1-800-263-3777 : English, or 1-800-263-7854 : French.

General Motors is proud to offer new vehicle buyers the response, security and convenience of a 24-hour Roadside Assistance Program. Please refer to your owner's manual for details or consult your dealer. Roadside Assistance can be reached by calling 1-800-462-8782 for GMC Medium Duty Truck owners, or 1-800-TO-CHEVY (1-800-862-4389) for Chevrolet Medium Duty Truck owners. This program is not available in Puerto Rico or the U.S. Virgin Islands.

THESE LIMITATIONS AND EXCLUSIONS ARE IMPORTANT AND MUST BE READ AND UNDERSTOOD.

General Motors does not authorize any person to create for it any other obligation or liability in connection with these vehicles. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS VEHICLE IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. GENERAL MOTORS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

Tires and Allison Transmissions:
Warranted separately. Refer to the additional warranty publications furnished with your vehicle.

Damage caused as a result of the following is not covered:

- Damage due to accidents, misuse, or alterations.
- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle.
- Misuse of vehicle such as driving over curbs, overloading, racing or other competition. (Proper vehicle use is discussed in the owner's manual.)
- Alteration or modification to the vehicle including the body, chassis or components, after final assembly by General Motors; in addition, coverage's do not apply if the odometer has been disconnected, or its reading has been altered, or mileage cannot be determined.

NOTE: This warranty is void on vehicles currently or previously titled as salvage, scrapped, junked or totaled.

Damage or corrosion due to environment, chemical treatment, or after market products:
Damage caused by airborne fallout (chemicals, tree sap, etc.), stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealant subsequent to manufacture, etc., is not covered.

Damage caused by:
Failure to follow the recommendations of the maintenance schedule intervals and failure to use or maintain fluids, fuel, oil, or lubricants recommended in the Owner's Manual is not covered.

Maintenance:
Maintenance services such as those detailed in the Owner's Manual are not covered and are the owner's expense. Maintenance is the owner's responsibility. GM recommends that you keep all receipts and make them available if questions arise about maintenance.

Extra Expenses:
Economic loss or extra expense is not covered. Examples include:

- Loss of vehicle use
- Inconvenience
- Storage
- Loss of time or pay
- Vehicle rental expense
- Lodging, meals or other travel costs

FOR MORE INFORMATION PLEASE REFER TO THE WARRANTY AND OWNER MANUAL

2001 CATERPILLAR DIESEL ENGINE WARRANTY

Your C-SERIES AND T-SERIES dealer will provide warranty service on the Caterpillar 3116 diesel engine if the dealership is certified to do so.

ENGINE USED TO POWER ON-HIGHWAY VEHICLES
Caterpillar warrants diesel engines sold by it and used to power on-highway vehicles or used to power school buses, fire trucks, recreational vehicles, or emergency vehicles operated within the area specified under "Limitations" to be free from defects in material and workmanship.

This warranty is subject to the following:
WARRANTY PERIOD
The warranty period for new engines for on-highway vehicles is 36 months or 150,000 miles (243,000 kilometers) or 3,600 operating hours, whichever occurs first after date of delivery to the first user. The warranty period for new engines for school buses, fire trucks and recreational vehicles is 60 months with unlimited miles.

Prepared for:
CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

CHEVY TRUCK
Technical Information

MODEL

Model	C6H042
Application	Truck Application
GVWR	19,000 lb

ENGINE

Order Code	LQA
Type	Diesel
Fuel displacement	7.2L
Fuel System	HEUI
Aspiration	Turbo
Oil Capacity	21.00 qt

TRANSMISSION

Order Code	MF1
Type	Automatic

GEAR RATIOS

Gear 1	3.45
Gear 2	2.25
Gear 3	1.41
Gear 4	1.00
Reverse 1	5.02
Torque	445 lb-ft

ELECTRICAL

Batteries	
Number	2
Cold Cranking Amps	1,500 @ 27°F
Reserved Capacity	362
Alternator	
Amps	160
Max Watts	1,920

FRAME

Section Modulus	12.53
RBM	1,378,300
Material	Steel
Height	9 5/8"
Frame Width	3"
Thickness	5/16"

TEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
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Prepared by:
SYS ADMIN

FRONT SUSPENSION

Rating	7,000 lb

REAR SUSPENSION

Rating	12,000 lb

FRONT AXLE

Front Axle Capacity	6,100 lb

REAR AXLE

Rear Axle Capacity	15,000 lb

TIRES

Front	
Front Tire Size	XTN 225/70R 19.5 F
Capacity	7,280 lb
Tire Rev	646
Brand	Michelin Brand Front Tires.
Tread	PXZA
Rear	
Rear Tire Size	225/70R
Capacity	13,660 lb
Tire Rev	646
Brand	Michelin Brand Rear Tires.
Tread	PXZT

WHEELS

Front	
Diameter	19.50 in
Offset	5.60 in
Bolt Holes	8
Type	Steel Disc
Rear	
Diameter	19.50 in
Offset	5.60 in
Bolt Holes	8
Type	Steel Disc

STEERING

Steering Type	Power
Steering Ratio	24:1
Diameter (Curb to Curb)	46.10 ft

BRAKES

Type	Hydraulic
Front Type	Disc
Front Rotor Diameter	14.75 in
Front Rotor Width	1.31 in
Front Total Lining Area	74.48 in²
Rear Type	Disc
Rear Diameter	14.75 in
Rear Rotor Width	1.31 in
Rear Total Lining Area	74.48 in²
Parking Brake	Transmission

Prepared for:
CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3484

P
SYS ADMIN

BRAKES

Type	Hydraulic
Front Type	Disc
Front Rotor Diameter	14.75 in
Front Rotor Width	1.31 in
Front Total Lining Area	74.48 in²
Rear Type	Disc
Rear Diameter	14.75 in
Rear Rotor Width	1.31 in
Rear Total Lining Area	74.48 in²
Parking Brake	Transmission

FUEL TANK

Number	1
Fuel Tank Capacity	... 35 gal
Location	Left Hand
Fuel Filter	Standard

Bid 00-66
A. 2. Page 72

CITY OF FAYETTEVILLE
Attn: PEGGY VICE , PURCHASING MANAGER
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701
Work: (501) 444-3494

Prepared by:
SYS ADMIN

CHEVY TRUCK

Dimensions

MODEL

Model	C6H042
Application	Truck Application
GVWR	19,000 lb

EXTERIOR DIMENSIONS

Wheelbase	157 in
Overall Length without Rear Bumper	241.75 in
Cab to Axle	84.00 in
Cab to End of Frame	135.00 in
Width	94.20 in
Front Bumper to Front Axle	34.75 in
Rear Overhang w/o Bumper	0.00 in
Ground to Top of Frame (Base Model)	31.50 in
Maximum Frame Cut-off	34 in
Bumper to Back of Cab (BBC)	107 in
Front Axle to Back of Cab	72 in
Cab Height - Top/Frame Rail to Top/Cab	56.84 in
Dual Tire Spacing	9.90 in

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Attn: PEGGY VICE , PURCHASING MANAGER
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CHEVY TRUCK

Capacities

MODEL

Model	C6H042
Application	Truck Application
GVWR	19,000 lb

WEIGHT INFORMATION

Front Axle Capacity	8,100 lb
Front Base Model Weight	4,452 lb
Front Option Weight	1,282 lb
Front Reserve Axle Capacity	2,366 lb
Rear Axle Capacity	15,000 lb
Rear Base Model Weight	2,504 lb
Rear Option Weight	91 lb
Rear Reserve Axle Capacity	12,405 lb

GROSS VEHICLE WEIGHT RATING

As Speced Shipping Weight	8,329 lb
As Speced Payload	10,671 lb

The combination of the Front and Rear Reserve Axle Capacities may be greater than the As Speced Payload weight due to the Frame, Tires, and Suspensions possibly having lower ratings than the axles.

Revised 09/11/2000

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 17, 2000

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the purchase offer of $24,776.01 for Unit # 430, 1991 Mack RD-688S Cab/Chassis w/mounted Leach 2RII Sanitation Body, Bid 00-70, Item #7, with the authorization to sell this item to RDK Truck Sales & Service, Inc., 3214 Adamo Drive, Tampa, FL, 33605.

COST TO CITY:

Cost:$ N/A Trade Allowance: N/A Net Cost:$ N/A

$	$	Gain/Loss Sale of Assets
Cost of this Request	Category/Project Budget	Category/Project Name
9700-0970-6881.02	$ N/A	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
	$ N/A	Shop Fund Revenue
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J Cramer	10-3-00		
Accounting Manager	Date	ADA Coordinator	Date
	10-3.00	Nancy Smith	10/3/00
City Attorney	Date	Internal Auditor	Date
PVice	10-3-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Acceptance of the offer to purchase Item #7 Bid 00-66 with the Authorization to transfer title in accordance with provisions of Bid.

WA Oestreich	10.2.00
Division Head	Date
Department Director	Date
John Maguire	10/4/00
Administrative Services Director	Date
Fred Hanna	10/4/00
Mayor	Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

STAFF REVIEW FORM

Description: Sale-Used Vehicles Bid 00-70

Meeting Date: October 17, 2000

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

FAYETTEVILLE

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: John Maguire, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: October 2, 2000

SUBJECT: BID AWARD RECOMMENDATION - BID #00-70

Reference the attached Agenda Request for the Award of Bid 00-70, Item #7, to the bidder offering the highest purchase price for Unit 430 - 1991 Mack RD-688-S Cab & Chassis with mounted Leach 2RII Sanitation Body.

The Bid Tabulation Sheet dated October 2, 2000, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached along with a completed copy of the successful bid. Please note that the response from this bidder follows the pattern of the other bidders and allows us to choose the most advantageous bid for the City.

This value of this item has been compared with other units on the open market with this bid being in line with other vehicles of this age, type and style.

This recommendation has been reviewed by Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for approval by the Council:

Sale of Item #7, Bid #00-70 - in the amount of $24,776.01

RDK Truck Sales & Service, Inc.
3214 Adamo Drive
Tampa, FL 33605 Attn: Kerry Keller 813.241.0711

If you have any questions or comments, please contact the Fleet Operations Division at 444.3494.

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

ITEMS FOR SALE

BID #: 00-70 **DATE ISSUED:** September 18, 2000

DATE & TIME OF OPENING: October 2, 2000 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: Not Applicable

F.O.B. Fayetteville, AR

THE FOLLOWING LISTED ITEMS HAVE BEEN DECLARED SURPLUS TO THE NEEDS OF THE CITY OF FAYETTEVILLE AND ARE TO BE DISPOSED OF IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED.

ITEM:	DESCRIPTION:	* PRICE:
1.	Unit # 137 - 1994 Ford Crown Interceptor Sedan VIN: 2FALP71W3RX132310 (108,XXX Miles)	CREDIT $________________
2.	Unit # 165 - 1991 Ford Crown Interceptor Sedan VIN: 2FACP72F7MX118563 (102,XXX Miles)	CREDIT $________________

3. Unit # 190 - 1992 Ford
Crown Interceptor Sedan
VIN: 2FACP72W6NX221295
(112,XXX Miles) CREDIT $____________________

4. Unit # 196 - 1993 Ford
Crown Interceptor Sedan
VIN: 2FACP71W6PX122786
(88,XXX Miles) CREDIT $____________________

5. Unit # 198 - 1993 Ford
Crown Interceptor Sedan
VIN: 2FACP71WXPX122788
(108,XXX Miles) CREDIT $____________________

6. Unit # 1004 - 1997 Ford
Crown Interceptor Sedan
VIN: 2FALP71W9VX126005
(95,XXX Miles) CREDIT $____________________

7. Unit # 430 - 1991 Mack RD-688S
w/Mounted Leach 2RII 30 Yd Body
VIN: 1M2P296C2MM010005
(107,XXX Miles) CREDIT $____________________

NOTE: THESE UNITS WILL BE RELEASED IN ACCORDANCE WITH THE PROVISIONS OF ITEM #8 - PAGE 4.

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 articles being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:**______________________________

***BUSINESS ADDRESS:**______________________________

***CITY:**____________________ ***STATE:**__________ ***ZIP:**__________

***PHONE:**____________________________ ***FAX:**__________________________

***AUTHORIZED SIGNATURE:**____

***TITLE:**____

SPECIAL TERMS & CONDITIONS

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. 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.

3. 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.

4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The item listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.

6. Arrangements for inspection may be made by appointment with the City of Fayetteville Fleet Operations Division, 1525 S Happy Hollow Road, Fayetteville, AR., 501.444.3495 between the hours of 9:00 A.M. and 4:00 P.M. MONDAY THROUGH FRIDAY UNTIL FRIDAY, SEPTEMBER 29, 2000.

7. Questions regarding this item may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496

8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.

   A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.

   B. Payment shall be made with certified funds within 20 days.

   C. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.

9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

FAYETTEVILLE

BIDDERS LIST
SALE ITEMS

September 15, 2000

1. CULVER TRUCK SALES
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870

2. Elliott Equipment Co.
3100 W. 76th Street
Davenport, Iowa 52806
Attn: Phil Allen
800-786-4841 FAX 319-391-8823

3. Abdul Waheed
8403 E. 98TH TERRACE
KANSAS CITY, MO 64134
816-765-0707 FAX -SAME-

4. WARFORD AUTO WRECKERS INC.
PUMP STATION ROAD
FAYETTEVILLE, AR 72701

5. DARREL MEREDITH TRUCK SALES
1749 S. SCHOOL
FAYETTEVILLE, AR 72701

6. Auto Wholesalers
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324

7. Meuser Heavy Equipment
1078 S. Hewitt Springs Road
Springdale, AR 72764
501-751-0680

8. CHICAGO MOTORS INC.
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
Attn: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532

9. GCDC, INC.
P.O.BOX 15158
FORT LAUDERDALE, FL 33318
ATTN: ALEX ZAGRUZNY
954.792.7777 FAX 954.792.7050

10. AMI AUTO BROKER
16329 CENTER POINT
GROVER, MO 63040
314-458-1380

11. ATLAS AUTO LEASING
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117

12. Davis Truck & Equipment
4282 Hwy 90 East
San Antonio, TX 78219
210.333.5570 Fax 210.333.2217

13. DIXIE SURPLUS EQUIPMENT
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312

14. WHITTLE TRUCK SALES
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410

15. CENTRAL OKLAHOMA POLICE SUPPLY
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177

16. Trucks & Parts of Tampa
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg

17. Dale Frederick
6537 Huntsville Rd.
Fayetteville, AR 72701

18. Al Coakley
2761 Boxwood
Fayetteville, AR 72703

19. Total Truck & Trailer
P.O.Box 720660
Norman, OK 73070-4500
Attn: Bob Stavinoha
800-580-3260 Fax 405-329-8588
E-Mail flowboy@ionet.net

20. Raymond E. Purser
P.O.Box 1489
Huntsville, AR 72740
501-738-6420

21. SITC Services Corp.
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372

22. Police Cars Unlimited
P.O.Box 770893
Woodside, NY 11377
Attn: Tammy

23. Reeder Simco Truck Center, Inc.
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533

24. Dickson Equipment Co., Inc.
P. O. Box 565242
Dallas, TX 75356-5242
800.634.7531 Fax 214.741.5515

25. Hancock Farms Equipment & Supply
290 East Main - Hwy 62
Farmington, AR 72730
Attn: Brad Hancock
501-267-3685

26. AG Products
2525 W. Broadway
Phoenix, AZ 85041
602-268-8707

27. Methvin Sanitation, Inc.
Rte. 1 - Box 271 D
Lead Hill, AR 72644
Attn: Mark Methvin
870.436.8095

28. Gary L. Cooper
Rte. 1 - Box 356
Prairie Grove, AR 72753
501.761.3686 501.761.3348

29. Fayetteville Tree Service
P.O. Box 376
West Fork, AR 72774
Attn: Ken Rogers
501.575.0977 501.443.5407

30. Don Lee Harding
113 Lark Lane
Farmington, AR 72730
501.267.2428

31. J. Hall Wood
919 Janelle
Fayetteville, AR 72701

32. Travis Dotson
Rt. 1 - Box 21
Wesley, AR 72773
501.456.2678

33. Bush Machinery Inc.
P.O.Box 850
Blue Springs, MO 64013
800.443.6415 FAX 816.229.9800

34. Unlimited Resources Corporation
Highway 63 South
Route 1, Box 25E
Cairo, MO 65239
800.423.9062 FAX 660.263.1185
Att: Harold Reisch

35. Lawrence Motors
P.O.Box 472
Morton Grove, IL 60053
773.693.2060 FAX 773.693.9560
Att: Lawrence Van De Walle Email: lawrencemotors@hotmail.com

36. Asia Motors, Inc.
1659 W. Grand Ave.
Chicago, IL 60622
312.733.1777 (888.741.1777) FAX 312.733.1745

37. RDK Truck Sales & Service
3214 Alamo Dr.
Tampa, FL 33605
888.735.8789 Fax 813.241.0414

38. Gunter's Services Inc.
7501 Stadium Blvd.
Kansas City MO 64129
800.697.3573 Fax 816.921.0194

39. Joe Stevens
429 Sutton
Fayetteville, AR 72702

40. Shane Hausam
15483 Riches Road WC841
Fayetteville AR 72704
501.587.1980 501.575.8390

41. Kelly Brown
5086 E. Huntsville
Fayetteville, AR 72701
501.442.3530

42. John Honeycutt
9196 Honeycutt Lane
Rogers, AR 72756
501.925.3197 Pager 501.587.2263

43. Peter Reagan
P.O.Box 1922
Fayetteville, AR 72702
501.841.0320 FAX 501.521.0205
E-Mail apfffay@aol.com

RECEIVED SEP 2 3 2000

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

ITEMS FOR SALE

BID #: 00-70 **DATE ISSUED:** September 18, 2000

DATE & TIME OF OPENING: October 2, 2000 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: Not Applicable

F.O.B. Fayetteville, AR

THE FOLLOWING LISTED ITEMS HAVE BEEN DECLARED SURPLUS TO THE NEEDS OF THE CITY OF FAYETTEVILLE AND ARE TO BE DISPOSED OF IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED.

ITEM:	DESCRIPTION:	* PRICE:
1.	Unit # 137 - 1994 Ford Crown Interceptor Sedan VIN: 2FALP71W3RX132310 (108,XXX Miles)	CREDIT $ X
2.	Unit # 165 - 1991 Ford Crown Interceptor Sedan VIN: 2FACP72F7MX118563 (102,XXX Miles)	CREDIT $ X

3. Unit # 190 - 1992 Ford
Crown Interceptor Sedan
VIN: 2FACP72W6NX221295
(112,XXX Miles)
CREDIT $ X

4. Unit # 196 - 1993 Ford
Crown Interceptor Sedan
VIN: 2FACP71W6PX122786
(88,XXX Miles)
CREDIT $ X

5. Unit # 198 - 1993 Ford
Crown Interceptor Sedan
VIN: 2FACP71WXPX122788
(108,XXX Miles)
CREDIT $ X

6. Unit # 1004 - 1997 Ford
Crown Interceptor Sedan
VIN: 2FALP71W9VX126005
(95,XXX Miles)
CREDIT $ X

7. Unit # 430 - 1991 Mack RD-688S
w/Mounted Leach 2RII 30 Yd Body
VIN: 1M2P296C2MM010005
(107,XXX Miles)
CREDIT $ 24,776.01

NOTE: THESE UNITS WILL BE RELEASED IN ACCORDANCE WITH THE PROVISIONS OF ITEM #8 - PAGE 4.

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 articles being bid on. Unsigned bids will be rejected.

***NAME OF FIRM:** RDK Truck Sales and Service, Inc.

***BUSINESS ADDRESS:** 3214 Adams Dr.

***CITY:** Tampa ***STATE:** Fl. ***ZIP:** 33605

*PHONE: 813 241-0711 *FAX: 813 241- 0414

*AUTHORIZED SIGNATURE: Karry Keller

*TITLE: Sales Manager

SPECIAL TERMS & CONDITIONS

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.

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3. 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.

4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.

5. The item listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.

6. Arrangements for inspection may be made by appointment with the City of Fayetteville Fleet Operations Division, 1525 S Happy Hollow Road, Fayetteville, AR., 501.444.3495 between the hours of 9:00 A.M. and 4:00 P.M. MONDAY THROUGH FRIDAY UNTIL FRIDAY, SEPTEMBER 29, 2000.

7. Questions regarding this item may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496

BID: #00-70
DATE: 10/02/00
TIME: 11:00 AM
CITY OF FAYETTEVILLE

DESCRIPTION: SALE SURPLUS USED VEHICLES

BIDDER	ITEM #1 unit #137	ITEM #2 unit #165	ITEM #3 unit #190	ITEM #4 unit #196	ITEM #5 unit #198	ITEM #6 unit #1004	ITEM #7 unit #430
AMI AUTO BROKER	$592.00	no bid	$1,092.00	$192.00	$792.00	$2,792.00	no bid
DARRELL MEREDITH TRK SALES	$1,882.00	$982.00	$1,082.00	$1,588.00	$488.00	$3,788.00	$3,500.00
NWA REGIONAL AIRPORT	no bid	no bid	$4,505.00	no bid	no bid	no bid	no bid
AUTO WHOLESALERS	no bid	no bid	no bid	no bid	no bid	no bid	$17,777.00
POLICE CARS UNLIMITED	$1,222.00	no bid	$444.00	$444.00	no bid	$3,666.00	no bid
TRUCK & PARTS TAMPA	no bid	no bid	no bid	no bid	no bid	no bid	$16,111.00
ELLIOTT EQUIPMENT CO	no bid	no bid	no bid	no bid	no bid	no bid	$21,600.00
RDK TRUCK SALES	no bid	no bid	no bid	no bid	no bid	no bid	$24,776.01
AG TRUCK SALES	no bid	no bid	no bid	no bid	no bid	no bid	$8,750.00
IXIE SURPLUS	$1,268.00	no bid	no bid	$1,568.00	no bid	$2,378.00	$23,678.00
ASIA MOTORS	$1,489.00	no bid	$1,189.00	$1,699.00	no bid	$4,289.00	no bid
PURSUIT UNLIMITED	$2,059.00	$481.99	$1,151.99	$1,451.99	$1,451.99	$2,699.99	no bid
ICAGO MOTORS	$1,307.00	$407.00	$1,111.00	$1,212.00	$600.00	$3,707.00	no bid

Certified by PVice
P Vice Purch Mgr

RWilliams
Witness

10/3/00
Date

STAFF REVIEW FORM

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
_____ GRANT REVIEW

For the City Council meeting of: October 17, 2000

FROM:

David Jurgens	Water/Sewer	Public Works
Name	Division	Department

ACTION REQUIRED: City Council approve the attached construction change order with Kim Construction, Inc., for Sanitary Sewer Manhole Rehabilition, Illinois Basin 6-9 and 16, and White River Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

COST TO CITY:

$ 104,503	$2,515,919	Sewer Rehabilitation
Cost of this request	Project Budget	Project Name
5400-5700-5815.00	$ 1,688,887	Sewer Mains Const
Account Number	Funds used to date	Program Name
96012-8420	$ 827,053	Water and Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XXX 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: Approve change orders as stated above.

Division Head ______ Date 29 Sept 00

Department Director ______ Date ______

Administrative Services Director ______ Date ______

Mayor ______ Date ______

Cross Reference:

New Item: Yes ~~No~~

Previous Ord/Res #: ______

Orig Contract Date: ______

DJ\REHAB-SW\BAS16301.WPD

Meeting Date: October 17, 2000

STAFF REVIEW FORM

Description: Construction contract, sewer rehabilitation, Kim Construction

Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

Reference Comments:

DJ\REHAB-SW\BAS16301.WPD

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Charlie Venable, Public Works Director

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer Jurgens

Date: September 27, 2000

Subject: Agenda Request- October 17 Council Meeting, Construction Contract Change Order, Illinois River Basin 16 and the Hyland Park Area Sewer Manhole Rehabilitation, Kim Construction, Inc

1. Reason for change order. This change order adds in manhole rehabilitation work which was intended to be included in the original contract but was inadvertently left out due to a clerical error. RJN Group (the Engineer) discovered the error, and recommends the work be included as a change order to the existing contract for this area. The work needs badly to be done, and adding it as a change order saves the City the expense of an additional. Also, we have very good prices on the existing contract, and should take advantage of them. Our prices on a project of the scale of the change order would be much higher than our current prices.

2. Project Background. The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the sewer system and thus eliminate the overflow at the Old Wire Road lift station. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The area in the change order are tributary by gravity to the Old Wire lift station, and are located including the hill behind Root School (Illinois River Basin 16), shown on the attached map. Under very heavy rains, we experience recurring overflows at five manholes and one pump station in this area.

3. Scope of Change Order. This change order balances work performed to date and adds the work which was excluded from the original contract. It consists of changes to the unit quantities, and does not add any additional unit price items. Detailed changes are itemized in Attachment A to the Change Order.

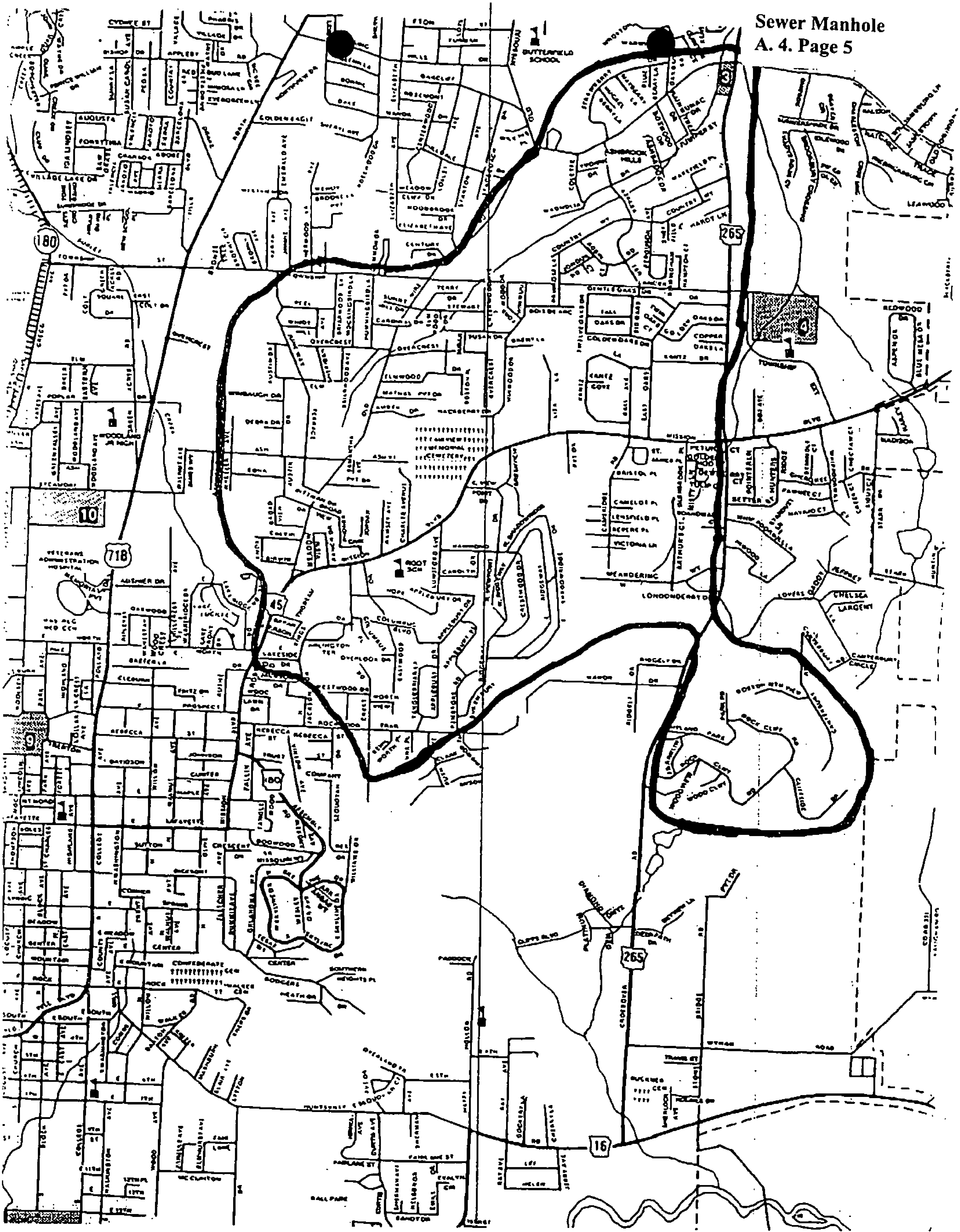
Original Contract	$ 937,705.00
Change Order	104,503.00
Original Approved Contingency	46,885.00

4. Budgeting. The sewer rehabilitation project is in the 2000 Capital Improvements Plan (page 153) and is funded by Water and Sewer funds. Budget details are identified on the attached agenda request.

5. Staff Recommendation. The Staff recommends approval of the change order to the construction contract with Kim Construction, Inc., in the amount of $104,503, and reduce the contingency from $46,885.00 to $15,000.

Enclosures:
Project Area Map
Proposed Change Order (3 originals)

Sewer Manhole
A. 4. Page 5



CHANGE ORDER

SHEET 1 OF 3
CHANGE ORDER NO. 1

OWNER: City of Fayetteville, AR
PROJECT NAME: Sanitary Sewer Improvements
Illinois River Watershed Basins 6, 7, 8, 9, 16 and
White River Watershed Mini System 9A
Sanitary Sewer Manhole Rehabilitation

LOCATION: Fayetteville, Arkansas
CONTRACTOR: Kim Construction Co.
PROJECT NO. 18-1552-00
DATE: September 25, 2000

I. DESCRIPTION OF CHANGES INVOLVED:

The following changes are hereby made to the Contract Bid Quantities:

SEE ATTACHMENT A

TOTAL INCREASE TO CONTRACT THIS CHANGE ORDER: +$104,503.00

II. CHANGE ORDER CONDITIONS:

1. Any additional work to be performed under this Change Order shall be carried out in compliance with the Specifications of the Original Contract, with the Supplemental Contract Drawings designated as n/a, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications, General Specifications, and Project Specifications for the same type of work.

2. This Change Order unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly with those pertaining to performance and operation of equipment.

3. The Contractor expressly agrees that he will place under coverage of his Performance, Labor and Material, and Maintenance Bonds, and Contractor's Insurance all Work covered by this Change Order. The Contractor will furnish to the Owner evidence of increased coverage of his Performance, Labor and Material, and Maintenance Bonds for the accrued value of all Change Orders which exceeds the Original Contract Price by twenty percent (20%).

ATTACHMENT A

CHANGE ORDER NO. 1

CITY OF FAYETTEVILLE, ARKANSAS
SANITARY SEWER MANHOLE REHABILITATION
MANHOLE REHABILITATION - BASIN I6, I7, I8, I9, I16, AND W9A

ITEM	ORIG. QUANTITY	QUANTITY USED TO DATE	CHANGE ORDER QUANTITY	REVISED QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE ($)	ORIG. ESTIMATED CONTRACT COST	ORIG. CONTRACT COST TO DATE	REVISED CHANGE ORDER COST	DIFFERENCE
						MANHOLE REHABILITATION					
1	699	520	136	656	EA	Replace Manhole Frame & Cover (Mater. Only)	150.00	$104,850.00	$78,000.00	$98,400.00	($6,450.00)
2	145	135	65	200	EA	Paved Frame & Grade Adj Sealing	650.00	$94,250.00	$87,750.00	$130,000.00	$35,750.00
3	599	602	74	676	EA	NonPaved Frame & Grade Adj Sealing	500.00	$299,500.00	$301,000.00	$338,000.00	$38,500.00
4	750	88	135	223	VF	Concrete Manhole Grade Adjustments (Mater. Only)	1.00	$750.00	$88.00	$223.00	($527.00)
5	10	45	4	49	EA	Replace Manhole Flattop	500.00	$5,000.00	$22,500.00	$24,500.00	$19,500.00
6	150	93	14	107	VF	Pressure Grout Manhole	65.00	$9,750.00	$6,045.00	$6,955.00	($2,795.00)
7	295	317	17	334	EA	Interior Manhole Coating	540.00	$159,300.00	$171,180.00	$180,360.00	$21,060.00
~~8~~	~~37~~	~~12~~	~~0~~	~~12~~	~~EA~~	~~Interior Manhole Coating with Epoxy Based Material~~	1,200.00	$44,400.00	$14,400.00	$14,400.00	($30,000.00)
9	320	380	57	437	EA	Pressure Grout Pipe Seals & Lower 18" of Manhole	235.00	$75,200.00	$89,300.00	$102,695.00	$27,495.00
10	21	20	4	24	EA	48" Diameter Standard Sanitary Manhole 4'-6' Deep	3,000.00	$63,000.00	$60,000.00	$72,000.00	$9,000.00
11	14	14	6	20	VF	48" Diameter Standard Sanitary Manhole Additional Depth	300.00	$4,200.00	$4,200.00	$6,000.00	$1,800.00
12	6	5	0	5	EA	Shallow Manhole Replacement <4' Deep	2,500.00	$15,000.00	$12,500.00	$12,500.00	($2,500.00)
13	24	15	0	15	VF	Partial Manhole Replacement	400.00	$9,600.00	$6,000.00	$6,000.00	($3,600.00)
14	30	24	1	25	EA	Replace Manhole Bench & Trough	400.00	$12,000.00	$9,600.00	$10,000.00	($2,000.00)
15	240	240	50	290	LF	Trench Safety System	10.00	$2,400.00	$2,400.00	$2,900.00	$500.00
16	1	1	0	1.	LS	Video Documentation	1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00
17	8	8	0	8	EA	Install Bolts for Bolt Down Covers (Per EA Cover)	10.00	$80.00	$80.00	$80.00	$0.00
18	4	0	0	0	CY	Trench Foundation Material	50.00	$200.00	$0.00	$0.00	($200.00)
19	375	375	68	443	EA	Furnish & Install Watertight Insert	40.00	$15,000.00	$15,000.00	$17,720.00	$2,720.00
20	100	80	2	82	LF	Add Pipe 6" to 15" Comp/ Paved & NonPaved	200.00	$20,000.00	$16,000.00	$16,400.00	($3,600.00)
21	11	9	0	9	EA	Backfill Density Testing	75.00	$825.00	$675.00	$675.00	($150.00)
22	6	6	0	6	CY	Rock Excavation	150.00	$900.00	$900.00	$900.00	$0.00
						TOTALS		$937,705.00	$899,118.00	$1,042,208.00	$104,503.00

$104,503.00 CONTRACT INCREASE

III. ADJUSTMENTS IN CONTRACT TIME

1. Final Completion Date including this Change Order No. 1 . . January 15, 2001

IV. ADJUSTMENTS IN AMOUNT OF CONTRACT:

1. Amount of Original Contract	$ 937,705.00
2. (Addition) ~~(Reduction)~~ to Contract due to this Change Order	$ 104,503.00
3. Amount of Contract including this Change Order	$ 1,042,208.00

RECOMMENDED FOR ACCEPTANCE: ______________________ (9/25/2000)
(For RJN Group, Inc.) Date

ACCEPTED: CONTRACTOR: ______________________

By: ______________________ (__________)
Signature of Authorized Representative Date

OWNER: ______________________

By: ______________________ (__________)
Signature of Authorized Representative Date

STAFF REVIEW FORM

XX AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of OCTOBER 17, 2000

FROM:

DON BAILEY	PERSONNEL	ADMIN. SERVICES
Name	Division	Department

ACTION REQUIRED:

RENEWAL OF BCBS MEDICAL CONTRACT FOR POLICY YEAR 1-1-2001 THROUGH 12-31-2001

COST TO CITY:

$ 1,754,000	$ 1,757,395	HEALTH INSURANCE
Cost of this Request	Category/Project Budget	Category/Project Name
VARIOUS	$ 0	
Account Number	Funds Used To Date	Program Name
	$ 1,757,395	
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:

Don Bailey 9-29-00
Division Head Date

Department Director Date

John Maguire 9/29/00
Administrative Services Director Date

Fred Hanna 10/2/00
Mayor Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: ____

Orig Contract Date: ____

Orig Contract Number: ____

:\DATA\BLANKFOR\AGENDA.BLK

BCBS Policy
A. 5. Page 2

TEV[illegible]LLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Fred Hanna and the Fayetteville City Council

FROM: John Maguire, Administrative Services Director J Maguire
Don Bailey, Personnel Director DB

DATE: September 28, 2000

SUBJECT: Employee Group Health Contract Renewal

The contract renewal date for the City's Blue Cross Blue Shield group health and endorsed dental plans is January 1, 2001. Our current group contract was adopted by the Council 01-01-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 01-01-2001 renewal is the third of the four one-year options for renewal.

The City's group medical plan has incurred unfavorable loss ratios in four of the past five years. Again, for the year 2001 premium rates have increased due to our loss ratio and medical care cost escalation. Drug costs which now represent 20.9% of premium are the principle factor driving costs. There is no indication cost escalation will abate. The current annual medical and drug cost trend is 8.63% and 27% respectively.

Group medical coverage is highly valued by virtually all City employees. As such, in the past we have been very reluctant to adjust benefits to offset costs. We again face this dilemma and recognize we cannot afford to maintain the current schedule of benefits. If we make no change, net of any adjustments, medical calls for a 12.7% increase and drugs 55% for a combined rate increase of 20.8%. Based on the current participant count, a 20.8% increase equals $422,000 annually.

Two changes to the benefit schedule can be made which will reduce the aggregate premium increase to 13.5%.

(1) Increase the deductible amount from $100 to $200
(2) Change the drug card from $3-$10 to a three-tier $7-$15-$25 co-pay.

We believe these to be reasonable, responsible changes which do not alter the policy's healthcare provisions nor do they adversely affect our competitive position in the labor market. This action will result in a reduction of the premium increase to $252,000. Long term this action can perhaps forestall an even larger underwriting increase in the year 2002 in view of the current medical and drug cost trends.

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

The Council has always acted very favorably toward paying premium cost increases without requiring additional employee premium contributions. A review of the past five years of increases in City contributions follows:

05-31-96	10%
01-01-97	17.6%
01-01-98	12.7%
01-01-99	10.2%
01-01-00	No Increase Required

The total premium cost to the City from 01-01-96 through the year 2000 will have increased from approximately $756,000 to $1,607,000 annually. It is therefore reasonable that employees also now increase their share of the premium as shown on the attached premium schedule.

The one very positive aspect of the program was establishing the dual choice option on May 1, 1999 which introduced the Preferred Provider Organization (PPO). Thirty-one percent of group participants are currently enrolled in this option. On a stand alone basis the loss ratio of this option is a very low 45%. It is our intent to encourage additional employees to elect the PPO during the annual open enrollment in November. Because of the loss record, and our desire to provide an economic incentive to elect the PPO option, we do not propose to raise the employee-paid portion of the PPO premium. The city-paid portion of the premium of both individual and family rates will be adjusted to cover the required increase. An identical amount of increase will be added to the City paid portion of the Comprehensive Major Medical (CMM) option participants. This satisfies the commitment made last year to employees that the City would fund equal amounts to both options and any savings would accrue to PPO participants.

Dental rates, paid fully by employees, are unchanged for 2001.

An attachment to this memo lists the current premium structure and the proposed 2001 premium structure. The increased premium to be paid by the City in 2001, with the additional employee contributions, is $90,000. The projected total City paid premium cost for 2001, based on current enrollment, will be $1,754,000.

BCBS Policy
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Arkansas
BlueCross BlueShield

Barbara C. Lovin, CHE
Group Marketing Representative
237 Millsap Road – Suite #1
Fayetteville, Arkansas 72703
Phone: (501) 527-2317
FAX: (501) 527-2323

September 28, 2000

Mr. Don Bailey
Personnel Director
City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701-6069

RE: City of Fayetteville & Fayetteville Public Library
Comprehensive Major Medical #090041 & #090042
Preferred Provider Organization #024813 & #024814

Dear Mr. Bailey:

Arkansas Blue Cross and Blue Shield is pleased to offer the following rates for the City of Fayetteville & Fayetteville Public Library for the policy period 01/01/01 – 12/31/01:

	Employee	Family
CMM	$197.16	$477.13
PPO	$159.84	$382.60
Dental	$14.26	$49.97

The above rates assume the policyholder will adopt the following changes in benefits effective 01/01/01:

- $200 Individual Deductible/$400 Family Deductible
- $7/$15/$25 Prescription Drug Card

Arkansas Blue Cross and Blue Shield welcomes the opportunity to continue to administer the health and dental benefits on behalf of the City of Fayetteville and Fayetteville Public Library. It has been a pleasure serving the employees and families of both these organizations.

Respectfully,

Barbara Lovin

Barbara Lovin
Group Marketing Representative

Cc: Beff Kent
Mel Blackwood
Anne Fullerton

PREMIUM SCHEDULE
YEAR 200 RATES WITH $100 DEDUCTIBLE, 3/10 DRUG CARD
YEAR 2001 RATES WITH $200 DEDUCTIBLE, 7/15/25 DRUG CARD

	YEAR 2000 EMPLOYEE ONLY	YEAR 2001 EMPLOYEE ONLY	INCREASE	YEAR 2000 FAMILY	YEAR 2001 FAMILY	INCREASE
CMM						
EMPLOYEE PAID**	$25.32	$51.58	$26.26	$149.24	$194.30	$45.06
EMPLOYER PAID	$159.26	$159.84	$0.58	$312.96	$332.80	$19.84
TOAL PREMIUM	$184.58	$211.42		$462.20	$527.10	
PPO						
EMPLOYEE PAID**	$14.26	$14.26	$0.00	$99.76	$99.76	$0.00
EMPLOYER PAID	$149.88	$159.84	$9.96	$312.97	$332.81	$19.84
TOTAL PREMIUM	$164.14	$174.10		$412.73	$432.57	

**INCLUDES DENTAL PREMIUM

SINGLE	$14.26
FAMILY	$49.97

FACTORS AFFECTING RENEWAL RATING ACTION

- Drug cost as a percentage of total healthcare cost for the City of Fayetteville/Fayetteville Public Library has out paced the Arkansas Blue Cross and Blue Shield experience for the periods in review.

- The per member per month (PMPM) percentage change in medical costs for the City of Fayetteville/Fayetteville Public Library continued to out pace the Arkansas Blue Cross and Blue Shield experience for the periods in review.

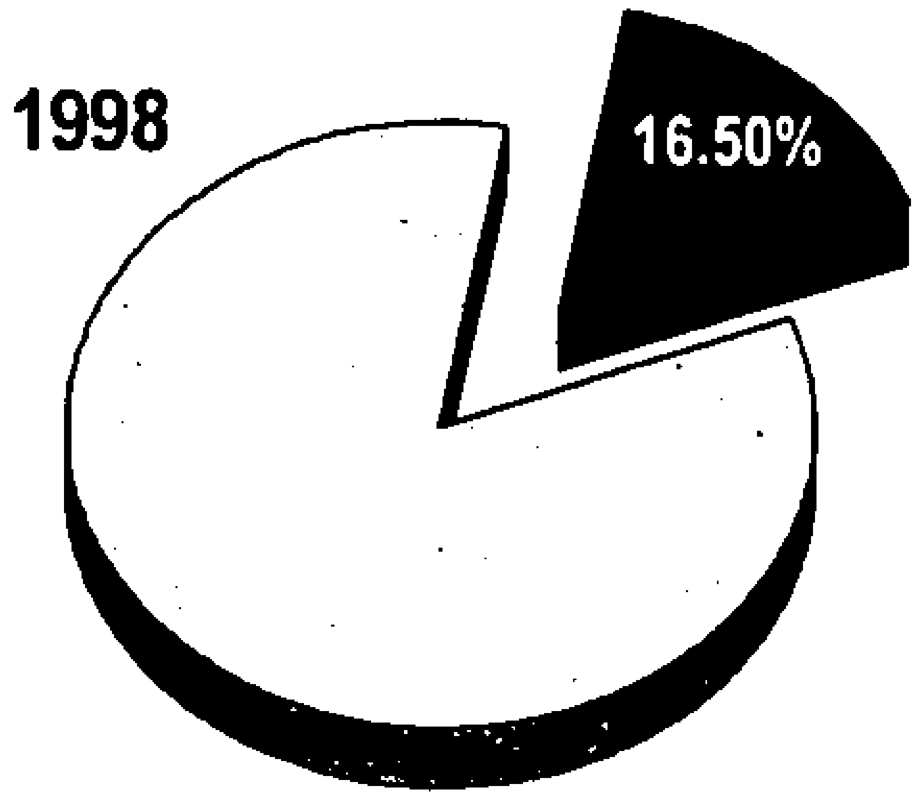
- On the January 1, 2000 renewal, the city did not receive a rate increase due to the decision to offer the PPO Option. We expected roughly 70% of the cites employees to participate in the PPO. The discounts from the PPO were projected to more than offset the projected rate increase needed January 1, 2000 to meet our target loss ratio of 85%. As a result of lower than expected participation in the PPO Product we were not able to reach our target loss ratio for the current contract year.

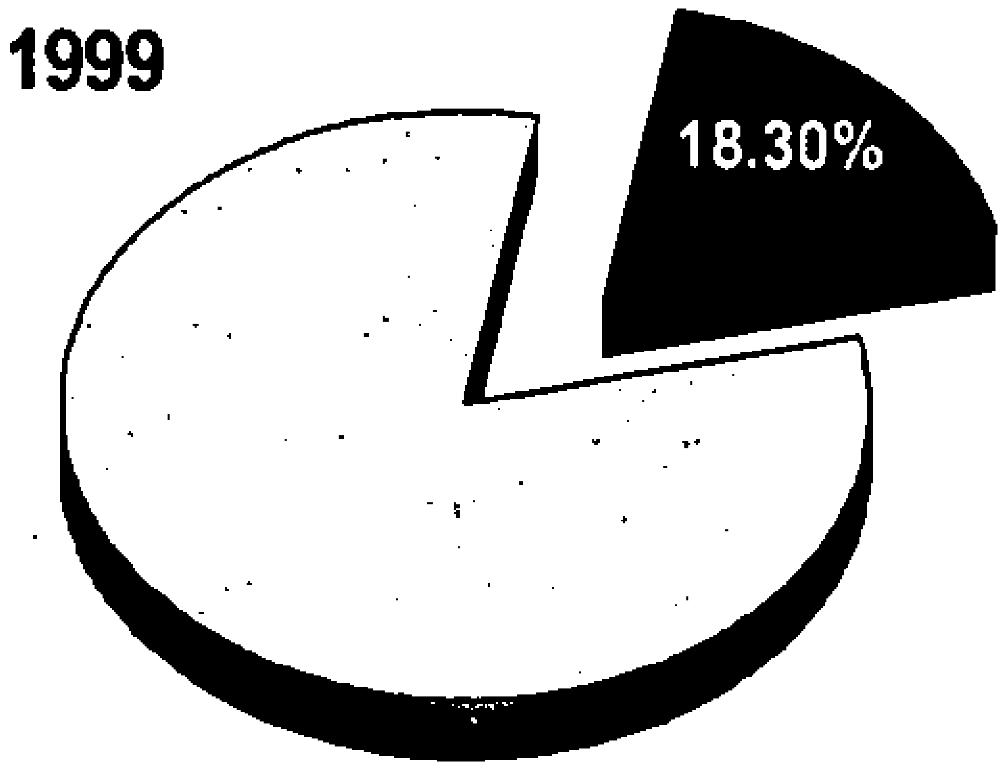
- As a result of the decision by the city to offer the PPO Option we have seen a reduction in paid claims for the most recent 12 months compared to the two prior years. If the city had not offered the PPO Option last year we would have incorporated a rate increase January 1, 2000 and would likely have needed a larger increase January 1, 2001 based on claims experience.

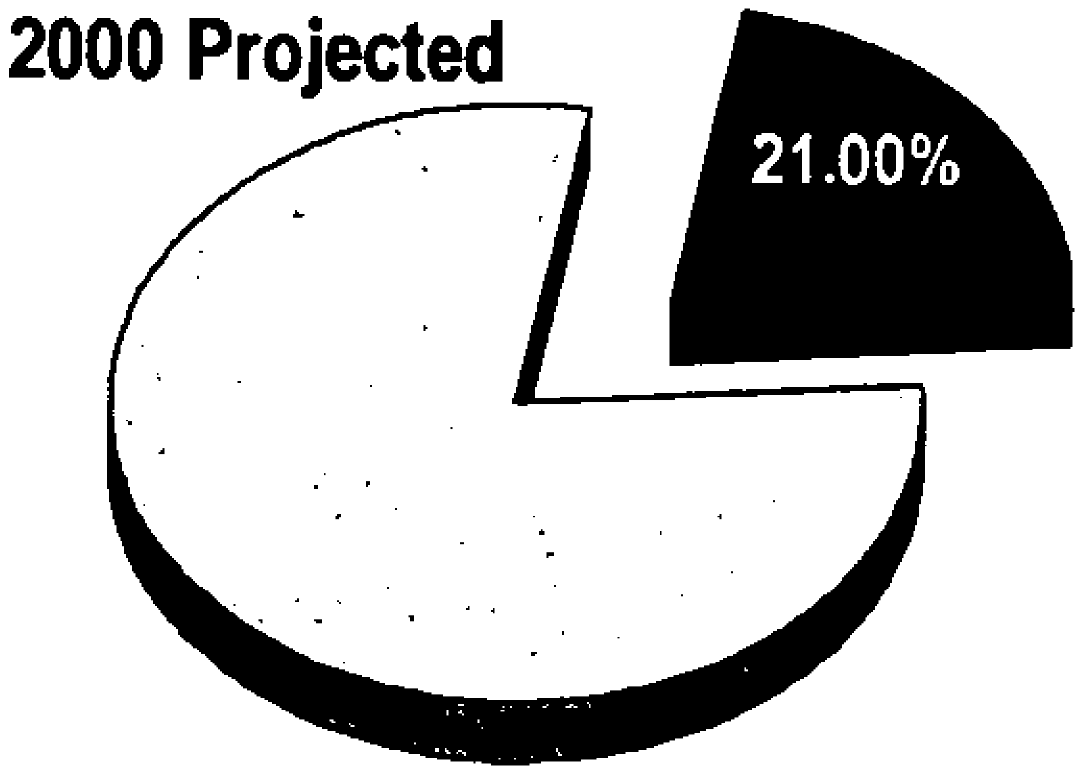
- Based on the most recent rating period (7/1/1997 - 6/30/2000) the city experienced a loss ratio of 90.3% compared to the target loss ratio of 85%. The higher than expected claims (5%) coupled with the combined medical and prescription trends (13%) is driving the overall increase of 20.2%.

*Annual RX Costs**

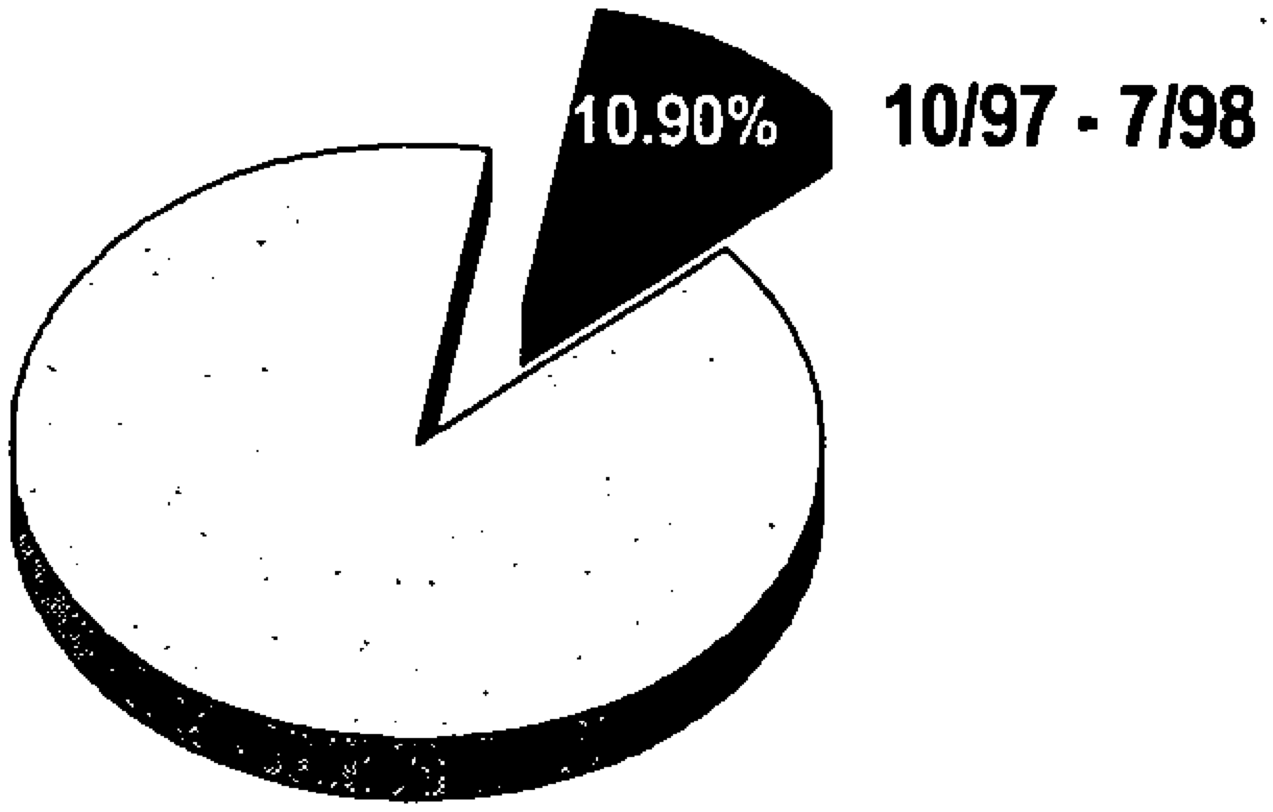
ABCBS

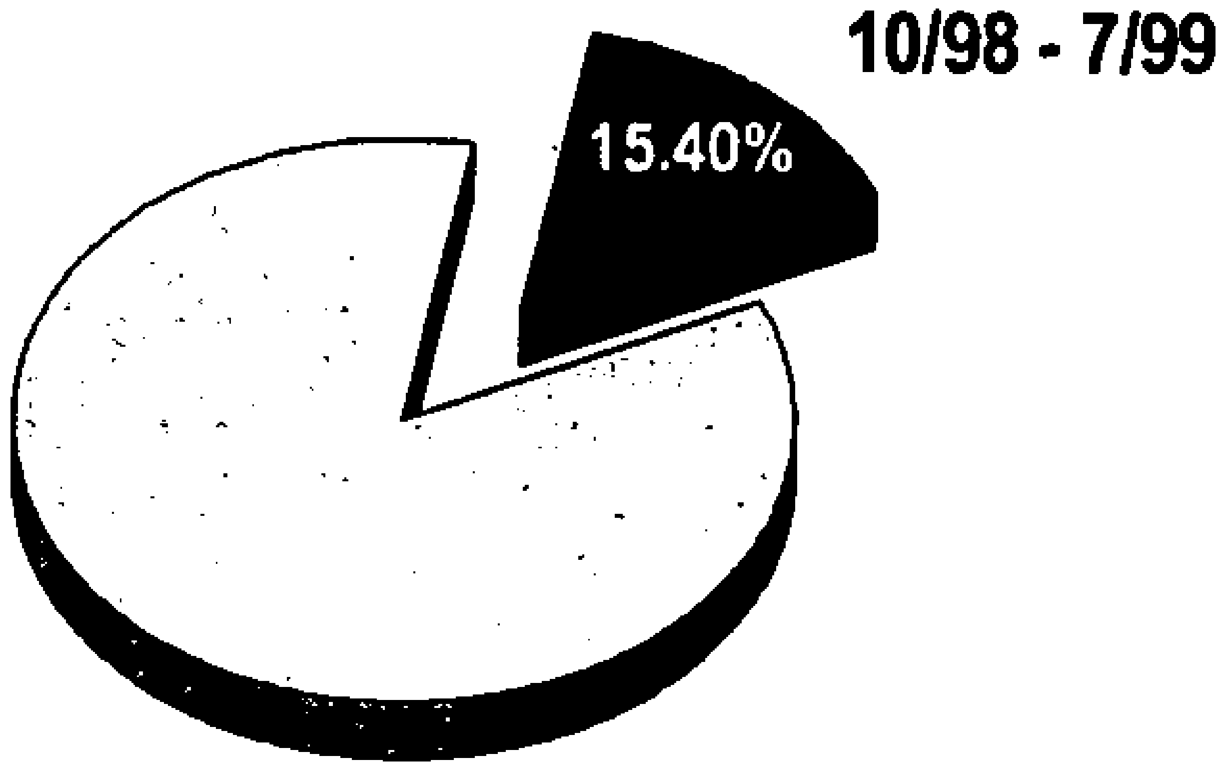


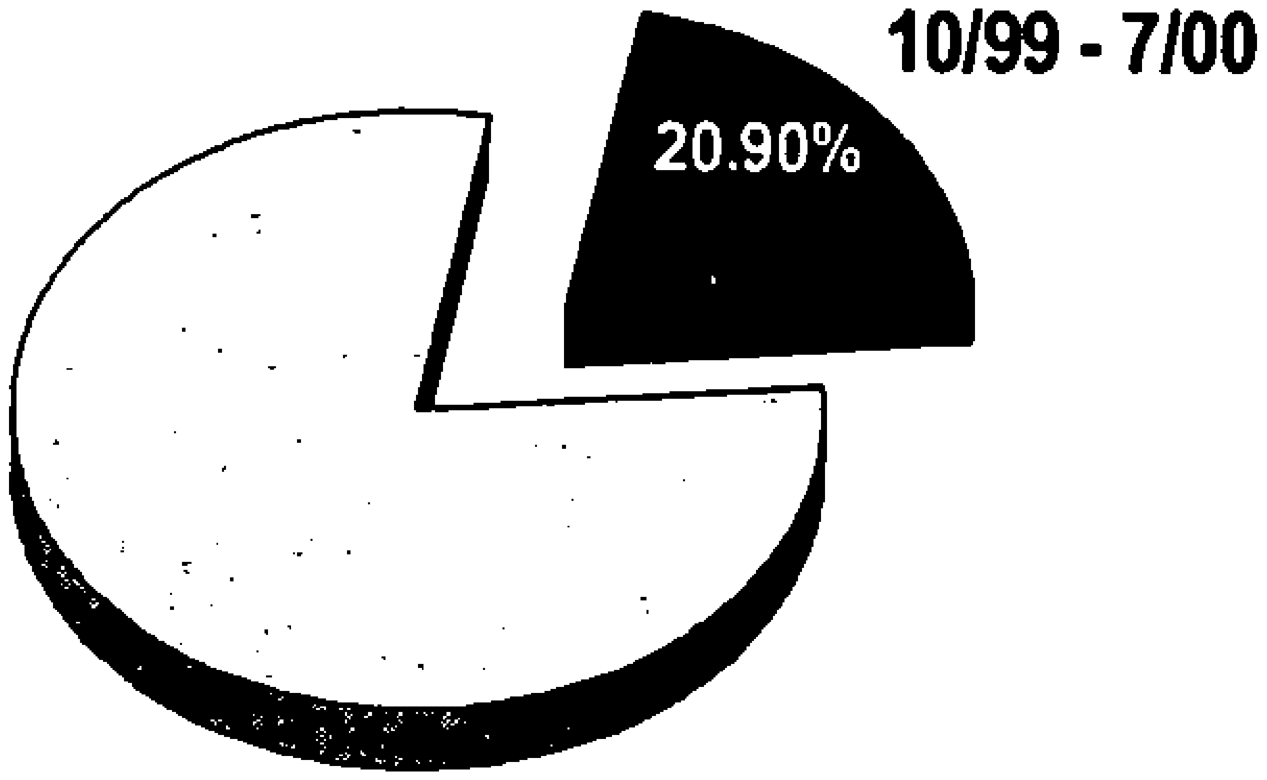




City of Fayetteville & Library

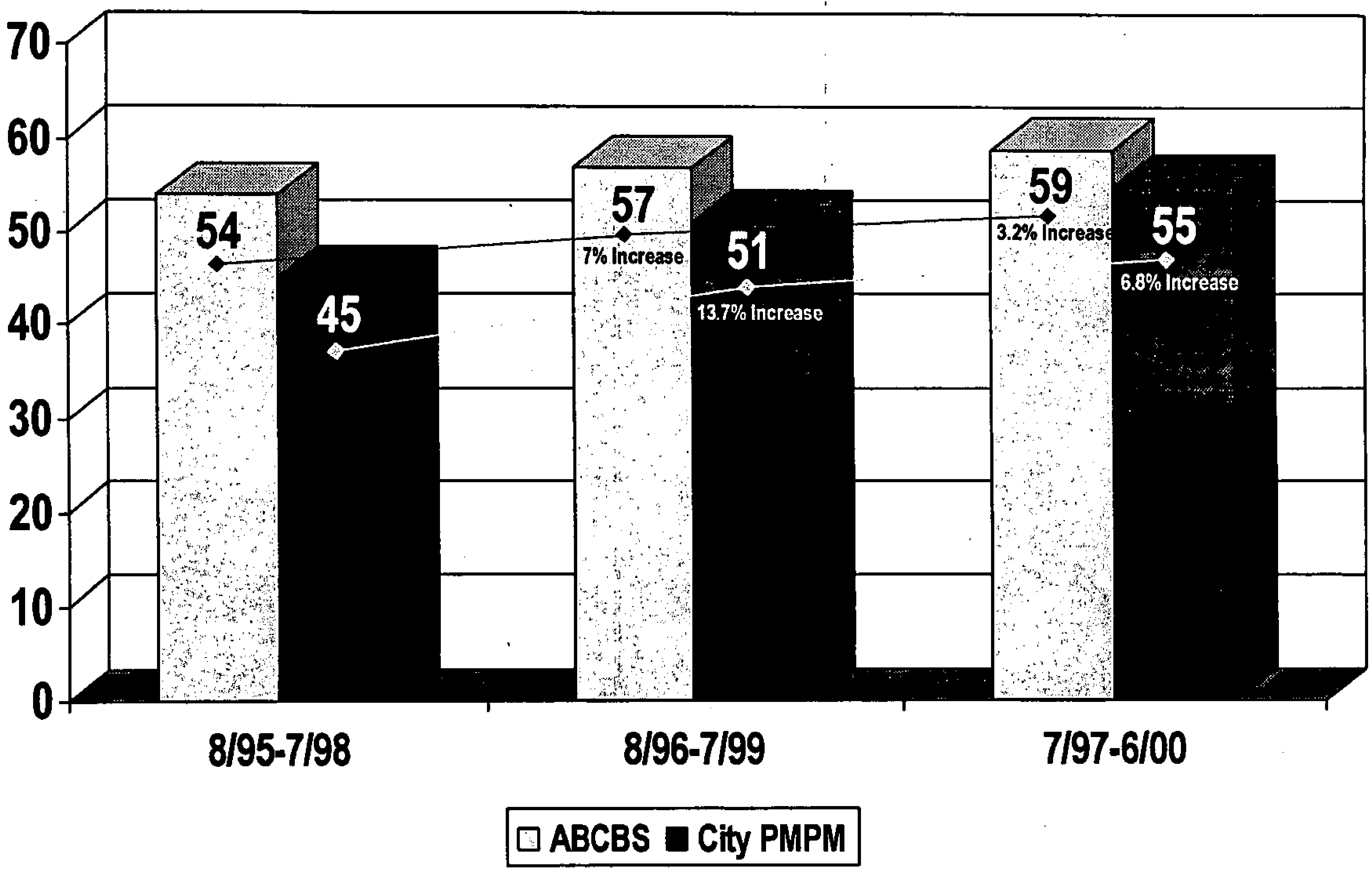






***Based on paid dates; Drug cost as a percentage of total healthcare cost for the City of Fayetteville/ Fayetteville Public Library has out paced the ABCBS experience for the periods in review.**

City of Fayetteville
Renewal Period Utilization*



*Per member per month (PMPM) percent change in medical costs for the City of Fayetteville/ Fayetteville Public Library continues to outpace the Arkansas Blue Cross and Blue Shield experience for the periods in review.

CITY OF FAYETTEVILLE
FAYETTEVILLE PUBLIC LIBRARY

COMPREHENSIVE MAJOR MEDICAL (CMM) VERSUS PREFERRED PROVIDER ORGANIZATION (PPO)
COMPARISON OF DIFFERENCES BETWEEN PLANS

CURRENT PLAN DESIGN

	Comprehensive Major Medical CMM	Preferred Provider Organization PPO	
		IN-NETWORK	OUT-OF-NETWORK
Definition of CMM and PPO	CMM (The Blue Book) is a network of doctors and hospitals that have agreed to the following: • Accept Blue Cross fee schedule • File claims	PPO (PPO directory) is a network of doctors and hospitals that have agreed to the following: • Charge discounted fees to PPO members. These are fees discounted from the CMM fee schedule. • File claims	
Network	• Network has all hospitals in the state of Arkansas and 93% of physicians (Northwest Medical Center/Springdale Hospital participates). • Open network. If members use a Blue Book provider, they have protection against balance billing.	• Network has 90 hospitals and approximately 4,195 physicians. Nationwide – Blue Cross and Blue Shield networks are available to 95% of United Sates population in all 50 states. All hospitals in Northwest Arkansas are in-network except for Northwest Medical Center and Bates. • Because of the cost-savings associated with the provider discounts, members are encouraged to utilize the PPO network for services. When members use the PPO network, they receive a richer benefit and protection against balance billing.	
Payment Percentage	•Payment percentage at 80% of the Blue Cross fee schedule regardless of where you go.	• Payment percentage at 80% in-network and 60% out-of-network. For accidents and life threatening medical emergencies, seek treatment at nearest facility, charges will be paid as in-network, 80%.	
Calendar Year Deductible	$100/2 deductibles per family	$100 individual $200 family aggregate deductible After 1 family member meets the deductible, the remaining family members can combine eligible charges to meet the second	
Out-of-pocket maximum	$1,000 plus deductible per family member Covered expenses paid at 100% of allowance thereafter for the remainder of the calendar year.	$1,000 plus deductible per individual $2,000 family aggregate (plus ded.) After 1 family member meets the out of pocket, the remaining family members can combine eligible charges to meet the out of pocket. Covered expenses paid at 100% of allowance thereafter for the remainder of the calendar year.	$4,000 plus deductible per individual $8,000 family aggregate (plus ded.) After 1 family member meets the out of pocket, the remaining family membe can combine eligible charges to me the out of pocket. Covered expens paid at 100% of allowance thereaft for the remainder of the calendar year
Accidents	$0 with no deductible up to $500, then 20% subject to deductible	Initial care - 20% with no deductible Follow up (In-network 20%, Out-of-network 40%)	
All Other Benefits	*All benefits including dental, prescription drug card, wellness services, etc., are the same under the Comprehensive Major Medic (CMM) and the Preferred Provider Organization (PPO) plans.*		

CITY OF FAYETTEVILLE
FAYETTEVILLE PUBLIC LIBRARY

COMPREHENSIVE MAJOR MEDICAL (CMM) VERSUS PREFERRED PROVIDER ORGANIZATION (PPO) COMPARISON OF DIFFERENCES BETWEEN PLANS

2001 PROPOSED CHANGES

	Comprehensive Major Medical CMM	Preferred Provider Organization PPO	
		IN-NETWORK	OUT-OF-NETWORK
Definition of CMM and PPO	CMM (The Blue Book) is a network of doctors and hospitals that have agreed to the following: • Accept Blue Cross fee schedule • File claims	PPO (PPO directory) is a network of doctors and hospitals that have agreed to the following: • Charge discounted fees to PPO members. These are fees discounted from the CMM fee schedule. • File claims	
Network	• Network has all hospitals in the state of Arkansas and 93% of physicians (Northwest Medical Center/Springdale Hospital participates). • Open network. If members use a Blue Book provider, they have protection against balance billing.	• Network has 90 hospitals and approximately 4,195 physicians. Nationwide – Blue Cross and Blue Shield networks are available to 95% of United Sates population in all 50 states. All hospitals in Northwest Arkansas are in-network except for Northwest Medical Center and Bates. • Because of the cost-savings associated with the provider discounts, members are encouraged to utilize the PPO network for services. When members use the PPO network, they receive a richer benefit and protection against balance billing.	
Payment Percentage	•Payment percentage at 80% of the Blue Cross fee schedule regardless of where you go.	• Payment percentage at 80% in-network and 60% out-of-network. For accidents and life threatening medical emergencies, seek treatment at nearest facility, charges will be paid as in-network, 80%.	
Calendar Year Deductible	$200/2 deductibles per family	$200 individual $400 family aggregate deductible After 1 family member meets the deductible, the remaining family members can combine eligible charges to meet the second	
Out-of-pocket maximum	$1,000 plus deductible per family member Covered expenses paid at 100% of allowance thereafter for the remainder of the calendar year.	$1,000 plus deductible per individual $2,000 family aggregate (plus ded.) After 1 family member meets the out of pocket, the remaining family members can combine eligible charges to meet the out of pocket. Covered expenses paid at 100% of allowance thereafter for the remainder of the calendar year.	$4,000 plus deductible per individual $8,000 family aggregate (plus ded.) After 1 family member meets the out of pocket, the remaining family members can combine eligible charges to meet the out of pocket. Covered expenses paid at 100% of allowance thereafter for the remainder of the calendar year.
Accidents	$0 with no deductible up to $500, then 20% subject to deductible	Initial care - 20% with no deductible Follow up (In-network 20%, Out-of-network 40%)	
All Other Benefits	*All benefits including dental, prescription drug card, wellness services, etc., are the same under the Comprehensive Major Medical (CMM) and the Preferred Provider Organization (PPO) plans.*		

Arkansas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

THREE –TIER CO-PAY PRESCRIPTION DRUG BENEFIT PLAN

Advantages of the Three-Tier Copay Plan:

The Three-Tier Co-pay Plan works to lower prescription drug costs by using the co-payment structure to steer patients to utilize preferred drugs. The Arkansas Blue Cross Enterprise Pharmacy and Therapeutics Committee has approved the Preferred Drug List based upon defined criteria of safety, efficacy, uniqueness and cost.

Benefit Structure:

Co-payments:	$7/$15/$25 $7 per prescription for Generic Drugs $15 per prescription for Preferred Name Brand Drugs $25 per prescription for Non-Preferred Name Brand Drugs
Days Supply:	34-Day supply on all new or refill medications for a single copayment 100-day supply for refill Maintenance List medications. A co-pay will be charged for each 34-day supply.
Limitations:	See Policy for benefit coverage. Compounds not covered
Generic Incentive:	If a member selects a Name Brand drug and a Generic is available, the member pays the appropriate Name Brand copay ($20 or $30) plus the difference in price between the Generic and the Name Brand dispensed. Members may receive a Name Brand Drug at the appropriate Name Brand Co-pay when a Generic is available if the physician indicates DAW – 1 on the prescription.
Lockouts:	The following name brand medications are not available at either co-pay level: Sporanox Prinivil Viagra

2001 Budget Line Items - Health Insurance

Account #	Base	Account Name	Actual 1999	Budgeted 2000	Estimated 2000	Budgeted 2001
1010-0150-5108-00	5108-00	Insurance - Health	7,522	7,578	7,578	7,578
1010-0210-5108-00	5108-00	Insurance - Health	8,870	9,422	9,422	9,422
1010-0310-5108-00	5108-00	Insurance - Health	14,237	17,000	17,000	17,000
1010-0350-5108-00	5108-00	Insurance - Health	7,777	7,578	7,578	9,423
1010-0400-5108-00	5108-00	Insurance - Health	3,504	3,756	3,756	3,756
1010-0500-5108-00	5108-00	Insurance - Health		5,667	7,511	7,511
1010-0600-5108-00	5108-00	Insurance - Health	5,105	7,644	7,644	9,489
1010-1100-5108-00	5108-00	Insurance - Health	3,795	3,756	3,756	3,756
1010-1210-5108-00	5108-00	Insurance - Health	8,870	9,422	9,422	9,422
1010-1310-5108-00	5108-00	Insurance - Health	22,372	26,489	27,874	28,333
1010-1330-5108-00	5108-00	Insurance - Health	9,964	11,267	11,267	11,267
1010-1350-5108-00	5108-00	Insurance - Health	13,366	16,144	30,196	37,889
1010-1360-5108-00	5108-00	Insurance - Health	1,863	1,911	2,451	3,756
1010-1380-5108-00	5108-00	Insurance - Health		3,756	5,030	5,667
1010-1410-5108-00	5108-00	Insurance - Health	19,694	24,544	24,544	28,266
1010-1420-5108-00	5108-00	Insurance - Health	10,900	9,489	9,489	9,556
1010-1510-5108-00	5108-00	Insurance - Health	10,149	11,333	13,178	13,178
1010-1610-5108-00	5108-00	Insurance - Health	5,367	5,667	5,667	5,667
1010-1710-5108-00	5108-00	Insurance - Health	21,803	24,511	27,540	33,800
1010-2010-5108-00	5108-00	Insurance - Health	9,478	9,522	13,211	13,211
1010-2020-5108-00	5108-00	Insurance - Health	1,863	1,911	1,911	1,911
1010-2030-5108-00	5108-00	Insurance - Health	8,982	9,456	9,456	9,456
1010-2600-5108-00	5108-00	Insurance - Health	34,483	45,600	47,576	49,289
1010-2710-5108-00	5108-00	Insurance - Health	6,347	6,689	6,848	6,689
1010-2720-5108-00	5108-00	Insurance - Health	21,749	27,411	28,910	22,418
1010-2730-5108-00	5108-00	Insurance - Health				7,511
1010-2900-5108-00	5108-00	Insurance - Health	75,082	72,673	72,293	74,517
1010-2940-5108-00	5108-00	Insurance - Health	221,094	277,446	270,768	296,118
1010-3010-5108-00	5108-00	Insurance - Health	10,511	11,267	11,267	11,267
1010-3020-5108-00	5108-00	Insurance - Health	240,663	261,809	261,809	256,176
1010-3030-5108-00	5108-00	Insurance - Health	3,504	3,756	3,756	3,756
1010-5200-5108-00	5108-00	Insurance - Health	10,268	3,407	3,407	3,407
1010-5210-5108-00	5108-00	Insurance - Health	354			

2001 Budget Line Items - Health Insurance

Account #	Base	Account Name	Actual 1999	Budgeted 2000	Estimated 2000	Budgeted 2001
1010-5220-5108-00	5108-00	Insurance - Health	9,517	7,398	7,398	6,431
1010-5260-5108-00	5108-00	Insurance - Health	19,584	26,095	26,095	23,563
1010-5300-5108-00	5108-00	Insurance - Health	4,410	5,496	5,496	5,496
1010-5310-5108-00	5108-00	Insurance - Health	4,236	5,667	5,667	5,667
1010-5320-5108-00	5108-00	Insurance - Health	12,983	13,178	15,022	15,022
1010-5450-5108-00	5108-00	Insurance - Health	12,186	13,244	11,862	11,800
1010-6200-5108-00	5108-00	Insurance - Health	8,870	9,422	8,162	7,578
1010-6220-5108-00	5108-00	Insurance - Health	28,132	39,601	37,689	41,444
1010-6230-5108-00	5108-00	Insurance - Health	5,367	9,422	5,667	5,667
1010-6240-5108-00	5108-00	Insurance - Health	13,496	13,178	13,770	15,022
1010-6300-5108-00	5108-00	Insurance - Health	23,678	25,533	21,837	24,511
1010-6400-5108-00	5108-00	Insurance - Health	25,466	30,245	28,241	28,400
2100-4100-5108-00	5108-00	Insurance - Health	12,374	13,978	13,978	13,178
2100-4110-5108-00	5108-00	Insurance - Health	4,832	11,333	11,333	11,333
2100-4120-5108-00	5108-00	Insurance - Health	36,336	35,911	35,911	43,422
2100-4130-5108-00	5108-00	Insurance - Health	11,484	13,311	13,311	15,156
2100-5530-5108-00	5108-00	Insurance - Health	11,820	17,000	16,170	18,844
2180-4930-5108-00	5108-00	Insurance - Health	1,242	3,756	2,053	3,400
2180-4940-5108-00	5108-00	Insurance - Health	5,367	5,667	4,570	3,416
2180-4960-5108-00	5108-00	Insurance - Health	4,523	5,838	5,838	5,838
2250-9250-5108-00	5108-00	Insurance - Health	15,068	27,984	27,984	30,977
2930-2960-5108-00	5108-00	Insurance - Health	10,305	12,393	10,549	10,549
5400-1820-5108-00	5108-00	Insurance - Health	54,351	61,411	40,430	41,444
5400-1830-5108-00	5108-00	Insurance - Health	15,580	18,844	15,156	15,156
5400-4000-5108-00	5108-00	Insurance - Health	28,474	33,934	33,900	32,022
5400-4310-5108-00	5108-00	Insurance - Health	34,185	38,240	38,662	41,995
5400-4330-5108-00	5108-00	Insurance - Health	7,007	7,511	7,511	7,511
5400-4410-5108-00	5108-00	Insurance - Health	43,129	53,262	51,290	49,506
5400-5620-5108-00	5108-00	Insurance - Health		8,704	8,956	10,364
5500-5000-5108-00	5108-00	Insurance - Health	7,820	20,689	15,863	18,844
5500-5010-5108-00	5108-00	Insurance - Health	23,654	30,111	28,266	28,266
5500-5020-5108-00	5108-00	Insurance - Health	26,530	39,666	33,879	37,822
5500-5060-5108-00	5108-00	Insurance - Health	27,069	37,689	38,561	47,377

2001 Budget Line Items - Health Insurance

Account #	Base	Account Name	Actual 1999	Budgeted 2000	Estimated 2000	Budgeted 2001
5500-5070-5108-00	5108-00	Insurance - Health	8,472	11,333	11,613	13,178
5550-3940-5108-00	5108-00	Insurance - Health	12,792	9,560	9,560	10,564
5550-3950-5108-00	5108-00	Insurance - Health	5,984	5,596	5,596	4,592
9700-1910-5108-00	5108-00	Insurance - Health	33,802	43,422	40,781	41,578
			1,429,661	1,703,503	1,670,742	1,757,395

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF **October 17, 2000**

FROM:

Scott Huddleston	**Information Technology**	**Administrative Services**
Name	Division	Department

ACTION REQUESTED:

Approve 3 Year Standard Software Maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign agreement..

COST TO THE CITY:

$ 46,410	**$ 97,000**	Maintenance
Cost of this request	Category/Project Budget	Category/Project Name
1010-1710-5416 00	**$ 37,471**	
Account Number	Funds used to date	Program Name
	$ 59,529	**General**
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

10-5-00	
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:________

Marilyn J Cramer	10-5-00	Nancy Smith	10/5/00
Accounting Manager	Date	Internal Auditor	Date
	10-6-00		
City Attorney	Date	ADA Coordinator	Date
	10-5-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approve 3 Year Standard Software Maintenance contract to New World System, Inc. and authorize the Mayor and City Clerk to sign agreement..

	10-4-2000	Cross Reference
Division Head	Date	
		New Item Yes No
Department Director	Date	
John Maguire	10/5/00	Prev Ord/Res #: ________
Administrative Services Director	Date	
Fred Hanna	10/6/00	Orig Contract Date:________
Mayor	Date	

THE CITY OF FAYETTEVILLE, ARKANSAS

October 2, 2000

TO: Mayor Hanna

THRU: John Maguire, Administrative Services Director JM

FROM: Scott Huddleston. Information Technology Manager

SUBJECT: AGENDA ITEM TO RENEW STANDARD SOFTWARE MAINTENANCE AGREEMENT CONTRACT WITH NEW WORLD SYSTEMS, INC.

Staff recommends renewal of Standard Software Maintenance Agreement(SSMA) contracts with New World s, Inc.

New World Systems maintains a very active development group. Due to their efforts, the software licensed from New World Systems 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.

113 WEST MOUNTAIN 72701 501 521-7700

EXHIBIT C

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (**New World**) and City of Fayetteville, AR (Customer) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 01/01/00 to (end date) 12/31/02.

2. Services Included

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below);
(c) Revisions to Licensed Documentation;
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA as they are installed at **Customer's** location. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

CONFIDENTIAL

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS) using Exhibit B Support Services.

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;

(b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and

(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Non-funding Clause

In the event Customer does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the Customer shall have given New World ninety (90) days written notice from the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to New World are fully paid, and further provided that New World's obligations and services under this SSMA shall also be terminated. Without Customer's fulfillment of the above provisions, Customer's obligation to pay New World the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

8. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400 Model 2043

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

Application Package	Number of Modules
1. *Themis*® - Municipal Court Management Software	8
2. *Themis*® - Optional Municipal Court Management Software	2

(See Attached List for Details)

TOTAL LIST COST: $69.000

**ANNUAL
MAINTENANCE COST: see below**

Period Covered	Annual Amount	Billing Date
01/01/00 to 12/31/00	$8,970	01/01/00
01/01/01 to 12/31/01	$9,660	01/01/01
01/01/02 to 12/31/02	$10,350	01/01/02

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE THRITY (30) DAYS FROM RECEIPT OF INVOICE.

CONFIDENTIAL

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by City of Fayetteville, AR **(Customer)** on July 8, 1991

ACCEPTED BY:	**ACCEPTED BY:**
Customer: **City of Fayetteville, AR**	**New World Systems Corporation**
Name: ____________________	Name: Larry D. Leinweber
Title: ____________________	Title: President
Date: ____________________	Date: 10-03-2000

CONFIDENTIAL

CITY OF FAYETTEVILLE, AR

Licensed Application Software
January, 2000

1. *Themis*® - Court Management Software (Base Package) (Multi-Jurisdictional)
    - Case Management and Tracking Module
    - Court Scheduling Module
    - Bond Disbursement and Tracking Module
    - Reveneue Accounting Module
    - Wants/Warrants Tracking Module
    - Public Information Management Module
    - Integrated Word Processing (AS/400 OfficeVision)
2. *Themis*® - Optional Court Management Software
    - Traffic Court Module
    - Criminal Court Module
    - Civil Court Module

CONFIDENTIAL

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF **October 17, 2000**

FROM:

Scott Huddleston	**Information Technology**	**Administrative Services**
Name	Division	Department

ACTION REQUESTED:
Approve contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorize the Mayor and City Clerk to sign agreement.

COST TO THE CITY:

$ 26,400	$ 31,247	NWS Supplemental Software
Cost of this request	Category/Project Budget	Category/Project Name
4470-9470-5315.00	$ 3,113	
Account Number	Funds used to date	Program Name
98102-1	$ 28,134	**Sales Tax Capital Imp.**
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ___

Marilyn J Cramer 10-5-00
Accounting Manager Date

Nancy Smith 10/5/00
Internal Auditor Date

10-6-00
City Attorney Date

ADA Coordinator Date

P Vice 10-5-00
Purchasing Officer Date

STAFF RECOMMENDATION:
Approve contract to New World System, Inc., and authorize Mayor and City Clerk to sign agreement.

S Huddleston 10-2-2000
Division Head Date

Cross Reference

Department Director Date

New Item Yes No

John Maguire 10/5/00
Administrative Services Director Date

Prev Ord/Res #: ___

Fred Hanna 10/6/00
Mayor Date

Orig Contract Date: ___

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 2, 2000

TO: Mayor Hanna

THRU: John Maguire, Administrative Services Director JM

FROM: Scott Huddleston. Information Technology Manager SH

SUBJECT: AGENDA ITEM TO AWARD CONTRACT TO NEW WORLD SYSTEMS, INC FOR MUNICIPAL COURT INSTALLATION.

The Municipal Court and Police Department are currently on separate non-compatible platforms which require double entry to maintain both systems. The City has the Municipal Court modules that integrate with the New World Systems Inc. Public Safety software running on the Police Department's system . This contract will provide the hours from New World Systems necessary for the Municipal Court system installation, setup, migration of data from the existing court system, and training for court system users..

Staff recommends approve contract with New World Systems, Inc.- for Municipal Court System software project management, installation, and training.

New World Systems™
The Public Sector Software Company

July 14, 2000

ADDITIONAL SERVICES AGREEMENT

Mr. Scott Huddleston
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Huddleston:

New World Systems is pleased to provide additional services for Courts Project Management, Installation and Training.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

Sincerely,

NEW WORLD SYSTEMS CORPORATION

AGREED AND ACCEPTED:

NEW WORLD SYSTEMS CORPORATION	**CITY OF FAYETTEVILLE, AR**
By: Larry D. Leinweber	**By:**
Title: President	**Title:**
Date: 07-14-2000	**Date:**

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Support Hours Recommended

Allocating adequate support service resources for Courts Project Management, installation and training is estimated at 240 hours. **Actual usage may be higher or lower based on Customer's requirements and use of these support services.**

The installation and training support services are typically performed at **Customer**'s premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at the **New World's** national headquarters.) **New World** reserves the right to make cost adjustments for support trips canceled by **Customer** less than ten (10) business days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

2. Support Service Fees Estimate

The minimum hours cited above and any additional support services provided by **New World** after execution of this Agreement will be provided at the rate of $110.00 per hour.

Based on the hours listed above, the support service cost is estimated at $26,400. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip, and actual employee travel time up to but not exceeding four (4) hours per **Customer** visit.)

3. Additional Services Available

Other **New World** services may be required or requested for the following:

(a) File conversion assistance;
(b) Consulting with **New World** technical staff;
(c) Modifying the Licensed Standard Software;
(d) Designing and programming Custom Software;
(e) Maintaining modified Licensed Standard Software and/or Custom Software;
(f) **New World** Consultation with other vendors or third parties; and/or
(g) Software testing; and/or
(h) Assistance as Customer is going "live".

Customer may request these additional services in writing using **New World**'s Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

4. Payments for Services and Travel Costs

All hours for services and travel costs will be billed weekly for the previous calendar week. **Payments are due within thirty (30) days from receipt of invoice.**

[M:\2000RFP\ARKANSAS\FAYETTEVILLE\3CNTADD services 240 hrs.doc]

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF **October 17, 2000**

FROM:

Scott Huddleston	**Information Technology**	**Administrative Services**
Name	Division	Department

ACTION REQUESTED:

Approve attached Budget Adjustment, and Award Bid# 00-69 to Total Data Services, Inc for an IBM AS/400 model 720 and to Info Works, Inc for an IBM AS/400 model 270..

COST TO THE CITY:

$ 202,040.43	$ 65,0000	AS/400 System Upgrade .
Cost of this request	Category/Project Budget	Category/Project Name
4470-9470-5801 00	$ 0.00	
Account Number	Funds used to date	Program Name
99010-1	$ 65,000	**Sales Tax Capital Imp.**
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

____ Budgeted Item   X Budget Adjustment Attached

Budget Coordinator   Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ____

Marilyn J Cramer	10-5-00	Nancy Smith	10/5/00
Accounting Manager	Date	Internal Auditor	Date
	10-5-00		
City Attorney	Date	ADA Coordinator	Date
	10-5-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Award Bid 00-69 and approve attached Budget Adjustment

	10-4-2000	Cross Reference
Division Head	Date	
Department Director	Date	New Item Yes No
John Maguire	10/5/00	
Administrative Services Director	Date	Prev Ord/Res #: ____
Fred Hanna	10/5/00	
Mayor	Date	Orig Contract Date: ____

TEVI[illegible]LE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 2, 2000

TO: Mayor Hanna

THRU: John Maguire, Administrative Services Director

FROM: Scott Huddleston. Information Technology Manager SH

SUBJECT: AGENDA ITEM FOR APPROVAL OF PURCHASE OF IBM AS/400 COMPUTER SYSTEMS UPGRADES.

Staff recommends the purchase of an IBM AS/400 Model 720 from Total Data Services, Inc. for $125,103.43 to replace the current AS/400 located at City Hall, and the purchase of an IBM AS/400 Model 270 from Info Works, Inc. for $76,937 to replace the current AS/400 located at the Fayetteville Police Department.

The City currently utilizes two IBM AS/400 midrange computer systems for its primary business applications. One system, located at City Hall, primarily runs New World Systems, Inc. Finance and Accounting software. This software includes applications for General Ledger transactions, Budget, Accounts Receivable, Accounts Payable, Inventory, Project Accounting, Purchasing, Utility Billing, Vehicle Maintenance, Payroll, Human Resources, Inventory, Animal Licensing, and Parking Enforcement. The City Hall system and application software were originally purchased in 1991. The processor and operating system were upgraded in 1995 and additional disk drives were added in 1996. Thoughout this time period, several upgrades to the application software were also implemented. Each software upgrade, while increasing functionality and utility, increased demand on the system's resources. This increased demand along with the increased number of transactions being processed and stored on the system, have caused this system to reach ninety plus percent of its capacity. Additionally, the operating system for this AS/400 is no longer supported by IBM as of March 2000, and will not be supported by New World Systems software after January of 2001.

The City's second AS/400 system, located at the Fayetteville Police Department, runs New World Systems, Inc. Public Safety software, which currently includes Police Records, Computer Aided Dispatch, Property Evidence, and interfaces to mobile computers in the police vehicles. This system is also reaching ninety percent capacity. Additional capacity is needed to bring the Fayetteville Municipal Court on-line and to integrate their court records system with the Fayetteville Police Department's record system. Currently the Court and Police Department are on separate non-compatible platforms. The integration would allow the court personnel to enter court related data, query booking records, etc. as needed and utilize pass-thru capabilities to City Hall records. Preliminary review of upcoming Public Safety software upgrades indicate that these upgrades will require more disk space and processing power than is available on the current system.

In conclusion, both of the City's AS/400 systems have reached their capacity and are in need of upgrade. The City Hall AS/400 currently has disk drives and controllers, tape drives, and communication cards that have been basically running non-stop for almost ten years. Its current operating system was installed six years ago and is no longer supported. The Police Department AS/400, through heavy utilization, has no more capacity for software upgrades or new software additions. These system upgrades will update and replace hardware and operating systems software expanding capacity and providing capacity for future growth.

Attached are the Agenda Request, a budget adjustment, and a summary of the bid responses.

Bid 00-69
A. 8. Page 4

Hall AS/40 System Upgrade
00-69

			Total Data, Inc	Info Works, Inc	REAL	Huber & Assoc
6-720	AS/400e Server	1	$ 17,250.00	$ 17,020.00	$ 17,940.00	$ 19,090.00
8	7208 Ultra SCSI Attachment	1				
24	9348-002 Lcl Src Stnd Alone	1				
44	Device Parity Protection (RAID)	1				
03	Side by Side Install	1				
48	PCI Cable - V.24/EIA232 20-Ft	8	750.00	740.00	780.00	830.00
67	Operations Console PCI Cable	1	93.75	93.00	97.50	130.75
381	Remote Control Panel Cable	1	93.75	93.00	97.50	103.75
501	Interactive Card (70 CPW)	1	21,000.00	20,720.00	21,840.00	23,240.00
062	Model 720 Processor (256MB)	1	13,125.00	12,950.00	13,650.00	14,525.00
729	PCI External Tape Controller	2	1,950.00	1,924.00	2,028.00	2,158.00
745	PCI Two-Line WAN IOA	4	1,275.00	1,258.00	1,326.00	1,411.00
746	PCI Twinax Workstation IOA	1	562.50	555.00	585.00	622.50
2748	PCI Raid Disk Unit Controller	1	4,500.00	4,440.00	4,680.00	4,980.00
2824	PCI LAN/WAN/Workstation IOP	2	2,700.00	2,664.00	2,808.00	2,988.00
2924	English	1				
3004	256MB Main Storage	4	7,680.00	7,578.00	7,987.20	8,499.20
5027	Software Version V4R5	1				
5153	Redundant Power Supplies	1	3,000.00	2,960.00	3,120.00	3,320.00
5514	Alt IPL Specify for 8MM	1				
6817	8.58GB 10k rpm Disk Unit (S/	7	10,500.00	10,360.00	10,920.00	11,620.00
7128	DASD Expansion Unit	1	637.50	629.00	663.00	705.50
8817	Opt Base 8.58GB 10k rpm Disk(S/	1	712.50	703.00	741.00	788.50
9082	14 Foot Line Cord Specify	1				
9330	PCI Integrated Expansion Unit	1				
9364	System Unit Expansion	1				
9738	PCI Base 100/10Mbps Ethernet IO	1				
9745	Base PCI Two-Line WAN IOA	1				
			85,830.00	84,687.00	89,263.20	95,012.20
7852-40Z	External V.34 (AS/400 TSP Model	1	414.75	420.00	409.50	435.75
			414.75	420.00	409.50	435.75
7208-342	20GB 8MM Cartridge Tape	1	5,135.00	5,070.00	5,070.00	5,395.00
7019	5-8mm AME Data Cartrdge Media K	2	796.32	786.00	786.24	836.64
9212	12 Meter SCSI Cable	1				
9300	Publication Language - English/	1				
9800	9ft.(2.7M) 125V, 15A US/Canada	1				
			5,931.32	5,856.00	5,856.24	6,231.64
Total Hardware			$ 92,176.07 ============	$ 90,963.00 ============	$ 95,528.94 ============	$ 101,679.59 ============
Software						
5716-DCT	Lnguage Dictionaries	1				
0772	Basic OTC Upg P20	1				
9001	Asset Registration	1				
5769-PT1	Performance Tools/400 V4	1				
0817	Upg P20 BOTC Perf Tools (From V	1	260.70	251.00	257.40	273.90
0877	Upg P20 BOTC PT/400 Mgr (From V	1	430.55	414.00	425.10	452.35
9001	Basic Asset Registration	1				
5769-PW1	ADTS	1				
0912	Upg P20 ADTS 5763PW1,5716PW1	1	3,100.75	2,983.00	3,061.50	3,257.75
9001	Basic Asset Registration	1				
5769-QU1	Query	1				
0123	Basic OTC P20 UPG (5716/5763-QU	1	758.40	730.00	748.80	796.80
9001	Asset Registration	1				
5769-RG1	ILE RPG for AS/400	1				
1002	Upg P20 BOTC ILE RPG (From V3)	1	2,844.00	2,736.00	2,808.00	2,988.00
9001	Basic Asset Registration	1				
5769-XW1	Client Access Windows Family	1				
1731	Upg P20 BOTC CA WINDOWS (From X	1	4,345.00	4,180.00	4,290.00	4,565.00
9001	Asset Registration	1				

573
22
57
0
1

Police Department AS/400 Upgrade
Bid 00-69

			Total Data	Inforworks	REAL	Huber & Assoc	Integrated Tech. Inc.
9406-270	AS400e Server	1	$ 2,960.00	$ 2,960.00	$ 3,120.00	$ 3,320.00	
0008	7208 Ultra SCSI Attachment	1					
0041	Device Parity Protection-All	1					
0205	RISC to RISC Data Migration	1					
0348	PCI Cable - V.24/EIA232 20-Ft	3	277.50	278.00	292.50	311.25	
0367	Operations Console PCI Cable	1	92.50	93.00	97.50	103.75	
0382	Remote Control Panel Cable	1	92.50	93.00	97.50	103.75	
1413	125V 14-Ft Line Cord	3					
1460	3m HSL Cable	2	666.00	666.00	702.00	747.00	
1463	2m SPCN Cable	1					
1518	Interactive Capacity Card	1	14,430.00	14,430.00	15,210.00	16,185.00	
2250	Model 270 Processor	1	2,960.00	2,960.00	3,120.00	3,320.00	
2749	PCI Ultra Mag Media Ctlr	1	962.00	962.00	1,014.00	1,079.00	
2763	PCI RAID Disk Unit Ctlr	1	2,220.00	2,220.00	2,340.00	2,490.00	
2842	PCI Hot-Plug IOP	1	1,332.00	1,332.00	1,404.00	1,490.00	
2924	English	1					
3025	512MB Main Store	2	3,031.04	3,031.00	3,194.88	3,399.68	
4317	8.58GB 10k rpm Disk Unit (PCI)	9	13,320.00	13,320.00	14,040.00	14,940.00	
4525	CD-ROM	1	307.10	307.00	323.70	344.45	
4745	PCI WAN IOA	2	629.00	629.00	663.00	705.50	
4746	PCI Twinaxial Workstn IOA	1	555.00	555.00	585.00	622.50	
4838	PCI 100/10Mbps Ethernet IOA	1	666.00	666.00	702.00	747.00	
5027	Software Version V4R5	1					
5075	PCI Expansion Tower	1	4,440.00	4,440.00	4,680.00	4,980.00	
5514	Alt IPL Specify for 8MM	1					
5544	Sys Console on Op Console	1					
7002	HSL enabler	1	148.00	148.00	156.00	166.00	
7104	System Unit Expansion G/A Sep 01	2	1,110.00	1,110.00	1,170.00	1,245.00	
7133	DASD Concurrent Maint Cage	1	629.00	627.00	663.00	705.50	
9771	Base PCI 2-Line WAN w/Modem	1					
			50,827.64	50,827.00	53,575.08	57,005.38	
6866	20GB 8MM Cartridge Tape	1	4,810.00	5,070.00	5,070.00	5,395.00	
7019	5-8mm AME Data Cartrdge Media Kit	2	745.92	786.00	786.24	836.64	
9212	12 Meter SCSI Cable	1					
9300	Publication Language - English/US	1					
9800	9ft.(2.7M) 125V, 15A US/Canada	1					
			5,555.92	5,856.00	5,856.24	6,231.64	
9910	PW9125 1500va EXT110-127V,50/60Hz	1	1,081.14	1,315.00	1,139.58	1,212.63	
			1,081.14	1,315.00	1,139.58	1,212.63	
Total AS/400 Hardware			57,464.70	57,998.00	60,570.90	64,449.65	
Other Related Hardware							
IBM InfoPrint	40 Laser Printer	1		2,675.00	2,743.20	2,914.65	2137
	4402 Duplex	1		443.00	455.20	449.65	426.75
	4162 Ethernet 10/100Base TX	1		412.00	423.20	476.10	396.75
	4332 Memory SIMM - 32MB	1		319.00	327.20	347.65	306.75
	4530 Printer Stand	1		344.00	352.80	396.90	330.75
			0.00	4,193.00	4,301.60	4,584.95	3,598.00
Total Hardware			$ 57,464.70	$ 62,191.00	$ 64,872.50	$ 69,034.60	$ 3,598.00
Software							
5716-DCT	Language Dictionaries 0000Q2318	1					
0721	Basic One-Time Charge P10	1					
9001	Asset Registration	1					
ERR	Operating System	1					
276	P10 Basic OTC OS/400	1			386.10	410.85	
9001	Basic Asset Registration	1					
ERR	Lotus Domino Enterprise for AS/400	1					

1903	IPLA Per Use Notes	50	3,948.00	4,230.00	3,666.00	470.00	
1906	IPLA Per Use Designer	2	957.60	1,026.00	889.20	946.20	
2011	Enterprise	1	4,254.60	4,558.00	3,950.70	4,203.95	
2924	English Upper/Lower Case (SBCS)	1					
5859	V5.0 128-Bit CDROM (Encryption)	1					
9001	Asset Registration	1					
5733-SM1	IBM SW Subscription 1 Yr Prepay	1					
2211	Basic OTC P10	1	1,680.00	1,600.00	1,560.00	1,660.00	
5755	SYSTEM PROGRAM ORDER	1					
1925	V3R6/7 or V4R1/2 to V4R3/4 PTFs	1					
2105	LANG DICTNRIES OS/400 (DCT)	1					
2501	OS/400 (5769-SS1)	1					
2504	OV/400 (5769-WP1)	1					
2508	Query (5769-QU1)	1					
2511	DB2 Qry Kit (5769-ST1)	1					
2512	ILE RPG (5769-RG1)	1					
2516	CA WINDOWS (5769-XW1)	1					
2526	ADTS (5769-PW1) 1	1					
2529	TCP/IP/400 (5769-TC1)	1					
2547	Integr. For WindowsServer 5769-WSV	1					
2553	IBM HTTP Server for AS/400	1					
2556	Perf Manager (5769-PM1)	1					
2585	Java Tools	1					
2586	Java Kit (5769-JV1)	1					
2591	WebSphere Application Server(5769-	1					
2924	English U/L SBCS Primary	1					
3410	CD-ROM Media	1					
3550	Version 4 Release 5	1					
8136	OS/400 Backup and Recovery Fc	1	21.00	25.00	25.00	25.00	
9001	Basic Asset Registration Fc	1					
Total Software			$ 10,861.20	$ 11,439.00	$ 10,477.00	$ 7,716.00	
	Additional Software reaquired					4,700.00	
Police System							
Total System Hardware			$ 57,464.70	$ 57,998.00	$ 60,570.90	$ 69,149.65	$ 0.00
Total Software			10,861.20	11,439.00	10,477.00	7,716.00	0.00
Installation			3,600.00	2,700.00	4,500.00	2,500.00	0.00
Installation, setup training Domino			6,800.00	4,800.00	6,000.00	2,500.00	0.00
Total System - Police Department			$ 78,725.90	$ 76,937.00	$ 81,547.90	$ 81,865.65	$ 0.00
Total Additional Hardware (printer awarded separately)			$ 0.00	$ 4,193.00	$ 4,301.60	$ 4,584.95	$ 3,598.00

CITY OF FAYETTEVILLE, ARKANSAS

BID # 00-69

COMPUTER SYSTEMS UPGRADE

September 12, 2000

CITY OF FAYETTEVILLE
REQUEST FOR BID # 00-69

COMPUTER SYSTEMS UPGRADE

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CITY OF FAYETTEVILLE
REQUEST FOR BID # 00-69

COMPUTER SYSTEMS UPGRADE

1. INTRODUCTION

The City of Fayetteville, Arkansas (hereafter called "The City") is requesting Bids from qualified respondents to provide computer equipment, operating system, application software, and maintenance to upgrade/replace two of The City's current IBM AS/400 computer systems, operating systems, and application software. This bid document provides the necessary information for vendors to submit to The City a bid for these items.

Vendors may submit a bid for all or part of these items.

These specifications exhibit the intent and purpose of The City regarding the requirements to be met; and they shall be so considered by the vendor. Accordingly, the vendor admits and agrees that they are not complete in every detail and that work and materials not indicated or expressly mentioned in these specifications, but which are manifestly necessary for the full and faithful performance of the systems in accordance with the true intent, will be included in their bid and incorporated into the work the same as if indicated and specified. The systems offered shall be complete in every respect, inclusive of all design, components, auxiliary equipment, hardware, parts and labor, manuals, and maintenance, whether or not specifically defined herein, which are necessary to achieve a completely operational system.

It is The City's intent to commence final negotiations with the respondent whose response is deemed most advantageous to The City. The City may conduct post-bid discussions with any or all respondents. "Post-bid discussions" may include but are not limited to:
  a. Request for additional information;
  b. Demonstrations;

The City may reject any or all bids.

The City, currently, has two IBM AS/400 systems to be upgraded/replaced. One AS/400 is a 9406-310 serial number S10A2507 located in City Hall, and is used primarily for finance and accounting functions. The City Hall AS/400 currently has eight remote sites connecting to communication lines. The second AS/400 is a 9402-400 serial number S1005LKG used by the Police Department for public safety and courts. Both systems utilize New World Systems software and are connected together via passthrough line.

CITY OF FAYETTEVILLE
REQUEST FOR BID # 00-69

COMPUTER SYSTEMS UPGRADE

2. BID SCHEDULE

The following BID Schedule will be observed in this REQUEST FOR BID.

ITEM	DATE
Advertise bid document	September 15, 2000
Receive Bids At: City of Fayetteville Purchasing Dept., Room 306 113 W. Mountain St. Fayetteville, Ar 72703	September 28, 2000, 11:00 am
Open Bids At: City Hall Room 306 113 W. Mountain St. Fayetteville, Ar 72703	September 28, 2000, 11:00 am

Approximate Dates for:

Bid Review	September 28, 2000
Vendor Selection	September 28, 2000
Contract Negotiations	September 28,29, 2000
Recommendation to Board Agenda Session	October 10, 2000
To Board of Directors for Approval	October 17, 2000
Notify Vendor(s)	October 18, 2000

3. BID SUBMISSION PROCEDURE

Two copies of the bid documents must be submitted in sealed envelopes clearly marked with the name of the vendor and titled as shown below:

BID # 00-69

COMPUTER SYSTEMS UPGRADE

FOR THE

CITY OF FAYETTEVILLE, ARKANSAS

The "INVITATION TO BID" form in front of the Table of Contents must be completely filled in.

11. Respondent must provide The City with his/her bid signed by an employee having legal authority to submit bids on behalf of the respondent. The entire cost of preparing and providing responses shall be borne solely by the respondent.

12. The City reserves the right to request any additional information it deems necessary from any or all respondents after the submission deadline.

13. The City reserves the right to reject any or all bids submitted in response to this request for bid.

14. All materials submitted in response to this request becomes the property of The City upon delivery.

15. The City reserves the right to issue amendments and/or addendums to the original request for bid.

16. The 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 for any costs incurred by respondent in preparation of bid.

17. <u>Errors in bid</u>: Respondent and their authorized representative or agent shall be deemed to have full knowledge of the conditions, requirements, and specifications of this request for bid.

8. Default: In case of default after bid acceptance, The City may, at its option, hold the accepted bidder or respondent liable for any and all resultant increase costs as penalty for such default.

9. Submission procedure: Respondent will use the format of this bid document when responding. Use of the numbering and headings in the bid document will be used and fall in the same sequence whenever using the comments page or additional pages.

   All responses must be organized in the same manner as this bid document. A blank is provided next to each question, statement, or request for information. **ALL BLANKS WILL BE ASSUMED TO MEAN "NO RESPONSE".**

   If you cannot meet the requirement, you will place the word "EXCEPTION" in the blank. You will also note each exception on a "COMMENTS" page by stating the section and number of the requirement excepted.

   The order of the material to be returned will be as follows:

   a. "Invitation to Bid" page in front of the Table of Contents summarizing bid and identifying vendor;

   b. The completed bid document provided by The City in its entirety.

   c. Detailed narrative of those items ("EXCEPTIONS") needing further explanation.

   d. Any additional materials necessary to further define your product(s).

10. **RECEIPT OF BIDS**

    All bids are to be received at the following address on or before the scheduled date and time listed below:

PURCHASING DEPARTMENT

ROOM 306

CITY OF FAYETTEVILLE

113 WEST MOUNTAIN

FAYETTEVILLE, ARKANSAS 72701

BIDS MUST BE RECEIVED BY: 11:00 am, September 28, 2000

BIDS WILL BE OPENED AT: 11:00 am, September 28, 2000

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4. AWARD OF BID

A. EVALUATION

The intent of this request for bid is to enable The City to acquire computer hardware, system and application software that meets or exceeds the requirements of The City as stated in the bid document. The City 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.

All Respondents will be evaluated on their experience, reputation, proposed design, costs quoted, services offered, financial strength and ability to provide the system which best meets the needs of The City.

The City will be the sole judge of what comprises the best and most advantageous bid.

The following considerations will be used to evaluate each bid:

1. FUNCTIONS

   Compliance with the provisions of the bid document.
   The ability of the bid to meet or exceed The City's requirements. Emphasis will be placed on the ability to meet The City's anticipated future needs. The ability of the hardware to provide a growth path that will allow expansion of memory and disk storage and not require future conversion to a different operating system or application programming language.
   Ability of the Respondent to directly support the system, including installation, training, and maintenance.

2. MAINTENANCE
   Maintenance reliability and response time.
   Cost of maintenance.

3. SUPPORT
   The amount and quality of support that the vendor will provide The City.

The amount of vendor support that will be available for implementation assistance, and on-going modifications.

4. COST
All of the costs required to purchase, install, train, modify, and update the proposed hardware, system software, and application software along with any professional services required and their associated expenses.

5. EXPERIENCE/REPUTATION
Vendor's performance record in meeting the requirements of their existing customers.
Number of satisfied customers using proposed hardware and/or software in local government.
The financial stability of the vendor.
Number of experienced vendor support personnel.

6. FINANCING OPTIONS
Most cost effective use of City funds.

7. ABILITY TO MEET DEADLINES
Determined by contact with vendor's existing customers.

B. REFERENCES

Respondents must provide a list of references of locations where the respondent has installed a system of similar size and design as the one they are proposing.

5. GENERAL REQUIREMENTS

A. Any and all pre-contract verbal agreements and/or commitments will be reduced to written form and all written agreements will be signed by an authorized representative of the bidding company and included as a part of the attached bid and any ensuing contract.

B. The attached bid, including all addenda, will become a part of any resulting contract and shall control in the event of any conflicts with any other provision of the contract.

C. In the event of default on either party, all litigation shall take place and be governed by the laws of the State of Arkansas and Washington County.

D. All prices/costs included in this bid must be guaranteed not to be increased for at least 90 days from the bid opening date for contracting purposes.

E. All materials submitted by the bidder as a part of its bid shall be considered the property of The City. The City reserves the right to request any additional information necessary for clarifying the bid as submitted.

F. The City reserves the right to accept and/or reject any, all, or part of any bid that it deems not in the best interest of The City.

G. The bid **MUST** include the following right of cancellation:

> "For any financed and/or long term purchase, rental, lease or lease/purchase, The City reserves the right of cancellation, on any annual contract anniversary date, of any or all contract items if adequate funds are not appropriated."

I. All information submitted by any vendor, in addition to that required herein, must refer to the section number and specific item number. Any bidder may submit "General Comments" provided they are brief and specific.

6. WARRANTY & MAINTENANCE

1. Warranty and Maintenance to be covered by IBM Corp. Bid prices for maintenance will reflect the IBM Maintenance price.

7. HARDWARE/OPERATING SYSTEM INFORMATION AND BID FORM

A. INFORMATION

The City has surveyed the marketplace for possible hardware options to accomplish the objectives of The City. All equipment included in the REQUEST FOR BID must be NEW, ORIGINAL EQUIPMENT in current production by the manufacturer.

Bid of this project will include removal of the AS/400's from packing materials, initial startup of all electrical systems of the units, installation of the operating system, migration of all our current data, peripherals, software and testing to ensure that setup; and migration were successful. Installation will also include the setup and testing of the IBM ECS line.

Both the IBM AS/400's (and all specified components) and the specified setup and installation are to be bid according to the bid form as individual line items. However, the vendor who receives the bid will be responsible for the AS/400 hardware, delivery, setup, installation, reloading of previous software, reloading of previous data, installation of v4r5 and testing to see if system is completely operational. The system will be awarded as a whole unit including conversion and installation, parts will not be purchased separately.

Vendor criteria:

For consideration any vendor wishing to Bid on the specified units must be a

1. IBM Premier Partner

2. The person submitting the bid must be hold a current certification from IBM and submit a copy of the certifications with the bid - in the following areas

    1. IBM certified Specialist AS/400 Technical Solutions design V4R4 (or above)- test 366
    b. IBM Certified Specialist - AS/400 Technical Solution Implementation V4R4 (or above) - test 367

This is to ensure that all technical guidelines for IBM equipment are followed and understood.

10. The vendor must be able to install the unit (IBM will not be involved in the installation of a 8xx box) and the vendors employee who does the installation must hold a current certification from IBM and submit a copy of the certification with the bid - in the following:

    a. IBM certified Specialist AS/400 Technical Solutions design V4R4 (or above)- test 366
    b. IBM Certified Specialist - AS/400 Technical Solution Implementation V4R4 (or above) - test 367

This is to ensure that all technical guidelines for IBM equipment are followed and understood.

4. For Domino installation and configuration the person installing Domino should hold the following IBM certification and it should be submitted with the bid: AS/400 Domino for AS/400 Specialist - test #353

B. City Hall AS/400 Upgrade/Replacement

The following pages contain information and bid form for the upgrade/Replacement of the City's AS/400 located in City Hall. The bid will include installation including the CISC to RISC upgrade.

City Hall AS/400 CISC to RISC Upgrade

Scope of Work

The Vendor will assist The City of Fayetteville with planning, preparation and performing the CISC to RISC upgrade on the AS/400 system. The Vendor's involvement in this project will consist of the following work steps:

1. Creation of the written project task plan

2. Telephone support for project tasks

3. General planning tasks

    Physical planning
    AS/400 CISC system preparation

4. AS/400 RISC system upgrade tasks performed onsite

    RISC system installation support confirming hardware and software received
    Analysis of RISC upgrade preparation
    Document application software RISC upgrade requirements
    Pre-conversion tasks preparing, planning and reviewing for RISC conversion
    Conversion tasks from source CISC system to the new RISC system
    Initial load tasks on RISC system from CISC system tape backup
    Licensed program installation tasks for RISC program products
    Final RISC system upgrade tasks

5. System Synchronization tasks performed onsite

    Test converted RISC system software and user applications
    Identify and perform re-sync tasks for programs and data to complete upgrade to RISC system
    Perform final RISC upgrade testing
    Confirm completion of RISC upgrade

The City of Fayetteville will be responsible for the following project tasks. These tasks are required for the successful completion of the project upgrade:

1. Review and approval of project plan
2. Creation of system testing plan
3. Performing AS/400 backups as defined in the project plan
4. Support of The Vendor's personnel, as required, in execution of project tasks
5. Perform system testing after upgrade completed to confirm user operational status

EXISTING CITY HALL AS/400 HARDWARE

Product	Description	Qty	Purchase Price	Monthly Maint.
9406-310	System Unit W/D 11/19 S10A2507	1		507.00
0022	9348-001 Lcl Src Rack Mnt	1		
0090	FC.5052 Located on System Unit	1		
1105	Single Disk Kit (320 MB) W/D 6/	4		
2043	64MB Processor W/D 3/1998	1		
2612	EIA 232/V.24 One-Line Adapter W	1		
2619	16/4 Mbps Token-Ring Adapter W/	1		
2621	Removable Media Device Attach W	1		
2623	Six Line Comm Controller W/D 12	2		
2654	EIA 232/V.24 Two-Line 20E W/D 8	2		
2655	EIA 232/V.24 Two-Line 20 W/D 8/	3		
2961	240V, 10A, 6ft linecord	1		
3103	32MB Main Storage W/D 3/1999	1		28.00
5042	System Unit Expansion Rack W/D	1		
5043	Cnvrt Prmry Rk to Scdry Rk W/D	1		
5052	Storage Exp Unit (16 Units)	1		203.00
5143	Power Supply (400W)	1		
5514	Alt IPL Specify for 8MM	1		
5520	Complete System Specify W/D 3/1	1		
5540	Sys Console on Twinax WSC	1		
6112	Mag Storage Device Controller	1		
6140	Twinaxial Workstation Controlle	3		
6390	7.0GB 8mm Cart Tape Unit (SPD)	1		
6501	Tape/Disk Device Controller	1		
6512	Disk Unit Ctlr for RAID W/D 6/2	1		
6606	1.96GB Disk Unit W/D 6/1998	5		
9023	V.24 Cable 20 ft enhanced W/D 3	2		
9083	Locking Line Cord Plug Specify	1		
9153	STD MFIOP W/D 6/1998	1		
9240	400 Watt standard PS W/D 6/2000	1		
9243	Std Feature Power Supply W/D 6/	1		
9245	Std Battery Back Up W/D 6/2000	2		
9304	Base 64MB Main Storage W/D 6/19	1		
9503	8mm MULIC Mod Upgrade W/D 6/199	1		
9612	Std EIA 232/V.24 One-Line/A W/D	1		
9337-225	1.94 GB Dsk (2 DRV-RA 000024677	1		175.00
0044	Device Parity Protection	1		
1213	970Mb Disk Unit Feature	5		
9877	6.0m Attachment Cable	1		
9902	Do Not Integrate	1		
9337-225	1.94 GB Dsk (2 DRV-RA 000024680	1		175.00
0044	Device Parity Protection	1		
1213	970Mb Disk Unit Feature	3		
9877	6.0m Attachment Cable	1		
9902	Do Not Integrate	1		
9348-001	1/2" Reel to Reel Tap 000026938	1		152.00
9331-001	8-inch Diskette Unit 000033507	1		218.00

	Total Monthly Maintenance			1,240.00
	Annual Maintenance			$14,880.00

Proposed Hardware City Hall Target System

Product	Description	Qty	Purchase Price	Monthly Maint
9406-720	AS400e Server	1		
0008	7208 Ultra SCSI Attachment	1		
0024	9348-002 Lcl Src Stnd Alone	1		
0044	Device Parity Protection (RAID)	1		
0203	Side by Side Install	1		
0348	PCI Cable - V.24/EIA232 20-Ft	8		
0367	Operations Console PCI Cable	1		
0381	Remote Control Panel Cable	1		
1501	Interactive Card (70 CPW)	1		
2062	Model 720 Processor (256MB)	1		
2729	PCI External Tape Controller	2		
2745	PCI Two-Line WAN IOA	4		
2746	PCI Twinax Workstation IOA	1		
2748	PCI Raid Disk Unit Controller	1		
2824	PCI LAN/WAN/Workstation IOP	2		
2924	English	1		
3004	256MB Main Storage	4		
5027	Software Version V4R5	1		
5153	Redundant Power Supplies	1		
5514	Alt IPL Specify for 8MM	1		
6817	8.58GB 10k rpm Disk Unit (S/	7		
7128	DASD Expansion Unit	1		
8817	Opt Base 8.58GB 10k rpm Disk(S/	1		
9082	14 Foot Line Cord Specify	1		

9083 14 Locking Line Cord Specify	1	________	________
9330 PCI Integrated Expansion Unit	1	________	________
9364 System Unit Expansion	1	________	________
9738 PCI Base 100/10Mbps Ethernet IO	1	________	________
9745 Base PCI Two-Line WAN IOA	1	________	________
9406-720 Price		________	________
Monthly Maintenance			________
7852-40Z External V.34 (AS/400 TSP Model 38.00A	1	________	________
7852-40Z Price		________	________
Annual Maintenance		________	________
7208-342 20GB 8MM Cartridge Tape	1	________	________
7019 5-8mm AME Data Cartrdge Media K	2	________	________
9212 12 Meter SCSI Cable	1	________	________
9300 Publication Language - English/	1	________	________
9800 9ft.(2.7M) 125V, 15A US/Canada	1	________	________
7208-342 Price		________	________
Monthly Maintenance			________
Hardware Target System Price		________	________
Monthly Maintenance			________
Annual Maintenance		________	________

Current City Hall Software Base System software

Product	Description	Serial	Qty
5763-DCT	Language Dictionaries	0000L8912	1
1592	Basic One-Time UpgChg	P30	1
9001	Asset Registration		1

5763-PT1	Performance Tools/400	0000L8916	1
1082	Basic One-Time UpgChg P30		1
1114	Basic One-Time UpgChg P30 PTM		1
9001	Asset Registration		1
5763-PW1	Application Developme	0000M1592	1
1146	Basic OTC UPG P30		1
9001	Asset Registration		1
5763-QU1	Query/400 W/D 2/2000	0000L8914	1
2235	Basic OTC UPG P30		1
9001	Asset Registration		1
5763-RG1	ILE RPG/400 W/D 2/200	0000L8915	1
0217	Basic One-Time UpgChg P30		1
9001	Asset Registration		1
5763-WP1	OfficeVision W/D 2/20	0000L8913	1
0268	No Charge Users in Base		1
0270	OTC UserBase Upg Per User Chg		24
1666	Basic One-Time UpgChg P30		1
9001	Asset Registration		1
5763-XW1	Client Access Windows	0000GV792	1
2874	P30 Max User Cap		1
2876	Full Price per use		81
9001	Asset Registration		1
5755-AS3	AS400 System Software	0000B3255	1
1411	C/A Windows Family (5763-XW1)		1
1412	C/A (5763-XY1)		1
1413	C/A (5763-XA1)		1
1504	OfficeVision	5763-WP1	1
1505	Language Dictionary	5763-DCT	1
1508	Query	5763-QU1	1
1512	ILE RPG	5763-RG1	1
1525	Performance Tools/400	5763-PT1	1
1526	Application DevToolset	5763-PW1	1
1610	Performance Tools Mgr	5763-PT1	1
1984	OS/400 DASD HW update		1
2924	English Upper/Lower Case (SBCS)		1
3407	8MM Data Cartridge		1
3508	Refresh		1
3520	Ship Release V3R2		1
7550	SoftCopy Lib on CD-ROM Media PU		1
7594	Pub - ADTS for OS/400		1
9001	Asset Registration		1

Proposed Software City Hall Target System

Product	Description	Qty	License
5716-DCT	Language Dictionaries	1	____________

0772	Basic OTC Upg P20	1	
9001	Asset Registration	1	
5769-PT1	Performance Tools/400 V4	1	
0817	Upg P20 BOTC Perf Tools (From V	1	
0877	Upg P20 BOTC PT/400 Mgr (From V	1	
9001	Basic Asset Registration	1	
	5769-PT1 OTC		
5769-PW1	ADTS	1	
0912	Upg P20 ADTS 5763PW1,5716PW1	1	
9001	Basic Asset Registration	1	
	5769-PW1 OTC		
5769-QU1	Query	1	
0123	Basic OTC P20 UPG (5716/5763-QU	1	
9001	Asset Registration	1	
	5769-QU1 OTC		
5769-RG1	ILE RPG for AS/400	1	
1002	Upg P20 BOTC ILE RPG (From V3)	1	
9001	Basic Asset Registration	1	
	5769-RG1 OTC		
5769-XW1	Client Access Windows Family	1	
1731	Upg P20 BOTC CA WINDOWS (From X	1	
9001	Asset Registration	1	

	5769-XW1 OTC		
5733-SM3	IBM SW Subscription 3 Yr Prepay	1	
2222	Basic OTC P20	1	
	5733-SM3 OTC		
5769-SS1	Operating System	1	
0277	P20 Basic OTC OS/400	1	
1476	Upg chg PSF AnySpeed	1	
9001	Basic Asset Registration	1	
	5769-SS1 OTC		
5769-AC3	Cryptographic Access Provider 1	1	
0005	IPLA CRYPTO 128	1	
9001	Basic Asset Registration	1	
5769-CE3	IBM AS/400 Client Encryption 12	1	
1644	Per Use Client Encryption 128-B	1	
9001	Basic Asset Registration	1	
5755-AS5	SYSTEM PROGRAM ORDER	1	
2105	LANG DICTNRIES OS/400 (DCT)	1	
2501	OS/400 (5769-SS1)	1	
2504	OV/400 (5769-WP1)	1	
2508	Query (5769-QU1)	1	
2512	ILE RPG (5769-RG1)	1	
2516	CA WINDOWS (5769-XW1)	1	

2525 Perf Tools (5769-PT1)	1	
2526 ADTS (5769-PW1)	1	
2529 TCP/IP/400 (5769-TC1)	1	
2553 IBM HTTP Server for AS/400	1	
2556 Perf Manager (5769-PM1)	1	
2562 Crypto Acc Prov 128 bit(5769-AC	1	
2582 Client Encryption 128-bit(5769-	1	
2585 Java Tools	1	
2586 Java Kit (5769-JV1)	1	
2591 WebSphere Application Server(57	1	
2610 PT/400 Mgr (5769-PT1)	1	
2683 Any speed Print Support	1	
2924 English U/L SBCS Primary	1	
3410 CD-ROM Media	1	
3550 Version 4 Release 5	1	
8136 OS/400 Backup and Recovery	1	
9001 Basic Asset Registration	1	
5755-AS5 OTC		
Software Target System OTC		

ADDITIONAL HARDWARE/SOFTWARE NOT LISTED

If additional hardware or software is required that is not listed in the bid forms please check here _______ and attach listing to bid form.

C. Police Department AS/400

The following pages contain information and bid form for the upgrade/replacement of the City of Fayetteville Police Department's AS/400 located in the Police Building. The bid will include installation price, however installation may be done in house.

AS/400 Unload / Reload

Scope of Work

The Vendor will assist Fayetteville Police with planning, preparation for and upgrading the AS/400 system hardware to a model 270. The Vendor's involvement in this project will consist of the following work steps:

4. Creation of a written project task plan
5. Telephone support for system preparation tasks
6. Performance of system upgrade preparation tasks

    Research IBM PTF PSP databases
    Develop Memory Pool Sizes and Activity Level Values

    Map IOP connections from model 400 to model 270
    Develop configuration for moving Ethernet line to 100 MB Ethernet line
    Develop configuration for twinax controllers and devices moved to new IOP
    Confirm planning for system objects (outqueues, job queues, data queues, journals, message queue entries) not saved for restore on the model 270

7. Confirm system hardware upgrade and configuration

    Verify operational status of upgraded hardware
    Create configuration objects for new hardware components

8. Unload / Reload from the model 400 to the new model 270

    Restore model 400 system backups on 8mm tape to the new model 270
    Move system connections from the model 400 to the new model 270
    Modify LAN network communications line to use the ethernet IOP
    Modify the twinax controllers and devices to use the new IOP
    Correct any configuration problems after system upgrade

Fayetteville Police will be responsible for the following project tasks. These tasks are required for the successful completion of the project upgrade:

Review and approval of project plan

Creation of system test plan
Performance of system preparation tasks; backups, scheduling outages, etc.
Support of The Vendor's personnel, as required, in execution of project tasks
Perform system testing after each upgrade to confirm the system operational status

Lotus Domino Installation on AS/400

Objective:

1. Install Lotus Domino for AS/400 to run as a native application on an existing AS/400.
2. Configure AS/400 dial-up connection to local ISP for e-mail exchange.
3. Configure Lotus Domino for AS/400 SMTP to provide the ability to send and receive internet mail via Domino Server.
4. Configure Domino Server for access by standard Notes Client via Ethernet LAN.
5. Configure Domino Administrative Client.
6. Configure (5) Lotus Notes Clients.

Tasks: (minimum to be performed)

1. Conduct a planning meeting with the assigned resources.
2. Resources should include: Customer Project Manager, PC Administrator, Network Administrator, AS/400 Administration, AS/400 Programming.
3. Research and apply applicable PTF's.
4. Review and verify TCP/IP configuration.
5. Verify that a PC is available and configured for use as Administrative Client.
6. Install the Domino for AS/4000 software.
7. Verify the installation completed successfully.
8. Setup the Domino Server (First Server).
9. Setup 5 Domino Clients and verify e-mail functions, including internet mail.
10. Provide documentation of all tailoring parameters, names, address, etc..
11. Conduct a training session for up to 5 people for administration of the Domino system.
12. Conduct a training meeting for up to 5 end users on how to use Notes (2-3 hours)

EXISTING POLICE DEPARTMENT AS/400 HARDWARE

Product	Description	Qty	Monthly Maint

9402-400	System Unit W/D 6/1998 000055LKG	1	97.00
0044	Device Parity Protection (RAID)	1	
2131	Model 400 Processor (32MB) W/D 3/1	1	
2609	EIA 232/V.24 2-Line Adapter W/D 3/	2	10.00
2612	EIA 232/V.24 1-Line Adapter W/D 3/	1	
2617	Ethernet/IEEE 802.3 CSAM/CD W/D 3/	1	
2623	Six-line Communications Cntrl W/D	1	
2960	120V, 15A, 6ft linecord	1	
3110	64MB Main Storage	2	
5025	Software Version V4R3	1	
5135	Feature Power for System Unit W/D	1	
5514	Alt IPL Specify for 8MM	1	
5520	Complete System Specify W/D 3/1999	1	
6050	Twinaxial Workstation Controller	3	
6148	Twinaxial 8-port Workstation Exp W	1	
6390	7.0GB 8mm Cart Tape Unit (SPD) W/D	1	
6522	Disk Unit Controller for RAID W/D	1	
6606	1.96GB Disk Unit W/D 6/1998	1	
6607	4.19GB Disk Unit	6	
7000	Panel Keylock W/D 6/2000	1	
7108	Expansion Gate W/D 6/2000	1	
7117	Integrated Expansion Unit W/D 6/20	1	51.00
9023	V.24 Cable 20 ft enhanced W/D 3/19	6	
9172	Base Twinax MFIOP W/D 8/1998	1	
9244	320 Watt Pwr Sup - 7117 Exp Unit W	1	
9319	Std Disk Package System Unit W/D 6	1	
9520	CDROM W/D 2/2000	1	
9606	Base Disk Unit 1.967GB W/D 3/1999	1	
9612	Base EIA 232/V.24 1-Line Adapter W	1	

	Total Monthly Maintenance		158.00
			========

<u>HARDWARE TARGET SYSTEM - Police Department AS/400 Upgrade</u>

Product	Description	Qty	Purchase Price	Monthly Maint
9406-270	AS400e Server	1		
0008	7208 Ultra SCSI Attachment	1		
0041	Device Parity Protection-All	1		
0205	RISC to RISC Data Migration	1		
0348	PCI Cable - V.24/EIA232 20-Ft	3		
0367	Operations Console PCI Cable	1		

0382	Remote Control Panel Cable	1		
1413	125V 14-Ft Line Cord	3		
1460	3m HSL Cable	2		
1463	2m SPCN Cable	1		
1518	Interactive Capacity Card	1		
2250	Model 270 Processor	1		
2749	PCI Ultra Mag Media Ctlr	1		
2763	PCI RAID Disk Unit Ctlr	1		
2842	PCI Hot-Plug IOP	1		
2924	English	1		
3025	512MB Main Store	2		
4317	8.58GB 10k rpm Disk Unit (PCI)	9		
4525	CD-ROM	1		
4745	PCI WAN IOA	2		
4746	PCI Twinaxial Workstn IOA	1		
4838	PCI 100/10Mbps Ethernet IOA	1		
5027	Software Version V4R5	1		
5075	PCI Expansion Tower	1		
5514	Alt IPL Specify for 8MM	1		
5544	Sys Console on Op Console	1		
7002	HSL enabler	1		
7104	System Unit Expansion G/A Sep 01	2		
7133	DASD Concurrent Maint Cage	1		
9771	Base PCI 2-Line WAN w/Modem	1		

9406-270		____________	____________
Monthly Maintenance			____________
7208-342 20GB 8MM Cartridge Tape	1	____________	____________
7019 5-8mm AME Data Cartrdge Media Kit	2	____________	____________
9212 12 Meter SCSI Cable	1	____________	____________
9300 Publication Language - English/US	1	____________	____________
9800 9ft.(2.7M) 125V, 15A US/Canada	1	____________	____________
7208-342 Price		____________	____________
Monthly Maintenance			____________
9910-P15 PW9125 1500va EXT110-127V,50/60Hz	1	____________	____________
Hardware Target System Price		____________	____________
Monthly Maintenance			____________

OTHER RELATED HARDWARE

IBM InfoPrint 40 Laser Printer	1	____________	____________
4402 Duplex	1	____________	____________
4162 Ethernet 10/100Base TX	1	____________	____________
4332 Memory SIMM - 32MB	1	____________	____________
4530 Printer Stand	1	____________	____________
IBM InforPrint 40 Laser Printer Total		____________	____________

SOFTWARE BASE SYSTEM - Police Department AS/400

Product	Description	Serial	Qty
5716-DCT	Language Dictionaries	0000Q2318	1
0721	Basic One-Time Charge P10		1
9001	Asset Registration		1

SOFTWARE TARGET SYSTEM - Police Department AS/400

Product	Description	Serial	Qty	License
5716-DCT	Language Dictionaries	0000Q2318	1	
0721	Basic One-Time Charge P10		1	
9001	Asset Registration		1	
5716-DCT	OTC			
5769-SS1	Operating System		1	
0276	P10 Basic OTC OS/400		1	
9001	Basic Asset Registration		1	
5769-LNT	Lotus Domino Enterprise for AS/400		1	
1903	IPLA Per Use Notes		50	
1906	IPLA Per Use Designer		2	
2011	Enterprise		1	
2924	English Upper/Lower Case (SBCS)		1	
5859	V5.0 128-Bit CDROM (Encryption)		1	
9001	Asset Registration		1	
5769-LNT	OTC			
5733-SM1	IBM SW Subscription 1 Yr Prepay		1	
2211	Basic OTC P10		1	
5733-SM1	OTC			
5755-AS5	SYSTEM PROGRAM ORDER		1	

1925 V3R6/7 or V4R1/2 to V4R3/4 PTFs	1	
2105 LANG DICTNRIES OS/400 (DCT)	1	
2501 OS/400 (5769-SS1)	1	
2504 OV/400 (5769-WP1)	1	
2508 Query (5769-QU1)	1	
2511 DB2 Qry Kit (5769-ST1)	1	
2512 ILE RPG (5769-RG1)	1	
2516 CA WINDOWS (5769-XW1)	1	
2526 ADTS (5769-PW1)	1	
2529 TCP/IP/400 (5769-TC1)	1	
2547 Integr. For WindowsServer 5769-WSV	1	
2553 IBM HTTP Server for AS/400	1	
2556 Perf Manager (5769-PM1)	1	
2585 Java Tools	1	
2586 Java Kit (5769-JV1)	1	
2591 WebSphere Application Server(5769-	1	
2924 English U/L SBCS Primary	1	
3410 CD-ROM Media	1	
3550 Version 4 Release 5	1	
8136 OS/400 Backup and Recovery Fc	1	
9001 Basic Asset Registration Fc	1	
5755-AS5 OTC		
Software Target System OTC		

SOFTWARE MOVED FROM OLD HARDWARE

User must RPO-remove these products from the inventory of the base system:

5769-WP1
5755-AS5.2504
5769-QU1
5755-AS5.2508
5769-ST1
5755-AS5.2511
5769-RG1
5755-AS5.2512
5769-XW1 5755-AS5.2516
5769-PW1
5755-AS5.2526

ADDITIONAL HARDWARE/SOFTWARE NOT LISTED

If additional hardware or software is required that is not listed in the bid forms please check here _______ and attach listing to bid form.

CITY OF FAYETTEVILLE
REQUEST FOR BID # 00-69

COMPUTER SYSTEMS UPGRADE

9 . HARDWARE/OPERATING SOFTWARE BID SUMMARY

A. City Hall AS/400 9406-720e Server

	COST
HARDWARE	$________
OPERATING SYSTEM	$________
ADDITIONAL HARDWARE/SOFTWARE	$________
ANNUAL MAINTENANCE	$________
INSTALLATION	$________
ESTIMATED DELIVERY DATE	________
TOTAL HARDWARE/OPERATING SYSTEM/INSTALLATION	$________

B. Police Department AS/400 9406-270e Server

	COST
HARDWARE	$________
OPERATING SYSTEM	$________
ADDITIONAL HARDWARE/SOFTWARE	$________
ANNUAL MAINTENANCE	$________
INSTALLATION	$________
INSTALLATION, SETUP, TRAINING LOTUS DOMINO	$________
ESTIMATED DELIVERY DATE	________
TOTAL HARDWARE/OPERATING SYSTEM/INSTALLATION	$________

10. HARDWARE FINANCING INFORMATION

As an option, the City requests that all of the hardware and software of this bid be shown acquired through a Lease agreement. Show the following information for the Hardware Lease.

A. City Hall AS/400

INFORMATION **LEASE**

Option 1 - 36 Monthly Payments:

Monthly Payment: ____________

Option 2 - 48 Monthly Payments:

Monthly Payment: ____________

Option 3 - 60 Monthly Payments:

Monthly Payment: ____________

Option 4 - Other:

If you have alternative financing options, you may attach additional information.

B. Police Department AS/400

INFORMATION **LEASE**

Option 1 - 36 Monthly Payments:

Monthly Payment: ____________

Option 2 - 48 Monthly Payments:

Monthly Payment: ____________

Option 3 - 60 Monthly Payments:

Monthly Payment: ____________

Option 4 - Other:

If you have alternative financing options, you may attach additional information.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year			Date Requested	Adjustment #
2000	Department:	Sales Tax Capital Improv.	10/04/2000	
	Division:	Information Technology		
	Program:			

Project or Item Requested:

Additional funding is requested for AS400 Upgrades.

Project or Item Deleted:

The funds for this adjustment are from increased investment earnings and from the remainder of Live Scan Fingerprint project..

Justification of this Increase:

The funding will provide the additional mainframe capacity to allow installation of the Municipal Court package and to upgrade processors on the general application AS400.

Justification of this Decrease:

The Live Scan project is being postponed.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Fixed Assets	65,920	4470	9470		5801	00	98102	1
Fixed Assets	84,271	4470	9470		5801	00	97010	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Fixed Assets	22,400	4470	0947		4708	00		
Interest Investments	127,791	4470	0947		4708	00		

Approval Signatures

Requested By	Date 10-4-2000
Budget Manager	Date 10-4-00
Department Director	Date
John Maguire Admin. Services Director	Date 10/4/00
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

H:\BUDGET\PROJECTS\Bud_Adj\BA_2000\A400_UPG.WK4

Impact Fee Study
A. 9. Page 1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of October 17,2000

FROM:

Stephen Davis	Budget & Research	Admin Services
Name	Division	Department

ACTION REQUIRED: Approval of Phase One of the contract with James Duncan and Associates, Inc to perform a Development Impact Fee Study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for Phase One.

COST TO CITY:

$34,520.00	100,000.00	Impact Fee Study - Citywide
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5314-00	279.00	
Account Number	Funds Used To Date	Program Name
00008-1	99,721.00	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment Attached

Budget Manager
Administrative Services Director

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

Marilyn J Cramer	9-18-00	Nancy Smith	9/19/00
Accounting Manager	Date	Internal Auditor	Date
	9-19-00		
City Attorney	Date	ADA Coordinator	Date
P Vice	9-19-00		
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Staff recommends approval of contract with James Duncan and Associates, Inc, authorizing the Mayor and City Clerk to sign the agreement, and authorizing staff to spend up to $4,500 in other project expenses in conjunction with Phase One.

	9-18-00
Division Head	Date
Department Director	Date
John Maguire	9/18/00
Administrative Services Director	Date
Fred Hanna	9/19/00
Mayor	Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:____

Orig Contract Date:____

Orig Contract Number:____

TEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO:	Mayor Fred Hanna and City Council
THRU:	John Maguire, Administrative Services Director Charlie Venable, Public Works Director
FROM:	Stephen Davis, Budget Manager Tim Conklin, City Planner
DATE:	September 18, 2000
SUBJECT:	**Development Impact Fee**

Staff requests City Council approve a contract for Phase One of a development impact fee study with James Duncan and Associates, Inc. The attached contract with James Duncan and Associates, Inc is divided into two phases. Phase One: Policy Directions and Phase Two: Implementation. This request is for Phase One only and the cost of Phase One is $30,020. City Council will be requested to authorize Phase Two of the study at the conclusion of Phase One and acceptance by City Council of the POLICY DIRECTIONS MEMORANDUM.

Background

Earlier this year, a selection committee was established to select a consultant for a development impact fee study. The selection committee was comprised of a representative of City Council, a representative of the Planning Commission, a representative of the development community and representatives of each City department. The request for proposal seeking consultants to perform a development impact fee study was advertised in April. Additionally, notifications were sent via email to thirteen firms that perform development impact fee studies. Four firms submitted proposals.

The committee met on June 27 and voted to interview all four of the firms that submitted proposals. The interviews were held on July 20. On August 31, the committee met and voted to initiate contract negotiations with James Duncan and Associates, Inc.

Current Conditions

The contract with James Duncan and Associates, Inc is presented for City Council approval. Funding for this contract is in the Sales Tax Capital Improvement Fund in the amount of $100,000. Phase One of the contract will cost $30,020 and will be complete in approximately two months. Phase Two, to the extent authorized, is projected to take approximately six months.

Requested Action

Approval of Phase One of the contract with James Duncan and Associates, Inc.

Cost of This Request

The cost of this request is $30,020. In addition to the cost of Phase One of the agreement with James Duncan and Associates, Inc, staff requests approval of $4,500 for other costs and expenses associated with this study.

Conclusion

If you have any questions concerning this agenda item or the development impact fee study please contact either Tim Conklin at 575-8265 or Stephen Davis at 575-8296.

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:

Date: 9-18-00

P.O. Number:

Expected Delivery Date:

Vendor #:

Vendor Name: James Duncan and Associates, Inc

Mail: Yes____ No X

Address:

FOB Point: Fayetteville, AR

Taxable: Yes____ No X

City:

State:

Zip:

Ship To Code: 180

Division Head Approval:

Requester: Stephen Davis

*Requester's Employee#: 330

Extension: 296

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Development Impact Fee Study - Phase One	1	ea	$30,020.00	$30,020.00	4470-9470-5314-00	00008-1		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
11					$0.00				
	SHIPPING/HANDLING				**$0.00**				

Special Instructions:

Subtotal:	$30,020.00
Tax:	N/A
TOTAL:	$30,020.00

Approvals: (for purchasing office use only)

Mayor:____________________

Department Director:____________________

Purchasing Manager:____________________

Admin. Services Director:____________________

Budget Manager:____________________

Data Processing Mgr:____________________

H:\BUDGET\PROJECTS\RFPS\IMPACTFE\DUNCAN_P.WK4 *proposal to provide*

DEVELOPMENT IMPACT FEE REPORT

(RFP 2000-9)

submitted to

FAYETTEVILLE, ARKANSAS

submitted by

duncan associates

in association with
Cooper Consulting Company

September 2000

duncan associates
land development regulations
growth management
impact fees

September 12, 2000

Stephen Davis
Budget Manager
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: PROPOSAL FOR DEVELOPMENT IMPACT FEE REPORT, RFP 2000-9

Dear Mr. Davis:

On behalf of **Duncan Associates** and **Cooper Consulting Company**, I am pleased to submit the attached professional services agreement and summary of our qualifications to assist the City of Fayetteville in establishing a development impact fee system. I believe that you will find from a review of the enclosed material that we are well qualified to assist in this endeavor.

1. Our firm has extensive **regional and national experience**. In fact, we have prepared more impact fee studies for more public clients than any other consultant in the nation.
2. Our team has a **multi-disciplinary orientation**. We offer the city the combined efforts of impact fee specialists, attorneys, and planners.
3. Our impact fee studies **custom fit** our client's needs. They recognize the uniqueness of individual cities and counties and promote local growth management goals.
4. Our impact fee studies have a **high acceptance and adoption rate**. They are well supported by stakeholders and none has ever been successfully challenged in court.

As you will note, we have designed our scope of services to include an initial impact fee feasibility study (Phase I). After a review of Phase I, the City would then decide whether or not to proceed fully or partially (selected facilities) with Phase II.

We very much look forward to your consideration of our proposed professional services agreement and qualifications. Please do not hesitate to contact us if you have any questions. Thank you.

Very truly yours,
DUNCAN ASSOCIATES

James B. Duncan

James B. Duncan, FAICP
President

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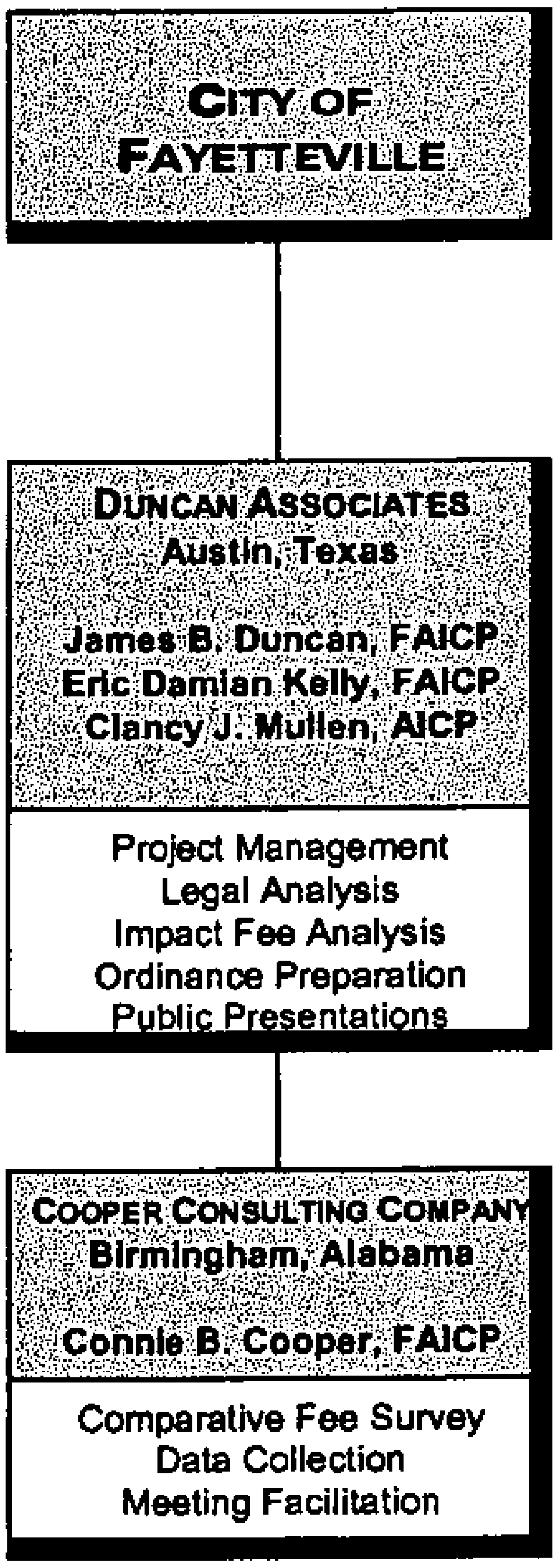
QUALIFICATIONS AND EXPERIENCE
- DUNCAN ASSOCIATES
  - Infrastructure Finance Clients
    - Atlanta, GA—Multi-Facility Impact Fee Study
    - College Station, TX—Multi-Facility Impact Fee Study
    - Colorado Springs, CO—Impact Fee/Excise Tax Study
    - Denton, TX—Water and Wastewater Impact Fee Study
    - Kansas City, MO—Arterial Street Impact Fee Study
    - Mesa, AZ—Multi-Facility Impact Fee Study
    - Orange County, FL—Multi-Facility Impact Fee Study
    - Santa Fe, NM—Multi-Facility Impact Fee Feasibility Study
    - Shelby County, TN—Impact Fee/Development Tax Study
  - Resumes
    - James B. Duncan, FAICP
    - Eric Damian Kelly, FAICP
    - Clancy J. Mullen, AICP
- COOPER CONSULTING COMPANY
    - Connie B. Cooper, FAICP

PROJECT ORGANIZATION

With the specific needs of this project in mind, we have assembled a consultant team with strengths in fiscal impact analysis, infrastructure financing and land use law. Our team consists of DUNCAN ASSOCIATES and COOPER CONSULTING COMPANY. Duncan Associates will be the lead firm and primary contractor with the City of Fayetteville. Team member roles will be as follows:



CITY OF FAYETTEVILLE

DUNCAN ASSOCIATES
Austin, Texas

James B. Duncan, FAICP
Eric Damian Kelly, FAICP
Clancy J. Mullen, AICP

Project Management
Legal Analysis
Impact Fee Analysis
Ordinance Preparation
Public Presentations

COOPER CONSULTING COMPANY
Birmingham, Alabama

Connie B. Cooper, FAICP

Comparative Fee Survey
Data Collection
Meeting Facilitation

- *Duncan Associates* will be responsible for legal analysis, policy issue identification, policy recommendations, impact fee analysis, ordinance drafting, overall project management, quality control and document preparation.
- *Cooper Consulting Company* will be responsible for the comparative development fee survey and local data collection.

DUNCAN ASSOCIATES is a consulting firm specializing in public infrastructure finance and land development codes. The firm, headquartered in Austin, Texas, employs eight professionals and has branch offices in Chicago, Illinois, Muncie, Indiana and Juno Beach, Florida. The firm began operations as James Duncan and Associates, a sole proprietorship, in 1987, was incorporated as James Duncan and Associates, Inc. in December 1997 and at that time began doing business as Duncan Associates.

COOPER CONSULTING COMPANY was established by Connie B. Cooper, AICP, in Birmingham, Alabama in 1990. Ms. Cooper has 25 years of experience in planning and community development at the state, county, and local levels. She has been a frequent associate of Duncan Associates on other projects, including preparing a comparative development fee survey for Kansas City, Missouri as part of our ongoing project to develop an arterial street impact fee for that municipality.

CITY STAFF. In addition to providing all available data about existing and projected development, capital facility planning and financial documents, we will rely on the City to schedule all interviews with City staff, and schedule and advertise advisory committee meetings and public hearings or workshops. It is estimated that City staff could devote up to 200 hours managing the project, attending meetings, gathering data and reviewing draft work products.

PROJECT APPROACH

The City of Fayetteville, Arkansas is seeking an consulting services to assist in the development of a system of impact fees. The Request for Proposals (RFP) asks the consultant to propose a fixed-fee price to provide the following services:

☐ a legal review identifying the City's authority and the legal requirements for impact fees established in state statutes and state and national case law;

☐ an impact fee study that calculates impact fees for all types of facilities provided by the City, including streets, bridges, drainage, sidewalks/trails, parks, water distribution and storage systems, sewer collection and treatment facilities, and traffic monitoring and control devices;

☐ an analysis of the effect of new impact fees on development, including ways to minimize the negative effects while still providing full funding for planned capital facilities;

☐ three sample adoption documents;

☐ attendance at six public meetings and/or public hearings to explain the findings of the study and present the adoption documents;

☐ a process that increases the ability of the City Council to adopt the impact fees;

☐ an automated, spreadsheet-based model that will enable City staff to calculated impact fee changes in the future, training to City staff in use of the model and program technical support for one year following acceptance of the final model;

☐ monthly project status reports in newsletter format; and

☐ specific implementation assistance to City staff.

The RFP states that the draft study should be completed in five months, and the entire project within six months of the project start date.

The City has $100,000 budgeted for this project, although price is a secondary consideration (sealed price proposals will be viewed only after firm qualifications) and additional funding is a possibility.

The City has prepared several planning documents that would be an integral part of this study. These include the *Fayetteville General Plan—2020* and the *Five-Year Capital Improvements Program, 2000-2004*. Additionally, the City's recent budget and comprehensive annual financial report (CAFR) will prove critical to this study.

The City's RFP asks for more in the way of consultant services than it probably needs or can afford within its current budget. The requested time schedule of six months also seems, in our experience with these types of projects, to be somewhat constrained. We asked staff if the City would be willing to consider modifications to its requested scope of services, and were told that it would.

In an impact fee project, the cost of consultant services is strongly related to the number and type of facilities for which impact fees are to be calculated. It is very difficult to give a fixed-fee price to develop an unknown number of impact fees. When a community does not already know the facilities for which they desire to have impact fees developed, we generally propose an initial "policy directions" phase to the project, during which we can assist the governing body in selecting the facilities to be included in the second, "implementation" phase of the project during which detailed impact fee studies and implementing ordinances are prepared.

We are not in the business of selling "canned" spreadsheet models that calculate impact fees. There are such models on the market, but we do not believe that they truly reflect the unique characteristics of individual communities. The problem with automated models is that they must be either very simplistic, in which case they are too rigidly geared to a single methodology and type of inputs, or else they are so complex that significant training is required to operate them.

What we do provide is a clearly-drafted report that walks the reader step-by-step through all of the data, assumptions, methodological choices and calculations involved in the impact fee determinations. The study is accompanied by an Excel spreadsheet that includes all of the data and calculations. The spreadsheet is clearly organized to guide the user toward the input cells, but at the same time provides the flexibility to the user to modify it at will to accommodate changes in inputs or even revisions to the methodology. There is no specialized training required to update one of our studies. The only skills required are the ability to think analytically, research and acquire current data, operate a word processing program and manipulate a spreadsheet.

We also generally do not recommend that our clients spend large sums of money on economic studies that try to determine the effect of impact fees on the pace of development or the cost of housing. Economic theory suggests that, in competitive markets, if impact fees are known in advance and are stable, they will be absorbed in the cost of land and will have negligible effects on housing costs over the long run. We do recognize, however, that local community leaders often feel that they need to be competitive in their development fees with comparable jurisdictions. Consequently, we propose to conduct a comparative survey of development fees and exactions in up to 10 jurisdictions identified by the City. It is expected that the survey will demonstrate that even in cities that do not have a formal system of impact fees, developers are subject to a range of land dedication requirements, traffic mitigation exactions and utility connection fees.

It is our position that one should base impact fees not on hypothetical or desired levels of service (which may fail to be realized), but on the existing and anticipated levels of service as represented by the City's existing infrastructure and its adopted capital improvement plans. This establishes the closest "nexus" possible between the level of the fee, the community's current service levels and its future service levels as represented by its official policy and planning documents. Fees based on desired levels of service can present problems (particularly in states where these issues have not been previously litigated) if fees are based on a standard that is not achieved in a reasonable time. Accordingly, we would rely on an assessment of the City's current capital facilities and its adopted capital improvement plans as the basis for assessing levels of service for its capital facilities.

We strongly encourage the City to appoint a "stakeholder advisory committee" to participate in the development of the impact fees. It is very difficult to get the general public to get involved in an impact fee project, but homebuilders, developers and major landowners as well as anti-tax or growth control activists or organizations often want to be included in reviewing the technical details and having input on the policy recommendations. Aside from an initial orientation meeting, we have found that meetings with advisory groups are more productive when the members have received a copy of a draft study or ordinance a week or more in advance of the meeting.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF FAYETTEVILLE AND DUNCAN ASSOCIATES

This Professional Services Agreement is made as of October ____, 2000, by and between the City of Fayetteville, a political subdivision of the State of Arkansas (City) and James Duncan and Associates, Inc., a professional corporation doing business as Duncan Associates located in Austin, Texas (Consultant).

WHEREAS, City desires to engage Consultant to perform certain services relating to the development of impact fee reports, studies and ordinances.

WHEREAS, the scope of services has been divided into two phases, and this contract covers Phase One, which addresses the issue of which facilities should be included in the development of impact fee ordinances in Phase One.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

1. **Scope of Agreement**. Consultant's relationship to City shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement.

2. **Professional Services**. Consultant shall furnish services to City as set forth in Phase One of Exhibit "A," which is attached hereto and incorporated herein by reference.

3. **Deliverables and Schedule**. Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and will complete the services and deliverable pursuant to the schedule for Phase One as set forth in Exhibit "B." Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.

4. **Compensation and Hourly Rates**. For Phase One services provided by Consultant as described in Exhibit "A," City shall compensate Consultant based upon the completion of individual tasks and in accordance with the fee schedule for Phase One outlined in Exhibit "C". Payment of each such invoice shall be due to Consultant within thirty (30) days of receipt by City.

5. **Subcontracting**. It is understood that the Consultant will use the services of Cooper Consulting Company as a subcontractor in the performance of certain services as presented in Exhibit "A." Any other subcontractor relationships must first be approved by the City.

6. **Conflict of Interest.** Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services hereunder. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.

7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to date of such termination.

8. **Ownership of Documents.** All documents prepared in the performance of this Agreement shall be delivered to City before final payment is made to Consultant.

9. **Amendments.** No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

10. **Venue.** The laws of the State of Arkansas shall govern the construction and interpretation of this agreement..

11. **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it effect the enforceability of that provision or the remainder of this Agreement.

IN WITNESS WHEREOF, City and Consultant have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

ATTEST:

JAMES DUNCAN AND ASSOCIATES, INC.

____

By: ______________________
James B. Duncan, President

ATTEST:

CITY OF FAYETTEVILLE

____

By: ______________________

Exhibit A
SCOPE OF SERVICES

The project will be divided into two phases. Phase One: "Policy Directions," will review the legal framework, review local data and potential fees, and determine in conjunction with local officials the type of impact fee system that should be developed in the second phase.

Phase Two will implement the policy directions provided by the City at the conclusion of Phase One. It could entail the potential development of impact fees for water, wastewater, roads, stormwater drainage, parks, trails, libraries, general government, solid waste, police and fire protection facilities.

The project will be accomplished through completion of the following tasks:

Phase One: Policy Directions

Task 1.1:	Project Organization/Data Collection
Task 1.2:	Legal and Policy Analysis
Task 1.3	Policy Directions Workshop

Phase Two: Implementation

Task 2.1:	Impact Fee Studies
Task 2.2:	Implementing Ordinances
Task 2.3:	Public Participation

PHASE ONE: POLICY DIRECTIONS

TASK 1.1: PROJECT ORGANIZATION/DATA COLLECTION

The first phase of the project will start with data collection and project organization. Immediately upon contract execution, we will work with the Project Manager to schedule joint or back-to-back meetings with key members of City staff.

At these initial organizational meetings, we will gather available information related to the project; identify major policy issues involved in formulating a City impact fee program; conduct initial informational interviews with the City's planning, legal, finance and capital projects managers; coordinate staff and Consultant responsibilities; and establish the project schedule. One issue to be addressed at this meeting is the comparison cities to be included in the development fee survey to be conducted in Task 1.2.

The City should provide the consultant team, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work. These may include, but are not limited to:

- ☐ adopted land use and facility plans
- ☐ capital improvements programs
- ☐ data on existing development served by City (dwelling units by housing type and nonresidential building square footage by land use type—data may need to be by subarea for geographically-specific analysis)
- ☐ inventories and maps of existing facilities and pertinent descriptive data by major facility type
- ☐ annual budgets and comprehensive financial reports
- ☐ land development regulations
- ☐ ordinances and policies regarding land dedication or exactions for water, wastewater, parks, roadways, drainage and electric power facilities
- ☐ descriptions of existing processes for securing private participation in public infrastructure construction, including annexation agreements
- ☐ debt payment schedules for outstanding bond issues relating to transportation, drainage, water, wastewater, park, trails, library, fire and police protection facilities

At the conclusion of the task, we will prepare a memorandum summarizing the organizational framework for the project and listing additional data to be provided by the City. The DATA NEEDS MEMORANDUM will be delivered to the Project Manager within two weeks of the organizational meetings.

<u>DELIVERABLES:</u>	ONE DAY OF MEETINGS DATA NEEDS MEMORANDUM

TASK 1.2: LEGAL AND POLICY EVALUATION

Once preliminary data collection is complete, we will review applicable statutory and case law and outline the legal framework for impact fees in Arkansas. The initial draft of the legal memorandum will be submitted to the City Attorney's office as a LEGAL MEMORANDUM. Following review by the City Attorney, all or portions of the legal analysis may be incorporated into the policy memorandum.

Also as part of this task, we will also conduct a survey of development exactions, impact fees and utility connection fees imposed by up to 10 comparative municipalities in Arkansas or neighboring states. The development exactions and fees assessed by the surveyed communities will be compared to Fayetteville's existing and potential fees in a COMPARATIVE DEVELOPMENT FEE SURVEY memorandum.

Finally, we will analyze Fayetteville's current development exaction policies, existing capital facilities and levels of service, growth projections, capital improvements programs, and existing debt load as additional background data for the policy recommendations. The policy issues to be addressed in the development of a impact fee system include levels of service, service area or benefit district boundaries, effect of impact fees on affordable housing, infill and redevelopment, economic development, downtown development and other relevant issues.

The most critical of these issues is the types of impact fees that should be developed for the City in Phase Two. The evaluation will be based on selected criteria, including legal authority, general plan implementation, net revenue potential over current exactions, fairness between existing and future residents, equity between developers, regional competitiveness, and ease of administration.

Another issue to be addressed, especially for roads, is how impact fees would affect existing development exaction practices (e.g., standard right-of-way dedication and improvements to adjacent arterials) and developer/annexation agreements. This analysis will involve a number of policy issues, such as what kinds of costs are included in the road impact fee (e.g., are interchange cost included? right-of-way costs? collectors?) and what kind of developer improvements are eligible for impact fee credits.

The likely magnitude of potential fees in relation to existing exaction practices is an obvious consideration in the selection of the facilities to be addressed in Phase Two. However, we do not propose in this phase to perform preliminary calculations of potential fees or attempt to determine the average value of exactions. Instead, we will present already available information on average impact fees around the country and development fees charged in comparison cities, as well as qualitative information on cost recovery through road and other types of exactions.

Based on the analysis of these issues, the consultant team will make preliminary recommendations on whether the City should proceed with impact fees, which facilities to address first and how each of those fee systems should be structured. We will summarize the analysis in a POLICY DIRECTIONS MEMORANDUM identifying key legal and policy issues involved in establishing a City impact fee program. The POLICY DIRECTIONS MEMORANDUM will present and evaluate alternatives and options available to the City and conclude with a recommended course of action.

DELIVERABLES:	LEGAL MEMORANDUM COMPARATIVE DEVELOPMENT FEE SURVEY POLICY DIRECTIONS MEMORANDUM

TASK 1.3: POLICY DIRECTIONS WORKSHOP

Following delivery of the POLICY DIRECTIONS MEMORANDUM, a workshop will be scheduled with the City Council. The work session will be designed to address the issues raised in the memorandum and to provide policy direction for the remainder of the project. The findings and recommendations of the policy analysis and any proposed modifications to the scope of services for Phase Two will be presented to the City Council at the workshop. The consultant team shall prepare exhibits and handouts suitable for such public meetings that illustrate and summarize the results and recommendations of the Phase One analysis.

DELIVERABLE:	POLICY DIRECTIONS WORKSHOP

PHASE TWO: IMPLEMENTATION

Task 2.1: Impact Fee Studies

Following the POLICY DIRECTIONS WORKSHOP, we will prepare impact fee studies for those facility types selected by the City Council. The impact fee studies will include all of the elements mandated by statutory and constitutional requirements. These elements include an inventory of existing capital facilities; the cost of improvements required to remedy any existing service deficiencies; and the cost of improvements required to accommodate increased service demands.

The impact fee studies will calculate the cost per service unit to provide new development with the existing or adopted level of service, as well as appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. Each study will include a table that establishes the number of service units and amount of facility demand associated with different land use types. Finally, the studies will include, for each of the facility types, a net unit cost schedule that represents the maximum impact fees that could be charged.

We will prepare two drafts of the impact fee studies. The final draft will reflect staff and advisory committee comments on the initial draft. We will deliver an initial draft of the impact fee studies within twelve weeks following the POLICY DIRECTIONS WORKSHOP. If staff and stakeholder advisory committee reviews could be completed in two weeks, we could deliver the final drafts 20 weeks after the POLICY DIRECTIONS WORKSHOP.

The final draft of the study will be delivered in both original and digital format. It will be accompanied by a spreadsheet in Excel 97 or other format specified by the City that contains all of the impact fee calculations and can be used by staff to easily update the study.

<u>DELIVERABLES</u>:	DRAFT IMPACT FEE STUDIES FINAL IMPACT FEE STUDIES

Task 2.2: Implementing Ordinances

We will prepare initial and final drafts of the City impact fee ordinances and deliver them concurrently with the impact fee study drafts. The drafts will be prepared in the standard formats used by the City. The ordinances will include provisions relating to impact fee assessment, collection, credits, refunds, appeals, study updates and other provisions necessary to ensure due process and conformance with relevant impact fee case law. The ordinance will also amend the City's existing code to modify dedication, exaction or development fee provisions to be consistent with the proposed impact fees and applicable law. If desired by the City, we can provide up to three alternative ordinances adopting the fees at varying percentages of the maximum fees calculated in the study. Final drafts of the ordinances will be prepared and delivered to the City following a local review meeting included in Task 2.3. The final draft will be provided in both original and digital format. We will also provide staff with samples of administrative forms used by other jurisdictions in implementing an impact fee system.

DELIVERABLES:	DRAFT IMPACT FEE ORDINANCES FINAL IMPACT FEE ORDINANCES SAMPLE ADMINISTRATIVE FORMS

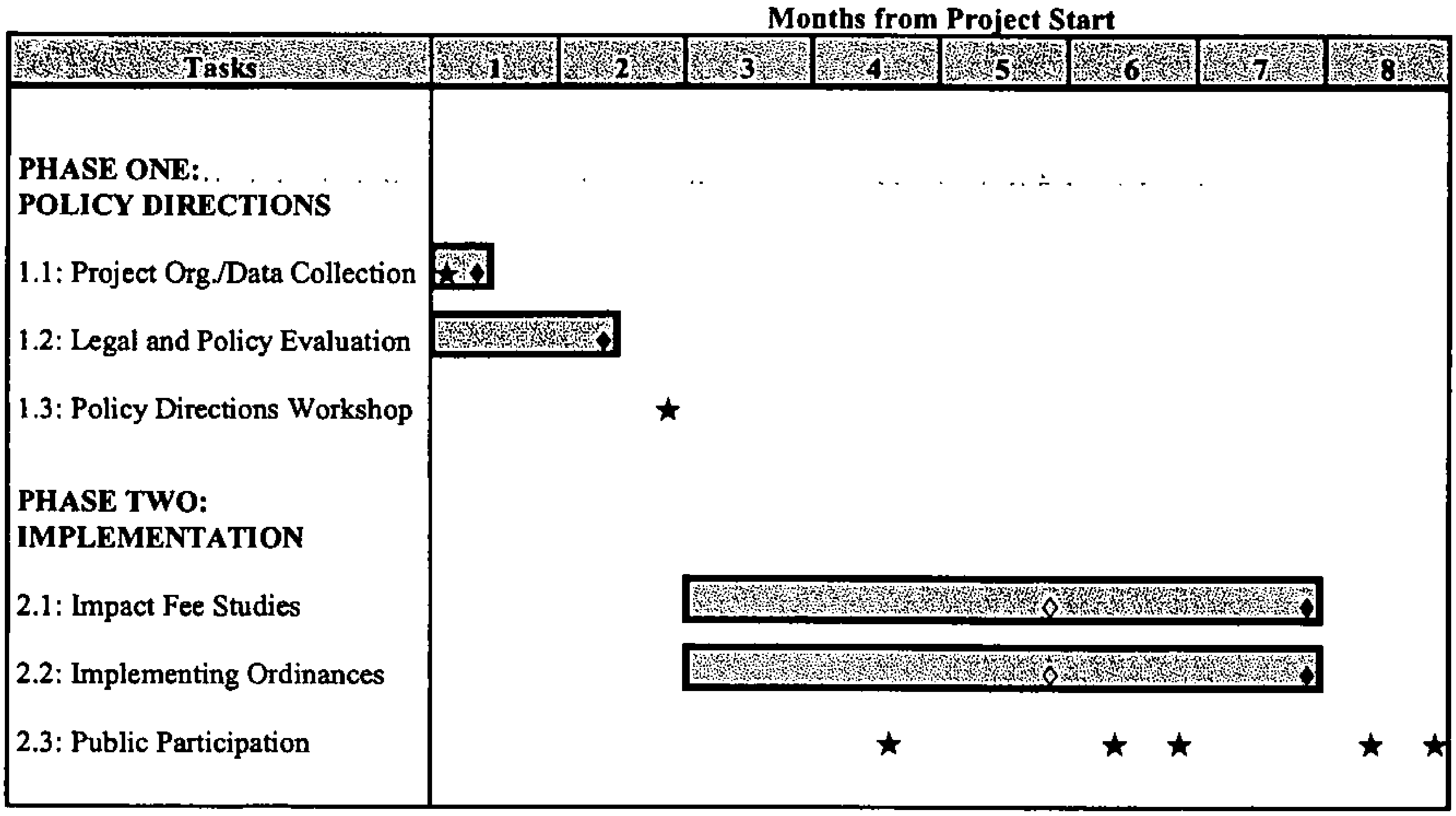
Task 2.3: Public Participation

Throughout Phase Two of the project, key members of our team will be available to attend and participate in up to five meetings with City staff, a stakeholders advisory committee, Planning Commission, City Council, or the general public as desired by the City. Joint meetings or multiple meetings held on the same day will count as one meeting. It is anticipated that several days of meetings will be held following delivery of draft studies and ordinances. The consultant team will prepare exhibits and handouts suitable for public meetings that illustrate and summarize the results and recommendations of the Phase Two: Implementation portion of the project. The meetings should be scheduled approximately two weeks after delivery of the draft documents to provide time for local review prior to the meetings. Although work on all of the facility types will occur concurrently and may be combined into a comprehensive impact fee study and ordinance, the meetings could be combined or staggered depending on local desires for review and/or public input. This task is limited to a maximum of eight person-days of out-of-town consultant time. Team members will also be available for additional meetings on a time plus expense basis.

DELIVERABLE:	FIVE DAYS OF MEETINGS

Exhibit B
PROJECT SCHEDULE

The City's RFP suggests that the draft studies should be completed in five months and the entire project within six months. In our experience this may be somewhat constrained. Our proposed schedule includes a two-month initial phase that is required to determine what types of fees should be developed during the second phase. While initial drafts of the studies and ordinances could be completed within the first five months as desired by the City, the entire process, including public participation and revisions to the initial drafts, is likely to take somewhat longer than the additional month allowed in the City's contemplated schedule. The schedule for all tasks in Phase One begins with the project organization meeting in Task 1.1.



◊ = draft deliverable ♦ = final deliverable ★ = meeting/presentation

Exhibit C
CONSULTANT COMPENSATION

The total cost of the professional services described in the accompanying proposal for Phase One is $30,020. This lump-sum budget includes all direct and indirect expenses incurred by the consultant team in performing the services. The breakdown of project cost by task is presented below.

The proposed scope of services and budget for Phase Two may be modified following the completion of Phase One. Additional services beyond those specified in the accompanying Work Plan may be negotiated or billed on a time and expense basis at the hourly rates provided on the Schedule of Professional Fees and Expenses.

Task	All Facilities	Selected Facilities
Task 1.1: Project Organization/Data Collection	$5,760	$5,760
Task 1.2: Policy Directions Memorandum	$18,500	$18,500
Task 1.3: Policy Directions Workshop	$5,760	$5,760
Subtotal, Phase One	$30,020	$30,020
Task 2.1a: Major Roads (e.g., Arterials)	$12,800	$12,800
Task 2.1b: Water	$12,040	$12,040
Task 2.1c: Wastewater	$12,040	$12,040
Task 2.1d: Parks and Trails	$11,280	$11,280
Task 2.1e: Libraries	$5,550	
Task 2.1f: General Government	$6,150	
Task 2.1g: Solid Waste	$4,600	
Task 2.1h: Fire Protection	$5,360	
Task 2.1i: Police Protection	$5,360	
Task 2.1 Subtotal*	$75,180	$48,160
Task 2.2: Implementing Ordinances	$9,000	$9,000
Task 2.3: Public Participation	$11,250	$11,250
Subtotal, Phase Two	$95,430	$68,410
Total Project	**$125,450**	**$98,430**

The City will be billed monthly based on percent completion of individual tasks. The City's Project Manager will be provided with a written progress report accompanying each monthly invoice.

* Storm drainage not included because most communities lack sufficient data to support development of drainage impact fees.

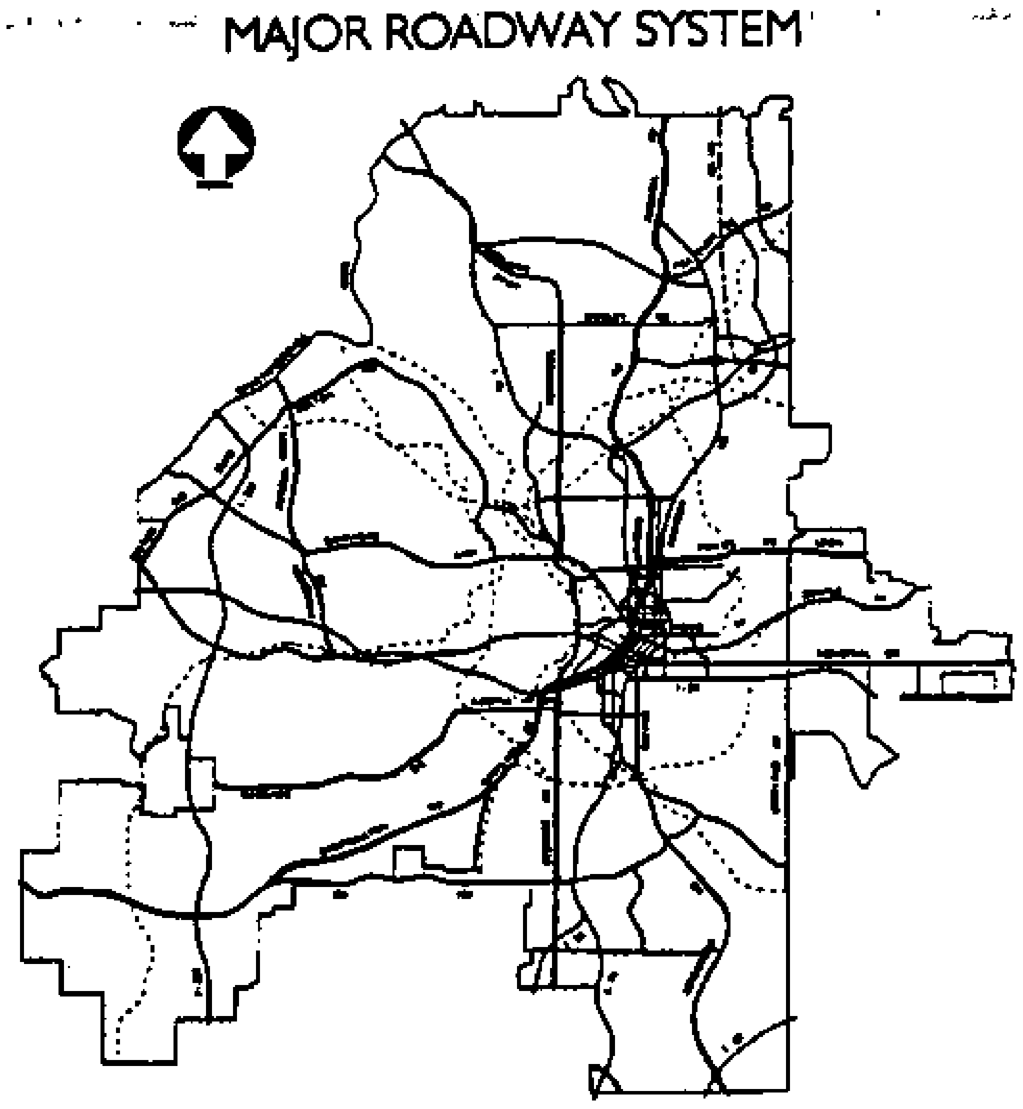
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

	Quoted Rates
Principal	$125
Land Use Attorney	$150
Senior Associates	$95
Associates	$75
Other (specify):	
Connie Cooper, Cooper Consulting	$100
Per meeting cost to add or delete a meeting	$2,250

Atlanta, Georgia
Multi-Facility Impact Fee Study

For the City of Atlanta, Duncan Associates prepared a multi-facility impact fee study that uniquely promoted local growth management objectives relating to affordable housing, economic development and multi-modal transportation. The study specifically calculated impact fees for road, park, drainage, fire and police facilities and connection fees for water and wastewater facilities. While connection fees are similar to impact fees, they are much easier to design and apply under the *Georgia Impact Fee Act*.

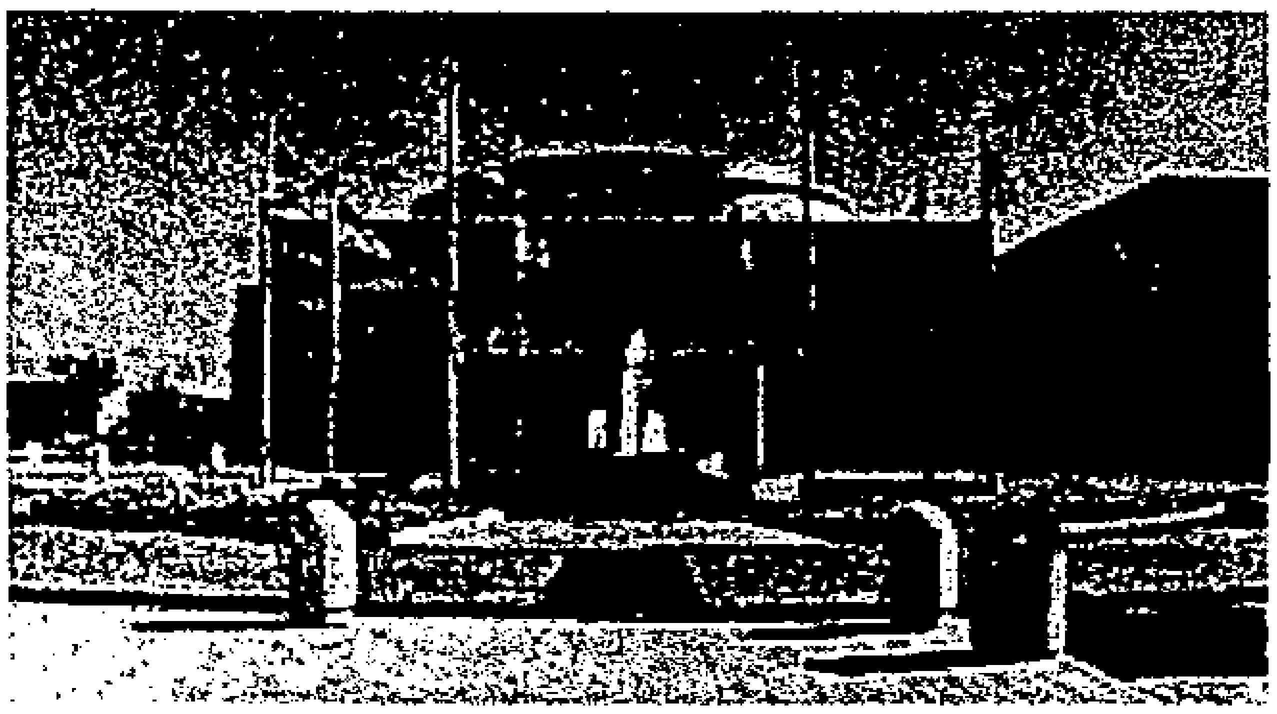
Throughout the study, every attempt was made to design fees that reflected the local characteristics and concerns of Atlantans. For example, new uses in the downtown area or near MARTA stations were given a significant reduction in road impact fees because of their greater use of rapid transit and lesser reliance on roads. Through the concept of recoupment (being paid back for prior facility investments which will serve new growth), excess park and public safety facility capacities allowed the waiver of impact fees for certain projects. An important advantage of the recoupment concept is that required fees can be waived for qualifying projects without reimbursing the impact fee account or they can be spent in areas not meeting benefit principles. Most Atlanta fee waivers were restricted to development in established enterprise zones. A single service area and a city-wide service level was recommended for roads and only arterial roads were incorporated in the fee . Water and wastewater connection fees were designed to recapture system capital costs and be collected outside the city. Three service areas were identified for park fees and the service level was based on a "functional population" methodology that allocated impacts between residential and nonresidential uses. Fire/EMS and police impact fees were applied citywide and also based on a functional population methodology. Both park and public safety fees were recoupment fees, which could be waived for development projects which met certain prescribed criteria.



The study also analyzed various issues involved in complying with the *Georgia Impact Fee Act*, outlined important policy directions to guide the preparation of impact fee studies, compared recommended impact fee levels with "competitive" communities, analyzed fee relationships to the City's Comprehensive Plan and Capital Improvements Program, and summarized national and state judicial trends in the treatment of developer exactions and impact fees.

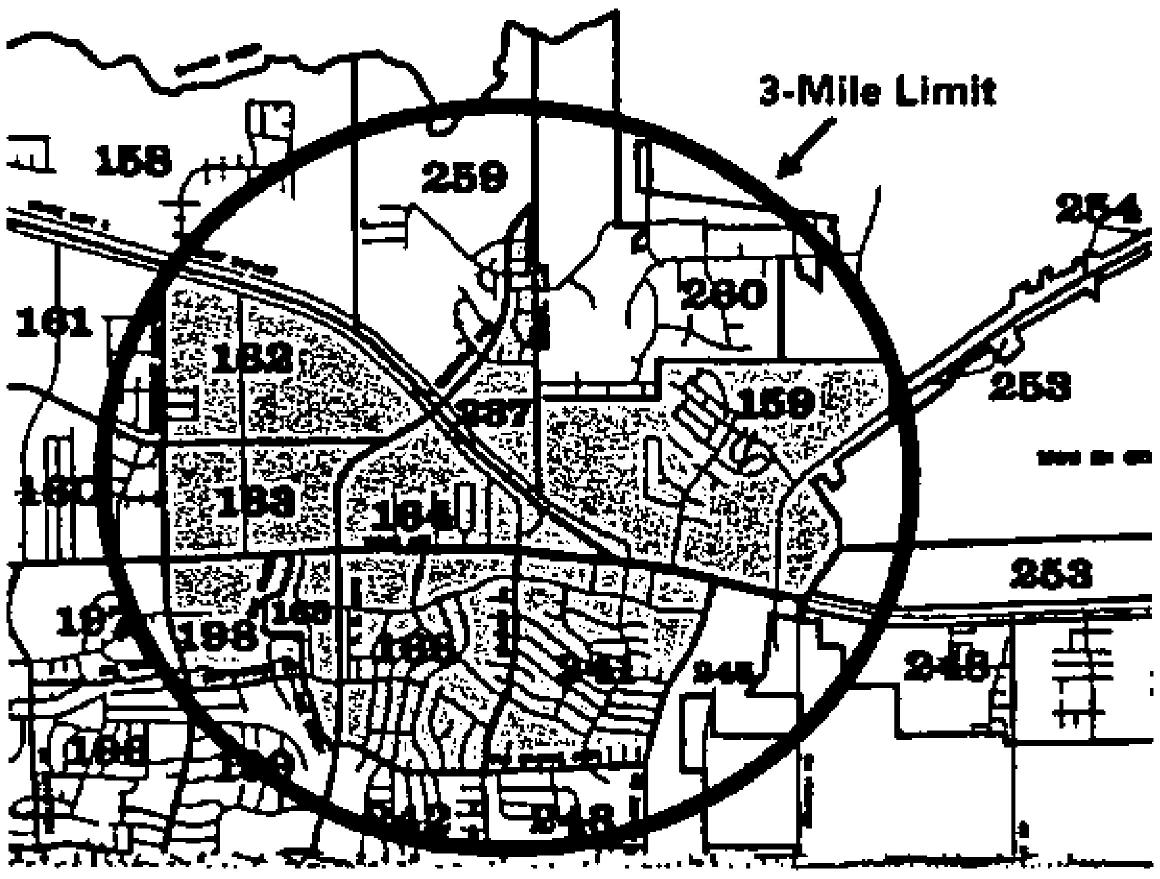
Period:	January 1992 - December 1993
Budget:	$340,000
Team:	Duncan Associates (Lead) Rimrock Consulting Dr. Arthur C. Nelson LRE Engineering Webb & Webb, Attorneys The Sales Law Group, P.C. Williams-Russell & Johnson
Contact:	Fernando Costa, former Planning Director City of Atlanta 817.871.8042

College Station, Texas
Multi-Facility Impact Fee Study



For the City of College Station, Duncan Associates assessed the feasibility of adopting impact fees for road, drainage, water and wastewater facilities. In order to develop legal impact fees, the City had to prepare specified technical studies and follow a defined public involvement process. The study evaluated impact fee feasibility in terms of data adequacy; appropriateness of fees for different geographic areas; planning consistency; administrative ease and costs; revenues and cost effectiveness; and equity. The study recommended that the City consider impact fees for drainage, water and wastewater, but not for roads. The study found no compelling justification for road impact fees because local arterials were almost all state highways, and the cost of upgrading such facilities can not be included in impact fees in Texas. Road impact fees would also be merely another way of accomplishing what the City then accomplished through its development exaction process.

TRANSPORTATION SERVICE AREA



The study indicated that the City needed a detailed drainage master plan before proceeding with the preparation of a drainage impact fee. The study also suggested that the City consider using drainage utility charges and drainage impact fees in tandem as a means of equitably distributing the costs of needed stormwater improvements among existing residents and new development. Drainage utility charges could be structured to cover the costs of operations and maintenance, as well as the improvement costs needed to address existing capacity deficiencies. Impact fees could then be used to finance major growth-related capital facilities. Such a program would result in the a very efficient and equitable method of financing needed drainage improvements.

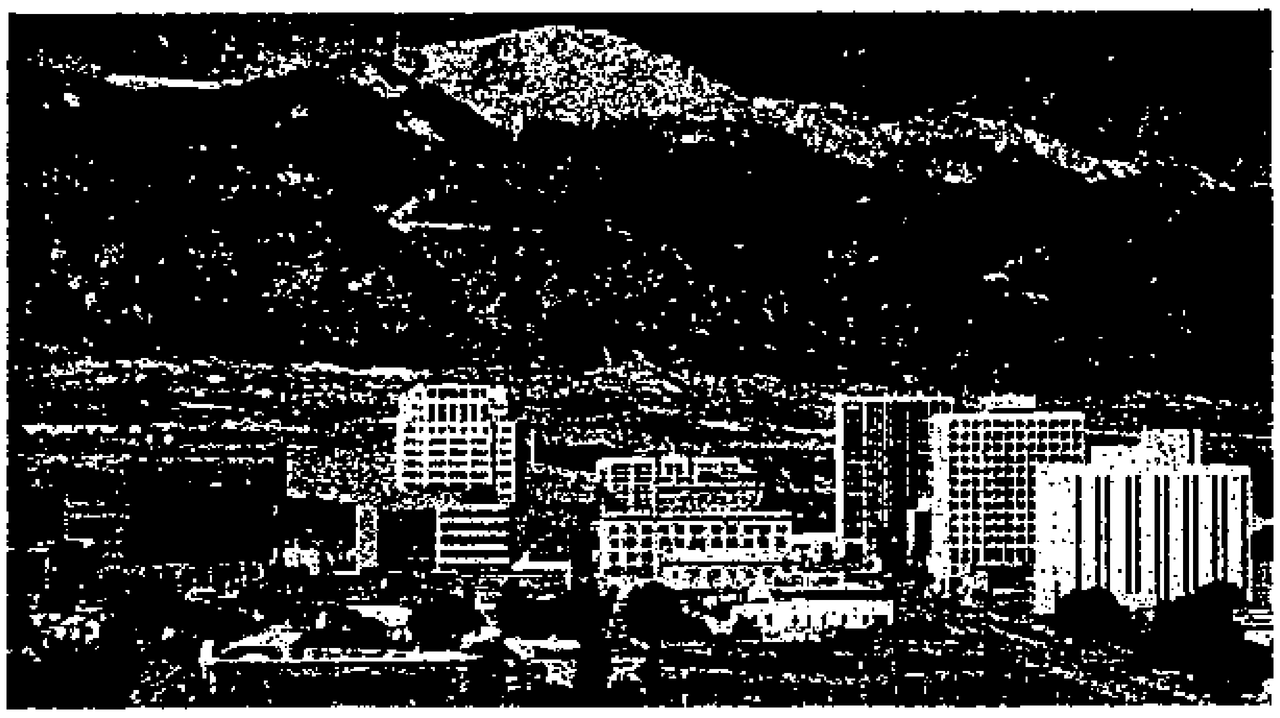
Water and wastewater impact fees were considered are feasible from the perspective of cost effectiveness and data availability. Because of the high mobility of local residents (college students), significant inter-generational inequities were not present. However, the City and its utilities had recently experienced high levels of growth, with associated capital costs imposed on local ratepayers. The addition of impact fees would diversify City financing approaches, limit bond financing and keep rates lower for all customers. Since the City already had most of the information required for an impact fee study, there would be little cost to implement a fee. Finally, projected revenues from impact fees were likely to far exceed the cost of developing and administering fees. For those reasons, the study recommended that the City implement water and wastewater fees.

Period:	September 1994 - September 1995
Budget:	$50,000
Team:	Duncan Associates (Lead) Rimrock Consulting Company Esmond Engineering
Contact:	Jim Calloway, Community Development Director City of College Station 409.764.3570

Colorado Springs, Colorado

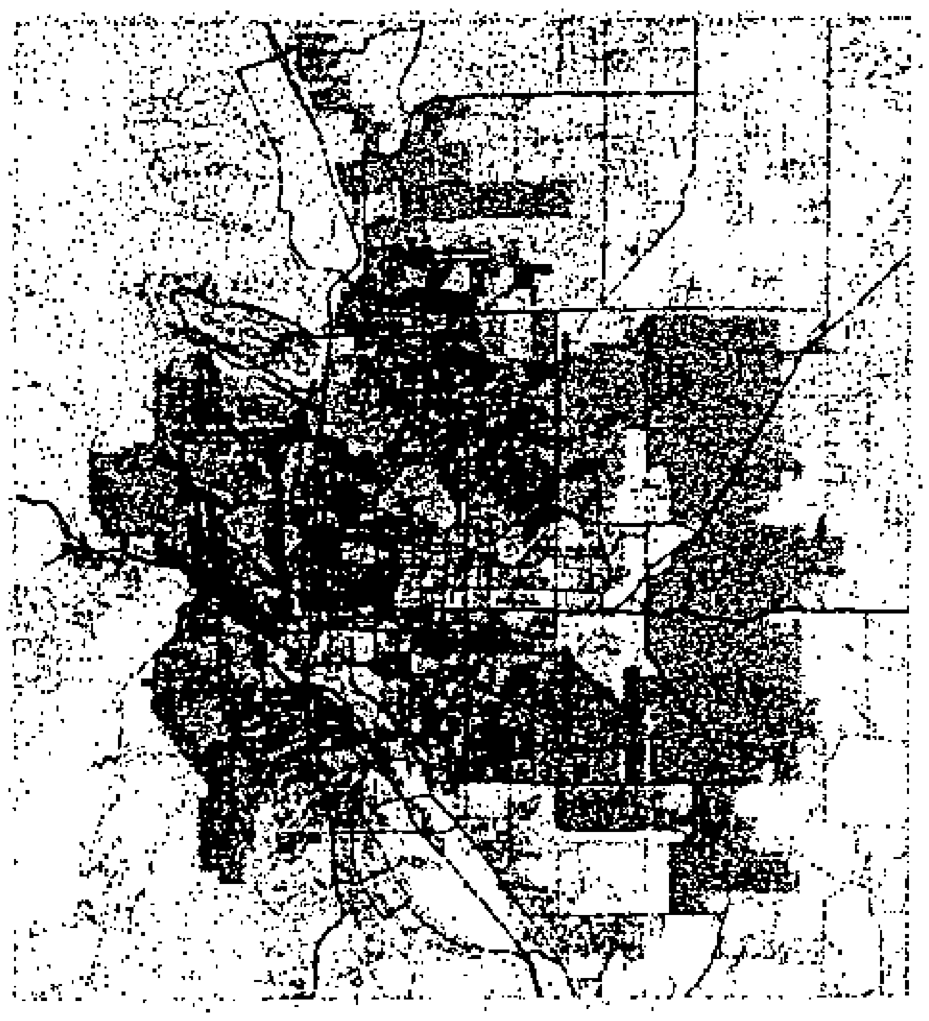
Impact Fee/Excise Tax Feasibility Study

For the City of Colorado Springs, Duncan Associates was asked to evaluate the feasibility of utilizing impact fees and/or development excise taxes as a means of funding capital facility needs caused by the city's recent rapid growth. Key questions addressed by the feasibility study were 1) whether or not the City should use an impact fee or development excise tax, and 2) if so, what types of facilities should be funded by impact fees or excise taxes.



The feasibility study reviewed current City developer exactions and fees, and determined that its drainage basin fees and water and wastewater connection charges clearly met the definition of impact fees. Other exactions that were examined included park and school land dedication and fee-in-lieu requirements and road exactions. Colorado Springs also makes extensive use of special districts, and several of these have been used to fund major improvements to the arterial street system.

FIRE STATIONS AND SERVICE AREAS



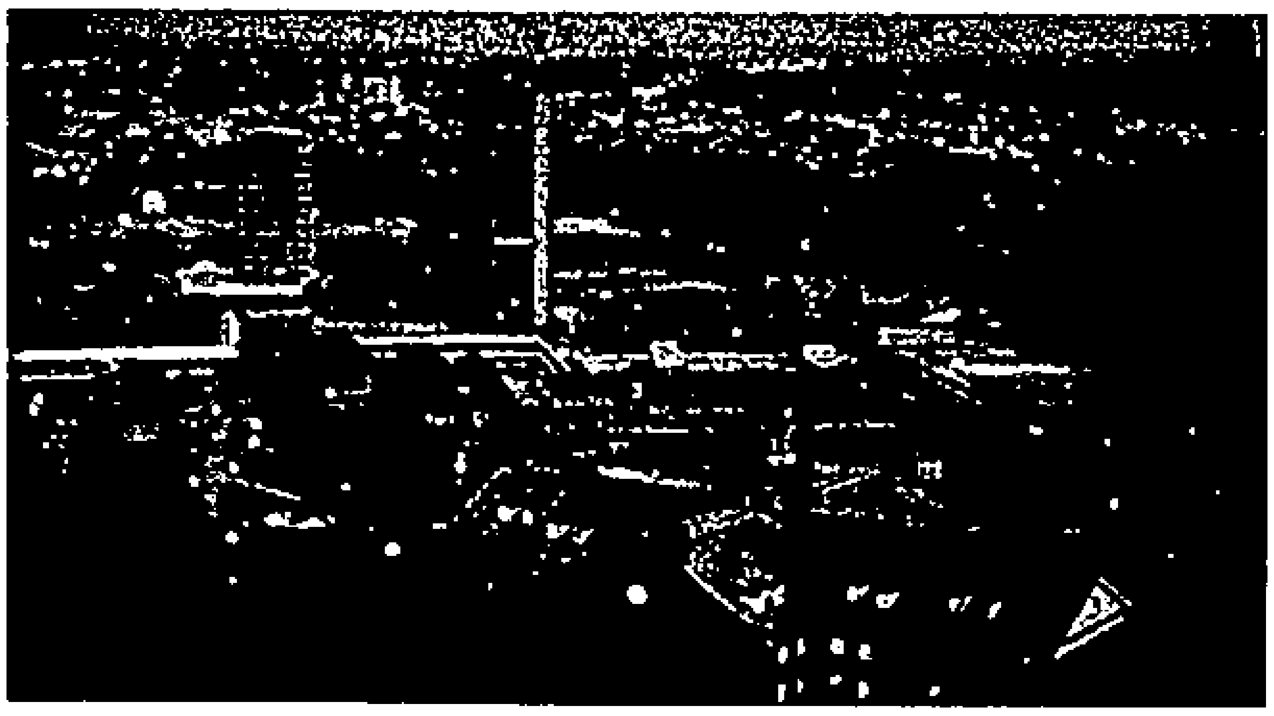
The feasibility study developed three tiers of recommendations. It concluded that, if Colorado Springs were going to make any single change in its development exaction policy, it should develop a road impact fee to fund city-wide arterial street improvements. The study indicated that a system of arterial street impact fees that provided credit to developers who were required to make arterial improvements as a condition of development approval would do much to "level the playing field" among developers, streamline the development review process, strengthen the legal defensibility of the City's road exaction policy, avoid the complexities inherent in establishing special districts to fund limited sets of improvements, and provide a major additional source of funding for growth-related road improvements. The study also noted that a development excise tax for arterial streets that provided credits would function so much like an impact fee that there would be no advantage in calling it a tax.

The second priority identified by the feasibility study was for Colorado Springs to update its land dedication/fee-in-lieu requirements for parks and school sites. The requirements were still based on 1970 census data and similarly outdated ratios of land to population or students, and updating them would help improve their legal defensibility. The third priority was for the City to consider either impact fees or development taxes for the other City facilities that are not currently subject to development exactions: park development (as opposed to land), fire/EMS, police and general government facilities. The City Council reviewed the feasibility study and authorized Duncan Associates to proceed with the development of impact fees for arterial streets, parks, police and fire/EMS facilities.

Period:	November 1998 - Present
Budget:	$100,170
Team:	Duncan Associates (Lead) TranSystems Corporation
Contact:	Ira Joseph, Comprehensive Plan Manager City of Colorado Springs 719.578.6299

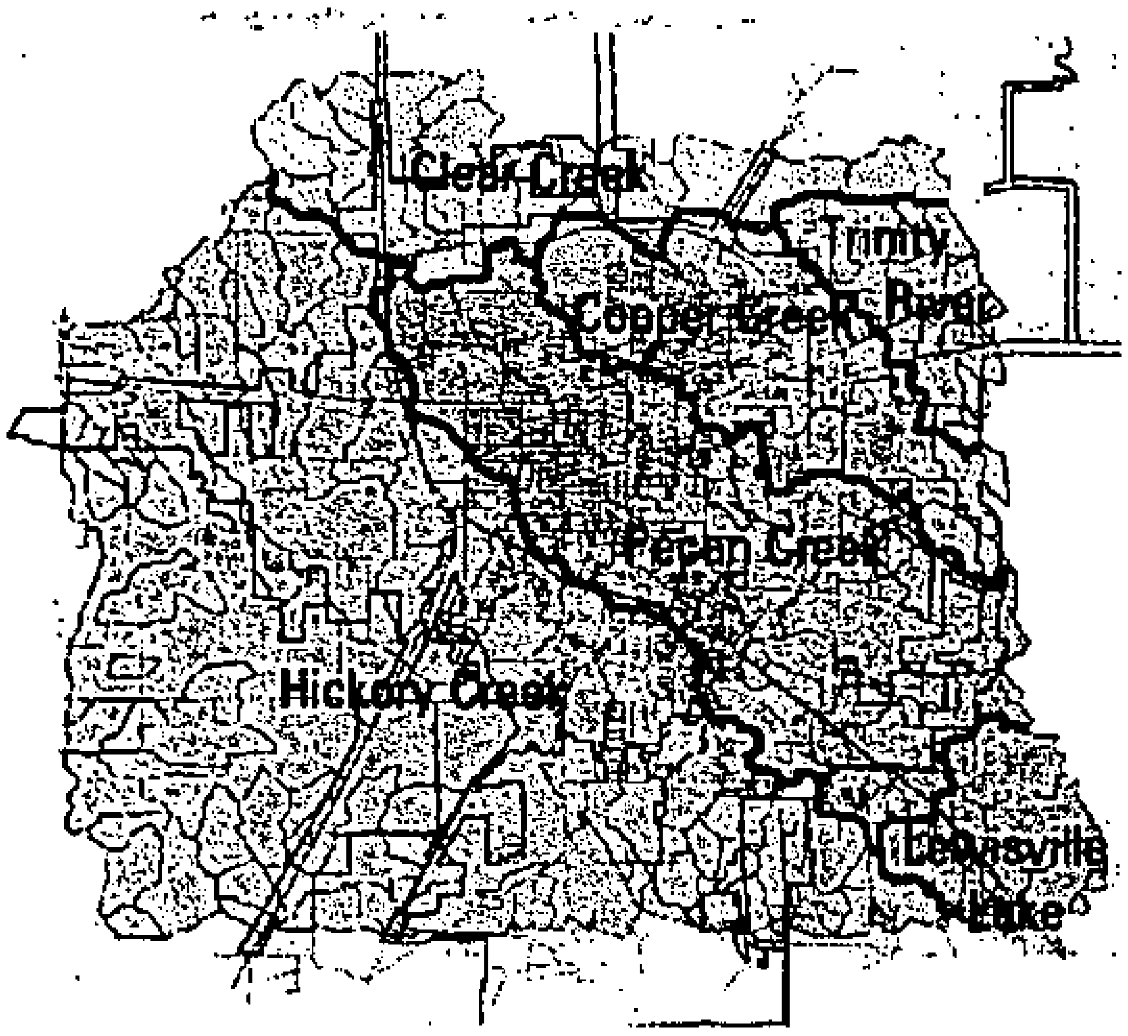
Denton, Texas

Water and Wastewater Impact Fee Study



For the City of Denton, Duncan Associates prepared an impact fee study justifying water and wastewater facilities and an impact fee feasibility study relating to transportation and drainage facilities. Water and wastewater facilities were studied in two phases. The initial phase addressed centralized water supply, treatment and storage facilities and wastewater treatment facilities. A subsequent phase will address water transmission and distribution and wastewater collection facilities. The second phase will be based on the preferred development scenario resulting from the City's current comprehensive planning effort. Pursuant to the study, the City adopted new water and wastewater impact fees of $2,527 per service unit or $2,044 for water and $483 for wastewater.

MAJOR WATERSHEDS

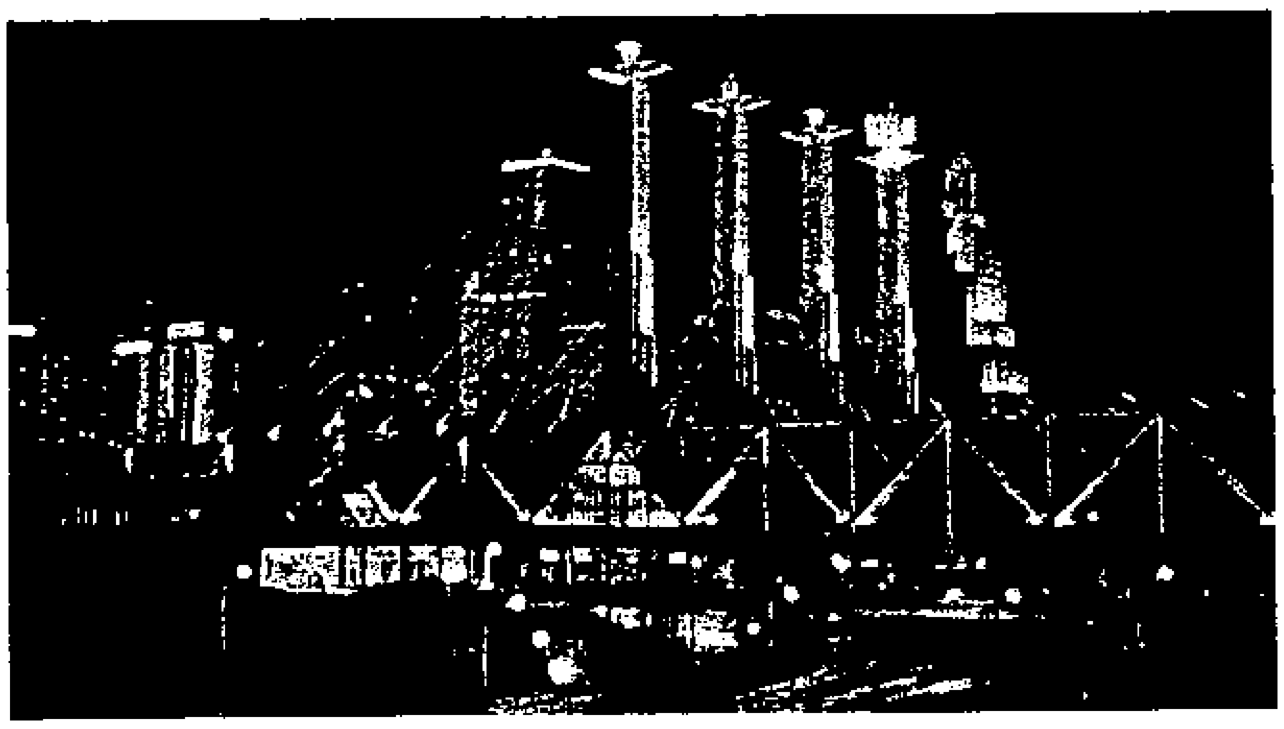


The feasibility report examined the desirability of the City implementing impact fees for road and drainage facilities and identified various policy options for the design of "variable rate" fees. The study pointed out that needed major road improvements were fee-ineligible State roads, and were already funded with approved bond issues or were likely be funded by developers through the exaction process. The city would also have to be divided into numerous service areas and an expensive transportation model would be required to support the fee system. In other words, a road impact fee system would be costly to develop, would not apply equitably throughout the city, and would not be able to fund a large number of improvements. Consequently, the study indicated that the City would be better served by retaining its existing system of developer exactions for road improvements.

On the other hand, the study noted that a drainage impact fee applied to the Hickory Creek watershed south of the city could generate needed funds to acquire land or easements in floodplain areas that the City could not require developers to dedicate. The study did indicate, however, that the City would first need to prepare a detailed drainage master plan of the area that complied with the impact fee act requirements. The drainage master plan would need to be based on growth projections being developed as part of the City's current comprehensive planning process. A drainage impact fee for the City's southern ETJ could be combined with a city-wide drainage utility fee that could help fund remedies to existing drainage problems as well as on-going maintenance costs. The studies required to develop a drainage utility fee would be much simpler and less expensive than those required to support a drainage impact fee.

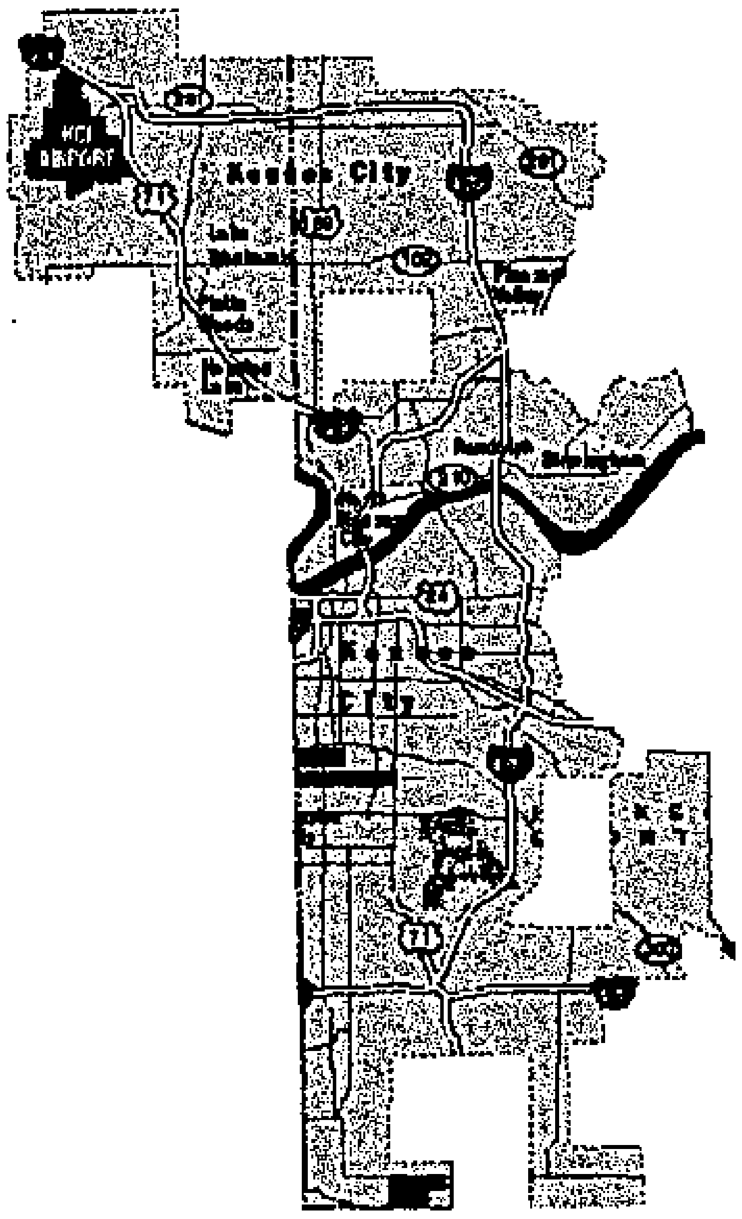
Period:	August 1998 - Present
Budget:	$75,000
Team:	Duncan Associates (Lead) Applied Geographic Technology Alan Plummer Associates Dahlstrom McDonald, Attorneys
Contact:	Jill Jordan, Utilities Director City of Denton 940.349.7326

Kansas City, Missouri
Arterial Street Impact Fee Study



For the City of Kansas City, Duncan Associates prepared an arterial street system impact fee study for that area of the city north of the Missouri River. The Northland area was chosen by the City Council for the impact fee study since it is the location of most of the city's vacant developable land and it is where most of the city's new growth and development is occurring.

The study included a comprehensive legal analysis to determine if adequate authority exists for the City to impose arterial street impact fees. Risk factors were identified to help City legal staff make a sound recommendation in regard to imposing such fees. The analysis addressed such technical details as the ability of the City to advance construction funds and recover them from impact fees, use of credits for existing or future contributions by developers, implementation of policy matters through impact fees (such as encouraging particular types of development), and required planning and analytical basis for impact fees in Missouri. It also reviewed the City's authority to implement other financing techniques, such as development taxes, utility fees and utility districts.

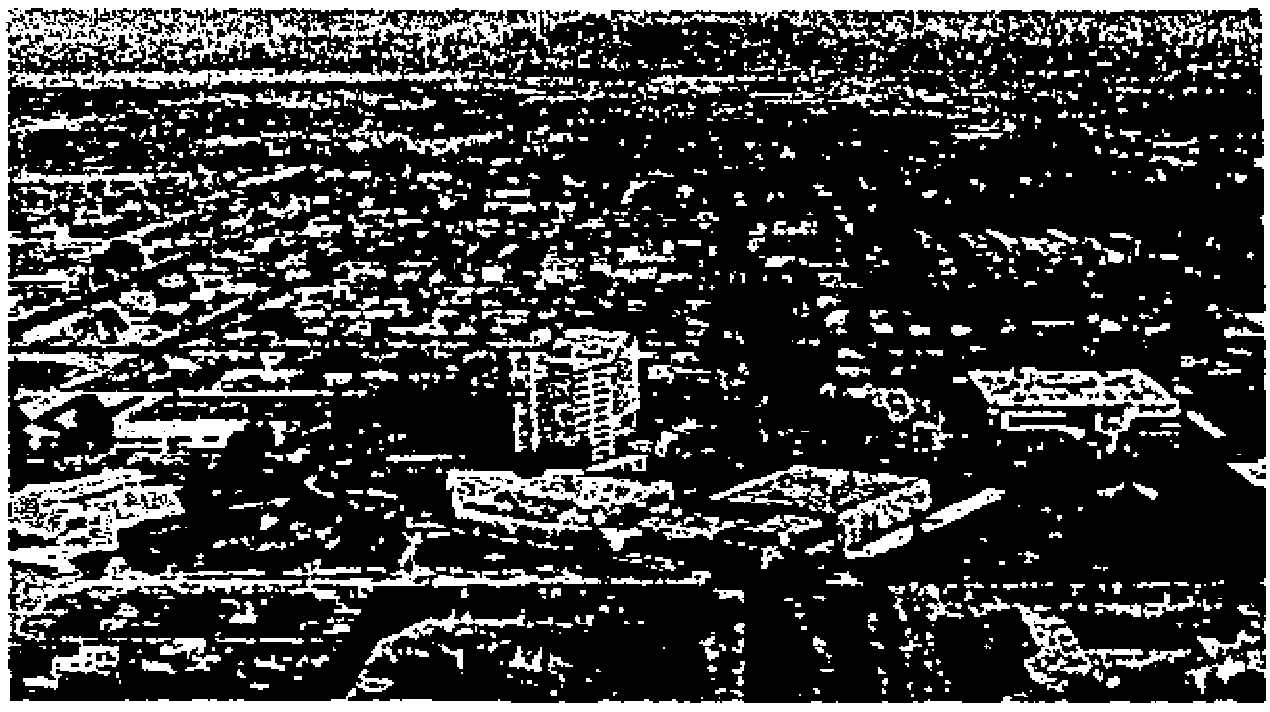


A comparative survey of alternative road financing techniques used in 25 similar or competitive communities was conducted. A demand-driven approach was used to calculate road impact fees for the Northland area. Essentially, the demand-driven approach requires that new development replace capacity that it consumes on the major roadway system. In the demand-driven system, average cost per vehicle-mile of travel is calculated by taking a representative list of historical or planned roadway improvements and dividing their total cost by the total new capacity created by such improvements. Arterial street improvement projects, as identified in the Metropolitan Area Regional Council's long-range transportation plan, were used to determine average cost per unit of capacity.

The fee study and schedule were based on vehicle travel during the evening peak hour, and on national trip generation data and local trip length data. A net cost schedule was developed that represented maximum impact fees that the City can charge new development. The City can charge less than net cost, provided that the fee is reduced proportionately for all land uses and that the proportionality between demand on the arterial street system and the impact fee is preserved. And finally, appropriate impact fee service areas and benefit districts were recommended. Fee revenues were projected based on the net cost schedule and City growth projections for each benefit district.

Period:	September 1998 - April 2000
Budget:	$117,000
Team:	Duncan Associates (Lead) Taliaferro & Browne Cooper Consulting Company HNTB Corporation
Contact:	Mohsin Zaidi, Transportation Services Manager Public Works Department 816.513.2683

Mesa, Arizona
Multi-Facility Impact Fee Study



For the City of Mesa, Duncan Associates analyzed local growth-related infrastructure costs, including current financing methods and capital needs, and then drafted a comprehensive multi-facility impact fee study. The study addressed water, wastewater, arterial roads, drainage, park, cultural, library, fire and police facilities. While the City had kept its local sales taxes, utility rates and development fees among the lowest in region, the study noted that new growth was not paying its own way. Mesa is also the largest city in the nation with no municipal property tax. The study also looked at alternative financing techniques.

ALTERNATIVE FINANCING TECHNIQUES

Evaluation Criteria	Impact Fee	Dev't Tax	Special District	Utility Fee	Bonds	Exactions
Legal Basis	✔	✔	✔	✔	✔	✔
Proportionality	✔	—	—	✘	✘	—
Revenue Potential	✔	✔	✘	✔	✔	✘
Geographic Equity	✔	—	✔	—	—	—
Infill/Redevelopment	—	—	—	✔	✔	—
Housing Affordability	—	—	—	✔	✔	—
Annexation Costs	—	—	✔	—	—	—
Technical Ease	✘	✔	✘	✔	—	—

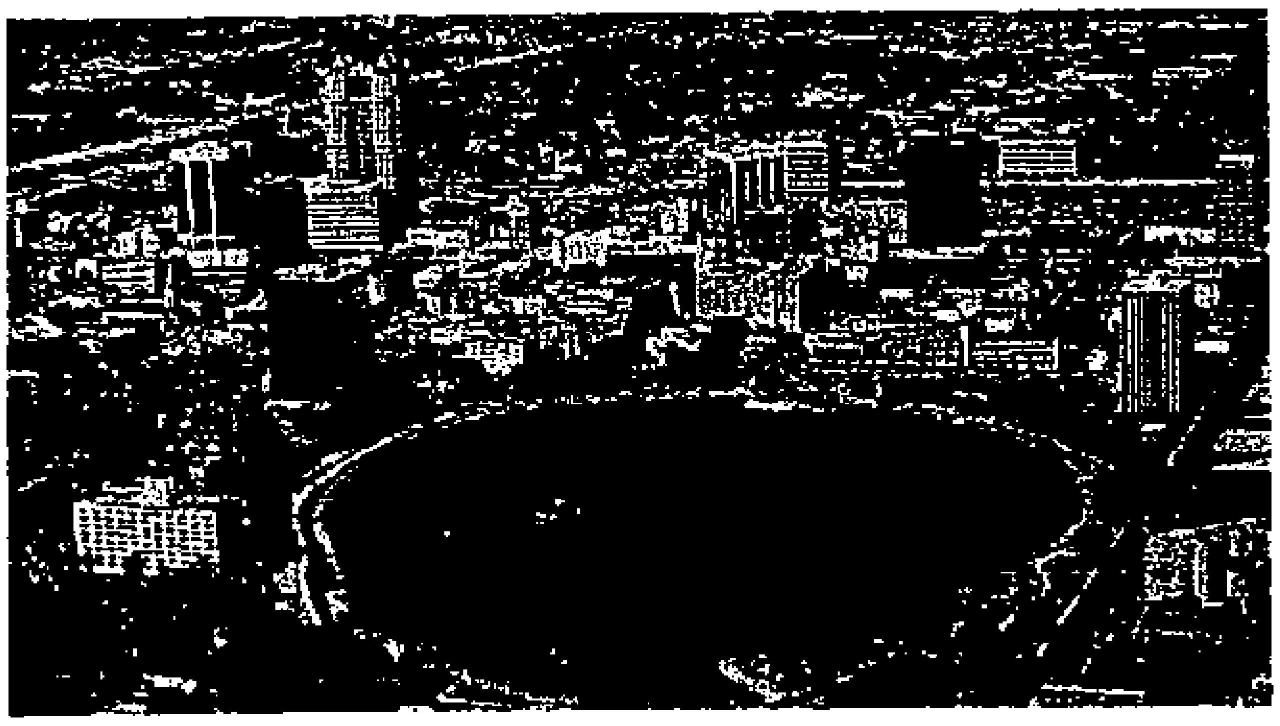
As Mesa continues to mature, the study noted that its capital needs will shift more and more towards the replacement and rehabilitation of aging infrastructure and that these needs will be competing with growth-related demands for capital funding. Although Mesa is 120 years old, it is only 40 percent developed and still has substantial development potential. In fact, it is rapidly overtaking Tucson as the second largest city in Arizona. It is both an aging and growing community at the same time.

The study calculated that the capital cost to continue providing existing levels of service to new development was about $8,800 per single family dwelling unit, or its equivalent. At then current growth rates, this amounted to about $50 million per year. The study also indicated that, just in order to retire outstanding debt for already existing capital facilities, each new single family unit, or its equivalent, will need to pay $1,232 over the next several years. The study noted that this portion of growth-related costs will continue to be borne by all residents through general taxation or utility rates. The study determined that the net capital cost attributable to new growth amounted to about $6,400 per dwelling unit, or its equivalent, or about $38 million annually. Current water and wastewater development fees, residential development taxes and arterial road exactions were revealed to be covering only about half of the net capital cost to serve new growth.

The study recommended that the City of Mesa update its water and wastewater development fees to cover the full net cost of growth and to more equitably charge large users; replace its current system of inefficient developer exactions with an arterial street impact fee; and expand its current residential development tax to also cover nonresidential development and to increase its amount by about 75 percent.

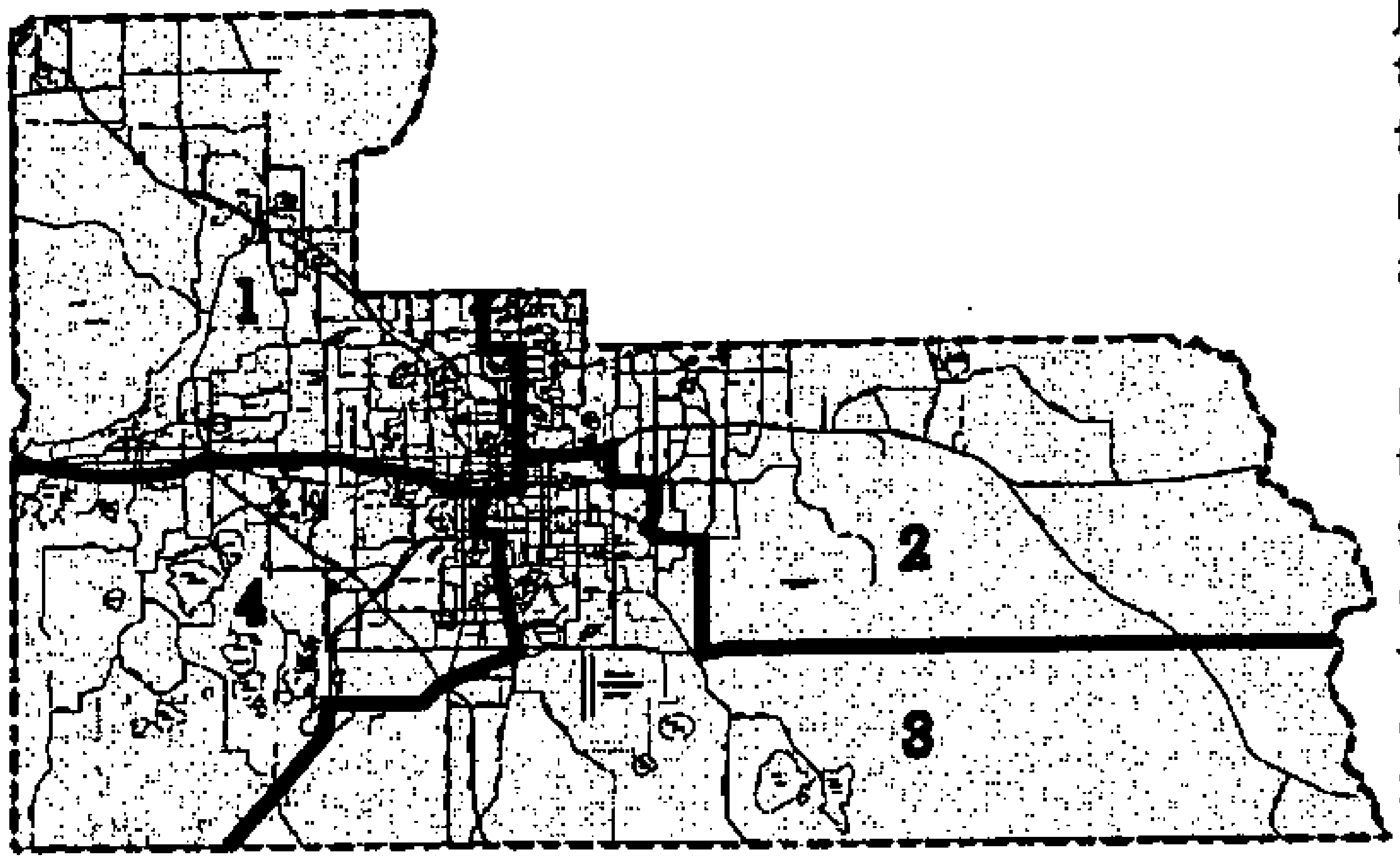
Period:	March 1997 - March 1998
Budget:	$80,000
Team:	Duncan Associates (Lead) Rust Environment & Infrastructure NRS Associates GeoStat Inc.
Contact:	Bryan Raines, Senior Management Assistant City of Mesa 602.644.3381

Orange County, Florida
Multi-Facility Impact Fee Study



For Orange County, Duncan Associates updated the County's road and law enforcement impact fees and examined the parkland dedication requirements. The firm first looked at the park dedication requirements and evaluated the benefits of converting them to park impact fees. The firm was then engaged to review and update the County's 14 year-old road and law enforcement impact fees. While Orange County was one of the first jurisdiction in Florida to adopt road and law enforcement impact fees, it had continued to rely on subdivision exactions for its park requirements.

The reason for examining the County's park options was that impact fees offer several advantages that subdivision exactions do not. For example, subdivision dedications are limited to land acquisition, while impact fees can cover the cost of both land and improvements. In addition, dedication requirements are applicable only to new subdivisions, while impact fees can be assessed at any point in the development approval process.



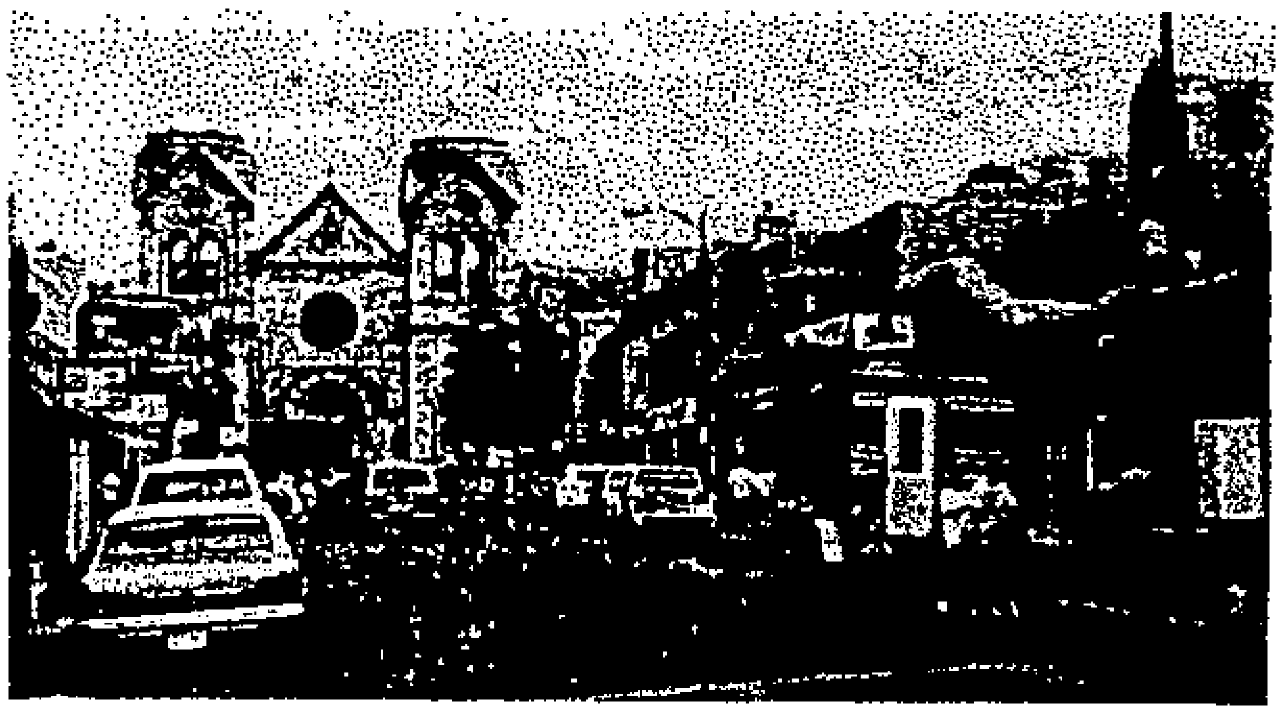
On the other hand, impact fees must meet judicial standards that do not necessarily apply to subdivision exactions. And while impact fees may be based on full facility costs, credits must be given for outstanding indebtedness and dedicated revenues. For example, in 1995, the County authorized $38 million in revenue bonds secured by the public services tax to acquire and improve environmentally sensitive lands and parkland facilities. After considering these credits, the study indicated the maximum park impact fee that could be charged was $225 per single-family unit and $143 per multi-family unit.

Another consideration was that impact fee revenues must be earmarked for expenditure within specific "benefit districts" in order to meet specified legal tests. The study recommended that new park benefit areas should be the same as those already established for the County's road impact fee system (see map above). Due to the possible net loss in total revenue and other considerations, the County opted to update its existing parkland dedication requirements, rather than convert to a totally new park impact fee system.

Orange County's road and law enforcement impact fees, originally adopted in the early 1980s, had not been reviewed and updated in ten years. The study reviewed law enforcement impact fee methodology based on calls for service by land use, updated capital facility replacement costs, and revised credit calculations. Work products included a draft and final impact fee study, revised fee schedule and necessary code amendments.

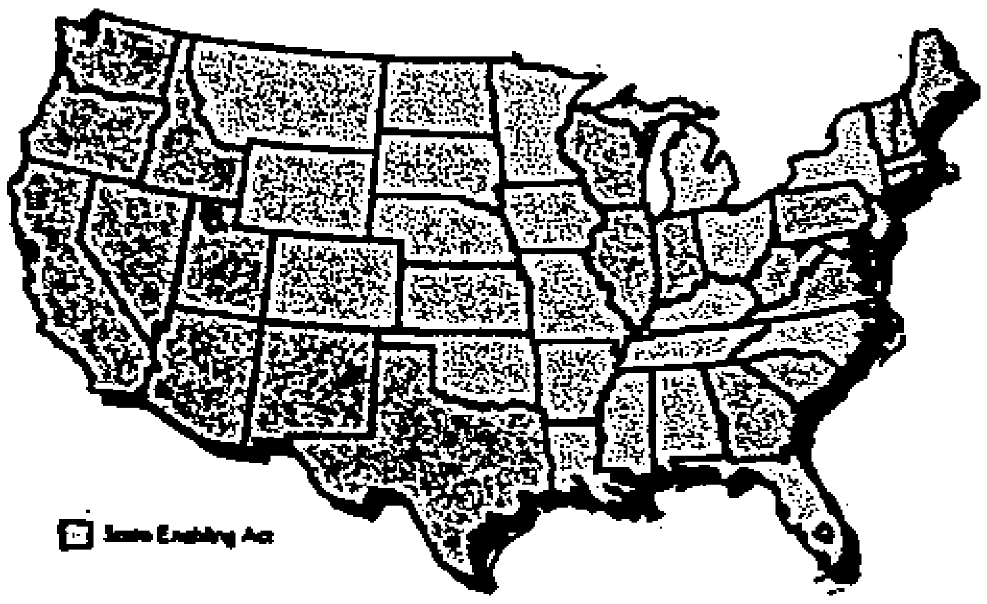
Period:	September 1995 - July 1998
Budget:	$40,000
Team:	Duncan Associates
Contact:	Bill Pable, Project Coordinator Orange County 407.836.5880

Santa Fe, New Mexico
Multi-Facility Impact Fee Feasibility Study



For the City of Santa Fe, Duncan Associates recently prepared an impact fee feasibility study that addressed roads, drainage, water, wastewater, parks and public safety facilities. On the basis of this study, the City will decide whether to update existing fees or pursue additional fees in the next phase of the project. Santa Fe currently charges modest impact fees for arterial streets and signalization and wastewater. It also charges a fee in-lieu of park land dedication and a water connection fee (Utility Expansion Charge) that functions much like an impact fee.

STATES WITH ENABLING ACTS



The feasibility study included a survey of "best practices" for impact fees from around the nation. This included a review of impact fee enabling act provisions in the other 21 states with such acts. If the City wishes to pursue changes to the New Mexico *Development Fees Act*, the study suggests that it try to reduce the length of time that assessment at platting locks in the current fee schedule from four years to something more reasonable (one to two years).

The City had indicated interest in impact fee approaches that encourage affordable housing, infill and redevelopment. As for affordable housing, the study noted that one approach would be to base park fees on unit size, rather than assessing a flat rate per dwelling unit. In addition, funds could be set aside to pay impact fees for affordable housing projects. In order to encourage infill, the study recommended that the City identify a service area where facilities are available and charge no fees in that area for certain facilities. Another way to encourage redevelopment is to base the impact fees on the difference between the impact caused by the proposed use and that caused by the most intensive use on the site in the past.

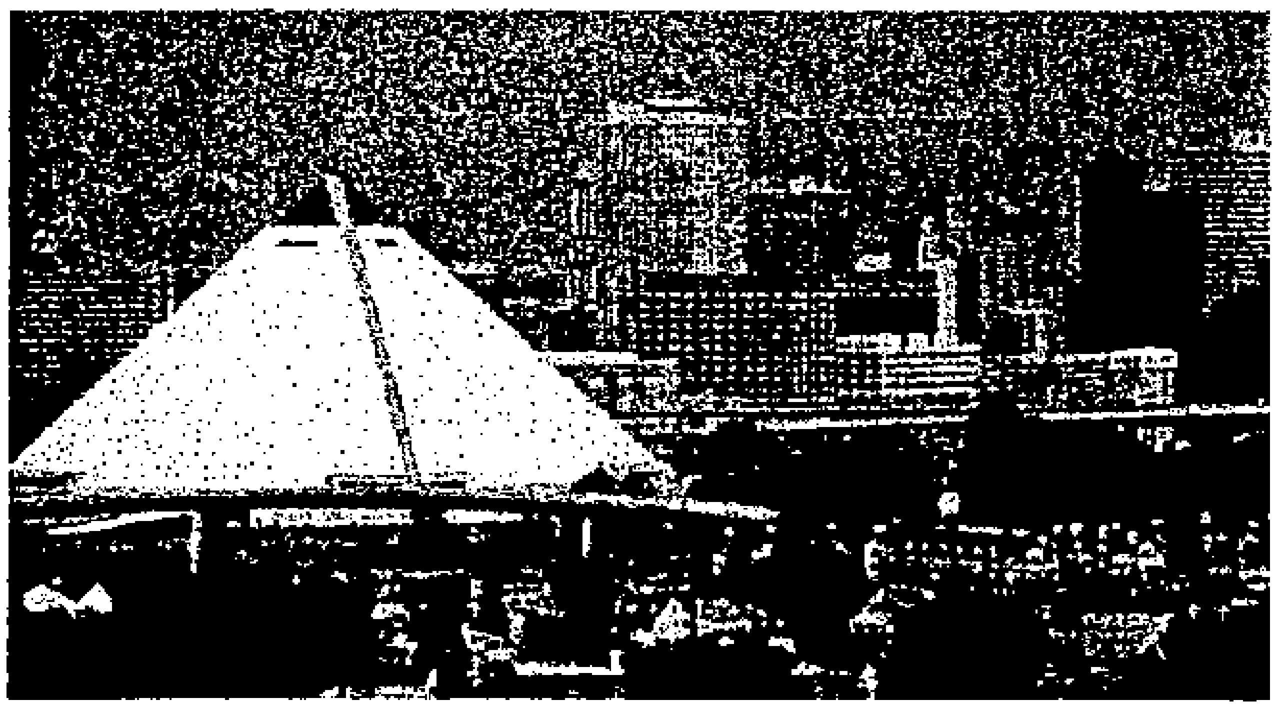
The study indicated that the City might want to defer updating the water Utility Expansion Charge, which was recently increased. The wastewater impact fee should be updated, and the City might consider basing the revised fee on the City's utility connection fee authority, rather than its impact fee authority. The basis for assessing wastewater fees by land use and square footage should be reexamined and meter size should be considered. The development of wastewater interceptor impact fee should be deferred until after completion of the *Wastewater Master Plan*. The line portion of both water and wastewater fees could be waived in a defined service area where current facilities are adequate to support infill or redevelopment. Developers should also be given credit against the line component if they build line extensions.

The study recommended that the City's park dedication requirements should be reviewed based on existing levels of service and housing type, and that park impact fees should include park development costs and vary by housing type. Since the City does not have sufficient information to develop a drainage impact fee at this time, the study suggested it might consider a stormwater utility fee.

Period:	January 2000 - Present
Budget:	$25,000
Team:	Duncan Associates (Lead) Camp Dresser McKee Felsburg, Holt & Ullevig Sites Southwest
Contact:	Cyrus Samii, Project Coordinator City of Santa Fe 505.984.6625

Memphis/Shelby County, Tennessee

Impact Fee/Development Tax Feasibility Study



For Memphis/Shelby County, Duncan Associates evaluated the feasibility of using impact fees or development taxes to help pay for the cost of infrastructure needed to support new development. Shelby County, the largest county in Tennessee, contains the City of Memphis -- the largest city in the state. County population has been growing at a relatively constant linear rate since the 1970s. Since 1980, however, Memphis has been losing population, while its six suburban municipalities and the unincorporated area have been growing rapidly.

The purpose of the study was to evaluate alternative financing techniques for schools, roads, drainage. fire protection, law enforcement, parks and library capital facilities. The techniques addressed included impact fees, development taxes and real estate transfer taxes. The study addressed which technique, if any, was appropriate for each type of facility. Factors evaluated include data availability, revenue potential, legal defensibility, intergovernmental participation and regional competitiveness.

FEE CHARACTERISTICS SUMMARY

Facility	Type of Fee	Geographic Coverage	Annual Revenue
Schools	Dev't Tax	County-wide exc. Memphis	$8,661,000
Unrestricted	Transfer Tax	County-wide	$19,500,000
Roads	Impact Fee	Unincorporated Area	$5,535,000
Drainage	Utility Fee	County-Wide	$21,437,000
Fire/EMS	Impact Fee	Uninc. Area + Lakeland	$477,000
Police	Impact Fee	Uninc. Area + 2 Cities	$251,000
Parks	Impact Fee	Unincorporated Area	$732,000
Library	Impact fee	County-Wide	$593,000
Total			$57,186,000

The major issues in the study revolved around school finance. A major legal constraint influencing the study is the requirement that the County share any school funding with the separate Memphis school district. Given the city's relatively slow growth, this meant that the majority of bond proceeds issued to finance new schools outside Memphis had to be given to the city school district, which has been unable to spend all of the capital improvement funds it has received.

The study identified two major alternatives to address the school capital financing issue. A real estate transfer tax would have the greatest revenue potential. If assessed county-wide and earmarked for schools, the funds would need to be split between the Memphis and Shelby County school district in proportion to the enrollment in each district. A school development tax would have the next highest revenue potential, and would have several advantages over a school impact fee, including the ability to assess nonresidential development and mitigate impacts on housing affordability. Before a school impact fee or development tax should be seriously considered, however, some method would need to be found to prevent the need to share revenues with the Memphis school district. One option would be to seek to have the city school district voluntarily waive any claim to County funds raised outside of Memphis.

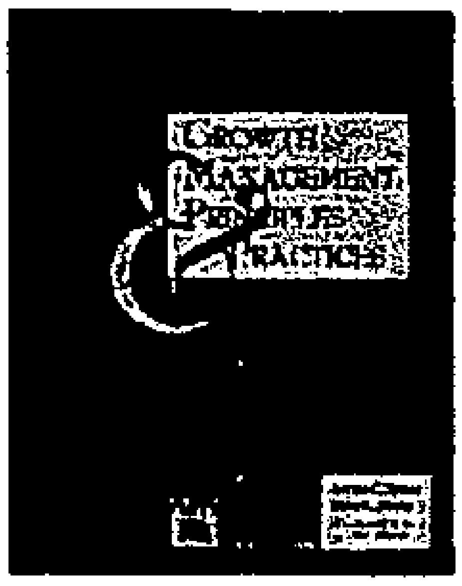
Period:	October 1999 - April 2000
Budget:	$50,000
Team:	Duncan Associates
Contact:	Louise Mercuro, Deputy County Administrator Shelby County 901.545.4500

James B. Duncan, FAICP

President

Mr. Duncan, a past president of the American Planning Association, is one of the nation's leading urban planning and growth management practitioners. His career as a city planner has spanned almost four decades of service to more than 150 cities, counties, regions and states throughout the nation. During his career, he has also held several key public sector positions, including director of land development services for the City of Austin; director of growth management for the City of Hollywood, Florida; director of development management for Broward County, Florida; and chief of local planning services for Dade County, Florida.

Throughout his career, Mr. Duncan has focused his primary interests and energies on the development of innovative growth management techniques, the streamlining of land-use controls and the advancement of development impact assessment methodologies. He has prepared a series of award-winning comprehensive plans and development codes that were honored by the Florida, Texas and Louisiana Chapters of the American Planning Association. Mr. Duncan served as a growth management advisor to two Florida Governors, co-wrote the nation's first state impact fee enabling act (Texas), prepared one of the first comprehensive plans to embody the dual concepts of consistency and concurrency, and introduced many user-friendly, easy-find techniques to simplify regulations.



For APA, Mr. Duncan has also served as vice-chair of its Chapter Presidents Council, as president of its Florida chapter, as professional development liasion of its Texas chapter; and as a member of its national governance committee. Mr. Duncan is the co-author of the best-selling APA publication, **GROWTH MANAGEMENT PRINCIPLES AND PRACTICES,** and a frequent conference speaker on growth management, land-use regulations, infrastructure financing and impact fees. While in south Florida, he also served as an adjunct professor of city planning at Florida Atlantic University; and as vice chair of the planning and zoning board and chair of the code enforcement board for the City of Davie.

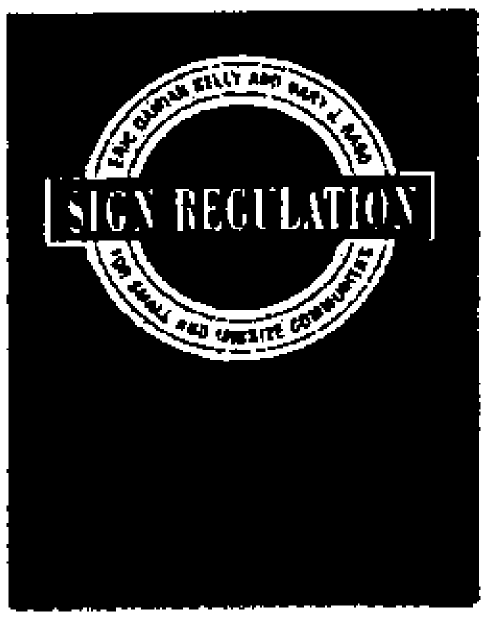
Education:	M.S. Regional and City Planning, 1965 UNIVERSITY OF OKLAHOMA B.A. Journalism and Political Science, 1961 UNIVERSITY OF TEXAS AT AUSTIN
Certification:	College of Fellows, American Institute of Certified Planners

Eric Damian Kelly, Esq., FAICP

Vice-President

Dr. Kelly, one of the nation's foremost land-use attorneys and growth management specialists, and a noted specialist in the areas of sign regulations and zoning enforcement. A long-time informal associate of Duncan Associates, he formally joined the firm as an officer and shareholder in 1999. He is a former dean of the College of Architecture and Urban Planning at Ball State, where he still teaches several urban planning courses, while engaging in an active consultant role with Duncan Associates.

Dr. Kelly has personally drafted sign controls for numerous cities, including current assignments for Cary, North Carolina and Fort Lauderdale, Florida. He also recently completed a detailed study of sexually-oriented businesses for Kansas City, including an analysis of ordinances in 20 other cities and counties. He first participated in drafting development regulations as vice president of a Philadelphia firm that developed the innovative "Impact Zoning" concept during the early 1970s. He then went on to establish his own land use law firm in Colorado in 1976 and operated it until 1990, when he accepted a full-time faculty position at Iowa State University. He has prepared new land-use controls for local governments in over 25 states and has conducted many training sessions for public officials.



Dr. Kelly is general editor of the 10-volume Matthew Bender series on ZONING AND LAND USE CONTROLS. Other publications include MANAGING COMMUNITY GROWTH (Preager, 1993), the "Zoning" chapter in the ICMA "Planner's Greenbook;" Planning Advisory Service reports on zoning enforcement and adequate public facilities; and numerous articles on growth management. He is the author of recent articles on the "taking" issue and the treatment of cellular towers and satellite dishes under local ordinances. Dr. Kelly received the Colorado APA chapter's award for "Outstanding Service and Educational Leadership" in 1989, and the University of Pennsylvania listed him among its "100 Graduates Who Epitomize Our Future." He, like long-time friend and colleague Jim Duncan, is one of 46 people selected as the first members of the College of Fellows of the American Institute of Certified Planners (FAICP).

Education: Ph.D. in Public Policy, 1992
THE UNION INSTITUTE
Juris Doctor and Master of City Planning, 1975
UNIVERSITY OF PENNSYLVANIA
B.A. in political economy, 1969
WILLIAMS COLLEGE

Affiliations: American Bar Association
College of Fellows, American Institute of Certified Planners

Clancy J. Mullen, AICP

Senior Associate

Since joining Duncan Associates in 1989, Mr. Mullen has prepared infrastructure financing studies and development impact fees systems for cities and counties throughout the nation.

Mr. Mullen was the principal author of impact fee studies for Apache Junction and Mesa, Arizona; Colorado Springs, Commerce City, and Adams, Eagle, Larimer and Weld Counties, Colorado; Lee, Citrus, Dade and Orange Counties, Florida; Atlanta, Columbus and Gwinnett County, Georgia; the State of Hawaii; Boise/Ada County, Idaho; Minneapolis/St. Paul Metropolitan Council, Minnesota; Kansas City, Missouri; Bozeman and Gallatin County, Montana; Reno/Washoe County, Nevada; Albuquerque, Bernalillo County, Ruidoso and Rio Rancho, New Mexico; Cary, North Carolina; Hilton Head Island, South Carolina; Franklin, LaVergne, Smyrna, White House and Shelby County, Tennessee; Flower Mound, Denton, Georgetown and College Station, Texas; and West Valley City and Sandy City, Utah.

In addition, Mr. Mullen has also prepared studies which examined alternative infrastructure financing techniques for the Minnesota Department of Agriculture, the State of Florida; Montgomery County, Maryland; Greeley, Colorado; Sugar Land, Texas; and Charlotte/Mecklenburg County, North Carolina.

Mr. Mullen has revised zoning ordinances and land development regulations for cities and counties in Arkansas, Florida, Louisiana, Mississippi, Tennessee and Texas. He was also involved in the preparation of growth management technique reports for the Puget Sound Council of Governments (Seattle) in Washington and the Alamo Area Council of Governments (San Antonio) in Texas.

Mr. Mullen is a contributing author of the best-selling APA publication, GROWTH MANAGEMENT PRINCIPLES AND PRACTICES, and he has expertise in the areas of demography, housing, employment, and fiscal research and modeling techniques.

Education:	M.S. Community and Regional Planning, 1988 UNIVERSITY OF TEXAS AT AUSTIN B.S. Sociology, 1978 UNIVERSITY OF HOUSTON
Certifications:	American Institute of Certified Planners

Employment History

President, Cooper Consulting Company, Birmingham, AL, 1990-Present
Planning Director, Shelby County, Alabama, 1987-1990
Principal Planner, Jefferson County, Alabama, 1975-1987
State Planning, State of Alabama, 1975

Education/Honors

Masters of Urban and Regional Planning
University of Mississippi

Bachelor of Arts, Political Science
Mississippi State University

Professional Affiliations

Past President, American Planning Association
Past Chair, Chapter Presidents Council, American Planning Association
Charter Member, American Planning Association
Charter Member, Alabama Planning Commissioners' Institute
Member, American Institute of Certified Planners
Board Member, American Society of Consulting Planners
Member, National Association of County Planners
Member, Farmland Trust
Past President, Alabama Chapter of American Planning Association
Past, Board of Directors, Horizon 280 Association
Past, Board of Directors, Travelers Aid Society
Guest Lecturer:
    American Planning Association National Conference
    Planning Commissioner Workshops in Southeast
    University of Texas, Leadership Forum
    Indiana Planning Commissioner Institute
    32 State Planning Associations across U.S.
    16 Planning Schools across U.S.
    Voice of America, Worldwide Radio
    Mississippi Municipal League
    Mid South Zoning Institute
    National Association of Women in Construction
    Four State Regional Planning Conference

Experience

CONNIE B. COOPER, AICP, has 25 years of experience in planning and community development at the state, county, and local levels. This has included extensive experience throughout the southeast as a principal participant in the areas of strategic planning; community goal setting and visioning; comprehensive planning; economic development; zoning and subdivision; housing; transportation; market research; land development; community relations; and intergovernmental cooperation. In addition, as a planning director in the public sector, Ms. Cooper's experience has included major responsibilities in the management of planning programs which have become the cornerstones of Shelby and Jefferson Counties' planning programs.

As Planning Director and Principal Planner in Shelby and Jefferson Counties (Alabama), Ms. Cooper gained considerable experience as the principal participant in more than eighty projects related to county and municipal governments; federal agencies; community organizations; chambers of commerce; private corporations; and individuals. As President of Cooper Consulting Company, Inc., Ms. Cooper has participated in the completion of a city-county comprehensive plan for one of Georgia's fast-growing communities; developed a community involvement plan for a major hazardous mitigation corporation in Louisiana; developed a planned unit development ordinance regulating a major land development in Alabama; provided technical support for the comprehensive revision of a gulf coast community's zoning ordinance and map; completed a study of the impact of suburbanization on a major capitol city the southeast; provided expert testimony in rezoning litigation; assisted the development community in variance and plan approvals; and completed an eight mile corridor plan in the Birmingham metropolitan area. Ms. Cooper played a key role in the preparation of a marketing and promotional program for South Fulton County; a major neighborhood revitalization project in Rockdale County; a comprehensive plan update and new land development regulations for Columbia County; Georgia; an economic development plan for DeKalb County, Georgia; Destin, Florida's citywide visioning initiative; a community-wide visioning and design charrette in Charleston, South Carolina; growth management plan for Norman, Oklahoma; a corridor redevelopment plan in Atlanta, Georgia; and a comprehensive plan update for Alpharetta, Georgia. The firm is currently under contract to complete comprehensive plans in Colorado, Indiana, and Georgia, as well as unified development ordinances for communities in Missouri and Georgia.

Ms. Cooper has had a successful history of working with governmental officials and community groups. She possesses a strong capacity for quickly assessing alternatives and recommending approaches that work well for the differing needs of her clients. Experience in the public sector has provided her with insight and sensitivity with which municipal projects must be undertaken, as well as the role elected officials and taxpayers play in the process. As past president of the American Planning Association (APA), a 28,000 national association of city, county, regional and private planners across the U. S. and abroad, Ms. Cooper has had an excellent track record of professional activities. She is a frequent national guest lecturer and facilitator on planning with limited resources, simplifying zoning techniques, the role of the planning commission, leadership capacity building and community involvement. Her tenure as President of the American Planning Association gave Ms. Cooper the opportunity to share creative planning approaches with colleagues throughout America, as well as to meet with the Presidential staff in D.C. to discuss major urban issues. Ms. Cooper is a WBE/DBE certified firm in Kansas City, Missouri; Charlotte, North Carolina; for the Alabama Department of Transportation; and for the Georgia Department of Transportation.

Educational Access
A. 10. Page 1

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF October 17, 2000

FROM:

Marvin Hilton	Cable Administration	Administration
Name	Division	Department

ACTION REQUESTED: Passage of a resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until the 31st day of October, 2002.

COST TO THE CITY:

$ 0	$	
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

Steph Davis
Budget Coordinator

Administrative Services Director

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

Marilyn J Crocker	9-25-00	Nancy Smith	9/25/00
Accounting Manager	Date	Internal Auditor	Date
	9-25-00		
City Attorney	Date	ADA Coordinator	Date
P Vice	9-25.00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Marvin Hilton	9-22-00
Division Head	Date
	9/25/00
Department Director	Date
John Maguire	9/25/00
Administrative Services Director	Date
Mayor	Date

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **MAYOR HANNA & CITY COUNCIL**

FROM: **MARVIN HILTON, CABLE ADMINISTRATOR** 9-22-00

SUBJECT: **AGREEMENT FOR EDUCATIONAL ACCESS TV**

DATE: **SEPTEMBER 22, 2000**

The agreement with the University of Arkansas to operate the educational channel 2 expires on September 30, 2000.

At their September 18 meeting, the Telecommunications Board voted 4 to 0 to recommend to the City Council that the present agreement with the University of Arkansas to operate the Educational Access Channel be extended for two years.

see the attached:
1. The agreement that expires September 30: "EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS"

2. The proposed agreement, which is basically identical to the above.

EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS

THIS AGREEMENT is made and entered into this ____ day of ______________, 2000, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and UATV, a service of the University of Arkansas (hereafter UATV), for the operation of the educational channel.

SECTION I
AGREEMENT PERIOD

A. The agreement period shall begin the ______ day of ______________, 2000, and shall continue until the 31st day of October, 2002.

SECTION II
SERVICES/DUTIES

A. UATV hereby agrees and shall be responsible for operating the educational channel for educational purposes, which shall include the following:

1. Scheduling of programs on the educational channel.
2. Cablecasting of programs on the educational channel.
3. Promoting use of the educational channel by the Fayetteville Public School district, the University of Arkansas and other educational entities in Fayetteville.

B. UATV shall provide, oversee, administer and carry out all the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provision and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. There shall be no charge for programs cablecast on the educational channel.
2. All communication between the City and UATV with regard to matters under this agreement will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and UATV's duly appointed representative. In the event of a disagreement over the administration of this agreement either party may appeal to the Cable Board who shall make recommendations to the Mayor or City Council, as may be required.

3. UATV will determine programming content and technical quality under the following guidelines:

a. Local programming will be preferred over imported programming.

b. Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of an imported program provided free of charge to the channel. No more than 20 percent of a week's programming may contain commercial messages and no program whose sole purpose is to promote a commercial product or service will be cablecast.

c. A fair and equitable division of available programming hours will be made by UATV as demanded by programming produced and submitted by the various educational entities.

4. UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities.

5. UATV will establish an Educational Advisory Committee whose makeup will give fair representation to all the educational entities who might be users of the educational channel; set up regular meetings with the Committee; and work with the Committee to promote use of the educational channel.

6. UATV shall send a representative to the Cable Board meeting to present quarterly reports on the operations of the educational channel. The Cable Administrator will notify UATV when these reports are required.

Once UATV obtains a paid staff, quarterly written reports must be presented to the Access Operations Manager to be mailed to Cable Board members in their regular monthly packet of materials. The Operations Manager will notify UATV of the deadlines for the written reports. UATV will notify the Cable Administrator when the staff is hired.

At minimum, these reports should contain:

a. The number of hours of programming cablecast weekly during the quarter.

b. A breakdown of the programming as to whether it is locally produced or imported; whether it is new or repeat; and from what educational entity it was submitted.

SECTION III
LEGAL AUTHORITY

A. UATV assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of UATV have been fully authorized by UATV to execute this Agreement on behalf of UATV, and that such authority shall legally bind UATV to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either UATV or the person signing the Agreement to enter into this Agreement.

SECTION IV
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. UATV shall comply with all applicable laws, regulations, procedures and polices of the Federal, State and local governments.

SECTION V
CONSIDERATION

A. In consideration for providing access to the educational channel by the University of Arkansas, the Fayetteville Public Schools, and other educational entities as shall be determined by UATV, the City of Fayetteville grants UATV exclusive control of its educational access channel.

B. Funding for any and all use of the educational channel shall be the responsibility of those providing programming for such use. UATV is not responsible for providing production facilities for the educational channel.

SECTION VI
ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this Agreement.

SECTION VII.
TERMINATION OF AGREEMENT

A. This agreement may be terminated by either party with a thirty day written notice.

SECTION VIII
SEVERABILITY

A. If any section, subsection, sentence, clause, phrase or word of this Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed to be a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this Agreement.

UATV

By:________________________________

Title:______________________________

ATTEST:

By:__________________________

Title:________________________

CITY OF FAYETTEVILLE, ARKANSAS
By: Fred Hanna, mayor

ATTEST:
By: Heather Woodruff, City Clerk

RESOLUTION NO. 127-98

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE UNIVERSITY OF ARKANSAS AND UATV, TO OPERATE THE EDUCATIONAL ACCESS CHANNEL UNTIL SEPTEMBER 30, 2000.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute the Educational Access Administration Agreement with the University of Arkansas and UATV, for the operation of the education channel until September 30, 2000. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 6th day of October, 1998.

APPROVED:

By:

Fred Hanna, Mayor

ATTEST:

By:

Heather Woodruff, City Clerk

EDUCATIONAL ACCESS ADMINISTRATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND UATV, UNIVERSITY OF ARKANSAS

THIS AGREEMENT is made and entered into this 6 day of october, 1998, by and between the City of Fayetteville, a municipal corporation of the State of Arkansas (hereafter City), and UATV, a service of the University of Arkansas (hereafter UATV), for the operation of the educational channel.

SECTION I
AGREEMENT PERIOD

A. The agreement period shall begin the 6 day of October, 1998, and shall continue until the 31st day of September, 2000.

SECTION II
SERVICES/DUTIES

A. UATV hereby agrees and shall be responsible for operating the educational channel for educational purposes, which shall include the following:

1. Scheduling of programs on the educational channel.
2. Cablecasting of programs on the educational channel.
3. Promoting use of the educational channel by the Fayetteville Public School district, the University of Arkansas and other educational entities in Fayetteville.

B. UATV shall provide, oversee, administer and carry out all the activities and services set out in this Agreement with such satisfactory performance as is determined solely by the City in accordance with all the terms, provision and requirements of the Agreement.

C. In furtherance of the above referenced services and duties, the parties hereby agree as follows:

1. There shall be no charge for programs cablecast on the educational channel.
2. All communication between the City and UATV with regard to matters under this agreement will be directed through the Cable Administrator, or any other such representative as may be appointed by the City, and UATV's duly appointed representative. In the event of a disagreement over the administration of this agreement either party may appeal to the Cable Board who shall make recommendations to the Mayor or City Council, as may be required.

3. UATV will determine programming content and technical quality under the following guidelines:

a. Local programming will be preferred over imported programming.

b. Promotion of commercial products and services will be allowed on the channel only if they are an indivisible part of an imported program provided free of charge to the channel. No more than 20 percent of a week's programming may contain commercial messages and no program whose sole purpose is to promote a commercial product or service will be cablecast.

c. A fair and equitable division of available programming hours will be made by UATV as demanded by programming produced and submitted by the various educational entities.

4. UATV will develop policies under which decisions can be made concerning the submission of programming by the various educational entities.

5. UATV will establish an Educational Advisory Committee whose makeup will give fair representation to all the educational entities who might be users of the educational channel; set up regular meetings with the Committee; and work with the Committee to promote use of the educational channel. The Committee will be in place by Dec. 1, 1998.

6. UATV shall send a representative to the Cable Board meeting to present quarterly reports on the operations of the educational channel. The Cable Administrator will notify UATV when these reports are required. The first of these reports is to be presented at the October 1998 Cable Board meeting.

Once UATV obtains a paid staff, quarterly written reports must be presented to the Access Operations Manager to be mailed to Cable Board members in their regular monthly packet of materials. The Operations Manager will notify UATV of the deadlines for the written reports. UATV will notify the Cable Administrator when the staff is hired.

At minimum, these reports should contain:

a. The number of hours of programming cablecast weekly during the quarter.

b. A breakdown of the programming as to whether it is locally produced or imported; whether it is new or repeat; and from what educational entity it was submitted.

SECTION III
LEGAL AUTHORITY

A. UATV assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of UATV have been fully authorized by UATV to execute this Agreement on behalf of UATV, and that such authority shall legally bind UATV to all the terms, performances and provisions herein set forth. A copy of such resolution shall be provided upon execution of this Agreement.

B. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either UATV or the person signing the Agreement to enter into this Agreement.

SECTION IV
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

A. UATV shall comply with all applicable laws, regulations, procedures and polices of the Federal, State and local governments.

SECTION V
CONSIDERATION

A. In consideration for providing access to the educational channel by the University of Arkansas, the Fayetteville Public Schools, and other educational entities as shall be determined by UATV, the City of Fayetteville grants UATV exclusive control of its educational access channel.

B. Funding for any and all use of the educational channel shall be the responsibility of those providing programming for such use. UATV is not responsible for providing production facilities for the educational channel.

SECTION VI
ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever, nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this Agreement.

SECTION VII.
TERMINATION OF AGREEMENT

A. This agreement may be terminated by either party with a thirty day written notice.

SECTION VIII
SEVERABILITY

A. If any section, subsection, sentence, clause, phrase or word of this Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed to be a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this Agreement.

UATV

By:______________________________

Title:______________________________

~~ATTEST~~

By: Fred Hanna

Title: MAYOR

✓

CITY OF FAYETTEVILLE, ARKANSAS
By: Fred Hanna, mayor

ATTEST:
By: Heather Woodruff, City Clerk
Heather Woodruff

STAFF REVIEW FORM

xx _ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of October 17, 2000

FROM:

Connie Edmonston	Parks & Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Approval of $50,900 budget adjustment for White River Baseball Complex

COST TO CITY:

S$50,900	$151,148	Park Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5806-00	$139,114	Babe Ruth Ballpark Improvements
Account Number	Funds Used To Date	Program Name
99024	$12,034	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _xx__ Budgeted Item _xx__ Budget Adjustment Attached

Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ____________

Marilyn J. Cramer	10-2-00	Nancy Smith	10/3/00
Accounting Manager	Date	Internal Auditor	Date
	10-3-00		
City Attorney	Date	ADA Coordinator	Date
	10-3-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of budget adjustment

Connie Edmonston	10-2-00
Division Head	Date
Department Director	Date
	10/4/00
Administrative Services Director	Date
	10/4/00
Mayor	Date

Cross Reference

New Item: [✓ Yes] No

Prev Ord/Res #: __

Orig Contract Date:_

Orig Contract Number: ____

White River Complx
A. 11. Page 2

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and City Council

THRU: Charlie Venable, Public Works Director

FROM: Connie Edmonston, Parks & Recreation Superintendent C.E.

DATE: October 2, 2000

RE: Budget Adjustment for White River Baseball Complex Project

The Parks and Recreation Division is requesting a budget adjustment in the amount of $50,900 for the White River Baseball Complex project located on Armstrong Drive. This park was formerly known as Babe Ruth Park or Industrial Park. The Parks and Recreation Advisory Board were briefed of the issues involved with this project. The Parks and Recreation Division does not like to bring this budget adjustment to the City Council after the fact, but hope you understand the unforeseeable circumstances described below.

The project began in 1999 with replacement of the baseball field backstops and construction of a new concession/restroom facility located between the two baseball fields. A local contractor from the Babe Ruth Baseball Board had proposed to the Parks and Recreation Advisory Board that he would build the concession stand and solicit donations for the project if the city would provide $40,000 in materials.

The project experienced lengthy time constraints in receiving an architect stamp on the drawings and approval from the Arkansas Health Department. When applying for the building permit, it was found that the city did not own enough land south of the fence as speculated. There was not room to place the building further north due to the safety zone required from the ballfield fence and the 100 year floodway zone. Therefore, park staff visited with the property owner on the south, which is Process Systems Integration, Inc.(PSI), to determine if they would be interested in donating or selling the easement to the fence line. Rick Caywood, PSI Owner, concurred to donate .235 acres to the city. He understood our city's need for a concession stand/restroom facility and had a love for baseball since his son played in the Elkins league. The city received a Quitclaim Deed and was ready to proceed with the project when the volunteer contractor withdrew from the project.

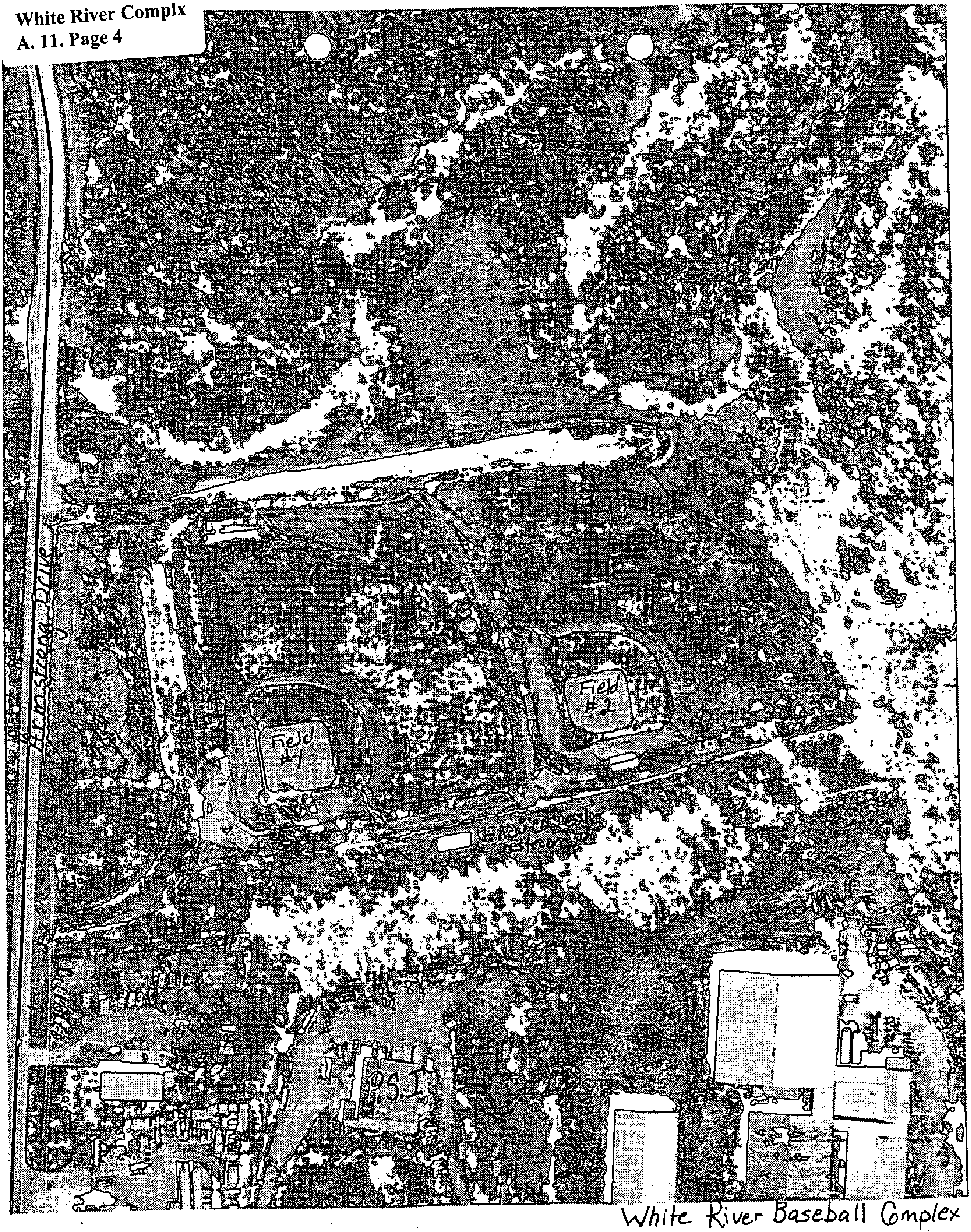
Parks staff discussed the project with West Campus Building Trades students and they agreed to frame, roof and complete the interior work as a class project. This project was still a win-win community project in which the high school students would contribute to the City, as well as the City providing a valuable learning experience to the students. In the fall of 1999, the city installed the slab and the students framed and installed the trusses. By late February, West Campus withdrew from the project due to the lack of experienced students. The city was now faced with finishing the facility with park maintenance staff. Cost for labor and motor pool from the parks staff was $31,192. Several jobs had to be contracted out to general contractors for bricking, drywall, heating and air, plumbing, electrical, and concrete finishing which cost the city more than planned. These labor contracts were originally planned to be donated.

In addition, the entryway and parking lot sub-project contributed to this budget adjustment. The Street Division paved the entryway and parking lots in February of 2000. The scope of work was expanded to include paving the area between fields #1 and #2 and the area from the west parking lot by field #1 down to field #2. (See attached map.) This cost an additional $12,499. Originally, these areas were gravel and used by the park staff to provide maintenance to the fields. The slope on the south side of the fields leading from the industrial plants caused a lot of drainage problems. After a rain, the gravel in the road would often wash onto the fields creating a safety problem for both participants and maintenance problem for staff. The paved area also serves as our sidewalk to provide ADA access from the bleachers on fields #1 and #2 to the concession\restroom building and parking lots. Staff had decided it would be best to complete the project while the Street Division was available. This paved area has expanded the park's usage since it's construction. It now serves as a hard surface walking path for parents waiting for a ball game, workers in the industrial area during the noon hour and after work hours, and the adjoining neighborhoods.

Two other sub-projects also contributed to this budget adjustment request. In 2000, a new 10 foot high fence was installed on field #2 and three new bleachers were installed at the complex. Due to safety standards, the fence was raised from 8 foot to 10 foot. Both of these projects cost approximately $3,000 more than planned.

The concession stand/restroom opened for the State AAU 14 and 15 Year Old Tournaments held in August. The improvements made to White River Baseball Complex have greatly enhanced the area and the ball players are now proud of their facility. There are additional improvements that need to be made at a later date. The budget adjustment would be taken from the Lake Improvements project. At this time, this fund has ample funding to borrow.

White River Complx
A. 11. Page 4



White River Baseball Complex

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 2000	Department: Sales Tax Capital Improvements Division: Park Improvements Program:	Date Requested Oct 17, 2000	Adjustment #

Project or Item Requested:
Additional funding is requested for the White River Baseball Complex.

Project or Item Deleted:
None. A portion of the funding for Lake Fayetteville/ Sequoyah Improvements is proposed for this adjustment.

Justification of this Increase:
The adjustment is requested to adjust the budget for the White River Baseball Complex.

Justification of this Decrease:
Sufficient funds exist to fund this request and perform improvements planned for this year.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Building Improvements	50,900	4470	9470		5804	00	99024	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Park Improvements	50,900	4470	9470		5806	00	97017	1

Approval Signatures

Requested By ________ Date ________

Budget Manager ________ Date Oct 2, 2000

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 *H:\BUDGET\PROJECTS\Bud_Adj\BA_2000\WHITERVR.WK4*

STAFF REVIEW FORM

Disadvantaged Business Enterprise (DBE) Program

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of October 17, 2000

FROM:

Alett Little	Airport	Economic Development
Name	Division	Department

ACTION REQUIRED: Request City Council approval and a Resolution for the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new DOT rules and regulations published in the Federal Register, 49CFR Part 26. The new Resolution will replace Resolution No. 81-88 approved on November 1, 1988.

COST TO CITY:

$ n/a	$ n/a	n/a
Cost of this Request	Category/Project Budget	Category/Project Name
n/a	$ n/a	n/a
Account Number	Funds used to date	Program Name
n/a	$ n/a	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Manager	Date	Administrative Services Dir.	Date

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

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

STAFF RECOMMENDATION: Staff recommends approval of this DBE program.

Division Head	Date	Cross Reference
Alett Little Department Director	10.5.00 Date	New Item: [✓ Yes] No
Administrative Services Director	Date	Prev. Ord/Res #: 81-88
Mayor	Date	Orig Contract. Date: ________ Orig Contract Number: ________

STAFF REVIEW FORM

:ription:

Meeting Date: October 17, 2000

Disadvantaged Business Enterprise (DBE) Program

Comments:

Budget Manager

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments

Internal Auditor

Reference Comments:

Grants Coordinator

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: ALETT LITTLE, ECONOMIC DEVELOPMENT DIRECTOR

DATE: OCTOBER 5, 2000

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The Economic Development Department requests approval and a Resolution for the revised Disadvantaged Business Enterprise (DBE) Program to be implemented for all DOT/FAA grant assisted contracts entered into by the City of Fayetteville. The revised program is required by new rules and regulations published in the Federal Register, CFR (Code of Federal Regulations) Part 26. The new Resolution will replace Resolution No. 81-88 approved on November 1, 1988.

As the airport's sponsor, the City of Fayetteville is obligated to comply with all Department of Transportation(DOT)/Federal Aviation Administration (FAA) grant assurances including #37, Disadvantaged Business Enterprise (DBE). Entities receiving development grants from DOT/FAA must comply with all the assurances as the assurances are considered an integral part of the grants. Under the DBE assurance "the recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49CFR Part 26." The DBE program's objective is to remedy past and current discrimination against disadvantaged business enterprises and provide a "level playing field" for these business enterprises in competing for DOT-assisted contracts.

Our program describes the efforts the Fayetteville Municipal Airport employees will take to provide equal opportunities to DBE's and promote DBE's for DOT-assisted contracts. The program provides a DBE participation goal calculated from information available about DBE's in our area. Our program provides for a goal of 1.12% DBE participation. The reason for our low percentage is that very few residents are certified DBE's in our area and most of our contracts have not been large enough to encourage DBE's to travel long distances to participate in our projects.

The Airport Board approved this program at their October 5, 2000 meeting.

AL/bjm

Attachment: Original Copy of DBE Program
Letter From FAA Confirming Our Program Meets Standards
Copy of Federal Register - 49CFR Part 26

FAYETTEVILLE MUNICIPAL AIRPORT
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Definitions of Terms

The terms used in this program have the meanings defined in DOT 49 CFR 26.5.

Objectives/Policy Statement (26.1,26.23)

The City of Fayetteville/Fayetteville Municipal Airport-Drake Field has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Fayetteville has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Fayetteville has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Fayetteville to ensure that DBEs, as defined in Part 26, have equal opportunities to receive and participate in DOT-assisted contracts. It is also our policy -

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The Airport's Financial Coordinator has been delegated as the DBE Liaison Officer. In that capacity, the Financial Coordinator is responsible for implementing all aspects of the DBE program.

Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Fayetteville in its financial assistance agreements with the Department of Transportation.

The City of Fayetteville has disseminated this policy statement to the Fayetteville City Council and all the departments of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by running an advertisement in a statewide newspaper.

CITY OF FAYETTEVILLE

By: ____________________Date_____________
Fred Hanna, Mayor

Attest: ___________________________

___________________________ Date __________________
Heather Woodruff, City Clerk

APPROVED AS TO SUBSTANCE:

Alett Little Date 8-04-10

Alett Little, Economic Development Director

Nondiscrimination. (26.7)

The City of Fayetteville will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering the DBE Program, the City of Fayetteville will not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

DBE Program Updates. (26.21)

We will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide DOT updates representing significant changes in the program.

Quotas. (26.43)

We do not use quotas in any way in the administration of this DBE program.

DBE Liaison Officer (DBELO) (26.25)

The following individual has been designated as the DBE Liaison Officer: Brenda Moss, Financial Coordinator, Fayetteville Municipal Airport-Drake Field, 4500 S. School Avenue, Suite F, Fayetteville, AR 72701, phone# 501-718-7640 Ext. 5. In that capacity, Ms. Moss is responsible for implementing all aspects of the DBE program and ensuring that the Fayetteville Municipal Airport-Drake Field complies with all provisions of 49 CFR Part 26. The DBE liaison officer has direct, independent access to the City of Fayetteville's Economic Development Director concerning DBE program matters. The City of Fayetteville is the sponsor for the Fayetteville Municipal Airport-Drake Field. All departments are available to assist or advise the DBE Liaison Officer as needed. The Airport recruits engineers for each of our AIP projects who work and assist in the compliance of the Airport's DBE program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Sets overall annual goals.
3. Ensures that bid notices and request for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurement so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Participates in pre-bid meetings.
6. Advises the Economic Development Director on DBE matters and achievements.
7. Participates with the project engineer to determine contractor compliance with good faith efforts.
8. Maintains the airport's updated directory on certified DBEs.

Federal Financial Assistance Agreement Assurance. (26.13)

The City of Fayetteville has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

> The City of Fayetteville shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Fayetteville of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

DBE Financial Institutions. (26.27)

The City of Fayetteville utilizes the publication, "Report of the Bank Commissioners of Arkansas," as a source of financial institutions. This register is published yearly by the Office of State Bank Department. The DBE Liaison Officer will investigate the availability of any DBE Financial Institutions listed in this register and recruit other interested DBE financial institutions by running advertisements at least once a year in a statewide newspaper. The Fayetteville Municipal Airport will use these mediums to initiate the investigation to the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in our community and make reasonable efforts to use these institutions. We will also encourage prime contractors to use such institutions which we have identified.

To date we have identified no such institutions in our area, but will continue to search.

Directory. (26.25)

The Fayetteville Municipal Airport-Drake Field will maintain and make available to interested persons a directory identifying firms eligible to participate as DBEs in our program. The directory lists the firm's name, address, phone number, and the types of work the firm has been certified to perform as a DBE. The directory will be revised at least annually. The airport uses the Arkansas Highway Department's directory of certified DBEs as the airport's DBE directory. The directory will be available to contractors and the public on request and will be maintained at the Fayetteville Municipal Airport-Drake Field located at 4500 S. School Ave., Suite F, Fayetteville, AR 72701 or by calling 501-718-7640 ext. 5. Copies may also be obtained by calling the Arkansas State Highway and Transportation Department at 501-569-2259.

Required Contract Clauses. (26.13, 26.29)

<u>Contract Assurance.</u> (26.13)

The Fayetteville Municipal Airport-Drake Field will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

> The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Prompt Payment. (26.29)

The Fayetteville Municipal Airport-Drake Field will include the following clause in each DOT-assisted prime contract:

> The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Fayetteville. The prime contractor agrees further to return retainage payment to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Fayetteville. This clause applies to both DBE and non-DBE subcontractors.

Before any written approval for delay or postponement for payment is issued, both the prime contractor and the subcontractor will be invited to discuss the disputed issues. The Airport will fully investigate our options with the City of Fayetteville's Legal Department and the Federal Aviation Administration in the most expeditious time possible before written approval for delay or postponement of payment is given.

Sanctions for Noncompliance:

In the event of the contractor's noncompliance with any terms of a DOT-assisted prime contract, the City of Fayetteville shall impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(A.) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

(B.) Cancellation, termination, or suspension of the Contract in whole or in part.

Monitoring and Enforcement Mechanisms. (26.37)

The Disadvantaged Business Enterprise (DBE) program for the Fayetteville Municipal Airport-Drake Field will be incorporated as part of the Specifications and Contract Documents on all DOT-assisted contracts. The inclusion of this program in the Specifications and Contract Documents provides the same sanctions for noncompliance to the DBE program as any other term of any DOT-assisted contract.

Submission of a bid on any federally assisted work advertised by the airport will obligate the Contractor who submitted the bid to use good faith efforts to meet the DBE goal published in the bid document. The Contractor will be required to submit the names, addresses, telephone numbers, EINs (Employer Identification Number), DBE Certification Numbers, the kind of work performed, and the amounts to be paid to all subcontractors participating as DBEs in the project at the time of contract execution. If no DBE participation is expected in the contract, the Contractor must submit proof at the time of contract execution of good faith efforts to obtain DBE participation.

The Fayetteville Municipal Airport-Drake Field will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program which is evident to airport staff. DOT can at their discretion take steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT

Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

Overall Goals. (26.45)

Amount of goal.

The City of Fayetteville's overall goal for FY2000 is the following: 5% of the Federal financial assistance we will expend in DOT-assisted contracts.

Method

The Fayetteville Municipal Airport-Drake Field used a weighted average method (Attachment #5 Example 2) to calculate our base figure for our DBE goal.

Base Percentage:

1. The weighted factor was derived by calculating the percentage of the cost expected to be expended in each SIC code for the estimated project costs for the year.

2. The second factor used in the formula for calculating our base figure was derived as follows: the numerator is the number of DBEs located in our four county area (Benton, Crawford, Madison, and Washington Counties) that can perform the kinds of work needed which were identified from the Arkansas State Highway and Transportation Department's directory for DBE. The denominator was derived using the number of individuals listed by the Census Bureau's County Business Pattern database on the Internet.

This calculation produced the relative-weighted availability of DBE participation of .50 percent.

Adjusted Base Goal:

The airport staff made inquires at the Chamber of Commerce and the Small Business Administration as to studies or records maintained on DBEs. No records are assembled to represent this group as a minority. A data search of the Census Bureau on the Internet revealed a minority population not including women in our four county area of approximately 3.07 percent in 1990. A review of our recent let contracts for 1997 through 1999 indicate that with advertising outside of our immediate area, the airport can expect a participation of DBE activities as subcontractors at a rate of at least 1.74 percent (1997 accomplishment = 3.16%, 1998 accomplishment= 0, 1999 accomplishment 2.06 % equals a 1.74% yearly average)(Attachment #5). The average percentage of our base goal and the average of our last three years accomplishments would indicate an achievable overall goal of 1.12% ((.005 + .0174)/2=1.12).

After evaluating the above information, the City of Fayetteville/Fayetteville Municipal Airport's initial base rate goal has been adjusted to 1.12% to reflect as accurately as possible the DBE participation the airport staff considers obtainable.

Process

The Fayetteville Municipal Airport/Drake Field will submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, the airport staff will review the Disadvantage Business Enterprise Directory for changes in the number of available DBEs in our area. Staff will also review the contracts let for the previous year, contact other airports in our vicinity, and any other persons or groups who might have knowledge concerning the availability of disadvantage and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the airports efforts to establish a level playing field for the participation of DBEs.

Following this process of determining our new goal, the airport staff will publish a notice of the proposed overall goal in a statewide newspaper, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport office for 30 days following the date of the notice, and informing the public that the airport and DOT will accept comments on the goals for 45 days from the date of the notice. The notice will include addresses to which comments may be sent and addresses where the proposal may be reviewed. All comments will be reviewed by the airport staff, and if comments warrant, changes will be made to the proposed goals.

The overall goal submission to DOT will include a summary of information and comments received during this public participation process and the airport's responses.

The airport will begin using the overall goal on October 1 of each year, unless other instructions have been received from DOT.

Breakout of Estimated Race-Neutral and Race-Conscious Participation

We estimate that, in meeting an overall goal of 1.12%, we will obtain 0% from race-neutral participation and 1.12% through race-conscious measures. Since the Fayetteville Municipal Airport has not been able to reach our overall goals with race-neutral measures, we will continue to use contract goals in meeting our overall DBE goals.

All of our DOT-assisted contracts for the Airport include the requirement of good faith efforts to meet our goal for DBE participation. Because of the few DBEs in the area, we receive very little response to the bids advertised and let. We do require the engineers to include DBE language in both specifications and advertisements that they initiate. We also place ads in newspapers encouraging DBE participation in our projects. I believe that the DBE participation that we do receive usually is a result of our efforts, the engineers, and the contractors in recruiting DBEs.

Contract Goals

The Fayetteville Municipal Airport-Drake Field will use contract goals to meet any portion of the overall goal the airport does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met though the use of race-neutral means.

The airport will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Good Faith Efforts. (26.53)

Information to be submitted:

The City of Fayetteville treats bidder/offerors compliance with good faith efforts requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information at the time of contract execution:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.
   of good faith

Demonstration efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The Airport's Financial Coordinator will be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The DEB Liaison Officer will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the City of Fayetteville/Fayetteville Municipal Airport-Drake Field commits to the performance of the contract by the bidder/offeror.

Administrative reconsideration

Within 5 days of being informed by The City of Fayetteville that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors must make this request in writing to the following reconsideration officials: The Airport Board, 113 W. Mountain, Fayetteville AR 72701, phone number 501- 718-7640 Ext. 5. The reconsideration officials will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration officials to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract.

We will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or

refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment until satisfactory action has been taken.

Counting DBE Participation. (26.55)

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

Certification. (26.61 - 26.91)

The Fayetteville Municipal Airport will use the certification standards of Subpart D of part 26 and the certification procedures of Subpart E of part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

Process

Our certification application form and documentation requirements are found in Attachment ___ To this program.

For information about the certification process or to apply for certification, firms should contact:

Brenda Moss
4500 S. School Avenue, Suite F
Fayetteville AR 72701
Phone 501-718-7646

Or

Arkansas State Highway
And Transportation Department
P.O. Box 2261
Little Rock AR 72203-2261
Phone 501-569-2259

The Arkansas Highway Department has certified all interested individuals who have inquired at the airport about DBE certification (see attached agreement with the State attachment #4). The airport will use the Arkansas Highway and Transportation Department's DBE directory to determine the eligibility of firms to participate as DBEs in DOT-assisted projects, and the Fayetteville Municipal Airport-Drake Field will continue to honor the certification completed by other entities as long as documentation can be provided.

In the event we propose to remove a DBE's certification, we will follow procedures consistent with 26.87.

Attachment #2 to this program sets forth these procedures in detail.

Unified Certification Program

The Fayetteville Municipal Airport-Drake Field will participate in a Unified Certification Program as one becomes available for the State of Arkansas. The Fayetteville Municipal

Airport-Drake Field will utilize the Arkansas State Highway and Transportation Department in certifying individuals which we have recruited as candidates as DBEs.

Certification Appeals

Any firm or complainant about a certification matter should be sent to:

Department of Transportation Office of Civil Rights Certification Appeals
Branch 400 Th St., SW, Room 2104
Washington, DC 20590

The airport will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

"Recertification"

The Arkansas Highway and Transportation Department will handle recertification of DBEs for the airport. The Arkansas Highway and Transportation Department's policy is to fully recertify DBEs every three years.

"No Change" Affidavits and Notice of Change

The Arkansas Highway and Transportation Department will handle "No Change" affidavits and Notice of Change for the Fayetteville Municipal Airport-Drake Field. They do require an acknowledgment (a signed form that the DBE's status has not changed) annually.

Personal Net Worth

The Arkansas Highway and Transportation Department will handle personal net worth statements. Their statement is compatible to the U.S. Small Business Administration (SBA) form 413 (2-94). A copy of form 413 (2-94) is used as an attachment #3 to this document.

Bidders List

The Fayetteville Municipal Airport-Drake Field will create a bidders' list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders' list approach to calculating overall goals. The bidders' list will include the name, address, and DBE/non-DBE status, and age of the firm and the annual gross receipts. The bid packet will include a form for the necessary information required on all bidders, and the bidders will be required to return the form at the time of bid opening.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Fayetteville or Department of Transportation. This reporting requirement also extends to any certified DBE subcontractor.

We will keep a cumulative total of actual payments to DBE firms for work committed to them at the time of contract award. The contractor will be responsible for submitting a record of any payments made to DBEs when they submit payment requests from the recipient. We will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Reporting to DOT

We will report DBE participation to DOT by submitting annually DOT From 4630, as modified for by FAA recipients

Confidentiality

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law. The Arkansas State Freedom of Information Act A.C.A. Title 25-19-105 states that examination and copying of public records or files which, if disclosed, would give advantage to competitors and bidders shall not be deemed to be made open to the public under the provisions of the State FOIA law. However, the company must request this protection in writing with proof that such information would put them at a disadvantage. Notwithstanding any contrary provision of state or local law, we will not release personal financial information submitted in response to the personal net worth requirements to a third party (other than DOT) without the written consent of the submitter. All local laws are superseded by state and federal laws.

APPROVED:
U.S. DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration

By: ______________________ Date _________

Attachments

1. Attachment #2. Department of Transportation 49 CFR Parts 23 and 26 rule #26.87.
2. Attachment #3 U.S. Small Business Administrations (SBA) form 413 (2-94).
3. Attachment #4 AHTD Agreement
4. Attachment #5 Sample Calculation for DBE base.

deemed to have failed to cooperate under § 26.109(c).

(k) If you are a recipient, you must make decisions on applications for certification within 90 days of receiving from the applicant firm all information required under this part. You may extend this time period once, for no more than an additional 60 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. You may establish a different time frame in your DBE program, upon a showing that this time frame is not feasible, and subject to the approval of the concerned operating administration. Your failure to make a decision by the applicable deadline under this paragraph is deemed a constructive denial of the application, on the basis of which the firm may appeal to DOT under § 26.89.

§ 26.85 What rules govern recipients' denials of initial requests for certification?

(a) When you deny a request by a firm, which is not currently certified with you, to be certified as a DBE, you must provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based must be made available to the applicant, on request.

(b) When a firm is denied certification, you must establish a time period of no more than twelve months that must elapse before the firm may reapply to the recipient for certification. You may provide, in your DBE program, subject to approval by the concerned operating administration, a shorter waiting period for reapplication. The time period for reapplication begins to run on the date the explanation required by paragraph (a) of this section is received by the firm.

(c) When you make an administratively final denial of certification concerning a firm, the firm may appeal the denial to the Department under § 26.89.

§ 26.87 What procedures does a recipient use to remove a DBE's eligibility?

(a) *Ineligibility complaints.* (1) Any person may file with you a written complaint alleging that a currently certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in § 26.109(b).

(2) You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.

(3) If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) *Recipient-initiated proceedings.* If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) *DOT directive to initiate proceeding.* (1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.

(2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

(3) You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) *Hearing.* When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

(1) In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.

(2) You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT under § 26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.

(3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.

(e) *Separation of functions.* You must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1) Your method of implementing this requirement must be made part of your DBE program.

(2) The decisionmaker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.

(3) Before a UCP is operational in its state, a small airport or small transit authority (i.e., an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

(f) *Grounds for decision.* You must not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the recipient at the time of its certification of the firm. You may base such a decision only on one or more of the following:

(1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;

(2) Information or evidence not available to you at the time the firm was certified;

(3) Information that was concealed or misrepresented by the firm in previous certification actions by a recipient;

(4) A change in the certification standards or requirements of the Department since you certified the firm; or

(5) A documented finding that your determination to certify the firm was factually erroneous.

(g) *Notice of decision.* Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under § 26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding.

(h) *Status of firm during proceeding.* (1) A firm remains an eligible DBE during the pendancy of your proceeding to remove its eligibility.

(2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

(i) *Effects of removal of eligibility.* When you remove a firm's eligibility, you must take the following action:

(1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.

(2) If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal, but may count toward the contract goal.

(3) *Exception:* If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

(j) *Availability of appeal.* When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under § 26.89.

§ 26.89 What is the process for certification appeals to the Department of Transportation?

(a)(1) If you are a firm which is denied certification or whose eligibility is removed by a recipient, you may make an administrative appeal to the Department.

(2) If you are a complainant in an ineligibility complaint to a recipient (including the concerned operating administration in the circumstances provided in § 26.87(c)), you may appeal to the Department if the recipient does not find reasonable cause to propose removing the firm's eligibility or, following a removal of eligibility proceeding, determines that the firm is eligible.

(3) Send appeals to the following address: Department of Transportation, Office of Civil Rights, 400 7th Street, SW, Room 2401, Washington, DC 20590.

(b) Pending the Department's decision in the matter, the recipient's decision remains in effect. The Department does not stay the effect of the recipient's decision while it is considering an appeal.

(c) If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and arguments concerning why the recipient's decision should be reversed. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal.

(1) If you are an appellant who is a firm which has been denied certification, whose certification has been removed, whose owner is determined not to be a member of a designated disadvantaged group, or concerning whose owner the presumption of disadvantage has been rebutted, your letter must state the name and address of any other recipient which currently certifies the firm, which has rejected an application for certification from the firm or removed the firm's eligibility within one year prior to the date of the appeal, or before which an application for certification or a removal of eligibility is pending. Failure to provide this information may be deemed a failure to cooperate under § 26.109(c).

(2) If you are an appellant other than one described in paragraph (c)(1) of this section, the Department will request, and the firm whose certification has been questioned shall promptly provide, the information called for in paragraph (c)(1) of this section. Failure to provide this information may be deemed a failure to cooperate under § 26.109(c).

(d) When it receives an appeal, the Department requests a copy of the recipient's complete administrative record in the matter. If you are the recipient, you must provide the administrative record, including a hearing transcript, within 20 days of the Department's request. The Department may extend this time period on the basis of a recipient's showing of good cause. To facilitate the Department's review of a recipient's decision, you must ensure that such administrative records are well organized, indexed, and paginated. Records that do not comport with these requirements are not acceptable and will be returned to you to be corrected immediately. If an appeal is brought concerning one recipient's certification decision concerning a firm, and that recipient relied on the decision and/or administrative record of another recipient, this requirement applies to both recipients involved.

(e) The Department makes its decision based solely on the entire administrative record. The Department does not make a de novo review of the matter and does not conduct a hearing. The Department may supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, state, or local law enforcement authorities; officials of a DOT operating administration or other appropriate DOT office; a recipient; or a firm or other private party.

(f) As a recipient, when you provide supplementary information to the Department, you shall also make this information available to the firm and any third-party complainant involved, consistent with Federal or applicable state laws concerning freedom of information and privacy. The Department makes available, on request by the firm and any third-party complainant involved, any supplementary information it receives from any source.

(1) The Department affirms your decision unless it determines, based on the entire administrative record, that your decision is unsupported by

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ATTACHMENT #3

PERSONAL FINANCIAL STATEMENT

U.S. SMALL BUSINESS ADMINISTRATION

As of ______________, 19 ___

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name ______________________________ Business Phone ______________

Residence Address ______________________________ Residence Phone ______________

City, State, & Zip Code ______________________________

Business Name of Applicant/Borrower ______________________________

ASSETS (Omit Cents)		LIABILITIES (Omit Cents)	
Cash on hands & in Banks	$	Accounts Payable	$
Savings Accounts	$	Notes Payable to Banks and Others (Describe in Section 2)	$
IRA or Other Retirement Account	$	Installment Account (Auto) Mo. Payments $	$
Accounts & Notes Receivable	$	Installment Account (Other) Mo. Payments $	$
Life Insurance-Cash Surrender Value Only (Complete Section 8)	$	Loan on Life Insurance	$
Stocks and Bonds (Describe in Section 3)	$	Mortgages on Real Estate (Describe in Section 4)	$
Real Estate (Describe in Section 4)	$	Unpaid Taxes (Describe in Section 6)	$
Automobile-Present Value	$	Other Liabilities (Describe in Section 7)	$
Other Personal Property (Describe in Section 5)	$	Total Liabilities	$
Other Assets (Describe in Section 5)	$	Net Worth	$
Total	$	Total	$

Section 1. Source of Income		Contingent Liabilities	
Salary	$	As Endorser or Co-Maker	$
Net Investment Income	$	Legal Claims & Judgments	$
Real Estate Income	$	Provision for Federal Income Tax	$
Other Income (Describe below)*	$	Other Special Debt	$

Description of Other Income in Section 1.

____

____

____

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

(Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

SBA Form 413 (2-94) Use 5-91 Edition until stock is exhausted. Ref: SOP 50-10 and 50-30

This form was electronically produced by Elite Federal Forms, Inc

(tumble)

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Section 3.

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

Section 6. **Unpaid Taxes.** (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

Section 7. **Other Liabilities.** (Describe in detail.)

Section 8. **Life Insurance Held.** (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)

I authorize SBA/Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature: Date: Social Security Number:

Signature: Date: Social Security Number:

PLEASE NOTE: The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U.S. Small Business Administration, Washington, D.C. 20416, and Clearance Officer, Paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503.

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

July 20, 2000

Ms. Jane Wilson
Human Resources & Public Affairs Director
Arkansas Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203-2261

RE: DBE Certification

Dear Ms. Wilson:

I am the Disadvantaged Business Enterprise Liaison Officer for the Fayetteville Municipal Airport. Pursuant to a telephone conversation I had with Ms. Kay Crutchfield, we would like to use the state DBE certification list posted by your office as our DBE list.

In addition to this, we would like to include the following items in our program and require your certification that they will be valid:

"Recertification

The Arkansas Highway and Transportation Department will handle recertification.

No Change Affidavits and Notices of Change

The Arkansas Highway and Transportation Department shall handle "No Change" affidavits and "Notices of Change."

Personal New Worth

The Arkansas Highway and Transportation Department will handle personal net worth statements."

If you agree that the State will handle these for us, please sign the signature block below and return this letter to me so that I may include it in our program. If you have any question, please feel free to contact me at 501-718-7643. Thank you for your assistance.

Sincerely,

Brenda Moss

Brenda Moss
Financial Coordinator

I affirm that the Arkansas Highway and Transportation Department will handle recertification, no change affidavits and notices of change, and personal net worth statements for companies pursuing DBE status for airport related projects.

Jane Wilson
Ms. Jane Wilson
AHTD

7-20-00
Date

ATTACHMENT #5

Average goal accomplishments for last three years (1997 throught 1999)

Year	DBE Goal Expressed as %	DBE Accomplished Expressed as %	Average DBE Goal Accomplished
1997	10	3.16	
1998	4.22	0	
1999	5	2.06	
			1.74

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

Southwest Region
Arkansas, Louisiana
New Mexico, Oklahoma
Texas

Fort Worth, Texas [illegible]

SEP 1 1 2000

Ms. Brenda Moss
Financial Coordinator
Fayetteville Municipal (Drake Field) Airport
4500 S. School, Suite F
Fayetteville, AR 72701

Dear Ms. Moss:

This letter is in reference to the disadvantaged business enterprise (DBE) program for the Fayetteville Municipal (Drake Field) Airport. Based on our review, we have determined that the program meets the standards in 49 CFR Part 26, Department of Transportation regulations. Please forward a complete copy of your program to our office with all revisions, corrections, and changes. Your overall DBE goal of 1.12 percent for Airport Improvement Program (AIP) projects covers the period October 1, 1999, through September 30, 2000.

You are not required to submit regular updates to your program as long as you remain in compliance. However, if you do make significant changes to the program, please submit a revised program to our office for review.

Since an annual review of your overall goal (FY 2001) was required on August 1, 2000, please submit an updated goal and methodology as soon as practicable if you have not already done so. This submission should include steps 1 and 2; breakout of race-neutral and race-conscious participation with a supporting rationale on how the breakout was derived; and evidence of public participation. All of the above steps must be taken even if you determine that the overall goal will remain the same.

You are not required to obtain concurrence by our office with your updated overall goal prior to implementation. Thus, once you have submitted your overall goal, you can solicit bids or proposals for AIP contracts after September 30, 2000, which include contract goals derived from a proposed overall goal.

If you have any questions or need assistance, please contact Ms. Rosetta Francis-Robinson, External Program Manager, Civil Rights Staff, at (817) 222-5009.

Sincerely,

Ruth Leverenz

Ruth Leverenz
Regional Administrator,
Southwest Region

Note:

A complete copy of the Federal Register 49 CRF Parts 23 and 26 dated February 2, 1999 is available in the Airport Administration Office. The document is very long and in order to save copying costs for the City Council Agenda, we have not reproduced the document for each packet. If you would like to see a copy or would like to have a separate copy, please contact Brenda Moss at 718-7643. Thank you for your help and consideration.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of **October 17, 2000**

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUIRED: To approve an ordinance for RZ 00-22.00, submitted by James Key on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

COST TO CITY:

$0.00		
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 September 25, 2000, Planning Commission voted 7-0-1 to recommend approval and to forward the rezoning to the City Council.

Division Head 10-2-00 Date

Department Director 10-2-00 Date

Administrative Services Director 10/2/00 Date

Mayor 10/3/00 Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

ORDINANCE NO.____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ00-22.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.18 ACRES LOCATED AT 28 S. UNIVERSITY, REQUESTED BY JAMES KEY ON BEHALF OF JAMES MITCHELL MASSEY.

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

Section 1. That the zone classification of the following described property is hereby changed as follows:

From C-1, Neighborhood Commercial District to R-3, High Density Residential District for the real property described in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of ___________, 2000.

APPROVED:

By:______________________________
Fred Hanna, Mayor

ATTEST:

By:________________________
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 00-22.00

A PART OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION SIXTEEN (16), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN EXISTING IRON PIPE ON THE EAST RIGHT-OF-WAY OF UNIVERSITY AVENUE, SAID POINT BEING N02°36'10"E 278.50 FEET FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF UNIVERSITY AVENUE AND THE CENTER OF PUTNAM STREET; THENCE N02°36'10"E ALONG SAID RIGHT-OF-WAY 80.00 FEET TO A SET IRON; THENCE LEAVING SAID RIGHT-OF-WAY S87°06'50"E 100.19 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY OF THE ARKANSAS AND MISSOURI RAILROAD (FORMERLY ST. LOUIS AND SAN FRANCISCO RAILROAD); THENCE S00°43'13"W ALONG SAID RAILROAD RIGHT-OF-WAY 80.06 FEET TO A SET IRON; THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY N87°06'50"W 102.82 FEET TO THE POINT OF BEGINNING, CONTAINING 0.1864 ACRES (8120.7 SQUARE FEET), MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

RZ 00-22.00: Rezoning (Massey, pp 522) was submitted by James Key, Architect on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

Odom: The next item that we have on tonight's agenda is a rezoning request RZ 00-22.00 submitted by James Key, Architect on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential. Staff's recommendation is for approval of the request of rezoning based on the findings as included as part of their report. Staff are there any further Conditions of Approval?

Conklin: There are no further Conditions of Approval.

Odom: Mr. Key? Identify yourself for the record and make your presentation.

Key: My name is James Key, architect. I'm here on behalf of the owner Mr. Massey to request rezoning of this partial lot. As was stated it's a .186 acres. It's the south 80 feet of the original lot 13 of the County Court plat. That lot had been split some time in the past with a commercial development on the north 42 feet of it which currently houses the Razorback Laundry and convenience store next to a small computer outlet and Wes' Barbeque. You are all probably familiar with it. This property currently houses a single-family residence which is unoccupied. The owner has recently obtained this property and would like to look at downgrading this zoning from a commercial lot to a R-3 High Density Residential which, in our opinion, is compatible with the neighborhood. I think the staff has agreed. I would be glad to field any questions you might have.

Odom: Before we take questions, Mr. Key, let me ask if there is any member of the audience that would like to address us on this rezoning request. Please come forward at this time.

PUBLIC COMMENT:

Thompson: Hello. My name is Ken Thompson. Two years ago, this time of year, I stopped in and visited with my old bible teacher, Earline Shoemaker who lived at this house and residence. I was doing a little campaigning and I was asking for her vote and she questioned me pretty closely about the candidate I was representing. I took the opportunity to ask her about her house there because I was kind of curious and she said it was built in 1836. It's the remainder of a ten pen house that has been there. I guess she and her husband came in the forties or fifties and lived there probably fifty years or more. She passed away, I guess, last year at the age of 99. I was thinking that this has stood around for a good many years. I don't know if anybody of note ever lived there but somebody was a neighbor of early notables of Fayetteville. It just seems like a postage stamp size property. It was cared for and looked after by a series of residents. She said it was the second oldest house in Fayetteville, it probably wasn't always in Fayetteville - Fayetteville has grown around it, after the Ridge House. She looked into it and told me what she knew. Sometimes when these things are gone we kind of regret that they have passed away and left for ruin or whatever. Archibald Yell's house or the Waxhaw's Estate. People talked about it until it was no longer salvageable and have moved his law office and use it and it's kind of cherished. I would think that perhaps, it's been a nice little house and perhaps can serve a hundred years more for a retired couple like the Shoemaker's who came from Ohio and settled down here. I guess you could drag it down and grade it and make a parking lot or some more housing for students which is probably needed but it's served well and it's kind of a nice little house. I think it ought to be preserved. That could serve as a family residence for someone. That's all I have to say.

Odom: Thank you Mr. Thompson. Any other member of the audience like to address us on this rezoning request?

COMMISSION DISCUSSION:

Odom: Seeing none, I will close the floor to public discussion and bring it back to the applicant for questions and comments of the Planning Commission.

Shackelford: Mr. Chairman?

Odom: Commissioner Shackelford.

Shackelford: Prior to getting started, I'm going to have a conflict of interest on this so if you would abstain me from the vote.

Odom: Thank you.

Ward: Mr. Chairman?

Odom: Commissioner Ward.

MOTION:

Ward: I looked at down-zoning this from commercial to residential and this seems like a very good area for multi-family and I see next to it C-1 on one side and I-1 on the other side so I will go ahead and recommend approval of RZ 00-22.00.

Allen: I'll second.

Odom: We have a motion by Commissioner Ward, second by Commissioner Allen to approve Rezoning 00-22.00. I'll remind members of audience that the rezoning request is nothing more then a recommendation for City Council. This will now go before the City Council with either our recommendation that we approve this item or if it's denied the applicant has the right to appeal that to the City Council for action there as well. Any further discussion.

Hoffman: Mr. Chairman?

Odom: Commissioner.

Hoffman: I have a question for the applicant. Have you looked into the possibility of saving this house. Even as old as it is, it could be a very significant historical home.

Key: I personally have not been contracted by the owners to look at the restoration potentials of this property although I have toured the property and granted it was a very fine home in it's day. I'm not sure of the history of when it was built and the history since that time but the house is very much in disrepair at the current time. Considering the industrial zoning adjacent to it, the high density residential directly adjacent to it across the street, I don't think it's practical to look at developing this as a fine single-family home. The redevelopment cost would be considerable for a single-family residence which would be, I think in the owners and my opinion, not really desirable considering the location of the site.

Hoffman: Could it be incorporated into the apartment design in some way?

Key: I don't believe that it could due to the proximity of how the house is sited on the site. It's basically centered and pushed to the front. It sits ten to twelve feet within the setbacks. If it were to be developed as it is, with additional development added to it, we would have a problem with parking and access to the site because currently it is not positioned such that a drive access could be obtained around it to get parking to the rear and it's positioned so far to the west, the front of the lot, that there is no potential to get parking to the west of it, in front of it. I don't think that it's feasible. Granted it could be a nice residence but considering the commercial zoning of the lot and considering the neighborhood, I don't think the owners considered it as a practical measure at this point considering the redevelopment cost and the inherent lot value in the neighborhood.

Hoffman: I take it from your statement then that there is no historical marker attached or any official historic designation attached to the structure?

Key: Not that I or the owners are aware of. I was not aware as the gentleman stated it was potentially the second oldest house in Fayetteville. I have had the pleasure of working on some restorations and historic districts, particularly the Davis Brumfeld house which was dated 1852. I find it hard to believe that this house is older than that. It very well could be, it does have some fine detailing in it. As I stated, it is very much in disrepair. It would probably cost more, at this point, to try to save it and restore it than it would be to tear it down and build a new single-family residence on this lot. However, considering the proximity in the neighborhood and various other things, I don't think it's feasible to even do that at this point. The reason we are here requesting the rezoning also is that it's not practical to be developed as a commercial lot unfortunately. It's too small. It's twelve foot in grade above the adjacent commercial property which had been developed quite some time in the past. I would like, if at all possible Ms. Hoffman, to try to save this house and incorporate it into this development, unfortunately given the circumstances, I don't think that that's practical.

Hoffman: Well knowing that but also knowing that rezoning is not a demolition permit, it does not equal a demolition permit, I will go ahead and support the request for rezoning.

Key: Thank you.

Odom: Any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call RZ 00-22.00 passes upon a vote of 7-0-1 with Commissioner Shackelford abstaining.

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: September 25, 2000

RZ 00-22.00: Rezoning (Massey, pp 522) was submitted by James Key, Architect on behalf of James Mitchell Massey for property located at 28 S. University. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.18 acres. The request is to rezone to R-3, High Density Residential.

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
○ Approved ○ Denied

Date: September 25, 2000

CITY COUNCIL ACTION: Required YES
○ Approved ○ Denied

Date: October 17, 2000 (1st reading)

Comments: ____________________

H:\USERS\COMMON\DAWNT\REPORTS\PC\9-25-00\massey.wpd

BACKGROUND:

The subject property, located south of Center Street and east of S. University Ave., is contains one vacant single family residence with an out building. The applicant is requesting that this 0.1864 acre tract be rezoned from C-1, Neighborhood Commercial to R-3, High Density Residential.

The applicant proposes to develop this site with a multi-family dwelling. According to bulk and area restrictions for the R-3 zoning district, a duplex is the highest density that would be achievable without a variance from the Board of Adjustment. Three or more units in the R-3 district require a minimum of 90' of frontage along a City street, this lot has 80' of frontage along University Ave.

Adjoining and surrounding land uses are somewhat mixed. There is a railroad right-of-way to the east of this property which serves to divide the neighborhood. This area is the proposed site for the Prairie-Center St. trail which is in the planning stages currently. To the north, there is a small commercial center which contains a restaurant and laundromat. Just north of that, at the corner of University and Center Streets, there is a six unit apartment building. Across University in this area, there are several apartment developments. Just south of this site and further south on University Ave. there are single family and multi-family homes.

SURROUNDING LAND USE AND ZONING

North:	Commercial center, C-1 / R-3
South:	Single family home, I-1
East:	Railroad right-of-way, I-1 / Single family home, I-1 / Multi-family, R-2
West:	Beverly Manor Apts., R-3 / Glendale Apts., R-3

INFRASTRUCTURE:

Streets:	Access to this site is available from University Ave., a residential street adjacent to the west side of the property. Approximately 200' north of the subject property, University Ave. intersects Center Street. Center St. is classified as a collector on the City's Master Street Plan. A collector, when improved, is designed to carry 4,000 - 6,000 vehicles per day with a total right-of-way width of 70'.
Water:	6" line along University Ave.
Sewer:	8" line along University Ave.

LAND USE PLAN: General Plan 2020 designates this site Mixed Use. Rezoning this property to R-3, High Density Residential is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. This area is designated on the future land use map as mixed use.

Mixed Use Areas are described in the General Plan 2020 as follows:

The areas indicated as mixed use on the future land use map are areas where residential, commercial, office, and some industrial uses would be appropriate. Much of south Fayetteville is shown as mixed use area because it is in need of redevelopment and can accommodate future development. Designation of mixed use areas will allow developers a great deal of flexibility in terms of uses, while City regulations will maintain standards for quality mixed development. This part of the plan recognizes that development is market driven and therefore doesn't attempt to designate specific future land uses within these areas.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified at this time, a down-zone from commercial to residential will further protect surrounding residential properties and will be consistent with existing development patterns in the area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning will allow for increased population density, however it will not undesirably increase the load on public services including schools, water and sewer facilities.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

§161.07 DISTRICT R-3 HIGH DENSITY RESIDENTIAL

A. Purpose. The High Density Residential District is designated to protect existing high density multifamily development and to encourage additional development of this type where it is desirable.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings and Two-Family Dwellings
Unit 9	Multi-Family Dwellings/Medium Density
Unit 10	Multifamily Dwellings-High Density

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 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	16 to 40

D. Bulk and Area Regulations.

Lot Width Minimum:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home Park	50 ft.
	One Family	60 ft.
	Two Family	60 ft.
	Three or More	90 ft.
	Professional Offices	100 ft.
Lot Area Minimum:	Mobile Home Park	3 acres
	Lot Within a Mobile Home Park	4200 sq. ft.
	Row Houses:	
	Development	10,000 sq. ft.
	Individual Lot	2500 sq. ft
	Single Family	6000 sq. ft
	Two Family	6500 sq. ft
	Three or More	8000 sq. ft
	Fraternity or Sorority	1 acre
	Professional Offices	1 acre

Land Area Per Dwelling Unit:	Mobile Home	3000 sq. ft.
	Row Houses & Apartments:	
	Two or More Bedrooms One Bedroom No Bedroom	1200 sq. ft. 1000 sq. ft. 1000 sq. ft.
	Fraternity or Sorority	500 sq. ft., per resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	20

Cross Reference: Variance, Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.034; Code 1965, App. A, Art. 5(IV); Ord. No. 1747, 6-29-89; Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

James Mitchell Massey & Michael Lambert
P.O. Box 1924
Fayetteville, AR 72702

August 28, 2000

City of Fayetteville Planning Commission
113 W. Mountain Street
Fayetteville, AR 72701

Re: Rezoning Request
28 S. University Ave.

Ladies and Gentlemen:

We have submitted a request to rezone the property located at 28 S. University from C-1 Commercial to R-3 Residential. The .1864 acre lot, comprised of the south 80' of lot 13 of the Rev. Plat for County Plat of the City of Fayetteville and is fronted on the West by South University Avenue and to the East by the A&M Railroad line.

We are submitting this written statement along with our Application & Checklist for a Rezoning as required. We will address the items required under Item No. 5 as follows:

a. The property currently zoned C-1 Neighborhood Commercial and has a single-story wood framed residential structure and detached garage or out-building and is unoccupied. It is an interior lot, and although it has commercial uses established to the North, this adjacent property is zoned R-3 and also has an apartment development located on it. The property is currently in the name of James M. Massey and we do not intend to sell it upon approval of this rezoning request.

b. There are some single family occupied residences on this street, but the majority of the development and existing improvements are high density residential in nature. We would like to rezone this property from the current commercial zoning to one that is more compatible with the surrounding neighborhood and construct a small apartment building on it in the near future. Because it is elevated above the adjacent commercial development to the North, is cut off from that lot by this grade change and the backside of the commercial structure, and is a small interior lot, it is not appropriate or desirable for commercial development.

c. The property will relate to the existing adjacent and surrounding properties by being compatible with the zoning and development in the area.

    1. Use: the entire neighborhood has been developed in recent years to provide high-density rental accommodations, primarily for students attending the nearby University of Arkansas. Though there are some single-family residences in the near vicinity, they consist almost solely of older rundown structures that are rental properties. The majority of the surrounding neighborhood is zoned R-3 High-Density Residential, with the exception of the property directly to the South along S. University and

to the East and Southeast across the railroad ROW which is zoned I-1. There are a couple of spot zoned R-1 and R-2 lots along Gregg Street to the East in addition to the I-1 referred to above.

2. Traffic: with this comprising only .1864 acres and being only 80'x100' more or less in size, the number of dwelling units possible is limited due to setbacks, landscaping requirements, parking requirements and height requirements. We would like to be able to develop approx. ½ dozen units and the increased traffic, considering the existing adjacent residential developments, the proximity to the adjacent intersection, and the limited size of any possible development on this lot would be minimal. We anticipate some residents will likely not be vehicle users, and most will walk or ride UofA transit to the University campus located less than 4 blocks away.
3. Appearance: Although we have not finalized any development documents for a future apartment structure, we believe it will be compatible with any and all surrounding development. Due to zoning restrictions, it will be a maximum of 2 stories in height, have a conventional trussed residential style roof, likely hipped rather than with gables and will have simulated wood siding or other low maintenance exterior finishes. With an estimated 6, 1-bedroom units of less than 500 sf each, this building when planned and constructed will likely be no larger than a modest single family home of less than 3,000 square feet.
4. Signage: Again, although not fully planned to date, pending this request for rezoning, we anticipate a simple apartment facility sign, either wall, pole or pedestal mounted, complying with all requirements and guidelines of the City of Fayetteville Sign Ordinance and in complete harmony with the existing adjacent apartment developments.

d. There is currently city water and sewer available to this site. An 8" sewer line runs directly adjacent to the site along the east side of South University Avenue within the street ROW, and a 6" water line is located in University Ave., approximately to the East of the center of the ROW.

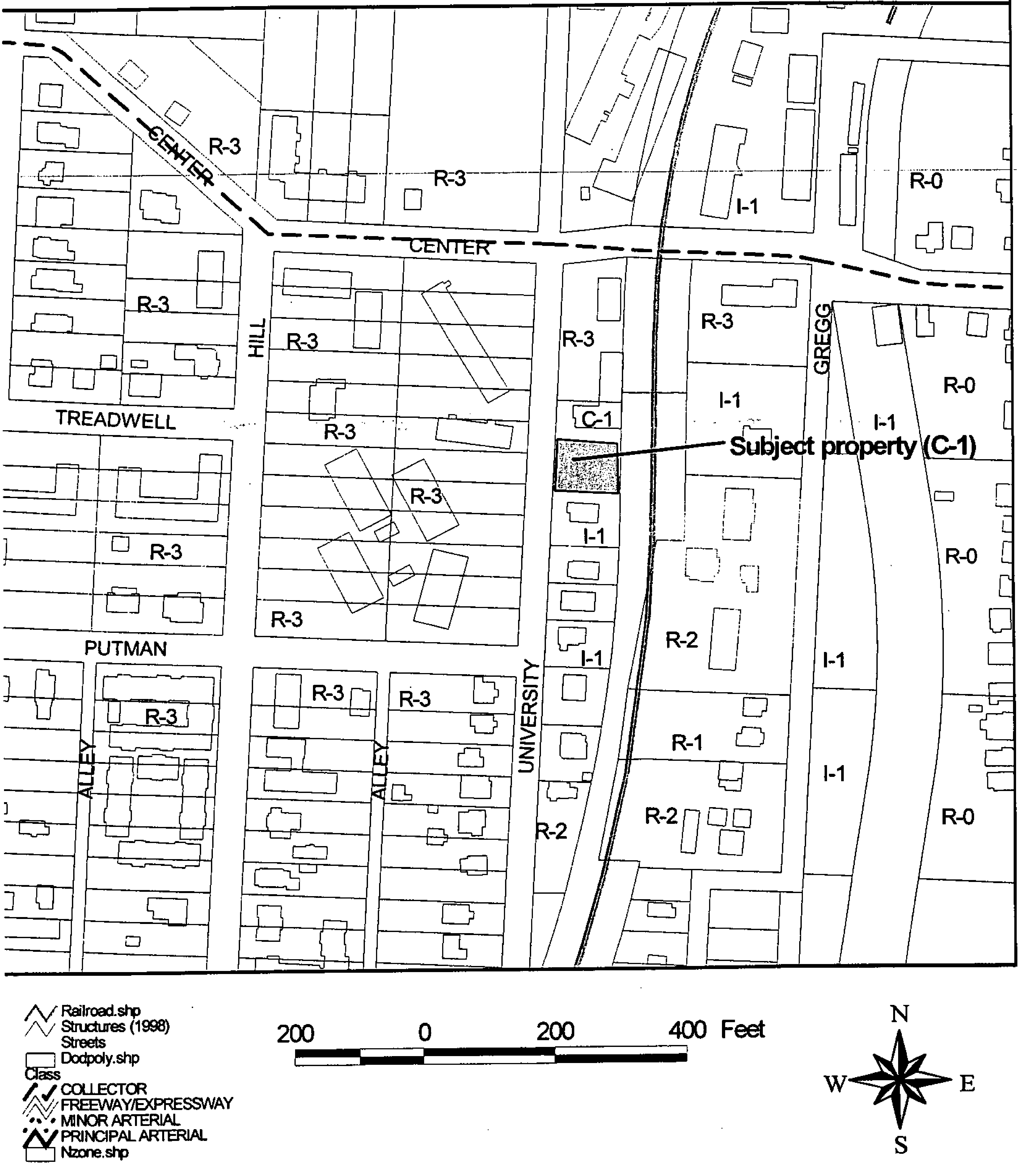
Hopefully this will satisfy the requirements for the rezoning request and explains adequately why we wish to change this property from its current commercial potential to a residential use in character with the surrounding neighborhood.

Respectfully,

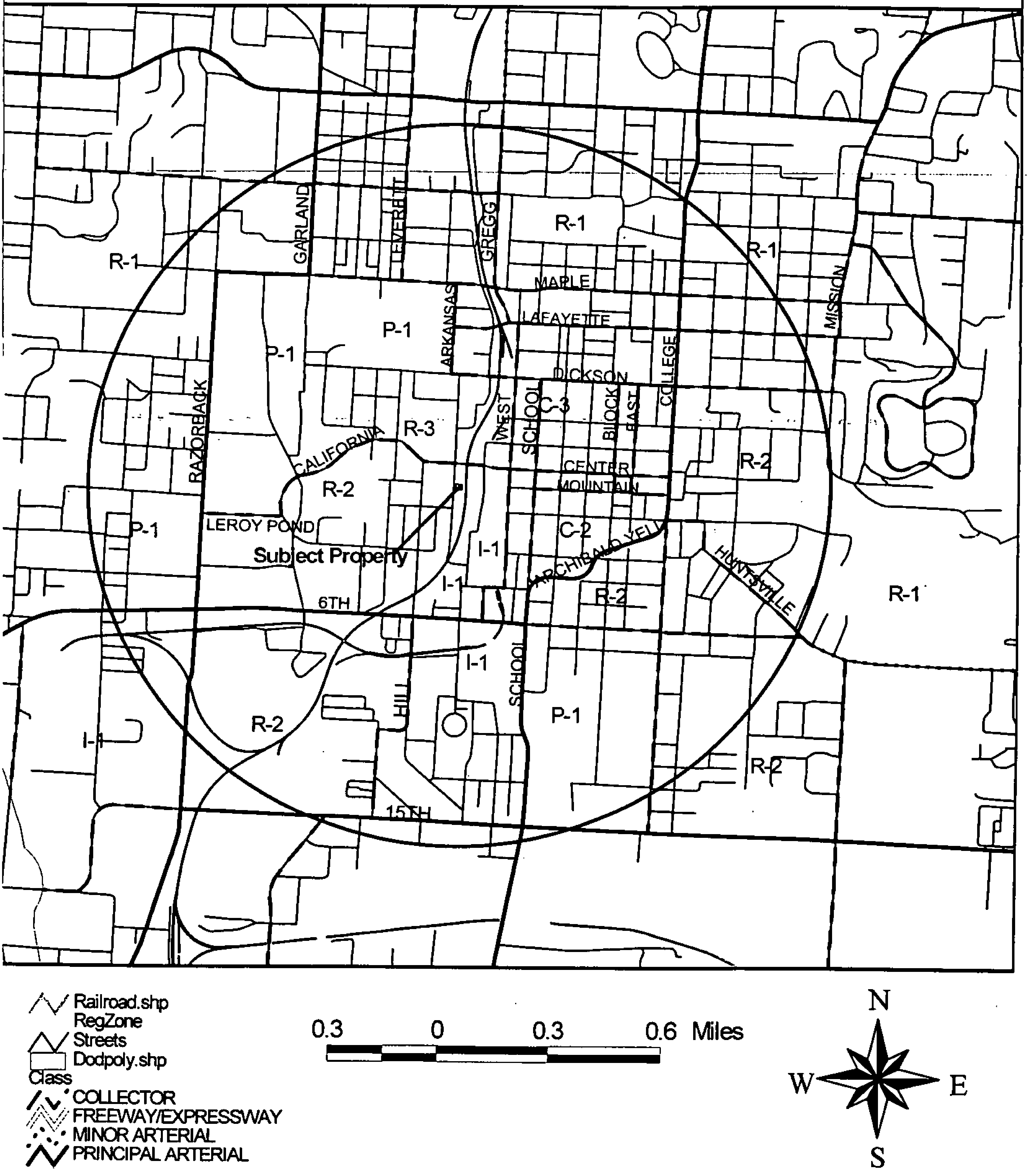
Michael Lambert

James Mitchell Massey

22 Massey - Close Up



RZ00-22 - Massey - One Mile Radius



Memo

Date: October 13, 2000

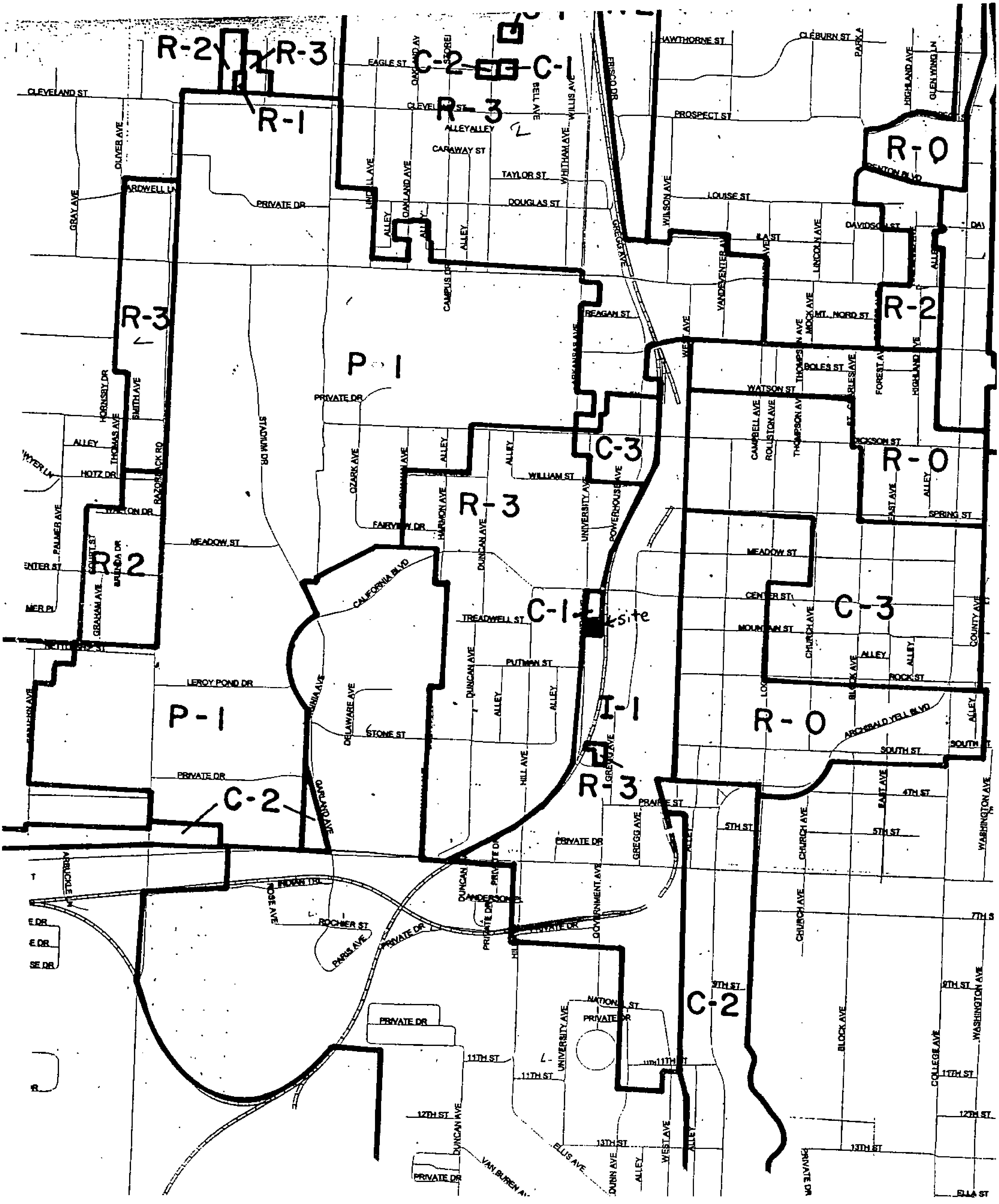
To: City Clerk

From: City of Fayetteville, Planning Division

Re.: Added Information for RZ 00-22

This is the additional information request by an alderman.

1970 ZONING MAP



ADOPTED BY: *FAYETTEVILLE CITY PLANNING COMMISSION*

DATE: JUNE 29, 1970

CERTIFIED: Clark C. McClinton
CHAIRMAN

SECRETARY

DATE FILED: ____________

WASHINGTON COUNTY CIRCUIT CLERK
& EX-OFFICIO RECORDER

"THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 1 OF ORDINANCE NUMBER 1747 OF THE CITY OF FAYETTEVILLE"

DATE: JUNE 29, 1970

Garland Melton Jr
MAYOR

Marilyn Moore
CITY CLERK

exceeds the height of 20 feet shall be set back from any boundary line of any R-1, R-2, or R-3 District an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.041; Code 1965, App. A, Art. 5(x); Ord. No. 1747, 6-29-89; Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

§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

C. Bulk and Area Regulations/Setbacks. 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.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

§161.14 DISTRICT C-2 THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

I. Unit 9. Multifamily Dwellings-Medium Density.

1. Description. Unit 9 consists of units of two or more family dwellings, which have been grouped separately to allow an intermediate residential density of four to 24 families per acre.

2. Included Uses.

Fraternity or Sorority Houses
Home Occupations
Multifamily Dwellings
Townhouse Developments
Two-Family Dwellings

J. Unit 10. Multifamily Dwellings-High Density.

1. Description. Unit 10 includes multifamily dwellings which provide areas for high density of 16 to 40 families per net acre.

2. Included Use.

Convalescent Home
Dormitory
Fraternity or Sorority Houses
Home Occupations
Multifamily Dwelling
Rooming/Boardinghouse
Townhouse Development

K. Unit 11. Mobile Home Park.

1. Description. Unit 11 consists of a separate use of mobile home parks, in order that they may be located in appropriate residential areas.

2. Included Uses.

Mobile Home Park

Cross Reference: Use Conditions, Chapter 163.

L. Unit 12. Offices, Studios and Related Services.

1. Description. Unit 12 consists of offices, studios, medical and dental labs, and other compatible or supporting services and sales.

2. Included Uses.

Advertising Agency	
Artist's Studio	
Barber and Beauty Shops (with six or fewer chairs)	
Computing Service	
Data Processing Service	
Drafting Service	
Dental Clinic	
Financial Institution	
Funeral Home	
Medical Clinic	
Office Buildings	
Social and Welfare Agencies	

FILED FOR RECORD

'00 AUG 3 PM 2 41

WASHINGTON CO AR
K. HARNESS

ORDINANCE NO. 4253

AN ORDINANCE AMENDING CHAPTER 162, USE UNITS, SECTION 162.01 O.2. and P.2., OF THE CODE OF FAYETTEVILLE, TO ADD USES TO USE UNIT 15: NEIGHBORHOOD SHOPPING GOODS AND DELETE USES FROM UNIT 16: SHOPPING GOODS.

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

Section 1. That Chapter 162, Use Units, Section 162.01, O.2., of the Code of Fayetteville, is hereby repealed and the following shall be inserted in its stead:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That Chapter 162, Use Units, Section 162.01, P.2., of the Code of Fayetteville, is hereby repealed and the following shall be inserted in its stead:

See Exhibit "B" attached hereto and made a part hereof.

PASSED AND APPROVED this 5th day of July, 2000.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

By: Heather Woodruff
Heather Woodruff, City Clerk

2000064408

Exhibit "A"

CHAPTER 162: USE UNITS

§162.01 O. Unit 15. Neighborhood Shopping Goods.
2. Included Uses.

Retail Trade:		
	Bookstores	
	Food:	-Bakery -Food specialties store -Dairy products -Grocery -Supermarkets -Delicatessen -Health food store
	Drugstore	
	Florist	
	Hardware Store	
	Home Furniture Store	
	Service Establishment:	-Dry cleaning -Barber and beauty shop -Laundry
	News and Magazine Stand	
	Laundry-Coin Operated	
	Service Station	
	Picture Framing, Retail	
	Antique Shop	
	Apparel and Accessory	
	Clothing	
	Shoe	
	Tailoring	
	Bicycle Shop	
	Camera Shop	
	Hobby Shop	
	Jewelry	
	Leather Goods and Luggage	
	Optical Goods	
	Pet Shop	

	Radio and television Store	
	Record and Tape Shop	
	Sporting Goods	
	Stationary Store	
	Toy Shop	

Sale of Supplies and Equipment	-Architects and Artists Supplies -Business Machines -Dental Supplies -Medical and Optical Supplies -Office Furnishing
Scientific Instruments	
Services:	-Auto Parking Garage -Blueprinting -Employment Agency -Photocopying -Printing -Ticket Office, Transportation and Amusement -Travel Agency -Veterinary Small Animal Out-Patient Clinic

M. Unit 13. Eating Places.

1. Description. Unit 13 is established so that eating places can be located as needed without necessarily introducing other commercial uses.

2. Included Uses.

Eating Places, Other Than Drive-Ins, Which Do Not Provide Dancing or Entertainment

N. Unit 14. Hotel, Motel and Amusement Facilities.

1. Description. Unit 14 consists of hotels, motels and certain types of amusement facilities.

2. Included Uses.

Auditorium
Dance Hall
Hotel
Membership Lodge
Motel
Motion Picture Theater
Night Club
Restaurant Providing Dancing and/or Entertainment
Tavern

O. Unit 15. Neighborhood Shopping Goods.

1. Description. Unit 15 includes a variety of frequently purchased commercial goods, where convenience of location is more important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential areas.

2. Included Uses.

Retail Trade:	Bookstores	
	Food:	-Bakery -Food specialties store -Dairy products -Grocery -Super-markets -Delicatessen -Health food store
	Drugstore	
	Florist	

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

Q. Unit 17. Trades and Services.

1. Description. Unit 17 consists of establishments engaged primarily in providing household and automotive maintenance and similar services which fulfill recurrent needs of residents of nearby areas, but are generally incompatible with primary retail districts because they break the continuity of retail frontage.

2. Included Uses.

Retail Trade Establishments, General	-Automotive Sales, Service and Repair, Including Body Shop -Buses -Mobile Home -Motorcycle, Including Service and Repair -Trucks, Including Service and Repair -Trailers, Camping, Hauling, Travel -Uses Car Lots -Farm Supplies and Equipment, Including Service and Repair -Farm Supplies and Equipment, Including Service and Repair
General Merchandise Establishment	-Direct Selling
Merchandise Vending Machine Operations	
Institutional Furniture and Furnishings	
Marine Craft, Sales & Service	-Boats and Accessories
Medical and Orthopedic Appliances	

Personal Help	-Animal Hospital -Auctioneer -Barber and Beauty Shop -Bindery -Cabinetmaker -Frozen Food Locker -Drapery Service -Dry Cleaning -Laundry -Linen Supply and Industrial Laundry -Packing and Crating -Rug Cleaning -Taxidermist -Tool Sharpening
Repair Service	-Armature Rewinding -Auto Repair -Auto Wash -Electrical Repair Service -Furniture -Mattresses -Motors -Radio and Television Repair -Reupholstry -Rug Repair

R. Unit 18. Gasoline Service Station and Drive-In Restaurants.

1. Description. Gasoline service stations and drive-in restaurants can be significantly objectionable to nearby uses, so, therefore, have been allowed only in districts where necessary to provide this use.

2. Included Uses.

Gasoline Service Station
Self-Service Auto Wash (in conjunction with a gasoline service station)
Drive-In Restaurant

S. Unit 19. Commercial Recreation.

1. Description. Unit 19 consists of commercial amusements which ordinarily do not require large sites and often seek location in or near developed commercial areas.

2. Included Uses.

Billiard and Pool Parlor
Bowling Alley
Domino
Slot Car Track
Skating Rink
Penny Arcade
Indoor Theater

Cross Reference: Parking and Loading, Chapter 172 .

T. Unit 20. Commercial Recreation, Large Sites.

1. Description. Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the City. Uses in the unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

2. Included Uses.

Amusement Park
Drag Strip
Drive-In Theater
Fairgrounds
Fishing Dock
Go-Cart Track
Golf Range
Miniature Golf
Race Track

(billboards) on which space is leased or rented by the owners thereof to others for the purpose of conveying a commercial or noncommercial message. Outdoor advertising is set forth as a single use unit in order to provide maximum control over the location of outdoor advertising signs.

2. Included Use.

Outdoor Advertising Signs

Y. Unit 25. Professional Offices.

1. Description. Unit 25 consists of small professional offices that are compatible with medium and high density residential areas.

2. Included Uses.

Doctor's Office (no more than four doctors)
Dentist's Office (no more than four dentists)
Insurance Sales
Studio for Teaching Any of the Fine or Liberal Arts
Photography Studio
Welfare Agencies
Architect
Engineer
Attorney
Accountant
Business or Management Consultant
Realtor
Broker
Interior Decorator
Veterinary Small Animal Out-Patient Clinic

Z. Unit 26. Single-Family Dwellings.

1. Description. Unit 26 is provided in order that single-family detached dwelling may be located in appropriate residential areas.

2. Included Uses.

Single-Family Detached Dwellings

AA. Unit 27. Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks.

1. Description. Unit 27 is provided in order that wholesale bulk petroleum storage facilities with underground storage tanks may be located in the appropriate industrial areas.

2. Included Uses.

Wholesale Bulk Petroleum Storage Facilities with Underground Storage Tanks

BB. Unit 28. Center for Collecting Recyclable Materials.

1. Description. Unit 28 is provided in order that centers for collecting recyclable material may be located in appropriate commercial and industrial areas.

2. Included Uses.

Center for Collecting Recyclable Materials

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of Oct 17, 2000

FROM:

John Maquire
Name

Division

admin
Department

ACTION REQUIRED:

See attached

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:
GRANTING AGENCY:

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

STAFF RECOMMENDATION: Approval of the ordinance.

Division Head Date

Department Director Date

John Maguire
Admin. Svcs Director Date 10/4/00

Mayor Date

Cross Reference

New Item: [✓ Yes] No

Prev Ord/Res #:

Orig Contract Date:

ORDINANCE NO. ________

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $10,000,000 PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2000; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, AN UNDERWRITING AGREEMENT, A REMARKETING AGREEMENT, A LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT, AND A TAX COMPLIANCE AGREEMENT IN CONNECTION THEREWITH; APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFER AND SALE OF THE BONDS; PROVIDING FOR CERTAIN OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
OCTOBER 17, 2000

A meeting of the Fayetteville City Council will be held on October 17, 2000 at 6:30 p.m. in Room 219 of the City Administration Building.

PRESENTATION - CONNIE +

CONSENT AGENDA

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the September 19, 2000 City Council meeting.

2. **BID 00-66:** A resolution accepting the lowest qualified bidder for one cab/chassis with mounted Utility Body and lift, Bid 00-66, Item #1, with the authorization for the purchase of this item from Ron Blackwell Ford.

3. **SEWER MANHOLE REHABILITATION:** A resolution approving the a construction change order with Kim Construction, Inc. for Sanitary Sewer Manhole Rehabilitation, Illinois Basin 6-9 and 16, and White Rive Minisystem 9A, in the amount of $104,503 and maintain a contingency of $15,000.

need backup.

4. **NEW WORLD SYSTEM:** A resolution approving a annual maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign an agreement.

5. **MUNICIPAL COURT SOFTWARE:** A resolution approving a contract with New World Systems, Inc. for project management and installation of the Municipal Court system software, and authorize the Mayor and City Clerk to sign agreement.

6. **BID 00-69:** A resolution awarding Bid 00-69 and approving a budget adjustment.

7. **DEVELOPMENT IMPACT FEE STUDY:** A resolution approving phase one of the contract with James Duncan and Associates, Inc. to preform a development impact fee study. Approve the Mayor and City Clerk to sign the agreement with James Duncan and Associates, Inc. Additionally, authorize $4,500 in other project costs for phase one.

OLD BUSINESS

NEW BUSINESS

CONSENT

1. **EDUCATIONAL ACCESS CHANNEL:** A resolution authorizing an agreement with the University of Arkansas, Fayetteville, to operate the Educational Access Channel until October 31, 2002.

PLANNING - ORD.

DBE -> ALETT. - Branch CONSENT -

RON AUSTIN - Daughter died - check paper
for funeral

TUES 9:00
1st Baptist.

[illegible]
From: Sherry

PROOF
NORTHWEST ARKANSAS TIMES
Proof Copy-Please Approve/Correct
and Fax Back to (501) 442-5477
By 4:30 p.m. Today
Questions (501)442-1700
Approved by______ Date 10/5/00

CITY OF FAYETTEVILLE NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Arkansas code Annotated Section 19-9-607 (1998 Repl.) that a public hearing will be held before the City Council of the City of Fayetteville, Arkansas (the "City") on the question of the adoption of an ordinance authorizing the issuance by the City of $10,000,000 in aggregated principal amount of its Water and Sewer System Revenue Bonds, Series 2000 (the "Bonds"), under the authority of Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated Sections 14-164-401 *et seq.*, 14-234-201 *et seq.*, and 19-0-601 (1998 Repl.). The Bonds shall be payable from and secured by the net revenues derived from the City's water and sewer system (the "System"). The proceeds of the proposed Bonds will be used to finance and reimburse the costs of certain improvements to the System, including, specifically, the acquisition, construction and equipping of wastewater treatment facilities (the "Project"), and to pay the costs of issuing the Bonds.

Any persons interested may appear and express their views, both orally and in writing, on the proposed issuance of the Bonds and on the nature of the Project, at a public hearing to be held at 6:30 p.m. on Tuesday, October 17, 2000, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas. Any remarks at the hearing will be limited to five minutes per person. At such hearing, all suggestions and objections will be heard and considered.

Dated: October 4, 2000 Fred Hanna, Mayer o

please run as soon as possible
must be in before the ~~[illegible]~~ 7th.

Thanks.

please send three proofs signed & notarized.

FROM : NORTHWEST ARKANSAS TIMES FAX NO. : 4425477 Oct. 04 2000 03:27PM P1

Northwest Arkansas TIMES
Friday,
October 6, 2000

CITY OF FAYETTEVILLE
NOTICE OF
PUBLIC HEARING

Notice is hereby given pursuant to Arkansas code Annotated Section 19-9-607 (1998 Repl.) that a public hearing will be held before the City Council of the City of Fayetteville, Arkansas (the "City") on the question of the adoption of an ordinance authorizing the issuance by the City of $10,000,000 in aggregated principal amount of its Water and Sewer System Revenue Bonds, Series 2000 (the "Bonds"), under the authority of Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated Sections 14-164-401 *et seq.*, 14-234-201 *et seq.*, and 19-0-601 (1998 Repl.). The Bonds shall be payable from and secured by the net revenues derived from the City's water and sewer system (the "System"). The proceeds of the proposed Bonds will be used to finance and reimburse the costs of certain improvements to the System, including, specifically, the acquisition, construction and equipping of wastewater treatment facilities (the "Project"), and to pay the costs of issuing the Bonds.

Any persons interested may appear and express their views, both orally and in writing, on the proposed issuance of the Bonds and on the nature of the Project, at a public hearing to be held at 6:30 p.m. on Tuesday, October 17, 2000, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas. Any remarks at the hearing will be limited to five minutes per person. At such hearing, all suggestions and objections will be heard and considered.

Dated: October 4, 2000 Fred Hanna, Mayor

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
OCTOBER 3, 2000

A meeting of the Fayetteville City Council was held on October 3, 2000 at 6:30 p.m. in room 219 of the City Administration Building located at 113 West Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Hanna, Aldermen Reynolds, Davis, Trumbo, Daniel, Santos, Young, and Russell, Assistant City Attorney LaGayle McCarty, City Clerk Heather Woodruff, Staff, Press, and Audience.

ABSENT: City Attorney Jerry Rose and Alderman Austin.

Mayor Hanna stated Alderman Austin lost his daughter on Friday. He asked everyone to join him in a silent prayer for the Austin family.

CONSENT

APPROVAL OF THE MINUTES: Approval of the minutes from the September 5, 2000 meeting.

LIBRARY DESIGN: A resolution approving Phase 2 of an architectural agreement with Meyer, Sherer and Rock Castle LTD of Minneapolis, MN, covering the design and construction phase of the proposed Fayetteville Library. The costs of Phase 2 is $1,450,000 plus expenses not to exceed $95,000. Approval of a budget adjustment in the amount of $1,545,000 is also included.

RESOLUTION 132-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PANEL SYSTEM: A resolution approving the purchase of AR112A Panel System from Arkansas Correctional Industries in the amount of $20,588.52 and approval of a budget adjustment.

RESOLUTION 133-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AUDIT COMMITTEE: A resolution establishing an Audit Committee as an advisor, regarding compliance and other audit reporting, controls or accounting issues. The charter sets forth the selection process and the responsibilities of the Audit Committee. The Audit Committee is recommended by our outside auditors. Arthur Andersen and Co. and G.A.S.B.

RESOLUTION 134-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

CITY ADMINISTRATION ROOM POLICY: A resolution approving a new policy for reserving rooms in the City Administration Building.

Alderman Russell stated he had met with several members of the staff to discuss the proposed policy. There had been some minor changes made for security reasons.

Alderman Young questioned the word "conference" rather than "meeting rooms".

Alderman Russell stated his intentions were for it to apply to rooms that were typically used for committee meetings and things like that.

Alderman Young stated the only other concern he had was "matters currently pending".

Alderman Russell replied he thought most things fell under city policies, ordinances, or budget. The reason he had added "or matters currently pending before the City Council" actually came out of a conversation he had with Mr. Rose in regards to the Freedom of Information Act. He gave the example of a Free Tibet resolution, which did not fall under normal business, but would allow them to meet with residents if the item was before City Council.

Alderman Santos noted we were not requiring a deposit or rental cost.

Alderman Russell stated he had removed those items when he took out the part about non-profits using the building. If it was a city committee it was not their practice to require a deposit or to charge for that. He wanted to make things easier with regard to the deposit and damages to the building. They did not normally require that when they had city committee meetings.

Alderman Young stated he was assuming that the City Clerk would give this policy to the person requesting the room and by them receiving that policy they were acknowledging that they would be responsible for the damages.

Alderman Russell stated under this policy anyone reserving the room would be someone on city staff, an elected official, a city committee, or a non-profit with which the city contracted or another government entity. If they had a group meeting, like a citizen group, under this policy one of them would be responsible for the meeting and presiding over it.

Kevin Santos moved to approve the resolution. Alderman Reynolds seconded the motion.

Mr. Bob Kittinger, 3820 Gardenia Drive, his main concern was opening up City Hall for business other than just City business. He thought that was what the town center was for. He suggested that they look at developing their town center. They still had an access called, "CAT" he thought that was an excellent place for people to voice their opinions. He would like to see them reserve the City Hall for purposes solely related to the actual conduct of government as opposed to the comment on government.

In response Alderman Trumbo stated the way the policy was written was that a city alderman would have the right to reserve a room of items of interest to use the facility.

Alderman Russell stated the elected officials would not only have to reserve the room, but would have to be responsible for the conduct of the meeting and preside over the meeting. Both the Town Center and the new Library would have more community room space. When those facilities opened, then they could look at this policy again and further restrict it and move some of those meetings to one of those buildings.

Mr. Kittinger stated they needed to look towards those other venues. His concern was having the employees distracted by some of these meetings. He thought they should utilize the Town Center.

RESOLUTION 135-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

VA 00-8.00: An ordinance approving vacation request VA 00-8.00, submitted by Paul Reynolds, Attorney at Law on behalf of Christine Starmer, Estate of Arlan Starmer for property located at 927 West 15th Street. The property is zoned R-2, Medium Density Residential and contains approximately 0.29 acres. The request is to vacate a portion of the un-constructed street right-of-way for Price Avenue.

Ms. McCarty read the ordinance.

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

Ms. McCarty read the ordinance.

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 unanimously.

Ms. McCarty read the ordinance.

Mr. Paul Reynolds stated it was actually the estate of Christine Starmer. Arlan Starmer was the executor.

Ms. McCarty stated the error would be corrected.

Mayor Hanna asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.
ORDINANCE 4273 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

TELECOMMUNICATIONS SYSTEM: An ordinance approving a bid waiver and contract award for the lease of the Plexar-Custom Telecommunications System with Southwestern Bell Telephone Company.

Ms. McCarty read the ordinance.

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

Ms. McCarty read the ordinance.

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

Ms. McCarty read the ordinance.

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

ORDINANCE 4274 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MILLAGE
An ordinance adopting real and personal property tax rates for 2000 for General Fund, Policemen's Pension and Relief Fund and Firemen's Pension and Relief Funds. The rate to be adopted for General Fund is 2.0 mils for real property and 2.0 mils for personal property for one year to fund senior/ community center or senior citizen services. The rate to be adopted for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property and the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. There is no millage proposed for general government operations.

Ms. McCarty read the ordinance.

Mayor Hanna stated this reflected the rollback from .5 mils to .4 mils for the Police and Fire Pension Funds.

Alderman Reynolds asked what this was going to cost the Fire and Police Pension plans.

Mayor Hanna stated some of it would be made up with the increase in the amount of property on the books to be assessed. Normally they renewed this millage every year. It was required by law.
Alderman Santos stated they have had quiet a bit of discussion on the Senior Citizen Center.

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

Ms. McCarty read the ordinance.

A citizen asked if the ordinance was in compliance with Amendment 59.

Mayor Hanna stated the ordinance was in compliance. The rollback to .4 mils for the Fire and .4 mils for the Police Pension Funds met the rollback requirement. The new taxes did not have to meet that.

Alderman Santos explained the idea behind Amendment 59 was that as the tax base increased the tax rate decreased. The Fire and Police Funds would not be hurt by the rollback. They would still be getting the same amount of money.

Mr. Butch Green, an area resident, asked if a number of the residents did not claim their refund would it help off set the cost.

Mayor Hanna explained the city's total liability for the Fire and Police Pension Fund was relatively small.

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

Ms. McCarty read the ordinance.

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

ORDINANCE 4275 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OFFER AND ACCEPTANCE: Consideration of a purchase agreement with Burlington Northern and Santa Fe Railway Company.

Alderman Davis stated the City had offered Burlington Northern $50,000 for this right-of-way. They had responded that the right-of-way was worth $70,000. The item had gone back to the Sidewalk and Trails Committee. They had discussed it and they felt that the city needed to go ahead and purchase the property at this time. They were trying to put a multi-use trail throughout the City of Fayetteville. This trail would go from Sixth Street to Dickson Street. They were looking at possibility making it a twelve to fourteen foot wide trail to be used by bicycles and pedestrians.

Alderman Daniel stated this would tie in with the Mill Street Project. They needed to move ahead too. Their plans were dependant on what the Council did with this offer.

Mayor Hanna stated this part of town had more bicycle traffic than other parts of town.

Alderman Russell moved to authorize a $70,000 offer on the property and request that staff follow the instructions in the September 19, 2000 letter from Ms. Schafer, Rail Property Management. Alderman Reynolds seconded the motion.

Mr. Bob Jordon, an area resident, stated an appraisal had been conducted and the $70,000 was more than the appraised value and was it correct for them more than the appraised value.

Alderman Davis stated the appraiser who had conducted the appraisal was indicating that some of that was bad information. And the information they were now providing them was now worth $70,000.

Alderman Russell stated in circumstances like this where there was an articulable reason to it was legal to pay more than the appraised value.

Upon roll call the motion carried unanimously.

RESOLUTION 136-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

GOVERNMENT CHANNEL PROGRAMMING POLICY: A presentation from the Telecommunications Board on the "Policy on the Use of the Government Access Channel."

Mayor Hanna stated this was a presentation and no vote would be taken on the policy.

Mr. Kevin McDonald, Telecommunications Board, stated the purpose of the revisions was to clarify the criteria for a public forum. What had lead up to the changes was the We've Had Enough meeting and whether or not it constituted a public forum or wether or not it met the criteria. Under the old policy, if it was considered a public forum, then it should have been allowed as content on the Government Channel. A public forum had equal opportunity for everyone to appear and/or equal time. Under the old policy public forums and forum which had to do with particular issues were technically authorized to appear on the government channel. In the new policy in order for a meeting to be considered a public forum there should be a moderator to make sure that everyone had a chance to appear. If there were any disagreements on whether it was being met, it could be appealed to the Telecommunications Board. Any decisions made by the Telecommunications Board could be appealed to the City Council. They were trying to avoid trouble and not to create it. A couple of things that was brought up at the last meeting was the partisan nature of an alderman having a meeting. The new policy limited aldermen or candidates could only appear in a limited public forum venue. It was a work in progress and was probably subject to further review and revision as they went along.

Alderman Trumbo stated his only complaint had been public forums looked like something new that they were going to be doing. He liked the idea of having the government channel being only meetings and government business and not getting into the political forum arena.

Mr. Jim Bemis, Telecommunications Board member, stated he would like to clarify their rolls and who makes the policy for the government channel and the appeal process. They had felt there had been a violation of their appeal process. The appeal process involved no one in the City Administration with the exception of the Cable Administrator. The Board made policy. The City Administration did not. The second line of appeal was the City Council.

Alderman Russell stated the appeal process must be submitted in writing to the Telecommunications Board. He questioned what would happen if the Telecommunications Board did not have time to review the appeal.

Mr. Bemis replied he felt like in the absence of any other route that going straight to the council would be the route to go rather than having someone totally outside the route make the decision. The other part was the use of the Council room and what the cameras represented. The cameras represented a link into the community as a result of the rental or use of city right-of-way. The camera were some peoples only avenue of reaching into this process.

Alderman Russell stated there was now a procedure now in place that if the Cable Board did not have time to hear the appeal, the program should be taped, but not aired until the appeal process is exhausted.

Mr. McDonald read from the policy, "If a programing request is not approved for cable cast on the Government Access Channel, the requesting parties can request the program be video taped pending the out come of an appeal through the Telecommunication Board. All efforts will be made to video tape such programs based on available staff, equipment and other production resources. The program will not be cable cast until the appeal process has been concluded with the reversal of the Cable Administrator's decision." The provision was added in the revised policy.

Mr. Bob Kittenger, an area resident, stated Government Access Channel and City Hall should be used strictly for the day to day conduct of business. Channel 8 or CAT was the a great avenue to voice their opinion.

A citizen asked if a program had been taped for Channel 3 then not allowed to be aired, could it be aired on Channel 8.

Mayor Hanna replied it would be up to the Telecommunication Board, but he did not believe they would have a problem with it.

Meeting adjourned at 7:30 p.m.

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
SEPTEMBER 19, 2000

A meeting of the Fayetteville City Council was held on September 19, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Press and Audience.

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to appoint Mike Hill to the Parks and Recreation Advisory Board. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

CONSENT AGENDA

APPROVAL OF THE MINUTES
Approval of the minutes from the August 15, 2000 City Council meeting.

BOND DEALER SERVICES
A resolution approving a contract with the Bank of America Securities for variable rate demand bond dealer services and authorize the Mayor and City Clerk to execute the contracts. Budget adjustment authorization is also requested to implement contracts.

RESOLUTION 127-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

EXECUTIVE SQUARE
A resolution approving an encroachment into city right-of-way for the purpose of constructing a balcony on the north wall of #1 West Mountain Street for Executive Square, Inc.

RESOLUTION 128-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

CAMPBELL-BELL BUILDING PARKING LEASE
A resolution approving a one-year lease agreement with Campbell-Bell Building LLC, for two parking spaces in the parking lot west of the Campbell-Bell Building.

TED BELDEN PARKING LEASES
A resolution approving a one-year lease agreement with Ted Belden (Campbell-Bell Building) for one parking space in the parking lot west of the Campbell-Bell Building.

GAIL AND JERRY MOORE PARKING LEASE
A resolution approving a one-year lease with Gail and Jerry Moore (Campbell-Bell Building) for two parking spaces west of the Campbell-Bell Building.

Mayor Hanna stated they could discuss these three items together, however, they would have to vote separately on them.

Mr. Rick Alexander, representing the Campbell-Bell Building, the Beldens, and the Moores. These were one-year leases for the residences which were being constructed in the Campbell-Bell Building. This was for a year lease above the market rate. This was a short term proposition. He understood that some of the aldermen had reservations because there was no parking policy in place. He supported the development of the parking policy. He suggested rather than to deny these individuals this concession that the council approve these leases. In the event that they were not in agreement with the parking policy or they did not conform to the parking policy, since they were only one year leases. The Council could revisit the leases. The council has approved similar leases in the past to NBC and to a couple of the other owners. He supported those leases. It was not too long ago that the Campbell-Building was an abandoned eye-soar on the square. They had spent between eight and nine million dollars renovating the structure. NBC was now occupying some of the structure and they had brought fifty-five new jobs to the square. He stated that he felt that if the developers had come to the city first and asked for the spaces in exchange to the develop the property, he thought they would have granted the request. This was a small concession. They were not asking for a concession on the rate, they were in fact offering more money than the market rate. He supported the development of a parking policy, however, he did not believe these leases should be held up pending the development of the policy. It could take months or years. In the event a policy is developed and theses leases did not conform to it, the city would be free to revisit those lease. This was the type of thing the city could do to encourage the mixed-use development of downtown properties, at no cost to the City, even at a profit. There was a lot of parking available, once the construction companies were finished with the Town Center and the Campbell Bell-Building, they would see about three to four hundred parking space become available. This was a good development because it was not just commercial or office. The Campbell Bell Building would house retail, office, television station, and four private residences. This would bring thousands of dollars in revenues and taxes and business to the downtown area.

Alderman Trumbo stated the City had just picked an architectural firm for a parking deck to be constructed on that lot.

Mr. Alexander stated the good news was that the square was not dead. This was the type of development that they wanted to see downtown. Prior to the development of the Campbell Bell Building there had been plenty of parking back there, because there was no reason to go there. It had been an abandoned twenty-four thousand square foot building with nothing in it. He hoped there was a parking problem downtown. It was a short term concession. The lease could be revisited in twelve months.

In response to questions and concerns from Alderman Daniel, Mr. Alexander stated there was enough parking for the downtown area. DEP had done a study several years ago. Within the same distance of the mall relative to its parking, we had the same number of parking spaces down town. The real issue was that during the day time the construction crews and the employees were taking prime parking spaces from the business. The city already leases parking spaces in that parking by hang tag. Which meant if they had a hang tag they could park there twenty-four hours a day. The only thing different was that a particular space was not reserved for them. With this lease, they would be paying twice the amount for the same space in order to have a particular space reserved for them. He added, the downtown area was more difficult to develop than in a strip mall. He believed the city needed to provide incentives for developers to build downtown. They were going to have to work with these people.

Alderman Daniel stated she was concerned about people not wanting to shop downtown because there were no handy parking spaces available.

Mr. Alexander stated some day when the square had more amenities, then people would not mind parking a block away.

Ms. Fran Alexander, an area resident, stated she agreed with Mr. Alexander. She was in full agreement that they should have some parking options. She questioned the lack of a policy. She asked if she could rent a parking space. She asked where the end to leasing the spaces would be if they did not have a parking policy. She stated there were a lot of details that needed to be worked out on public parking before it was given over to private rental. There were too many unknowns.

In response to questions, Mayor Hanna stated he did not know of anyone who had been towed from a downtown parking lot. Tickets had been given to people whose meters had expired. He stated the city will not monitor the leased spaces and they would not give tickets. What started this was the renovation of the Campbell-Bell Building and the need for spaces for those who were going to buy condos and the television station. He thought they would build a deck behind the building with their parking revenues. He thought these problems were going to be minor. He hoped they would get worse, because that would mean that things were better downtown. Downtown had been losing business and customers over the years. They have been able to turn that around the last ten to fifteen years. It was the kind of problem they should be glad to have.

Alderman Russell stated he supported the development, however, he had a few comments. They had received a policy from the City Administration on the parking, which indicated the leases would be limited to the first row of spaces behind the Campbell-Bell Building and that only people owning or renting property on the west side of the square would be eligible to lease the spaces. The idea for a comprehensive downtown parking policy had come from the city's Parking Manager. He did not think it was out of the ordinary for aldermen to ask staff members to research matters under their preview and to make policy suggestions for the council's consideration. The citizens who elected them had a right to know about their governments management practices. He stressed the need for a comprehensive policy. He would continue to vote against the parking leases until there was a comprehensive policy in place.

Mayor Hanna stated there had been a comprehensive plan done in 1993 and 1994 regarding the downtown parking spaces by the Downtown Parking Authority. It might be time to have staff to do another one. He had no problem asking the staff to do a study. They had lost ninety spaces behind the Executive Square Building, East Street was closed for the construction of the Town Center. He thought it would be more practical to do that kind of study after the construction was finished.

Alderman Young stated he did not see the point in spending a lot of money on a consultant. They had dealt with these issues before. They could study and analysis it but the bottom line was that the citizens and the merchants around the square was going to have the final say. If they did not support the policy, it was not going to work. He suggested some kind of policy for the public to discuss. They needed some kind of guide.

Mayor Hanna agreed they did not need to spend the money on a consultant. If they wanted a committee set up to study the issue they could.

Alderman Austin stated he did not believe individual aldermen needed to be going to staff members making request. There could be two different aldermen with two different request and could create discretion and lower moral within the staff. They should honor the structure. They should operate with the authority of the majority. They were not individual mayors.

Alderman Reynolds stated the developers had spent ten million dollars downtown. He did not believe the city should hurt their project over five parking spaces. They needed to approve these leases, then they needed to go to work and get the policy put into place as soon as possible. Right now, they should not hold up this ten million dollar project.

Alderman Daniel stated she supported the project, however, she was going to be consistent. She had voted against the other leases.

Alderman Trumbo moved to approve the Campbell-Bell Building lease. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 5-3-0. Daniel, Young, and Russell voting nay.

RESOLUTION 129-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Trumbo moved to approve the Ted Belden Parking lease. Alderman Reynolds seconded the motion. Upon roll the motion carried by a vote of 5-3-0. Daniel, Young, and Russell voting nay.

RESOLUTION 130-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Trumbo moved to approve the Moore Parking lease. Alderman Austin seconded the motion. Upon roll call the motion carried by a vote of 5-3-0. Daniel, Young, and Russell voting nay.

RESOLUTION 131-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

VA 00-7.00

An ordinance approving vacation request VA 00-7.00 as submitted by John Phillips for property located at 25 East Rock Street. The property is zoned C-4, Downtown Commercial, and contains approximately 0.37 acres. The request is to vacate a portion of a ten foot wide alley located west of Lot 2. Block 42, Original Town Plat.

Mr. Rose read the ordinance.

In response to questions, Mayor Hanna stated there would never be a reason to open the street. The grade was very steep.

Alderman Young added this right-of-way went straight into a retaining wall.

In response to questions, Mr. Conklin stated the alley would be split between the two property owners.

Mr. Phillips, applicant, stated they needed some space near their building to replace a sewer line and sewer tap. The land in question has been considered part of their lawn for a long time. They would like the vacation, so they would not have to break up the parking lot and disturb the utilities.

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

Mr. Rose read the ordinance.

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

Mr. Rose read the ordinance.

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

ORDINANCE 4271 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 00-21.00
An ordinance approving rezoning request RZ 00-21.00 as submitted by Read Hudson on behalf of Tyson for property located at the southeast corner of Highway 16 and Happy Hollow road. The property is zoned C-2, Thoroughfare Commercial and C-1, Neighborhood Commercial and contains approximately 11.50 acres. The request is to rezone to I-2, General Industrial.

Mr. Rose read the ordinance.

Alderman Reynolds stated this was located in Ward 1. He had not received any phone calls.

Alderman Davis stated all they were doing was going from a non-conforming use to a conforming use. The plant had been in this location since 1983.

Mr. Reed Hudson, Tyson Food, explained it was not a plant expansion. They were going to lease out a part of their plant to a company that made breading. They were going to need a building permit to erect some silo for flour. No expansion or additional capacity other than some concrete pads on the west side of the building.

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

Mr. Rose read the ordinance.

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

Mr. Rose read the ordinance.

Mr. Morty Newmark, an area businessman, asked if there would be more noise and how would the traffic be affected.

Mr. Hudson replied the business which would be using the facility was going to employee twelve to fifteen people. It was primarily a mixing operation. The increase in employee traffic should not increase materially at all. The only increase in traffic would be additional trucks. Other than that he did not believe there would be any material increase.

Mayor Hanna stated it had been his observation that the traffic going to and from that plant used Fifteenth Street.

Mr. Hudson stated he did not believe there would be any increase in the noise. The system they had that took the flour from the truck and into the silo was a quieter system than what they had several years ago.

Alderman Russell asked if the noise ordinance requirements were less stringent in Industrial zones.

Mr. Rose stated the difficulty is that the city has utilized this land as I-2 property since 1975. Any measurements that would be made out there would be made with that in mind.

Alderman Russell asked if there would be a change in the noise requirements for this property if they approved the rezoning. He noted order emitting business were allowed as conditional uses. He asked if this was later discovered to be an odor emitting business were they later allowed to ask them to come through the conditional use permit.

Mr. Conklin replied he would probably have to consult with the City Attorney.

Alderman Reynolds stated Hiland Dairy received a powdered product and it was operated by air. You will hear a small noise for approximately thirty minutes, then it was quiet. It was not a noise deal at all.

Mr. Dan Coody, an area resident, asked if they had any plans for the noise problems.

Mr. Hudson explained some of the improvements that they had made recently to improve the noise situation. He added that they wanted to be good neighbors.

Mayor Hanna asked shall the ordinance pass. Upon roll call the motion carried unanimously.

ORDINANCE 4272 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CITY ADMINISTRATION ROOM POLICY

A resolution approving a new policy for reserving rooms in the City Administration Building.

Alderman Russell stated he planned to listen to comments, table the item, then come back in a couple of weeks with a different draft incorporating their ideas. His objective was to get the maximum use of the building. They currently had a policy, which was in affect. The problem he had with this policy was that other groups were allowed the use of the building with permission of the City Manager. There was nothing in the policy which gave any of them, the Mayor, City Council, or the City Staff any guidance on the use of the room. They needed to pass a policy with some sort of guidelines. The Supreme Court has said that it was a no no to give elected official unfettered discretion on the use of public facilities. There needed to be a clearer policy. He asked to hear their comments.

Alderman Santos stated a problem he noted in the proposal was the deposit. What decided if a deposit was required and a two week advanced reservation.

Alderman Young asked of the deposit could be a check that could be returned.

Alderman Austin asked who they would go to reserve a room.

Alderman Russell replied you would reserve a room through the City Clerk.

Alderman Davis stated this was a working environment. If they were to allow non-profits and birthday parties, how could they ensure that the staff would be able to continue with their daily activities.

Alderman Russell stated he had borrowed some from the libraries policy. He had listed in the policy that the number of people, cars and noise involved the planned use must not interfere with regular city usage of the building or the reasonable expectations of the surrounding area.

Alderman Davis asked who was to determine what that was. And the additional costs of that employees. He asked how they would recoup the costs if they had done some damage to the building. How were they going to set the deposit.

Mayor Hanna stated there were several things that they needed to consider in the revision. The rooms were mainly used for City business. They had not adhered to the policy entirely. They did have some problems. One was maintenance. They would have to have someone come in and clean the rooms. The other was utility use. Another concern was that they used a lot of rooms on the spur of the moment. This happened more often than they thought. He thought they might be trying to use city hall for purposes that it was never intended to be used for. Maybe they needed to tighten down the rules. He did not want to be the one to make the decision on who got to use the rooms. He could see them getting into a business that they had never been in before as a city. He thought they could be asking for problems that they could not anticipate. These things had a way of getting real complicated.

Alderman Russell asked if they were to limit the use to city business, how would they want that defined in the policy. It was going to have to be defined.

Mayor Hanna stated aldermen use to have Ward Meetings. He thought that was legitimate. Any committees or commission would be considered city business. They needed to be careful on what they allowed. They did not want to run into a problem with scheduling and clean up. Basically, the building was designed for use by the city during regular working hours. Most of their committees tried to meet and be done by six or seven. They did not have the staff. The staff had to schedule their cleaning routine to keep the building clean. If they had to plan it around a lot of meetings it would be difficult for them.

Alderman Davis stated they had problems scheduling the ad hoc committee on grading and drainage. There was always someone in a room or they had to share a room. It was difficult. They needed to be careful on who they allowed to use the rooms.

Alderman Young did not believe there would be a lot of problems with the mass number of meetings. In his opinion, if citizens had a problem then they had the right to come to city hall and speak to it. They should be there to hear those complaints.

Alderman Russell stated anyone who wanted to use a room could go through the aldermen for use of a room. They needed some guidance. He was leaning toward deleting part A and leaving part B. He had put in A because he was thinking about First Night. Mr. Rose had told him that it was not a problem because the city had a contract with them. It was no problem to consider them city business. His intent was to leave it open for groups like First Night.

Mr. Venable stated they did have a problem with security on the first floor because it was all open and they did have a lot of thing in there. They needed to think about that. There was no way to close those areas. They needed to think about security, especially for the night meetings.

Alderman Russell stated he would have a revision for the next meeting.

Ms. Paula Marinoni, an area resident, stated in her opinion that City Hall should be used for business only. She felt very strongly about discrimination. If they opened it up to some, then they had to open it to all. There was a shortage of spaces to meet in Fayetteville. They had improved that situation greatly. When groups are planning events, they planned them over a year ahead of time. Anyone who was planning for an organization planned them well in advance. They should have the rooms available for staff use. She asked them to be careful in their wording. If it was city business, should it be on channel three.

Mayor Hanna noted the Yvonne Richardson Center had not been used as much as it should be. It was available.

Alderman Reynolds stated that the building was called City Administration. He thought they should declare City Hall as a non-public forum and leave it for city business.

Greg Mitchell, an area resident, stated he would like to see the policy written in a way that would encourage citizen participation in government. There were things that citizens cared about and that they wanted to meet about. It was their city. It seemed to him an appropriate place for them to meet.

Alderman Russell stated they agreed that one of the aldermen should be able to call a meeting to talk about city issues. He questioned how they would word that in a policy. Were they running into trouble if they gave themselves the right to decide what kind of meetings they would reserve the meetings for and what they would not. They could restrict the purposes, but they could not restrict the groups.

Mr. Butch Green, an area resident, stated this was where the business of the city was conducted it was not necessarily supposed to be an open forum for the different individuals here. Getting people involved in their government and in their wards was an obligation to meet with those people and include them from those standpoints. They all paid taxes that supported this building and the jail, but you did not see people wanting to meet there when there was space available. It was the same type of thing. They paid for those facilities and they were public facilities, but they were there for a particular use. He thought it was the same thing for city hall.

Alderman Russell moved to table the item. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

CABLE BOARD DUTIES

An ordinance amending Section 33.210, Cable Board, Duties, Subsection (c) of the Code of Fayetteville to provide that all guidelines and regulations shall be subject to City Council approval.

Mr. Rose read the ordinance.

Mayor Hanna stated he had received a lot of phone calls and there would be a lot of comment. He wanted to point out that this did not have anything to do with funding for Public Access

Television. It was about policies and regulations and guidelines.

Alderman Trumbo stated he was sponsoring this ordinance. He thanked the Board for all the work that they had been doing.

Mr. Bob Emenager, CAT, stated he had a productive conversation with both Trumbo and Hanna.

Alderman Trumbo stated he did not know that the City Council did not have final authority over the Telecommunications Board policy as it pertained to the Government Channel. It came to his attention with their new policy that there were some changes made from the old policy. He questioned those changes. In his opinion, the aldermen should be able to vote on their policy. The other thing that had caught his attention was the fact that they allocated $215,000 per year for the Government Channel and then $63,000 per year for the Community Access Television. Currently the city allocates the money to the Board which implemented the policies and the programing. The Cable Administrator made sure that the Boards policies were implemented. The CAT station was totally separate. The reason he wanted to implement this was to have city council, elected officials, vote on policies pertaining to the Government Channel. It was the tax payers money that funded the channel. He had problems with having non-partisan political debates and a few other items. He questioned if they should keep the Government Channel strictly official city government meetings and items of educational interest and to keep the politics out of the government channel. It was his personal belief that $215,000 should be accountable to an elected body for checks and balances. He added that they did receive $300,000 from Cox Communications for franchise fees. There were some people that thought that $300,000 automatically funds the CAT and the Government Channel, that was not exactly how the policy worked. The money from Cox went into the city's general fund, which could be allocated for those channels or for other part of the city government.

Alderman Austin asked if the ordinance intended for the Council to micro-manage channels three and eight.

Alderman Trumbo replied, no. It would continue being done like it is now. It would not cut any funding. They started the budgetary process in a month.

Alderman Austin asked if this would in any way limit the constitutional right of free speech.

Alderman Trumbo replied that if this passed then their new policy would come before the city council. The way it was set up their policy revision did not have to come before city council. In his opinion that was why it was not put on the agenda. There had been a misunderstanding. The city council did not vote on it.

Alderman Russell stated they had informational items on the agenda all the time.

Alderman Young disagreed with Trumbo, stating if this ordinance were to pass, the Telecommunications Board would have no authority. All they could do was make recommendations.

Alderman Trumbo stated it was his intension to have the same checks and balances that they did with some of the other boards, like the Planning Commission and the Parks Board.

Mr. Rose stated that routinely they did approve the rules and regulations of various departments, boards, and commissions. They did not have to, but they were welcome to.

Alderman Russell asked if this ordinance passed would it be retroactive or would it only apply to future action.

Mr. Rose stated it was the council's decision as to what they wanted to happen. He would envision that the old policy be in affect and that under the passage of this that he would recommend that the new rules come before them for discussion. They needed to decide what they wanted to do. They could decide what they wanted to do with that policy.

Alderman Russell asked if they did not approve the policy, which policy was in affect, if any.

Alderman Trumbo stated he wanted to keep the government channel none political and to keep it separate. He still felt that the board needed to have some oversight by the elected body. He was not trying to micro manage. The new policy would allow for non-patrician political debates. He liked the way the Government Channel was not political and was only educational.

Alderman Russell stated it was non-partisan. He did not see the problem with allowing all the candidates or all sides of an issue an equal opportunity to be heard as long as they get the same amount of time and as long it was non-partisan. The only way it would be one sided was if some of the candidates decided it was not worth showing up for.

Alderman Trumbo stated the other change to the policy allowed a single alderman the right to request a program on an issue of interest. He felt they were starting to duplicate CAT on the Government Channel.

Alderman Russell stated it only allowed that if it was a meeting concerning city business that met freedom of information criteria. If it was a public meeting about city business then it should be televised.

In response to questions, Alderman Russell stated the appeal procedure for the Cable Board decision did not appeal to their authority to make policy.

Mr. Rose confirmed that the appellant procedure did not apply to the policy.

Alderman Santos felt they probably should be.

Mayor Hanna thought a process of appeal would be better than this ordinance.

Alderman Trumbo moved to table the ordinance. Alderman Austin seconded the motion.

Mr. Bill Molher, an area resident, stated that this council had the authority to do what they were asking for. They had the authority because this council created the Telecommunications Board. This council delegated authority to the Board. One of the principle rules of management was that when the delegated authority, they could undelegated when they wanted. Another principle rule of management was that they had the right of review any time they wanted to. Right now they had after the fact review. The Board had the authority to issue a policy. They had the right to review it after the fact and to challenge it. They did not need additional authority to do that.

Mr. Rose stated he did not want people violating their own ordinances.

Alderman Russell stated they had delegated the authority by an ordinance and they needed another ordinance to take it way.

Mr. Molher stated he believed the council needed to have some say so. He did not believe before review was necessary. It was his understanding the Board had come to them wanting to discuss the policy to get feed back from the council.

Ms. Brenda Thiel, an area resident, read a letter from Aaron Blight expressing his concerns. She thought this was opening the door to censorship. She thought there would be a conflict of interest. She felt it should be left in the hands of the Cable Board. It was her understanding that funding for the PEG center came from the five percent franchise fees. She felt that they currently had the right to appeal.

Mr. Rose read the ordinance regarding appeals which stated the decisions made on guidelines and regulations were final and no appeal could be made. The way the ordinances read the city council had not say in the matter.

Alderman Trumbo stated a citizen could not appeal the decision or have any say with the policy. They could not go to an alderman.

Margo Clark, an area resident, stated it was her understanding from reading the paper that Mr. Trumbo did not like the change and his response was to take the autonomy of the board and place it under the authority of the council. It was also her understanding that he had spoke of eliminating funding for Channel eight.

Alderman Trumbo responded that some of the information in the article was not correct.

Ms. Clark stated she was an active involved citizen and she did not feel that she had a voice. The information from the board was presented to the council as a professional courtesy. In on short article they went from an informational item on the agenda to cutting funding. The aldermen and mayor were the ones that set the tone. She did not know where she was represented.

Alderman Austin stated Mr. Trumbo did not speak for him or any of the other aldermen.

Ms. Clark stated she had no reason to not believe the paper. She felt they had used their authority to change something they did not like, then they made threats to cut their funding. She felt this was heavy handed. She asked why they felt the Telecom Board be better served under the council.

Mr. Bob McKinney, an area resident, explained the history of the Public Access Station. The station was originally started and negotiated by private citizens. They had a very innovated station compared to others in the country. Public Access is different from educational television because the programs are not reviewed or censored. The programing is determined by community users. It differs from commercial television because they did not have commercials. It provided a diversity of view points. Individuals from the community could learn to use the equipment. It gave people the opportunity to learn how to use the equipment.

Mr. Bob Kittinger, an area resident, stated he was opposed to any attempt to pass an ordinance that infringed on the freedom of speech. They had to respect peoples rights. Channel eight was the ideal media for people their ideas or beliefs. He did not want to see channel eight restricted. There needed to be a venue for all citizens to have an opportunity to express themselves.

Mr. Kevin McDonald, Cable Board, stated under the old policy forums were allowed. But the interpretation was not clear without a lot of deliberation. They had tried to revise their policy so that there would not be any more controversy and that there would be some clear guidelines. They had considered removing government forum, but they decided to leave it but clarify it. The Board was very easy to work with, easy going and were open to feed back. He did not feel that it was necessary to pass an ordinance when it might be as easy as a clarification. In response to questions, he stated there had been a lot of interest expressed while they had been deliberating it. He felt they did deserve some air play.

Alderman Young thought a forum on the Government Channel had the opportunity to be the most even handed forum around. He thought the citizens had a right to observe that in the most neutral forum available and he thought that could occur on the Government Channel.

Mr. Dan Coody, an area resident, stated if they had the Council over the Cable Board it would only bring more politics into the process than what were there already. He thought that was a big mistake. As far as bringing the debates onto the Government Channel he thought it was very appropriate, because they needed more political dialogue rather than less. They needed to open it up so there would be more dialogue and free exchange of ideas and perspectives.

Ms. Lionel Jordans, an area resident, stated he was concerned about the freedom of speech. If they micro managed the Cable Board it would be a violation of the Freedom of Speech.

Ms. Paula Marinoni, an area resident, stated when they opened it up to other groups, they had to open it up to all other groups. When they were revising the policy, they had defined other groups as groups that received funding from the city or had a contract with the city. When they had a policy which was neutral on its face and application. She had seen an accelerated effort to manipulate freedom of speech. They over reacted to this information item. The problem was not having Channel three the forum for political debate. The question was how were they going to chose that one group that was going to do it. Another issue was if Channel three was going to be non-political she challenged that Mayor Hanna was using Channel three to advance this campaign. He can appear in shows he normally appears. The State of the City Address was being shown a minimum of two times a weeks. Prior years it had only been shown a few times.

Mayor Hanna stated he had not seen it once. He had not told anyone to run it. He had not abused channel three. Whatever was shown on it was decided by the same board they were discussing tonight.

Mr. Kinley Johnson, an area resident, stated he was one hundred percent behind our mayor and city council. He thought he had great representation. He did not think that they had dropped the managerial ball. They did the best that they could. There had been some good arguments, but the theory was good. He encouraged Mr. Trumbo to continue. The bottom line was with him and children and being on the Youth Center Council. His concern was the perception of their youth when they watch CAT or their Government Channel. Most of the time they had done a good job, but every now and then a program will slip through the cracks that the children would see. They needed to do something about those types of programs.

Mr. Bob Jordan, We've Had Enough, he did not know anything about any of the policies when they had a meeting. They had tried to make it an educational meeting. They had asked for comments.

Mr. Lyle Thompson, an area resident, stated they had a jewel with the public access television. He thought they should keep it and to help it improve. He hoped they would be proud of it.

Mr. Jim Bemis, Cable Board, stated this whole problem would have been prevented, if they had agreed to take their presentation at the agenda meeting last week. The only thing they had in mind was to bring their policy to them. They were going to bring it back to them a different way.

Alderman Austin stated he could not be guilty of refusing to bring it up if it had not been before him.

Mr. Bemis stated they had not been allowed to see it.

Mr. Maguire stated he received the policy. When he went through it he noted a number of changes. Mr. Rose had told him the policy did not need to go before the council. After that the policy laid on his desk.

Mr. Bemis stated it had been the boards request that the policy go to the council, but it did not reach the council. He added they had never been able to discuss what they were doing with council.

Ms. Melissa Johnson, an area resident, stated she did community health education programs for Washington Regional Medical Center. As part of that she tried to convey education working with CAT television. She wanted to make sure that they were continuing Channel Eight. They were wanting to improve the health of the region and the way they can do that was by educating the community. She asked them to support the CAT and look for ways to improve it.

Ms. Terry Eastin, an area resident, asked if they were happy with the cable board, then what was the problem.

Alderman Trumbo did not like adding more political content to the programing.

Ms. Eastin stated they need to have a meeting with the board and get both sides of issue.

Mr. Dwight Kinfield, an area resident, stated he had no problem with what he saw on channel three, but it if was his money, he would go some where else. There were some of them out there that believed differently and thought differently. The problem was that most of them spent seventy and eighty hours a week at their jobs. They did not have time to be political.

Alderman Austin stated everyone in the city had power of censorship on channel eight. They could turn that channel off. He did not like some of the program. Some of those programs were not popular, they were just there. He was not going to vote the censor the freedom of speech, but he would censor it at home by the knob on the television.

Mayor Hanna called for the vote to table the ordinance. Upon roll call the motion carried

unanimously.

TELECOMMUNICATION SERVICES

An ordinance providing for the management and preservation of the city's rights-of-way and public places with respect to telecommunications services; providing for terms and conditions under which telecommunications providers and lessees may occupy the city's rights-of-way and public places; providing for compensation to the city on a competitively neutral and nondiscriminatory basis; creating offense and providing penalties.

Mr. Rose stated the ordinance was the rules by which telecommunications providers apply to the city for a franchise. It had nothing to do with what they had been discussing. He introduced Mr. Bryan Grogan, a partner with Moss and Barnett. He was an expert in the area of Cable communication and telecommunication law. He was hired to assist the city in the new cable franchise agreement with Cox Communication. He was to develop a telecommunications ordinance for the city. There had been some issues raise. Because of those letters and conversation there had been some changes in the ordinance. There have been some small changes that have been suggested. He suggested that they remove this from the agenda and revise the ordinance.

Alderman Trumbo asked Mr. Grogan how other municipality handle their telecommunication board in allocating funds to manage.

Mr. Bryan Grogan stated there was a verity of ways. It was up to the city how they set it up. Because of what they had discovered from Southwestern Bell and some of their concerns, he agreed the item should be tabled. They could bring them back a document where they would not have any dispute from any of the providers. It would be uniformly accepted by all. The main concern people had was how the city was going to charge fees for the use of right-of-way. They had a four percent fee applied to access line billing. They had been questioning where that fee had come from. Once Aldephia understood was consistent with what they were already doing with their existing provider it was acceptable to them. Application fees would be determined by the amount of time and fees required to process the applications. The city should not be required to pay for those fees. The city wanted them to pay for their own application procedure. They wanted an ordinance the provider could live with. They tried to put forth a set of regulations that would protect the city's interest, but did not handcuff the providers.

Alderman Young asked if there was a difference between a fee and a tax.

Mr. Grogan stated a fee would be compensation for a right that they had obtained. A tax was to pay a percentage unrelated to the item. The franchise fees were not considered a tax because they were considered a rental fee for the use of public rights-of-way.

Mr. Rose asked a telecommunications provider came to get a contract, who decided if they had complied with the ordinance.

Mr. Grogan replied there would be one base line set of rules that everyone had to comply with. The franchise itself will be a short document stating that they were willing to comply with the ordinance. It will come before the city council before it is executed. The city will authorize execution of the franchise.

Mr. Rose added every individual franchise will come before them for their approval and it will also go to the telecommunication board for their approval.

Mr. Grogan stated Cox Communication franchise will expire at the end of October. If they were not satisfied with the agreement by the deadline, they would recommend a short extension of the existing franchise until they could get an acceptable document. They were having some difficulties on the major financial issues. The institutional network being the chief among them. The explained the concept of the network. The cost of the system could be significant. They were trying to tell Cox what type of service they were going to be doing and what they would need. They were waiting for cost. They could not debate it until they knew what the costs were. It was a big issue. The five percent franchise fee was one thing they had discussed. They were also looking for additional funding from the provider.

Alderman Trumbo stated there were some citizens who did not have cable. Was there some why they could get Cox to run cable to everyone.

Mr. Grogan replied they had tried to make the criteria very aggressive. The industry standard was thirty to forty homes per cable mile. They were trying to reduce that in half. Which would get them to most dwellings. The main goal was to get a good system in hear as quickly as possible for the residents. In response to questions from Alderman Daniel, he stated the city could require certain types of programing. They could not chose the channel, but they could chose the types.

The meeting adjourned at 10:55 p.m.