

**FINAL AGENDA  
CITY COUNCIL  
JANUARY 21, 2003**

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**A. CONSENT**

- 1. APPROVAL OF THE MINUTES**
- 2. BEVERAGE CONTAINERS:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.
- 3. CDBG:** A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.
- 4. HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.
- 5. PUBLIC ACCESS:** A resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.
- 6. NEW WORLD:** A resolution approving a standard software maintenance agreement with New World Systems, Inc. for a period of three years; and authorizing the Mayor and City Clerk to execute said contract.
- 7. HANSEN:** A resolution to approve the Service and Maintenance Fees with Hansen Information Technologies for 2003.

**B. OLD BUSINESS**

1. **RZN 02-40.00:** An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton , Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.
2. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

**C. NEW BUSINESS**

1. **MEETING TIME:** An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.
2. **DICKSON ENHANCEMENT:** A resolution approving Change Order #5 to the construction contract with Township Builders, Inc. for Dickson Street Enhancement Project.
3. **TRASH CARTS:** An ordinance amending Chapter 50: Garbage and Trash, of the Code of Fayetteville, to adopt a residential cart exchange fee.

Meeting of January 21, 2003

Suggested  
Rule

DM LG

|          | Roll    |  | NOMIN.<br>DM RR | DC<br>RR | DM<br>LG |
|----------|---------|--|-----------------|----------|----------|
| Thiel    | absent. |  |                 |          |          |
| Cook     | ✓       |  | ✓               | ✓        |          |
| Marr     | ✓       |  | ✓               | ✓        |          |
| Rhoads   | ✓       |  | ✓               | ✓        |          |
| Davis    | ✓       |  | ✓               | ✓        |          |
| Lucas    | ✓       |  | ✓               | ✓        |          |
| Jordan   | ✓       |  | ✓               | ✓        |          |
| Reynolds | ✓       |  | ✓               | ✓        |          |
| Coody    | absent  |  |                 |          |          |
|          |         |  |                 |          |          |

Suggested  
Rule

DM LG

|          | Consent |  |  |  |  |
|----------|---------|--|--|--|--|
| Thiel    |         |  |  |  |  |
| Cook     | ✓       |  |  |  |  |
| Marr     | ✓       |  |  |  |  |
| Rhoads   | ✓       |  |  |  |  |
| Davis    | ✓       |  |  |  |  |
| Lucas    | ✓       |  |  |  |  |
| Jordan   | ✓       |  |  |  |  |
| Reynolds | ✓       |  |  |  |  |
| Coody    |         |  |  |  |  |
|          |         |  |  |  |  |



Meeting of January 21, 2003

*22 02-40*

*22 Dm false*

|                 |  |   |  |  |  |
|-----------------|--|---|--|--|--|
| <b>Thiel</b>    |  |   |  |  |  |
| <b>Cook</b>     |  | ✓ |  |  |  |
| <b>Marr</b>     |  | ✓ |  |  |  |
| <b>Rhoads</b>   |  | ✓ |  |  |  |
| <b>Davis</b>    |  | ✓ |  |  |  |
| <b>Lucas</b>    |  | ✓ |  |  |  |
| <b>Jordan</b>   |  | ✓ |  |  |  |
| <b>Reynolds</b> |  | ✓ |  |  |  |
| <b>Coody</b>    |  |   |  |  |  |
|                 |  |   |  |  |  |

*Remove from group*

*✓✓*

*22 02-41.00*

*22 3RD Dm.*

*PASS*

|                 |   |   |  |  |  |
|-----------------|---|---|--|--|--|
| <b>Thiel</b>    |   |   |  |  |  |
| <b>Cook</b>     | ✓ | ✓ |  |  |  |
| <b>Marr</b>     | ✓ | ✓ |  |  |  |
| <b>Rhoads</b>   | ✓ | ✓ |  |  |  |
| <b>Davis</b>    | ✓ | ✓ |  |  |  |
| <b>Lucas</b>    | ✓ | ✓ |  |  |  |
| <b>Jordan</b>   | ✓ | ✓ |  |  |  |
| <b>Reynolds</b> | ✓ | ✓ |  |  |  |
| <b>Coody</b>    |   |   |  |  |  |
|                 |   |   |  |  |  |

*FAILED.*



Meeting of January 21, 2003

| mtg time | DM SL <sup>END</sup> | PR 3RD DM. | PASS | Enclave |  |
|----------|----------------------|------------|------|---------|--|
| Thiel    |                      |            |      |         |  |
| Cook     | ✓                    | ✓          | ✓    |         |  |
| Marr     | ✓                    | ✓          | ✓    |         |  |
| Rhoads   | ✓                    | ✓          | ✓    |         |  |
| Davis    | ✓                    | ✓          | ✓    |         |  |
| Lucas    | ✓                    | ✓          | ✓    |         |  |
| Jordan   | ✓                    | ✓          | ✓    |         |  |
| Reynolds | ✓                    | ✓          | ✓    |         |  |
| Coody    |                      |            | ✓    |         |  |
|          |                      |            | PASS |         |  |

| * Dickson sheet * | to take | ✓ DM |  |  |  |
|-------------------|---------|------|--|--|--|
| Thiel             |         |      |  |  |  |
| Cook              |         | ✓    |  |  |  |
| Marr              |         | ✓    |  |  |  |
| Rhoads            |         | ✓    |  |  |  |
| Davis             |         | ✓    |  |  |  |
| Lucas             |         | ✓    |  |  |  |
| Jordan            |         | ✓    |  |  |  |
| Reynolds          |         | ✓    |  |  |  |
| Coody             |         |      |  |  |  |

Meeting of January 21, 2003

|                  |   |   |   |  |  |
|------------------|---|---|---|--|--|
| <del>Thiel</del> |   |   |   |  |  |
| Cook             | ✓ | ✓ | ✓ |  |  |
| Marr             | ✓ | ✓ | ✓ |  |  |
| Rhoads           | ✓ | ✓ | ✓ |  |  |
| Davis            | ✓ | ✓ | ✓ |  |  |
| Lucas            | ✓ | ✓ | ✓ |  |  |
| Jordan           | ✓ | ✓ | ✓ |  |  |
| Reynolds         | ✓ | ✓ | ✓ |  |  |
| Coody            |   |   |   |  |  |
|                  |   |   |   |  |  |

|          |  |  |  |  |  |
|----------|--|--|--|--|--|
| Thiel    |  |  |  |  |  |
| Cook     |  |  |  |  |  |
| Marr     |  |  |  |  |  |
| Rhoads   |  |  |  |  |  |
| Davis    |  |  |  |  |  |
| Lucas    |  |  |  |  |  |
| Jordan   |  |  |  |  |  |
| Reynolds |  |  |  |  |  |
| Coody    |  |  |  |  |  |
|          |  |  |  |  |  |

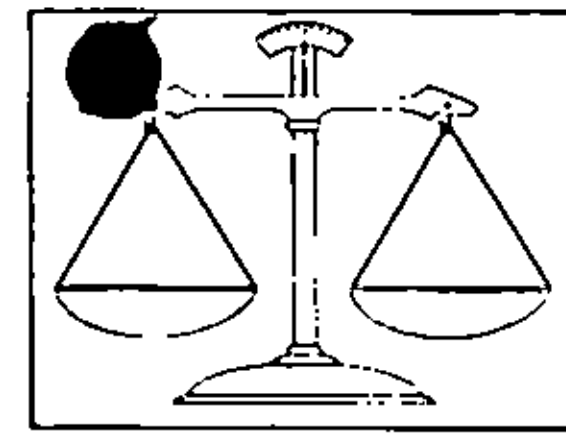
adj. 7.10

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

## DEPARTMENTAL CORRESPONDENCE

TO: Dan Coody, Mayor

THRU: Heather Woodruff, City Clerk

FROM: Kit Williams, City Attorney

DATE: January 22, 2003

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

RE: Passed Ordinances and Resolutions from City Council  
meeting of January 21, 2003

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

- 08-03** 1. **Beverage Containers:** Resolution of support for the concept of beverage container deposit legislation during 2003 State Legislative Session;
- 09-03** 2. **CDBG:** Resolution waiving building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants;
- 10-03** 3. **Habitat for Humanity:** Resolution waiving building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity;
- 11-03** 4. **Public Access:** Resolution accepting contract for public access television services from February 1, 2003 until February 28, 2003;



12-03

5. **New World:** Resolution approving standard software maintenance agreement w/New World Systems, Inc. for a period of three years; and authorizing Mayor and City Clerk to execute said contract;

13-03

6. **Hansen:** Resolution approving Service and Maintenance Fees w/Hansen Information Technologies for 2003;

4456

7. **Meeting Time:** Ordinance to repeal §32.02 Meetings of the Code of Fayetteville;

4457

8. **Trash Carts:** Ordinance amending Chapter 50: Garbage and Trash, of the Code of Fayetteville, to adopt a residential cart exchange fee.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

*Given out at the  
City Council Meeting  
1-21-03*

TO: Fayetteville City Council

FROM: Dan Coody, Mayor

DATE: January 21, 2003

SUBJECT: **Report to the City Council of the Municipal Affairs of Fayetteville and Some Recommended Measures**

During 2002, the City has undertaken several significant projects that can generate long-term benefits for Community. A partial listing of these projects includes: impact fee study, City Council approved an ordinance to establish impact fees; obtained re-authorization of the City sales tax; initiated an interactive voice response system; enhanced the City web-site; rolled out a municipal management system project; secured approval of a residential cart trash collection program; secured approval of a sales tax bond issue for the Wastewater System Improvement Project; significant segments of the City's trail system were constructed during the year; the new Library is under construction and on schedule; commenced the construction of Dickson Street Enhancement Project and continued progress on the Walker Park Senior Center.

City operations were improved during the year. The more significant changes are included: City Council authorized a 2002 pay-plan and benefit plan review and received the reports and recommendations; the Fire Department rearranged staffing to address findings contained in the NIOSH report, staffing changes resulted in transferring six firefighters to address administrative and safety duties; the Police Department added two Police Captain positions and reduced two Lieutenants positions; Code Enforcement who moved from the Building Safety Division to place more emphasis on code enforcement activities. Also, during 2002, City Council authorized enhanced retirement benefits for the uniform Fire and Police department employees.

Economics continues to play a significant role in the City's ability to provide services for Citizens. Several financial briefings were developed and presented to City Council on sales tax funding for capital investment and General Fund operations during this past year; an economic development strategy plan was developed and distributed; a position paper on the need for a viable and active central business district was developed and distributed; the economic development plan for Fayetteville Municipal Airport is underway and showing positive results; Wilson Springs Business Park has been provided guiding principles for development by City Council; and, a renewed spirit of cooperation between the City, the University of Arkansas, the Fayetteville School District and the Fayetteville Chamber of Commerce has been solidified over the past twelve months.

I recommend that we continue striving to increase efficiency and responsiveness of our government.

I recommend that we join in a strategic goal-setting retreat to gain consensus concerning our long-term goals for Fayetteville.

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*Greg Boettcher handed this  
out to the Aldermen.*

## FINAL AGENDA CITY COUNCIL JANUARY 21, 2003

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

### A. CONSENT

1. APPROVAL OF THE MINUTES *12-3-2002*
2. BEVERAGE CONTAINERS: A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.
3. CDBG: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.
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3. **TRASH CARTS:** An ordinance amending Chapter 50: Garbage and Trash, of the Code of Fayetteville, to adopt a residential cart exchange fee.

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

A RESOLUTION SUPPORTING THE CONCEPT OF BEVERAGE CONTAINER DEPOSIT LEGISLATION IN THE UPCOMING LEGISLATIVE SESSION.

WHEREAS, the roadsides of Arkansas are littered with empty beverage containers; and

WHEREAS, this litter creates an image of Arkansas as a trashy, unkempt state; and

WHEREAS, an aggressive beverage container recycling program can provide for enhanced litter enforcement as well as promote a change in the attitudes of those who litter; and

WHEREAS, the experience of other states has shown that beverage container deposits are an effective means to reduce roadside litter; and,

WHEREAS, legislation should be enacted to adopt an effective and aggressive beverage container recycling and litter reduction program to ensure the protection of Arkansas' abundant natural beauty and its title as the Natural State.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby supports the concept of Beverage Container Deposit legislation in the upcoming session of the Arkansas General Assembly.

PASSED and APPROVED this 21<sup>st</sup> day of January, 2003.

APPROVED:

DAN COODY, Mayor

ATTEST:

By: HEATHER WOODRUFF, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO ADOPT A RESIDENTIAL CART EXCHANGE FEE.

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

Section 1. That §50.40(A) Rates for Services: Residential Service, Code of Fayetteville is hereby amended by inserting the following at §50.40(A)(4):

**§50.40 Rates for services.**

*(A) Residential service.*

(4) If at any time after May 15, 2003, a residential customer wishes to exchange to a larger residential garbage cart size, the customer shall be assessed a twenty dollar (\$20.00) cart exchange fee. No fee shall be assessed for customers wishing to exchange to a smaller cart.

PASSED and APPROVED this 21<sup>ST</sup> day of January, 2003.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: BEATHER WOODRUFF, City Clerk

**DRAFT**



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: 479-575-8264

## PLANNING DIVISION CORRESPONDENCE

---

TO: Mayor Dan Coody  
Fayetteville City Council

FROM: Tim Conklin, City Planner, AICP

DATE: January 17, 2003

SUBJECT: Request to Table indefinitely RZN02-40 Slone Rezoning

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The applicant has asked to table this request to rezone the subject property indefinitely. Upon notification by the applicant, staff will forward this item to City Council at a later date.

Staff will continue to work on studying the housing needs and rezoning activity for the City and will be providing additional information over the next several months.



# 4 HOUSING

**Updated Jan. 2003**

**\* \* Draft \* \***

## Key Findings

- The vacancy rate decreased from 10.3 in 1990 to 6.6 in 2000.
- In 2000, renter-occupied units outnumber owner-occupied units by 3,704 units.
- In 2000, persons per occupied unit was 2.21, one of the lowest in the region.
- Between 1990 and 2002, the number of duplex and multifamily units increased at a greater rate than single family units, with 68.4 percent and 46.1 percent, respectively.
- The most building permit activity in the 1990's occurred between 1993 and 1995 with 3,489 permits.
- Between 1990 and 2002, 44.75 percent of all residential building permits were single family units, 11.73 percent were duplex, and 43.52 percent multifamily.
- Approximately one-fourth of all dwelling units were built between 1990 and 2000.
- Fifty percent of all housing is more than 20 years old.

## 4.1 Housing Occupancy And Tenure

City of Fayetteville Planning Division, September 2001

**OCCUPANCY.** As in 1990, the number of renter-occupied housing units continues to be higher than owner-occupied housing units, reflective of the large student population. According to the 2000 Census, the total number of occupied housing units increased by almost 41 percent, adding 6,904 units. Approximately 60 percent of the increase in total occupied units is due to the increase in renter-occupied units, totaling 13,751 in 2000.

**VACANCY.** Part of the increase in occupied housing units is due to the occupancy of previously vacant units. As shown in Table 4.1, the vacancy rate decreased from 10.3 percent in 1990 to 6.6 percent in 2000. A total of 1,669 units are vacant as of the 2000 Census. Fayetteville's vacancy rate is significantly lower than the state, with a vacancy rate of 11.1, and the nation, with a vacancy rate of 9.0. Decreasing vacancy rates have the potential of driving up rental rates and home purchase prices.

| <b>TABLE 4.1</b><br><b>HOUSING OCCUPANCY AND TENURE</b><br><b>Fayetteville (1990 &amp; 2000)</b> |               |        |                |                                |       |
|--------------------------------------------------------------------------------------------------|---------------|--------|----------------|--------------------------------|-------|
| Occupancy                                                                                        | Housing Units |        |                | Percent of Total Housing Units |       |
|                                                                                                  | 1990          | 2000   | Percent Change | 1990                           | 2000  |
| Total Occupied Housing Units                                                                     | 16,894        | 23,798 | 40.8           | 89.7                           | 93.4  |
| Owner-occupied                                                                                   | 7,337         | 10,047 | 36.9           | 38.9                           | 39.4  |
| Renter-occupied                                                                                  | 9,557         | 13,751 | 43.8           | 50.7                           | 53.9  |
| Total Vacant Housing Units                                                                       | 1,941         | 1,669  | -14.0          | 10.3                           | 6.6   |
| Total Housing Units                                                                              | 18,835        | 25,467 | 35.2           | 100.0                          | 100.0 |

Source: U.S. Census, STF-1A Census of Population and Housing: 1990, Table DP-1 Profile of General Demographic Characteristics: 2000

| <b>TABLE 4.2</b><br><b>PERSONS PER OCCUPIED HOUSING UNIT</b><br><b>Fayetteville, Bentonville, Lowell, Rogers, Springdale (2000)</b> |                       |                        |                  |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|------------------|
|                                                                                                                                     | Persons in Households | Occupied Housing Units | Persons per Unit |
| Fayetteville                                                                                                                        | 52,697                | 23,798                 | 2.21             |
| Bentonville                                                                                                                         | 19,332                | 7,458                  | 2.59             |
| Lowell                                                                                                                              | 5,013                 | 1,914                  | 2.62             |
| Rogers                                                                                                                              | 38,353                | 14,005                 | 2.74             |
| Springdale                                                                                                                          | 45,224                | 16,149                 | 2.81             |

Source: U.S. Census, Table DP-1 Profile of General Demographic Characteristics: 2000

**PERSONS PER UNIT.** Table 4.2 shows the number of persons per occupied housing unit is 2.21, a slight decrease from 2.25 in 1990. This figure is the lowest of other cities in the region. Bentonville and Lowell are relatively consistent, with approximately 2.6 persons per unit. Rogers and Springdale have significantly larger number of persons per unit with 2.74 and 2.81 respectively.

| <b>TABLE 4.3</b><br><b>RESIDENTIAL HOUSING TYPE</b><br><b>Fayetteville (1990, 2000-2002)</b> |             |         |        |        |                        |        |        |        |                          |
|----------------------------------------------------------------------------------------------|-------------|---------|--------|--------|------------------------|--------|--------|--------|--------------------------|
|                                                                                              | Total Units |         |        |        | Percent of Total Units |        |        |        | Percent Increase (90-02) |
|                                                                                              | 1990        | 2000    | 2001   | 2002   | 1990                   | 2000   | 2001   | 2002   |                          |
| Single family                                                                                | 9,754       | 13,731  | 14,006 | 14,254 | 54.5%                  | 52.4%  | 52.1%  | 51.0%  | 46.1%                    |
| Duplex and Multifamily                                                                       | 8,128       | 12,479  | 12,902 | 13,685 | 45.5%                  | 47.6%  | 47.9%  | 49.0%  | 68.4%                    |
| Total                                                                                        | 17,882      | 26,210* | 26,908 | 27,939 | 100.0%                 | 100.0% | 100.0% | 100.0% | 56.2%                    |

\*2000 Total Number of Units does not match the total number of units provided in the 2000 Census, as indicated on Table 4.1, due to the fact that the 2000 total includes all units up to the end of December 2000, while the 2000 Census was taken in the Spring of 2000. The total does not include mobile homes. Source: 1990 Census, 2010 General Plan and Northwest Arkansas Regional Planning Commission and 1990-2002 Building Permit Counts.

## 4.2 Residential Housing Type

City of Fayetteville Planning Division, January 2003

Table 4.3 provides information on residential housing by type. To calculate 2000, 2001, and 2002 number of units, annual building permit data between 1990 and 2002 (see Table 4.4) was added to data from the 1990 Census. Duplex and multifamily are not separated because in 1990 duplexes were included in the category "2 to 4 units", thus combining duplexes with multifamily counts. Mobile home data for 2000, 2001 and 2002 was not available.

The predominant type of housing is single family, comprising 51.0 percent of all units. In 2002, there were 14,254 single-family units, an increase of 46.1 percent from 1990. The number of duplexes and multifamily is slightly smaller than single-family units (13,685), however, those categories increased at a greater rate than single family, with a 68.4 percent increase.

**UNIVERSITY HOUSING.** The University of Arkansas provides on-campus and off-campus student housing facilities. On-campus facilities include twelve residence halls: two men's; two women's, seven coed and one graduate coed. In 2000, the residence halls housed 3,018 students and 256 students were living in on-campus apartments.



**TABLE 4.4**  
**RESIDENTIAL BUILDING PERMIT ACTIVITY**  
**Units and Cost**  
**Fayetteville (1990-2002)**

| Year              | Single Family |                    | Duplex       |                   | Multifamily  |                    | Total         |                    |
|-------------------|---------------|--------------------|--------------|-------------------|--------------|--------------------|---------------|--------------------|
|                   | Units         | Cost               | Units        | Cost              | Units        | Cost               | Units         | Cost               |
| 1990              | 253           | 20,093,396         | 16           | 825,872           | 91           | 2,254,749          | 360           | 23,174,017         |
| 1991              | 259           | 21,375,180         | 62           | 3,046,482         | 297          | 7,922,555          | 618           | 32,344,217         |
| 1992              | 358           | 30,499,480         | 74           | 3,508,216         | 257          | 8,712,418          | 689           | 42,720,114         |
| 1993              | 434           | 41,357,967         | 256          | 14,327,068        | 342          | 9,252,860          | 1,032         | 64,937,895         |
| 1994              | 439           | 34,452,482         | 246          | 14,757,404        | 754          | 24,845,740         | 1,439         | 74,055,626         |
| 1995              | 512           | 41,971,871         | 186          | 10,892,617        | 320          | 8,792,484          | 1,018         | 61,656,972         |
| 1996              | 492           | 45,382,968         | 80           | 5,287,643         | 154          | 5,607,122          | 726           | 56,277,733         |
| 1997              | 265           | 25,634,794         | 64           | 4,238,765         | 281          | 8,137,810          | 610           | 38,011,369         |
| 1998              | 281           | 29,488,802         | 30           | 1,851,670         | 40           | 1,668,774          | 351           | 33,009,246         |
| 1999              | 365           | 38,368,783         | 54           | 3,887,588         | 515          | 23,641,276         | 934           | 65,897,647         |
| 2000              | 319           | 40,814,865         | 44           | 3,092,432         | 188          | 8,772,251          | 551           | 52,679,548         |
| 2001              | 275           | 39,002,819         | 48           | 3,666,336         | 375          | 17,867,560         | 698           | 60,536,715         |
| 2002              | 248           | 39,962,201         | 20           | 1,440,752         | 763          | 32,536,985         | 1,031         | 73,939,938         |
| <b>Total</b>      | <b>4,500</b>  | <b>448,405,608</b> | <b>1,180</b> | <b>70,822,845</b> | <b>4,377</b> | <b>160,012,584</b> | <b>10,057</b> | <b>697,241,037</b> |
| <b>% of total</b> | <b>44.75</b>  | <b>66.02</b>       | <b>11.73</b> | <b>10.42</b>      | <b>43.52</b> | <b>23.56</b>       | <b>100.00</b> | <b>100.00</b>      |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.

**TABLE 4.5**  
**RESIDENTIAL BUILDING PERMIT ACTIVITY**  
**Units and Percent of Total Units**  
**Fayetteville (1990-2002)**

|       | Single Family |                      | Duplex |                      | Multifamily |                      | Total  |
|-------|---------------|----------------------|--------|----------------------|-------------|----------------------|--------|
| Year  | Units         | Percent of All Units | Units  | Percent of All Units | Units       | Percent of All Units | Units  |
| 1990  | 253           | 70.28                | 16     | 4.44                 | 91          | 25.28                | 360    |
| 1991  | 259           | 41.91                | 62     | 10.03                | 297         | 48.06                | 618    |
| 1992  | 358           | 51.96                | 74     | 10.74                | 257         | 37.30                | 689    |
| 1993  | 434           | 42.05                | 256    | 24.81                | 342         | 33.14                | 1,032  |
| 1994  | 439           | 30.51                | 246    | 17.10                | 754         | 52.40                | 1,439  |
| 1995  | 512           | 50.29                | 186    | 18.27                | 320         | 31.43                | 1,018  |
| 1996  | 492           | 67.77                | 80     | 11.02                | 154         | 21.21                | 726    |
| 1997  | 265           | 43.44                | 64     | 10.49                | 281         | 46.07                | 610    |
| 1998  | 281           | 80.06                | 30     | 8.55                 | 40          | 11.40                | 351    |
| 1999  | 365           | 39.08                | 54     | 5.78                 | 515         | 55.14                | 934    |
| 2000  | 319           | 57.89                | 44     | 7.99                 | 188         | 34.12                | 551    |
| 2001  | 275           | 39.40                | 48     | 6.88                 | 375         | 53.72                | 698    |
| 2002  | 248           | 24.05                | 20     | 1.94                 | 763         | 74.01                | 1,031  |
| Total | 4,500         | 44.75                | 1,180  | 11.73                | 4,377       | 43.52                | 10,057 |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.

**TABLE 4.6**  
**BUILDING PERMIT FIVE-YEAR ANALYSIS**  
**Fayetteville (1998-2002)**

|      | Single Family |                                   | Duplex |                                   | Multifamily |                                   | Total |                                   |
|------|---------------|-----------------------------------|--------|-----------------------------------|-------------|-----------------------------------|-------|-----------------------------------|
|      | Units         | Percent Change from Previous Year | Units  | Percent Change from Previous Year | Units       | Percent Change from Previous Year | Units | Percent Change from Previous Year |
| 1998 | 281           | --                                | 30     | --                                | 40          | --                                | 351   | --                                |
| 1999 | 365           | 29.9%                             | 54     | 80.0%                             | 515         | 1,187.5%                          | 934   | 166.1%                            |
| 2000 | 319           | -12.6%                            | 44     | -18.5%                            | 188         | -63.5%                            | 551   | -41.0%                            |
| 2001 | 275           | -13.8%                            | 48     | 9.1%                              | 375         | 99.5%                             | 698   | 26.7%                             |
| 2002 | 248           | -9.8%                             | 20     | -58.3%                            | 763         | 103.5%                            | 1,031 | 47.7%                             |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.

### 4.3 Residential Building Permit Activity

City of Fayetteville Planning Division, January 2003

As Table 4.4 and 4.5 shows, building permit activity between 1990 and 2002 has been volatile. The total number of units increased steadily between 1990 and 1994, increasing by 1,079 units. Significant increases in duplex and multifamily units contributed to the increase in building permit activity in 1993 and 1994. In 1995, the number of units decreased and continued the decline until 1999. That year the number of units increased by 583 units. By 2000, the numbers dropped again, down to 551, from 934 in 1999. The cost of units followed a similar trend, with the total costs topping out at \$74,055,626 in 1994.

A total of 10,057 units were built in Fayetteville between 1990 and 2002. Approximately 44.75 percent of all units were single-family and 43.52 percent multifamily. Duplexes accounted for 11.73 percent of all units built. The value of all units during this time period was \$697,241,037. Single-family building permits exceeded multi-family permits in seven of the twelve years.

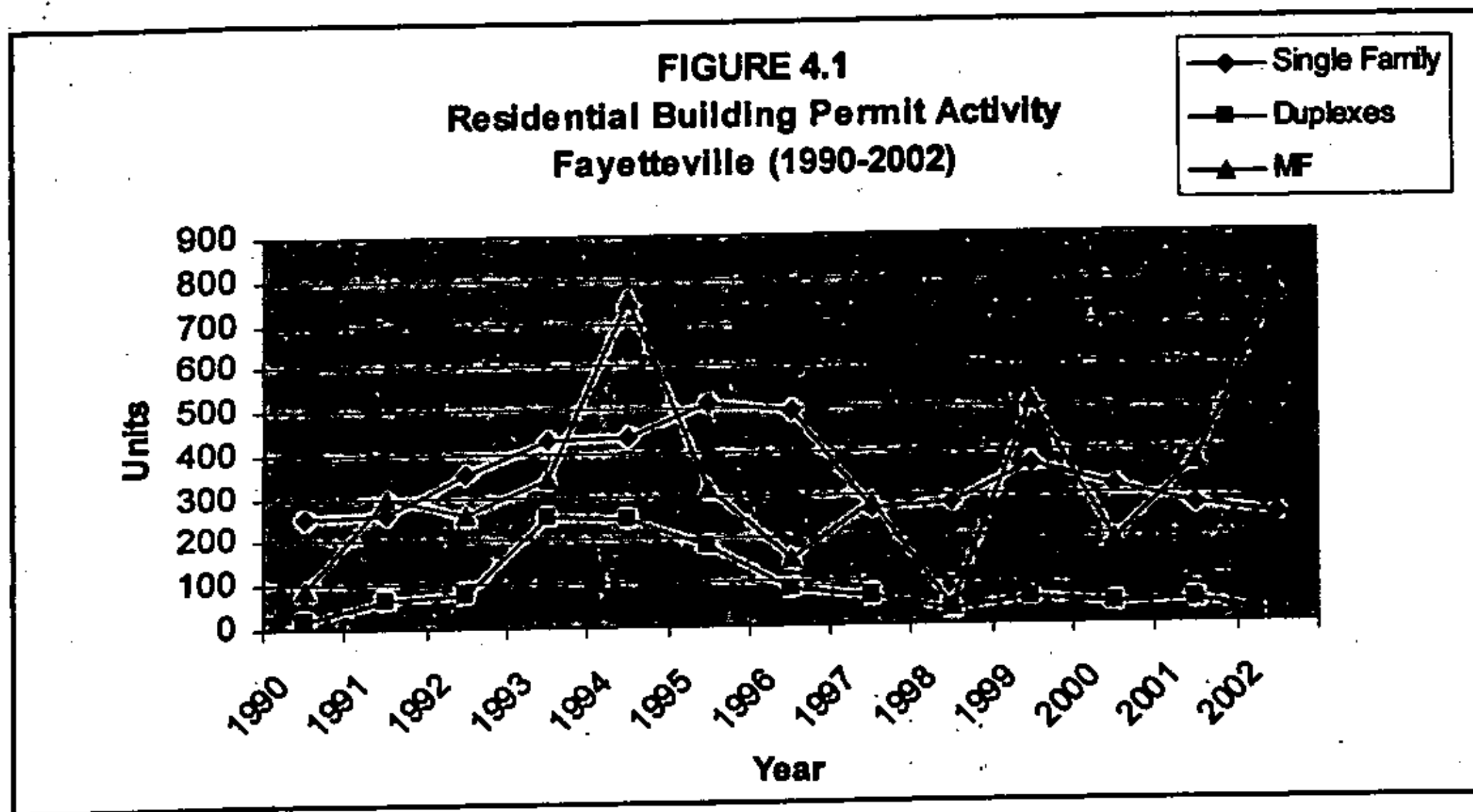
Table 4.6 provides a permit analysis for the past five years, showing the significant increases in multifamily permits. Single family building permits have *decreased* by at least nine percent each year since 2000. Multifamily building permits have *increased* by close to 100% each year since 2000. Single-family building permits exceeded multi-family permits in only two of the five years. In 2002, multifamily represented 74% of all residential building permits.

Table 4.7 shows an estimated population based on additional housing units permitted in 2001 and 2002. The estimated total population in 2001 is 59,488 and in 2002 is 61,614. These calculations are based on a 6.6 percent vacancy rate and 2.21 persons per occupied unit.

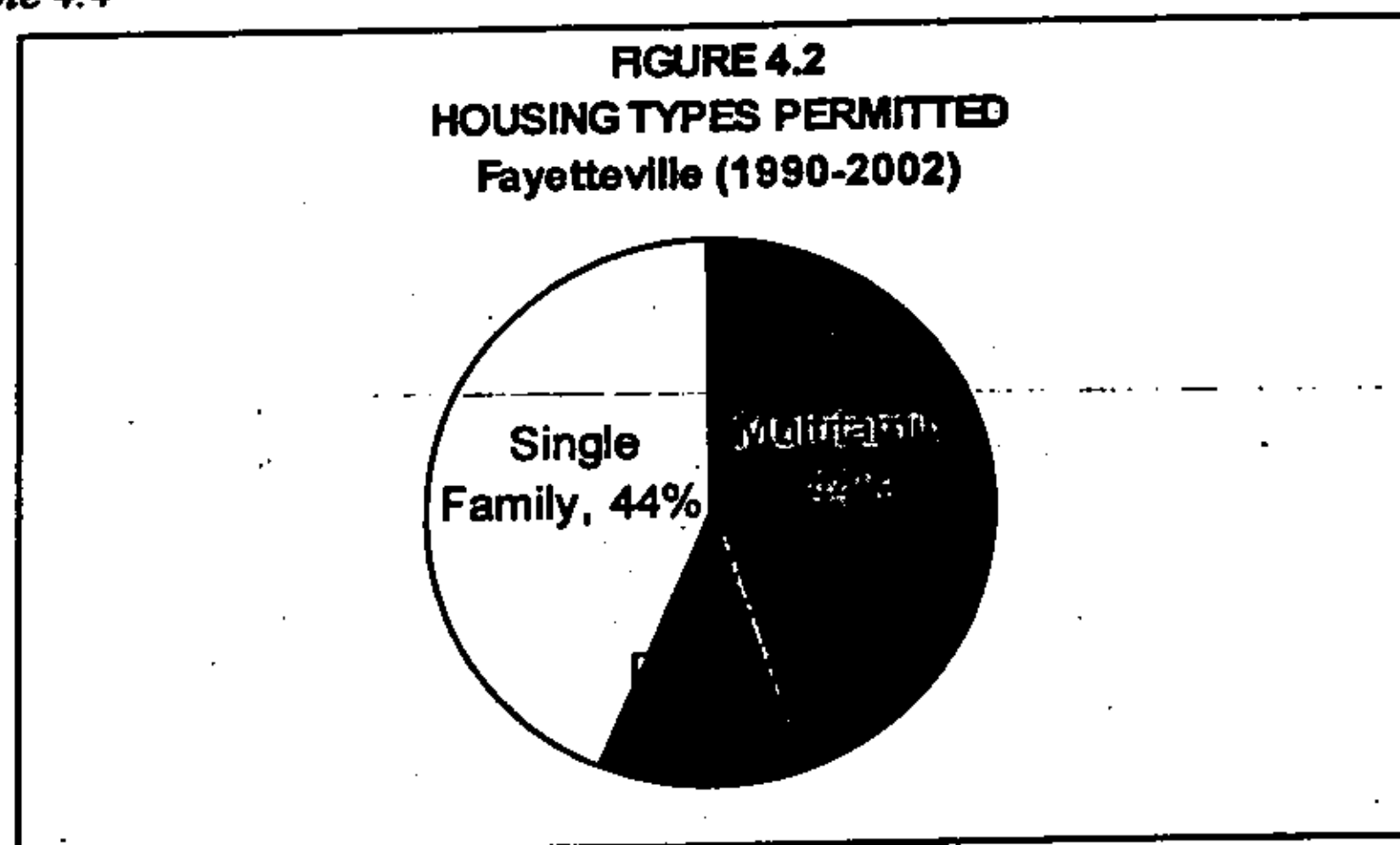
| TABLE 4.7<br>POPULATION ESTIMATES BASED ON BUILDING PERMITS<br>Fayetteville (2001 & 2002) |                     |                  |                             |                  |                          |                            |                             |
|-------------------------------------------------------------------------------------------|---------------------|------------------|-----------------------------|------------------|--------------------------|----------------------------|-----------------------------|
| Year                                                                                      | Housing Units Added | Occupied Units * | Persons per Occupied Unit * | Population Added | Previous Year Population | Estimated Total Population | % Change from Previous Year |
| 2001                                                                                      | 698                 | 652              | 2.21                        | 1,441            | 58,047                   | 59,488                     | 2.48%                       |
| 2002                                                                                      | 1,031               | 962              | 2.21                        | 2,126            | 59,488                   | 61,614                     | 3.57%                       |

\*Occupied units is calculated by multiplying all units, estimated from total building permits (see Table 4.3), by the vacancy rate of 6.6%, as indicated by the 2000 U.S. Census for the city of Fayetteville. Persons per occupied unit is derived from the 2000 Census for the City of Fayetteville.





Source: Table 4.4



Source: Table 4.4



**TABLE 4.8**  
**HOUSING - YEAR CONSTRUCTED**  
**Fayetteville**

| Time Period       | Units Built  | Percent of Total |
|-------------------|--------------|------------------|
| 1990 - March 2000 | 6,632        | 26.04            |
| 1980 - 1989       | 5,743        | 22.55            |
| 1970-1979         | 4,678        | 18.37            |
| 1960-1969         | 3,257        | 12.79            |
| 1950-1959         | 2,243        | 8.81             |
| 1940-1949         | 984          | 3.86             |
| 1939 or earlier   | 1,930        | 7.58             |
| <b>TOTAL</b>      | <b>25467</b> | <b>100.00</b>    |

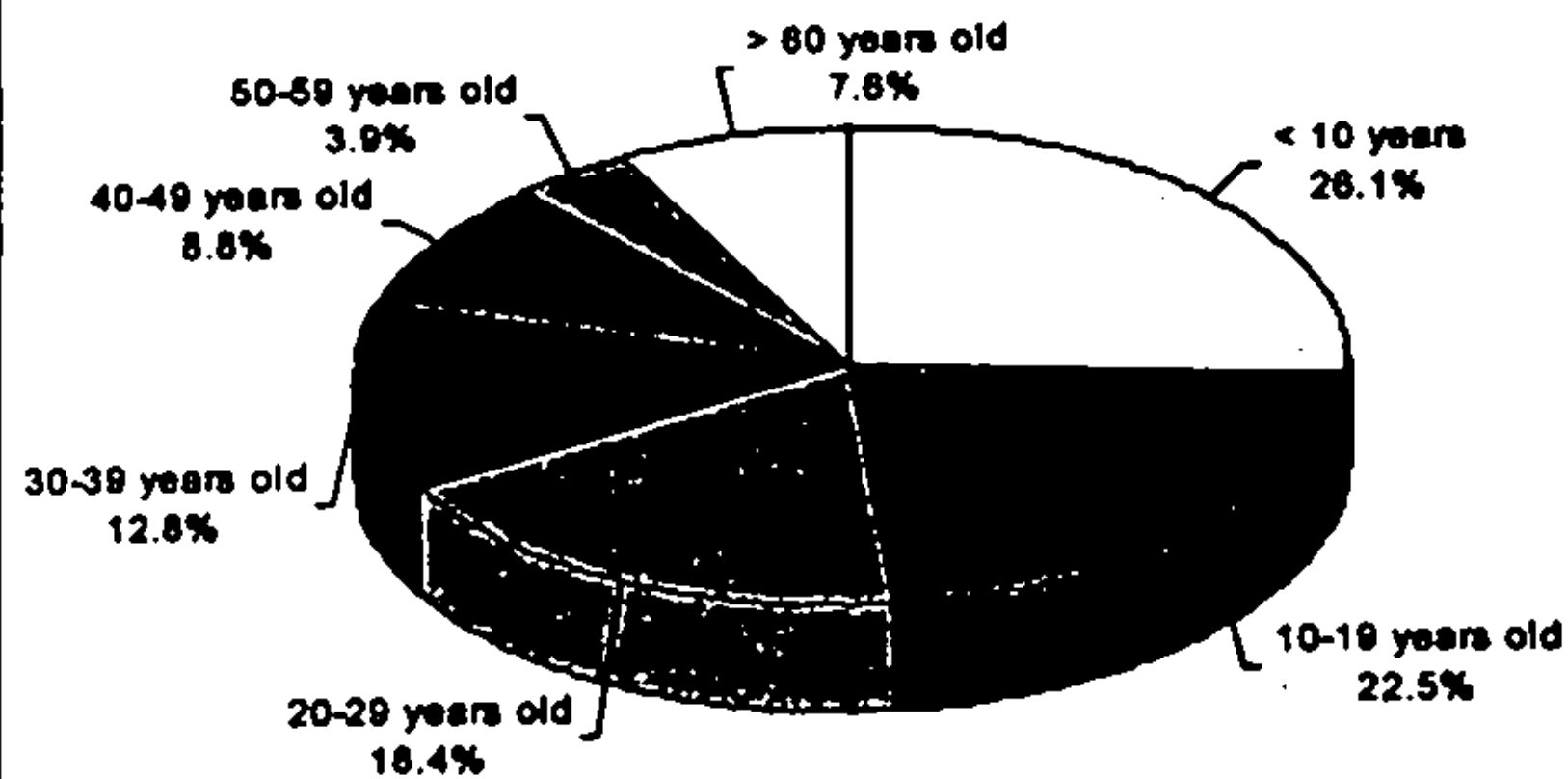
Source: 2020 General Plan, U.S. Census, STF-1 Census of Population and Housing: 1990, Table DP-1. Profile of General Demographic Characteristics: 2000

#### 4.4 Age of Housing

City of Fayetteville Planning  
Division, September 2001

Almost 90 percent of existing housing was built during the last half of the twentieth century and more than one-fourth was built during the last decade. The largest number of houses were built between 1990 and 2000 with 6,632 units. More than 50 percent of housing is more than 20 years old. Approximately 2,900 units were built prior to 1950 indicating a number of units that could face deterioration without adequate maintenance.

**FIGURE 4.3**  
**AGE OF HOUSING**  
**Fayetteville (2000)**



| <b>TABLE 4.9</b><br><b>SINGLE FAMILY HOUSING COSTS</b><br><b>Fayetteville (2000)</b> |            |                     |                  |              |                |
|--------------------------------------------------------------------------------------|------------|---------------------|------------------|--------------|----------------|
| Cost Ranges<br>(in thousands)                                                        | Total      | Percent of<br>Total | Averages         |              |                |
|                                                                                      |            |                     | Cost             | Square Feet  | Cost/Sq. Ft.   |
| \$0-\$34.9                                                                           | 1          | 0.3                 | \$30,000         | 560          | \$53.57        |
| \$35-\$49.9                                                                          | 2          | 0.6                 | \$45,450         | 1,392        | \$32.56        |
| \$50-\$74.9                                                                          | 56         | 17.6                | \$67,300         | 1,303        | \$51.66        |
| \$75-\$99.9                                                                          | 72         | 22.6                | \$84,988         | 1,599        | \$53.15        |
| \$100-\$149.9                                                                        | 95         | 29.8                | \$122,281        | 2,192        | \$55.74        |
| \$150-\$199.9                                                                        | 46         | 14.4                | \$174,502        | 2,952        | \$59.12        |
| \$200-\$299.9                                                                        | 42         | 13.2                | \$224,551        | 3,277        | \$68.53        |
| \$300-\$399.9                                                                        | 2          | 0.6                 | \$330,665        | 4,207        | \$78.61        |
| \$400-\$499.9                                                                        | 1          | 0.3                 | \$400,900        | 5,648        | \$70.98        |
| \$500+                                                                               | 2          | 0.6                 | \$685,836        | 4,431        | \$154.78       |
| <b>TOTAL</b>                                                                         | <b>319</b> | <b>100</b>          | <b>\$130,150</b> | <b>2,182</b> | <b>\$59.66</b> |

Source: Northwest Arkansas Regional Planning Commission, 2000 Summary Issue.

Note: Single Family Housing Costs include only material and labor costs from building permits.

## 4.5 Single Family Housing Costs

City of Fayetteville Planning Division, October 2001

In the Northwest Arkansas Regional Planning Commission 2000 Summary Issue, cost comparisons for single family housing were provided. A total of 319 single family homes were permitted in 2000. Half of the single family units cost between \$75,000 and \$150,000. The average cost per single family unit was \$130,150 with 2,182 average square feet per unit. The average cost per square foot was \$59.66.

Single family affordable housing is considered units under \$35,000 for a family of four. The definition will be updated when new housing cost information is released from Census 2000. As Table 4.6 shows, one affordable unit was constructed in 2000.

| TABLE 4.10<br>GROSS RENT<br>Fayetteville (2000) |                 |                      |
|-------------------------------------------------|-----------------|----------------------|
| Rent                                            | Number of Units | Percent of All Units |
| Less than \$200                                 | 394             | 2.9                  |
| \$200 - \$299                                   | 484             | 3.5                  |
| \$300 - \$499                                   | 6,315           | 46.2                 |
| \$500 - \$749                                   | 4,323           | 31.6                 |
| \$750 - \$999                                   | 1,361           | 10.0                 |
| \$1,000 - \$1,499                               | 318             | 2.3                  |
| \$1,500 or more                                 | 55              | 0.4                  |
| Median Gross Rent                               | \$480           | --                   |

Source: Census 2000 Summary File 3, DP-4. Profile of Selected Housing Characteristics

## 4.6 Gross Rent

Alfred N. Raby, AICP, General Plan 2010; City of Fayetteville Planning Division, January 2003

In 1990, median rent in Fayetteville was \$351 compared to \$352 for all of Washington County and \$274 for the entire State. The City's median rent doubled from the \$178 recorded in 1980.

In 1990, 5,162, or 54.4 percent, of the total 9,493 renter-occupied units in Fayetteville had rents in the \$300-499 range. Approximately two-thirds of the County's more expensive rental units \$500 and over were located in the City.

In 2000, the median rent in Fayetteville was \$480. This is an increase of \$129 (37%) since 1990. The \$300 - \$499 range is still the most common range, with 46.2 percent of all rental units. The \$500 - \$745 range also represents a significant number of the total rental units, with approximately 32 percent. The median rent in Washington county was \$490, slightly higher than the city.

## 4.7 Affordable Housing

City of Fayetteville Planning Division, 1995

**PURPOSE.** Most of Fayetteville's earlier affordable housing was attractive to starter families with modest but potentially growing incomes. Today, the need for affordable housing is also applicable to individuals and families on fixed incomes such as the elderly, the growing number of single, female-headed households and persons in public-assisted programs such as Section 8.

Fayetteville seeks to continue the provision of affordable housing within the City and its Planning Area. Provisions are sought that encourage more affordable housing utilizing conventional construction methods and locations within conventional settings. Fayetteville further desires to avoid the detrimental social, economic and physical effects of concentrating affordable housing. A more compatible, integrated approach with the community is desired. In order to minimize the impact on public funding, private incentives are sought.



**LOCATION AND DESIGN CRITERIA.** Affordable housing units should be scattered throughout the development in a manner that integrates them with all other units in the development. The exterior design and construction of affordable units should appear similar to all other units in the development. Affordable units may be smaller in size than all other units in the development provided that their size, arrangement, and number does not violate applicable building and zoning codes.

Subject to City approval, developments of affordable housing exclusively may be permitted. When constructed separate of other types of residential development, affordable housing should be compatible in design with approved affordable housing in other locations of the City.

#### **4.8 Future Housing Needs**

City of Fayetteville Planning Division, 1995; September 2001

In 1995, the Planning Division estimated 13,845 additional dwelling units will be needed during the period 1995 - 2020 to serve a total population of 85,090. This estimate is based on 35,826 additional residents at a ratio of 2.49 residents per dwelling unit and a 5 percent vacancy rate.

According to the previous housing projection study, a total of 34,173 housing units would be needed by 2020 to serve the total projected population. As of 2000, approximately 75 percent of that goal has been reached, with a total of 25,467 units. Approximately 8,706 more units are needed by 2020. During the 1990s, 8,328 units were built. Therefore, if the trend during the 1990s continues, this goal could be reached shortly after 2010. However, actual future housing needs may be higher than anticipated because population projections for 2000 were lower than actual counts.

# Housing Comparisons with Other College Towns

2000 Census

|                             | Springfield, MO |         | Norman, OK |         | Lawrence, KS |         | Iowa City, IA |         |
|-----------------------------|-----------------|---------|------------|---------|--------------|---------|---------------|---------|
|                             | Number          | Percent | Number     | Percent | Number       | Percent | Number        | Percent |
| 1-unit                      | 48,039          | 70.76%  | 26,678     | 67.30%  | 18,281       | 58.38%  | 12,327        | 49.62%  |
| 2-units                     | 3,315           | 4.88%   | 1,252      | 3.16%   | 1,965        | 6.28%   | 1,458         | 5.86%   |
| 3 or 4 units                | 2,319           | 3.42%   | 3,146      | 7.94%   | 3,051        | 9.74%   | 1,385         | 5.57%   |
| 5 or more                   | 14,217          | 20.94%  | 8,562      | 21.60%  | 8,015        | 25.60%  | 9,677         | 38.95%  |
| Total Units                 | 67,890          | 100.00% | 39,638     | 100.00% | 31,312       | 100.00% | 24,845        | 100.00% |
| Median Owner Occupied Value | \$79,800        |         | \$95,400   |         | \$118,400    |         | \$128,300     |         |
| Median Rent                 | \$452           |         | \$512      |         | \$555        |         | \$572         |         |

|                             | College Station, TX |         | Champaign, IL |         | Ames, IA |         | Columbia, MO |         |
|-----------------------------|---------------------|---------|---------------|---------|----------|---------|--------------|---------|
|                             | Number              | Percent | Number        | Percent | Number   | Percent | Number       | Percent |
| 1-unit                      | 10,170              | 39.82%  | 15,048        | 53.43%  | 9,264    | 51.78%  | 19,025       | 55.80%  |
| 2-units                     | 1,852               | 6.47%   | 961           | 3.41%   | 1,180    | 6.60%   | 3,724        | 10.88%  |
| 3 or 4 units                | 4,042               | 15.83%  | 1,331         | 4.73%   | 1,358    | 7.59%   | 3,081        | 8.95%   |
| 5 or more units             | 9,675               | 37.88%  | 10,825        | 38.43%  | 6,090    | 34.04%  | 8,410        | 24.58%  |
| Total Units                 | 25,539              | 100.00% | 28,165        | 100.00% | 17,892   | 100.00% | 34,220       | 100.00% |
| Median Owner Occupied Value | \$119,500           |         | \$91,300      |         | 130,900  |         | \$118,500    |         |
| Median Rent                 | \$597               |         | \$549         |         | \$600    |         | \$525        |         |

|                             | Fayetteville, AR |         |
|-----------------------------|------------------|---------|
|                             | Number           | Percent |
| 1-unit                      | 13,673           | 55.87%  |
| 2-units                     | 1,721            | 7.03%   |
| 3 or 4 units                | 1,345            | 5.50%   |
| 5 or more units             | 7,732            | 31.60%  |
| Total Units                 | 24,471           | 100.00% |
| Median Owner Occupied Value | \$100,300        |         |
| Median Rent                 | \$480            |         |

# Commercial and Residential Zoning Activity

## City of Fayetteville

(2001 to 2002)

| Case No.                 | Project Name    | Location                                                | Request       | Acres       | Units | City Council Approval Date |
|--------------------------|-----------------|---------------------------------------------------------|---------------|-------------|-------|----------------------------|
| RZN 01-2 (Lindsey)       | Shiloh West     | Shiloh Dr., S. of Chamberland Square and E. of Betty Jo | C-2 to R-2    | 18.25 acres | 240   | 03-20-01                   |
| RZN 01-18 (Beard/Center) | Broyles Project | NW corner of Highway 11 and 18 <sup>th</sup> Street     | R-2           | 19.39 acres | 480   | 12-04-01                   |
| RZN 02-13 (CMN)          | Bristol Park    | CMN Business Park, Phase 1                              | C-2 to RMF-12 | 32.62 acres | 272   | 6-4-02                     |
| RZN 02-23 (Lindsey)      | Southern View   | N. of Old Farmington Rd. and E. of Farmington Dr.       | C-2 to RMF-18 | 19.39 acres | 312   | 10-15-02                   |
| Totals                   |                 |                                                         |               | 89.65 acres | 1,304 |                            |

| Case No.                   | Project Name           | Location                               | Request       | Acres       | Units    | City Council Approval Date |
|----------------------------|------------------------|----------------------------------------|---------------|-------------|----------|----------------------------|
| RZN 02-7 (Hughes)          | Cornerstone II         | W. of Porter, N. of Valley             | R-1 to RMF-12 | 11.94       | 108      | 07-16-02                   |
| RZN 02-17 (Barnes/Mathias) | Skyline Subdivision    | S. of Deane, W. of Young, E. of Porter | R-1 to RMF-6  | 21.03       | 57       | 08-20-02                   |
| RZN 02-25 (Sage House)     | Sage House             | 1033 Humsville Rd.                     | R-1 to RMF-12 | 4.22 acres  | 32       | 09-17-02                   |
| RZN 02-27 (Edens)          | Brooke Drive developed | Brooke Dr., S. of Wedington            | A-1 to RMF-6  | 6.10 acres  | Existing | 10-15-02                   |
| Totals                     |                        |                                        |               | 43.29 acres | 197      |                            |



| Case No.                                   | Project Name               | Location                                | Request    | Acreage            | Units | City Council Approval Date |
|--------------------------------------------|----------------------------|-----------------------------------------|------------|--------------------|-------|----------------------------|
| RZN 01-10 (McDonald)                       | Auto Parts Store           | 461 E. Township                         | R-1 to C-2 | 1.42 acres         | -     | 08-07-01                   |
| RZN 01-13 (Indoor Batting Cages)           | Indoor Batting Cages       | S. side of Zion Rd., Harbco Pl.         | R-1 to C-1 | 1.4 acres          | -     | 08-21-01                   |
| RZN 01-15 (Karstetter and Glass Body Shop) | Auto Body Shop             | 2530 Wedington Dr.                      | R-1 to C-2 | 1.76 acres         | -     | 09-18-01                   |
| RZN 01-21 (Sager/Guisinger)                | Farm Bureau                | W. of Shiloh, N. of Porter              | A-1 to C-1 | 1.02 acres         | -     | 11-06-01                   |
| RZN 01-26 (Sager/Guisinger)                | Speculative                | W. of Shiloh, N. of Porter              | A-1 to C-2 | 12.08 acres        | -     | 12-28-01                   |
| RZN 02-3 (Cathcart)                        | Hampton Inn / Ruby Tuesday | N. of Sixth St., W. of Shiloh           | R-1 to C-2 | 4.75 acres         | -     | 02-05-02                   |
| RZN 02-24 (Nelms)                          | Landers Auto Park          | Between Hwy. 112 & I-540                | A-1 to C-2 | 27.81 acres        | -     | 09-17-02                   |
| RZN 02-37 (Ozark Adventures)               | Water Park                 | E. of Futrell Dr. & W. of Baldwin Plano | R-1 to C-2 | 17.7 acres         | -     | 12-17-02                   |
| <b>Totals</b>                              |                            |                                         |            | <b>66.94 acres</b> |       |                            |

*Within a two year time period...*

- Approximately 132 acres have been rezoned to a medium or high density residential zoning district.
- Approximately 67 acres have been rezoned from a low density residential district to a commercial district.
- Approximately 110 acres of low density residential have been rezoned to a higher intense use.
- No high density residential has been rezoned to commercial.
- Approximately 1,501 units are currently under review.



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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## TENTATIVE AGENDA CITY COUNCIL JANUARY 21, 2003

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

### A. CONSENT

1. APPROVAL OF THE MINUTES 12-3-2002
2. BEVERAGE CONTAINERS: A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.
3. CDBG: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.
4. HABITAT FOR HUMANITY: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.
5. TRASH CARTS: A resolution establishing a fee to residential customers for exchanging trash carts for a larger size cart. No charge for changing to a smaller size cart.

### B. OLD BUSINESS

1. RZN 02-40.00: An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.

2. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

**C. NEW BUSINESS**

1. **MEETING TIME:** An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.
2. **DICKSON ENHANCEMENT:** A resolution approving Change Order #5 to the construction contract with Township Builders, Inc. for Dickson Street Enhancement Project.
3. **PUBLIC ACCESS:** A resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.
4. **NEW WORLD:** A resolution approving a standard software maintenance agreement with New World Systems, Inc. for a period of three years; and authorizing the Mayor and City Clerk to execute said contract.
5. **HANSEN:** A resolution to approve the Service and Maintenance Fees with Hansen Information Technologies for 2003.
6. **CITY ORGANIZATIONAL CHART:** An ordinance amending §33.001 City Organizational Chart.

**MINUTES OF A MEETING  
OF THE  
CITY COUNCIL  
DECEMBER 3, 2002**

A meeting of the Fayetteville City Council will be held on December 3, 2002 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**PRESENT:** Alderman Santos, Jordan, Reynolds, Thiel, Young, Bechard, Davis, City Attorney Kit Williams, Deputy City Clerk Gina Roberts, Staff, Press, and Audience.

**CONSENT**

**APPROVAL OF THE MINUTES**

**PUBLIC ACCESS:** A resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.

**BKD, LLP:** A resolution approving a contract amendment to the contract with BKD, LLP in the amount of \$6,000 for additional audit costs.

**INSITUFORM TECHNOLOGIES:** A resolution awarding a construction contract to Insituform Technologies for sanitary sewer main line and service lateral lining, cured in place pipe method; approval of the first term in the amount of \$308,250, with a contingency of \$30,000 and approval of the second term in the amount of \$308,250 with a contingency of \$30,000, contingent upon approval of the 2003 budget including the sewer rehabilitation project contained therein.

**MOTOROLA:** A resolution approving a radio maintenance contract in the amount of \$93,965.48 to Motorola.

**MERIT ELECTRIC:** A resolution approving a contract with Merit Electric for the installation of new ball field lighting at Lake Fayetteville Softball Complex in the amount of \$256,000 with a project contingency amount of \$38,400 for a total cost of \$294,400 along with the approval of a budget adjustment.



**RUPPLE ROAD:** A resolution awarding the construction contract in the amount of \$753,920.40 to Red Deer, Ind. for the construction of Ruppel road from Wedington Drive to the Donald W. Reynolds Boys and Girls Club; approval of a project contingency in the amount of \$113,080.60 for project needs including material testing, street light installation by Ozark Electric, and variation in final quantities, and approval of a budget adjustment.

**HOLIDAY:** A resolution adding one additional holiday to the City's benefit package in accordance with the Hay Group's Benefit Analysis Report.

**GROUP BENEFITS:** A resolution approving a contract for employee group benefits for 2003.

**TRANSPORTATION ENHANCEMENT:** A resolution in support of Transportation Enhancement Act 2003 (TEA-3).

**FEMA:** A resolution accepting a grant from FEMA in the amount of \$111,508 to purchase protective gear for the Fire Department.

**Alderman Davis moved to approve the Consent Agenda with the exception of the Public Access item. Alderman Marr seconded. The motion carried unanimously.**

#### **OLD BUSINESS**

**VA 02-12.00 and 02-13.00:** An ordinance approving vacation request VA 02-12.00 and 02-13.00 as submitted by Greg House for property located at southwest corner of St. Charles Avenue and Watson Street. The request is to vacate a drainage easement. Ordinance was left on the second reading as amended at the November 19, 2002 meeting.

**Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Marr seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

Alderman Reynolds stated the developer had made some changes. He had no more problems with the project.

**Alderman Santos asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.**

**ORDINANCE 4442 AS RECORDED IN THE OFFICE OF THE CITY CLERK.**

**RZN 02-34.00:** An ordinance approving rezoning request RZN 02-34.00 as submitted by Mel Milholland of Milholland Company on behalf of Roy and Stephanie Lovell for property located at 6310 W. Wedington Drive. The property is zoned A-1, Agricultural and contains approximately 2.8 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.

**Alderman Davis moved to suspend the rules and move to the second reading. Alderman Jordan seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

**Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

**Alderman Santos asked shall the ordinance pass. Upon roll call the motion carried unanimously.**

**ORDINANCE 4443 AS RECORDED IN THE OFFICE OF THE CITY CLERK.**

**RZN 02-37.00:** An ordinance approving rezoning request RZN 02-37.00 as submitted by Milholland Company on behalf of Ozark Adventure for property located east of Futrall Drive, west of Baldwin Piano, and south of Hollywood Drive. The property is zoned R-O, Residential Office and contains approximately 17.70 acres. The request is to rezone to C-2, Thoroughfare Commercial. Ordinance was left on the first reading at the November 19, 2002 meeting.

**Alderman Davis moved to suspend the rules and move to the second reading. Alderman Marr seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

**Alderman Jordan stated he would like to know how much revenue they expected to bring in.**

**Mr. Milholland stated he did not have that information for them tonight.**

**Alderman Thiel stated they were only looking at the rezoning and not this development.**

**Alderman Santos stated this was for the proposed water park on the southeast corner of highway 62 and I-540 intersection.**

**In response to questions from Alderman Marr, Ms. Dawn Warrick stated Traffic Division had preformed a traffic count on November 21, based on the daily totals it reflected that**

11-21-02

NOV 21 2002 11:10 AM  
CITY OF DALLAS  
CLERK OF COURTS  
JAMES L. HARRIS  
11-21-02 11:10 AM

approximately 3,450 vehicles would travel in that vicinity per day. Futrall in that location is classified as a collector on the Master Street Plan.

Alderman Reynolds stated he would like to leave this on the second reading because this was a large project and Hollywood was a two-lane street. He wanted to make sure that they would not have a parking problem near the fire station.

Alderman Santos stated this property was within the Overlay District and it would be developed with extra landscaping and screening requirements.

Mr. Gary Lowery, an area resident, stated he was concerned about the requirements and the standards and conditions that were going to be attached to this property in the future. Who was going to develop the roads and maintain the property when it was not open. The council needed to decide what they wanted before the proceeded.

Mr. George Weiss, an area resident, asked if this property were to be rezoned, did the City have any assurance that a water park would be built there or could they build anything that they wanted to.

Ms. Warrick stated that request that was before them was to rezone the property to commercial. C-2 zoning district provided for a variety of different uses.

Mr. Todd Jacobs, an area resident, stated he was concerned about the rezoning. He asked if this was the best use for the property. He thought leaving the property R-O would leave more opportunities in the future.

In response to questions, Mr. Knoxs thought the project would bring in approximately 3.5 million dollars the first year in gross revenue. They were projecting an average of 2500 and 3500 people per day during their peak season. During their off season they would be fully staffed with a skeleton crew to do their maintenance and improvements.

*THE ORDINANCE WAS LEFT ON THE SECOND READING.*

**RZN 02-38.00:** An ordinance approving RZN 02-38.00 as submitted by Alan Reid on behalf of Betty Ruble for property located at 625 N. 54th Avenue. The property is zoned A-1, Agricultural and contains approximately 2.12 acres. The request is to rezone to R-1, Low Density Residential. Ordinance was left on the first reading at the November 19, 2002 meeting.

**Alderman Jordan moved to suspend the rules and move to the second reading. Alderman Marr seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*



**Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Davis seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

Ms. Warrick stated the applicants would like to be able to divide the property. Under their current zoning they did not have enough area to further divide the property.

**Alderman Santos asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.**

*ORDINANCE 4444 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**IMPACT FEES:** An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. Ordinance was left on the second reading at the November 25, 2002

Alderman Santos stated that they had agreed at Agenda Session not to discuss this tonight, they were only going to read the ordinance and have public comment.

**Alderman Jordan moved to suspend the rules and move to the next reading. Alderman Thiel seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

Mr. Gary Lowery, an area resident, stated they were having a problem determining how to figure the charge, by square footage or size of meter. He suggested that they use the amount of fixtures.

Mr. Bill Burkheart, NW Homebuilders Association, stated there had been a lot of questions on the ordinance. They had a fully funded CIP for wastewater to double tax for the same Capital Improvements seems to be an error. They were already taxing on the sales tax. He suggested that they take this issue to the voters.

**Alderman Young moved to table the item until the next regularly scheduled council meeting. Alderman Marr seconded. The motion carried unanimously.**

*THE ITEMS WAS TABLED UNTIL THE NEXT MEETING.*

**OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting.



Mr. Boettcher asked that the council table this manner again. They had met with the property owner, they were trying to finalize an agreement.

Mr. Lowery stated the city could charge abutting property owners for improvements.

In response to questions, Mr. Williams stated the government could require money or dedication of land if the landowner has done an impact upon their infrastructure needs. The ordinance Mr. Lowery was referring to required the property owner to pay for improvements, if the city made the improvements. However, that was a violation of the constitution because the property owner had done nothing to impact the city. He thought they needed to go back and look at this ordinance.

**Alderman Davis moved to table until the first meeting in January. Alderman Thiel seconded. The motion passed 7-0-1, Marr abstaining.**

*THE ITEM WAS TABLED UNTIL THE FIRST MEETING IN JANUARY.*

## **NEW BUSINESS**

**AUDUBON LEASE:** A resolution authorizing the City of Fayetteville to negotiate an agreement with Audubon Arkansas for property within the Wilson Springs Business Park.

Mr. Williams stated this resolution talked about the business park and the council was authorizing the mayor to negotiate with Audubon Arkansas a lease agreement. The final lease would come back to the council for approval.

Alderman Thiel stated Don Nelms the chairman for the Arkansas Audubon and Ken Smith were here to give a presentation.

Mr. Ken Smith introduced Roy Fuller, President of the NW Audubon Chapter. He gave an overview of their programs. They wanted their centers to revolve around a protected place in the community. They were proposing the Wilson Springs park property for their center in NW Arkansas and the adjacent Clabber Creek watershed. It will be one of two Audubon centers that they are proposing for Arkansas. They wanted to be where the population was located. There was a very diverse population in NW Arkansas. They wanted to be close to an urban area which will allow them to met and work with as many people as possible. They wanted to be a recognized part of the community, like a library.

Alderman Davis asked how soon they were planning on developing the property and how much money would it take.

Mr. Smith replied they were looking at a span of five to ten years that it would take to develop the funding. They thought that they could do it in five year.

Alderman Thiel stated the city would be required to manage this wetland, unless they could get someone to do it for them. The Audubon would do that for them. They would also do the environmental study that was required by the task force for the area north of Clabber Creek. This was a long range plan. This resolution would authorize the mayor to start negotiating a lease with the Audubon Society.

Alderman Reynolds stated that he hoped that when they sold the seventy acres that they recoup the money that they had invested in this project. This would be a starting point for getting something going out there. Mr. Nelms has been the only one to build anything out there.

Alderman Davis stated he would like to see them delay this for a while to make sure that the administration had brought everything forward that was out there so that there would be no more surprises.

Alderman Thiel stated part of the negotiation process would be discovering any of those problems.

Mr. Nelms stated they were here as a friend to the city. He thought that they would work thorough some of the problems. They wanted to add to the community. He took this resolution tonight to mean that they were really serious about this. He and Ken were going to do a tremendous amount of work to get the National Audubon Society and their people together. They were going to start a long term process that they thought was going to be an asset to the city. He wanted the resolution to be taken as a very serious step to getting this done.

Alderman Santos stated this resolution was to give the mayor the authority to negotiate and it did not bind them to anything.

Alderman Thiel stated it did bind the mayor to negotiate it. It was the intent of this council.

If the council was not in favor of this he would like to know tonight. He took this as the council was wanting them to go forward and the mayor to go forward to negotiate this.

Mr. Glenn Sowder, an area resident, stated he could not think of anything grander than having an Audubon center here. He suggested that before the negotiations got serious that they look at the other land that they had, like Lake Fayetteville and Lake Wilson.

Ms. Fran Alexander, an area resident, stated the birds on this land had chosen this area for a reason and they could not just relocate.

Alderman Thiel stated there were not very many important bird areas.

Mr. Tom McKinney, an area resident, stated if they were to look at the resolution that had been passed by the City of Fayetteville they would find that the possibility of the Audubon leasing and managing the 219 acres actually satisfies one of the provisions. Personally he supported this action. The Corp of Engineers stated that because of the acreage the city was setting aside they probably would not have to spend as much money in mitigation in developing the seventy acres. He wanted to make sure that the city was not going to lose that advantage. He was also concerned that the city might lose matching funds from federal agencies.

Mr. Jim Bemis, an area resident, stated he supported this item. He saw it as the beginning of their trails system and the development of a park area out there. He saw it as a real balance between the environmental community and the development community.

Mr. Smith stated that Audubon Centers attracted tourist. They attract people from all over the world. When Audubon establishes an area as an IBA it becomes a known designation point for people who were very serious about watching wildlife. The number of wildlife watchers has jumped five million from 1996 survey. The amount of revenue that was generated by wildlife watcher has also increased in tune of several billion dollars. In response to questions, he stated the reasons they needed more than a hundred acres was because small areas take a tremendous amount of impact. When they had a large number of people coming the same spot those areas become worn. The larger the area the more people they were able to accommodate. This location kept them close to people.

Alderman Davis asked if they had a problem sharing the land with the Fish and Game.

Mr. Smith stated they had to be very careful that they did not over develop it with buildings and parking lots. It was an option that they could work with. What he wanted to do tonight was work with them in securing that property and begin negotiations toward a lease so that they could start working out some of those details.

**Alderman Thiel moved to approve the resolution. Alderman Jordan seconded. The motion passed unanimously.**

Alderman Thiel asked Mr. Nelms to keep the council informed on any of the written negotiations with the mayor to keep them abreast of what was going on.

**RESOLUTION 192-02 AS RECORDED IN THE OFFICE OF THE CITY CLERK.**

**VA -02-14.00:** An ordinance approving VA 02-14.00 as submitted by Karan Sander for property located at 1385 Wimbledon Place. The request is to vacate a section of the utility easement.

*Mr. Williams read the ordinance.*



**Alderman Marr moved to suspend the rules and move to the second reading. Alderman Davis seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

**Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

**Alderman Santos asked shall the ordinance pass. Upon roll call the motion carried unanimously.**

*ORDINANCE 4445 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**RZN 02-18.00, 19.00, 20.00, 29.00, 30.00, 31.00 and 32.00:** Ordinances approving rezoning requests as submitted by the City of Fayetteville Planning Division on behalf of the Mill District Neighborhood Association.

*Mr. Williams read the ordinance.*

Ms. Shelly Rushing, Planning Department, stated the Mill District project had been a project to implement a portion of the General Plan 2020 and presented the highlights of the project.

**Alderman Davis moved to suspend the rules and move to the second reading. Alderman Thiel seconded. The motion carried unanimously.**

*Mr. Williams read the ordinance.*

Ms. Warrick stated the staff felt it was appropriate to take this to at least two different meetings to allow enough time for public comment. This has been an eight month process.

*THE ORDINANCE WAS LEFT ON THE SECOND READING.*

**FRISCO:** A resolution certifying to the tax collector of Washington County the costs of abating unsightly and unsanitary conditions upon the property located at 922 North Frisco Avenue in the City of Fayetteville, Arkansas.

Mr. Williams stated the land owner was entitled to two notices. One of those was thirty day notice before the council meeting. That had not been done in time for this meeting. He suggested that they table it until January to allow enough time for notice to be given.

**Alderman Davis moved to table the item. Alderman Jordan seconded. The motion carried unanimously.**

**FRANCHISE FEE:** Approval of the changes to the Franchise Fee Ordinances between the City of Fayetteville and Arkansas Western Gas, Southwestern Bell, City of Fayetteville Water Utility, City of Fayetteville Sewer Utility, City of Fayetteville Solid Waste Utility, SWEPCO, and Ozark Electric Cooperative to increase the franchise fees to 4.25% of gross revenues.

Alderman Santos stated the ordinance that they had before them tonight was setting the franchise fee on the gross revenues of the city's solid waste and water and sewer funds.

*Mr. Williams read the ordinance.*

In response to questions, Mr. Davis stated there were no public service commission prohibitions. City's had complete control over city franchise fees for utilities in their city. There were no limitations from the public service commission.

Alderman Jordan and Reynolds expressed concern over the lower income families that lived on a fixed income. If they were going to look at the residential, then they needed to look at the commercial end of it.

Alderman Young stated he did have a problem, because in the budget that had been presented to them he did not see any big reductions like he had anticipated. The council reaction had not been to cut the budget, but to pass the franchise fees. The rest of the country is having to tighten their belt. He did not see why the city government did not have to tighten their belt. When the city's government started to tighten their belt, then they could look at something like this.

Alderman Jordan stated they were putting it on the backs of the people.

*THE ORDINANCE WAS LEFT ON THE FIRST READING.*

**2003 BUDGET:** A resolution adopting the proposed 2003 Annual Budget and Work Program.

Mr. Davis presented additional information to the council.

A special work session was scheduled to discuss the budget.

Mr. Davis stated the deficit spending would be moved from 1.715 million to 2.447 million without the franchise fees.

Ms. Bootsie Ackerman stated the funding for DDEP had not been included in the budget for 2003. They have been a partner with the city for a number of years. She asked that they revisit their request for funding. DDEP was funded for planning, design and economic development of their target area.



Alderman Thiel asked if they could find some cost cutting measures and what did they do last year.

Ms. Ackerman stated they generate a report each year that describes their activities.

Alderman Marr stated this was a very bad time to cut funding now. There were performance issues. They needed to make it clear what was expected.

Mr. David LaRue, an area resident, suggested that they consider using college students to do some of the work.

Mr. Lowery stated they needed to appreciate their city employees more and to give them a raise and to add more employees.

**Alderman Young moved to table the resolution. Alderman Davis seconded. The motion carried unanimously.**

**PUBLIC ACCESS:** A resolution accepting a contract for public access television services from January 1, 2003 until March 31, 2003.

Alderman Davis stated he wanted to pull this because there were three providers wanting to provide this service to the city. He could not see any reason to extend this contract for ninety days.

Alderman Thiel and Davis suggested a thirty day extension.

**Alderman Davis moved to extend the contract to January 31, 2003. Alderman Marr seconded. Upon roll call the motion carried unanimously.**

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

*Meeting adjourned.*



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

A RESOLUTION SUPPORTING THE CONCEPT OF BEVERAGE CONTAINER DEPOSIT LEGISLATION IN THE UPCOMING LEGISLATIVE SESSION.

WHEREAS, the roadsides of Arkansas are littered with empty beverage containers; and

WHEREAS, this litter creates an image of Arkansas as a trashy, unkempt state; and

WHEREAS, an aggressive beverage container recycling program can provide for enhanced litter enforcement as well as promote a change in the attitudes of those who litter; and

WHEREAS, the experience of other states has shown that beverage container deposits are an effective means to reduce roadside litter; and,

WHEREAS, legislation should be enacted to adopt an effective and aggressive beverage container recycling and litter reduction program to ensure the protection of Arkansas' abundant natural beauty and its title as the Natural State.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby supports the concept of Beverage Container Deposit legislation in the upcoming session of the Arkansas General Assembly.

PASSED and APPROVED this 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

HEATHER WOODRUFF, City Clerk

For the Fayetteville City Council meeting of: January 21, 2003

## FROM:

Dan CoodyMayor's Office

Name

Division

Department

**ACTION REQUIRED:** Approve resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session

## COST TO CITY:

na

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

\_\_\_\_\_  
ADA Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Internal Auditor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STAFF RECOMMENDATION: Approve resolution

\_\_\_\_\_  
Division Head

\_\_\_\_\_  
Date

Cross Reference

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

New Item: XXXXX Yes      No

\_\_\_\_\_  
Administrative Services  
Director

\_\_\_\_\_  
Date

Prev Ord/Res #:  
Orig Contract Date:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Page 2

## STAFF REVIEW FORM

Description

Meeting Date

Comments:

Reference Comments:

Budget Coordinator

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Accounting Manager

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City Attorney

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Purchasing Officer

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ADA Coordinator

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Internal Auditor

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# ***FAYETTEVILLE***

## ***THE CITY OF FAYETTEVILLE, ARKANSAS***

### **DEPARTMENTAL CORRESPONDENCE**

To: Mayor and City Council

From: Gary Dumas

Date: January 3, 2003

Subject: Beverage Container Deposit Legislation – Resolution of Support

The Arkansas Municipal League is sponsoring legislation which would implement a beverage container deposit requirement.

This proposed bill is within the League's packet of proposed legislation on page 28. The propose language was prepared by the State Legislative Services Bureau. The City or the League may continue to propose additional modifications to the current language.

This resolution will indicate the support of the City of Fayetteville for litter reduction laws and will indicate the City's continuing interest in implementing appropriate beverage container deposit regulation.

# **Proposed Legislation for the 2003 Session of the Arkansas General Assembly**



**Arkansas Municipal League**

## FOREWARD

This booklet contains drafts of proposed legislation for presentation to the 2003 Regular Session of the Arkansas General Assembly.

The proposed legislation in this booklet will be presented to the 2003 Regular Session of the Arkansas General Assembly on behalf of the 496<sup>1</sup> member municipalities of the Arkansas Municipal League. These "bills" are a product of a lengthy and democratic process involving local officials as well as members of the general public. These bills were generated, reviewed, debated and amended by various municipal advisory councils, pursuant to resolutions passed at the League's 68th Annual Convention and during several League Executive Committee meetings. Throughout this process, an effort has been made to solicit as much input as possible from local officials and municipalities.

We encourage city and town officials to present these bills to their state senators and representatives.

We thank the numerous municipal officials and legislators who listened, suggested and considered the ideas contained in this booklet. Finally, we encourage your suggestions and continuing input as we strive for a productive and positive legislative session.

Don A. Zimmerman  
Executive Director

Mark R. Hayes  
General Counsel

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<sup>1</sup>There are a total of 500 incorporated cities and towns in Arkansas of which 496 are members of the Arkansas Municipal League.



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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111520020835  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS CODE § 26-35-902 TO  
PROHIBIT THE USE OF THE COMMON FUND OR  
SUBSTANTIAL BENEFIT THEORY AS A BASIS FOR  
AWARDING ATTORNEYS' FEES IN ILLEGAL EXACTION  
SUITS; AND FOR OTHER PURPOSES.

### Subtitle

AN ACT TO PROHIBIT THE USE OF THE COMMON  
FUND OR SUBSTANTIAL BENEFIT THEORY AS A  
BASIS FOR AWARDING ATTORNEYS' FEES IN  
ILLEGAL EXACTION SUITS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 26-35-902(a), authorizing the award of  
attorneys' fees in illegal exaction suits, is amended to read as follows:

(a)(1)(A) It is the public policy of this state that a circuit and  
~~chancery courts court~~ may, in meritorious litigation brought under Arkansas  
Constitution, Article 16, § 13, in which the court orders any county, city,  
or town to refund or return to taxpayers moneys illegally exacted by the  
county, city, or town, apportion a reasonable part of the recovery of the  
class members to attorneys of record and order the return or refund of the  
balance to the members of the class represented.

(B) Subdivision (a)(1) of this section applies only to  
causes of action filed before the effective date of subdivision (a)(2) of  
this section.

(2)(A) In suits brought under Arkansas Constitution, Article 16,

1 § 13, a trial court may award reasonable attorneys' fees and costs to the  
2 attorneys of record for a taxpayer and class members if the taxpayer is the  
3 prevailing party and the trial court orders the taxing entity to refund to  
4 the taxpayer and class members the taxes illegally exacted.

5 (B) The trial court may base an award of attorneys' fees on  
6 factors that include the experience of the attorney, time spent litigating  
7 the issues, the amount in controversy and the result obtained, customary fees  
8 for similar services in the locale, the novelty and difficulty of the issues,  
9 and the amount refunded to the taxpayers.

10 (C) It is the specific intent of the General Assembly that  
11 in cases brought under Arkansas Constitution, Article 16, § 13, attorneys'  
12 fees shall only be awarded under § 26-35-902(a)(2) and that neither the  
13 "common fund" theory nor the "substantial benefit" theory as adopted by the  
14 Arkansas Supreme Court shall be used as a basis for awarding attorneys' fees  
15 in suits brought under Arkansas Constitution, Article 16, § 13.

16 (D) Subdivision (a)(2) of this section applies only to  
17 causes of action filed on or after the effective date of subdivision (a)(2)  
18 of this section.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100820021456  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-200-101 TO  
10 RESTRUCTURE MUNICIPAL FRANCHISE FEES ASSESSED  
11 AGAINST ELECTRICAL UTILITIES; AND FOR OTHER  
12 PURPOSES.  
13

### Subtitle

14  
15 TO RESTRUCTURE MUNICIPAL FRANCHISE FEES  
16 ASSESSED AGAINST ELECTRICAL UTILITIES.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 14-200-101(a), concerning the municipal  
22 jurisdiction over utilities and utility franchise fees, is amended to read as  
23 follows:

24 (a)(1) Acting by ordinance or resolution of its council, or board of  
25 directors, ~~or commission~~, every city and town shall have jurisdiction to:

26 (A)(1) Except as provided in § 23-4-201, determine the  
27 quality and character of each kind of, and rates for, product or service to  
28 be furnished or rendered by any non-electric public utility within the city  
29 or town and all other terms and conditions, including a reasonable franchise  
30 fee, upon which the non-electric public utility may be permitted to occupy  
31 the streets, highways, or other public places within the municipality, and  
32 the ordinance or resolution shall be deemed prima facie reasonable, provided  
33 that no franchise fee shall exceed the higher of the amount in effect as to  
34 that entity on January 1, 1997, or four and one-quarter percent (4¼%) of the  
35 non-electric public utility's gross revenues, unless agreed to by the  
36 affected utility or approved by the voters of the municipality;



1                                   (ii)(a) Except as provided in § 23-4-201, determine  
2 the quality and character of each kind of, and rates for, product or service  
3 to be furnished or rendered by any electric public utility within the city or  
4 town and all other terms and conditions, including a reasonable franchise  
5 fee, upon which the electric public utility may be permitted to occupy the  
6 streets, highways, or other public places within the municipality, and the  
7 ordinance or resolution shall be deemed prima facie reasonable if assessed on  
8 a kilowatt hour or a consumption basis for electricity delivered, except that  
9 a separate rate shall be employed for the customer classes: residential,  
10 commercial, and, if applicable, industrial.

11                                   (b) The initial assessment rates per kilowatt  
12 hour shall be determined by dividing the franchise fee revenue received by  
13 the municipality for calendar year 2001, or another twelve-month period  
14 agreed to by the electric public utility and the municipality, for each  
15 customer class by the kilowatt hours delivered by the local distribution  
16 utility to that customer class for the same period.

17                                   (c) The electric public utility distributing  
18 electricity within the municipality shall be responsible for collecting and  
19 remitting the fee.

20                                   (d) Once assessed, the franchise rate per  
21 kilowatt hour shall not be increased except by agreement of the affected  
22 distributing electric public utility and the municipal governing body, or by  
23 the voters of the municipality approving a higher rate through a municipal-  
24 wide election;

25                                   (B) Require of any public utility such additions and  
26 extensions to its physical plant within the municipality as shall be  
27 reasonable and necessary in the interest of the public and to designate the  
28 location and nature of all such additions and extensions, the time within  
29 which they must be completed, and all conditions under which they must be  
30 constructed;

31                                   (C) Provide a penalty for noncompliance with the  
32 provisions of any ordinance or resolution adopted pursuant to the provisions  
33 of this chapter;

34                                   (D) Nothing herein shall limit the authority of the public  
35 utility to collect from its customers residing in each municipality an amount  
36 which equals the franchise fee assessed by the municipality on the public



HB

1 utility; and

2 (E) The term "public utility", for the purposes of this  
3 section, shall mean any electric, gas, sewer, or telephone company, and any  
4 company providing similar services, except those currently excluded pursuant  
5 to § 23-1-101(9)(B)(11); and provided further that, when franchise fees  
6 assessed for basic local exchange services are based on revenues, such  
7 revenues shall consist of revenues from basic local service, excluding, among  
8 other things, extension, terminal equipment, toll, access, yellow pages, and  
9 other miscellaneous equipment revenues.

10 (2) Effective January 1, 1994, regardless of the date of filing,  
11 no cause of action that challenges the right of a municipality to assess a  
12 franchise fee against a public utility for permission to occupy the streets,  
13 highways, or other public places within the municipality shall result in the  
14 award of money damages; provided, however, that consistent with the  
15 provisions of Arkansas Constitution, Article 16, § 13, any cause of action  
16 for illegal exaction found to be meritorious may result in the granting of  
17 injunctive relief.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100320021253  
**DRAFT**  
SENATE BILL

5 By: Senator <NA>  
6  
7

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 14-43-312 TO  
10 CLARIFY THE PROCEDURE FOR STAGGERING THE FOUR-  
11 YEAR TERMS FOR ALDERMEN IN CITIES OF THE FIRST  
12 CLASS WITH LESS THAN FIFTY THOUSAND (50,000)  
13 INHABITANTS; AND FOR OTHER PURPOSES.  
14

### Subtitle

15  
16 TO CLARIFY THE PROCEDURES FOR STAGGERING  
17 FOUR-YEAR TERMS FOR ALDERMEN IN FIRST  
18 CLASS CITIES WITH A POPULATION UNDER  
19 50,000.  
20  
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-43-312 is amended to read as follows:

25 14-43-312. Aldermen in mayor-council cities of less than 50,000.

26 (a)(1) On the Tuesday following the first Monday in November 1966, and  
27 every two (2) years thereafter, the qualified voters of all cities of the  
28 first class having the mayor-council form of government with fewer than fifty  
29 thousand (50,000) inhabitants shall elect two (2) aldermen from each ward for  
30 a term of two (2) years, except that any city of the first class may, by  
31 ordinance, refer the question to voters to elect ~~one (1)~~ two (2) alderman  
32 from each ward to four-year terms as more particularly set out in subdivision  
33 (a)(2)(A) of this section.

34 (2)(A) Any city of the first class may, on or before February 1  
35 of the election year when the procedure will go into effect, by ordinance  
36 referred to and approved by the voters at the previous general election or at

SB

1 a special election called for that purpose, elect ~~one (1)~~ two (2) alderman  
2 from each ward to four-year terms, except for the initial terms as provided  
3 in subdivision (a)(2)(B) of this section.

4 (B)(i) If this procedure is adopted by ordinance referred  
5 to and approved by the voters of the city, the alderman representing position  
6 number one from each ward will be elected to a four-year term at the next  
7 general election.

8 (ii) The alderman representing position number two  
9 from each ward will be elected to a an initial two-year term at the next  
10 election, and thereafter will be elected to four-year terms, resulting in  
11 staggered terms with one (1) alderman being elected to a four-year term from  
12 each ward every two (2) years.

13 (b)(1) The ~~election-officials~~ county board of election commissioners  
14 shall designate the aldermen as alderman number 1 and alderman number 2.

15 (2)(A) A candidate for the office of alderman shall designate  
16 the number of the alderman's office which the candidate is seeking at the  
17 time he or she files as a candidate for the office.

18 (B) When this designation has been made, the candidate  
19 shall not be permitted thereafter to change the designation.



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100820021452  
**DRAFT**  
SENATE BILL

5 By: Senator <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-44-103 TO GIVE  
10 CITIES OF THE SECOND CLASS THE OPTION OF ELECTING  
11 ALDERMEN TO STAGGERED FOUR-YEAR TERMS; AND FOR  
12 OTHER PURPOSES.  
13

### Subtitle

14  
15 TO ALLOW FOR STAGGERED 4-YEAR TERMS FOR  
16 ALDERMEN IN CITIES OF THE SECOND CLASS.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 14-44-103(a), concerning the election of  
22 aldermen from cities of the second class, is amended to read as follows:

23 (a)(1)(A) The Except under subdivision (a)(3) of this section, the  
24 qualified voters in cities of the second class shall, on the Tuesday  
25 following the first Monday in November 1982, and every two (2) years  
26 thereafter, elect for each of the wards of these cities two (2) aldermen, who  
27 shall compose the city council.

28 (2)(A) The qualified electors of every city of the second class  
29 shall elect from each ward of the city two (2) aldermen, who shall be  
30 designated as alderman number 1 and alderman number 2 of the ward.

31 (B)(1) Each candidate for the office of alderman in any  
32 election for this office shall designate, in writing, the number of the  
33 alderman's office that he is seeking at the time that he files as a candidate  
34 for the office.

35 (ii) When this designation shall have been made, the  
36 candidate shall not be permitted thereafter to change his designation.

SB

1           (3)(A) The city council of a city of the second class may refer  
2 to voters an ordinance on the question of electing the two (2) alderman for  
3 each ward to four-year terms.

4           (B)(i) The voters shall vote on the ordinance at a general  
5 election, or at a special election called for that purpose.

6           (ii) However, the election to approve the four-year  
7 election procedure shall be held no later than February 1 of the year of the  
8 general election in which the procedure is proposed to be effective.

9           (C)(1) If this procedure is adopted by ordinance  
10 referred to and approved by the voters of the city, the initial terms for  
11 aldermen designated as alderman number 1 of each ward shall be a four-year  
12 term at the next general election.

13           (ii) The initial terms for aldermen designated as  
14 alderman number 2 of each ward shall be a two-year term at the next general  
15 election, and thereafter shall be a four-year term, resulting in staggered  
16 terms for each ward.

17  
18       SECTION 2. Arkansas Code § 14-44-103(b)(1)(A), concerning the election  
19 of aldermen from cities of the second class, is amended to read as follows:

20       (b)(1)(A) Candidates for the office of alderman in cities of the  
21 second class shall reside in the ward from which they seek to be elected and  
22 shall run for election at large, except if the alderman is elected by ward  
23 under subsection (c) of this section. All of the qualified electors of these  
24 cities shall be entitled to vote in the election.

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

100820021444  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS CODE § 14-45-102 TO  
PROVIDE INCORPORATED TOWNS WITH THE OPTION OF  
ELECTING ALDERMEN TO STAGGERED FOUR-YEAR TERMS;  
AND FOR OTHER PURPOSES.

### Subtitle

TO ALLOW INCORPORATED TOWNS THE OPTION  
OF ELECTING ALDERMEN TO STAGGERED FOUR-  
YEAR TERMS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-45-102 is amended to read as follows:  
14-45-102. Election of aldermen.

(a)(1) The Except as provided in subdivision (a)(2) of this section,  
the qualified voters of incorporated towns shall, on the Tuesday following  
the first Monday in November 1982, and every two (2) years thereafter, elect  
five (5) aldermen.

(2)(A) The town council of a incorporated town may refer to  
voters an ordinance on the question of electing the five (5) alderman to  
four-year terms.

(B)(1) The voters shall vote on the ordinance at a general  
election, or at a special election called for that purpose.

(ii) However, the election to approve the four-year  
election procedure shall be held no later than February 1 of the year of the  
general election in which the procedure is proposed to be effective.

(C)(1) If this procedure is adopted by ordinance referred



HB

1 to and approved by the voters of the town, the initial terms for aldermen  
2 representing positions numbered 1, 3 and 5 shall be a four-year term at the  
3 next general election.

4 (ii) The initial terms for aldermen representing  
5 positions numbered 2 and 4 shall be a two-year term at the next general  
6 election, and thereafter shall be a four-year term, resulting in staggered  
7 terms.

8 (b) The county board of election commissioners shall designate the  
9 five (5) aldermen to aldermanic position numbers 1, 2, 3, 4 and 5.



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

120220021059  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 14-137-108  
10 PERTAINING TO THE SELECTION OF MEMBERS OF PUBLIC  
11 FACILITIES BOARDS; AND FOR OTHER PURPOSES.  
12  
13

### Subtitle

15 AN ACT PERTAINING TO THE SELECTION OF  
16 MEMBERS OF PUBLIC FACILITIES BOARDS; AND  
17 FOR OTHER PURPOSES.  
18  
19

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
21

22 SECTION 1. Arkansas Code § 14-137-108(a)(3)(B), pertaining to members  
23 of public facilities boards in counties having a population of less than one  
24 hundred fifty thousand (150,000) and in municipalities having a population of  
25 less than one hundred thousand (100,000), is amended to read as follows:

26 (B) ~~Successor members shall be elected by a majority of the~~  
27 ~~board for terms of five (5) years each, unless the bylaws of the public~~  
28 ~~facilities board or the ordinance pursuant to which the public facilities~~  
29 ~~board was formed provides for an alternative means of electing successor~~  
30 members appointed by the mayor of the creating municipality or the county  
31 judge of the creating county. Successor members shall be subject to  
32 confirmation by the governing body of the municipality or county unless the  
33 ordinance that created the public facilities board provides for election by  
34 the membership of the public facilities board service area.  
35  
36

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

120220021101  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

9 AN ACT TO REPEAL ARKANSAS CODE § 16-92-113  
10 PERTAINING TO THE DISTRIBUTION OF FINES IN  
11 DISTRICT AND OTHER LOWER COURTS; AND FOR OTHER  
12 PURPOSES.  
13  
14

### Subtitle

15  
16  
17 AN ACT TO REPEAL ARKANSAS CODE § 16-92-113  
18 PERTAINING TO THE DISTRIBUTION OF FINES IN  
19 DISTRICT AND OTHER LOWER COURTS.  
20  
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 16-92-113 is repealed:

25 ~~16-92-113. Fines--Disposition.~~

26 ~~(a) All fines, penalties, and forfeitures imposed by any court or~~  
27 ~~board of officers, other than city and police courts, shall be paid into the~~  
28 ~~county treasury for county purposes.~~

29 ~~(b) All fines and penalties of city courts and courts of incorporated~~  
30 ~~towns for violations of city or town ordinances not defined as offenses~~  
31 ~~against the state may be retained by the city or town for the maintenance of~~  
32 ~~the courts of the city or town.~~  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

091820021105  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO REPEAL ARKANSAS CODE § 27-14-313(c),  
10 WHICH PROVIDES GROUNDS FOR REMOVING CERTAIN  
11 PUBLIC OFFICIALS FOR FAILING, REFUSING, OR  
12 NEGLECTING TO COMPLY WITH PROCEDURES GOVERNING  
13 THE HIGHWAY IMPROVEMENT FUND; AND FOR OTHER  
14 PURPOSES.

### Subtitle

16 AN ACT TO REPEAL ARKANSAS CODE § 27-14-  
17 313(c).  
18  
19  
20

21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

22  
23 SECTION 1. Arkansas Code § 27-14-313(c) is repealed.

24 ~~(c) Failure, refusal, or neglect on the part of any judicial or other~~  
25 ~~officer or employee receiving, or having custody of, such fine or forfeiture,~~  
26 ~~either before or after a deposit in the Highway Improvement Fund, to comply~~  
27 ~~with the provisions of this section shall constitute misconduct in office and~~  
28 ~~shall be grounds for removal.~~  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

091620021349  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 14-45-106(d), TO  
10 ELIMINATE THE EXEMPTION OF CERTAIN COUNTIES FROM  
11 THE PROVISIONS GOVERNING THE MAYOR'S COURT IN  
12 INCORPORATED TOWNS; AND FOR OTHER PURPOSES.

### Subtitle

15 AN ACT TO AMEND ARKANSAS CODE § 14-45-  
16 106(d), TO ELIMINATE THE EXEMPTION OF  
17 CERTAIN COUNTIES FROM THE PROVISIONS  
18 GOVERNING THE MAYOR'S COURT IN INCORPORATED  
19 TOWNS.

20  
21  
22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-45-106(d), regarding the exemption of  
25 certain counties from the provisions governing the mayor's court in  
26 incorporated towns, is amended to read as follows:

27 (d) The mayor shall:

28 (1) Perform all duties required ~~of him~~ by the ordinances of the  
29 town, and appeals may be taken in the same manner as from decisions of  
30 justices of the peace; and

31 (2)(A) Keep a docket and charge and collect the same fees as  
32 justices of the peace are allowed for similar services.

33 (B)~~(1)~~ In addition for his or her services as mayor, the  
34 council may, by ordinance, make proper allowance for, and payment of,  
35 compensation.

36 ~~(11) Clay, Craighead, Greene, Ashley, and Chicot~~

HB

1 ~~counties shall be exempted from the provisions of this section.~~

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420020912  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS CODE § 14-43-313 TO  
REMOVE LANGUAGE THAT HAS BEEN SUPERCEDED BY  
ARKANSAS CODE §§ 14-43-303, 14-43-314, 14-43-315  
AND 14-43-316; AND FOR OTHER PURPOSES.

### Subtitle

AN ACT TO REPEAL ARKANSAS CODE § 14-43-  
313 WHICH HAS BEEN SUPERCEDED BY OTHER  
LAWS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-43-313 is amended to read as follows:  
§ 14-43-313. City clerks and attorneys generally.

~~(a) At the general election in cities of the first class held in 1894  
and every two (2) years thereafter, there shall be elected by the qualified  
electors of these cities a city clerk and city attorney who shall hold office  
for the two (2) years next following and until their successors are elected  
and qualified.~~

(b) The city clerk and city attorney in cities of the first class shall  
give the bond, perform the duties, and receive the salary as is prescribed by  
ordinance in each of these cities.



Stricken language would be deleted from and underlined language would be added to the law as it existed  
prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420021614  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO PROVIDE FOR DIRECT DEPOSITS BY THE  
STATE INTO THE ARKANSAS LOCAL TRUST; AND FOR  
OTHER PURPOSES.

### Subtitle

AN ACT TO PROVIDE FOR DIRECT DEPOSITS BY  
THE STATE INTO THE ARKANSAS LOCAL TRUST.

18  
19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. (a) Notwithstanding any other provision of law, the  
22 following funds remitted to municipalities by the State of Arkansas may be  
23 deposited directly into a municipality's Arkansas Local Government Cash  
24 Management Trust account, established pursuant to the Local Government Joint  
25 Investment Trust Act, Arkansas Code § 19-8-301 et seq.:

26 (1) The Municipal Aid Fund, as described in Arkansas Code § 19-  
27 5-601;

28 (2) The special highway revenues made available by the Arkansas  
29 Highway Revenue Distribution Law, Arkansas Code § 27-70-201; and

30 (3) The special revenues listed in the Revenue Classification  
31 Law, Arkansas Code § 19-6-201, including but not limited to those generated  
32 by the Arkansas Gross Receipts Act of 1941, as amended, Arkansas Code § 26-  
33 52-101 et seq.

34 (b)(1) Upon receipt of a resolution enacted by the governing body of a  
35 municipality, the officials responsible for the transmittal of funds to the  
36 municipality shall directly deposit the funds into the municipality's Local



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1 Government Cash Management Trust account.

2 (2) The resolution shall state the following:

3 (A) The name of the municipality;

4 (B) The funds to be transmitted; and

5 (C) The municipality's Local Government Cash Management  
6 Trust account number.

7 (c)(1) Direct deposits as provided in this section shall continue to  
8 be made until the state official or officials responsible for transmitting  
9 the funds receive a copy of a resolution enacted by the governing body of the  
10 municipality requesting the termination of the deposits.

11 (2) Upon receiving the funds, they shall be transmitted as  
12 provided by this section.

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

102920021118  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 16-87-306 TO  
10 PROVIDE PUBLIC DEFENDER REPRESENTATION IN CITY  
11 COURTS.  
12

### Subtitle

14 AN ACT TO AMEND ARKANSAS CODE § 16-87-  
15 306 TO PROVIDE PUBLIC DEFENDER  
16 REPRESENTATION IN CITY COURTS.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 16-87-306 is amended to read as follows:  
22 16-87-306. Duties.

23 The public defender in each judicial district shall have the following  
24 duties:

25 (1)(A) To defend indigents within the district as determined by the  
26 circuit, municipal, city, juvenile, probate, or chancery courts in the  
27 district in all:

28 (i) Felony, misdemeanor, juvenile, guardianship, and  
29 mental health cases;

30 (ii) Traffic cases punishable by incarceration; and

31 (iii) Contempt proceedings punishable by incarceration.

32 (B) Except for city court cases and for juvenile representation  
33 in family in need of services cases, in no case may a public defender be  
34 appointed or the commission be responsible for payment where there is no risk  
35 of incarceration or loss of liberty; and

36 (2)(A) In all capital cases where the death penalty is sought, two (2)

HB

1 attorneys shall be appointed, unless the prosecuting attorney informs the  
2 circuit court at the arraignment of the defendant that the death penalty will  
3 not be sought.

4 (B) The Capital, Conflicts, and Appellate Office of the Arkansas  
5 Public Defender Commission may be appointed, consistent with § 16-87-205.

6 (C) It should be presumed for purposes of this section that the  
7 death penalty will be sought.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420020905  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 5-5-101 TO ENSURE  
10 THAT PROPERTY SEIZED BY MUNICIPAL LAW ENFORCEMENT  
11 AGENCIES AND THE MONEYS GAINED THEREFROM ARE  
12 DEPOSITED IN THOSE CITY'S AND TOWN'S TREASURIES;  
13 AND FOR OTHER PURPOSES.

### Subtitle

16 TO ENSURE THAT PROPERTY SEIZED BY  
17 MUNICIPAL LAW ENFORCEMENT AGENCIES AND  
18 THE MONEYS GAINED THEREFROM ARE  
19 DEPOSITED IN THOSE CITY'S AND TOWN'S  
20 TREASURIES.  
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24  
25 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
26

27 SECTION 1. Arkansas Code § 5-5-101 is amended to read as follows:

28 5-5-101. Disposition of contraband and seized property.

29 (a) All seized property shall be returned to the rightful owner or  
30 possessor thereof except contraband owned by a defendant.

31 (b) Contraband includes:

32 (1) Any article possessed under circumstances prohibited by law;

33 (2) Any weapon or other instrumentality used in the commission or  
34 attempted commission of a felony; and

35 (3) Any other article designated contraband by law.

36 (c) Contraband shall be destroyed, except that any article of

HB

1 contraband capable of lawful use may in the discretion of the court having  
2 jurisdiction be retained for use by the law enforcement agency responsible  
3 for the arrest or sold, and the proceeds disposed of, in the manner provided  
4 by subsections (e), (f), and (g) of this section.

5 (d) Unclaimed seized property shall be sold at public auction to be  
6 held by ~~the sheriff of the county in which the seizure took place,~~ the chief  
7 law enforcement officer of the county, city, or town law enforcement agency  
8 having seized the property or the chief law enforcement officer's designee,  
9 and the proceeds, less the cost of sale and any storage charges incurred in  
10 preserving it, shall be paid into the general fund of the ~~county~~ county,  
11 city, or town whose law enforcement agency performed the seizure.

12 (e) The time and place of sale of seized property shall be advertised  
13 for at least fourteen (14) days next before the day of sale by posting  
14 written notice at the courthouse door and by publication in the form of at  
15 least two (2) insertions, at least three (3) days apart, before the day of  
16 sale in a weekly or daily newspaper published or customarily distributed in  
17 the county.

18 (f) All seized property to be sold at public sale shall be offered for  
19 sale on the day for which it was advertised between 9:00 a.m. and 3:00 p.m.,  
20 publicly, by auction, and for ready money. The highest bidder shall be the  
21 purchaser.

22 (g) The proceeds from any sale of seized property shall be delivered to  
23 the county, city, or town treasurer, as the case may be, to be held by him in  
24 a separate account for a period of three (3) months. If, during this time,  
25 any person establishes to the satisfaction of the treasurer that he was at  
26 the time of sale the owner of any seized article sold as above provided, he  
27 shall be paid the amount realized from sale of such property less the  
28 expenses of the sale. All moneys in the separate account not claimed or paid  
29 within the designated three-month period shall be paid into the general fund  
30 of the county, city, or town whose law enforcement agency performed the  
31 seizure.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420021611  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO ALLOW LOCAL GOVERNMENTS TO ENTER INTO  
NONDISCLOSURE AGREEMENTS WITH THE ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
REGARDING DATA AND INFORMATION CONCERNING LOCAL  
SALES AND USE TAX COLLECTION; AND FOR OTHER  
PURPOSES.

### Subtitle

TO ALLOW LOCAL GOVERNMENTS TO ENTER INTO  
A NONDISCLOSURE AGREEMENT WITH THE  
ARKANSAS DEPARTMENT OF FINANCE AND  
ADMINISTRATION.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. (a)(1) All cities and towns, regardless of classification,  
may enter into nondisclosure agreements with the Arkansas Department of  
Finance and Administration regarding the review and copying of information  
about local sales and use tax collection within those cities and towns.

(2) The nondisclosure agreements shall be applicable to  
Department of Finance and Administration records that identify specific  
business establishments within the city or town and the monetary collection  
data related thereto.

(b) The Arkansas Department of Finance and Administration shall not  
refuse to enter into the nondisclosure agreements by designating previously  
collected, or collected in the future, local sales and use tax data as



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100320021012  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 8-4-103 TO  
10 REQUIRE NOTIFICATION OF MUNICIPAL GOVERNMENTS  
11 REGARDING CERTAIN ENVIRONMENTAL VIOLATIONS  
12 OCCURRING WITHIN THE CORPORATE LIMITS AND CIVIL  
13 PENALTIES BEING IMPOSED; AND FOR OTHER PURPOSES.  
14

### Subtitle

15  
16 TO REQUIRE NOTIFICATION OF MUNICIPAL  
17 GOVERNMENTS REGARDING ENVIRONMENTAL  
18 VIOLATIONS OCCURRING WITHIN THE CITIES.  
19  
20

21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
22

23 SECTION 1. Arkansas Code § 8-4-103(d), concerning criminal and civil  
24 penalties for violations of the Arkansas Water and Air Pollution Control Act,  
25 is amended to read as follows:

26 (d)(1)(A) Before assessing a civil penalty under subsection (c) of  
27 this section, the Director of the Arkansas Department of Environmental  
28 Quality shall provide public notice of and a reasonable opportunity to  
29 comment on the proposed issuance of such order.

30 (B) If the civil penalty is being assessed under an order  
31 on consent, the order shall not be effective until thirty (30) days after the  
32 publication of notice of such order.

33 (C) Notice shall also be given to each member of the  
34 commission.

35 (D) If a civil penalty is being assessed for a violation  
36 that occurs within the corporate limits of any municipality in Arkansas, a



1 copy of the public notice shall be delivered to the chief executive officer  
2 of the municipality in which the alleged violation occurred along with a copy  
3 of any proposed order concerning the violation, and the municipality shall be  
4 given a reasonable opportunity to comment on the proposed order.

5 (2) Notice of any administrative enforcement order shall contain  
6 the following:

7 (A) The identity of the person or facility alleged to be  
8 in violation;

9 (B) The location by city or county of the alleged  
10 violation;

11 (C) A brief description by environmental media, i.e.,  
12 water, air, solid waste, hazardous waste, impacted by the alleged violation;

13 (D) The type of administrative action proposed, i.e.,  
14 consent order, notice of violation, emergency order; and

15 (E) The amount of penalty to be assessed.

16 (3)(A) Any person who comments on a proposed assessment of a  
17 penalty under this subsection shall be given notice of any hearing held under  
18 this subsection.

19 (B) In any hearing held under this subsection, such person  
20 shall have a right to intervene upon timely application.

21 (4)(A)(i) If no adjudicatory hearing is held on a proposed  
22 order, any person who commented on the proposed order may petition the  
23 commission to set aside the order and provide an adjudicatory hearing.

24 (ii) A petition to set aside such an order must be  
25 filed with the commission within thirty (30) days of service of the order.

26 (B) If the evidence presented by the petitioner is  
27 material and was not considered in the issuance of the order and the  
28 commission finds in light of the new evidence that the order is not  
29 reasonable and appropriate, it may set aside such order and provide a  
30 hearing.

31 (C) If the commission denies a hearing under this  
32 subdivision, it shall provide to the petitioner notice of and its reasons for  
33 such denial. The denial of such a hearing may be appealed pursuant to § 8-4-  
34 222.

35 (5) The commission, on its own initiative, may institute review  
36 of any enforcement action taken by the director within thirty (30) days of

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1 the effective date of such order.  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

120420021145  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE TITLE 8, CHAPTER 9  
10 TO ADD AN ADDITIONAL SUBCHAPTER TO REDUCE LITTER;  
11 TO FACILITATE BEVERAGE CONTAINER RECYCLING AND  
12 REQUIRE LABELING OF BEVERAGE CONTAINERS; TO  
13 ASSESS A BEVERAGE CONTAINER RECYCLING AND LITTER  
14 REDUCTION FEE AND PROVIDE FOR DISTRIBUTION OF THE  
15 FEE; TO FUND ENVIRONMENTAL EDUCATION; TO ALLOW  
16 THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY  
17 TO PERMIT REDEMPTION CENTERS AND ADOPT  
18 REGULATIONS; AND FOR OTHER PURPOSES.

### Subtitle

21 TO PROVIDE FOR BEVERAGE CONTAINER  
22 RECYCLING AND TO REQUIRE LABELING OF  
23 BEVERAGE CONTAINERS AND TO ASSESS A  
24 BEVERAGE CONTAINER RECYCLING FEE.

25  
26  
27 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

28  
29 SECTION 1. Arkansas Code Title 8, Chapter 9, is amended to add an  
30 additional subchapter to read as follows:

31 Subchapter 6. Beverage Container Recycling.

32  
33 8-9-601. Title.

34 This subchapter shall be known and may be cited as the "Beverage  
35 Container Recycling and Litter Reduction Act".  
36



HB

1        8-9-602. Legislative findings and purpose.

2        (a) The General Assembly declares that in order for the State of  
3 Arkansas to meet the municipal waste reduction goal established by § 8-9-101,  
4 it is imperative that new opportunities for recycling, particularly in rural  
5 areas of the state, be developed.

6        (b) The General Assembly finds that containers, especially beverage  
7 containers, are the most valuable and recyclable commodity in the waste  
8 stream and that the discarding of these containers is an unnecessary addition  
9 to the state's litter problem and its already overburdened solid waste  
10 disposal system.

11       (c) The General Assembly further finds that it is in the public  
12 interest to establish a program for the recycling of containers that:

- 13                (1) Reduces the volume of waste and litter;  
14                (2) Increases opportunities for recycling and provides financial  
15 incentives for consumers to recycle;  
16                (3) Builds upon existing recycling infrastructure;  
17                (4) Stimulates statewide creation of new jobs and wider  
18 employment in the recycling industry; and  
19                (5) Helps fund environmental education.

20  
21       8-9-603. Definitions.

22       As used in this subchapter:

23       (1)(A) "Beverage" means any of the following products in liquid form  
24 intended for human consumption:

- 25                (i) Beer, ale, and other malt beverages;  
26                (ii) Wine coolers and distilled spirit coolers;  
27                (iii) Coffee and tea drinks;  
28                (iv) Carbonated water, including soda and carbonated  
29 mineral waters;  
30                (v) Carbonated soft drinks; and  
31                (vi) Bottled water, sport drinks, one hundred percent  
32 (100%) fruit juices, and other juice drinks to which carbonation has been  
33 added;

34                (B) "Beverage" does not mean wine or wine from which alcohol has  
35 been removed in whole or in part, whether or not sparkling or carbonated;

36       (2) "Beverage container" means a nonrefillable bottle, jar, or other

1 container made of glass, aluminum, metal, or plastic that is sealed by a  
2 manufacturer and that, at the time of sale, contains no more than forty (40)  
3 nor less than six and five-tenths (6.5) ounces of a beverage;

4 (3) "Consumer" means a person who purchases a beverage in a beverage  
5 container for final use or consumption;

6 (4) "Dealer" means a person in this state who engages in the sale of  
7 beverages in beverage containers to a consumer whether or not the product is  
8 sold in a vending machine;

9 (5) "Department" means the Arkansas Department of Environmental  
10 Quality;

11 (6)(A) "Distributor" means a person who engages in the sale of  
12 beverages in beverage containers to a dealer in this state; and

13 (B) Includes a manufacturer who engages in the sale of beverages  
14 in this state;

15 (7) "Empty returnable containers" means beverage containers that  
16 contain nothing except the residue of the original contents and are labeled  
17 according to the requirements of this subchapter;

18 (8) "Handling fee" means a per beverage container payment to  
19 redemption centers;

20 (9) "In this state" means within the exterior limits of the State of  
21 Arkansas and includes all territory within these limits owned or ceded to the  
22 United States of America;

23 (10) "Manufacturer" means a person who bottles or otherwise fills  
24 containers for sale to distributors or dealers in this state;

25 (11) "Nonrefillable" means a beverage container that, after being used  
26 by a consumer, is not to be reused as a beverage container by a manufacturer;

27 (12) "Person" means an individual, partnership, corporation, or other  
28 legal entity;

29 (13) "Recycling" means the systematic collection, sorting,  
30 decontaminating, and returning of waste materials to commerce as commodities  
31 for use or exchange; and

32 (14) "Redemption center" means a place of business that:

33 (A) Accepts empty returnable beverage containers from any  
34 person;

35 (B) Recycles at least one (1) other commodity;

36 (C) Is approved by the county quorum court; and

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1           (D) Is certified by the department as a redemption center; and  
2           (15) "Return value" means the amount paid to any person who returns an  
3           empty returnable container to a redemption center.

4  
5           8-9-604. Labeling required.

6           Beginning January 1, 2004, it shall be unlawful for any dealer to sell  
7           beverages in a beverage container in this state that is not labeled as  
8           required in this subchapter.

9  
10          8-9-605. Beverage Container Recycling and Litter Reduction Fee.

11          (a) Beginning January 1, 2004, a manufacturer who fills beverage  
12          containers for consumption in the state, a distributor who imports beverages  
13          into the state for consumption in this state, and a dealer who imports  
14          beverages from an out-of-state distributor into the state for consumption in  
15          this state, shall remit a "beverage container recycling and litter reduction  
16          fee" of five cents (5¢) per beverage container to the Department of Finance  
17          and Administration and shall clearly label all beverage containers with the  
18          word "Arkansas" or "AR" and the return value of the beverage containers in  
19          clearly visible type on the beverage container by embossing or imprinting, or  
20          using a stamp on the normal product label.

21          (b)(1) A manufacturer, distributor, or dealer shall inform consumers  
22          that beverages are sold in returnable beverage containers by placing a sign,  
23          a shelf label, or both in close proximity to any sales display of beverage  
24          containers.

25               (2) The sign or shelf label shall:

26                       (A) State the amount of return value for each beverage  
27                       container;

28                       (B) State that all labeled beverage containers as  
29                       described in this subsection are returnable; and

30                       (C) List all the redemption centers in the county.

31  
32          8-9-606. Return value.

33          (a) Every beverage container sold or offered for sale in this state  
34          shall have a return value of at least three cents (3¢) per beverage  
35          container.

36          (b) Each beverage container shall have the return value clearly



1 indicated on the beverage container.

2

3 8-9-607. Redemption centers.

4 (a) Beginning January 1, 2004, each county having responsibility to  
5 establish a recyclable materials collection center, as mandated by § 8-6-720,  
6 shall establish and operate on its own or through contract or other agreement  
7 with another person or persons, one (1) or more redemption centers where  
8 persons may return empty beverage containers and receive the refund value of  
9 the beverage containers.

10 (b) In addition to the redemption centers under subsection (a) of this  
11 section, a redemption center may be established by a person, a county or  
12 local government, a regional solid waste management district, or any other  
13 governmental entity operating a solid waste management program if approved by  
14 the county quorum court of the county and the regional solid waste management  
15 district in which the center will be located, and if the center is certified  
16 by the Arkansas Department of Environmental Quality.

17 (c)(1) A consumer may donate recyclable beverage containers through  
18 the community's curbside recycling program instead of taking the containers  
19 to a redemption center.

20 (2) However, the curbside recycling program, instead of the  
21 consumer, will receive the return value for the containers that are recovered  
22 from the waste stream and presented to a redemption center.

23

24 8-9-608. Return value.

25 (a)(1) A redemption center shall accept an empty returnable container  
26 from any person and shall pay to the person its full return value.

27 (2) The redemption center may refuse to pay the return value  
28 for:

29 (A) Broken bottles;

30 (B) Any beverage container which is not empty or contains  
31 a significant amount of foreign material;

32 (C) Any beverage container that is not labeled as provided  
33 in this subchapter; or

34 (D) Any beverage container whose label or embossing cannot  
35 be discerned.

36 (b) An operator of a redemption center may limit the total number of



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1 beverage containers that the operator will accept from a person in a business  
2 day, but the limit shall not be less than two hundred and fifty (250)  
3 beverage containers.

4  
5 8-9-609. Beverage Container Recycling and Litter Reduction Grant Fund.

6 (a) The Department of Finance and Administration shall deposit the  
7 proceeds of the Beverage Container Recycling and Litter Reduction Fee in the  
8 State Treasury as special revenues and shall credit the proceeds to a special  
9 fund created on the books of the Treasurer of State, the Auditor of State,  
10 and the Chief Fiscal Officer of the State to be known as the "Beverage  
11 Container Recycling and Litter Reduction Grant Fund."

12 (b) In addition to all moneys appropriated by the General Assembly to  
13 the fund, there shall be deposited in the fund:

14 (1) Any federal government moneys designated to the fund;

15 (2) Any moneys received by the state as a gift or donation to  
16 the fund;

17 (3) Fines from violators; and

18 (4) All interest upon money deposited in the fund.

19 (c)(1) The fund shall be administered by the Arkansas Department of  
20 Environmental Quality.

21 (2) The department shall authorize grant expenditures from the  
22 fund according to the provisions of this subchapter.

23 (d) The collection of fees under this section shall be subject to the  
24 Arkansas Tax Procedure Act.

25  
26 8-9-610. Fee collection.

27 (a) The fee on beverage containers that contain beer, ale, or other  
28 malt beverages shall be reported and paid in the manner prescribed by § 3-7-  
29 401.

30 (b) The fee on beverage containers that contain wine coolers or  
31 distilled spirits coolers shall be reported and paid in the manner prescribed  
32 by §§ 3-7-701 and 3-7-702.

33 (c) The fee on beverage containers that contain coffee or tea drinks,  
34 soft drinks, nonalcoholic carbonated drinks in liquid form intended for human  
35 consumption, bottled water, sport drinks, one hundred percent (100%) fruit  
36 juices, and other juice drinks to which carbonation has been added shall be

1 reported and paid in the manner prescribed by the Arkansas Soft Drink Tax  
2 Act.

3 (d) The Director of the Department of Finance and Administration shall  
4 prescribe the content of the fee reporting form.

5  
6 8-9-611. Distribution of funds.

7 (a)(1) By the twentieth (20th) day of each month, the county judge of  
8 each county shall submit a report from each redemption center in the county  
9 to the Arkansas Department of Environmental Quality.

10 (2) The department may develop a form for this report.

11 (3) Upon receiving the monthly report, the Arkansas Department  
12 of Environmental Quality shall distribute funds from the Beverage Container  
13 Recycling and Litter Reduction Fund as follows:

14 (A) To each county general fund as an administrative fee,  
15 forty-five hundredths of a cent (0.45¢) per beverage container for each  
16 container returned in the county;

17 (B) To each redemption center as reimbursement for return  
18 value payments to the person returning the containers, three cents (3¢) per  
19 beverage container returned at the redemption center; and

20 (C) To each redemption center as reimbursement for other  
21 expenses in handling containers, one and two-tenths of a cent (1.2¢) per  
22 beverage container returned at the redemption center.

23 (b) Of the total fee for each beverage container, fifteen hundredths  
24 of a cent (0.15¢) per returned beverage container shall be transferred to the  
25 Department of Finance and Administration for collection of the fees and two-  
26 tenths of a cent (0.2¢) per returned beverage container shall be retained by  
27 the Arkansas Department of Environmental Quality.

28 (c) After the end of each fiscal year, any unallocated and unclaimed  
29 fund balances in the Beverage Container Recycling and Litter Reduction Grant  
30 Fund shall be reallocated annually as follows:

31 (1) There shall be transferred to the Keep Arkansas Beautiful  
32 Fund Account to be used by the Keep Arkansas Beautiful Commission an amount  
33 equal to the greater of one hundred thousand dollars (\$100,000) or ten  
34 percent (10%) of unallocated and unclaimed funds, but the amount shall not  
35 exceed two hundred thousand dollars (\$200,000); and

36 (2) The remainder shall be used as follows:

HB

1                   (A) For cleanup of illegal dumps, an amount equal to sixty  
2 five percent (65%) of the remaining available funds or two million dollars  
3 (\$2,000,000), whichever is less; and

4                   (B) For operation, recycling, environmental education, and  
5 to assist in any other responsibilities of the department, no less than  
6 thirty five percent (35%) of the remaining available funds.

7  
8           8-9-612. Violations.

9           (a) Any person found to be in violation of this subchapter shall be  
10 subject to a civil penalty of not more than one thousand dollars (\$1,000) for  
11 an initial offense and not more than five thousand dollars (\$5,000) for a  
12 second or each subsequent offense.

13           (b) Any distributor, manufacturer, or dealer who fails to pay to the  
14 Department of Finance and Administration an amount that is less than the  
15 dollar amount required by this subchapter shall be subject to a civil penalty  
16 of not more than five thousand dollars (\$5,000) for an initial offense and  
17 not more than ten thousand dollars (\$10,000) for a second or each subsequent  
18 offense.

19           (c) All civil penalties collected under this section shall be  
20 deposited in the Beverage Container Recycling and Litter Reduction Grant  
21 Fund.

22  
23           8-9-613. Rules and regulations.

24           (a) The Arkansas Department of Environmental Quality may promulgate  
25 rules and regulations and may charge fees as necessary for the implementation  
26 of this subchapter.

27           (b) Any fees shall be set by regulation.

28  
29           SECTION 2. The act shall be effective January 1, 2004.  
30  
31  
32  
33  
34  
35  
36





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

A RESOLUTION TO WAIVE THE BUILDING PERMIT  
FEE AND OTHER DEVELOPMENTAL FEES FOR HOMES  
TO BE CONSTRUCTED BY COMMUNITY DEVELOPMENT  
BLOCK GRANTS

**WHEREAS**, the Community Development Block Grant program is a federal program dedicated to assisting lower income people to own their own affordable homes; and

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

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

Section 1. That the City Council of the City of Fayetteville, Arkansas finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Community Development Block Grants used for home construction projects serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Community Development Block Grant home construction projects located in Fayetteville, Arkansas during the year 2003.

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

**DRAFT**  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Brenda Thiel

Alderman

Name

Division

Department

**ACTION REQUIRED** A Resolution to Waive the Building Permit Fee and Other Developmental Fees For Homes to be Constructed By Community Development Block Grants

**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

1-7-03

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

**STAFF RECOMMENDATION:**

**CROSS REFERENCE**

Division Head

Date

New Item:

**Yes**

No

Department Director

Date

Previous Ordinance/Resolution No.: \_\_\_\_\_

Administrative Services Director

Date

Mayor

Date



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

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

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

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

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

Section 1. That the City Council of the City of Fayetteville, Arkansas finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction project serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction projects located in Fayetteville, Arkansas during the year 2003.

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

**DRAFT**  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk



STAFF REVIEW FORM

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL

FROM:

Brenda Thiel

Alderman

Name

Division

Department

ACTION REQUIRED A Resolution To Waive The Building Permit Fee And Other Developmental Fees For Homes To Be Constructed By Habitat For Humanity

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.:

Administrative Services Director

Date

Mayor

Date

## STAFF REVIEW FORM

PUBLIC ACCESS  
C. 3. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council meeting of January 7, 2003

## FROM:

Marvin Hilton  
Name

Cable Administration  
Division

Urban Development  
Department

## ACTION REQUIRED:

Passage of a resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.

## COST TO CITY:

|                          |                         |                        |
|--------------------------|-------------------------|------------------------|
| <u>\$5,750.00</u>        | <u>69000</u>            | Public Access Contract |
| Cost of this Request     | Category/Project Budget | Category/Project Name  |
| <u>1010-0600-5713-00</u> | <u>5150</u>             | Cable Administration   |
| Account Number           | Funds Used To Date      | Program Name           |
|                          | <u>63250</u>            | General                |
| Project Number           | Remaining Balance       | Fund                   |

## BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]  
Budget Manager

Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

## GRANTING AGENCY:

[Signature]  
Accounting Manager

1/2/03  
Date

[Signature]  
Internal Auditor

1/2/03  
Date

[Signature]  
City Attorney

1/2/03  
Date ADA Coordinator

Date

[Signature]  
Purchasing Officer

1/6/03  
Date Grant Coordinator

Date

## STAFF RECOMMENDATION:

Marvin Hilton 12-23-02  
Division Head Date

[Signature] 1-2-03  
Department Director Date

[Signature] 1-2-03  
Administrative Services Director Date

[Signature] 1/2/03  
Mayor Date

## Cross Reference

New Item: **Yes No**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

Description

Meeting Date

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

**TO:** Mayor Coody and City Council Members

**CC:** Hugh Earnest, Urban Development Director  
Telecommunications Board Members  
George Weiss, CAT Board President

**FROM:** Marvin Hilton, Cable Administrator on behalf of Susan Cromwell,  
Telecommunications Board Chairman

*PH 12-23-02*

**SUBJECT:** Public Access Television Contract

**DATE:** December 23, 2002

On behalf of the Telecommunications Board, I am requesting a one-month extension to the current CAT contract which is due to expire January 31, 2003. In order to complete contract negotiations and be ready for the February 18<sup>th</sup> meeting, the draft must be completed by January 31 and we need time to work together to complete the most comprehensive contract possible.

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 January, 2003, 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 February 1, 2003 and shall continue until the 28<sup>th</sup> day of February, 2003.

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 \$83.33 cash and up to \$83.33 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 Telecommunications 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 \$5,750 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 February 15th, 2003.

**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 hereunder 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.

COMMUNITY ACCESS TELEVISION

By: -

\_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_  
Dan Coody, Mayor

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Heather Woodruff, City Clerk







Description New World Systems Annual Maintenance Meeting Date January 21, 2003

Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

Reference Comments:

THE CITY OF FAYETTEVILLE, ARKANSAS

---

October 2, 2000

TO: Mayor Coody

THRU: Steve Davis, Administrative Services Director

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 a three year Standard Software Maintenance Agreement (SSMA) contract with New World Systems, 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 this SSMA contract, and annual cost amounts..



**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (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) 01/01/03 to (end date) 12/31/2005.

**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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043**

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:

| <u>Application Package</u>                                   | <u>Number of Modules</u> |
|--------------------------------------------------------------|--------------------------|
| 1. Aegis® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. Aegis® - Additional CAD Software                          | 1                        |
| 3. Aegis® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. Aegis® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. Aegis® - Additional Law Enforcement Records Software      | 7                        |
| 6. Aegis® - Fire Records Base Software                       | 9                        |
| 7. Aegis® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. Aegis® - Public Safety Management Software                | 2                        |
| 9. Aegis® - Business Office Software                         | 1                        |
| 10. Aegis® - Photo Imaging Software                          | 2                        |
| 11. Aegis® - Additional Public Safety Software               | 4                        |
| 12. Mobile® - Mobile Software on the RS/6000                 | 2                        |
| 13. Mobile® - Mobile Laptop Software                         | 4                        |
| 14. Mobile® - Mobile Software on the iSeries 400             | 2                        |

**TOTAL LIST COST: \$389,000**

**MAINTENANCE COST: See Below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$50,714             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$54,254             | 1/1/05              |

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 THIRTY (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 Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

ACCEPTED BY:

Customer: Fayetteville P.D., ArkansasNew World Systems Corporation

Name: \_\_\_\_\_

Name: Samuel D. Newberry

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**

FAYETTEVILLE P.D., ARKANSAS

---

Licensed Application Software  
January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. **Aegis® - Law Enforcement Records Federal/State Compliance**
4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**



5. *Aegis*® - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. *Aegis*® - Fire Records Federal/State Compliance
7. *Aegis*® - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. *Aegis*® - Business Office Software
  - Cash Register Interface
9. *Aegis*® - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. *Aegis*® - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface – Server
  - Graphical User Interface – Client
11. *Mobile*® - Mobile Software on the RS/6000
  - Base Message Switch to NCIC
  - New World CAD Interface
12. *Mobile*® - Mobile Laptop Software
  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. *Mobile*® - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**

NEW WORLD  
C.4. Page 9

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (Customer) sets forth the standard software maintenance support services provided by New World.

**1. Service Period**

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**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
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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.

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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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043**

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:

| <u>Application Package</u>                                           | <u>Number of Modules</u> |
|----------------------------------------------------------------------|--------------------------|
| 1. <i>Aegis</i> ® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. <i>Aegis</i> ® - Additional CAD Software                          | 1                        |
| 3. <i>Aegis</i> ® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. <i>Aegis</i> ® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. <i>Aegis</i> ® - Additional Law Enforcement Records Software      | 7                        |
| 6. <i>Aegis</i> ® - Fire Records Base Software                       | 9                        |
| 7. <i>Aegis</i> ® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. <i>Aegis</i> ® - Public Safety Management Software                | 2                        |
| 9. <i>Aegis</i> ® - Business Office Software                         | 1                        |
| 10. <i>Aegis</i> ® - Photo Imaging Software                          | 2                        |
| 11. <i>Aegis</i> ® - Additional Public Safety Software               | 4                        |
| 12. <i>Mobile</i> ® - Mobile Software on the RS/6000                 | 2                        |
| 13. <i>Mobile</i> ® - Mobile Laptop Software                         | 4                        |
| 14. <i>Mobile</i> ® - Mobile Software on the iSeries 400             | 2                        |

**TOTAL LIST COST: \$389,000**

**MAINTENANCE COST: See Below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
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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.

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**CONFIDENTIAL**



8. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by  
Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

Customer: Fayetteville P.D., Arkansas

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems Corporation

Name: *Sam D. Lemmon*

Title: *President*

Date: *10-16-92*

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**



Licensed Application Software  
January, 2003

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  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. *Aegis*® - Law Enforcement Records Software Base Package
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. *Aegis*® - Law Enforcement Records Federal/State Compliance
4. *Aegis*® - Additional Law Enforcement Records Software
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**

5. **Aegis®** - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis®** - Fire Records Federal/State Compliance
7. **Aegis®** - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. **Aegis®** - Business Office Software
  - Cash Register Interface
9. **Aegis®** - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. **Aegis®** - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
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  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile®** - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**

**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.

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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:

| <u>Application Package</u>                                 | <u>Number of Modules</u> |
|------------------------------------------------------------|--------------------------|
| 1. Logos® - Financial Management Software (Base Package)   | 7                        |
| 2. Logos® - Additional Financial Management Software       | 6                        |
| 3. Logos® - Human Resources Software                       | 1                        |
| 4. Logos® - Additional Human Resources Software            | 1                        |
| 5. Logos® - Utility Management Information System Software | 2                        |
| 6. Logos® - Public Works Software                          | 2                        |
| 7. Logos® - Additional Logos Software                      | 4                        |
| 8. Application Source Code                                 |                          |

**TOTAL LIST COST: \$373,000**

**ANNUAL  
MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$52,220             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$55,950             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$59,680             | 1/1/05              |

**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**

**ACCEPTED BY:**

**ACCEPTED BY:**

Customer: City of Fayetteville, AR

New World Systems Corporation

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**

Licensed Application Software  
January, 2003

1. *Logos*<sup>®</sup> - Financial Management Software (Base Package)
  - General Ledger Module
  - Budgetary Accounting Module
  - Annual Budget Processing Module
  - Accounts Payable Module
  - Purchasing Control Module
  - Requisition Processing Module
  - Revenue Accounting Module
2. *Logos*<sup>®</sup> - Additional Financial Management Software
  - Project/Grant Accounting Module
  - Accounts Receivable Module
  - Fixed Assets Module
  - Integrated Inventory Module
  - Cash Register Interface Module
  - Management Reporting
3. *Logos*<sup>®</sup> - Human Resources Software
  - Payroll with Base Personnel Module
4. *Logos*<sup>®</sup> - Additional Human Resources Software
  - Advanced Personnel Module
5. *Logos*<sup>®</sup> - Utility Management Information System Software
  - Water/Sewer Module
  - Automatic PC Meter Read Module
6. *Logos*<sup>®</sup> - Public Works Software
  - Equipment Maintenance Module
  - Work Order Processing Module
7. *Logos*<sup>®</sup> - Other Logos Software
  - Parking Tickets Module
  - Animal Licensing Module
  - Utility Information Module
  - AS/400 iSeries Module

**CONFIDENTIAL**



## FAYETTEVILLE P.D., ARKANSAS

Licensed Application Software  
January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
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  - Incident Tracking
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  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
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4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
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  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**



5. **Aegis®** - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis®** - Fire Records Federal/State Compliance
7. **Aegis®** - Public Safety Interface Software
  - AS/400 State/NCIC Interface
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  - Data Analysis and Mapping
  - Graphical User Interface – Server
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  - Base Message Switch to NCIC
  - New World CAD Interface
12. **Mobile®** - Mobile Laptop Software
  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile®** - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (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) 01/01/03 to (end date) 12/31/2005.

**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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043

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:

| <u>Application Package</u>                                           | <u>Number of Modules</u> |
|----------------------------------------------------------------------|--------------------------|
| 1. <i>Aegis</i> ® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. <i>Aegis</i> ® - Additional CAD Software                          | 1                        |
| 3. <i>Aegis</i> ® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. <i>Aegis</i> ® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. <i>Aegis</i> ® - Additional Law Enforcement Records Software      | 7                        |
| 6. <i>Aegis</i> ® - Fire Records Base Software                       | 9                        |
| 7. <i>Aegis</i> ® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. <i>Aegis</i> ® - Public Safety Management Software                | 2                        |
| 9. <i>Aegis</i> ® - Business Office Software                         | 1                        |
| 10. <i>Aegis</i> ® - Photo Imaging Software                          | 2                        |
| 11. <i>Aegis</i> ® - Additional Public Safety Software               | 4                        |
| 12. <i>Mobile</i> ® - Mobile Software on the RS/6000                 | 2                        |
| 13. <i>Mobile</i> ® - Mobile Laptop Software                         | 4                        |
| 14. <i>Mobile</i> ® - Mobile Software on the iSeries 400             | 2                        |

TOTAL LIST COST: \$389,000

MAINTENANCE COST: See Below

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$50,714             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$54,254             | 1/1/05              |

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 THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

**CONFIDENTIAL**



d. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

Customer: Fayetteville P.D., Arkansas

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems CorporationName: Sam D. LewellenTitle: PresidentDate: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**

Licensed Application Software  
January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. **Aegis® - Law Enforcement Records Federal/State Compliance**
4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**

5. *Aegis* - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. *Aegis*<sup>®</sup> - Fire Records Federal/State Compliance
7. *Aegis*<sup>®</sup> - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. *Aegis*<sup>®</sup> - Business Office Software
  - Cash Register Interface
9. *Aegis*<sup>®</sup> - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. *Aegis*<sup>®</sup> - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface - Server
  - Graphical User Interface - Client
11. *Mobile*<sup>®</sup> - Mobile Software on the RS/6000
  - Base Message Switch to NCIC
  - New World CAD Interface
12. *Mobile*<sup>®</sup> - Mobile Laptop Software
  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. *Mobile*<sup>®</sup> - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**





**New World Systems™**  
*The Public Sector Software Company*

October 15, 2002

Judy Cohea  
Financial Analysis  
City of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

## **NOTICE OF EXPIRATION OF ANNUAL MAINTENANCE EFFECTIVE 01/30/03**

We are pleased to send you the renewal of your Standard Software Maintenance Agreement (SSMA). The enclosed SSMA will continue coverage for three (3) additional years after the expiration date.

New World Systems® maintains a very active software 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 our periodic updates and new releases will keep your licensed software state-of-the-art. Additional services also provided by your New World SSMA include: 1-800 Phone Support, Documentation Updates, Software Modifications and participation in our User Group Meetings.

To continue the many benefits of maintenance coverage, **PLEASE SIGN AND RETURN BOTH COPIES OF THE SSMA TO MY ATTENTION.** A countersigned original will be promptly returned to you. Thank you for your continued support. If you should have any questions, please feel free to call me at any time.

Sincerely,

Dawn Hoover  
Account Services  
New World Systems

Enclosures



**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 Courts (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) 01/01/03 to (end date) 12/31/05.

**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.

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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:

| <u>Application Package</u>                                        | <u>Number of Modules</u> |
|-------------------------------------------------------------------|--------------------------|
| 1. <i>Themis</i> ® - Municipal Court Management Software          | 8                        |
| 2. <i>Themis</i> ® - Optional Municipal Court Management Software | 3                        |

**TOTAL LIST COST: \$82,000**      **ANNUAL MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/01/03 to 12/31/03   | \$12,300             | 01/01/03            |
| 1/01/04 to 12/31/04   | \$13,120             | 01/01/04            |
| 1/01/05 to 12/31/05   | \$13,940             | 01/01/05            |

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**

Condition

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by  
City of Fayetteville, AR Court (Customer) on July 8, 1991

## ACCEPTED BY:

Customer: City of Fayetteville Court, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCEPTED BY:

New World Systems CorporationName: Larry D. NewberryTitle: PresidentDate: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**



**CITY OF FAYETTEVILLE, AR COURT**

---

Licensed Application Software  
January, 2003

1. *Themis*<sup>®</sup> - Court Management Base Software (Multi-Jurisdictional)
  - Case Management and Tracking Module
  - Court Scheduling Module
  - Disbursement Administration Module
  - Court Revenue Processing Module
  - Wants/Warrants Tracking Module
  - Public Information Management Module
  - Interface to *Aegis* / 400 LE RMS Module
  - Bond Disbursement and Tracking Module
2. *Themis*<sup>®</sup> - Additional Court Management Software
  - Traffic Court Module
  - Criminal Court Module
  - Civil Court Module

**CONFIDENTIAL**

**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 Courts (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) 01/01/03 to (end date) 12/31/05.

**2. Services Included**

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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.

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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.

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**CONFIDENTIAL**



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**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:

| <u>Application Package</u> | <u>Number of Modules</u> |
|----------------------------|--------------------------|
|----------------------------|--------------------------|

- |                                                                   |   |
|-------------------------------------------------------------------|---|
| 1. <i>Themis</i> ® - Municipal Court Management Software          | 8 |
| 2. <i>Themis</i> ® - Optional Municipal Court Management Software | 3 |

**TOTAL LIST COST: \$82,000**

**ANNUAL  
MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/01/03 to 12/31/03   | \$12,300             | 01/01/03            |
| 1/01/04 to 12/31/04   | \$13,120             | 01/01/04            |
| 1/01/05 to 12/31/05   | \$13,940             | 01/01/05            |

**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**

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by  
City of Fayetteville, AR Court (Customer) on July 8, 1991

ACCEPTED BY:

Customer: City of Fayetteville Court, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems CorporationName: Larry D. HewittTitle: PresidentDate: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**



## CITY OF FAYETTEVILLE, AR COURT

---

Licensed Application Software  
January, 2003

1. *Themis*<sup>®</sup> - Court Management Base Software (Multi-Jurisdictional)
  - Case Management and Tracking Module
  - Court Scheduling Module
  - Disbursement Administration Module
  - Court Revenue Processing Module
  - Wants/Warrants Tracking Module
  - Public Information Management Module
  - Interface to *Aegis* / 400 LE RMS Module
  - Bond Disbursement and Tracking Module
2. *Themis*<sup>®</sup> - Additional Court Management Software
  - Traffic Court Module
  - Criminal Court Module
  - Civil Court Module

**CONFIDENTIAL**

## STAFF REVIEW FORM

HANSEN  
C.5. Page 1

X AGENDA REQUEST  
 \_\_\_\_\_ CONTRACT REVIEW  
 \_\_\_\_\_ GRANT REVIEW

For the Fayetteville City Council Meeting of: January 21, 2003

## FROM:

Scott Huddleston Information Technology Administrative Services  
 Name Division Department

ACTION REQUIRED: Approve Purchase Request to Hansen Information Technologies for 2003 Service and Maintenance Fees.

## COST TO CITY:

|                          |                         |                                 |
|--------------------------|-------------------------|---------------------------------|
| <u>\$44,190.00</u>       | <u>\$ 149,850.00</u>    | <u>Maintenance</u>              |
| Cost of this request     | Category/Project Budget | Program Category / Project Name |
| <u>1010-1710-5416 00</u> | <u>\$ 0.00</u>          | <u>Maintenance</u>              |
| Account Number           | Funds Used to Date      | Program / Project Category Name |
| <u>Project Number</u>    | <u>\$ 149,850.00</u>    | <u>General</u>                  |
|                          | Remaining Balance       | Fund Name                       |

BUDGET REVIEW: X Budgeted Item \_\_\_\_\_ Budget Adjustment Attached

[Signature] 1-8-03  
 Budget Manager Date Administrative Services Director Date

## CONTRACT/GRANT/LEASE REVIEW:

[Signature] 1/8/03 [Signature] 1/8/03  
 Accounting Manager Date Internal Auditor Date

[Signature] 1/8/03  
 City Attorney Date

\_\_\_\_\_ \_\_\_\_\_  
 Purchasing Manager Date Grant Coordinator Date

STAFF RECOMMENDATION: Approve Purchase Request.

[Signature] 1/7/03  
 Division Head Date

\_\_\_\_\_ \_\_\_\_\_  
 Department Director Date

\_\_\_\_\_ \_\_\_\_\_  
 Administrative Services Director Date

\_\_\_\_\_ \_\_\_\_\_  
 Mayor Date

## Cross Reference

New Item: Yes No

Previous Ord/Res#: \_\_\_\_\_

Orig. Contract Date \_\_\_\_\_

Orig. Contract Number \_\_\_\_\_

Description \_\_\_\_\_ Meeting Date \_\_\_\_\_

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator



THE CITY OF FAYETTEVILLE, ARKANSAS

---

October 2, 2000

TO: Mayor Coody

THRU: Steve Davis, Administrative Services Director

FROM: Scott Huddleston, Information Technology Manager *SH*

SUBJECT: AGENDA ITEM TO APPROVE PURCHASE REQUEST TO HANSEN INFORMATION TECHNOLOGIES FOR 2003 SERVICE AND MAINTENANCE FEES.

---

Staff recommends approval of purchase request to Hansen Information Technologies for 2003 Service and Maintenance Fees.

January 15, 2002, City Council approved a resolution (7-02) contracting with Hansen Information Technologies for purchase of software, professional services for installation and training, and a service and maintenance agreement. The service and maintenance agreement contained an automatic renewal after the initial period. All software modules have been installed and are running live, and the initial maintenance period has expired. The service and maintenance agreement provides all software updates to the Hansen software and 1-800 technical phone support.



|          |            |
|----------|------------|
| Invoice: | SMAR100218 |
| Date:    | 10/31/2002 |
| Page:    | 1          |

FAYETTEVILLE, CITY OF  
SCOTT HUDDLESTON  
113 WEST MOUNTAIN STREET  
FAYETTEVILLE AR 72701

| Invoice Type                                                                                                |                                                                                                                                                                                             | Purchase Order/Contract No. |        | Payment Terms |             |  |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------|---------------|-------------|--|
| SMAR                                                                                                        |                                                                                                                                                                                             |                             |        | Net 00        |             |  |
| Item                                                                                                        | Unit Price                                                                                                                                                                                  | Qty Ordered                 | Amount |               |             |  |
| SMA-CS                                                                                                      | Service and Maintenance Fees                                                                                                                                                                |                             |        |               |             |  |
|                                                                                                             | \$44,190.00                                                                                                                                                                                 | 1.00                        |        |               |             |  |
|                                                                                                             | V7.x Building, Complex, Customer Service, ArcView, Land Management, Parks, Plant, Sewer, Storm, Street, Water, Pavement, Dynamic Portal, Adv. Asset Insp., Visual Res. Mgr., and Tab Editor |                             |        |               |             |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        |               |             |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        |               |             |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        |               |             |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        |               |             |  |
| Due on or before 1/1/2003 for<br>Coverage Term: 1/1/2003 - 12/31/2003<br>Questions: Diane Eames @ Ext. 3002 |                                                                                                                                                                                             |                             |        | Subtotal      | \$44,190.00 |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        | Tax           | \$0.00      |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        |               |             |  |
|                                                                                                             |                                                                                                                                                                                             |                             |        | Total         | \$44,190.00 |  |









## STAFF REVIEW FORM

CITY ORGAN. CHART  
C.6. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Dan Coody

Name

Mayor

Division

Administration

Department

ACTION REQUIRED An Ordinance Amending \$33.001 City Organizational Chart

## COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW: \_\_\_\_\_ Budgeted Item \_\_\_\_\_ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: \_\_\_\_\_

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

## STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

## CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING §33.001  
CITY ORGANIZATIONAL CHART

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §33.001 City Organizational Chart by replacing the current chart with the chart attached to this ordinance as Exhibit "A".

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_  
DAN CODY, Mayor

ATTEST:

By: \_\_\_\_\_  
Heather Woodruff, City Clerk

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: 479-575-8264

## PLANNING DIVISION CORRESPONDENCE

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TO: Mayor Dan Coody  
Fayetteville City Council

FROM: Tim Conklin, City Planner, AICP

DATE: January 17, 2003

SUBJECT: Request to Table indefinitely RZN02-40 Slone Rezoning

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The applicant has asked to table this request to rezone the subject property indefinitely. Upon notification by the applicant, staff will forward this item to City Council at a later date.

Staff will continue to work on studying the housing needs and rezoning activity for the City and will be providing additional information over the next several months.



## 4 HOUSING

**Updated Jan. 2003**

**\* \* Draft \* \***

### Key Findings

- The vacancy rate decreased from 10.3 in 1990 to 6.6 in 2000.
- In 2000, renter-occupied units outnumber owner-occupied units by 3,704 units.
- In 2000, persons per occupied unit was 2.21, one of the lowest in the region.
- Between 1990 and 2002, the number of duplex and multifamily units increased at a greater rate than single family units, with 68.4 percent and 46.1 percent, respectively.
- The most building permit activity in the 1990's occurred between 1993 and 1995 with 3,489 permits.
- Between 1990 and 2002, 44.75 percent of all residential building permits were single family units, 11.73 percent were duplex, and 43.52 percent multifamily.
- Approximately one-fourth of all dwelling units were built between 1990 and 2000.
- Fifty percent of all housing is more than 20 years old.

### 4.1 Housing Occupancy And Tenure

City of Fayetteville Planning Division, September 2001

**OCCUPANCY.** As in 1990, the number of renter-occupied housing units continues to be higher than owner-occupied housing units, reflective of the large student population. According to the 2000 Census, the total number of occupied housing units increased by almost 41 percent, adding 6,904 units. Approximately 60 percent of the increase in total occupied units is due to the increase in renter-occupied units, totaling 13,751 in 2000.

**VACANCY.** Part of the increase in occupied housing units is due to the occupancy of previously vacant units. As shown in Table 4.1, the vacancy rate decreased from 10.3 percent in 1990 to 6.6 percent in 2000. A total of 1,669 units are vacant as of the 2000 Census. Fayetteville's vacancy rate is significantly lower than the state, with a vacancy rate of 11.1, and the nation, with a vacancy rate of 9.0. Decreasing vacancy rates have the potential of driving up rental rates and home purchase prices.

| <b>TABLE 4.1</b><br><b>HOUSING OCCUPANCY AND TENURE</b><br><b>Fayetteville (1990 &amp; 2000)</b> |               |        |                |                                |       |
|--------------------------------------------------------------------------------------------------|---------------|--------|----------------|--------------------------------|-------|
| Occupancy                                                                                        | Housing Units |        |                | Percent of Total Housing Units |       |
|                                                                                                  | 1990          | 2000   | Percent Change | 1990                           | 2000  |
| Total Occupied Housing Units                                                                     | 16,894        | 23,798 | 40.8           | 89.7                           | 93.4  |
| Owner-occupied                                                                                   | 7,337         | 10,047 | 36.9           | 38.9                           | 39.4  |
| Renter-occupied                                                                                  | 9,557         | 13,751 | 43.8           | 50.7                           | 53.9  |
| Total Vacant Housing Units                                                                       | 1,941         | 1,669  | -14.0          | 10.3                           | 6.6   |
| Total Housing Units                                                                              | 18,835        | 25,467 | 35.2           | 100.0                          | 100.0 |

Source: U.S. Census, STF-1A Census of Population and Housing: 1990, Table DP-1 Profile of General Demographic Characteristics: 2000

| <b>TABLE 4.2</b><br><b>PERSONS PER OCCUPIED HOUSING UNIT</b><br><b>Fayetteville, Bentonville, Lowell, Rogers, Springdale (2000)</b> |                       |                        |                  |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|------------------|
|                                                                                                                                     | Persons in Households | Occupied Housing Units | Persons per Unit |
| Fayetteville                                                                                                                        | 52,697                | 23,798                 | 2.21             |
| Bentonville                                                                                                                         | 19,332                | 7,458                  | 2.59             |
| Lowell                                                                                                                              | 5,013                 | 1,914                  | 2.62             |
| Rogers                                                                                                                              | 38,353                | 14,005                 | 2.74             |
| Springdale                                                                                                                          | 45,224                | 16,149                 | 2.81             |

Source: U.S. Census, Table DP-1 Profile of General Demographic Characteristics: 2000

**PERSONS PER UNIT.** Table 4.2 shows the number of persons per occupied housing unit is 2.21, a slight decrease from 2.25 in 1990. This figure is the lowest of other cities in the region. Bentonville and Lowell are relatively consistent, with approximately 2.6 persons per unit. Rogers and Springdale have significantly larger number of persons per unit with 2.74 and 2.81 respectively.

| <b>TABLE 4.3</b><br><b>RESIDENTIAL HOUSING TYPE</b><br><b>Fayetteville (1990, 2000-2002)</b> |             |         |        |        |                        |        |        |        |                          |
|----------------------------------------------------------------------------------------------|-------------|---------|--------|--------|------------------------|--------|--------|--------|--------------------------|
|                                                                                              | Total Units |         |        |        | Percent of Total Units |        |        |        | Percent Increase (90-02) |
|                                                                                              | 1990        | 2000    | 2001   | 2002   | 1990                   | 2000   | 2001   | 2002   |                          |
| Single family                                                                                | 9,754       | 13,731  | 14,006 | 14,254 | 54.5%                  | 52.4%  | 52.1%  | 51.0%  | 46.1%                    |
| Duplex and Multifamily                                                                       | 8,128       | 12,479  | 12,902 | 13,685 | 45.5%                  | 47.6%  | 47.9%  | 49.0%  | 68.4%                    |
| Total                                                                                        | 17,882      | 26,210* | 26,908 | 27,939 | 100.0%                 | 100.0% | 100.0% | 100.0% | 56.2%                    |

\*2000 Total Number of Units does not match the total number of units provided in the 2000 Census, as indicated on Table 4.1, due to the fact that the 2000 total includes all units up to the end of December 2000, while the 2000 Census was taken in the Spring of 2000. The total does not include mobile homes. Source: 1990 Census, 2010 General Plan and Northwest Arkansas Regional Planning Commission and 1990-2002 Building Permit Counts.

## 4.2 Residential Housing Type

City of Fayetteville Planning Division, January 2003

Table 4.3 provides information on residential housing by type. To calculate 2000, 2001, and 2002 number of units, annual building permit data between 1990 and 2002 (see Table 4.4) was added to data from the 1990 Census. Duplex and multifamily are not separated because in 1990 duplexes were included in the category "2 to 4 units", thus combining duplexes with multifamily counts. Mobile home data for 2000, 2001 and 2002 was not available.

The predominant type of housing is single family, comprising 51.0 percent of all units. In 2002, there were 14,254 single-family units, an increase of 46.1 percent from 1990. The number of duplexes and multifamily is slightly smaller than single-family units (13,685), however, those categories increased at a greater rate than single family, with a 68.4 percent increase.

**UNIVERSITY HOUSING.** The University of Arkansas provides on-campus and off-campus student housing facilities. On-campus facilities include twelve residence halls: two men's; two women's, seven coed and one graduate coed. In 2000, the residence halls housed 3,018 students and 256 students were living in on-campus apartments.



**TABLE 4.4**  
**RESIDENTIAL BUILDING PERMIT ACTIVITY**  
**Units and Cost**  
**Fayetteville (1990-2002)**

| Year              | Single Family |                    | Duplex       |                   | Multifamily  |                    | Total         |                    |
|-------------------|---------------|--------------------|--------------|-------------------|--------------|--------------------|---------------|--------------------|
|                   | Units         | Cost               | Units        | Cost              | Units        | Cost               | Units         | Cost               |
| 1990              | 253           | 20,093,396         | 16           | 825,872           | 91           | 2,254,749          | 360           | 23,174,017         |
| 1991              | 259           | 21,375,180         | 62           | 3,046,482         | 297          | 7,922,555          | 618           | 32,344,217         |
| 1992              | 358           | 30,499,480         | 74           | 3,508,216         | 257          | 8,712,418          | 689           | 42,720,114         |
| 1993              | 434           | 41,357,967         | 256          | 14,327,068        | 342          | 9,252,860          | 1,032         | 64,937,895         |
| 1994              | 439           | 34,452,482         | 246          | 14,757,404        | 754          | 24,845,740         | 1,439         | 74,055,626         |
| 1995              | 512           | 41,971,871         | 186          | 10,892,617        | 320          | 8,792,484          | 1,018         | 61,656,972         |
| 1996              | 492           | 45,382,968         | 80           | 5,287,643         | 154          | 5,607,122          | 726           | 56,277,733         |
| 1997              | 265           | 25,634,794         | 64           | 4,238,765         | 281          | 8,137,810          | 610           | 38,011,369         |
| 1998              | 281           | 29,488,802         | 30           | 1,851,670         | 40           | 1,668,774          | 351           | 33,009,246         |
| 1999              | 365           | 38,368,783         | 54           | 3,887,588         | 515          | 23,641,276         | 934           | 65,897,647         |
| 2000              | 319           | 40,814,865         | 44           | 3,092,432         | 188          | 8,772,251          | 551           | 52,679,548         |
| 2001              | 275           | 39,002,819         | 48           | 3,666,336         | 375          | 17,867,560         | 698           | 60,536,715         |
| 2002              | 248           | 39,962,201         | 20           | 1,440,752         | 763          | 32,536,985         | 1,031         | 73,939,938         |
| <b>Total</b>      | <b>4,500</b>  | <b>448,405,608</b> | <b>1,180</b> | <b>70,822,845</b> | <b>4,377</b> | <b>160,012,584</b> | <b>10,057</b> | <b>697,241,037</b> |
| <b>% of total</b> | <b>44.75</b>  | <b>66.02</b>       | <b>11.73</b> | <b>10.42</b>      | <b>43.52</b> | <b>23.56</b>       | <b>100.00</b> | <b>100.00</b>      |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.



| <b>TABLE 4.5</b><br><b>RESIDENTIAL BUILDING PERMIT ACTIVITY</b><br><b>Units and Percent of Total Units</b><br><b>Fayetteville (1990-2002)</b> |               |                      |        |                      |             |                      |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|--------|----------------------|-------------|----------------------|--------|
|                                                                                                                                               | Single Family |                      | Duplex |                      | Multifamily |                      | Total  |
| Year                                                                                                                                          | Units         | Percent of All Units | Units  | Percent of All Units | Units       | Percent of All Units | Units  |
| 1990                                                                                                                                          | 253           | 70.28                | 16     | 4.44                 | 91          | 25.28                | 360    |
| 1991                                                                                                                                          | 259           | 41.91                | 62     | 10.03                | 297         | 48.06                | 618    |
| 1992                                                                                                                                          | 358           | 51.96                | 74     | 10.74                | 257         | 37.30                | 689    |
| 1993                                                                                                                                          | 434           | 42.05                | 256    | 24.81                | 342         | 33.14                | 1,032  |
| 1994                                                                                                                                          | 439           | 30.51                | 246    | 17.10                | 754         | 52.40                | 1,439  |
| 1995                                                                                                                                          | 512           | 50.29                | 186    | 18.27                | 320         | 31.43                | 1,018  |
| 1996                                                                                                                                          | 492           | 67.77                | 80     | 11.02                | 154         | 21.21                | 726    |
| 1997                                                                                                                                          | 265           | 43.44                | 64     | 10.49                | 281         | 46.07                | 610    |
| 1998                                                                                                                                          | 281           | 80.06                | 30     | 8.55                 | 40          | 11.40                | 351    |
| 1999                                                                                                                                          | 365           | 39.08                | 54     | 5.78                 | 515         | 55.14                | 934    |
| 2000                                                                                                                                          | 319           | 57.89                | 44     | 7.99                 | 188         | 34.12                | 551    |
| 2001                                                                                                                                          | 275           | 39.40                | 48     | 6.88                 | 375         | 53.72                | 698    |
| 2002                                                                                                                                          | 248           | 24.05                | 20     | 1.94                 | 763         | 74.01                | 1,031  |
| Total                                                                                                                                         | 4,500         | 44.75                | 1,180  | 11.73                | 4,377       | 43.52                | 10,057 |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.

| <b>TABLE 4.6</b><br><b>BUILDING PERMIT FIVE-YEAR ANALYSIS</b><br><b>Fayetteville (1998-2002)</b> |               |                                   |        |                                   |             |                                   |       |                                   |
|--------------------------------------------------------------------------------------------------|---------------|-----------------------------------|--------|-----------------------------------|-------------|-----------------------------------|-------|-----------------------------------|
|                                                                                                  | Single Family |                                   | Duplex |                                   | Multifamily |                                   | Total |                                   |
|                                                                                                  | Units         | Percent Change from Previous Year | Units  | Percent Change from Previous Year | Units       | Percent Change from Previous Year | Units | Percent Change from Previous Year |
| 1998                                                                                             | 281           | --                                | 30     | --                                | 40          | --                                | 351   | --                                |
| 1999                                                                                             | 365           | 29.9%                             | 54     | 80.0%                             | 515         | 1,187.5%                          | 934   | 166.1%                            |
| 2000                                                                                             | 319           | -12.6%                            | 44     | -18.5%                            | 188         | -63.5%                            | 551   | -41.0%                            |
| 2001                                                                                             | 275           | -13.8%                            | 48     | 9.1%                              | 375         | 99.5%                             | 698   | 26.7%                             |
| 2002                                                                                             | 248           | -9.8%                             | 20     | -58.3%                            | 763         | 103.5%                            | 1,031 | 47.7%                             |

Source: City of Fayetteville, Building Safety Division Records, 1990-2002

Note: Single Family units include detached and attached units.

### 4.3 Residential Building Permit Activity

City of Fayetteville Planning Division, January 2003

As Table 4.4 and 4.5 shows, building permit activity between 1990 and 2002 has been volatile. The total number of units increased steadily between 1990 and 1994, increasing by 1,079 units. Significant increases in duplex and multifamily units contributed to the increase in building permit activity in 1993 and 1994. In 1995, the number of units decreased and continued the decline until 1999. That year the number of units increased by 583 units. By 2000, the numbers dropped again, down to 551, from 934 in 1999. The cost of units followed a similar trend, with the total costs topping out at \$74,055,626 in 1994.

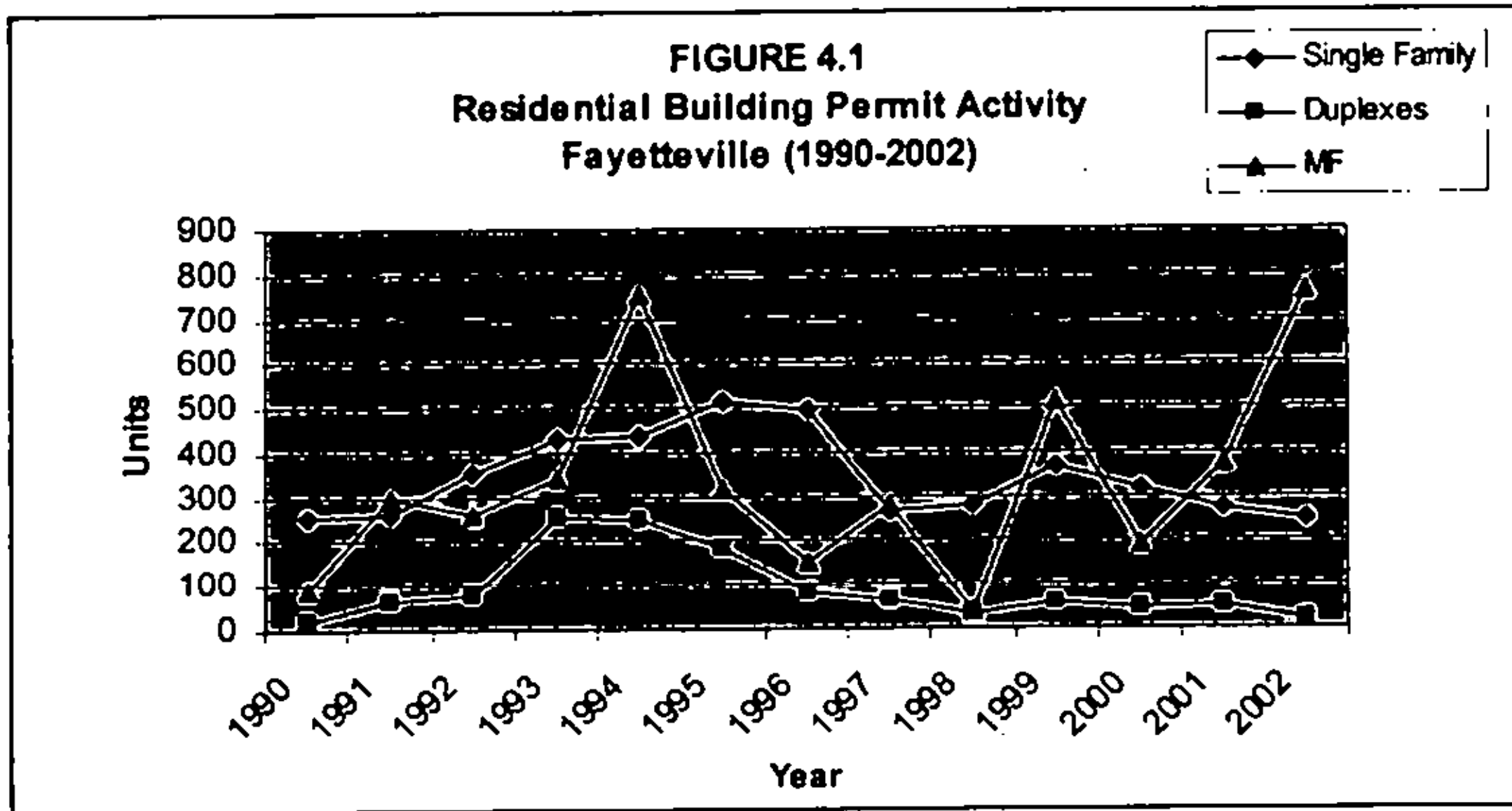
A total of 10,057 units were built in Fayetteville between 1990 and 2002. Approximately 44.75 percent of all units were single-family and 43.52 percent multifamily. Duplexes accounted for 11.73 percent of all units built. The value of all units during this time period was \$697,241,037. Single-family building permits exceeded multi-family permits in seven of the twelve years.

Table 4.6 provides a permit analysis for the past five years, showing the significant increases in multifamily permits. Single family building permits have *decreased* by at least nine percent each year since 2000. Multifamily building permits have *increased* by close to 100% each year since 2000. Single-family building permits exceeded multi-family permits in only two of the five years. In 2002, multifamily represented 74% of all residential building permits.

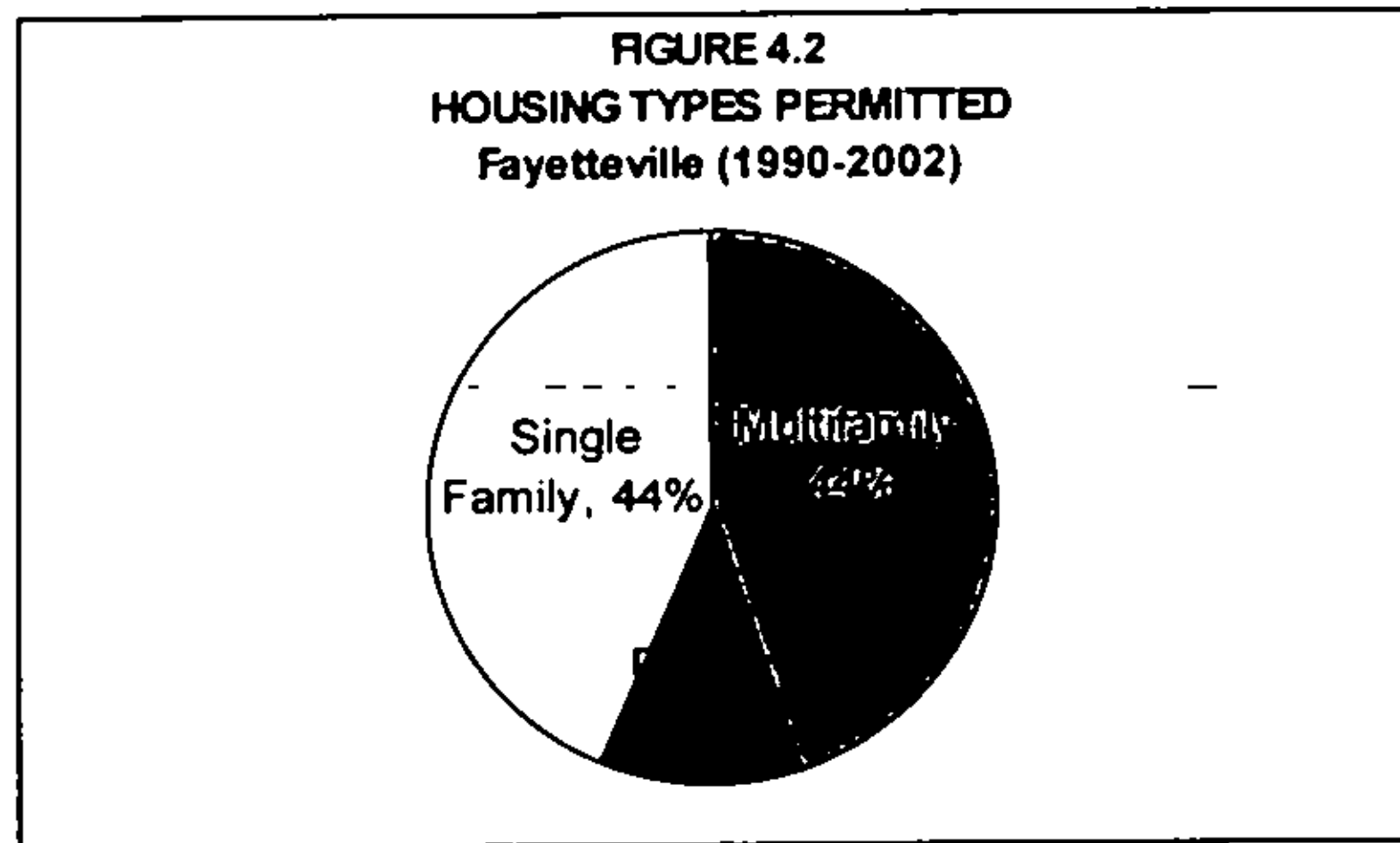
Table 4.7 shows an estimated population based on additional housing units permitted in 2001 and 2002. The estimated total population in 2001 is 59,488 and in 2002 is 61,614. These calculations are based on a 6.6 percent vacancy rate and 2.21 persons per occupied unit.

| TABLE 4.7<br>POPULATION ESTIMATES BASED ON BUILDING PERMITS<br>Fayetteville (2001 & 2002) |                     |                  |                             |                  |                          |                            |                             |
|-------------------------------------------------------------------------------------------|---------------------|------------------|-----------------------------|------------------|--------------------------|----------------------------|-----------------------------|
| Year                                                                                      | Housing Units Added | Occupied Units * | Persons per Occupied Unit * | Population Added | Previous Year Population | Estimated Total Population | % Change from Previous Year |
| 2001                                                                                      | 698                 | 652              | 2.21                        | 1,441            | 58,047                   | 59,488                     | 2.48%                       |
| 2002                                                                                      | 1,031               | 962              | 2.21                        | 2,126            | 59,488                   | 61,614                     | 3.57%                       |

\*Occupied units is calculated by multiplying all units, estimated from total building permits (see Table 4.3), by the vacancy rate of 6.6%, as indicated by the 2000 U.S. Census for the city of Fayetteville. Persons per occupied unit is derived from the 2000 Census for the City of Fayetteville.



Source: Table 4.4



Source: Table 4.4



**TABLE 4.8**  
**HOUSING - YEAR CONSTRUCTED**  
**Fayetteville**

| Time Period       | Units Built  | Percent of Total |
|-------------------|--------------|------------------|
| 1990 - March 2000 | 6,632        | 26.04            |
| 1980 - 1989       | 5,743        | 22.55            |
| 1970-1979         | 4,678        | 18.37            |
| 1960-1969         | 3,257        | 12.79            |
| 1950-1959         | 2,243        | 8.81             |
| 1940-1949         | 984          | 3.86             |
| 1939 or earlier   | 1,930        | 7.58             |
| <b>TOTAL</b>      | <b>25467</b> | <b>100.00</b>    |

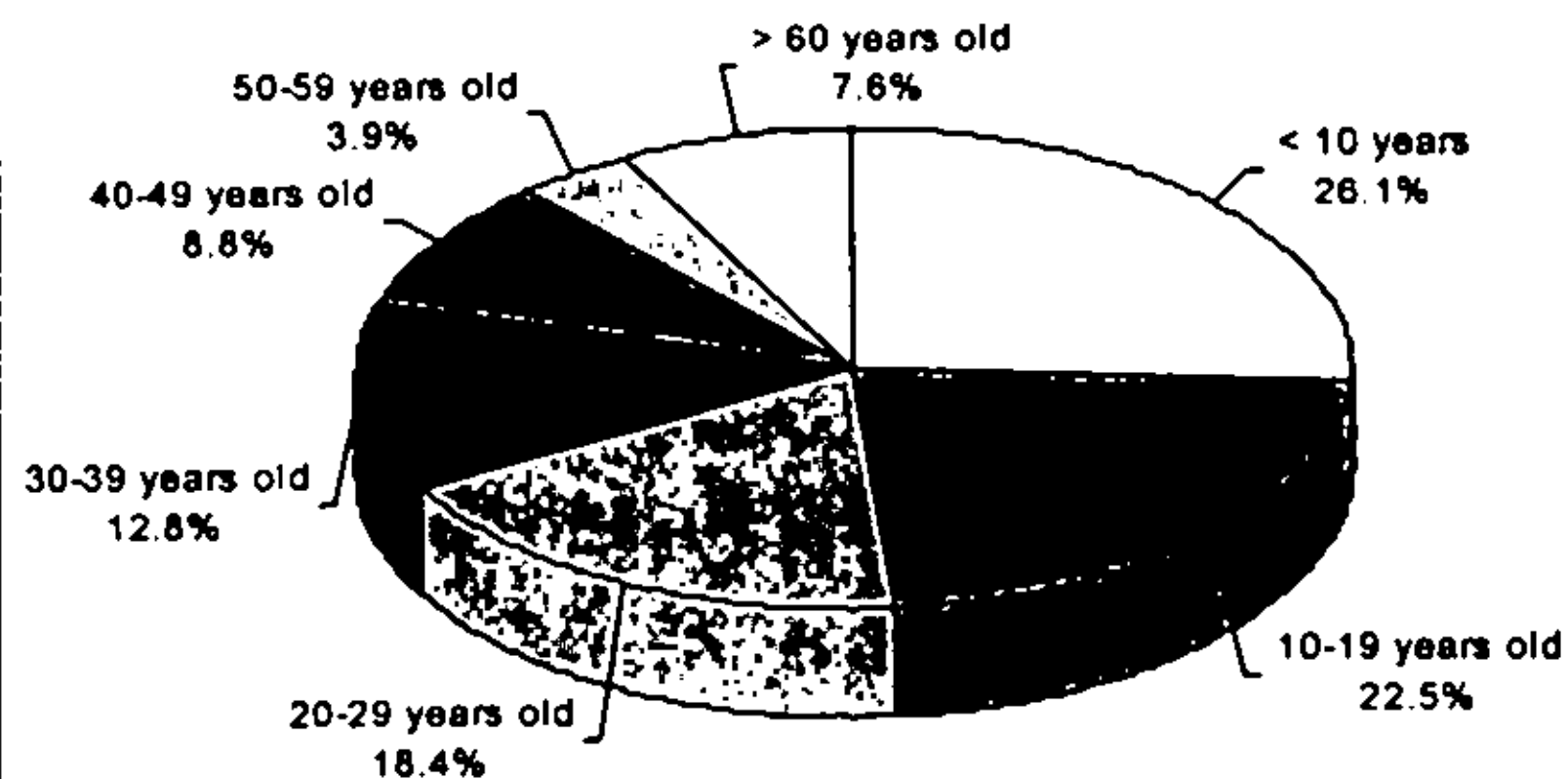
Source: 2020 General Plan, U.S. Census, STF-1 Census of Population and Housing: 1990, Table DP-1. Profile of General Demographic Characteristics: 2000

## 4.4 Age of Housing

City of Fayetteville Planning  
Division, September 2001

Almost 90 percent of existing housing was built during the last half of the twentieth century and more than one-fourth was built during the last decade. The largest number of houses were built between 1990 and 2000 with 6,632 units. More than 50 percent of housing is more than 20 years old. Approximately 2,900 units were built prior to 1950 indicating a number of units that could face deterioration without adequate maintenance.

**FIGURE 4.3**  
**AGE OF HOUSING**  
**Fayetteville (2000)**



| <b>TABLE 4.9</b><br><b>SINGLE FAMILY HOUSING COSTS</b><br><b>Fayetteville (2000)</b> |            |                     |                  |              |                |
|--------------------------------------------------------------------------------------|------------|---------------------|------------------|--------------|----------------|
| Cost Ranges<br>(in thousands)                                                        | Total      | Percent of<br>Total | Averages         |              |                |
|                                                                                      |            |                     | Cost             | Square Feet  | Cost/Sq. Ft.   |
| \$0-\$34.9                                                                           | 1          | 0.3                 | \$30,000         | 560          | \$53.57        |
| \$35-\$49.9                                                                          | 2          | 0.6                 | \$45,450         | 1,392        | \$32.56        |
| \$50-\$74.9                                                                          | 56         | 17.6                | \$67,300         | 1,303        | \$51.66        |
| \$75-\$99.9                                                                          | 72         | 22.6                | \$84,988         | 1,599        | \$53.15        |
| \$100-\$149.9                                                                        | 95         | 29.8                | \$122,281        | 2,192        | \$55.74        |
| \$150-\$199.9                                                                        | 46         | 14.4                | \$174,502        | 2,952        | \$59.12        |
| \$200-\$299.9                                                                        | 42         | 13.2                | \$224,551        | 3,277        | \$68.53        |
| \$300-\$399.9                                                                        | 2          | 0.6                 | \$330,665        | 4,207        | \$78.61        |
| \$400-\$499.9                                                                        | 1          | 0.3                 | \$400,900        | 5,648        | \$70.98        |
| \$500+                                                                               | 2          | 0.6                 | \$685,836        | 4,431        | \$154.78       |
| <b>TOTAL</b>                                                                         | <b>319</b> | <b>100</b>          | <b>\$130,150</b> | <b>2,182</b> | <b>\$59.66</b> |

Source: Northwest Arkansas Regional Planning Commission, 2000 Summary Issue.

Note: Single Family Housing Costs include only material and labor costs from building permits.

## 4.5 Single Family Housing Costs

City of Fayetteville Planning Division, October 2001

In the Northwest Arkansas Regional Planning Commission 2000 Summary Issue, cost comparisons for single family housing were provided. A total of 319 single family homes were permitted in 2000. Half of the single family units cost between \$75,000 and \$150,000. The average cost per single family unit was \$130,150 with 2,182 average square feet per unit. The average cost per square foot was \$59.66.

Single family affordable housing is considered units under \$35,000 for a family of four. The definition will be updated when new housing cost information is released from Census 2000. As Table 4.6 shows, one affordable unit was constructed in 2000.

| TABLE 4.10<br>GROSS RENT<br>Fayetteville (2000) |                 |                      |
|-------------------------------------------------|-----------------|----------------------|
| Rent                                            | Number of Units | Percent of All Units |
| Less than \$200                                 | 394             | 2.9                  |
| \$200 - \$299                                   | 484             | 3.5                  |
| \$300 - \$499                                   | 6,315           | 46.2                 |
| \$500 - \$749                                   | 4,323           | 31.6                 |
| \$750 - \$999                                   | 1,361           | 10.0                 |
| \$1,000 - \$1,499                               | 318             | 2.3                  |
| \$1,500 or more                                 | 55              | 0.4                  |
| Median Gross Rent                               | \$480           | —                    |

Source: Census 2000 Summary File 3, DP-4. Profile of Selected Housing Characteristics

## 4.6 Gross Rent

Alfred N. Raby, AICP, General Plan 2010; City of Fayetteville Planning Division, January 2003

In 1990, median rent in Fayetteville was \$351 compared to \$352 for all of Washington County and \$274 for the entire State. The City's median rent doubled from the \$178 recorded in 1980.

In 1990, 5,162, or 54.4 percent, of the total 9,493 renter-occupied units in Fayetteville had rents in the \$300-499 range. Approximately two-thirds of the County's more expensive rental units \$500 and over were located in the City.

In 2000, the median rent in Fayetteville was \$480. This is an increase of \$129 (37%) since 1990. The \$300 - \$499 range is still the most common range, with 46.2 percent of all rental units. The \$500 - \$745 range also represents a significant number of the total rental units, with approximately 32 percent. The median rent in Washington county was \$490, slightly higher than the city.

## 4.7 Affordable Housing

City of Fayetteville Planning Division, 1995

**PURPOSE.** Most of Fayetteville's earlier affordable housing was attractive to starter families with modest but potentially growing incomes. Today, the need for affordable housing is also applicable to individuals and families on fixed incomes such as the elderly, the growing number of single, female-headed households and persons in public-assisted programs such as Section 8.

Fayetteville seeks to continue the provision of affordable housing within the City and its Planning Area. Provisions are sought that encourage more affordable housing utilizing conventional construction methods and locations within conventional settings. Fayetteville further desires to avoid the detrimental social, economic and physical effects of concentrating affordable housing. A more compatible, integrated approach with the community is desired. In order to minimize the impact on public funding, private incentives are sought.



**LOCATION AND DESIGN CRITERIA.** Affordable housing units should be scattered throughout the development in a manner that integrates them with all other units in the development. The exterior design and construction of affordable units should appear similar to all other units in the development. Affordable units may be smaller in size than all other units in the development provided that their size, arrangement, and number does not violate applicable building and zoning codes.

Subject to City approval, developments of affordable housing exclusively may be permitted. When constructed separate of other types of residential development, affordable housing should be compatible in design with approved affordable housing in other locations of the City.

## **4.8 Future Housing Needs**

City of Fayetteville Planning Division, 1995; September 2001

In 1995, the Planning Division estimated 13,845 additional dwelling units will be needed during the period 1995 - 2020 to serve a total population of 85,090. This estimate is based on 35,826 additional residents at a ratio of 2.49 residents per dwelling unit and a 5 percent vacancy rate.

According to the previous housing projection study, a total of 34,173 housing units would be needed by 2020 to serve the total projected population. As of 2000, approximately 75 percent of that goal has been reached, with a total of 25,467 units. Approximately 8,706 more units are needed by 2020. During the 1990s, 8,328 units were built. Therefore, if the trend during the 1990s continues, this goal could be reached shortly after 2010. However, actual future housing needs may be higher than anticipated because population projections for 2000 were lower than actual counts.



# Housing Comparisons with Other College Towns

2000 Census

|                             | Springfield, MO |         | Norman, OK |         | Lawrence, KS |         | Iowa City, IA |         |
|-----------------------------|-----------------|---------|------------|---------|--------------|---------|---------------|---------|
|                             | Number          | Percent | Number     | Percent | Number       | Percent | Number        | Percent |
| 1-unit                      | 48,039          | 70.76%  | 26,678     | 67.30%  | 18,281       | 58.38%  | 12,327        | 49.62%  |
| 2-units                     | 3,315           | 4.88%   | 1,252      | 3.16%   | 1,965        | 6.28%   | 1,456         | 5.86%   |
| 3 or 4 units                | 2,319           | 3.42%   | 3,146      | 7.94%   | 3,051        | 9.74%   | 1,385         | 5.57%   |
| 5 or more                   | 14,217          | 20.94%  | 8,562      | 21.60%  | 8,015        | 25.60%  | 9,677         | 38.95%  |
| Total Units                 | 67,890          | 100.00% | 39,638     | 100.00% | 31,312       | 100.00% | 24,845        | 100.00% |
| Median Owner Occupied Value | \$79,800        |         | \$95,400   |         | \$118,400    |         | \$128,300     |         |
| Median Rent                 | \$452           |         | \$512      |         | \$555        |         | \$572         |         |

|                             | College Station, TX |         | Champaign, IL |         | Ames, IA |         | Columbia, MO |         |
|-----------------------------|---------------------|---------|---------------|---------|----------|---------|--------------|---------|
|                             | Number              | Percent | Number        | Percent | Number   | Percent | Number       | Percent |
| 1-unit                      | 10,170              | 39.82%  | 15,048        | 53.43%  | 9,264    | 51.78%  | 19,025       | 55.60%  |
| 2-units                     | 1,652               | 6.47%   | 961           | 3.41%   | 1,180    | 6.60%   | 3,724        | 10.88%  |
| 3 or 4 units                | 4,042               | 15.83%  | 1,331         | 4.73%   | 1,358    | 7.59%   | 3,061        | 8.95%   |
| 5 or more units             | 9,675               | 37.88%  | 10,825        | 38.43%  | 6,090    | 34.04%  | 8,410        | 24.58%  |
| Total Units                 | 25,539              | 100.00% | 28,165        | 100.00% | 17,892   | 100.00% | 34,220       | 100.00% |
| Median Owner Occupied Value | \$119,500           |         | \$91,300      |         | 130,900  |         | \$118,500    |         |
| Median Rent                 | \$597               |         | \$549         |         | \$600    |         | \$525        |         |

|                             | Fayetteville, AR |         |
|-----------------------------|------------------|---------|
|                             | Number           | Percent |
| 1-unit                      | 13,673           | 55.87%  |
| 2-units                     | 1,721            | 7.03%   |
| 3 or 4 units                | 1,345            | 5.50%   |
| 5 or more units             | 7,732            | 31.60%  |
| Total Units                 | 24,471           | 100.00% |
| Median Owner Occupied Value | \$100,300        |         |
| Median Rent                 | \$480            |         |

# Commercial and Residential Zoning Activity

## City of Fayetteville

(2001 to 2002)

| Case No.                 | Project Name    | Location                                                | Request       | Acreage            | Units        | City Council Approval Date |
|--------------------------|-----------------|---------------------------------------------------------|---------------|--------------------|--------------|----------------------------|
| RZN 01-2 (Lindsey)       | Shiloh West     | Shiloh Dr., S. of Chamberland Square and E. of Betty Jo | C-2 to R-2    | 18.25 acres        | 240          | 03-20-01                   |
| RZN 01-18 (Beard/Center) | Broyles Project | NW corner of Highway 16 and 18 <sup>th</sup> Street     | I-1 to R-2    | 19.39 acres        | 480          | 12-04-01                   |
| RZN 02-13 (CMN)          | Bristol Park    | CMN Business Park, Phase II, Lot 1                      | C-2 to RMF-12 | 32.62 acres        | 272          | 6-4-02                     |
| RZN 02-23 (Lindsey)      | Southern View   | N. of Old Farmington Rd, and E. of Futrell Dr.          | C-2 to RMF-18 | 19.39 acres        | 312          | 10-15-02                   |
| <b>Totals</b>            |                 |                                                         |               | <b>89.65 acres</b> | <b>1,304</b> |                            |

| Case No.                   | Project Name             | Location                              | Request       | Acreage            | Units      | City Council Approval Date |
|----------------------------|--------------------------|---------------------------------------|---------------|--------------------|------------|----------------------------|
| RZN 02-7 (Hughes)          | Cornestone II            | W. of Porter, N. of Valley            | R-1 to RMF-12 | 11.94              | 108        | 07-16-02                   |
| RZN 02-17 (Barnes/Mathias) | Skylar Subdivision       | S. of Deane, W. of Sang, E. of Porter | R-1 to RMF-6  | 21.03              | 57         | 08-20-02                   |
| RZN 02-25 (Sage House)     | Sage House               | 1033 Huntsville Rd.                   | R-1 to RMF-12 | 4.22 acres         | 32         | 09-17-02                   |
| RZN 02-27 (Edens)          | Brooke Drive - developed | Brooke Dr., S. of Wedington           | A-1 to RMF-6  | 6.10 acres         | Existing   | 10-15-02                   |
| <b>Totals</b>              |                          |                                       |               | <b>43.29 acres</b> | <b>197</b> |                            |

| Rezoned to Commercial from Agricultural for Residential (2001 to 2002) |                            |                                         |            |                    |       |                            |
|------------------------------------------------------------------------|----------------------------|-----------------------------------------|------------|--------------------|-------|----------------------------|
| Case No.                                                               | Project Name               | Location                                | Request    | Acreage            | Units | City Council Approval Date |
| RZN 01-10 (McDonald)                                                   | Auto Parts Store           | 461 E. Township                         | R-1 to C-2 | 1.42 acres         | --    | 08-07-01                   |
| RZN 01-13 (Indoor Batting Cages)                                       | Indoor Batting Cages       | S. side of Zion Rd., Harboe Pl.         | R-O to C-1 | 1.4 acres          | --    | 08-21-01                   |
| RZN 01-15 (Karstetter and Glass Body Shop)                             | Auto Body Shop             | 2530 Wedington Dr.                      | R-1 to C-2 | 1.76 acres         | --    | 09-18-01                   |
| RZN 01-21 (Sager/Guisinger)                                            | Farm Bureau                | W. of Shiloh, N. of Porter              | A-1 to C-1 | 1.02 acres         | --    | 11-06-01                   |
| RZN 01-26 (Sager/Guisinger)                                            | Speculative                | W. of Shiloh, N. of Porter              | A-1 to C-2 | 12.08 acres        | --    | 12-28-01                   |
| RZN 02-3 (Cathcart)                                                    | Hampton Inn / Ruby Tuesday | N. of Sixth St., W. of Shiloh           | R-O to C-2 | 4.75 acres         | --    | 02-05-02                   |
| RZN 02-24 (Nelms)                                                      | Landers Auto Park          | Between Hwy. 112 & I-540                | A-1 to C-2 | 27.81 acres        | --    | 09-17-02                   |
| RZN 02-37 (Ozark Adventures)                                           | Water Park                 | E. of Futrell Dr. & W. of Baldwin Piano | R-O to C-2 | 17.7 acres         | --    | 12-17-02                   |
| <b>Totals</b>                                                          |                            |                                         |            | <b>66.94 acres</b> |       |                            |

Within a two year time period...

- Approximately 132 acres have been rezoned to a medium or high density residential zoning district.
- Approximately 67 acres have been rezoned from a low density residential district to a commercial district.
- Approximately 110 acres of low density residential have been rezoned to a higher intense use.
- No high density residential has been rezoned to commercial.
- Approximately 1,501 units are currently under review.



## 4 HOUSING

**Updated Jan. 2003**

### Key Findings

- The vacancy rate decreased from 10.3 in 1990 to 6.6 in 2000.
- In 2000, renter-occupied units outnumber owner-occupied units by 3,704 units.
- In 2000, persons per occupied unit was 2.21, one of the lowest in the region.
- Between 1990 and 2002, the number of duplex and multifamily units increased at a greater rate than single family units, with 68.4 percent and 46.1 percent, respectively.
- The most building permit activity in the 1990's occurred between 1993 and 1995 with 3,489 permits.
- Between 1990 and 2002, 44.75 percent of all residential building permits were single-family units, 11.73 percent were duplex, and 43.52 percent multifamily.
- Approximately one-fourth of all dwelling units were built between 1990 and 2000.
- Fifty percent of all housing is more than 20 years old.

### 4.1 Housing Occupancy And Tenure

City of Fayetteville Planning Division, September 2001

**OCCUPANCY.** As in 1990, the number of renter-occupied housing units continues to be higher than owner-occupied housing units, reflective of the large student population. According to the 2000 Census, the total number of occupied housing units increased by almost 41 percent, adding 6,904 units. Approximately 60 percent of the increase in total occupied units is due to the increase in renter-occupied units, totaling 13,751 in 2000.

**VACANCY.** Part of the increase in occupied housing units is due to the occupancy of previously vacant units. As shown in Table 4.1, the vacancy rate decreased from 10.3 percent in 1990 to 6.6 percent in 2000. A total of 1,669 units are vacant as of the 2000 Census. Fayetteville's vacancy rate is significantly lower than the state, with a vacancy rate of 11.1, and the nation, with a vacancy rate of 9.0. Decreasing vacancy rates have the potential of driving up rental rates and home purchase prices.

**TABLE 4.1**  
**HOUSING OCCUPANCY AND TENURE**  
**Fayetteville (1990 & 2000)**

| Occupancy                    | Housing Units |        |                | Percent of Total Housing Units |       |
|------------------------------|---------------|--------|----------------|--------------------------------|-------|
|                              | 1990          | 2000   | Percent Change | 1990                           | 2000  |
| Total Occupied Housing Units | 16,894        | 23,798 | 40.8           | 89.7                           | 93.4  |
| Owner-occupied               | 7,337         | 10,047 | 36.9           | 38.9                           | 39.4  |
| Renter-occupied              | 9,557         | 13,751 | 43.8           | 50.7                           | 53.9  |
| Total Vacant Housing Units   | 1,941         | 1,669  | -14.0          | 10.3                           | 6.6   |
| Total Housing Units          | 18,835        | 25,467 | 35.2           | 100.0                          | 100.0 |

Source: U.S. Census, STF-1A Census of Population and Housing: 1990, Table DP-1 Profile of General Demographic Characteristics: 2000

**TABLE 4.2**  
**PERSONS PER OCCUPIED HOUSING UNIT**  
**Fayetteville, Bentonville, Lowell, Rogers, Springdale (2000)**

|              | Persons in Households | Occupied Housing Units | Persons per Unit |
|--------------|-----------------------|------------------------|------------------|
| Fayetteville | 52,697                | 23,798                 | 2.21             |
| Bentonville  | 19,362                | 7,458                  | 2.59             |
| Lowell       | 5,013                 | 1,914                  | 2.62             |
| Rogers       | 38,353                | 14,005                 | 2.74             |
| Springdale   | 45,224                | 16,149                 | 2.81             |

Source: U.S. Census, Table DP-1 Profile of General Demographic Characteristics: 2000

**PERSONS PER UNIT.** Table 4.2 shows the number of persons per occupied housing unit is 2.21, a slight decrease from 2.25 in 1990. This figure is the lowest of other cities in the region. Bentonville and Lowell are relatively consistent, with approximately 2.6 persons per unit. Rogers and Springdale have significantly larger number of persons per unit with 2.74 and 2.81 respectively.



| <b>TABLE 4.3</b><br><b>RESIDENTIAL HOUSING TYPE</b><br><b>Fayetteville (1990, 2000-2002)</b> |             |         |        |        |                        |        |        |        |                          |
|----------------------------------------------------------------------------------------------|-------------|---------|--------|--------|------------------------|--------|--------|--------|--------------------------|
|                                                                                              | Total Units |         |        |        | Percent of Total Units |        |        |        | Percent Increase (90-02) |
|                                                                                              | 1990        | 2000    | 2001   | 2002   | 1990                   | 2000   | 2001   | 2002   |                          |
| Single family                                                                                | 9,754       | 13,731  | 14,006 | 14,254 | 54.5%                  | 52.4%  | 52.1%  | 51.0%  | 46.1%                    |
| Duplex and Multifamily                                                                       | 8,128       | 12,479  | 12,902 | 13,685 | 45.5%                  | 47.6%  | 47.9%  | 49.0%  | 68.4%                    |
| Total                                                                                        | 17,882      | 26,210* | 26,908 | 27,939 | 100.0%                 | 100.0% | 100.0% | 100.0% | 56.2%                    |

\*2000 Total Number of Units does not match the total number of units provided in the 2000 Census, as indicated on Table 4.1, due to the fact that the 2000 total includes all units up to the end of December 2000, while the 2000 Census was taken in the Spring of 2000. The total does not include mobile homes. Source: 1990 Census, 2010 General Plan and Northwest Arkansas Regional Planning Commission and 1990-2002 Building Permit Counts.

## 4.2 Residential Housing Type

City of Fayetteville Planning Division, January 2003

Table 4.3 provides information on residential housing by type. To calculate 2000, 2001, and 2002 number of units, annual building permit data between 1990 and 2002 (see Table 4.4) was added to data from the 1990 Census. Duplex and multifamily are not separated because in 1990 duplexes were included in the category "2 to 4 units", thus combining duplexes with multifamily counts. Mobile home data for 2000, 2001 and 2002 was not available.

The predominant type of housing is single family, comprising 51.0 percent of all units. In 2002, there were 14,254 single-family units, an increase of 46.1 percent from 1990. The number of duplexes and multifamily is slightly smaller than single-family units (13,685), however, those categories increased at a greater rate than single family, with a 68.4 percent increase.

**UNIVERSITY HOUSING:** The University of Arkansas provides on-campus and off-campus student housing facilities. On-campus facilities include twelve residence halls: two men's; two women's, seven coed and one graduate coed. In 2000, the residence halls housed 3,018 students and 256 students were living in on-campus apartments.

**TABLE 4.4**  
**RESIDENTIAL BUILDING PERMIT ACTIVITY**  
**Units and Cost**  
**Fayetteville (1990-2002)**

|            | Single Family |             | Duplex |            | Multifamily |             | Total  |             |
|------------|---------------|-------------|--------|------------|-------------|-------------|--------|-------------|
| Year       | Units         | Cost        | Units  | Cost       | Units       | Cost        | Units  | Cost        |
| 1990       | 253           | 20,093,396  | 16     | 825,872    | 91          | 2,254,749   | 360    | 23,174,017  |
| 1991       | 259           | 21,375,180  | 62     | 3,046,482  | 297         | 7,922,555   | 618    | 32,344,217  |
| 1992       | 358           | 30,499,480  | 74     | 3,508,216  | 257         | 8,712,418   | 689    | 42,720,114  |
| 1993       | 434           | 41,357,967  | 256    | 14,327,068 | 342         | 9,252,860   | 1,032  | 64,937,895  |
| 1994       | 439           | 34,452,482  | 246    | 14,757,404 | 754         | 24,845,740  | 1,439  | 74,055,626  |
| 1995       | 512           | 41,971,871  | 186    | 10,892,617 | 320         | 8,792,484   | 1,018  | 61,656,972  |
| 1996       | 492           | 45,382,968  | 80     | 5,287,643  | 154         | 5,607,122   | 726    | 56,277,733  |
| 1997       | 265           | 25,634,794  | 64     | 4,238,765  | 281         | 8,137,810   | 610    | 38,011,369  |
| 1998       | 281           | 29,488,802  | 30     | 1,851,670  | 40          | 1,668,774   | 351    | 33,009,246  |
| 1999       | 365           | 38,368,783  | 54     | 3,887,588  | 515         | 23,641,276  | 934    | 65,897,647  |
| 2000       | 319           | 40,814,865  | 44     | 3,092,432  | 188         | 8,772,251   | 551    | 52,679,548  |
| 2001       | 275           | 39,002,819  | 48     | 3,666,336  | 375         | 17,867,560  | 698    | 60,536,715  |
| 2002       | 248           | 39,962,201  | 20     | 1,440,752  | 763         | 32,536,985  | 1,031  | 73,939,938  |
| Total      | 4,500         | 448,405,608 | 1,180  | 70,822,845 | 4,377       | 160,012,584 | 10,057 | 697,241,037 |
| % of total | 44.75         | 66.02       | 11.73  | 10.42      | 43.52       | 23.56       | 100.00 | 100.00      |

Source: City of Fayetteville, Inspections Division Records, 1990-2002

Note: Single Family units include detached and attached units.

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**TABLE 4.5**  
**RESIDENTIAL BUILDING PERMIT ACTIVITY**  
**Units and Percent of Total Units**  
**Fayetteville (1990-2002)**

| Year  | Single Family |                      | Duplex |                      | Multifamily |                      | Total  |
|-------|---------------|----------------------|--------|----------------------|-------------|----------------------|--------|
|       | Units         | Percent of All Units | Units  | Percent of All Units | Units       | Percent of All Units | Units  |
| 1990  | 253           | 70.28                | 16     | 4.44                 | 91          | 25.28                | 360    |
| 1991  | 259           | 41.91                | 62     | 10.03                | 297         | 48.06                | 618    |
| 1992  | 358           | 51.96                | 74     | 10.74                | 257         | 37.30                | 689    |
| 1993  | 434           | 42.05                | 256    | 24.81                | 342         | 33.14                | 1,032  |
| 1994  | 439           | 30.51                | 246    | 17.10                | 754         | 52.40                | 1,439  |
| 1995  | 512           | 50.29                | 186    | 18.27                | 320         | 31.43                | 1,018  |
| 1996  | 492           | 67.77                | 80     | 11.02                | 154         | 21.21                | 726    |
| 1997  | 265           | 43.44                | 64     | 10.49                | 281         | 46.07                | 610    |
| 1998  | 281           | 80.06                | 30     | 8.55                 | 40          | 11.40                | 351    |
| 1999  | 365           | 39.08                | 54     | 5.78                 | 515         | 55.14                | 934    |
| 2000  | 319           | 57.89                | 44     | 7.99                 | 188         | 34.12                | 551    |
| 2001  | 275           | 39.40                | 48     | 6.88                 | 375         | 53.72                | 698    |
| 2002  | 248           | 24.05                | 20     | 1.94                 | 763         | 74.01                | 1,031  |
| Total | 4,500         | 44.75                | 1,180  | 11.73                | 4,377       | 43.52                | 10,057 |

Source: City of Fayetteville, Inspections Division Records, 1990-2002

Note: Single Family units include detached and attached units.

**TABLE 4.6**  
**BUILDING PERMIT FIVE-YEAR ANALYSIS**  
**Fayetteville (1998-2002)**

|      | Single Family |                                   | Duplex |                                   | Multifamily |                                   | Total |                                   |
|------|---------------|-----------------------------------|--------|-----------------------------------|-------------|-----------------------------------|-------|-----------------------------------|
|      | Units         | Percent Change from Previous Year | Units  | Percent Change from Previous Year | Units       | Percent Change from Previous Year | Units | Percent Change from Previous Year |
| 1998 | 281           | --                                | 30     | --                                | 40          | --                                | 351   | --                                |
| 1999 | 365           | 29.9%                             | 54     | 80.0%                             | 515         | 1,187.5%                          | 934   | 166.1%                            |
| 2000 | 319           | -12.6%                            | 44     | -18.5%                            | 188         | -63.5%                            | 551   | -41.0%                            |
| 2001 | 275           | -13.8%                            | 48     | 9.1%                              | 375         | 99.5%                             | 698   | 26.7%                             |
| 2002 | 248           | -9.8%                             | 20     | -58.3%                            | 763         | 103.5%                            | 1,031 | 47.7%                             |

Source: City of Fayetteville, Inspections Division Records, 1990-2002

Note: Single Family units include detached and attached units.

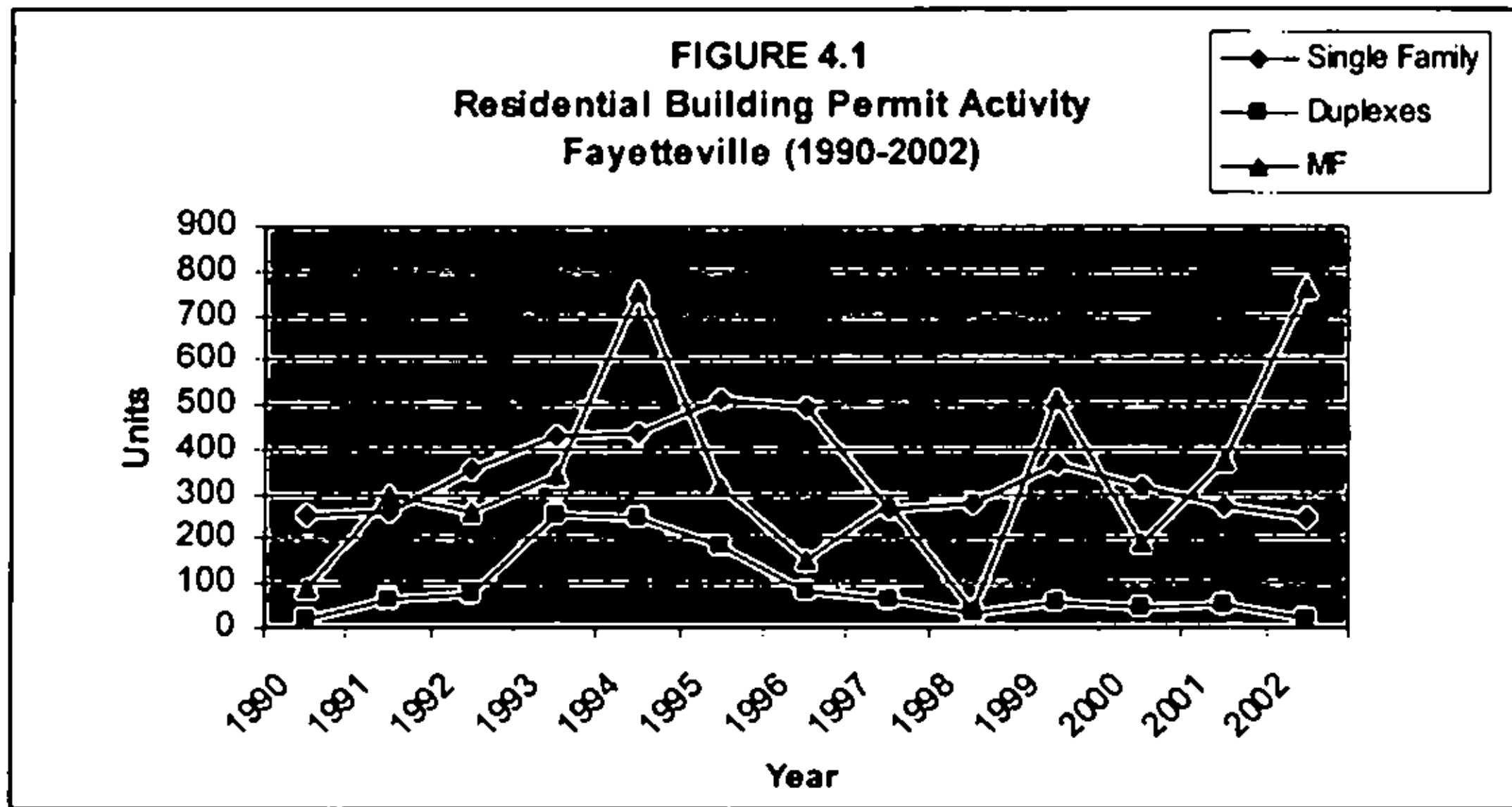
### 4.3 Residential Building Permit Activity

City of Fayetteville Planning Division, January 2003

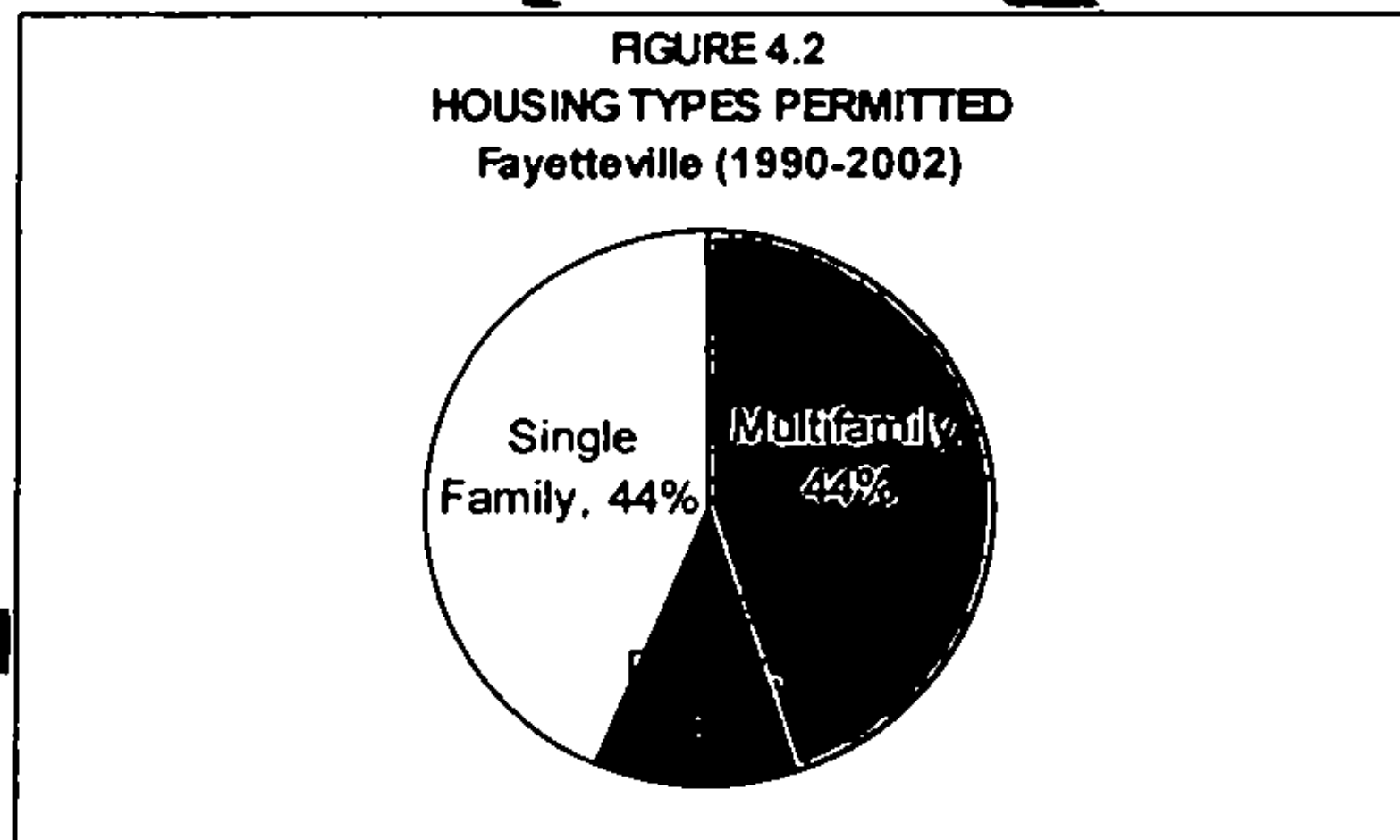
As Table 4.4 and 4.5 shows building permit activity between 1990 and 2002 has been volatile. The total number of units increased steadily between 1990 and 1994, increasing by 1,079 units. Significant increases in duplex and multifamily units contributed to the increase in building permit activity in 1993 and 1994. In 1995, the number of units decreased and continued the decline until 1999. That year the number of units increased by 583 units. By 2000, the numbers dropped again, down to 551, from 934 in 1999. The cost of units followed a similar trend, with the total costs topping out at \$74,055,626 in 1994.

A total of 10,057 units were built in Fayetteville between 1990 and 2002. Approximately 44.75 percent of all units were single-family and 43.52 percent multifamily. Duplexes accounted for 11.73 percent of all units built. The value of all units during this time period was \$697,241,037.

Table 4.6 provides a permit analysis for the past five years, showing the significant increases in multifamily permits. Single family building permits have *decreased* by at least nine percent each year since 2000. Multifamily building permits have *increased* by close to 100% each year since 2000. In 2002, multifamily represented 74% of all residential building permits.



Source: Table 4.4



Source: Table 4.4



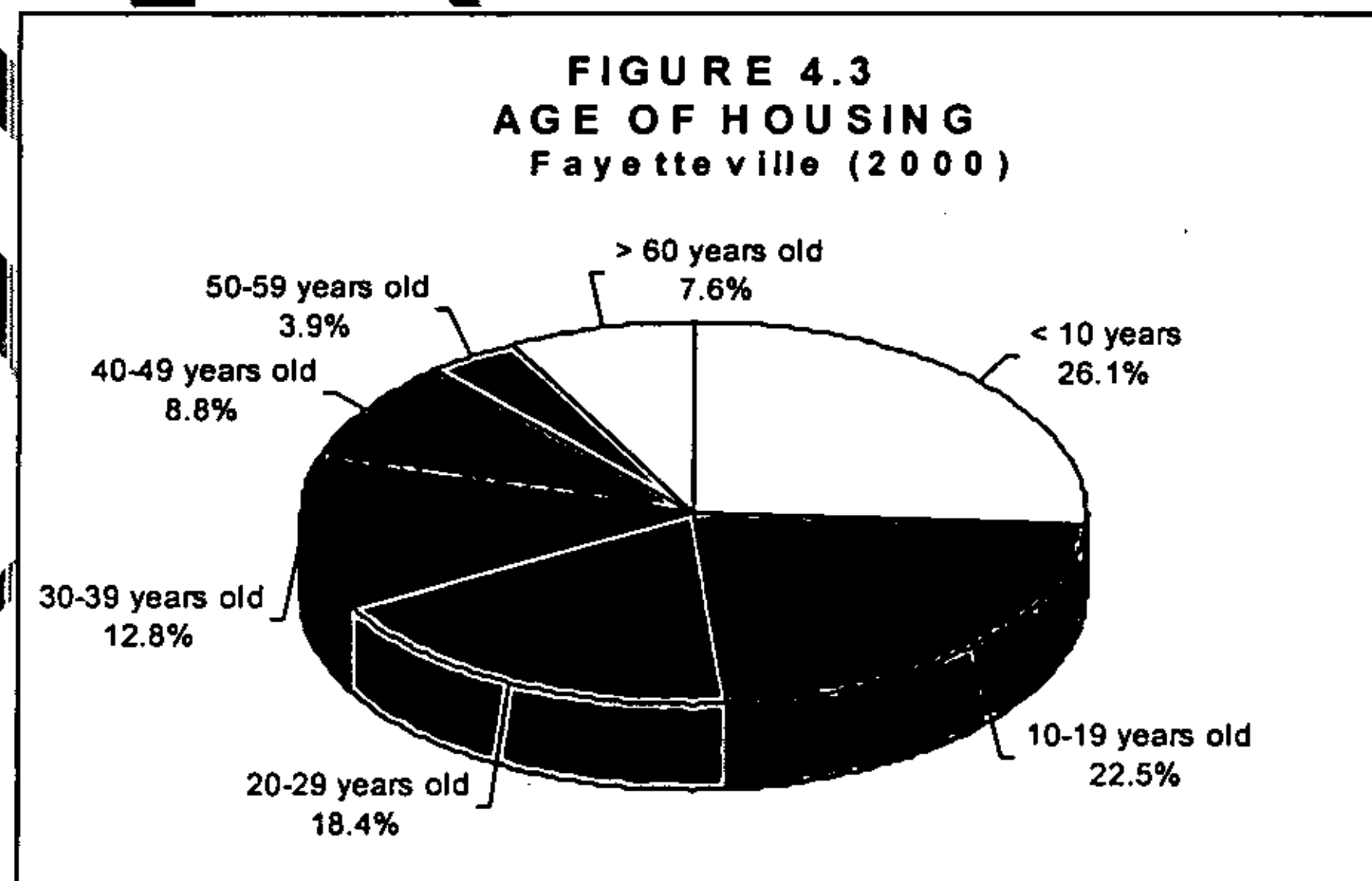
| <b>TABLE 4.7</b><br><b>HOUSING - YEAR CONSTRUCTED</b><br><b>Fayetteville</b> |             |                  |
|------------------------------------------------------------------------------|-------------|------------------|
| Time Period                                                                  | Units Built | Percent of Total |
| 1990 - March 2000                                                            | 6,632       | 26.04            |
| 1980 - 1989                                                                  | 5,743       | 22.55            |
| 1970-1979                                                                    | 4,678       | 18.37            |
| 1960-1969                                                                    | 3,257       | 12.79            |
| 1950-1959                                                                    | 2,243       | 8.81             |
| 1940-1949                                                                    | 984         | 3.86             |
| 1939 or earlier                                                              | 1,930       | 7.58             |
| TOTAL                                                                        | 25,467      | 100.00           |

Source: 2020 General Plan, U.S. Census, *STP-1 Census of Population and Housing: 1990, Table DP-1. Profile of General Demographic Characteristics: 2000*

#### 4.4 Age of Housing

City of Fayetteville Planning Division, September 2001

Almost 90 percent of existing housing was built during the last half of the twentieth century and more than one-fourth was built during the last decade. The largest number of houses were built between 1990 and 2000 with 6,632 units. More than 50 percent of housing is more than 20 years old. Approximately 2,900 units were built prior to 1950 indicating a number of units that could face deterioration without adequate maintenance.



| TABLE 4.8<br>SINGLE FAMILY HOUSING COSTS<br>Fayetteville (2000) |       |                     |           |             |              |
|-----------------------------------------------------------------|-------|---------------------|-----------|-------------|--------------|
| Cost Ranges<br>(in thousands)                                   | Total | Percent of<br>Total | Averages  |             |              |
|                                                                 |       |                     | Cost      | Square Feet | Cost/Sq. Ft. |
| \$0-\$34.9                                                      | 1     | 0.3                 | \$30,000  | 560         | \$53.57      |
| \$35-\$49.9                                                     | 2     | 0.6                 | \$45,450  | 1,392       | \$32.56      |
| \$50-\$74.9                                                     | 56    | 17.6                | \$67,300  | 1,303       | \$51.66      |
| \$75-\$99.9                                                     | 72    | 22.6                | \$84,988  | 1,599       | \$53.15      |
| \$100-\$149.9                                                   | 95    | 29.8                | \$122,281 | 2,192       | \$55.74      |
| \$150-\$199.9                                                   | 46    | 14.4                | \$174,502 | 2,952       | \$59.12      |
| \$200-\$299.9                                                   | 42    | 13.2                | \$224,551 | 3,277       | \$68.53      |
| \$300-\$399.9                                                   | 2     | 0.6                 | \$330,665 | 4,207       | \$78.61      |
| \$400-\$499.9                                                   | 1     | 0.3                 | \$400,900 | 5,648       | \$70.98      |
| \$500+                                                          | 2     | 0.6                 | \$685,836 | 4,431       | \$154.78     |
| TOTAL                                                           | 319   | 100                 | \$130,150 | 2,182       | \$59.66      |

Source: Northwest Arkansas Regional Planning Commission, 2000 Summary Issue.

Note: Single Family Housing Costs include only material and labor costs from building permits.

## 4.5 Single Family Housing Costs

City of Fayetteville Planning Division, October 2001

In the Northwest Arkansas Regional Planning Commission 2000 Summary Issue, cost comparisons for single family housing were provided. A total of 319 single family homes were permitted in 2000. Half of the single family units cost between \$75,000 and \$150,000. The average cost per single family unit was \$130,150 with 2,182 average square feet per unit. The average cost per square foot was \$59.66.

Single family affordable housing is considered units under \$35,000 for a family of four. The definition will be updated when new housing cost information is released from Census 2000. As Table 4.6 shows, one affordable unit was constructed in 2000.

## 4.6 Gross Rent

Alfred N. Raby, AICP, General Plan 2010

*2000 Census data was not available at the time the General Plan was revised.*

In 1990, median rent in Fayetteville was \$351 compared to \$352 for all of Washington County and \$274 for the entire State. The City's median rent doubled from the \$178 recorded in 1980.

In 1990, 5,162, or 54.4 percent, of the total 9,493 renter-occupied units in Fayetteville had rents in the \$300-499 range. Approximately two-thirds of the County's more expensive rental units \$500 and over were located in the City.

## 4.7 Affordable Housing

City of Fayetteville Planning Division, 1995

**PURPOSE.** Most of Fayetteville's earlier affordable housing was attractive to starter families with modest but potentially growing incomes. Today, the need for affordable housing is also applicable to individuals and families on fixed incomes such as the elderly, the growing number of single, female-headed households and persons in public-assisted programs such as Section 8.

Fayetteville seeks to continue the provision of affordable housing within the City and its Planning Area. Provisions are sought that encourage more affordable housing utilizing conventional construction methods and locations within conventional settings. Fayetteville further desires to avoid the detrimental social, economic and physical effects of concentrating affordable housing. A more compatible, integrated approach with the community is desired. In order to minimize the impact on public funding, private incentives are sought.

**LOCATION AND DESIGN CRITERIA.** Affordable housing units should be scattered throughout the development in a manner that integrates them with all other units in the development. The exterior design and construction of affordable units should appear similar to all other units in the development. Affordable units may be smaller in size than all other units in the development provided that their size, arrangement, and number does not violate applicable building and zoning codes.

Subject to City approval, developments of affordable housing exclusively may be permitted. When constructed separate of other types of residential development, affordable housing should be compatible in design with approved affordable housing in other locations of the City.



## 4.8 Future Housing Needs

City of Fayetteville Planning Division, 1995; September 2001

In 1995, the Planning Division estimated 13,845 additional dwelling units will be needed during the period 1995 - 2020 to serve a total population of 85,090. This estimate is based on 35,826 additional residents at a ratio of 2.49 residents per dwelling unit and a 5 percent vacancy rate.

According to the previous housing projection study, a total of 34,173 housing units would be needed by 2020 to serve the total projected population. As of 2000, approximately 75 percent of that goal has been reached, with a total of 25,467 units. Approximately 8,706 more units are needed by 2020. During the 1990s, 8,328 units were built. Therefore, if the trend during the 1990s continues, this goal could be reached shortly after 2010. However, actual future housing needs may be higher than anticipated because population projections for 2000 were lower than actual counts.

**DRAFT**



# Commercial and Residential Zoning Activity

## City of Fayetteville

(2001 to 2002)

| Rezoned from Commercial to Residential (2001 to 2002) |               |                    |         |
|-------------------------------------------------------|---------------|--------------------|---------|
| Case No.                                              | Request       | Acreage            | PC Date |
| RZN 02-13 (CMN)                                       | C-2 to RMF-12 | 32.62 acres        | 5-13-02 |
| RZN 02-23 (Lindsey)                                   | C-2 to RMF-18 | 19.39 acres        | 8-12-02 |
| RZN 02-2 (Lindsey)                                    | C-2 to R-2    | 18.25 acres        | 2-12-01 |
| <b>Total Acres</b>                                    |               | <b>70.26 acres</b> |         |

| Rezoned to Commercial (2001 to 2002)       |            |                    |          |
|--------------------------------------------|------------|--------------------|----------|
| Case No.                                   | Request    | Acreage            | PC Date  |
| RZN 02-24 (Nelms)                          | A-1 to C-2 | 27.81 acres        | 8-12-02  |
| RZN 01-10 (McDonalds)                      | R-1 to C-2 | 4.42 acres         | 7-9-01   |
| RZN 01-12 (Reindl)                         | T-1 to C-3 | 1.91 acres         | 7-9-01   |
| RZN 01-13 (Indoor Batting Cages)           | R-0 to C-1 | 1.4 acres          | 7-23-01  |
| RZN 01-15 (Karstetter and Glass Body Shop) | R-1 to C-2 | 1.76 acres         | 8-28-01  |
| RZN 01-21 (Sager/Guisinger)                | A-1 to C-1 | 1.02 acres         | 10-08-01 |
| RZN 01-26 (Sager/Guisinger)                | A-1 to C-2 | 12.08 acres        | 10-08-01 |
| <b>Total Acres</b>                         |            | <b>46.40 acres</b> |          |

## STAFF REVIEW FORM

☒ Agenda Request  
☐ Contract Review  
☐ Grant Review

*Failed*

*1-21-03*

*Council Meeting*

For the Fayetteville City Council meeting of January 7, 2002.

## FROM:

Tim Conklin

Planning

Urban Development

Name

Division

Department

**ACTION REQUESTED:** To approve an ordinance for RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

## COST TO 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

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:** Staff recommended denial. On December 9, 2002 the Planning Commission voted 7-0-0 to recommend approval of the requested rezoning by the City Council.

Division Head

*12-13-02*  
Date

## Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res#: \_\_\_\_\_

Mayor

*12/13/02*  
Date

Orig Contract Date: \_\_\_\_\_

CC Meeting of January 7, 2002

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

---

**TO:** Mayor Dan Coody  
Fayetteville City Council  
**FROM:** Tim Conklin, City Planner, A.I.C.P.  
**DATE:** December 13, 2002

---

**RZN 02-41.00: Rezoning (Moulden, pp 599/638)** was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1 Neighborhood Commercial and contains approximately .33 acres. The request is to rezone to R-2 Medium Density Residential.

**Background:**

The subject property is located north of Cato Spring Road and east of Razorback Road. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road are single-family residential. The property to the south across Cato Springs Road is a public utility facility. The applicant has a contract for sale of the property contingent upon rezoning. The buyer is proposing to construct an eight unit apartment building. No public comment has been received. The Future Land Use Plan shows this area as Mixed Use.

The Planning Division staff report recommends denial of the requested rezoning. The reasons being that the proposal is not a mixed use development consistent with the Future Land Use Plan, the proposed use is not compatible with the existing surrounding land uses, and there is very little C-1 zoning in this area of the city.

**Current Status:**

On December 9, 2002, the Planning Commission voted 7-0-0 to recommend approval to the City Council.

**Recommendation:**

Staff recommends denial. Planning Commission recommends approval.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED  
IN REZONING PETITION RZN 02-41.00 FOR A PARCEL  
CONTAINING APPROXIMATELY 0.33 ACRES LOCATED AT 1504 W.  
CATO SPRINGS ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED  
BY NORMAN MOULDEN.

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 to R-2, Medium Density Residential as  
shown 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 \_\_\_\_\_, 2003.

APPROVED:

**DRAFT**

By: \_\_\_\_\_  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_  
Heather Woodruff, City Clerk

**DRAFT**

**EXHIBIT "A"**  
**RZN 02-41.00**

LOT #18 AND #19, BLOCK 6, MEADOWVALE SUBDIVISION.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of Dec. 9, 2002

113 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 575-8264

## PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission  
FROM: Shelli Rushing, A.I.C.P., Associate Planner  
THRU: Tim Conklin, A.I.C.P., City Planner  
DATE: Dec. 5, 2002

**RZN 02-41.00: Rezoning (Moulden, pp 599/638)** was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1 Neighborhood Commercial and contains approximately .33 acres. The request is to rezone to R-2 Medium Density Residential.

### RECOMMENDATION:

Staff recommends denial of the requested rezoning based on the findings included as part of this report.

|                                    |                     |                                |                              |
|------------------------------------|---------------------|--------------------------------|------------------------------|
| <b>PLANNING COMMISSION ACTION:</b> | Required <u>YES</u> | <input type="radio"/> Approved | <input type="radio"/> Denied |
| Date: Dec. 9, 2002                 |                     |                                |                              |
| <b>CITY COUNCIL ACTION:</b>        | Required <u>YES</u> | <input type="radio"/> Approved | <input type="radio"/> Denied |
| Date: Jan. 7, 2002                 |                     |                                |                              |

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



## BACKGROUND:

*Property Description:* The subject property is located north of Cato Spring Road and east of Razorback Road. There are two lots and the total area is .33 acres. A condemned house is located on the property. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road are single-family residential. The property to the south across Cato Springs Road is a public utility facility.

*Proposal:* The applicant has a contract for sale of the property contingent upon rezoning. The buyer is proposing to construct an eight unit apartment building.

*Request:* The applicant is requesting to rezone the property to R-2 to permit the eight-unit apartment building.

*Public Comment:* None received.

*Recommendation:* Staff is recommending denial of the requested rezoning.

- The proposal is not consistent with the Future Land Use Plan which shows this area as mixed use. The proposed project is multifamily residential and is not a mixed use development. Further any use proposed should compliment adjacent uses and multifamily does not compliment single family.
- The surrounding land uses are all one-story single-family structures or vacant property. Rezoning this property would significantly change the character of this neighborhood.
- The property should remain as C-1 zoning at this time. The zoning map shows only three small areas classified as C-1 zoning south of 15<sup>th</sup> St. and west of School Ave. The first is the subject property, the second is located east of School and south of 19<sup>th</sup> St., and the third is south of 18<sup>th</sup> Street. The area south of the subject property is shown as Regional Commercial and development of this corner as commercial is practical and reasonable.

## SURROUNDING LAND USE AND ZONING:

| Direction | Land Use                    | Zoning                                 |
|-----------|-----------------------------|----------------------------------------|
| North     | Vacant                      | R-2, Medium Density Residential        |
| South     | Industrial (public utility) | I-1, Heavy Commercial Light Industrial |
| East      | Single-family residential   | C-1, Neighborhood Commercial           |
| West      | Vacant                      | C-1, Neighborhood Commercial           |



## INFRASTRUCTURE:

**Streets:** North: 15<sup>th</sup> Street (Principal Arterial) - not adjacent to property  
South: Cato Springs Road (Minor Arterial)  
East: School Avenue (Principal Arterial) - not adjacent to property  
West: Razorback Road (Principal Arterial)

**Water:** Water line to the south of the property along Cato Springs Road.

**Sewer:** Sewer line to the south of the property along Cato Springs Road.

**LAND USE PLAN:** General Plan 2020 designates this site *Mixed Use*.

## 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 Future Land Use Plan shows this area as Mixed Use. Mixed Use is described in General Plan 2020 as being able to accommodate a variety of land uses, including residential. It is designed to promote redevelopment of deteriorating areas. The proposal is for one eight unit apartment building which is not mixed use and is not of significant size to promote redevelopment.

The City of Fayetteville zoning ordinance is designed to help encourage compatible land uses. Land uses to the east of the subject property are primarily single-family. Multifamily is not compatible with the surrounding land uses and does not meet the intent of the zoning ordinance.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff finds that this rezoning is not justified at this time. Rezoning the subject property could set a precedent for the development of this corridor. A more significant redevelopment plan is needed to determine the future of this area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

### Finding:

**Planning:** Trip Generation for an eight unit apartment complex results in an average weekday two-way volume of 53 and a Saturday two-way volume of 51.

2001 Traffic Volume at this location on Cato Springs Road shows 2,000 average daily trips. Cato Springs Road is a Minor Arterial which is designed for trips of 12,200 to 14,800 with left turn bays. The addition of 53 additional trips should not have a significant impact on the transportation system at this location.

*Public Works:* The proposed rezoning is located on the north side of Cato Springs Road and east of Razorback Road. At this location Cato Springs Rd. is a two lane street.

The proposed rezoning from C-1 to R-2 may or may not result in additional traffic danger and congestion for this area. The access to the developed site and the circulation network within the development shall be reviewed in detail as part of the subdivision or large scale development process. The layout, connectivity, circulation plan, ingress and egress provisions will be reviewed in detail as information becomes available.

*Police:* Will not have a significant impact on police services.

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:** *Planning:* An eight unit apartment complex could result in a population of approximately eighteen persons (2.21 persons per occupied unit).

*Fire:* Fire hydrants and adequate access would be required at the time of development review. Response time is approximately four minutes.

*Public Works:* The site has access to an existing 2 1/4" water line on the south side of the property. There is also a 12" water line nearby to the east of the property. A 6" sewer main is located along the north side of the property and an 8" sewer main is located along the south side of the property.

The proposed rezoning and ultimate development may increase the loading on the existing infrastructure systems. During the development's review and approval process, the adequacy of the existing infrastructure to accommodate the service requirements will be assessed by the developer's consultant and reviewed by city staff. Any inadequacies, lack of availability, need for improvements and determination of responsibility for the infrastructure improvements shall be resolved during the development's review/approval process.

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



*From Chapter 161 Zoning Regulations  
City of Fayetteville Unified Development Ordinance*

**CURRENTLY ZONED:**

**§161.13 DISTRICT C-1 NEIGHBORHOOD  
COMMERCIAL.**

**A. Purpose.** The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

**B. Uses.**

**1. Permitted Uses.**

|         |                                                    |
|---------|----------------------------------------------------|
| Unit 1  | City-Wide Uses by Right                            |
| Unit 12 | Offices, Studios and Related Services              |
| Unit 13 | Eating Places                                      |
| Unit 15 | Neighborhood Shopping                              |
| Unit 18 | Gasoline Service Stations and Drive-In Restaurants |
| Unit 25 | Professional Offices                               |

**2. Uses Permissible on Appeal to the Planning Commission.**

|        |                                          |
|--------|------------------------------------------|
| Unit 2 | City-Wide Uses by Conditional Use Permit |
| Unit 3 | Public Protection and Utility Facilities |
| Unit 4 | Cultural and Recreational Facilities     |

|         |              |
|---------|--------------|
| Unit 34 | Liquor Store |
|---------|--------------|

**C. Bulk and Area Regulations/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)

*From Chapter 161 Zoning Regulations  
City of Fayetteville Unified Development Ordinance*

**PROPOSED TO REZONE TO:**

**~~§161.06~~ DISTRICT PR-2 (MEDIUM DENSITY  
RESIDENTIAL)**

**A. Purpose.** The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

**B. Uses.**

**1. Uses Permitted.**

|        |                                        |
|--------|----------------------------------------|
| Unit 1 | City-Wide Uses by Right                |
| Unit 8 | Single-Family Dwellings                |
| Unit 9 | Multifamily Dwellings - Medium 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 | 4 to 24 |
|-------------------|---------|

**D. Bulk and Area Regulations.**

**1. Lot Width Minimum.**

|                               |          |
|-------------------------------|----------|
| Mobile Home Park              | 100 Feet |
| Lot within a Mobile Home Park | 50 Feet  |
| One Family                    | 60 Feet  |
| Two Family                    | 60 Feet  |
| Three or More                 | 90 Feet  |
| Professional Offices          | 100 Feet |

**2. Lot Area Minimum.**

|                                             |                                 |
|---------------------------------------------|---------------------------------|
| Mobile Home Park                            | 3 Acres                         |
| Lot Within a Mobile Home Park               | 4,200 Sq. Ft.                   |
| Row House:<br>Development<br>Individual Lot | 10,000 Sq. Ft.<br>2,500 Sq. Ft. |
| Single-Family                               | 6,000 Sq. Ft.                   |
| Two-Family                                  | 7,000 Sq. Ft.                   |
| Three or More                               | 9,000 Sq. Ft.                   |
| Fraternity or Sorority                      | 2 Acres                         |
| Professional Offices                        | 1 Acre                          |

**3. Land Area Per Dwelling Unit.**

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Mobile Home                                                         | 3,000 Sq. Ft.                                   |
| Apartments:<br>Two or More<br>Bedrooms<br>One Bedroom<br>No Bedroom | 2,000 Sq. Ft.<br>1,700 Sq. Ft.<br>1,700 Sq. Ft. |
| Fraternity or Sorority                                              | 1,000 Sq. Ft. per Resident                      |

**E. Yard Requirements (feet).**

| FRONT YARD | SIDE YARD | REAR YARD |
|------------|-----------|-----------|
| 25         | 8         | 25        |

Cross Reference: Variances 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, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

## ***From Fayetteville General Plan 2020 – 2001 Revision***

### ***9.14.02 Mixed Use Areas***

The areas indicated as mixed use on the future land use map are areas where residential, commercial, office, agricultural, and some industrial uses would be appropriate. Much of south Fayetteville is shown as a 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.

#### ***Mixed Use Areas: Guiding Policies***

- 9.14.a Allow mixing of uses and integration of design through the planning process.

#### ***Mixed Use Areas: Implementation Strategies***

Strategies specific to each mixed use area will need to be developed to properly manage and encourage mixing of uses within these areas.

- 9.14.b Develop a planned unit development ordinance which allows mixing of uses and integration of design through the planning process.
- 9.14.c Continue to implement the overlay district. The Bypass Design Overlay District regulations should ensure that most of the areas along the 71 Bypass designated for mixed use develop into attractive developments which increase the value of nearby property and encourage further development.
- 9.14.d Complete construction of the Razorback Road extension and the rail-trail to attract investment in the area bounded by U. S. 71 Bypass, 6th Street, and U. S. 71 Business.
- 9.14.e Implement the Corridors and Gateways Plan as funding becomes available to further improve the appearance of south Fayetteville.
- 9.14.f Concurrently develop strategies with the University of Arkansas to encourage students to live in the area, perhaps providing densities sufficient to support public transit. This corridor should also be considered for pedestrian enhancement through future ISTEA, CDBG, and recreational grants.



Moulden  
Summary of Trip Generation Calculation  
For 8 Dwelling Units of Apartments  
December 02, 2002

|                           | Average<br>Rate | Standard<br>Deviation | Adjustment<br>Factor | Driveway<br>Volume |
|---------------------------|-----------------|-----------------------|----------------------|--------------------|
| Avg. Weekday 2-Way Volume | 6.63            | 2.98                  | 1.00                 | 53                 |
| 7-9 AM Peak Hour Enter    | 0.08            | 0.00                  | 1.00                 | 1                  |
| 7-9 AM Peak Hour Exit     | 0.43            | 0.00                  | 1.00                 | 3                  |
| 7-9 AM Peak Hour Total    | 0.51            | 0.73                  | 1.00                 | 4                  |
| 4-6 PM Peak Hour Enter    | 0.42            | 0.00                  | 1.00                 | 3                  |
| 4-6 PM Peak Hour Exit     | 0.20            | 0.00                  | 1.00                 | 2                  |
| 4-6 PM Peak Hour Total    | 0.62            | 0.82                  | 1.00                 | 5                  |
| Saturday 2-Way Volume     | 6.39            | 2.99                  | 1.00                 | 51                 |
| Saturday Peak Hour Enter  | 0.00            | 0.00                  | 1.00                 | 0                  |
| Saturday Peak Hour Exit   | 0.00            | 0.00                  | 1.00                 | 0                  |
| Saturday Peak Hour Total  | 0.52            | 0.74                  | 1.00                 | 4                  |

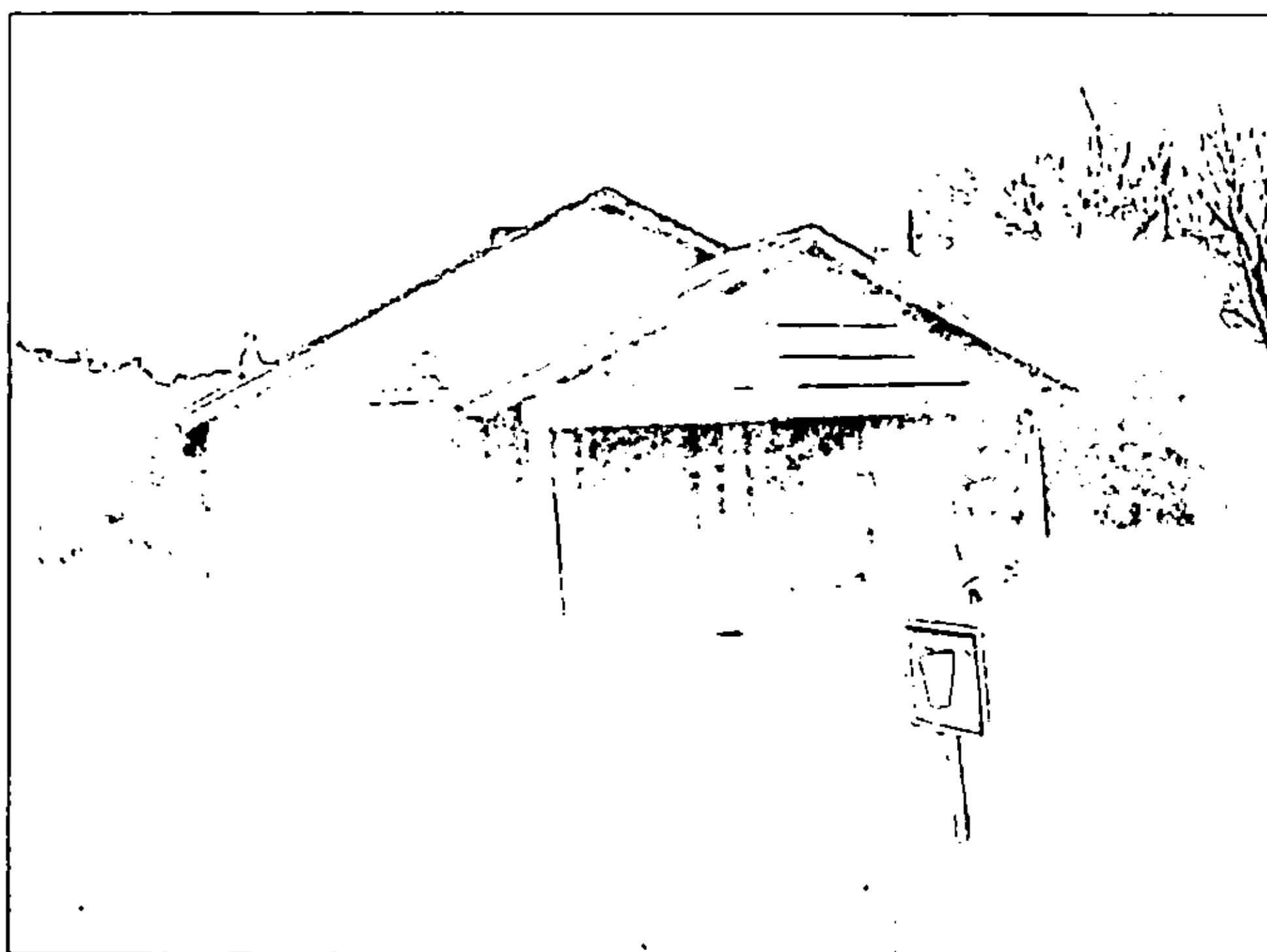
Note: A zero indicates no data available.  
Source: Institute of Transportation Engineers  
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS





From subject property, looking at properties to the east.



At Cato Springs Road, looking north at subject property.

Property to east is owned by John Fields, (582-1307) 1458 CATO SPRINGS RD 72701 FAY  
(SAW MILL CONST) 765-08411-000

Mr. Fields is the seller of the property that is being Requested For Rezoning.

Purpose of rezoning is to put 8 unit apartment building on lots.

Land on Cato Springs Road would probably not be feasible for commercial.

Proximity to 4 lane Razorback Road would make traffic flow no problem.

There is a partially burned house on one of the lots.

Property on the westside is vacant, owned by Eoff & Co. (521-5636) 380 W. 24TH FAY 72701

PROPERTY TO NORTH OWNED BY J. L. WATTS 2015 VALE AVE 72701 (R2)

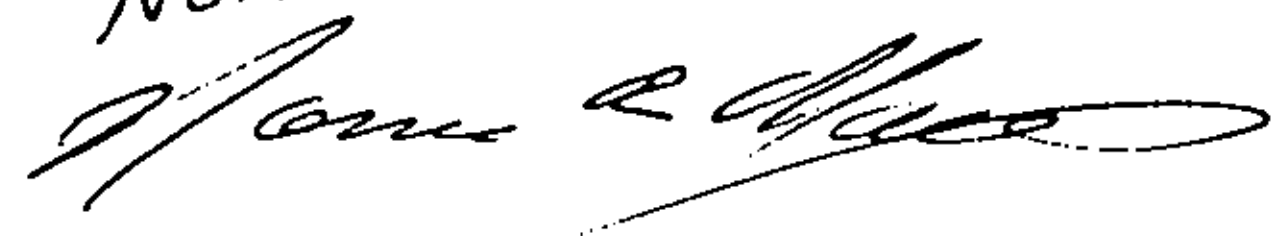
PROPERTY TO SOUTH OWNED BY CITY OF FAYETTEVILLE (FAY PUBLIC WORKS)  
1475 CATO SPRINGS RD 72701

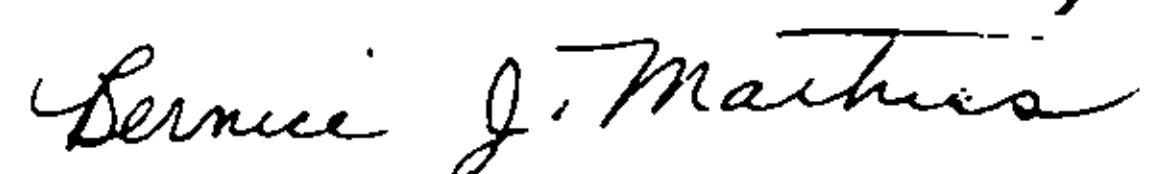
Nov. 14<sup>th</sup>, 2002

We feel that zoning requested is in line with the City's Mixed Use Agenda.

The close proximity to the University of Arkansas and four lane Razorback Road extension will make property attractive and affordable to students.

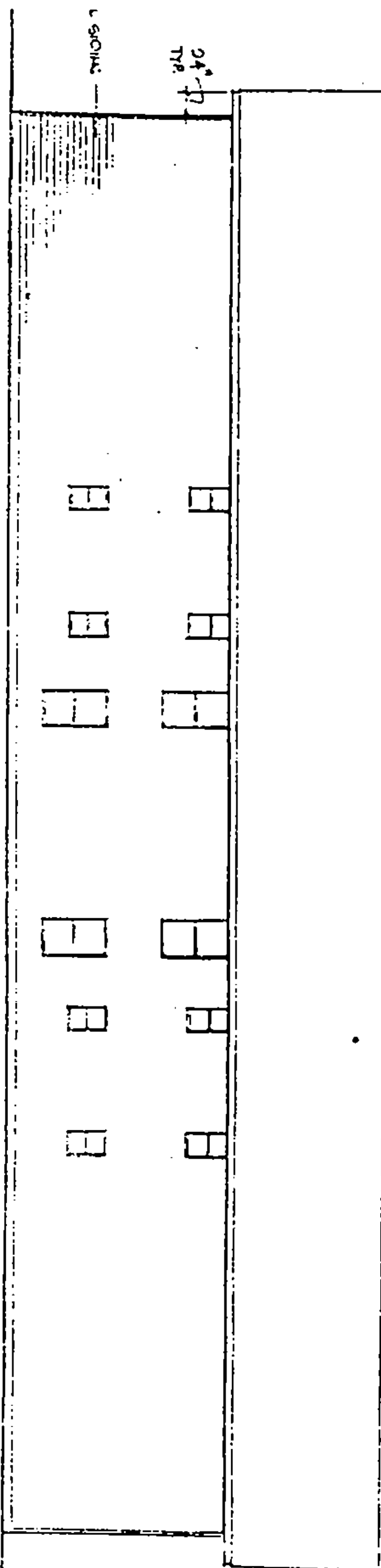
We are small landlords and manage properties ourselves and take pride in making properties an asset to the City of Fayetteville.

Norman R. Moulden  


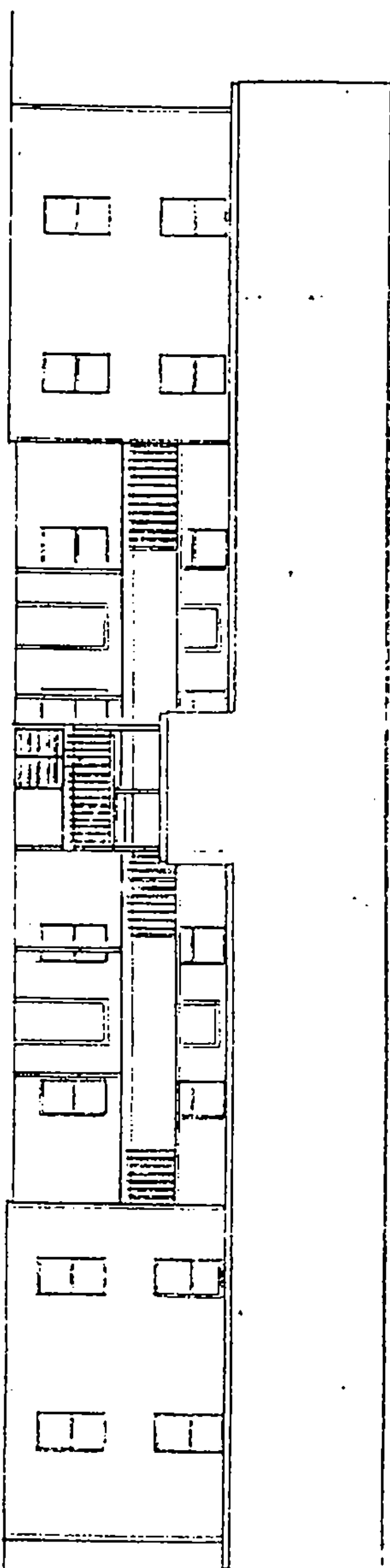
Bernice J. Mathias  




# Building Sketch (side elevation)



REAR ELEVATION SCALE:  $\frac{1}{8}'' = 1' - 0''$



FRONT ELEVATION SCALE:  $\frac{1}{8}'' = 1' - 0''$

NORMAN F

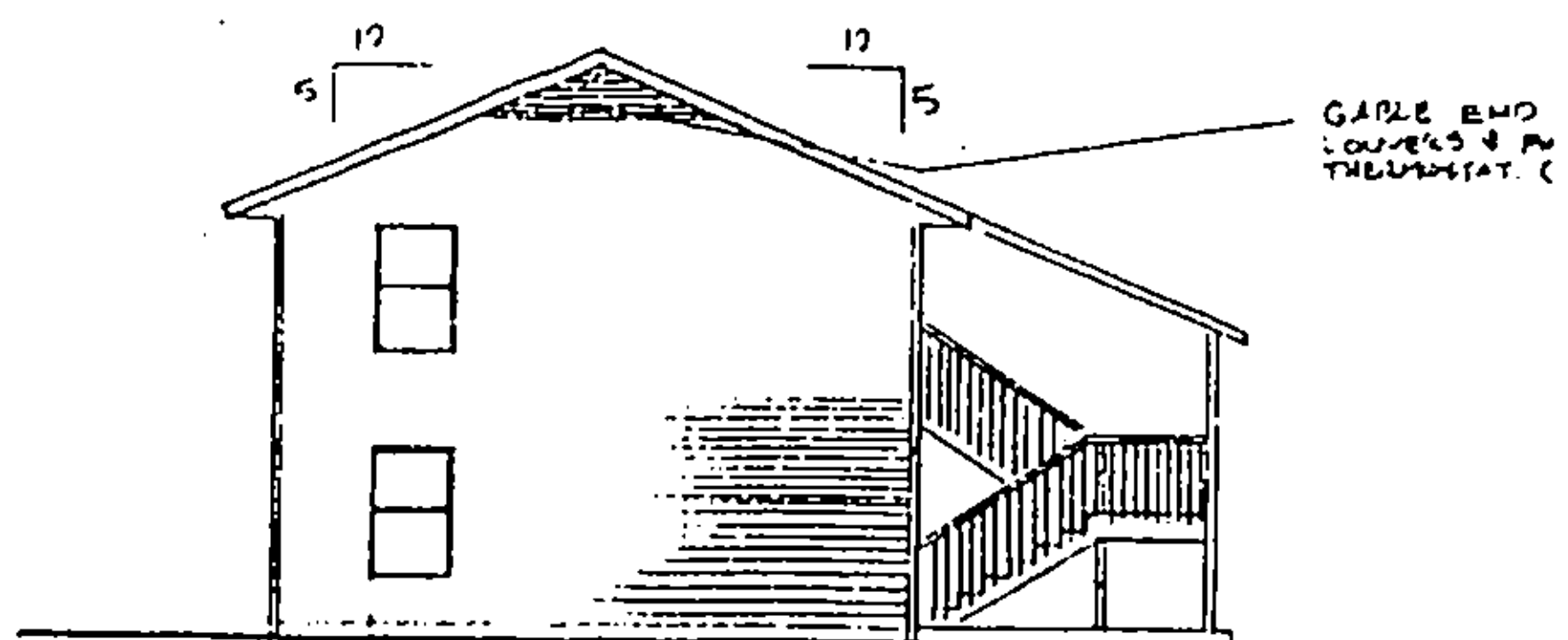
# Building Sketch (end view)



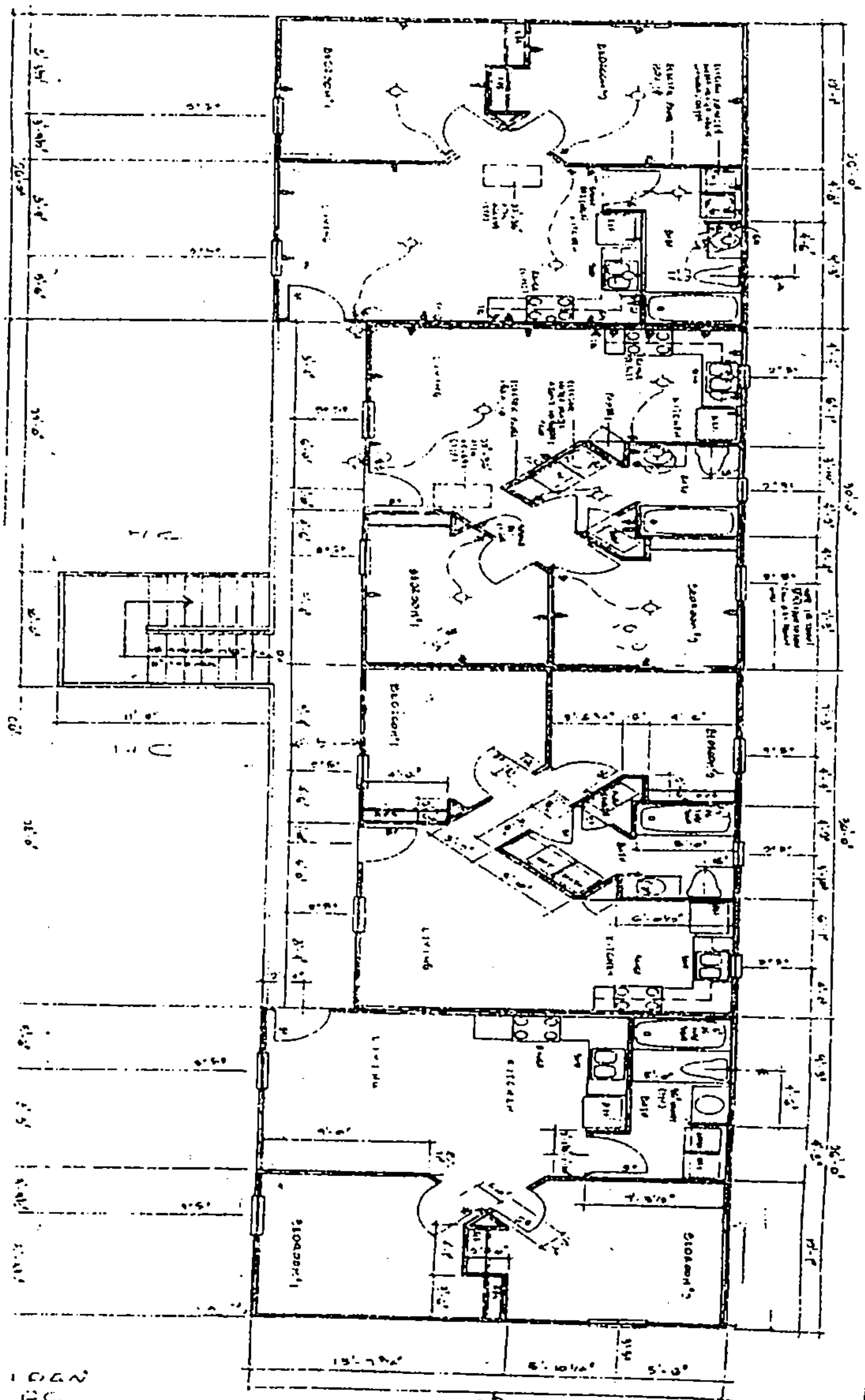
FLOOR PLAN (TYPICAL) SCALE:  $\frac{1}{4}" = 1' - 0"$

|              |              |
|--------------|--------------|
| FIRST FLOOR  | 2500 SQ. FT. |
| SECOND FLOOR | 2500 SQ. FT. |
| TOTAL        | 5000 SQ. FT. |

39 ft  
43 ft



LEFT ELEVATION SCALE:  $\frac{1}{8}" = 1' - 0"$



10'-0" x 12'-0"

10'-0" x 10'-0"

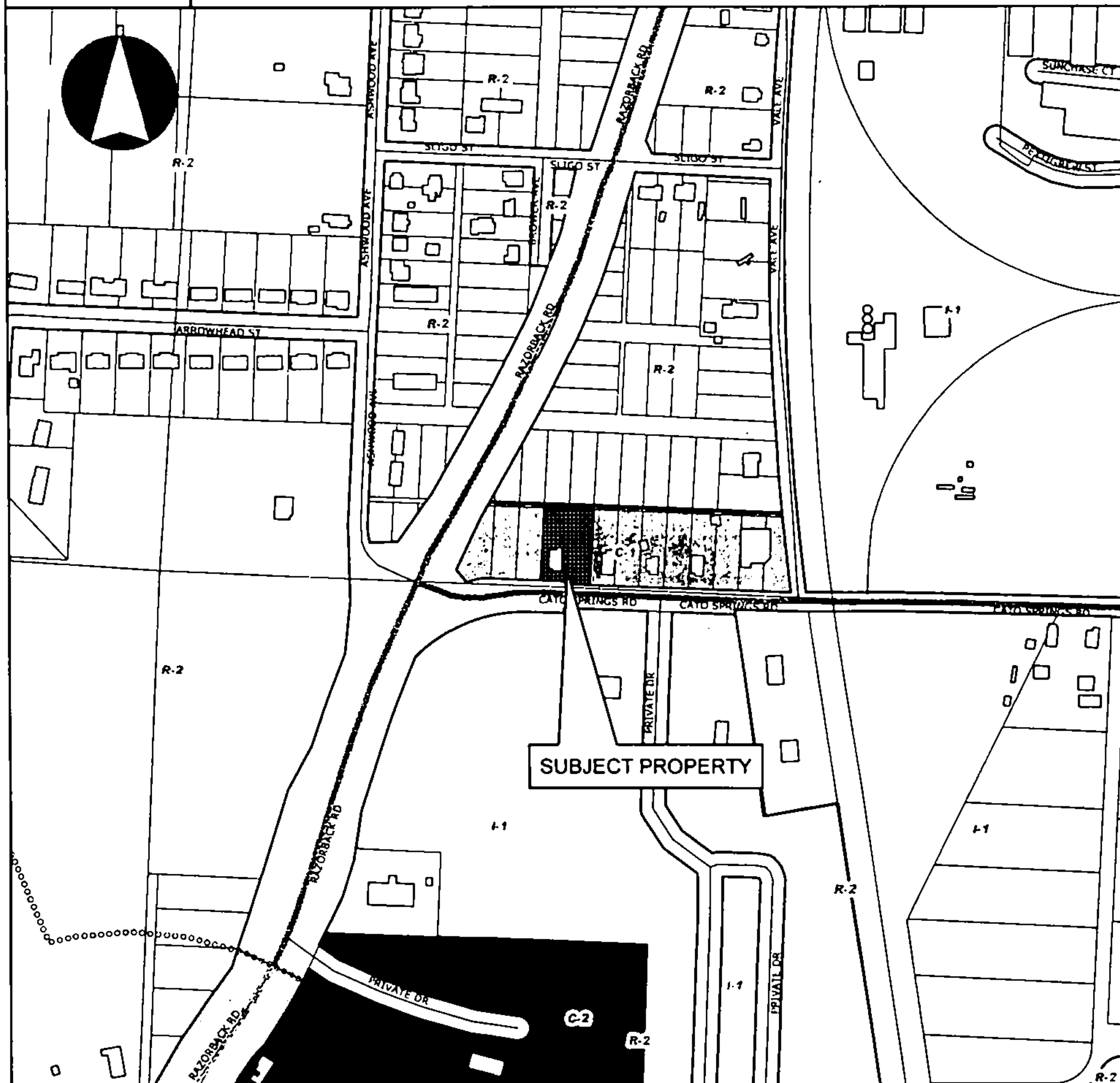
10'-0" x 10'-0"



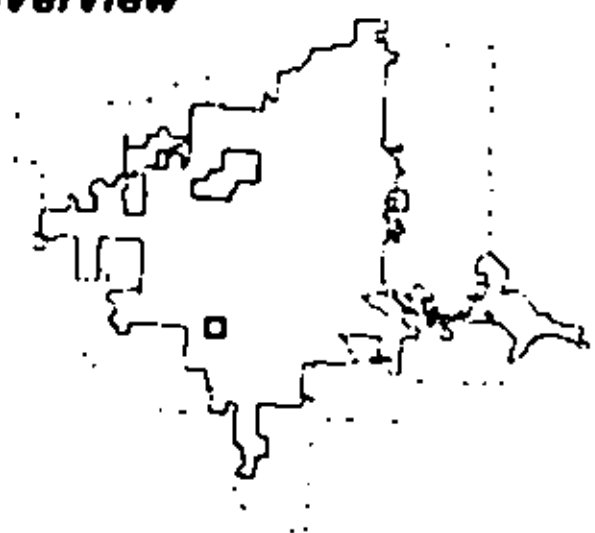
RZN02-41.00

Close Up View

# MOLDEN



## Overview



### Legend Subject Property

RZN02-41.00

### Streets

Existing  
 Planned

### Boundary

Planning Area  
 Overlay District  
 City Limits  
 Outside City

### Master Street Plan

Freeway/Expressway  
 Principal Arterial  
 Minor Arterial  
 Collector  
 Historic Collector

0 125 250 500 750 1,000 Feet



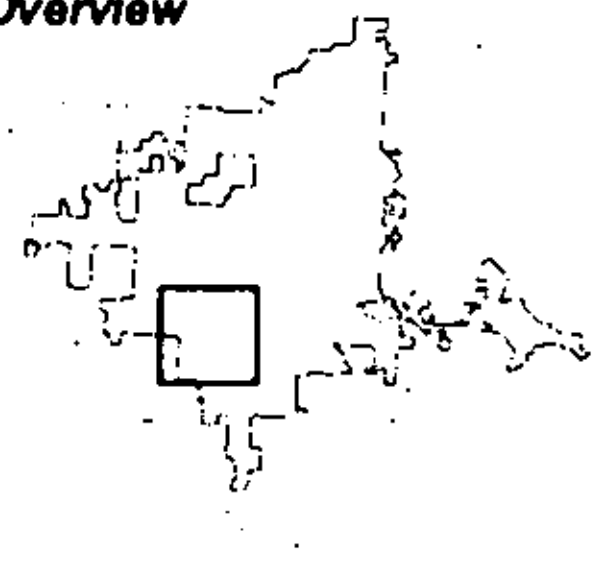
RZN02-41.00

One Mile View

# MOLDEN



## Overview



## Legend

**Subject Property**

RZN02-41.00

## Streets

Existing

Planned

## Boundary

Planning Area

Overlay District

City Limits

Outside City

## Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

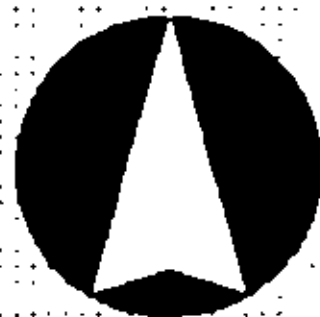
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

RZN02-41.00

Future Landuse

# MOLDEN



ARROWHEAD ST

ASHWOOD AVE

Residential

LAOWER AVE

RZORBACK RD

Mixed Use

Mixed Use

SUBJECT PROPERTY

CATO SPRINGS RD

CATO SPRINGS RD

CATO SPRINGS RD

ASHWOOD AVE

RZORBACK RD

Regional Commercial

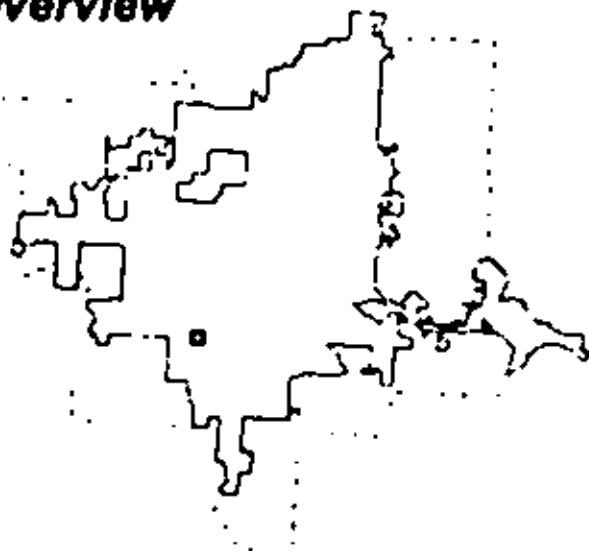
PRIVATE DR

PRIVATE DR

## Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

## Overview



## Legend

### Subject Property

RZN02-41.00

### Streets

- Existing
- Planned

### Boundary

- Planning Area
- Overlay District
- City Limits

0 75 150 300 450 600 Feet

**RZN 02-41.00: Rezoning (Moulden, pp 599/638)** was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

Aviles: The second item on our agenda this evening is RZN 02-41.00 that was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. Shelli, would you give us the staff report please?

Rushing: Yes Ma'am. This property is located on the north side of Cato Springs Road. It is on the east side of Razorback Road. It is approximately .33 acres. Right now there is a condemned house on the lot. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road contain single-family residential uses and there is a public utility facility across the street. The applicant does have a contract for sale of the property contingent upon this rezoning request. The buyer is proposing to construct an eight unit apartment building and they are requesting the R-2 in order to permit the eight unit apartment building. Staff is recommending denial of this requested rezoning. A couple of reasons for that are that number one the proposal is not consistent with the Future Land Use Plan. It shows this area as mixed use. The proposed development is not a mixed use development. Further, it does not compliment the surrounding single-family uses that are on either side of this property. Second, the surrounding land uses are all one story single-family uses and the proposed two story multi-family development would significantly change the character of this neighborhood. Third, the property does need to remain a C-1 zoning at this time. There is very little C-1 zoning in this portion of the city. We identified only three other areas where as there are numerous areas of R-2 zoning in this particular portion of the city and we do find that this particular rezoning isn't warranted at this time.

Aviles: Thank you Shelli. Is the applicant present?

Moulden: Yes.

Aviles: Would you like to make a presentation?

Moulden: Yes.

Aviles: Come forward and tell us your name please.

Moulden: My name is Norman Moulden and I have contacted to the east, west, and north all the owners of the property. To the north of the property is all zoned R-2 right now. There is a large parcel of land. The only part, as you can see on your map, is right along Cato Springs. The lots that I am asking to be rezoned are not corner lots.



There are two and a half lots between me and the corner bordering Razorback Road. There is R-2 behind it, a large parcel right now that will more than likely be residential apartments. Realistically with the cement plant close and the sewer and water department across the street the property that I am wanting to build on has a burned out house that has been sitting for quite some time on it that has been a problem with the city. The house next to it Mr. Fields owns. His mother lives in the house next to him and neither one of them have any reservations about it going R-2 or about there being apartments there. Mr. and Mrs. Watson own the property to the north and it is R-2 and they have no reservations. Razorback Road, between it and some rental property on Razorback Road. Realistically, it is not a place that anybody is going to build commercial that is going to add to the tax structure of the city because of the low traffic and the location. There is no visibility from main roads and it does fit with our Land Use Plan in that it would be ideal for student rental is what I am trying to stay with. I do have some student rental now and I have real good luck with students. Students are the politest renters you can find. They might try to do something but if you tell them not to they don't. They are as good of renters as you can find that I have found. That is my plans for it. My wife and I take care of all our own property, we have very few rentals. We mow our own, keep it up, landscape it. When other people are sitting and watching T.V. we drive by our rental property and make sure there are no problems going on. I think it would be an asset to the city but I realize that is your decision. I also talked with Mr. Eoff that has the property to the north, Robert Eoff, and he has no problems with it being R-2 either. As far as the people that live in the area, they have no problems with it and as far as it being good for commercial there is really not a whole lot that could go in there that would benefit anybody. I appreciate it. Are there any questions?

Aviles: Thanks Mr. Moulden, we will bring you back up after we have taken public comment. Shelli, did we have any comments from any neighbors regarding this rezoning proposal?

Rushing: We did not.

Aviles: Ok, thanks. Is there any member of the audience that would wish to address us on this rezoning this evening? Seeing none, I will go ahead and bring the discussion back then to the applicant and to the Planning Commission.

Ward: I know that the staff recommends denial but I have been down there. The property is definitely an eye sore now. I definitely do not see this property ever going C-1, Neighborhood Commercial, or it won't be in a long time. I think the best use for this property at this time is R-2. I don't see Commercial being developed down there at any time real quick because of the way it is set up. Maybe even Industrial is not real good either. That is my take on it. I will go ahead and make a recommendation that we approve RZN 02-41.00 and do the rezoning with the idea that there will be eight units on this .33 acres. I think it is a very small piece of land



that we are actually talking about here. It is not like we are rezoning 30 acres R-2. It is a very, very small piece of property. I think it is something that will improve the looks of the property down there and I definitely don't see C-1 being viable for the near future.

Aviles: I have a motion for approval and recommendation of the rezoning by Commissioner Ward, is there a second?

Estes: Madam Chair, I like Commissioner Ward, take staff recommendations very seriously and study those recommendations very carefully. However, within these circumstances, although single-family residents do exist within close proximity of the property the C-1 zoning will not accommodate additional R-1 and it is not probable that the property would develop as C-1. The proposed rezoning will result in redevelopment of a deteriorating area. It is for these reasons that I would second Commissioner Ward's motion.

Aviles: I have a motion by Commissioner Ward and a second by Commissioner Estes. Is there further discussion?

Bunch: As far as the findings of fact that we must make, finding number one says multi-family is not compatible with surrounding land uses and does not meet the intent of the zoning ordinance. I have a little difficulty with that since the piece of property that adjoins it to the north is R-2 and the request is to change to R-2, which would be compatible with the property to the north so as we make the motions and second them do we need to reflect the findings of change and the findings of fact?

Aviles: I think that is appropriate since we are not in the habit of going against the staff's recommendation but would more rather clarify the position and possibly for the edification of the City Council members as they review this rezoning request.

Williams: I don't think you would change the findings of staff because that is still the findings of the staff. You certainly should address them and say why maybe you disagree but I don't think you really can change the findings of staff. That is still their findings.

Aviles: Commissioner Bunch, did you have anything to add to that?

Bunch: Not at this time.

Aviles: I will weigh in on the mixed use issue. In our Land Use Plan I found it very helpful to refer to that in our deliberations on the Planning Commission. As far as setting a precedent on the waiver or going without the General Plan, I think that we are following in line with our general view of rezonings that we hold commercial to the primary intersections, we step that back to multi-family and then step that back again to single-family. I would echo the other Commissioners thoughts along those

lines and say that the finding of the General Land Use Plan would be in line with previous rezoning approvals. Is there anybody else that would like to weigh in this evening? I have a motion and a second. Renee, would you call the roll please?

**Roll Call:** Upon the completion of roll call the motion to forward RZN 02-41.00 to the City Council with a recommendation for approval was approved by a vote of 7-0-0.

Aviles: Thank you, the motion carries unanimously. Tim, is there any further business?

Conklin: There is no further business. We will see you next year.

Aviles: Ok, thank you. I would like to wish everybody a Happy Holiday Season and with that we are adjourned.

## STAFF REVIEW FORM

MEETING TIME  
C. 1. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Kit Williams

City Attorney

Legal

Name

Division

Department

**ACTION REQUIRED** An Ordinance to Repeal §32.02 Meetings. of the Code of Fayetteville  
and to Declare an Emergency

**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

1/8/03

City Attorney

Date

Internal Auditor

Date

ADA Coordinator

Date

Purchasing Officer

Date

**STAFF RECOMMENDATION:****CROSS REFERENCE**

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

1/8/03New Item: **Yes** No

Previous Ordinance/Resolution No.: \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO REPEAL §32.02 MEETINGS OF  
THE CODE OF FAYETTEVILLE AND TO DECLARE  
AN EMERGENCY

**WHEREAS**, the City Council of the City of Fayetteville, Arkansas sets its meeting time, date, and substitute date within its Rules of Order and Procedure so that §32.02 of the Fayetteville Code is superfluous and partially inconsistent with the Rules of Order and Procedure.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals **§32.02 Meetings.** of the Fayetteville Code in its entirety.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby determines that with the passage of a Resolution to amend its Rules of Order and Procedure to begin its meetings at 6:00 P.M. (rather than 6:30 P.M. pursuant to §32.02), it is necessary for the preservation of public peace, health and safety that this ordinance become effective immediately upon its passage to ensure City Council actions taken before 6:30 P.M. during the next two City Council meetings cannot be challenged. Therefore, the City Council hereby declares this ordinance being necessary to preserve the public peace, health, and safety, an emergency is declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

**DRAFT**  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk

## STAFF REVIEW FORM

DICKSON ST. ENHANCE  
C. 2 Page 1

AGENDA REQUEST  
☒ CONTRACT REVIEW  
GRANT REVIEW

Dabled to the  
February 18, 2003For the Fayetteville City Council meeting of January 21, 2003

FROM:

City Council Meeting

Sid Norbash  
NameEngineering  
DivisionPublic Works  
Department

ACTION REQUIRED: Approval of the C.O. #5 A or C.O.#5B or C.O.# 5C (Council to choose one of the alternatives) to the construction contract with Township Builders, Inc., for Dickson Street Enhancement Project.

## COST TO CITY:

\$208,924(A) or \$152,312(B)  
or \$18,788(C)  
Cost of this Request\$3,112,923  
Category/Project BudgetDickson St. Enhancements Project  
Category/Project Name4470-9470-5809.00  
Account Number\$2,778,847  
Funds Used To DateStreet Improvements  
Program Name98097-0020  
Project Number\$ 334,076  
Remaining BalanceSales Tax  
Fund

## BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached (to be furnished)

Budget Coordinator

Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

## GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of one of the alternatives.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes ☐ No ☒

Administrative Services Director

Date

Prev Ord/Res #: 52-02

Mayor

Date

Orig Contract Date: 3-19-2002Orig Contract Number: 838

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

---

To: Fayetteville City Council

Thru: Dan Coody, Mayor  
Greg Boettcher, PWD  
Jim Beavers, City Engineer

From: Sid Norbash, Staff Engineer *SN*

Date: January 8, 2003

Re: **Dickson Street Enhancement Project**  
**Change Order #5 or to the construction Contract**

### Background:

The above referenced project is a Capital Improvement Project in progress, which is scheduled for construction completion in 2003.

### Change of Scope:

The original bid quantity of item # 37 was underestimated by the project consultant, Atkins Engineers. In order to finish out the intersections of Dickson Street and the crossing streets, a change order to this contract is needed.

Attached please find Change Order #5, with three alternatives, and the supporting documents containing the description and the breakdown of each option.

### Recommendations:

The Staff recommends approval of one of the following Alternatives:

#### (1) Brick Pavers Alternative

Change Order #5A to the existing contract with Township Builders, Inc., for a cost increase in the amount of **\$208,924.00**

#### (2) Stamped Concrete Alternative

Change Order #5B to the existing contract with Township Builders, Inc. in the amount of **\$152,312.00.**

#### (3) Asphalt Surface Alternative

Change Order #5C to the existing contract with Township Builders, Inc. in the amount of **\$18,788.00.**

### Funding:

Sales Tax Funds. If Alternate "A" is chosen the remaining balance of contingency amount will be \$50,451.18

SN/sn

Attachments: Change Order #5 A,B,& C Alternatives



CHANGE ORDER NO. 5  
Option "A"

Project Title: Downtown Dickson Enhancement Project

Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002

Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Item #37 (Brick Pavers) to be increased by  
17,400 S.F @ \$10.50 S.F. \$182,700

Bid Item #12 (Class 7 Base) to be increased  
by 1,192 @ 22.00 per ton. \$ 26,224

**Net Increase in the contract amount** \$208,924

**Justifications:**

The original quantities were under estimated as indicated on the  
bid form by Atkins/Benham.

|                                             |                       |
|---------------------------------------------|-----------------------|
| Original Contract Price:                    | <u>\$2,948,590.30</u> |
| As adjusted by previous changes:            | <u>\$3,033,686.80</u> |
| This C.O. will <b>increase</b> contract by: | <u>\$ 208,924.00</u>  |
| The new contract price will be:             | <u>\$3,242,610.80</u> |

**CHANGE TO CONTRACT TIME**

60 calendar days will be added to the contract time, therefore  
the substantial completion date will be changed from May 28, 2003  
to July 27, 2003. The full completion date will be changed from  
September 13, 2003 to November 12, 2003.

**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner  
if it changes the scope or objective of the project, or as may  
otherwise be required under the terms of the General Conditions  
of the Contract.

Requested by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_ date \_\_\_\_\_

CHANGE ORDER NO. 5  
Option "B"

Project Title: Downtown Dickson Enhancement Project

Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002

Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Stamped Concrete 17,400 S.F.  
@ \$8.00 per square foot \$139,200

Bid Item 12 to be increased by 596 Tons  
Aggregate Base @ \$22.00 per ton \$ 13,112

**Net Increase in the contract amount** \$152,312

**Justifications:**

The original quantities were under estimated as indicated on the bid form by Atkins/Benham.

|                                             |                       |
|---------------------------------------------|-----------------------|
| Original Contract Price:                    | <u>\$2,948,590.30</u> |
| As adjusted by previous changes:            | <u>\$3,033,686.80</u> |
| This C.O. will <b>increase</b> contract by: | <u>\$ 152,312.00</u>  |
| The new contract price will be:             | <u>\$3,185,998.80</u> |

**CHANGE TO CONTRACT TIME**

25 calendar days will be added to the contract time, therefore the substantial completion date will be changed from May 28, 2003 to June 22, 2003. The full completion date will be changed from September 13, 2003 to October 8, 2003.

**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the General Conditions of the Contract.

Requested by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_ date \_\_\_\_\_

CHANGE ORDER NO. 5  
Option "c"

Project Title: Downtown Dickson Enhancement Project

Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002

Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Bid Item #12 (Aggregate Base) to be increased  
by 190 Tons @ \$22.00 per Ton \$ 4,180

Bid Item #14 (Tack Coat) to be increased by  
156 Gallons @ \$2.00 per Gallon \$ 312

Bid Item #16 (2" ACHM Surface Course) to be  
increased by 217 Tons @ \$50.00 per Ton \$ 10,850

Bid Item #17 (Cold Mill) to be increased by  
1934 S.Y. @ \$5.00 per S.Y. \$ 9,670

**Reduction to the contract:**

Bid Item #1 ( Remove and dispose of asphalt)  
to be reduced by 1556 S.Y. @ 4.00 per S.Y. \$ 6,224

**Net Increase in the contract amount** \$ 18,788

**Justifications:**

The original quantities were under estimated as indicated on the  
bid form by Atkins/Benham.

|                                             |                        |
|---------------------------------------------|------------------------|
| Original Contract Price:                    | \$ <u>2,948,590.30</u> |
| As adjusted by previous changes:            | \$ <u>3,033,686.80</u> |
| This C.O. will <b>increase</b> contract by: | \$ <u>18,788.00</u>    |
| The new contract price will be:             | \$ <u>3,052,474.80</u> |

**CHANGE TO CONTRACT TIME**

10 calendar days will be added to the contract time, therefore  
the substantial completion date will be changed from May 28, 2003  
to June 7, 2003. The full completion date will be changed from  
September 13, 2003 to September 23, 2003.



**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the General Conditions of the Contract.

Requested by \_\_\_\_\_

Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_

Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_

date \_\_\_\_\_



Downtown/Dickson Enhancement Project, Inc.  
P.O. Box 3573  
Fayetteville, Arkansas 72702  
501-571-3337 Fax: 571-4297

**Downtown/Dickson  
Enhancement  
Project, Inc.**

# Memo

**To:** Sid Norbash and Jim Beavers  
**From:** Bootsie Ackerman  
**CC:**  
**Date:** January 7, 2003  
**Re:** Dickson Street Intersections

---

I am in receipt of your letter dated December 26, 2002. I have consulted with the DDEP Design Committee leadership and would ask that you please note the following preference of options for treatment of intersections on Dickson Street, as you requested.

1. Brick Pavers

The options of stamped concrete and asphalt overlay within the intersection boundaries would be the least desirable options. Those option are inconsistent with the aesthetic expectation of both DDEP and the public. We understand the financial constraints involved and are hopeful that the long-term benefit of more attractive materials will be considered.

NS

RECEIVED  
DEC 27 2002

117 Parkwood  
Lowell, AR 72745

Telephone 479.770.5800  
Fax 479.770.5801

info@atkinsamericas.com  
www.atkinsamericas.com

December 27, 2002

Mr. Jim Beavers, P.E.  
City of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

RE: Dickson Street Intersection

Dear Jim:

The relative costs of the concrete brick pavers, the stamped concrete, and an asphalt overlay are given in the table below.

| Options  | Bid Item | Materials             | Quantity | Unit | Unit Price     | Cost         |
|----------|----------|-----------------------|----------|------|----------------|--------------|
| Pavers   | 37       | Concrete Pavers       | 17400    | Ton  | 10.50 to 11.00 | \$189,449.50 |
|          | 12       | Aggregate Base Course | 1192.2   | Ton  | \$22.00        | \$26,228.99  |
|          |          |                       |          |      | Total          | \$215,678.49 |
| Concrete | NA       | Stamped Concrete      | 17400    | SF   | \$8.00         | \$139,200.00 |
|          | 12       | Aggregate Base Course | 596      | Ton  | \$22.00        | \$13,114.00  |
|          |          |                       |          |      | Total          | \$152,314.00 |
| Asphalt  | 16       | 2" Asphalt Overlay    | 217      | Ton  | \$50.00        | \$10,827.00  |
|          | 17       | Cold Mill             | 1934     | SY   | \$5.00         | \$9,670.00   |
|          | 12       | Aggregate Base        | 190      | Ton  | \$22.00        | \$4,175.00   |
|          | 14       | Tack Coat             | 96       | Gal  | 2.00           | \$192.00     |
|          |          |                       |          |      | Total          | \$24,864.00  |

The total area for the intersections is 17,400 square feet. The asphalt overlay price is based on the bid price of \$50.00 per ton for a 2" overlay. The cost of milling that area is not included in the overall project cost because the intersections had to be cut out to accommodate the 16 inch depth for the pavers and aggregate base.

The contractor may argue that his unit price to install asphalt should be more than the bid price for the street overlay due to the smaller quantity and more difficult installation.

The asphalt overlay price is based on milling the old asphalt where necessary and replacing with a two inch overlay. This means that the structural integrity of the intersection would be dependent on the existing material below the proposed overlay. The concrete paver plan required the removal of sixteen inches of material in the intersections and replacement with compacted base and pavers. In our opinion, this new structural system would be better than overlaying the existing materials.

The compaction of the two inch overlay against the concrete band will be critical to the success of an asphalt intersection. Otherwise, wheel loads transferring from the concrete band may push or roll the asphalt away from the concrete band.

We believe that there will be some loss of pedestrian security if asphalt is used. The visual awareness of the pedestrian area would be much more apparent to vehicle operators if the large intersection were of a different material than the street.

The most significant change would be aesthetic. The sense of history, character, and uniqueness from the brick pavers will be lost if asphalt is used.

Brick pavers or concrete will need to be used as the base for the razorback emblem of Arkansas Avenue.

I trust this provides the information you requested.

Sincerely,



Gary Carnahan, PE  
Manager



im000348.jpg (1200x1600x24b jpeg)



**Intersection of Garland & Maple**

lm000304.jpg (1600x1200x24b jpeg)



Intersection of Garland & Maple

**There will be additional information on this item for the Council  
as part of the presentation at the agenda setting session.**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 50: GARBAGE AND TRASH, OF THE CODE OF FAYETTEVILLE, TO ADOPT A RESIDENTIAL CART EXCHANGE FEE.

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

Section 1. That §50.40(A) Rates for Services: Residential Service, Code of Fayetteville is hereby amended by inserting the following at §50.40(A)(4):

**§50.40 Rates for services.**

**(A) Residential service.**

(4) If at any time after May 15, 2003, a residential customer wishes to exchange to a larger residential garbage cart size, the customer shall be assessed a twenty dollar (\$20.00) cart exchange fee. No fee shall be assessed for customers wishing to exchange to a smaller cart.

PASSED and APPROVED this 21<sup>ST</sup> day of January, 2003.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

HEATHER WOODRUFF, City Clerk

DRAFT



## STAFF REVIEW FORM

## **XX Agenda Request**

## Contract Review

## Grant Review

For the Fayetteville City Council Meeting of: December 17, 2002

**FROM:**

**Brian Pugh**  
Name

**Solid Waste and Recycling**  
**Division**

**General Services**  
Department

**ACTION REQUIRED:** Approve resolution establishing a fee to residential customers for exchanging trash carts for a larger size cart, no charge for changing to a smaller size cart.

**COST TO CITY:**

\$0  
Cost of this Request

Category/Project Budget

### Cart Exchange Fee

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:**

Maisha Farthing 11/26/22  
Accounting Manager Date

|                 |      |
|-----------------|------|
| ADA Coordinator | Date |
|-----------------|------|

 11/26/02  
City Attorney Date

Nancy Smith      11/26/02  
Internal Auditor      Date

Price 11/26/02  
Purchasing Officer Date

**STAFF RECOMMENDATION: Approve Resolution**

Division Head  
  
Department Director

Date  
11-25-02  
Date

### Cross Reference

  
Administrative Services Director

11-25-02  
Date,

**New Item:**    **Yes**   **No**

  
Mayor

11/27/02  
Date

Prev Ord/Res #: \_\_\_\_\_

Orig Contract Date: \_\_\_\_\_

**STAFF REVIEW FORM**

Description: Cart Exchange Fee

Meeting Date \_\_\_\_\_

Comments:

Reference Comments:

Budget Coordinator

---

---

---

Accounting Manager

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City Attorney

---

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Purchasing Officer

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ADA Coordinator

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Internal Auditor

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To: Gary Dumas

From: Brian Pugh

Date: Monday, November 25th, 2002

Subject: Cart Exchange Fee

---

**Background:**

A cart exchange fee is designed to recover costs associated with exchanging carts for residential customers who feel they have the wrong size cart for their trash volumes.

**Discussion:**

**Justification for fee-**

This fee is proposed in an effort to limit the number of residents changing cart sizes. There should be no fee if a resident want to change to a smaller cart in order to promote waste reduction.

- Many communities with Volume Based programs, like Fayetteville, have similar fees associated with changing cart sizes.
- The fee will be collected to offset the costs of staff labor, equipment and time involved with changing the cart. Sending an employee to change out the carts will affect the responsibilities of the Residential Collections Crew leader by requiring him to perform the activity, which will amount to approximately 30 minutes per change out. If residents are continually requesting changes then 10 requests a day will account for half of his work day.
- The fee will also offset the cost of maintaining correct inventory of carts. Staff time will need to be allotted to record and maintained correct counts of the number of each size cart. Based on references from other cities who have implemented a cart program most of the requests for cart changes will occur in the first 90 days of the new program.

**Recommendation:**

Implement an exchange fee of \$20 to cover costs of upgrading cart sizes while not instituting a fee for an exchange to a smaller cart. We recommend giving residents a one time chance, at no charge, to change their cart size after the initial delivery of the carts for a period ending 5/15/02.

---

Solid Waste and Recycling Division  
1560 Happy Hollow Road.  
Fayetteville, Arkansas 72701

Telephone: 479-575-8398  
Fax: 479-444-3478  
Email: bpugh@ci.fayetteville.ar.us



TRASH CARTS  
A. 5. Page 4

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## TENTATIVE AGENDA CITY COUNCIL JANUARY 21, 2003

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

### A. CONSENT

1. APPROVAL OF THE MINUTES
2. BEVERAGE CONTAINERS: A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.
3. CDBG: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.
4. HABITAT FOR HUMANITY: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.
5. TRASH CARTS: A resolution establishing a fee to residential customers for exchanging trash carts for a larger size cart. No charge for changing to a smaller size cart.

*Needs to be an ordinance*

### B. OLD BUSINESS

1. RZN 02-40.00: An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.

2. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

**C. NEW BUSINESS**

1. **MEETING TIME:** An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.
2. **DICKSON ENHANCEMENT:** A resolution approving Change Order #5 to the construction contract with Township Builders, Inc. for Dickson Street Enhancement Project.
3. **PUBLIC ACCESS:** A resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.
4. **NEW WORLD:** A resolution approving a standard software maintenance agreement with New World Systems, Inc. for a period of three years; and authorizing the Mayor and City Clerk to execute said contract.
5. **HANSEN:** A resolution to approve the Service and Maintenance Fees with Hansen Information Technologies for 2003.
6. **CITY ORGANIZATIONAL CHART:** An ordinance amending §33.001 City Organizational Chart.



For the Fayetteville City Council meeting of: January 21, 2003

## FROM:

Dan Coody

Name

Division

Mayor's Office

Department

**ACTION REQUIRED:** Approve resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session

## COST TO CITY:

na

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\_\_\_\_  
ADA Coordinator\_\_\_\_  
Date\_\_\_\_  
City Attorney\_\_\_\_  
Date\_\_\_\_  
Internal Auditor\_\_\_\_  
Date\_\_\_\_  
Purchasing Officer\_\_\_\_  
Date\_\_\_\_  
DateSTAFF RECOMMENDATION: Approve resolution\_\_\_\_  
Division Head\_\_\_\_  
Date

Cross Reference

\_\_\_\_  
Department Director\_\_\_\_  
Date

New Item: XXXXX Yes      No

\_\_\_\_  
Administrative Services  
Director\_\_\_\_  
DatePrev Ord/Res #:  
Orig Contract Date:\_\_\_\_  
Mayor\_\_\_\_  
Date



Page 2

STAFF REVIEW FORM

Description

Meeting Date

Comments:

Reference Comments:

Budget Coordinator

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Accounting Manager

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City Attorney

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Purchasing Officer

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ADA Coordinator

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Internal Auditor

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# ***FAYETTEVILLE***

## ***THE CITY OF FAYETTEVILLE, ARKANSAS***

### **DEPARTMENTAL CORRESPONDENCE**

To: Mayor and City Council

From: Gary Dumas

Date: January 3, 2003

Subject: Beverage Container Deposit Legislation – Resolution of Support

The Arkansas Municipal League is sponsoring legislation which would implement a beverage container deposit requirement.

This proposed bill is within the League's packet of proposed legislation on page 28. The propose language was prepared by the State Legislative Services Bureau. The City or the League may continue to propose additional modifications to the current language.

This resolution will indicate the support of the City of Fayetteville for litter reduction laws and will indicate the City's continuing interest in implementing appropriate beverage container deposit regulation.

# **Proposed Legislation for the 2003 Session of the Arkansas General Assembly**



**Arkansas Municipal League**



## FOREWARD

This booklet contains drafts of proposed legislation for presentation to the 2003 Regular Session of the Arkansas General Assembly.

The proposed legislation in this booklet will be presented to the 2003 Regular Session of the Arkansas General Assembly on behalf of the 496<sup>1</sup> member municipalities of the Arkansas Municipal League. These "bills" are a product of a lengthy and democratic process involving local officials as well as members of the general public. These bills were generated, reviewed, debated and amended by various municipal advisory councils, pursuant to resolutions passed at the League's 68th Annual Convention and during several League Executive Committee meetings. Throughout this process, an effort has been made to solicit as much input as possible from local officials and municipalities.

We encourage city and town officials to present these bills to their state senators and representatives.

We thank the numerous municipal officials and legislators who listened, suggested and considered the ideas contained in this booklet. Finally, we encourage your suggestions and continuing input as we strive for a productive and positive legislative session.

Don A. Zimmerman  
Executive Director

Mark R. Hayes  
General Counsel

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<sup>1</sup>There are a total of 500 incorporated cities and towns in Arkansas of which 496 are members of the Arkansas Municipal League.

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| An act to amend Arkansas Code § 14-200-101 to restructure municipal franchise fees assessed against electrical utilities; and for other purposes                                                                                          | 3  |
| An act to amend Arkansas Code § 14-43-312 to clarify the procedure for staggering the four-year terms for alderman in cities of the first class with less than fifty thousand (50,000) inhabitants; and other purposes                    | 6  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |
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Stricken language would be deleted from and underlined language would be added to the law as it existed  
prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

111520020835  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 26-35-902 TO  
10 PROHIBIT THE USE OF THE COMMON FUND OR  
11 SUBSTANTIAL BENEFIT THEORY AS A BASIS FOR  
12 AWARDING ATTORNEYS' FEES IN ILLEGAL EXACTION  
13 SUITS; AND FOR OTHER PURPOSES.  
14

### Subtitle

15 AN ACT TO PROHIBIT THE USE OF THE COMMON  
16 FUND OR SUBSTANTIAL BENEFIT THEORY AS A  
17 BASIS FOR AWARDING ATTORNEYS' FEES IN  
18 ILLEGAL EXACTION SUITS.  
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22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

23  
24 SECTION 1. Arkansas Code § 26-35-902(a), authorizing the award of  
25 attorneys' fees in illegal exaction suits, is amended to read as follows:

26 (a)(1)(A) It is the public policy of this state that a circuit and  
27 ~~chancery court~~ court may, in meritorious litigation brought under Arkansas  
28 Constitution, Article 16, § 13, in which the court orders any county, city,  
29 or town to refund or return to taxpayers moneys illegally exacted by the  
30 county, city, or town, apportion a reasonable part of the recovery of the  
31 class members to attorneys of record and order the return or refund of the  
32 balance to the members of the class represented.

33 (B) Subdivision (a)(1) of this section applies only to  
34 causes of action filed before the effective date of subdivision (a)(2) of  
35 this section.

36 (2)(A) In suits brought under Arkansas Constitution, Article 16,

1 § 13, a trial court may award reasonable attorneys' fees and costs to the  
2 attorneys of record for a taxpayer and class members if the taxpayer is the  
3 prevailing party and the trial court orders the taxing entity to refund to  
4 the taxpayer and class members the taxes illegally exacted.

5 (B) The trial court may base an award of attorneys' fees on  
6 factors that include the experience of the attorney, time spent litigating  
7 the issues, the amount in controversy and the result obtained, customary fees  
8 for similar services in the locale, the novelty and difficulty of the issues,  
9 and the amount refunded to the taxpayers.

10 (C) It is the specific intent of the General Assembly that  
11 in cases brought under Arkansas Constitution, Article 16, § 13, attorneys'  
12 fees shall only be awarded under § 26-35-902(a)(2) and that neither the  
13 "common fund" theory nor the "substantial benefit" theory as adopted by the  
14 Arkansas Supreme Court shall be used as a basis for awarding attorneys' fees  
15 in suits brought under Arkansas Constitution, Article 16, § 13.

16 (D) Subdivision (a)(2) of this section applies only to  
17 causes of action filed on or after the effective date of subdivision (a)(2)  
18 of this section.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100820021456  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-200-101 TO  
10 RESTRUCTURE MUNICIPAL FRANCHISE FEES ASSESSED  
11 AGAINST ELECTRICAL UTILITIES; AND FOR OTHER  
12 PURPOSES.  
13

### Subtitle

14  
15 TO RESTRUCTURE MUNICIPAL FRANCHISE FEES  
16 ASSESSED AGAINST ELECTRICAL UTILITIES.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 14-200-101(a), concerning the municipal  
22 jurisdiction over utilities and utility franchise fees, is amended to read as  
23 follows:

24 (a)(1) Acting by ordinance or resolution of its council, or board of  
25 directors, ~~or commission~~, every city and town shall have jurisdiction to:

26 (A)(1) Except as provided in § 23-4-201, determine the  
27 quality and character of each kind of, and rates for, product or service to  
28 be furnished or rendered by any non-electric public utility within the city  
29 or town and all other terms and conditions, including a reasonable franchise  
30 fee, upon which the non-electric public utility may be permitted to occupy  
31 the streets, highways, or other public places within the municipality, and  
32 the ordinance or resolution shall be deemed prima facie reasonable, provided  
33 that no franchise fee shall exceed the higher of the amount in effect as to  
34 that entity on January 1, 1997, or four and one-quarter percent (4¼%) of the  
35 non-electric public utility's gross revenues, unless agreed to by the  
36 affected utility or approved by the voters of the municipality;



1                                (ii)(a) Except as provided in § 23-4-201, determine  
2   the quality and character of each kind of, and rates for, product or service  
3   to be furnished or rendered by any electric public utility within the city or  
4   town and all other terms and conditions, including a reasonable franchise  
5   fee, upon which the electric public utility may be permitted to occupy the  
6   streets, highways, or other public places within the municipality, and the  
7   ordinance or resolution shall be deemed prima facie reasonable if assessed on  
8   a kilowatt hour or a consumption basis for electricity delivered, except that  
9   a separate rate shall be employed for the customer classes: residential,  
10   commercial, and, if applicable, industrial.

11                              (b) The initial assessment rates per kilowatt  
12   hour shall be determined by dividing the franchise fee revenue received by  
13   the municipality for calendar year 2001, or another twelve-month period  
14   agreed to by the electric public utility and the municipality, for each  
15   customer class by the kilowatt hours delivered by the local distribution  
16   utility to that customer class for the same period.

17                              (c) The electric public utility distributing  
18   electricity within the municipality shall be responsible for collecting and  
19   remitting the fee.

20                              (d) Once assessed, the franchise rate per  
21   kilowatt hour shall not be increased except by agreement of the affected  
22   distributing electric public utility and the municipal governing body, or by  
23   the voters of the municipality approving a higher rate through a municipal-  
24   wide election;

25                              (B) Require of any public utility such additions and  
26   extensions to its physical plant within the municipality as shall be  
27   reasonable and necessary in the interest of the public and to designate the  
28   location and nature of all such additions and extensions, the time within  
29   which they must be completed, and all conditions under which they must be  
30   constructed;

31                              (C) Provide a penalty for noncompliance with the  
32   provisions of any ordinance or resolution adopted pursuant to the provisions  
33   of this chapter;

34                              (D) Nothing herein shall limit the authority of the public  
35   utility to collect from its customers residing in each municipality an amount  
36   which equals the franchise fee assessed by the municipality on the public

HB

1 utility; and

2 (E) The term "public utility", for the purposes of this  
3 section, shall mean any electric, gas, sewer, or telephone company, and any  
4 company providing similar services, except those currently excluded pursuant  
5 to § 23-1-101(9)(B)(ii); and provided further that, when franchise fees  
6 assessed for basic local exchange services are based on revenues, such  
7 revenues shall consist of revenues from basic local service, excluding, among  
8 other things, extension, terminal equipment, toll, access, yellow pages, and  
9 other miscellaneous equipment revenues.

10 (2) Effective January 1, 1994, regardless of the date of filing,  
11 no cause of action that challenges the right of a municipality to assess a  
12 franchise fee against a public utility for permission to occupy the streets,  
13 highways, or other public places within the municipality shall result in the  
14 award of money damages; provided, however, that consistent with the  
15 provisions of Arkansas Constitution, Article 16, § 13, any cause of action  
16 for illegal exaction found to be meritorious may result in the granting of  
17 injunctive relief.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100320021253  
**DRAFT**  
SENATE BILL

5 By: Senator <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-43-312 TO  
10 CLARIFY THE PROCEDURE FOR STAGGERING THE FOUR-  
11 YEAR TERMS FOR ALDERMEN IN CITIES OF THE FIRST  
12 CLASS WITH LESS THAN FIFTY THOUSAND (50,000)  
13 INHABITANTS; AND FOR OTHER PURPOSES.  
14

### Subtitle

15  
16 TO CLARIFY THE PROCEDURES FOR STAGGERING  
17 FOUR-YEAR TERMS FOR ALDERMEN IN FIRST  
18 CLASS CITIES WITH A POPULATION UNDER  
19 50,000.  
20  
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-43-312 is amended to read as follows:

25 14-43-312. Aldermen in mayor-council cities of less than 50,000.

26 (a)(1) On the Tuesday following the first Monday in November 1966, and  
27 every two (2) years thereafter, the qualified voters of all cities of the  
28 first class having the mayor-council form of government with fewer than fifty  
29 thousand (50,000) inhabitants shall elect two (2) aldermen from each ward for  
30 a term of two (2) years, except that any city of the first class may, by  
31 ordinance, refer the question to voters to elect ~~one (1)~~ two (2) alderman  
32 from each ward to four-year terms as more particularly set out in subdivision  
33 (a)(2)(A) of this section.

34 (2)(A) Any city of the first class may, on or before February 1  
35 of the election year when the procedure will go into effect, by ordinance  
36 referred to and approved by the voters at the previous general election or at



SB

1 a special election called for that purpose, elect ~~one (1)~~ two (2) alderman  
2 from each ward to four-year terms, except for the initial terms as provided  
3 in subdivision (a)(2)(B) of this section.

4 (B)(1) If this procedure is adopted by ordinance referred  
5 to and approved by the voters of the city, the alderman representing position  
6 number one from each ward will be elected to a four-year term at the next  
7 general election.

8 (11) The alderman representing position number two  
9 from each ward will be elected to a an initial two-year term at the next  
10 election, and thereafter will be elected to four-year terms, resulting in  
11 staggered terms with one (1) alderman being elected to a four-year term from  
12 each ward every two (2) years.

13 (b)(1) ~~The election officials~~ county board of election commissioners  
14 shall designate the aldermen as alderman number 1 and alderman number 2.

15 (2)(A) A candidate for the office of alderman shall designate  
16 the number of the alderman's office which the candidate is seeking at the  
17 time he or she files as a candidate for the office.

18 (B) When this designation has been made, the candidate  
19 shall not be permitted thereafter to change the designation.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100820021452  
**DRAFT**  
SENATE BILL

5 By: Senator <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-44-103 TO GIVE  
10 CITIES OF THE SECOND CLASS THE OPTION OF ELECTING  
11 ALDERMEN TO STAGGERED FOUR-YEAR TERMS; AND FOR  
12 OTHER PURPOSES.  
13

### Subtitle

14  
15 TO ALLOW FOR STAGGERED 4-YEAR TERMS FOR  
16 ALDERMEN IN CITIES OF THE SECOND CLASS.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 14-44-103(a), concerning the election of  
22 aldermen from cities of the second class, is amended to read as follows:

23 (a)(1)(A) The Except under subdivision (a)(3) of this section, the  
24 qualified voters in cities of the second class shall, on the Tuesday  
25 following the first Monday in November 1982, and every two (2) years  
26 thereafter, elect for each of the wards of these cities two (2) aldermen, who  
27 shall compose the city council.

28 (2)(A) The qualified electors of every city of the second class  
29 shall elect from each ward of the city two (2) aldermen, who shall be  
30 designated as alderman number 1 and alderman number 2 of the ward.

31 (B)(1) Each candidate for the office of alderman in any  
32 election for this office shall designate, in writing, the number of the  
33 alderman's office that he is seeking at the time that he files as a candidate  
34 for the office.

35 (1i) When this designation shall have been made, the  
36 candidate shall not be permitted thereafter to change his designation.

SB

1           (3)(A) The city council of a city of the second class may refer  
2 to voters an ordinance on the question of electing the two (2) alderman for  
3 each ward to four-year terms.

4           (B)(i) The voters shall vote on the ordinance at a general  
5 election, or at a special election called for that purpose.

6           (ii) However, the election to approve the four-year  
7 election procedure shall be held no later than February 1 of the year of the  
8 general election in which the procedure is proposed to be effective.

9           (C)(i) If this procedure is adopted by ordinance  
10 referred to and approved by the voters of the city, the initial terms for  
11 aldermen designated as alderman number 1 of each ward shall be a four-year  
12 term at the next general election.

13           (ii) The initial terms for aldermen designated as  
14 alderman number 2 of each ward shall be a two-year term at the next general  
15 election, and thereafter shall be a four-year term, resulting in staggered  
16 terms for each ward.

17  
18       SECTION 2. Arkansas Code § 14-44-103(b)(1)(A), concerning the election  
19 of aldermen from cities of the second class, is amended to read as follows:

20       (b)(1)(A) Candidates for the office of alderman in cities of the  
21 second class shall reside in the ward from which they seek to be elected and  
22 shall run for election at large, except if the alderman is elected by ward  
23 under subsection (c) of this section. All of the qualified electors of these  
24 cities shall be entitled to vote in the election.

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

100820021444  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO AMEND ARKANSAS CODE § 14-45-102 TO  
PROVIDE INCORPORATED TOWNS WITH THE OPTION OF  
ELECTING ALDERMEN TO STAGGERED FOUR-YEAR TERMS;  
AND FOR OTHER PURPOSES.

### Subtitle

TO ALLOW INCORPORATED TOWNS THE OPTION  
OF ELECTING ALDERMEN TO STAGGERED FOUR-  
YEAR TERMS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-45-102 is amended to read as follows:  
14-45-102. Election of aldermen.

(a)(1) The Except as provided in subdivision (a)(2) of this section,  
the qualified voters of incorporated towns shall, on the Tuesday following  
the first Monday in November 1982, and every two (2) years thereafter, elect  
five (5) aldermen.

(2)(A) The town council of a incorporated town may refer to  
voters an ordinance on the question of electing the five (5) alderman to  
four-year terms.

(B)(1) The voters shall vote on the ordinance at a general  
election, or at a special election called for that purpose.

(ii) However, the election to approve the four-year  
election procedure shall be held no later than February 1 of the year of the  
general election in which the procedure is proposed to be effective.

(C)(1) If this procedure is adopted by ordinance referred



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1 to and approved by the voters of the town, the initial terms for aldermen  
2 representing positions numbered 1, 3 and 5 shall be a four-year term at the  
3 next general election.

4 (ii) The initial terms for aldermen representing  
5 positions numbered 2 and 4 shall be a two-year term at the next general  
6 election, and thereafter shall be a four-year term, resulting in staggered  
7 terms.

8 (b) The county board of election commissioners shall designate the  
9 five (5) aldermen to aldermanic position numbers 1, 2, 3, 4 and 5.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

120220021059  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 14-137-108  
10 PERTAINING TO THE SELECTION OF MEMBERS OF PUBLIC  
11 FACILITIES BOARDS; AND FOR OTHER PURPOSES.  
12  
13

### Subtitle

15 AN ACT PERTAINING TO THE SELECTION OF  
16 MEMBERS OF PUBLIC FACILITIES BOARDS; AND  
17 FOR OTHER PURPOSES.  
18  
19

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
21

22 SECTION 1. Arkansas Code § 14-137-108(a)(3)(B), pertaining to members  
23 of public facilities boards in counties having a population of less than one  
24 hundred fifty thousand (150,000) and in municipalities having a population of  
25 less than one hundred thousand (100,000), is amended to read as follows:

26 (B) ~~Successor members shall be elected by a majority of the~~  
27 ~~board for terms of five (5) years each, unless the bylaws of the public~~  
28 ~~facilities board or the ordinance pursuant to which the public facilities~~  
29 ~~board was formed provides for an alternative means of electing successor~~  
30 members appointed by the mayor of the creating municipality or the county  
31 judge of the creating county. Successor members shall be subject to  
32 confirmation by the governing body of the municipality or county unless the  
33 ordinance that created the public facilities board provides for election by  
34 the membership of the public facilities board service area.  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

120220021101  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO REPEAL ARKANSAS CODE § 16-92-113  
PERTAINING TO THE DISTRIBUTION OF FINES IN  
DISTRICT AND OTHER LOWER COURTS; AND FOR OTHER  
PURPOSES.

### Subtitle

AN ACT TO REPEAL ARKANSAS CODE § 16-92-113  
PERTAINING TO THE DISTRIBUTION OF FINES IN  
DISTRICT AND OTHER LOWER COURTS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 16-92-113 is repealed:

~~16-92-113. Fines Disposition.~~

~~(a) All fines, penalties, and forfeitures imposed by any court or  
board of officers, other than city and police courts, shall be paid into the  
county treasury for county purposes.~~

~~(b) All fines and penalties of city courts and courts of incorporated  
towns for violations of city or town ordinances not defined as offenses  
against the state may be retained by the city or town for the maintenance of  
the courts of the city or town.~~



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

091820021105  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO REPEAL ARKANSAS CODE § 27-14-313(c),  
WHICH PROVIDES GROUNDS FOR REMOVING CERTAIN  
PUBLIC OFFICIALS FOR FAILING, REFUSING, OR  
NEGLECTING TO COMPLY WITH PROCEDURES GOVERNING  
THE HIGHWAY IMPROVEMENT FUND; AND FOR OTHER  
PURPOSES.

### Subtitle

AN ACT TO REPEAL ARKANSAS CODE § 27-14-  
313(c).

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 27-14-313(c) is repealed.

~~(e) Failure, refusal, or neglect on the part of any judicial or other  
officer or employee receiving, or having custody of, such fine or forfeiture,  
either before or after a deposit in the Highway Improvement Fund, to comply  
with the provisions of this section shall constitute misconduct in office and  
shall be grounds for removal.~~



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

091620021349  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-45-106(d), TO  
10 ELIMINATE THE EXEMPTION OF CERTAIN COUNTIES FROM  
11 THE PROVISIONS GOVERNING THE MAYOR'S COURT IN  
12 INCORPORATED TOWNS; AND FOR OTHER PURPOSES.

### Subtitle

13  
14  
15 AN ACT TO AMEND ARKANSAS CODE § 14-45-  
16 106(d), TO ELIMINATE THE EXEMPTION OF  
17 CERTAIN COUNTIES FROM THE PROVISIONS  
18 GOVERNING THE MAYOR'S COURT IN INCORPORATED  
19 TOWNS.  
20  
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-45-106(d), regarding the exemption of  
25 certain counties from the provisions governing the mayor's court in  
26 incorporated towns, is amended to read as follows:

27 (d) The mayor shall:

28 (1) Perform all duties required ~~of him~~ by the ordinances of the  
29 town, and appeals may be taken in the same manner as from decisions of  
30 justices of the peace; and

31 (2)(A) Keep a docket and charge and collect the same fees as  
32 justices of the peace are allowed for similar services.

33 (B)~~(1)~~ In addition for his or her services as mayor, the  
34 council may, by ordinance, make proper allowance for, and payment of,  
35 compensation.

36 ~~(11) Clay, Craighead, Greene, Ashley, and Chicot~~

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1 ~~counties shall be exempted from the provisions of this section.~~

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

111420020912  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

8  
9 AN ACT TO AMEND ARKANSAS CODE § 14-43-313 TO  
10 REMOVE LANGUAGE THAT HAS BEEN SUPERCEDED BY  
11 ARKANSAS CODE §§ 14-43-303, 14-43-314, 14-43-315  
12 AND 14-43-316; AND FOR OTHER PURPOSES.  
13  
14

### Subtitle

15  
16 AN ACT TO REPEAL ARKANSAS CODE § 14-43-  
17 313 WHICH HAS BEEN SUPERCEDED BY OTHER  
18 LAWS.  
19  
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21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-43-313 is amended to read as follows:  
25 § 14-43-313. City clerks and attorneys generally.

26 ~~(a) At the general election in cities of the first class held in 1894~~  
27 ~~and every two (2) years thereafter, there shall be elected by the qualified~~  
28 ~~electors of these cities a city clerk and city attorney who shall hold office~~  
29 ~~for the two (2) years next following and until their successors are elected~~  
30 ~~and qualified.~~

31 (b) The city clerk and city attorney in cities of the first class shall  
32 give the bond, perform the duties, and receive the salary as is prescribed by  
33 ordinance in each of these cities.  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420021614  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO PROVIDE FOR DIRECT DEPOSITS BY THE  
10 STATE INTO THE ARKANSAS LOCAL TRUST; AND FOR  
11 OTHER PURPOSES.  
12  
13

### Subtitle

15 AN ACT TO PROVIDE FOR DIRECT DEPOSITS BY  
16 THE STATE INTO THE ARKANSAS LOCAL TRUST.  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. (a) Notwithstanding any other provision of law, the  
22 following funds remitted to municipalities by the State of Arkansas may be  
23 deposited directly into a municipality's Arkansas Local Government Cash  
24 Management Trust account, established pursuant to the Local Government Joint  
25 Investment Trust Act, Arkansas Code § 19-8-301 et seq.:

26 (1) The Municipal Aid Fund, as described in Arkansas Code § 19-  
27 5-601;

28 (2) The special highway revenues made available by the Arkansas  
29 Highway Revenue Distribution Law, Arkansas Code § 27-70-201; and

30 (3) The special revenues listed in the Revenue Classification  
31 Law, Arkansas Code § 19-6-201, including but not limited to those generated  
32 by the Arkansas Gross Receipts Act of 1941, as amended, Arkansas Code § 26-  
33 52-101 et seq.

34 (b)(1) Upon receipt of a resolution enacted by the governing body of a  
35 municipality, the officials responsible for the transmittal of funds to the  
36 municipality shall directly deposit the funds into the municipality's Local

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1 Government Cash Management Trust account.

2 (2) The resolution shall state the following:

3 (A) The name of the municipality;

4 (B) The funds to be transmitted; and

5 (C) The municipality's Local Government Cash Management  
6 Trust account number.

7 (c)(1) Direct deposits as provided in this section shall continue to  
8 be made until the state official or officials responsible for transmitting  
9 the funds receive a copy of a resolution enacted by the governing body of the  
10 municipality requesting the termination of the deposits.

11 (2) Upon receiving the funds, they shall be transmitted as  
12 provided by this section.

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

102920021118  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 16-87-306 TO  
10 PROVIDE PUBLIC DEFENDER REPRESENTATION IN CITY  
11 COURTS.  
12

### Subtitle

13 AN ACT TO AMEND ARKANSAS CODE § 16-87-  
14 306 TO PROVIDE PUBLIC DEFENDER  
15 REPRESENTATION IN CITY COURTS.  
16  
17  
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
20

21 SECTION 1. Arkansas Code § 16-87-306 is amended to read as follows:  
22 16-87-306. Duties.

23 The public defender in each judicial district shall have the following  
24 duties:

25 (1)(A) To defend indigents within the district as determined by the  
26 circuit, municipal, city, juvenile, probate, or chancery courts in the  
27 district in all:

28 (i) Felony, misdemeanor, juvenile, guardianship, and  
29 mental health cases;

30 (ii) Traffic cases punishable by incarceration; and

31 (iii) Contempt proceedings punishable by incarceration.

32 (B) Except for city court cases and for juvenile representation  
33 in family in need of services cases, in no case may a public defender be  
34 appointed or the commission be responsible for payment where there is no risk  
35 of incarceration or loss of liberty; and

36 (2)(A) In all capital cases where the death penalty is sought, two (2)



HB

1 attorneys shall be appointed, unless the prosecuting attorney informs the  
2 circuit court at the arraignment of the defendant that the death penalty will  
3 not be sought.

4 (B) The Capital, Conflicts, and Appellate Office of the Arkansas  
5 Public Defender Commission may be appointed, consistent with § 16-87-205.

6 (C) It should be presumed for purposes of this section that the  
7 death penalty will be sought.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420020905  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 5-5-101 TO ENSURE  
10 THAT PROPERTY SEIZED BY MUNICIPAL LAW ENFORCEMENT  
11 AGENCIES AND THE MONEYS GAINED THEREFROM ARE  
12 DEPOSITED IN THOSE CITY'S AND TOWN'S TREASURIES;  
13 AND FOR OTHER PURPOSES.

### Subtitle

16  
17 TO ENSURE THAT PROPERTY SEIZED BY  
18 MUNICIPAL LAW ENFORCEMENT AGENCIES AND  
19 THE MONEYS GAINED THEREFROM ARE  
20 DEPOSITED IN THOSE CITY'S AND TOWN'S  
21 TREASURIES.

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24  
25 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

26  
27 SECTION 1. Arkansas Code § 5-5-101 is amended to read as follows:

28 5-5-101. Disposition of contraband and seized property.

29 (a) All seized property shall be returned to the rightful owner or  
30 possessor thereof except contraband owned by a defendant.

31 (b) Contraband includes:

32 (1) Any article possessed under circumstances prohibited by law;

33 (2) Any weapon or other instrumentality used in the commission or  
34 attempted commission of a felony; and

35 (3) Any other article designated contraband by law.

36 (c) Contraband shall be destroyed, except that any article of

HB

1 contraband capable of lawful use may in the discretion of the court having  
2 jurisdiction be retained for use by the law enforcement agency responsible  
3 for the arrest or sold, and the proceeds disposed of, in the manner provided  
4 by subsections (e), (f), and (g) of this section.

5 (d) Unclaimed seized property shall be sold at public auction to be  
6 held by ~~the sheriff of the county in which the seizure took place,~~ the chief  
7 law enforcement officer of the county, city, or town law enforcement agency  
8 having seized the property or the chief law enforcement officer's designee,  
9 and the proceeds, less the cost of sale and any storage charges incurred in  
10 preserving it, shall be paid into the general fund of the ~~county~~ county,  
11 city, or town whose law enforcement agency performed the seizure.

12 (e) The time and place of sale of seized property shall be advertised  
13 for at least fourteen (14) days next before the day of sale by posting  
14 written notice at the courthouse door and by publication in the form of at  
15 least two (2) insertions, at least three (3) days apart, before the day of  
16 sale in a weekly or daily newspaper published or customarily distributed in  
17 the county.

18 (f) All seized property to be sold at public sale shall be offered for  
19 sale on the day for which it was advertised between 9:00 a.m. and 3:00 p.m.,  
20 publicly, by auction, and for ready money. The highest bidder shall be the  
21 purchaser.

22 (g) The proceeds from any sale of seized property shall be delivered to  
23 the county, city, or town treasurer, as the case may be, to be held by him in  
24 a separate account for a period of three (3) months. If, during this time,  
25 any person establishes to the satisfaction of the treasurer that he was at  
26 the time of sale the owner of any seized article sold as above provided, he  
27 shall be paid the amount realized from sale of such property less the  
28 expenses of the sale. All moneys in the separate account not claimed or paid  
29 within the designated three-month period shall be paid into the general fund  
30 of the county, city, or town whose law enforcement agency performed the  
31 seizure.

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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

111420021611  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

AN ACT TO ALLOW LOCAL GOVERNMENTS TO ENTER INTO  
NONDISCLOSURE AGREEMENTS WITH THE ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
REGARDING DATA AND INFORMATION CONCERNING LOCAL  
SALES AND USE TAX COLLECTION; AND FOR OTHER  
PURPOSES.

### Subtitle

TO ALLOW LOCAL GOVERNMENTS TO ENTER INTO  
A NONDISCLOSURE AGREEMENT WITH THE  
ARKANSAS DEPARTMENT OF FINANCE AND  
ADMINISTRATION.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. (a)(1) All cities and towns, regardless of classification,  
may enter into nondisclosure agreements with the Arkansas Department of  
Finance and Administration regarding the review and copying of information  
about local sales and use tax collection within those cities and towns.

(2) The nondisclosure agreements shall be applicable to  
Department of Finance and Administration records that identify specific  
business establishments within the city or town and the monetary collection  
data related thereto.

(b) The Arkansas Department of Finance and Administration shall not  
refuse to enter into the nondisclosure agreements by designating previously  
collected, or collected in the future, local sales and use tax data as



Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4

## A Bill

100320021012  
**DRAFT**  
HOUSE BILL

5 By: Representative <NA>  
6  
7

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE § 8-4-103 TO  
10 REQUIRE NOTIFICATION OF MUNICIPAL GOVERNMENTS  
11 REGARDING CERTAIN ENVIRONMENTAL VIOLATIONS  
12 OCCURRING WITHIN THE CORPORATE LIMITS AND CIVIL  
13 PENALTIES BEING IMPOSED; AND FOR OTHER PURPOSES.  
14

### Subtitle

15 TO REQUIRE NOTIFICATION OF MUNICIPAL  
16 GOVERNMENTS REGARDING ENVIRONMENTAL  
17 VIOLATIONS OCCURRING WITHIN THE CITIES.  
18  
19  
20

21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
22

23 SECTION 1. Arkansas Code § 8-4-103(d), concerning criminal and civil  
24 penalties for violations of the Arkansas Water and Air Pollution Control Act,  
25 is amended to read as follows:

26 (d)(1)(A) Before assessing a civil penalty under subsection (c) of  
27 this section, the Director of the Arkansas Department of Environmental  
28 Quality shall provide public notice of and a reasonable opportunity to  
29 comment on the proposed issuance of such order.

30 (B) If the civil penalty is being assessed under an order  
31 on consent, the order shall not be effective until thirty (30) days after the  
32 publication of notice of such order.

33 (C) Notice shall also be given to each member of the  
34 commission.

35 (D) If a civil penalty is being assessed for a violation  
36 that occurs within the corporate limits of any municipality in Arkansas, a

1 copy of the public notice shall be delivered to the chief executive officer  
2 of the municipality in which the alleged violation occurred along with a copy  
3 of any proposed order concerning the violation, and the municipality shall be  
4 given a reasonable opportunity to comment on the proposed order.

5 (2) Notice of any administrative enforcement order shall contain  
6 the following:

7 (A) The identity of the person or facility alleged to be  
8 in violation;

9 (B) The location by city or county of the alleged  
10 violation;

11 (C) A brief description by environmental media, i.e.,  
12 water, air, solid waste, hazardous waste, impacted by the alleged violation;

13 (D) The type of administrative action proposed, i.e.,  
14 consent order, notice of violation, emergency order; and

15 (E) The amount of penalty to be assessed.

16 (3)(A) Any person who comments on a proposed assessment of a  
17 penalty under this subsection shall be given notice of any hearing held under  
18 this subsection.

19 (B) In any hearing held under this subsection, such person  
20 shall have a right to intervene upon timely application.

21 (4)(A)(i) If no adjudicatory hearing is held on a proposed  
22 order, any person who commented on the proposed order may petition the  
23 commission to set aside the order and provide an adjudicatory hearing.

24 (ii) A petition to set aside such an order must be  
25 filed with the commission within thirty (30) days of service of the order.

26 (B) If the evidence presented by the petitioner is  
27 material and was not considered in the issuance of the order and the  
28 commission finds in light of the new evidence that the order is not  
29 reasonable and appropriate, it may set aside such order and provide a  
30 hearing.

31 (C) If the commission denies a hearing under this  
32 subdivision, it shall provide to the petitioner notice of and its reasons for  
33 such denial. The denial of such a hearing may be appealed pursuant to § 8-4-  
34 222.

35 (5) The commission, on its own initiative, may institute review  
36 of any enforcement action taken by the director within thirty (30) days of

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1 the effective date of such order.  
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Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas  
2 84th General Assembly  
3 Regular Session, 2003  
4  
5 By: Representative <NA>  
6  
7

## A Bill

120420021145  
**DRAFT**  
HOUSE BILL

### For An Act To Be Entitled

9 AN ACT TO AMEND ARKANSAS CODE TITLE 8, CHAPTER 9  
10 TO ADD AN ADDITIONAL SUBCHAPTER TO REDUCE LITTER;  
11 TO FACILITATE BEVERAGE CONTAINER RECYCLING AND  
12 REQUIRE LABELING OF BEVERAGE CONTAINERS; TO  
13 ASSESS A BEVERAGE CONTAINER RECYCLING AND LITTER  
14 REDUCTION FEE AND PROVIDE FOR DISTRIBUTION OF THE  
15 FEE; TO FUND ENVIRONMENTAL EDUCATION; TO ALLOW  
16 THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY  
17 TO PERMIT REDEMPTION CENTERS AND ADOPT  
18 REGULATIONS; AND FOR OTHER PURPOSES.

### Subtitle

21 TO PROVIDE FOR BEVERAGE CONTAINER  
22 RECYCLING AND TO REQUIRE LABELING OF  
23 BEVERAGE CONTAINERS AND TO ASSESS A  
24 BEVERAGE CONTAINER RECYCLING FEE.  
25  
26

27 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

28  
29 SECTION 1. Arkansas Code Title 8, Chapter 9, is amended to add an  
30 additional subchapter to read as follows:

31 Subchapter 6. Beverage Container Recycling.

32  
33 8-9-601. Title.

34 This subchapter shall be known and may be cited as the "Beverage  
35 Container Recycling and Litter Reduction Act".  
36



HB

1        8-9-602. Legislative findings and purpose.

2        (a) The General Assembly declares that in order for the State of  
3 Arkansas to meet the municipal waste reduction goal established by § 8-9-101,  
4 it is imperative that new opportunities for recycling, particularly in rural  
5 areas of the state, be developed.

6        (b) The General Assembly finds that containers, especially beverage  
7 containers, are the most valuable and recyclable commodity in the waste  
8 stream and that the discarding of these containers is an unnecessary addition  
9 to the state's litter problem and its already overburdened solid waste  
10 disposal system.

11       (c) The General Assembly further finds that it is in the public  
12 interest to establish a program for the recycling of containers that:

13                (1) Reduces the volume of waste and litter;

14                (2) Increases opportunities for recycling and provides financial  
15 incentives for consumers to recycle;

16                (3) Builds upon existing recycling infrastructure;

17                (4) Stimulates statewide creation of new jobs and wider  
18 employment in the recycling industry; and

19                (5) Helps fund environmental education.

20  
21        8-9-603. Definitions.

22        As used in this subchapter:

23        (1)(A) "Beverage" means any of the following products in liquid form  
24 intended for human consumption:

25                (i) Beer, ale, and other malt beverages;

26                (ii) Wine coolers and distilled spirit coolers;

27                (iii) Coffee and tea drinks;

28                (iv) Carbonated water, including soda and carbonated  
29 mineral waters;

30                (v) Carbonated soft drinks; and

31                (vi) Bottled water, sport drinks, one hundred percent  
32 (100%) fruit juices, and other juice drinks to which carbonation has been  
33 added;

34                (B) "Beverage" does not mean wine or wine from which alcohol has  
35 been removed in whole or in part, whether or not sparkling or carbonated;

36        (2) "Beverage container" means a nonrefillable bottle, jar, or other

1 container made of glass, aluminum, metal, or plastic that is sealed by a  
2 manufacturer and that, at the time of sale, contains no more than forty (40)  
3 nor less than six and five-tenths (6.5) ounces of a beverage;

4 (3) "Consumer" means a person who purchases a beverage in a beverage  
5 container for final use or consumption;

6 (4) "Dealer" means a person in this state who engages in the sale of  
7 beverages in beverage containers to a consumer whether or not the product is  
8 sold in a vending machine;

9 (5) "Department" means the Arkansas Department of Environmental  
10 Quality;

11 (6)(A) "Distributor" means a person who engages in the sale of  
12 beverages in beverage containers to a dealer in this state; and

13 (B) Includes a manufacturer who engages in the sale of beverages  
14 in this state;

15 (7) "Empty returnable containers" means beverage containers that  
16 contain nothing except the residue of the original contents and are labeled  
17 according to the requirements of this subchapter;

18 (8) "Handling fee" means a per beverage container payment to  
19 redemption centers;

20 (9) "In this state" means within the exterior limits of the State of  
21 Arkansas and includes all territory within these limits owned or ceded to the  
22 United States of America;

23 (10) "Manufacturer" means a person who bottles or otherwise fills  
24 containers for sale to distributors or dealers in this state;

25 (11) "Nonrefillable" means a beverage container that, after being used  
26 by a consumer, is not to be reused as a beverage container by a manufacturer;

27 (12) "Person" means an individual, partnership, corporation, or other  
28 legal entity;

29 (13) "Recycling" means the systematic collection, sorting,  
30 decontaminating, and returning of waste materials to commerce as commodities  
31 for use or exchange; and

32 (14) "Redemption center" means a place of business that:

33 (A) Accepts empty returnable beverage containers from any  
34 person;

35 (B) Recycles at least one (1) other commodity;

36 (C) Is approved by the county quorum court; and

HB

1           (D) Is certified by the department as a redemption center; and  
2           (15) "Return value" means the amount paid to any person who returns an  
3           empty returnable container to a redemption center.

4  
5           8-9-604. Labeling required.

6           Beginning January 1, 2004, it shall be unlawful for any dealer to sell  
7           beverages in a beverage container in this state that is not labeled as  
8           required in this subchapter.

9  
10           8-9-605. Beverage Container Recycling and Litter Reduction Fee.

11           (a) Beginning January 1, 2004, a manufacturer who fills beverage  
12           containers for consumption in the state, a distributor who imports beverages  
13           into the state for consumption in this state, and a dealer who imports  
14           beverages from an out-of-state distributor into the state for consumption in  
15           this state, shall remit a "beverage container recycling and litter reduction  
16           fee" of five cents (5¢) per beverage container to the Department of Finance  
17           and Administration and shall clearly label all beverage containers with the  
18           word "Arkansas" or "AR" and the return value of the beverage containers in  
19           clearly visible type on the beverage container by embossing or imprinting, or  
20           using a stamp on the normal product label.

21           (b)(1) A manufacturer, distributor, or dealer shall inform consumers  
22           that beverages are sold in returnable beverage containers by placing a sign,  
23           a shelf label, or both in close proximity to any sales display of beverage  
24           containers.

25           (2) The sign or shelf label shall:

26                   (A) State the amount of return value for each beverage  
27                   container;

28                   (B) State that all labeled beverage containers as  
29                   described in this subsection are returnable; and

30                   (C) List all the redemption centers in the county.

31  
32           8-9-606. Return value.

33           (a) Every beverage container sold or offered for sale in this state  
34           shall have a return value of at least three cents (3¢) per beverage  
35           container.

36           (b) Each beverage container shall have the return value clearly



1 indicated on the beverage container.

2

3 8-9-607. Redemption centers.

4 (a) Beginning January 1, 2004, each county having responsibility to  
5 establish a recyclable materials collection center, as mandated by § 8-6-720,  
6 shall establish and operate on its own or through contract or other agreement  
7 with another person or persons, one (1) or more redemption centers where  
8 persons may return empty beverage containers and receive the refund value of  
9 the beverage containers.

10 (b) In addition to the redemption centers under subsection (a) of this  
11 section, a redemption center may be established by a person, a county or  
12 local government, a regional solid waste management district, or any other  
13 governmental entity operating a solid waste management program if approved by  
14 the county quorum court of the county and the regional solid waste management  
15 district in which the center will be located, and if the center is certified  
16 by the Arkansas Department of Environmental Quality.

17 (c)(1) A consumer may donate recyclable beverage containers through  
18 the community's curbside recycling program instead of taking the containers  
19 to a redemption center.

20 (2) However, the curbside recycling program, instead of the  
21 consumer, will receive the return value for the containers that are recovered  
22 from the waste stream and presented to a redemption center.

23

24 8-9-608. Return value.

25 (a)(1) A redemption center shall accept an empty returnable container  
26 from any person and shall pay to the person its full return value.

27 (2) The redemption center may refuse to pay the return value  
28 for:

29 (A) Broken bottles;

30 (B) Any beverage container which is not empty or contains  
31 a significant amount of foreign material;

32 (C) Any beverage container that is not labeled as provided  
33 in this subchapter; or

34 (D) Any beverage container whose label or embossing cannot  
35 be discerned.

36 (b) An operator of a redemption center may limit the total number of

HB

1 beverage containers that the operator will accept from a person in a business  
2 day, but the limit shall not be less than two hundred and fifty (250)  
3 beverage containers.

4  
5 8-9-609. Beverage Container Recycling and Litter Reduction Grant Fund.

6 (a) The Department of Finance and Administration shall deposit the  
7 proceeds of the Beverage Container Recycling and Litter Reduction Fee in the  
8 State Treasury as special revenues and shall credit the proceeds to a special  
9 fund created on the books of the Treasurer of State, the Auditor of State,  
10 and the Chief Fiscal Officer of the State to be known as the "Beverage  
11 Container Recycling and Litter Reduction Grant Fund."

12 (b) In addition to all moneys appropriated by the General Assembly to  
13 the fund, there shall be deposited in the fund:

14 (1) Any federal government moneys designated to the fund;

15 (2) Any moneys received by the state as a gift or donation to  
16 the fund;

17 (3) Fines from violators; and

18 (4) All interest upon money deposited in the fund.

19 (c)(1) The fund shall be administered by the Arkansas Department of  
20 Environmental Quality.

21 (2) The department shall authorize grant expenditures from the  
22 fund according to the provisions of this subchapter.

23 (d) The collection of fees under this section shall be subject to the  
24 Arkansas Tax Procedure Act.

25  
26 8-9-610. Fee collection.

27 (a) The fee on beverage containers that contain beer, ale, or other  
28 malt beverages shall be reported and paid in the manner prescribed by § 3-7-  
29 401.

30 (b) The fee on beverage containers that contain wine coolers or  
31 distilled spirits coolers shall be reported and paid in the manner prescribed  
32 by §§ 3-7-701 and 3-7-702.

33 (c) The fee on beverage containers that contain coffee or tea drinks,  
34 soft drinks, nonalcoholic carbonated drinks in liquid form intended for human  
35 consumption, bottled water, sport drinks, one hundred percent (100%) fruit  
36 juices, and other juice drinks to which carbonation has been added shall be

1 reported and paid in the manner prescribed by the Arkansas Soft Drink Tax  
2 Act.

3 (d) The Director of the Department of Finance and Administration shall  
4 prescribe the content of the fee reporting form.

5  
6 8-9-611. Distribution of funds.

7 (a)(1) By the twentieth (20th) day of each month, the county judge of  
8 each county shall submit a report from each redemption center in the county  
9 to the Arkansas Department of Environmental Quality.

10 (2) The department may develop a form for this report.

11 (3) Upon receiving the monthly report, the Arkansas Department  
12 of Environmental Quality shall distribute funds from the Beverage Container  
13 Recycling and Litter Reduction Fund as follows:

14 (A) To each county general fund as an administrative fee,  
15 forty-five hundredths of a cent (0.45¢) per beverage container for each  
16 container returned in the county;

17 (B) To each redemption center as reimbursement for return  
18 value payments to the person returning the containers, three cents (3¢) per  
19 beverage container returned at the redemption center; and

20 (C) To each redemption center as reimbursement for other  
21 expenses in handling containers, one and two-tenths of a cent (1.2¢) per  
22 beverage container returned at the redemption center.

23 (b) Of the total fee for each beverage container, fifteen hundredths  
24 of a cent (0.15¢) per returned beverage container shall be transferred to the  
25 Department of Finance and Administration for collection of the fees and two-  
26 tenths of a cent (0.2¢) per returned beverage container shall be retained by  
27 the Arkansas Department of Environmental Quality.

28 (c) After the end of each fiscal year, any unallocated and unclaimed  
29 fund balances in the Beverage Container Recycling and Litter Reduction Grant  
30 Fund shall be reallocated annually as follows:

31 (1) There shall be transferred to the Keep Arkansas Beautiful  
32 Fund Account to be used by the Keep Arkansas Beautiful Commission an amount  
33 equal to the greater of one hundred thousand dollars (\$100,000) or ten  
34 percent (10%) of unallocated and unclaimed funds, but the amount shall not  
35 exceed two hundred thousand dollars (\$200,000); and

36 (2) The remainder shall be used as follows:



HB

1                   (A) For cleanup of illegal dumps, an amount equal to sixty  
2 five percent (65%) of the remaining available funds or two million dollars  
3 (\$2,000,000), whichever is less; and

4                   (B) For operation, recycling, environmental education, and  
5 to assist in any other responsibilities of the department, no less than  
6 thirty five percent (35%) of the remaining available funds.

7  
8           8-9-612. Violations.

9           (a) Any person found to be in violation of this subchapter shall be  
10 subject to a civil penalty of not more than one thousand dollars (\$1,000) for  
11 an initial offense and not more than five thousand dollars (\$5,000) for a  
12 second or each subsequent offense.

13           (b) Any distributor, manufacturer, or dealer who fails to pay to the  
14 Department of Finance and Administration an amount that is less than the  
15 dollar amount required by this subchapter shall be subject to a civil penalty  
16 of not more than five thousand dollars (\$5,000) for an initial offense and  
17 not more than ten thousand dollars (\$10,000) for a second or each subsequent  
18 offense.

19           (c) All civil penalties collected under this section shall be  
20 deposited in the Beverage Container Recycling and Litter Reduction Grant  
21 Fund.

22  
23           8-9-613. Rules and regulations.

24           (a) The Arkansas Department of Environmental Quality may promulgate  
25 rules and regulations and may charge fees as necessary for the implementation  
26 of this subchapter.

27           (b) Any fees shall be set by regulation.

28  
29           SECTION 2. The act shall be effective January 1, 2004.  
30  
31  
32  
33  
34  
35  
36





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

A RESOLUTION TO WAIVE THE BUILDING PERMIT  
FEE AND OTHER DEVELOPMENTAL FEES FOR HOMES  
TO BE CONSTRUCTED BY COMMUNITY DEVELOPMENT  
BLOCK GRANTS

WHEREAS, the Community Development Block Grant program is a federal program dedicated to assisting lower income people to own their own affordable homes; and

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

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

Section 1. That the City Council of the City of Fayetteville, Arkansas finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Community Development Block Grants used for home construction projects serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Community Development Block Grant home construction projects located in Fayetteville, Arkansas during the year 2003.

PASSED and APPROVED this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

DRAFT  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Brenda Thiel

Alderman

Name

Division

Department

ACTION REQUIRED A Resolution to Waive the Building Permit Fee and Other Developmental Fees For Homes to be Constructed By Community Development Block Grants

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

1-7-03

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.: \_\_\_\_\_

Administrative Services Director

Date

Mayor

Date



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

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

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

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

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

Section 1. That the City Council of the City of Fayetteville, Arkansas finds that waiving the building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction project serves the public interest and is beneficial to the City as a whole.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby waives the normal building permit fee and all other developmental fees normally required by the Unified Development Ordinance for the Habitat For Humanity home construction projects located in Fayetteville, Arkansas during the year 2003.

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

**DRAFT**  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Brenda Thiel

Alderman

Name

Division

Department

ACTION REQUIRED A Resolution To Waive The Building Permit Fee And Other Developmental Fees For Homes To Be Constructed By Habitat For Humanity

COST TO CITY:

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW: \_\_\_\_\_ Budgeted Item \_\_\_\_\_ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: \_\_\_\_\_

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

CROSS REFERENCE

Division Head

Date

New Item:

Yes

No

Department Director

Date

Previous Ordinance/Resolution No.: \_\_\_\_\_

Administrative Services Director

Date

Mayor

Date

STAFF REVIEW FORM

☒ Agenda Request  
☐ Contract Review  
☐ Grant Review

For the Fayetteville City Council Meeting of: December 17, 2002

FROM:

Brian Pugh  
Name

Solid Waste and Recycling  
Division

General Services  
Department

**ACTION REQUIRED:** Approve resolution establishing a fee to residential customers for exchanging trash carts for a larger size cart, no charge for changing to a smaller size cart.

**COST TO CITY:**

\$0  
Cost of this Request

Category/Project Budget

Cart Exchange Fee  
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:**

Maria Fanning 11/26/02  
Accounting Manager Date

ADA Coordinator

Date

D. P. White 11/26/02  
City Attorney Date

Nancy Smith 11/26/02  
Internal Auditor Date

Mice 11/26/02  
Purchasing Officer Date

**STAFF RECOMMENDATION:** Approve Resolution

Division Head

Date

Cross Reference

[Signature]  
Department Director

11-25-02  
Date

New Item: ☐ Yes ☐ No

[Signature]  
Administrative Services Director

11-25-02  
Date

Prev Ord/Res #: \_\_\_\_\_

[Signature]  
Mayor

11/27/02  
Date

Orig Contract Date: \_\_\_\_\_



STAFF REVIEW FORM

Description: Cart Exchange Fee

Meeting Date \_\_\_\_\_

Comments:

Reference Comments:

Budget Coordinator

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Accounting Manager

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City Attorney

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Purchasing Officer

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ADA Coordinator

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Internal Auditor

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To: Gary Dumas

From: Brian Pugh

Date: Monday, November 25th, 2002

Subject: Cart Exchange Fee

---

**Background:**

A cart exchange fee is designed to recover costs associated with exchanging carts for residential customers who feel they have the wrong size cart for their trash volumes.

**Discussion:**

**Justification for fee-**

This fee is proposed in an effort to limit the number of residents changing cart sizes. There should be no fee if a resident want to change to a smaller cart in order to promote waste reduction.

- Many communities with Volume Based programs, like Fayetteville, have similar fees associated with changing cart sizes.
- The fee will be collected to offset the costs of staff labor, equipment and time involved with changing the cart. Sending an employee to change out the carts will affect the responsibilities of the Residential Collections Crew leader by requiring him to perform the activity, which will amount to approximately 30 minutes per change out. If residents are continually requesting changes then 10 requests a day will account for half of his work day.
- The fee will also offset the cost of maintaining correct inventory of carts. Staff time will need to be allotted to record and maintained correct counts of the number of each size cart. Based on references from other cities who have implemented a cart program most of the requests for cart changes will occur in the first 90 days of the new program.

**Recommendation:**

Implement an exchange fee of \$20 to cover costs of upgrading cart sizes while not instituting a fee for an exchange to a smaller cart. We recommend giving residents a one time chance, at no charge, to change their cart size after the initial delivery of the carts for a period ending 5/15/02.

---

Solid Waste and Recycling Division  
1560 Happy Hollow Road.  
Fayetteville, Arkansas 72701

Telephone: 479-575-8398  
Fax: 479-444-3478  
Email: bpugh@ci.fayetteville.ar.us



## STAFF REVIEW FORM

MEETING TIME  
C. 1. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

FROM:

Kit Williams

Name

City Attorney

Division

Legal

Department

ACTION REQUIRED An Ordinance to Repeal §32.02 Meetings. of the Code of Fayetteville  
and to Declare an Emergency

## 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

1/8/03

City Attorney

Date

Internal Auditor

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

## CROSS REFERENCE

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

1/8/03  
DateNew Item: **Yes** No

Previous Ordinance/Resolution No.: \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO REPEAL §32.02 MEETINGS OF  
THE CODE OF FAYETTEVILLE AND TO DECLARE  
AN EMERGENCY

WHEREAS, the City Council of the City of Fayetteville, Arkansas sets its meeting time, date, and substitute date within its Rules of Order and Procedure so that §32.02 of the Fayetteville Code is superfluous and partially inconsistent with the Rules of Order and Procedure.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals §32.02 Meetings. of the Fayetteville Code in its entirety.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby determines that with the passage of a Resolution to amend its Rules of Order and Procedure to begin its meetings at 6:00 P.M. (rather than 6:30 P.M. pursuant to §32.02), it is necessary for the preservation of public peace, health and safety that this ordinance become effective immediately upon its passage to ensure City Council actions taken before 6:30 P.M. during the next two City Council meetings cannot be challenged. Therefore, the City Council hereby declares this ordinance being necessary to preserve the public peace, health, and safety, an emergency is declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_

DRAFT  
DAN COODY, Mayor

ATTEST:

By: \_\_\_\_\_

Heather Woodruff, City Clerk

## STAFF REVIEW FORM

DICKSON ST. ENHANCE  
C. 2 Page 1

AGENDA REQUEST  
☒ CONTRACT REVIEW  
GRANT REVIEW

For the Fayetteville City Council meeting of January 21, 2003

## FROM:

Sid Norbash [Signature]  
NameEngineering  
DivisionPublic Works  
Department

ACTION REQUIRED: Approval of the C.O. #5 A or C.O.#5B or C.O.# 5C (Council to choose one of the alternatives) to the construction contract with Township Builders, Inc., for Dickson Street Enhancement Project.

## COST TO CITY:

\$208,924(A) or \$152,312(B)

or \$18,788(C)  
Cost of this Request\$3,112,923  
Category/Project BudgetDickson St. Enhancements Project  
Category/Project Name4470-9470-5809.00  
Account Number\$2,778,847  
Funds Used To DateStreet Improvements  
Program Name98097-0020  
Project Number\$ 334,076  
Remaining BalanceSales Tax  
Fund

## BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached (to be furnished)[Signature]  
Budget Coordinator[Signature]  
Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

## GRANTING AGENCY:

[Signature]  
Accounting Manager1/8/03  
Date[Signature]  
Internal Auditor1/9/03  
Date[Signature]  
City Attorney1/8/03  
Date

ADA Coordinator

Date

[Signature]  
Purchasing Officer1/8/03  
Date

STAFF RECOMMENDATION: Approval of one of the alternatives.

[Signature]  
Division Head01-08-03  
Date

Cross Reference

[Signature]  
Department Director1-8-03  
DateNew Item: Yes ☐ No ☒[Signature]  
Administrative Services Director1-10-03  
DatePrev Ord/Res #: 52-02[Signature]  
Mayor1/19/03  
DateOrig Contract Date: 3-19-2002Orig Contract Number: 838

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

---

To: Fayetteville City Council

Thru: Dan Coody, Mayor  
Greg Boettcher, PWD  
Jim Beavers, City Engineer

From: Sid Norbash, Staff Engineer *SN*

Date: January 8, 2003

Re: Dickson Street Enhancement Project  
Change Order #5 or to the construction Contract

### Background:

The above referenced project is a Capital Improvement Project in progress, which is scheduled for construction completion in 2003.

### Change of Scope:

The original bid quantity of item # 37 was underestimated by the project consultant, Atkins Engineers. In order to finish out the intersections of Dickson Street and the crossing streets, a change order to this contract is needed.

Attached please find Change Order #5, with three alternatives, and the supporting documents containing the description and the breakdown of each option.

### Recommendations:

The Staff recommends approval of one of the following Alternatives:

#### (1) Brick Pavers Alternative

Change Order #5A to the existing contract with Township Builders, Inc., for a cost increase in the amount of \$208,924.00

#### (2) Stamped Concrete Alternative

Change Order #5B to the existing contract with Township Builders, Inc. in the amount of \$152,312.00.

#### (3) Asphalt Surface Alternative

Change Order #5C to the existing contract with Township Builders, Inc. in the amount of \$18,788.00.

### Funding:

Sales Tax Funds. If Alternate "A" is chosen the remaining balance of contingency amount will be \$50,451.18

SN/sn

Attachments: Change Order #5 A, B, & C Alternatives



CHANGE ORDER NO. 5  
Option "A"

Project Title: Downtown Dickson Enhancement Project

Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002

Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Item #37 (Brick Pavers) to be increased by  
17,400 S.F @ \$10.50 S.F. \$182,700

Bid Item #12 (Class 7 Base) to be increased  
by 1,192 @ 22.00 per ton. \$ 26,224

**Net Increase in the contract amount** \$208,924

**Justifications:**

The original quantities were under estimated as indicated on the  
bid form by Atkins/Benham.

|                                             |                       |
|---------------------------------------------|-----------------------|
| Original Contract Price:                    | <u>\$2,948,590.30</u> |
| As adjusted by previous changes:            | <u>\$3,033,686.80</u> |
| This C.O. will <b>increase</b> contract by: | <u>\$ 208,924.00</u>  |
| The new contract price will be:             | <u>\$3,242,610.80</u> |

**CHANGE TO CONTRACT TIME**

60 calendar days will be added to the contract time, therefore  
the substantial completion date will be changed from May 28, 2003  
to July 27, 2003. The full completion date will be changed from  
September 13, 2003 to November 12, 2003.

**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner  
if it changes the scope or objective of the project, or as may  
otherwise be required under the terms of the General Conditions  
of the Contract.

Requested by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_ date \_\_\_\_\_



CHANGE ORDER NO. 5  
Option "B"

Project Title: Downtown Dickson Enhancement Project

Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002

Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Stamped Concrete 17,400 S.F.

@ \$8.00 per square foot \$139,200

Bid Item 12 to be increased by 596 Tons

Aggregate Base @ \$22.00 per ton \$ 13,112

**Net Increase in the contract amount** \$152,312

**Justifications:**

The original quantities were under estimated as indicated on the bid form by Atkins/Benham.

Original Contract Price: \$2,948,590.30

As adjusted by previous changes: \$3,033,686.80

This C.O. will **increase** contract by: \$ 152,312.00

The new contract price will be: \$3,185,998.80

**CHANGE TO CONTRACT TIME**

25 calendar days will be added to the contract time, therefore the substantial completion date will be changed from May 28, 2003 to June 22, 2003. The full completion date will be changed from September 13, 2003 to October 8, 2003.

**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the General Conditions of the Contract.

Requested by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_ date \_\_\_\_\_

CHANGE ORDER NO. 5  
Option "c"

Project Title: Downtown Dickson Enhancement Project  
Project No. 98097-20 Contract No. 02-14 Contract Date 3-19-2002  
Contractor: Township Builders, Inc.

The following changes are hereby made to the contract documents:

**Addition to the contract:**

Bid Item #12 (Aggregate Base) to be increased  
by 190 Tons @ \$22.00 per Ton \$ 4,180

Bid Item #14 (Tack Coat) to be increased by  
156 Gallons @ \$2.00 per Gallon \$ 312

Bid Item #16 (2" ACHM Surface Course) to be  
increased by 217 Tons @ \$50.00 per Ton \$ 10,850

Bid Item #17 (Cold Mill) to be increased by  
1934 S.Y. @ \$5.00 per S.Y. \$ 9,670

**Reduction to the contract:**

Bid Item #1 ( Remove and dispose of asphalt)  
to be reduced by 1556 S.Y. @ 4.00 per S.Y. \$ 6,224

**Net Increase in the contract amount** \$ 18,788

**Justifications:**

The original quantities were under estimated as indicated on the  
bid form by Atkins/Benham.

|                                             |                |
|---------------------------------------------|----------------|
| Original Contract Price:                    | \$2,948,590.30 |
| As adjusted by previous changes:            | \$3,033,686.80 |
| This C.O. will <b>increase</b> contract by: | \$ 18,788.00   |
| The new contract price will be:             | \$3,052,474.80 |

**CHANGE TO CONTRACT TIME**

10 calendar days will be added to the contract time, therefore  
the substantial completion date will be changed from May 28, 2003  
to June 7, 2003. The full completion date will be changed from  
September 13, 2003 to September 23, 2003.

**APPROVALS REQUIRED**

To be effective this change order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the General Conditions of the Contract.

Requested by \_\_\_\_\_

Date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_

Date \_\_\_\_\_

Approved by Mayor \_\_\_\_\_

date \_\_\_\_\_



Downtown/Dickson Enhancement Project, Inc.  
P.O. Box 3573  
Fayetteville, Arkansas 72702  
501-571-3337 Fax: 571-4297

DICKSON ST. ENHANCE  
C. 2 Page 7

**Downtown/Dickson  
Enhancement  
Project, Inc.**

# Memo

**To:** Sid Norbash and Jim Beavers  
**From:** Bootsie Ackerman  
**CC:**  
**Date:** January 7, 2003  
**Re:** Dickson Street Intersections

---

I am in receipt of your letter dated December 26, 2002. I have consulted with the DDEP Design Committee leadership and would ask that you please note the following preference of options for treatment of intersections on Dickson Street, as you requested.

1. Brick Pavers

The options of stamped concrete and asphalt overlay within the intersection boundaries would be the least desirable options. Those options are inconsistent with the aesthetic expectation of both DDEP and the public. We understand the financial constraints involved and are hopeful that the long-term benefit of more attractive materials will be considered.

NS

RECEIVED  
DEC 27 2002

117 Parkwood  
Lowell, AR 72745

Telephone 479.770.5800  
Fax 479.770.5801

info@atkinsamericas.com  
www.atkinsamericas.com

December 27, 2002

Mr. Jim Beavers, P.E.  
City of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

RE: Dickson Street Intersection

Dear Jim:

The relative costs of the concrete brick pavers, the stamped concrete, and an asphalt overlay are given in the table below.

| Options  | Bid Item | Materials             | Quantity | Unit | Unit Price     | Cost         |
|----------|----------|-----------------------|----------|------|----------------|--------------|
| Pavers   | 37       | Concrete Pavers       | 17400    | Ton  | 10.50 to 11.00 | \$189,449.50 |
|          | 12       | Aggregate Base Course | 1192.2   | Ton  | \$22.00        | \$26,228.99  |
|          |          |                       |          |      | Total          | \$215,678.49 |
| Concrete | NA       | Stamped Concrete      | 17400    | SF   | \$8.00         | \$139,200.00 |
|          | 12       | Aggregate Base Course | 596      | Ton  | \$22.00        | \$13,114.00  |
|          |          |                       |          |      | Total          | \$152,314.00 |
| Asphalt  | 16       | 2" Asphalt Overlay    | 217      | Ton  | \$50.00        | \$10,827.00  |
|          | 17       | Cold Mill             | 1934     | SY   | \$5.00         | \$9,670.00   |
|          | 12       | Aggregate Base        | 190      | Ton  | \$22.00        | \$4,175.00   |
|          | 14       | Tack Coat             | 96       | Gal  | 2.00           | \$192.00     |
|          |          |                       |          |      | Total          | \$24,864.00  |

The total area for the intersections is 17,400 square feet. The asphalt overlay price is based on the bid price of \$50.00 per ton for a 2" overlay. The cost of milling that area is not included in the overall project cost because the intersections had to be cut out to accommodate the 16 inch depth for the pavers and aggregate base.

The contractor may argue that his unit price to install asphalt should be more than the bid price for the street overlay due to the smaller quantity and more difficult installation.

The asphalt overlay price is based on milling the old asphalt where necessary and replacing with a two inch overlay. This means that the structural integrity of the intersection would be dependent on the existing material below the proposed overlay. The concrete paver plan required the removal of sixteen inches of material in the intersections and replacement with compacted base and pavers. In our opinion, this new structural system would be better than overlaying the existing materials.

The compaction of the two inch overlay against the concrete band will be critical to the success of an asphalt intersection. Otherwise, wheel loads transferring from the concrete band may push or roll the asphalt away from the concrete band.

We believe that there will be some loss of pedestrian security if asphalt is used. The visual awareness of the pedestrian area would be much more apparent to vehicle operators if the large intersection were of a different material than the street.

The most significant change would be aesthetic. The sense of history, character, and uniqueness from the brick pavers will be lost if asphalt is used.

Brick pavers or concrete will need to be used as the base for the razorback emblem of Arkansas Avenue.

I trust this provides the information you requested.

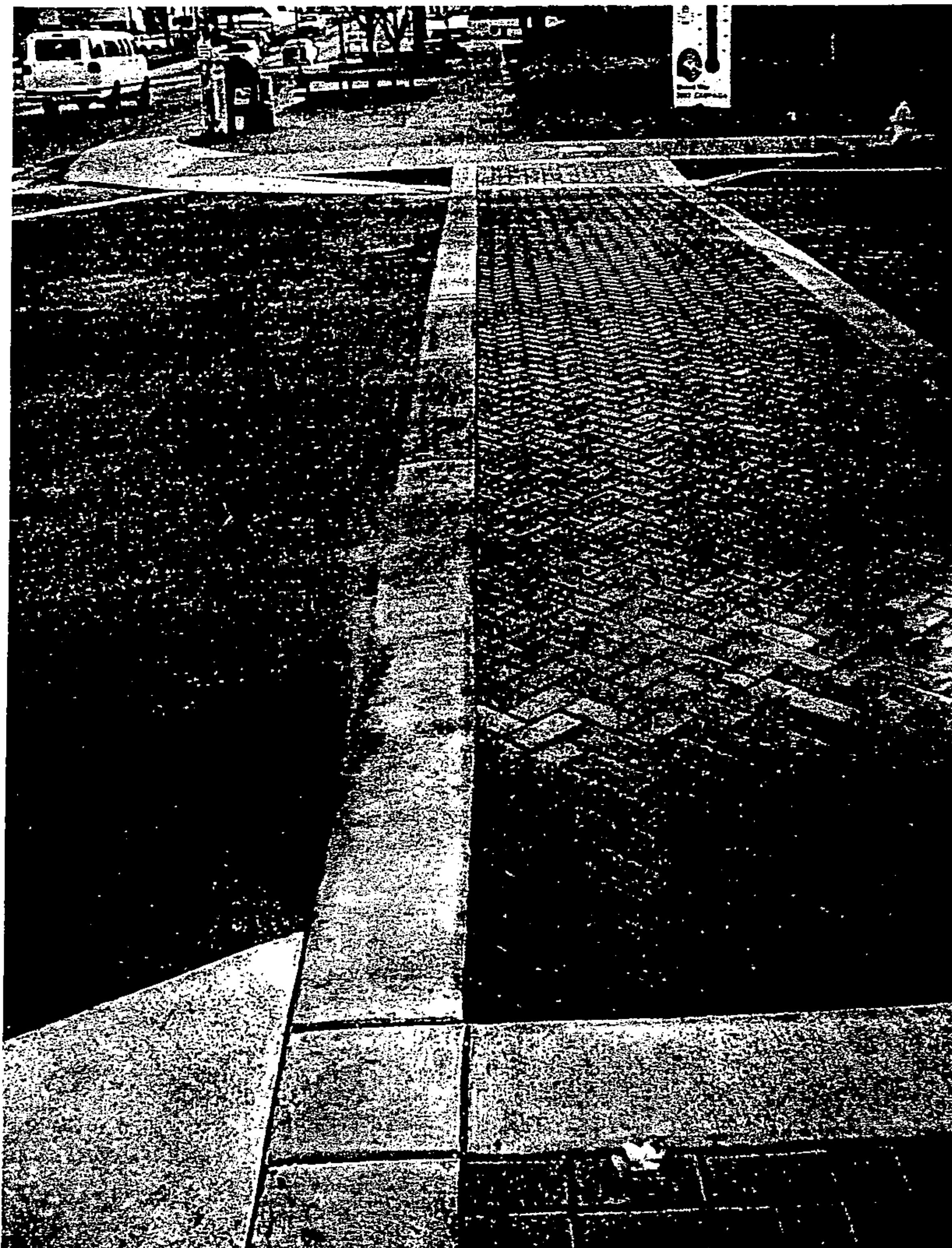
Sincerely,



Gary Carnahan, PE  
Manager



lm000348.jpg (1200x1600x24b jpeg)



**Intersection of Garland & Maple**



Im000304.jpg (1600x1200x240 jpeg)



Intersection of Garland & Maple

**There will be additional information on this item for the Council  
as part of the presentation at the agenda setting session.**

## STAFF REVIEW FORM

PUBLIC ACCESS  
C. 3. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council meeting of January 7, 2003

## FROM:

Marvin Hilton  
Name

Cable Administration  
Division

Urban Development  
Department

## ACTION REQUIRED:

Passage of a resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.

## COST TO CITY:

\$5,750.00

Cost of this Request

1010-0600-5713-00

Account Number

Project Number

69000  
Category/Project Budget

5750  
Funds Used To Date

63250  
Remaining Balance

Public Access  
Contract

Category/Project Name

Cable Administration

Program Name

General

Fund

## BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Manager

Administrative Services Director

## CONTRACT/GRANT/LEASE REVIEW:

## GRANTING AGENCY:

Accounting Manager

1/2/03  
Date

Internal Auditor

1/2/03  
Date

City Attorney

1/2/03  
Date ADA Coordinator

Date

Purchasing Officer

1/6/03  
Date Grant Coordinator

Date

## STAFF RECOMMENDATION:

Marvin Hilton  
Division Head

12-23-02  
Date

Hugh Barnett  
Department Director

1-2-03  
Date

Administrative Services Director

1-2-03  
Date

Mayor

1/2/03  
Date

## Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:



Description

Meeting Date

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

**TO:** Mayor Coody and City Council Members

**CC:** Hugh Earnest, Urban Development Director  
Telecommunications Board Members  
George Weiss, CAT Board President

**FROM:** Marvin Hilton, Cable Administrator on behalf of Susan Cromwell,  
Telecommunications Board Chairman

*PH 12-23-02*

**SUBJECT:** Public Access Television Contract

**DATE:** December 23, 2002

On behalf of the Telecommunications Board, I am requesting a one-month extension to the current CAT contract which is due to expire January 31, 2003. In order to complete contract negotiations and be ready for the February 18<sup>th</sup> meeting, the draft must be completed by January 31 and we need time to work together to complete the most comprehensive contract possible.

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 January, 2003, 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 February 1, 2003 and shall continue until the 28<sup>th</sup> day of February, 2003.

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 \$83.33 cash and up to \$83.33 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 Telecommunications 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 \$5,750 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 February 15th, 2003.

**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 hereunder 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.

COMMUNITY ACCESS TELEVISION

By: -

\_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_  
Dan Coody, Mayor

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Heather Woodruff, City Clerk





## STAFF REVIEW FORM

NEW WORLD  
C.4. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: January 21, 2003

## FROM:

Scott Huddleston

Information Technology

Administrative Services

Name

Division

Department

## ACTION REQUIRED:

Approve 3 Year Standard Software Maintenance contract with New World Systems, Inc. and authorize the Mayor and City Clerk to sign agreement.

## COST TO CITY: (2003 Combined Cost - All Three Programs)

|                          |                         |                                      |
|--------------------------|-------------------------|--------------------------------------|
| <u>\$111,694.00</u>      | <u>\$ 182,296.00</u>    | <u>Maintenance</u>                   |
| Cost of this request     | Category/Project Budget | Program Category / Project Name      |
| <u>1010.XXXX.5416.00</u> | <u>\$ -</u>             | <u>Information Tech./Police/Fire</u> |
| Account Number           | Funds Used to Date      | Program / Project Category Name      |
| <u>Project Number</u>    | <u>\$ 182,296.00</u>    | <u>General</u>                       |
|                          | Remaining Balance       | Fund Name                            |

## BUDGET REVIEW:

☒

Budgeted Item

Budget Adjustment Attached

[Signature]  
Budget Manager

Date

1-8-03

Administrative Services Director

Date

## CONTRACT/GRANT/LEASE REVIEW:

[Signature]  
Accounting Manager

Date

1/8/03

Internal Auditor

Date

[Signature]  
City Attorney

Date

1/8/03

ADA Coordinator

Date

\_\_\_\_\_  
Purchasing Manager

Date

Grant Coordinator

Date

STAFF RECOMMENDATION: Approve contract and authorize Mayor and City Clerk to sign agreement.

\_\_\_\_\_  
Division Head

Date

## Cross Reference

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

\_\_\_\_\_  
Department Director

Date

Previous Ord/Res#: \_\_\_\_\_

[Signature]  
Administrative Services Director

Date

1-10-03Orig. Contract Date \_\_\_\_\_

[Signature]  
Mayor

Date

1/10/03Orig. Contract Number \_\_\_\_\_

Description New World Systems Annual Maintenance Meeting Date January 21, 2003

Comments:

Budget Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Comments:

\_\_\_\_\_  
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Accounting Manager

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City Attorney

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Purchasing Manager

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ADA Coordinator

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Internal Auditor

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Grants Coordinator

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THE CITY OF FAYETTEVILLE, ARKANSAS

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October 2, 2000

TO: Mayor Coody

THRU: Steve Davis, Administrative Services Director

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 a three year Standard Software Maintenance Agreement (SSMA) contract with New World Systems, 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 this SSMA contract, and annual cost amounts..



**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (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) 01/01/03 to (end date) 12/31/2005.

**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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043**

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:

| <u>Application Package</u>                                   | <u>Number of Modules</u> |
|--------------------------------------------------------------|--------------------------|
| 1. Aegis® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. Aegis® - Additional CAD Software                          | 1                        |
| 3. Aegis® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. Aegis® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. Aegis® - Additional Law Enforcement Records Software      | 7                        |
| 6. Aegis® - Fire Records Base Software                       | 9                        |
| 7. Aegis® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. Aegis® - Public Safety Management Software                | 2                        |
| 9. Aegis® - Business Office Software                         | 1                        |
| 10. Aegis® - Photo Imaging Software                          | 2                        |
| 11. Aegis® - Additional Public Safety Software               | 4                        |
| 12. Mobile® - Mobile Software on the RS/6000                 | 2                        |
| 13. Mobile® - Mobile Laptop Software                         | 4                        |
| 14. Mobile® - Mobile Software on the iSeries 400             | 2                        |

**TOTAL LIST COST: \$389,000**

**MAINTENANCE COST: See Below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$50,714             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$54,254             | 1/1/05              |

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 THIRTY (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 Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

Customer: Fayetteville P.D., Arkansas

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems CorporationName: Larry D. StewerTitle: PresidentDate: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**



FAYETTEVILLE P.D., ARKANSAS

---

Licensed Application Software  
January, 2003

1. **Aegis®** - Combined LE/Fire/EMS CAD Software
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
  
2. **Aegis®** - Law Enforcement Records Software Base Package
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
  
3. **Aegis®** - Law Enforcement Records Federal/State Compliance
  
4. **Aegis®** - Additional Law Enforcement Records Software
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**

5. **Aegis®** - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis®** - Fire Records Federal/State Compliance
7. **Aegis®** - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. **Aegis®** - Business Office Software
  - Cash Register Interface
9. **Aegis®** - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. **Aegis®** - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface – Server
  - Graphical User Interface – Client
11. **Mobile®** - Mobile Software on the RS/6000
  - Base Message Switch to NCIC
  - New World CAD Interface
12. **Mobile®** - Mobile Laptop Software
  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile®** - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

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**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

NEW WORLD  
C.4. Page 9

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (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) 01/01/03 to (end date) 12/31/2005.

**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**



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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043

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:

| <u>Application Package</u>                                           | <u>Number of Modules</u> |
|----------------------------------------------------------------------|--------------------------|
| 1. <i>Aegis</i> ® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. <i>Aegis</i> ® - Additional CAD Software                          | 1                        |
| 3. <i>Aegis</i> ® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. <i>Aegis</i> ® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. <i>Aegis</i> ® - Additional Law Enforcement Records Software      | 7                        |
| 6. <i>Aegis</i> ® - Fire Records Base Software                       | 9                        |
| 7. <i>Aegis</i> ® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. <i>Aegis</i> ® - Public Safety Management Software                | 2                        |
| 9. <i>Aegis</i> ® - Business Office Software                         | 1                        |
| 10. <i>Aegis</i> ® - Photo Imaging Software                          | 2                        |
| 11. <i>Aegis</i> ® - Additional Public Safety Software               | 4                        |
| 12. <i>Mobile</i> ® - Mobile Software on the RS/6000                 | 2                        |
| 13. <i>Mobile</i> ® - Mobile Laptop Software                         | 4                        |
| 14. <i>Mobile</i> ® - Mobile Software on the iSeries 400             | 2                        |

**TOTAL LIST COST: \$389,000**

**MAINTENANCE COST: See Below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$50,714             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$54,254             | 1/1/05              |

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 THIRTY (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  
Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

ACCEPTED BY:

Customer: Fayetteville P.D., Arkansas

New World Systems Corporation

Name: \_\_\_\_\_

Name: Larry D. Lowder

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 10-16-92

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**

## Licensed Application Software

January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. **Aegis® - Law Enforcement Records Federal/State Compliance**
4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

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5. **Aegis®** - Fire Records Base Software
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  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis®** - Fire Records Federal/State Compliance
7. **Aegis®** - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. **Aegis®** - Business Office Software
  - Cash Register Interface
9. **Aegis®** - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. **Aegis®** - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface - Server
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  - New World CAD Interface
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  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile®** - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

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**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) 01/01/03 to (end date) 12/31/05.

**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);
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**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**

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**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:

| <u>Application Package</u>                                 | <u>Number of Modules</u> |
|------------------------------------------------------------|--------------------------|
| 1. Logos® - Financial Management Software (Base Package)   | 7                        |
| 2. Logos® - Additional Financial Management Software       | 6                        |
| 3. Logos® - Human Resources Software                       | 1                        |
| 4. Logos® - Additional Human Resources Software            | 1                        |
| 5. Logos® - Utility Management Information System Software | 2                        |
| 6. Logos® - Public Works Software                          | 2                        |
| 7. Logos® - Additional Logos Software                      | 4                        |
| 8. Application Source Code                                 |                          |

**TOTAL LIST COST: \$373,000**

**ANNUAL  
MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$52,220             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$55,950             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$59,680             | 1/1/05              |

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 THIRTY (30) DAYS FROM RECEIPT OF INVOICE.**

**CONFIDENTIAL**

ACCEPTED BY:

Customer: City of Fayetteville, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems Corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**



Licensed Application Software  
January, 2003

1. *Logos*<sup>®</sup> - Financial Management Software (Base Package)
  - General Ledger Module
  - Budgetary Accounting Module
  - Annual Budget Processing Module
  - Accounts Payable Module
  - Purchasing Control Module
  - Requisition Processing Module
  - Revenue Accounting Module
2. *Logos*<sup>®</sup> - Additional Financial Management Software
  - Project/Grant Accounting Module
  - Accounts Receivable Module
  - Fixed Assets Module
  - Integrated Inventory Module
  - Cash Register Interface Module
  - Management Reporting
3. *Logos*<sup>®</sup> - Human Resources Software
  - Payroll with Base Personnel Module
4. *Logos*<sup>®</sup> - Additional Human Resources Software
  - Advanced Personnel Module
5. *Logos*<sup>®</sup> - Utility Management Information System Software
  - Water/Sewer Module
  - Automatic PC Meter Read Module
6. *Logos*<sup>®</sup> - Public Works Software
  - Equipment Maintenance Module
  - Work Order Processing Module
7. *Logos*<sup>®</sup> - Other Logos Software
  - Parking Tickets Module
  - Animal Licensing Module
  - Utility Information Module
  - AS/400 iSeries Module

**CONFIDENTIAL**



FAYETTEVILLE P.D., ARKANSAS

Licensed Application Software  
January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. **Aegis® - Law Enforcement Records Federal/State Compliance**
4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**

5. **Aegis®** - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis®** - Fire Records Federal/State Compliance
7. **Aegis®** - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. **Aegis®** - Business Office Software
  - Cash Register Interface
9. **Aegis®** - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. **Aegis®** - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface – Server
  - Graphical User Interface – Client
11. **Mobile®** - Mobile Software on the RS/6000
  - Base Message Switch to NCIC
  - New World CAD Interface
12. **Mobile®** - Mobile Laptop Software
  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile®** - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Fayetteville P.D., Arkansas (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) 01/01/03 to (end date) 12/31/2005.

**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. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-2043

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:

| <u>Application Package</u>                                           | <u>Number of Modules</u> |
|----------------------------------------------------------------------|--------------------------|
| 1. <i>Aegis</i> ® - Combined LE/Fire/EMS CAD Software                | 13                       |
| 2. <i>Aegis</i> ® - Additional CAD Software                          | 1                        |
| 3. <i>Aegis</i> ® - Law Enforcement Records Software (Base Package)  | 14                       |
| 4. <i>Aegis</i> ® - Law Enforcement Records Federal/State Compliance | 1                        |
| 5. <i>Aegis</i> ® - Additional Law Enforcement Records Software      | 7                        |
| 6. <i>Aegis</i> ® - Fire Records Base Software                       | 9                        |
| 7. <i>Aegis</i> ® - Fire Records Federal/State Compliance Software   | 1                        |
| 8. <i>Aegis</i> ® - Public Safety Management Software                | 2                        |
| 9. <i>Aegis</i> ® - Business Office Software                         | 1                        |
| 10. <i>Aegis</i> ® - Photo Imaging Software                          | 2                        |
| 11. <i>Aegis</i> ® - Additional Public Safety Software               | 4                        |
| 12. <i>Mobile</i> ® - Mobile Software on the RS/6000                 | 2                        |
| 13. <i>Mobile</i> ® - Mobile Laptop Software                         | 4                        |
| 14. <i>Mobile</i> ® - Mobile Software on the iSeries 400             | 2                        |

TOTAL LIST COST: \$389,000

MAINTENANCE COST: See Below

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/1/03 to 12/31/03    | \$47,174             | 1/1/03              |
| 1/1/04 to 12/31/04    | \$50,714             | 1/1/04              |
| 1/1/05 to 12/31/05    | \$54,254             | 1/1/05              |

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 THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

**CONFIDENTIAL**

d. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by Fayetteville P.D., Arkansas (Customer) on June 18, 1997

ACCEPTED BY:

Customer: Fayetteville P.D., Arkansas

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems CorporationName: Larry D. LewellenTitle: PresidentDate: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**CONFIDENTIAL**

Licensed Application Software  
January, 2003

1. **Aegis® - Combined LE/Fire/EMS CAD Software**
  - Call Scheduling
  - Call Stacking
  - Geo-File Verification
  - Hazard and Location Alerts
  - Hydrant Inventory
  - Interface to Aegis/400 LE Records
  - Interface to Aegis/400 Fire/EMS Records
  - Note Pads
  - Rip-N-Run
  - Run Cards
  - Tone Alerts
  - Unit Status Monitors
  - Unit Recommendations
2. **Aegis® - Law Enforcement Records Software Base Package**
  - Accidents
  - Arrest
  - Business Registry
  - Case Processing
  - Computer Aided Investigations
  - Federal Reports (UCR/IBR)
  - Geo-File Verification
  - Impounded Vehicles
  - Incident Tracking
  - Jacket Processing
  - Personnel/Education
  - Property
  - Traffic Tickets and Citations
  - Wants and Warrants
3. **Aegis® - Law Enforcement Records Federal/State Compliance**
4. **Aegis® - Additional Law Enforcement Records Software**
  - Case Management
  - Field Investigations
  - Pawn Shops
  - GEO File Verifications
  - Pawn Shops
  - Bookings
  - Activity Reporting and Scheduling
  - Property Room Bar Coding

**CONFIDENTIAL**



5. **Aegis** - Fire Records Base Software
  - Activity Reporting and Scheduling
  - Arson Investigations
  - Hazardous Materials
  - Hose Inventory and Maintenance
  - Hydrant Inventory and Inspections
  - Incident Tracking
  - Inspection Tracking
  - Personnel/Education
  - Pre-plans
6. **Aegis**® - Fire Records Federal/State Compliance
7. **Aegis**® - Public Safety Interface Software
  - AS/400 State/NCIC Interface
  - On-Line CAD Interface to State/NCIC
8. **Aegis**® - Business Office Software
  - Cash Register Interface
9. **Aegis**® - Photo Imaging Software
  - Capture/View Stations
  - Public Safety Line Ups/Mug Shots
10. **Aegis**® - Additional Public Safety Software
  - Microsoft Word Interface
  - Data Analysis and Mapping
  - Graphical User Interface - Server
  - Graphical User Interface - Client
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  - New World CAD Interface
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  - LE State/NCIC via Switch
  - LE IBR Field Reporting
  - LE CAD via Switch
  - LE IBR Field Reporting Compliance
13. **Mobile**® - Mobile Software on the iSeries 400
  - MDT/MCT Base LE CAD Interface
  - MDT/MCT Base CAD/RMS Interface

**CONFIDENTIAL**





**New World Systems™**  
*The Public Sector Software Company*

October 15, 2002

Judy Cohea  
Financial Analysis  
City of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

## **NOTICE OF EXPIRATION OF ANNUAL MAINTENANCE EFFECTIVE 01/30/03**

We are pleased to send you the renewal of your Standard Software Maintenance Agreement (SSMA). The enclosed SSMA will continue coverage for three (3) additional years after the expiration date.

New World Systems® maintains a very active software 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 our periodic updates and new releases will keep your licensed software state-of-the-art. Additional services also provided by your New World SSMA include: 1-800 Phone Support, Documentation Updates, Software Modifications and participation in our User Group Meetings.

To continue the many benefits of maintenance coverage, **PLEASE SIGN AND RETURN BOTH COPIES OF THE SSMA TO MY ATTENTION.** A countersigned original will be promptly returned to you. Thank you for your continued support. If you should have any questions, please feel free to call me at any time.

Sincerely,

Dawn Hoover  
Account Services  
New World Systems

Enclosures

**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 Courts (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) 01/01/03 to (end date) 12/31/05.

**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**

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**CONFIDENTIAL**

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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 3

**TOTAL LIST COST: \$82,000**

**ANNUAL  
MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/01/03 to 12/31/03   | \$12,300             | 01/01/03            |
| 1/01/04 to 12/31/04   | \$13,120             | 01/01/04            |
| 1/01/05 to 12/31/05   | \$13,940             | 01/01/05            |

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**



Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by  
City of Fayetteville, AR Court (Customer) on July 8, 1991

ACCEPTED BY:

Customer: City of Fayetteville Court, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems Corporation

Name: Larry D. Newberry

Title: President

Date: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**

## CITY OF FAYETTEVILLE, AR COURT

---

Licensed Application Software  
January, 2003

1. *Themis*<sup>®</sup> - Court Management Base Software (Multi-Jurisdictional)
  - Case Management and Tracking Module
  - Court Scheduling Module
  - Disbursement Administration Module
  - Court Revenue Processing Module
  - Wants/Warrants Tracking Module
  - Public Information Management Module
  - Interface to *Aegis* / 400 LE RMS Module
  - Bond Disbursement and Tracking Module
  
2. *Themis*<sup>®</sup> - Additional Court Management Software
  - Traffic Court Module
  - Criminal Court Module
  - Civil Court Module

**CONFIDENTIAL**

**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 Courts (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) 01/01/03 to (end date) 12/31/05.

**2. Services Included**

The following services or features are available under this SSMA:

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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.

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**CONFIDENTIAL**



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**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. <i>Themis</i> ® - Municipal Court Management Software          | 8 |
| 2. <i>Themis</i> ® - Optional Municipal Court Management Software | 3 |

**TOTAL LIST COST: \$82,000**

**ANNUAL  
MAINTENANCE COST: see below**

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-----------------------|----------------------|---------------------|
| 1/01/03 to 12/31/03   | \$12,300             | 01/01/03            |
| 1/01/04 to 12/31/04   | \$13,120             | 01/01/04            |
| 1/01/05 to 12/31/05   | \$13,940             | 01/01/05            |

**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 THIRTY (30) DAYS FROM RECEIPT OF INVOICE.**

**CONFIDENTIAL**



d Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by  
City of Fayetteville, AR Court (Customer) on July 8, 1991

ACCEPTED BY:

Customer: City of Fayetteville Court, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems Corporation

Name: Larry D. Newell

Title: President

Date: 10-16-02

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement

**CONFIDENTIAL**

## CITY OF FAYETTEVILLE, AR COURT

---

Licensed Application Software  
January, 2003

1. *Themis*<sup>®</sup> - Court Management Base Software (Multi-Jurisdictional)
  - Case Management and Tracking Module
  - Court Scheduling Module
  - Disbursement Administration Module
  - Court Revenue Processing Module
  - Wants/Warrants Tracking Module
  - Public Information Management Module
  - Interface to *Aegis* / 400 LE RMS Module
  - Bond Disbursement and Tracking Module
2. *Themis*<sup>®</sup> - Additional Court Management Software
  - Traffic Court Module
  - Criminal Court Module
  - Civil Court Module

**CONFIDENTIAL**





## STAFF REVIEW FORM

HANSEN  
C.5. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: January 21, 2003

## FROM:

Scott Huddleston Information Technology Administrative Services

Name Division Department

ACTION REQUIRED: Approve Purchase Request to Hansen Information Technologies for 2003 Service and Maintenance Fees.

## COST TO CITY:

|                          |                         |                                 |
|--------------------------|-------------------------|---------------------------------|
| <u>\$44,190.00</u>       | <u>\$ 149,850.00</u>    | <u>Maintenance</u>              |
| Cost of this request     | Category/Project Budget | Program Category / Project Name |
| <u>1010-1710-5416 00</u> | <u>\$ 0.00</u>          | <u>Maintenance</u>              |
| Account Number           | Funds Used to Date      | Program / Project Category Name |
|                          | <u>\$ 149,850.00</u>    | <u>General</u>                  |
| Project Number           | Remaining Balance       | Fund Name                       |

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] 1-8-03 [Signature]  
 Budget Manager Date Administrative Services Director Date

## CONTRACT/GRANT/LEASE REVIEW:

|                    |               |                    |               |
|--------------------|---------------|--------------------|---------------|
| <u>[Signature]</u> | <u>1/8/03</u> | <u>[Signature]</u> | <u>1/8/03</u> |
| Accounting Manager | Date          | Internal Auditor   | Date          |
| <u>[Signature]</u> | <u>1/8/03</u> |                    |               |
| City Attorney      | Date          | ADA Coordinator    | Date          |
|                    |               |                    |               |
| Purchasing Manager | Date          | Grant Coordinator  | Date          |

STAFF RECOMMENDATION: Approve Purchase Request.

[Signature] 1/7/03  
 Division Head Date

Date  
 Department Director

Date  
 Administrative Services Director

Date  
 Mayor

## Cross Reference

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Description \_\_\_\_\_ Meeting Date \_\_\_\_\_

Comments:

Budget Manager

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Reference Comments:

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Accounting Manager

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City Attorney

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Purchasing Manager

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ADA Coordinator

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Internal Auditor

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Grants Coordinator

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CITY OF FAYETTEVILLE, ARKANSAS

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October 2, 2000

TO: Mayor Coody

THRU: Steve Davis, Administrative Services Director

FROM: Scott Huddleston, Information Technology Manager *SH*

SUBJECT: AGENDA ITEM TO APPROVE PURCHASE REQUEST TO HANSEN INFORMATION TECHNOLOGIES FOR 2003 SERVICE AND MAINTENANCE FEES.

---

Staff recommends approval of purchase request to Hansen Information Technologies for 2003 Service and Maintenance Fees.

January 15, 2002, City Council approved a resolution (7-02) contracting with Hansen Information Technologies for purchase of software, professional services for installation and training, and a service and maintenance agreement. The service and maintenance agreement contained an automatic renewal after the initial period. All software modules have been installed and are running live, and the initial maintenance period has expired. The service and maintenance agreement provides all software updates to the Hansen software and 1-800 technical phone support.





|         |            |
|---------|------------|
| Invoice | SMAR100218 |
| Date    | 10/31/2002 |
| Page    | 1          |

FAYETTEVILLE, CITY OF  
SCOTT HUDDLESTON  
113 WEST MOUNTAIN STREET  
FAYETTEVILLE AR 72701

| Invoice Type                                                                                          |                                                                                                                                                                                             | Purchase Order/Contract No. |       | Payment Terms |             |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|---------------|-------------|
| SMAR                                                                                                  |                                                                                                                                                                                             |                             |       | Net 00        |             |
| Item                                                                                                  | Unit Price                                                                                                                                                                                  | Qty                         | Order | Amount        |             |
| SMA-CS                                                                                                | Service and Maintenance Fees                                                                                                                                                                |                             |       |               |             |
|                                                                                                       | \$44,190.00                                                                                                                                                                                 | 1.00                        |       | \$44,190.00   |             |
|                                                                                                       | V7.x Building, Complex, Customer Service, ArcView, Land Management, Parks, Plant, Sewer, Storm, Street, Water, Pavement, Dynamic Portal, Adv. Asset Insp., Visual Res. Mgr., and Tab Editor |                             |       |               |             |
| Due on or before 1/1/2003 for Coverage Term: 1/1/2003 - 12/31/2003 Questions: Diane Eames @ Ext. 3002 |                                                                                                                                                                                             |                             |       | Subtotal      | \$44,190.00 |
|                                                                                                       |                                                                                                                                                                                             |                             |       | Tax           | \$0.00      |
|                                                                                                       |                                                                                                                                                                                             |                             |       | Total         | \$44,190.00 |



# CITY OF FAYETTEVILLE

Purchase Requisition

for #:  
11273

Vendor Name:  
Hansen Information Tech.

Registration No.:  
P.O. Number:

Date:  
January 7, 2003  
Expected Delivery Date:

Address:  
5 Markston Road

City:  
Fayetteville, AR

State:  
CA

Zip:  
95625

Item:

FOB Point:  
Fayetteville, AR

Ship To Code:  
030

Requester's Employee #:  
331

Requester:

Requester's Employee #:  
331

Division Head Approval:  
*[Signature]*

Extension:  
320

| Item | Description                       | Quantity | Unit of Measure | Unit Cost   | Extended Cost | Account Number    | Project/Contract Number | Inventory # | Fiscal Asset # |
|------|-----------------------------------|----------|-----------------|-------------|---------------|-------------------|-------------------------|-------------|----------------|
| 1    | 2003 Annual Maintenance Agreement | 1        | EA              | \$44,180.00 | \$44,180.00   | 1010.1710.5416.00 |                         |             |                |
| 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   | SHIPPING/HANDLING                 |          | EA              |             | \$0.00        |                   |                         |             |                |

Special Instructions:

Subtotal: \$44,180.00  
Tax: \$2,038.55  
TOTAL: \$46,228.55

Approvals:

Mayor: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Admin. Services Director: \_\_\_\_\_

Budget Coordinator: \_\_\_\_\_

I.T. Manager: \_\_\_\_\_



## STAFF REVIEW FORM

CITY ORGAN. CHART  
C.6. Page 1

☒ AGENDA REQUEST  
☐ CONTRACT REVIEW  
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF January 21, 2003 MAYOR'S APPROVAL \_\_\_\_\_

## FROM:

Dan Coody  
NameMayor  
DivisionAdministration  
DepartmentACTION REQUIRED An Ordinance Amending §33.001 City Organizational Chart

## 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: \_\_\_\_\_

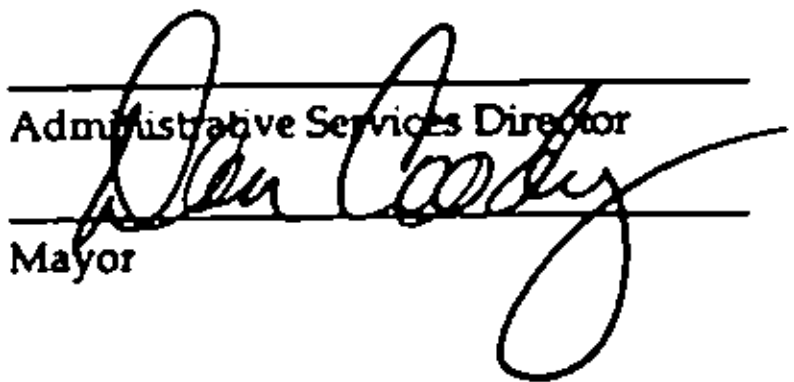
Accounting Manager \_\_\_\_\_ Date \_\_\_\_\_  
 1/10/03  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_Internal Auditor \_\_\_\_\_ Date \_\_\_\_\_  
ADA Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Officer \_\_\_\_\_ Date \_\_\_\_\_

## STAFF RECOMMENDATION:

Division Head \_\_\_\_\_ Date \_\_\_\_\_

Department Director \_\_\_\_\_ Date \_\_\_\_\_

Administrative Services Director \_\_\_\_\_ Date \_\_\_\_\_  
 1/10/03  
Mayor \_\_\_\_\_ Date \_\_\_\_\_CROSS REFERENCENew Item: **Yes** No

Previous Ordinance/Resolution No.: \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING §33.001  
CITY ORGANIZATIONAL CHART

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §33.001 City Organizational Chart by replacing the current chart with the chart attached to this ordinance as Exhibit "A".

**PASSED and APPROVED** this the 21<sup>st</sup> day of January, 2003.

APPROVED:

By: \_\_\_\_\_  
DAN GOODY, Mayor

ATTEST:

By: \_\_\_\_\_  
Heather Woodruff, City Clerk

# NORTHWEST ARKANSAS TIMES

Monday, January 20, 2003

## FINAL AGENDA CITY COUNCIL JANUARY 21, 2003

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.



### A. CONSENT

#### 1. APPROVAL OF THE MINUTES

2. BEVERAGE CONTAINERS: A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.

3. CDBG: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.

4. HABITAT FOR HUMANITY: A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.

5. PUBLIC ACCESS: A resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.

6. NEW WORLD: A resolution approving a standard software maintenance agreement with New World Systems, Inc. for a period of three years; and authorizing the Mayor and City Clerk to execute said contract.

7. HANSEN: A resolution to approve the Service and Maintenance Fees with Hansen Information Technologies for 2003.

### B. OLD BUSINESS

1. RZN 02-40.00: An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Stone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.

2. RZN 02-41.00: An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

### C. NEW BUSINESS

1. MEETING TIME: An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.

2. DICKSON ENHANCEMENT: A resolution approving Change Order #5 to the construction contract with Township Builders, Inc. for Dickson Street Enhancement Project.

3. TRASH CARTS: An ordinance amending Chapter 50 Garbage and Trash, of the Code of Fayetteville, to adopt a residential cart exchange fee.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## TENTATIVE AGENDA CITY COUNCIL JANUARY 21, 2003

A meeting of the Fayetteville City Council will be held on January 21, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

### A. CONSENT

#### 1. APPROVAL OF THE MINUTES

*okay* 2. **BEVERAGE CONTAINERS:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas Municipal League during the 2003 State Legislative Session.

*okay* 3. **CDBG:** A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Community Development Block Grants.

*okay* 4. **HABITAT FOR HUMANITY:** A resolution to waive the building permit fee and other developmental fees for homes to be constructed by Habitat for Humanity.

*no water? sewer tops will be waived* 5. **TRASH CARTS:** A resolution establishing a fee to residential customers for exchanging trash carts for a larger size cart. No charge for changing to a smaller size cart.

*trucks are here, End of March if the* **OLD BUSINESS** *do just part of the City*

**RZN 02-40.00:** An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.



ALL NO'S RZN failed

Suspend  
3rd & final  
6-1 passed

**RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

**C. NEW BUSINESS**

Suspend - Go to Second.

Suspend -  
Third & Final

6:30 tonight

Passed 5 to 2

**MEETING TIME:** An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.

Need 6  
to pass  
as an  
emergency  
clause

Table to  
2nd Meeting in  
February

**DICKSON ENHANCEMENT:** A resolution approving Change Order #5 to the construction contract with Township Builders, Inc. for Dickson Street Enhancement Project.

Consent

Consent

Consent

**PUBLIC ACCESS:** A resolution accepting a contract for public access television services from February 1, 2003 until February 28, 2003.

**NEW WORLD:** A resolution approving a standard software maintenance agreement with New World Systems, Inc. for a period of three years; and authorizing the Mayor and City Clerk to execute said contract.

**HANSEN:** A resolution to approve the Service and Maintenance Fees with Hansen Information Technologies for 2003.

(?)

**CITY ORGANIZATIONAL CHART:** An ordinance amending §33.001 City Organizational Chart.

31  
days  
before  
going  
to  
6:00

Monday 4:30

Resident who take the position  
Apply - do not have to live in City.

Schedule Meeting - Thursday AM. 8:30 the 23rd  
Room 326

Adjourn - 7:20 PM

(Committee Meeting CAT)

George Weiss  
582-5193

What press  
needs to be  
not. for a  
Special Committee  
meeting



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## TENTATIVE AGENDA CITY COUNCIL JANUARY 21, 2003

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*NOMINATING Committee.*

### A. CONSENT

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### B. OLD BUSINESS

1. RZN 02-40.00: An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting and was tabled at the January 7, 2003 meeting.

2. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the second reading at the January 7, 2003 meeting.

**C. NEW BUSINESS**

1. **MEETING TIME:** An ordinance to repeal §32.02 Meetings of the Code of Fayetteville and to declare an emergency.
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**TENTATIVE AGENDA  
CITY COUNCIL  
JANUARY 21, 2003**

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Mayor's State of City Address - he needs

info from everyone - he needs info by  
(everything that has been done in)  
(C.C. Division - improvement etc.) 1-20-03

**DRAFT TENTATIVE AGENDA  
CITY COUNCIL  
JANUARY 21, 2003**

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**A. CONSENT**

**1. APPROVAL OF THE MINUTES**

- 2. BEVERAGE CONTAINERS:** A resolution of support for the beverage container deposit legislation being sponsored by the Arkansas ~~Municipal~~ *Municipal* League during the 2003 State Legislative Session.

**B. OLD BUSINESS**

**C. NEW BUSINESS**

- 1. STUDENT HOUSING:** An ordinance authorizing the Fayetteville Public Facilities Board to develop Student Housing Facilities and to issue revenue bonds for the purpose of financing the same; authorizing and prescribing other matters pertaining thereto; and declaring an emergency.

*at the UofA.*

*pull off Mayor, Kat + Hugh to talk to Peterson*  
*at the UofA.*  
*Put on this agenda (1-21-03)*  
*the Dec. 17th meeting*  
*(contains larger to smaller)*

*Township Change Order #5 - Grog - Old Business - pulled Dec. 17th*  
*Builders*  
*3-Month agreement for IT - Steve Davis*

*1 mo. ext for CAT - Hugh*

*1-17-03*  
*week from Fri - Martin Luther King unveiling the signs*

1-6-03

11:00 AM

Grove Davis said he  
would have Hansen +  
New World maint contact  
to you by Wednesday.

There will be only  
2 not 3.

AP.



# NORTHWEST ARKANSAS EDITION

## Arkansas Democrat-Gazette

### AFFIDAVIT OF PUBLICATION

I, Diane Williams, do solemnly swear that I am  
Legal Clerk of the Arkansas Democrat-Gazette newspaper, printed and  
published in Lowell, Arkansas, and that from my own personal knowledge  
and reference to the files of said publication, the advertisement of:

Final Agenda was inserted in the regular editions on  
1-20-03.

\*\* Publication Charge: \$ 118.04

Subscribed and sworn to before me this

20 day of January, 2003.

Tammy Allen  
Notary Public

Official Seal  
TAMMY ALLEN  
Notary Public, Arkansas  
WASHINGTON COUNTY  
My Commission Expires 11-05-2011

\*\* Please do not pay from Affidavit.  
An invoice will be sent.

RECEIVED

JAN 22 2002

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

RECEIVED

JAN 22 2003

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

01-22-03A09:13 RCVD

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