

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
January 20, 2009**

A meeting of the Fayetteville City Council will be held on January 20, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items: State of the City Address

Agenda Additions:

A. Consent:

1. Approval of the January 6, 2009 City Council meeting minutes. **APPROVED.**
2. **Bid # 09-01, Farmington Gravity Sewer Line:** A resolution approving a cost-share with the City of Farmington to contract with Garney Companies, Inc. in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid # 09-01; and approving a 10% contingency in the amount of \$33,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 09-09.

3. **Graffiti Removal Fund:** A resolution to approve a budget adjustment in the amount of \$150.00 for a charitable gift from Tom Overbey for graffiti removal fund.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 10-09.

4. **Police Officer Service Awards:** A resolution to approve a budget adjustment in the amount of \$4,880.00 to reflect the donations of several Fayetteville businesses or citizens in support of police officer service awards.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 11-09.

5. **Grooming And Uniform Requirements and Specifications Policy:** A resolution approving and adopting Policy No. 41.3.5 “Grooming and Uniform Requirements and Specifications” to the Fayetteville Police Department’s Policies, Procedures & Rules Manual.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 12-09.

6. **Mutual Aid Police Protection Agreement:** A resolution to approve a mutual aid police protection agreement with Fort Smith.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 13-09.

7. **Garver Engineers, LLC Contract Amendment No. 2:** A resolution approving Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 14-09.

8. **Mount Comfort Road Improvements Project Settlement in the Amount of \$350,000.00 and Conveyance of .64 Acres of City Land:** A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 15-09.

9. **Cannon USA:** A resolution approving the purchase of three (3) replacement copiers from Cannon USA through the state copier contract in the amount of \$53,968.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 16-09.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.

(This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.)

This ordinance was left on the Third Reading at the January 6, 2009 City Council meeting and tabled to the January 20, 2009 City Council Meeting.

THIS ITEM FAILED.

C. New Business:

- 1. Arkansas Democrat-Gazette Agreement:** A resolution approving agreements with the Arkansas Democrat-Gazette – Northwest Edition for display and legal advertising.

THIS ITEM WAS TABLED TO THE FEBRUARY 3, 2009 CITY COUNCIL MEETING.

- 2. Amend Chapter 31, Vacation and Sick Leave:** An ordinance to Amend Chapter 31 City Officials to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5212.

- 3. Amend Chapter 31, Mayor and City Attorney Salary Rollback:** An ordinance to roll back the salary of the Mayor and City Attorney to the previous year's level.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5213.

- 4. Amend Chapter 31, Elected City Officials' Compensation Freeze:** An ordinance to amend Chapter 31: City Officials by repealing § 31.17 (D) and enacting a new § 31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5214.

- 5. Amend Chapter 166, Development:** An ordinance to amend § 166.03 Required On-Site Improvements-Subdivisions In City Limits and § 166.05 Large Scale Development of the Unified Development Code by adding infrastructure improvements where the need for such improvement is caused by the proposed subdivision.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5215.

Announcements:

- 1. City Council Tour: None**

Adjournment: Meeting adjourned at 8:35 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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City Council Meeting:

January 20, 2009

Adjourn:

8:35 PM

Subject:		Roll			
<i>Alderman Gray was absent</i>	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	<i>Absent</i>			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan	✓			

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:		Consent			
Motion To:					
Motion By:					
Seconded:					
<u>Passed</u> Minutes Approved Res. 09-09 to 16-09	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:		Park West, LLC Cost Share			
Motion To:		3rd Read	Pass		
Motion By:		Thiel			
Seconded:		Ferrell			
B. 1 Unfinished Business <i>Failed</i>	Ferrell	✓	✓		
	Lucas	✓	NO		
	Lewis	✓	NO		
	Gray	Absent	absent		
	Thiel	✓	NO		
	Cook	✓	NO		
	Petty	✓	✓		
	Rhoads	✓	✓		
	Mayor Jordan				

7-0

3-4 failed

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Mayor Jordan				

Subject:		Arkansas Democrat-Gazette Agreement			
Motion To:			Table to Feb. 3, 2009		
Motion By:			Ferrell		
Seconded:			Petty		
C. 1 New Business Tabled to Feb. 3, 2009	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	absent			
	Thiel	✓			
	Cook	recuse			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

6-0

Subject:		Amend Chapter 31, Vacation and Sick Leave			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Cook	Cook	
Seconded:			Lucas	Lucas	
C. 2 New Business passed	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	absent	absent	absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

5212

7-0

7-0

7-0

Subject:		Amend Chapter 31, Mayor and City Attorney Salary Rollback			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Cook	Cook		
Seconded:		Thiel	Ferrell		
C. 3 New Business passed 5213	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	absent	absent	absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Amend Chapter 31, Elected City Officials' Compensation Freeze			
Motion To:		Amend	2nd Read	3rd Read	Pass
Motion By:		Ferrell	Cook	Cook	
Seconded:		Cook	Thiel	no second	
C. 4 New Business passed 5214	Ferrell	✓	✓	✓	✓
	Lucas	NO	✓	✓	✓
	Lewis	✓	✓	✓	✓
	Gray	absent	absent	absent	absent
	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Rhoads	✓	✓	✓	✓
	Mayor Jordan				
		6-1	7-0	7-0	7-0

Subject:		Amend Chapter 166, Development			
Motion To:					
Motion By:					
Seconded:					
C. 5 New Business <i>Passed</i> 5215	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
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Departmental Correspondence

To: Mayor Lioneld Jordan and Members of the City Council

Thru: Greg Tabor, Police Chief 
Judy Cohea, Support Services Manager

From: Willie Newman, Financial Coordinator

Date: December 19, 2008

Re: **Fayetteville Police Department Donations**

Background

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel.

Discussion

In December 2008, the Police Department received several checks totaling \$4,880.00 from various businesses to recognize and support our officer service awards program. The checks were deposited into the City's General Fund and will be tracked through the City's Project Accounting System to insure that the donors intended purpose is met.

Recommendation

Staff recommends acceptance of these donations to the Fayetteville Police Department in the total amount of \$4,880.00 and approval of their intended purposes. If you should have any comments or questions regarding these donations acceptance, please contact me at extension 579.

Budget Impact

None

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN
THE AMOUNT OF \$4,880.00 TO REFLECT THE DONATIONS
OF SEVERAL FAYETTEVILLE BUSINESSES OR CITIZENS IN
SUPPORT OF POLICE OFFICER SERVICE AWARDS**

WHEREAS, the Fayetteville Police Department provides annual service awards to police officers from funds donated by local individuals, groups and businesses; and

WHEREAS, donations have been received from the following individuals, groups and businesses:

<u>Individual, Group or Business</u>	<u>Amount</u>
Shelton Tucker Craft American Legion Post #27	\$ 250.00
John H. Ogden	100.00
Executive Square, Inc.	100.00
Smith Two-Way Radio, Inc.	100.00
The Eye Center	50.00
Brewski's, Inc.	50.00
First Federal Bank of Arkansas	50.00
Arvest Bank Operations, Inc.	250.00
Jordon and Associates	400.00
Longer Investments, Inc.	250.00
Andy & Shirley Lucas	125.00
Carl Owens, C.P.A.	30.00
Condom Sense	50.00
Jim Phillips of County Line Liquor	250.00
Dr. C.R. Magness of Dickson Street Clinic	100.00
Dr. Glen Fincher	100.00
Dr. John B. Weiss	100.00
Dr. Kathleen W. Paulson	50.00
George's Majestic Lounge	100.00
Greenland Wrecker	100.00
King's Floor Covering, Inc.	25.00
McBride Distributing Company	250.00
Moore's Chapel	100.00
Neal R. Pendergraft, Attorney	100.00
North Hills Surgery Center	100.00
Premium Brands	100.00
Service Supply Company, Inc.	100.00
Tyson Foods	1,000.00
TOTAL	\$4,880.00

**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 approves a budget adjustment in the amount of \$4,880.00 to reflect the donations of several Fayetteville businesses, groups and citizens in support of police officer service awards.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

A. 4
Police Officer Service Awards
Page 4 of 4

Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 1/6/2009	Adjustment Number
--------------------------------	--	---------------------------------------	--------------------------

Project or Item Added/Increased: Employee Recognition	Project or Item Deleted/Reduced: None
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Justification of this Increase: Recognize various donations made to the Fayetteville Police Department in support of our officer service award program.	Justification of this Decrease: None
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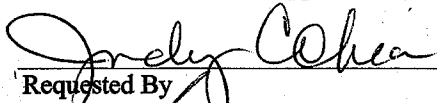
Increase Budget

Account Name	Account Number	Amount	Project Number
Employee Recognition	1010 2920 5329 00	4,880	03044 6

Decrease Budget

Account Name	Account Number	Amount	Project Number
Donations - Police Department	1010 0001 4808 02	4,880	03044 6

Approval Signatures

	11/13/09
Requested By	Date
	11-13-09
Budget Director	Date
Department Director	Date
Finance Director	Date
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	<u>D</u>	E
General Ledger Date					
Approval Date					
	Initial	Date			
Posted to General Ledger					
	Initial	Date			
Posted to Project Accounting					
	Initial	Date			

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) REPLACEMENT COPIERS FROM CANON USA THROUGH THE STATE COPIER CONTRACT IN THE AMOUNT OF \$53,968.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of three (3) replacement copiers from Canon USA through the State Copier Contract in the amount of \$53,968.00.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



Partners in Progress

Mayor Lioneld Jordan

January 20, 2009

I am privileged to serve as Mayor of our wonderful city, and I am humbled by the responsibility that the people have entrusted to me. I am honored to be your servant, and I will work every day to make our community better for every citizen. That is my solemn pledge to you.

Thanks to the vision of Mayor Dan Coody, the dedicated effort of our fine Aldermen, the hard work of our outstanding city employees, and the contributions of many individual residents who share our civic concerns, I am pleased to report to the City Council and to my fellow citizens that the State of our City is sound.

We begin the year with a balanced city budget, solid progress on improving our infrastructure, dedicated police officers and fire fighters who

assure our safety, and a commitment to institutional and individual partnerships to nurture and sustain the things we love about this great community.

We also begin the year facing many new challenges and we must be prepared to face those together with resolve. We are not immune from the problems of a faltering national economy, and we must anticipate and be prepared for the consequences of any revenue shortfall. We must be responsible stewards of our tax dollars, and we must maintain essential city services for our citizens. Toward that end, I have already begun to identify potential cost savings and have implemented a more effective management structure to improve efficiency and control costs. Our staff already has offered many good solutions, and we will institute an ongoing, frequent, consistent review of cost/benefit analysis of operations and projects to assure the services and quality of life that our citizens expect and deserve.

I believe in leadership by example, and I have proposed to cut the mayor's salary and roll it back to last year's level. I have signed an affidavit that I will not avail myself of the special lifetime retirement plan funded from general revenues. I have asked to return the \$5,000 annual car allowance formerly paid to the mayor and instead, to use a vehicle from the

city fleet when necessary to travel on city business. We have already achieved some savings in the salaries of top staff, and I will continue to look for savings in all areas of city operations. My staff and I are partners in this effort.

Even in uncertain economic times, we must be bold in our efforts to develop and implement a strategic economic development plan for our city. Not only can this lead to increased revenues without a tax increase, but more importantly, it can help assure green jobs, good jobs that pay a living wage, allowing individuals and working families to have the basic necessities and a better life. We already know that we need greater efficiency in the development approval process, a workforce trained for the jobs of the future, and better methods to accurately measure the results of our efforts. We can draw on the suggestions of recent studies and the work of my outstanding Transition Team to craft a plan that is consistent with Governor Mike Beebe's long-term strategic plan to help achieve economic improvement for our state through collaboration and cooperation.

To that end, know that I am serious, and within six weeks I will host a Community Summit on the Future of Fayetteville that will be open to every citizen and I will consider all views in forging our own economic and

community development strategy. We must have the participation of the business community and advocates for working families, students and retirees, public institutions and private citizens, as partners in our shared progress. We will have, within 90 days, an economic and community development strategy that considers support for existing small businesses as well as nurturing new opportunities, and together we will work to make it a reality. A slow national economy is no excuse for inaction but an opportunity for us to move quickly and prepare now for our shared future.

My first and immediate goal will be to do everything possible to secure and support the establishment of a Satellite Campus of the University of Arkansas Medical School and a Regional Trauma Center in Fayetteville. In the longer view, we should also develop a close relationship with Arkansas Children's Hospital and seek a regional presence for that institution. This commitment clearly illustrates the close connection between economic development and our quality of life.

The University of Arkansas is a priceless resource, and it is one that helps define Fayetteville. We must be active partners in progress with the University, drawing on the vast local resources of knowledge and expertise as we grow together and achieve our mutual goals. From the development of

knowledge-based industry, to community design plans, to solving social service needs, to collaborating on support for a vibrant arts culture, the possibilities are limitless. I will actively reach out and pursue this partnership.

The economic, environmental, and cultural aspects of Fayetteville's advancement are deeply interconnected. For example, any consideration of transportation policy must consider getting to work, moving goods, access to cultural resources, and environmental impact, requiring an integrated and connected system of streets, mass transit, multi-use trails, bike lanes, sidewalks, and parking, along with a revised transportation impact fee to help growth pay for itself. We will pursue the development of each of these elements, and we will urge the Regional Mobility Authority to support a feasibility study and planning for a future light rail system.

As we consider infrastructure development, we must seize the same opportunities. My administration will go beyond the current recycling program to implementation of a comprehensive waste minimization program for our entire community. We are pursuing the idea of solar greenhouses to kill pathogens and reduce the volume of bio-solids now going to landfills. We are investigating an effective Hillside Development Ordinance and a

storm water utility to better control the primary transmitter of pollutants into our water supply, and we will implement and enforce a better plan for the protection of riparian zones. We will be active partners with the “Green Infrastructure” project being developed with the help of the Fayetteville Natural Heritage Association, Arkansas Forestry Commission, the city’s Urban Forestry program, the Tree and Landscape Committee, and citizen volunteers. Our ongoing city sustainability efforts can also be expanded and shared to benefit the entire community, evidenced by our new initiative to provide and exchange CFL light bulbs in the apartments at Hillcrest Towers. In each instance, we will be partners in progress.

One major change that will be implemented is a reorganization of our Parks and Recreation Department. While much attention in the past has been focused on sports playing fields, we know that our outdoor public spaces can serve other essential functions. I will propose a new division, to be implemented without additional costs, that emphasizes our community heritage and citizen participation. Examples to be considered will be increasing the number of way-finding signs and local historical markers, planting of native trees and grasses in portions of the parks, establishing a community garden program in appropriate neighborhood parks, opening a convenient dog park, and partnering with the University, the County, the

Fayetteville School District, the Washington County Historical Society, and private citizens to identify, preserve, and promote our historic buildings and other cultural resources. In conjunction with these changes, I will appoint a volunteer citizen task force on Festivals and Community Events to seek a closer partnership with the Convention and Visitors Bureau to identify needs and opportunities, and we will promote the “creative economy” in Fayetteville by developing a comprehensive Cultural Plan, in partnership with the Fayetteville Arts Council, the University, local artists, entertainment businesses, and concerned local citizens.

Finally, I want to reiterate and make clear my unwavering commitment to Open Government. This administration is dedicated to access, transparency, inclusion, timely responses, personal recognition, and exceptional customer service for our citizens, and we will be held accountable to those we serve. From Town Hall Meetings to an improved interactive city website to information on civic literacy to empowered Neighborhood Associations, we are preparing to implement real changes to better provide information to our citizens and, more importantly, to seek and consider ways for citizens to communicate their ideas, arguments, suggestions, and problems to their city government. My Transition Team has listened to your ideas and has made a series of steps we will be

implementing to assure an effective community conversation. We must be partners in the progress of our community, and every citizen must have a voice and be treated with the respect and dignity that they deserve. You have heard my ideas, I now ask our City Council to help me work toward these goals and I look forward to hearing their input and the input of citizens, especially how I can be a better mayor and do a better job for our city.

Thank you for your patience in listening as I share my plans and thank you for the opportunity to serve you and our city.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
City Council
Don Marr, Chief of Staff
Ron Petrie, City Engineer
Jeremy Pate, Director of Current Planning

FROM: **Kit Williams**, City Attorney

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

DATE: **January 20, 2009**

RE: **Nelms Letter Agreement**

I have been informed by Jeremy Pate who is officially empowered to interpret the Tree Ordinance that we can agree to Mr. Nelms' request "that the fence row trees as shown on the attached exhibit be allowed to be removed in the future without penalty and without required mitigation," if the City agrees to pay for or plant any tree mitigation that would normally be required by the Tree Ordinance. As the official interpreter of the Tree Ordinance, Mr. Pate's interpretation is final on the issue.

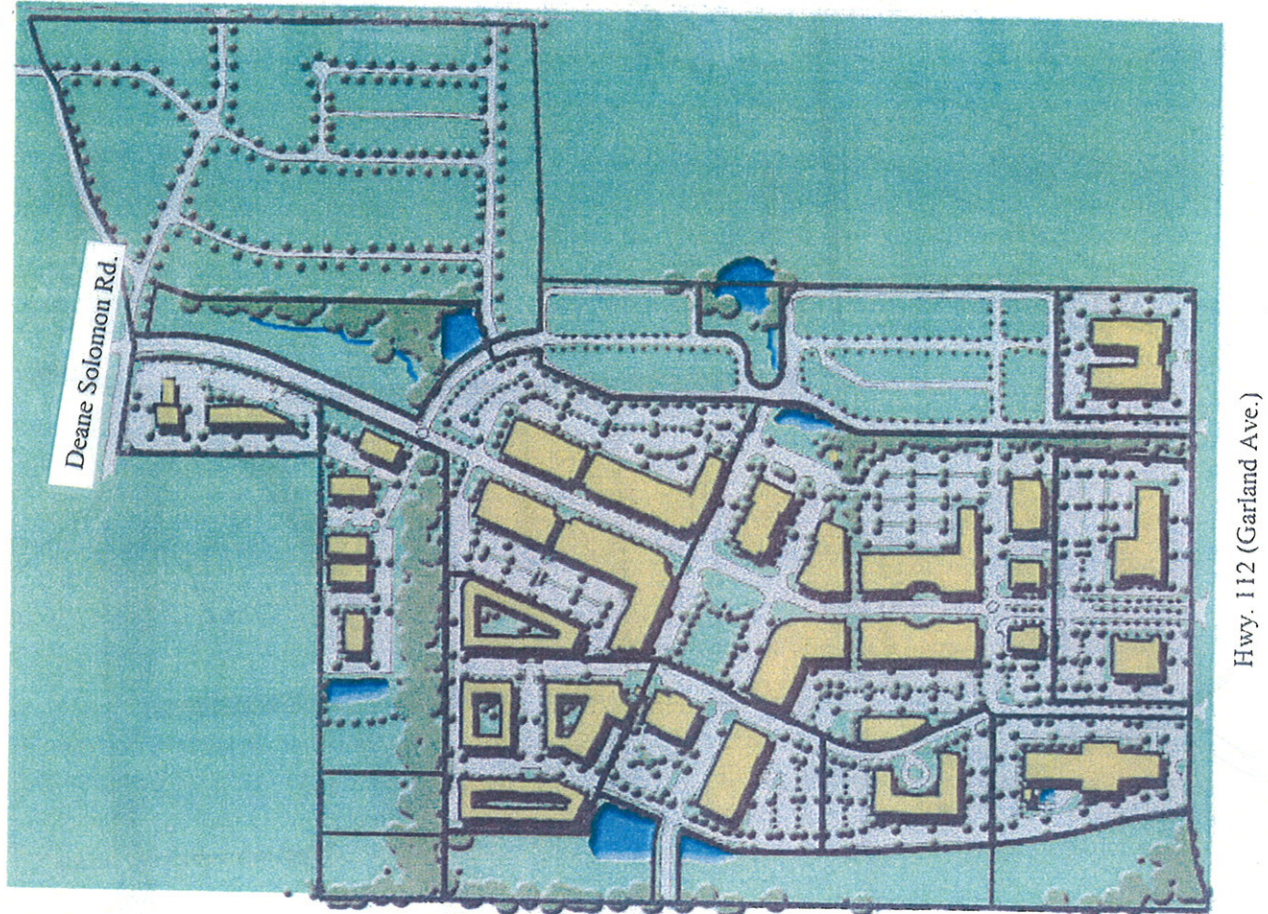
Therefore, with the understanding that the City of Fayetteville may (or may not) have to pay for or plant sufficient mitigation trees pursuant to the Tree Ordinance when Mr. Nelms decides to develop his property and remove these fence row trees, I yield to Mr. Pate's decision that no other express power is needed in the Unified Development Code to approve the proposed agreement.

Obviously, I do not propose any change in the Tree Ordinance to address this sort of situation.

Park West MDP – All Phases

Handed Out
at the City Council
Meeting
1-20-09

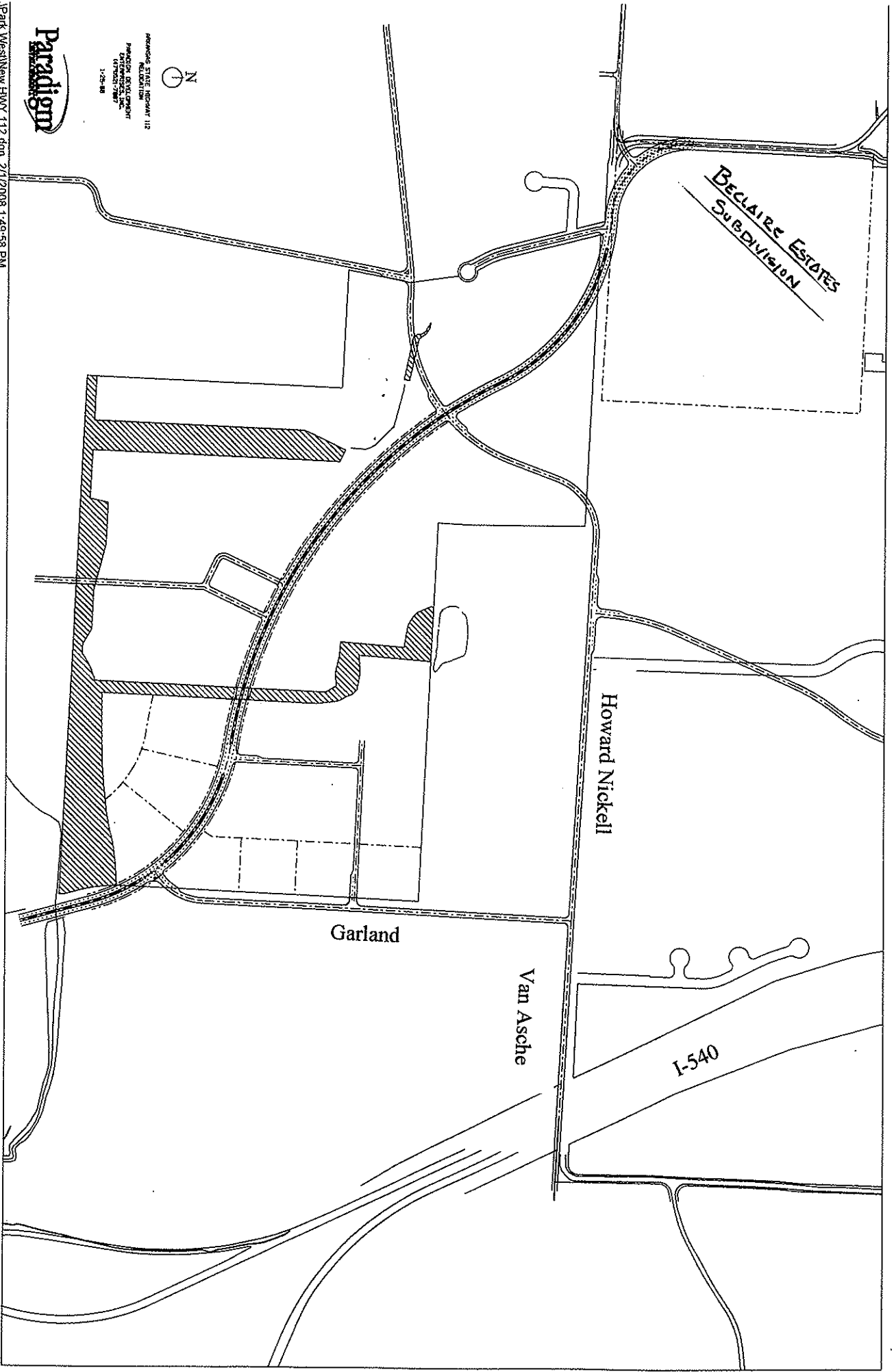
Hwy. 112 (Howard Nickle Rd.)



IPark WestNew HWY 112.dgn 2/11/2008 1:49:58 PM

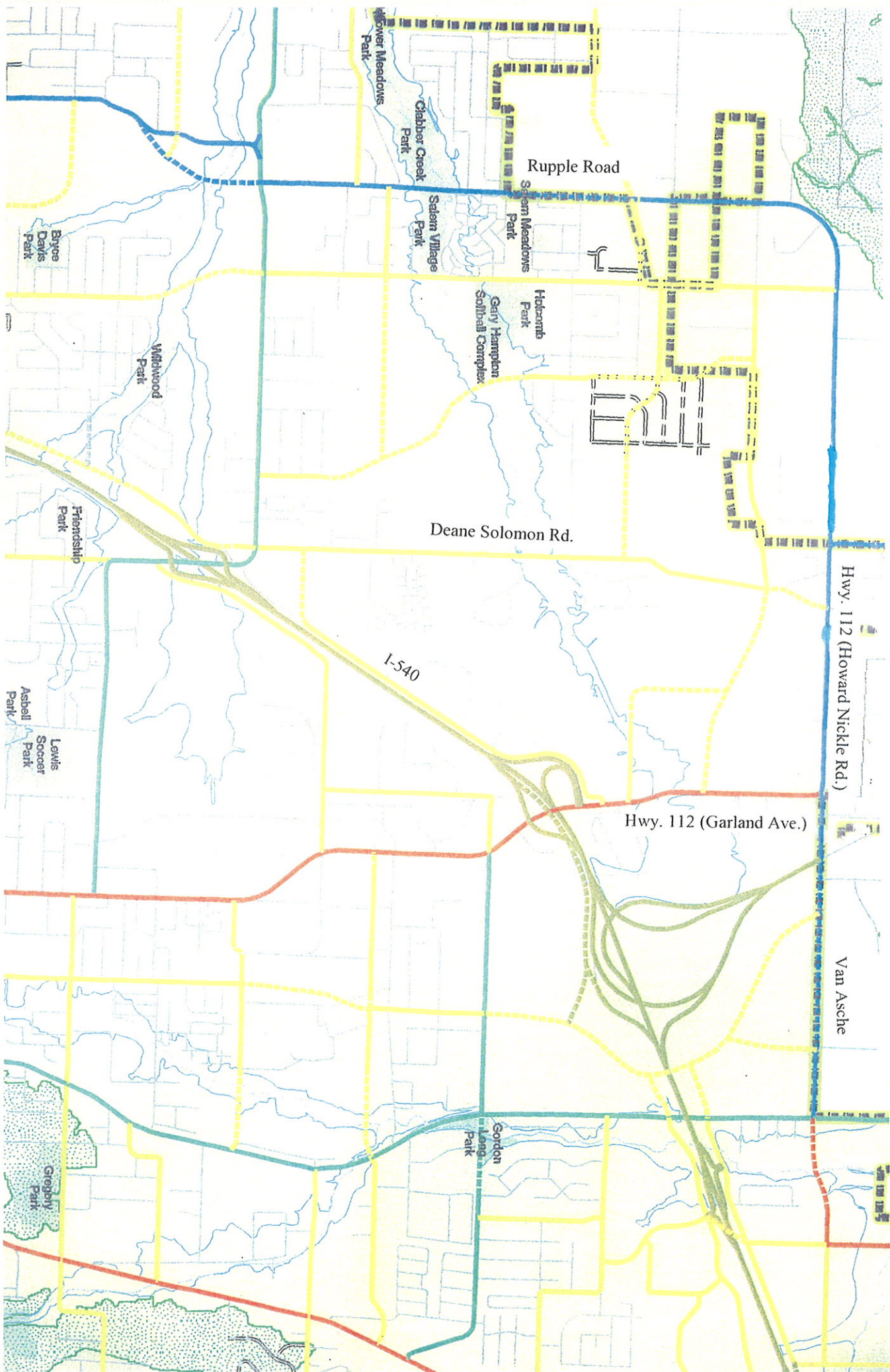


PROPOSED STATE HIGHWAY 112
RELINQUISHMENT
PARADIGM DEVELOPMENT
L.L. BECLAIRE, INC.
1-12-08



OPTION 2

MASTER STREET PLAN



*Park West, LLC
Cost Share*

Phase I - Typically Required	
ROW - Park West Blvd (92, 600 SF @ \$5.00)	\$463,000
Street Construction	\$1,167,200
Total Cost Typical	\$1,630,200
ROW -Phase II (113,550 SF @ \$5.00)	\$0
Total Value of Project - Including Phase II ROW	\$1,630,200
Total Contribution by Developer - Phase I	\$1,630,200
City Contribution	\$0
% of Cost by Developer	100%
% of Cost by City	0%

Park West Blvd to be Built in Phases

Phase I - Cost Share	
ROW - New Hwy 112 (185,200 SF @ \$5.00)	\$926,000
Street Construction	\$4,314,000
Total Cost New Hwy	\$5,240,000
ROW -Phase II (5 yrs) (113,550 SF @ \$5.00)	\$567,500
Total Value of Project - Including Phase II ROW	\$5,807,500
Total Contribution by Developer - Phase I	\$3,650,500
Taxpayer's Contribution	\$2,157,000
% of Cost by Developer	63%
% of Cost by Taxpayers	37%

Does not Include -

Construction Costs - Phase II Streets

Approx. 3194 LF to be Constructed in Phase II

Phase I - Widen Existing Hwy 112	
ROW - Exist. Hwy 112 (65,080 SF @ \$5.00)	\$325,400
Street Construction (est.)	\$4,435,000
Total Cost New Hwy	\$4,760,400
ROW -Phase II (132,871 SF @ \$5.00)	Not Included
Total Value of Project - Including Phase II ROW	\$4,760,400
Total Contribution by Developer - Phase I	\$0
Taxpayer's Contribution	\$4,760,400
% of Cost by Developer	0%
% of Cost by Taxpayers	100%

Does not Include -

Construction Costs - Phase II Streets
Major Utility Relocation
Convenient Traffic Flow to Sam's and Theatre
City Employee Cost to Design/Monitor Project
Condemnation (if necessary)
Terrain Issues (and there will be terrain issues)
Divided Landscaped Median
Removal of Some Dangerous Conditions
Inflation - Lots of Inflation
Additional Route for Traffic
New Economic Corridor
Engineering costs of roughly \$200,000.00
Intersections will cost a fortune

Approx. 4003 LF to be Constructed in Phase II

Proposed plan - Over \$1,500,000 left over for continuing the project.

Current plan - the taxpayers pay 100% of costs; most likely 150% of what is budgeted

Comparison of Plans

	Current Plan	Proposed Plan
Cost		
Bike Lanes included on plan or budget?	No	Yes
Can project be completed for budgeted costs?	Not a chance	Yes
Costs contributed by others - 1st phase (Including ROW)	\$0	\$3.65m
Funds allocated for the project?	Yes	Yes
Responsible for construction oversight	City	Developer
Responsible for Design Costs	City	Developer
ROW acquired for entire Project?	Only Limited	Yes
ROW included in budgeted costs?	No	Yes
Total Cost as proposed?	\$24m	\$11m
Utility Relocation in Budgeted Costs?	No	N/A
Who pays for over runs?	Taxpayers	Developer
Environment		
Consideration for water quality at Clabber Creek?	No	Yes
Potentially unsafe to the sensitive environment?	Limited	Limited
Divided Median with trees and landscape	No	Yes
Traffic and Safety		
Removes dangerous intersections?	No	Yes
Could be build in one phase?	No	Yes
Creates ADDITIONAL routes for traffic	No	Yes
Disrupts or halts traffic to Sam's	Absolutely	No
Period of time traffic flow is disrupted to west population	Duration	Few days
Design and Timing		
Easy to build?	Yes	No
Number of Phases proposed	2	2
Time of completion for entire project (depends on city)	10 to 12 years	2 to 5 years
Economic Impact		
Opens up a new economic corridor?	No	Yes
Potential for Commercial economic development	Limited	Abundant
Potential increase increase in property tax revenues	Limited	Abundant
Potential increase increase in sales tax revenues	Limited	Abundant
Return on tax dollars invested	Poor	Excellent
Other		
Public support of design	Limited	Abundant

Additional Steps to go through –

- Revise Master Street Plan
- Revise the current PZD to incorporate street realignments

The Council will have many opportunities to review and discuss and approve all changes.

Issues to consider –

1. Master Street Plan – Realignment of Master-planned Streets must go back to the Street Committee and the Council. Once a revised plan is approved, new ROW will be mapped and ROW of previous Master-planned Streets will be abandoned.
2. The 2008 Street Committee chaired by then alderman Jordan thoroughly addressed the proposed alignment (in concept) of each segment of roadway illustrated, and determined the proposed plan was preferred over the current plan.
3. Under the current plan, intersections at Van Asche and Howard Nickell will be costly. Each intersection will first have to be built to curve (same design at 15th and Huntsville/Happy Hollow Road). The cost of construction and additional ROW has not been included in the Cost Comparison Chart. Once the Western Loop is constructed, these intersections will have to be destroyed and reconstructed as “T intersections” with traffic lights.
4. The city has spent roughly \$150k for engineering thus far on the Hwy 112 project. The expenditure was a good investment as it outlined challenges that will be experienced should we continue with our current plan; upgrading existing Hwy 112. The initial cost estimates came in approximately \$1m over budget. Further, the costs DID NOT include relocation of major utilities and fiber optics, purchase of additional needed ROW, the sweeping intersection at Van Asche along with traffic control, and \$200,000 in additional engineering that will be needed. The costs also did not include money that will be spent for city employees to design and monitor the project, the costs to condemn ROW if necessary.
5. Under the proposed plan, the taxpayers will receive \$3,650,500 or 63% of the project costs in contribution from the developer. The taxpayers will contribute \$2,157,000 or 37% of the project costs, or \$1,503,000 less than budgeted. Under the current plan, the taxpayers will pay 100% of the project costs, or 130% of what is budgeted; plus the additional costs of all unbudgeted expenses outlined in #4 above.
6. The proposal creates an additional and large economic node of 140 acres; and eventually an additional route for traffic as opposed to ending up with a revamped, single roadway.

Howard
Nickel Road



Existing Hwy 112

Van Ache Drive

Existing Hwy 112

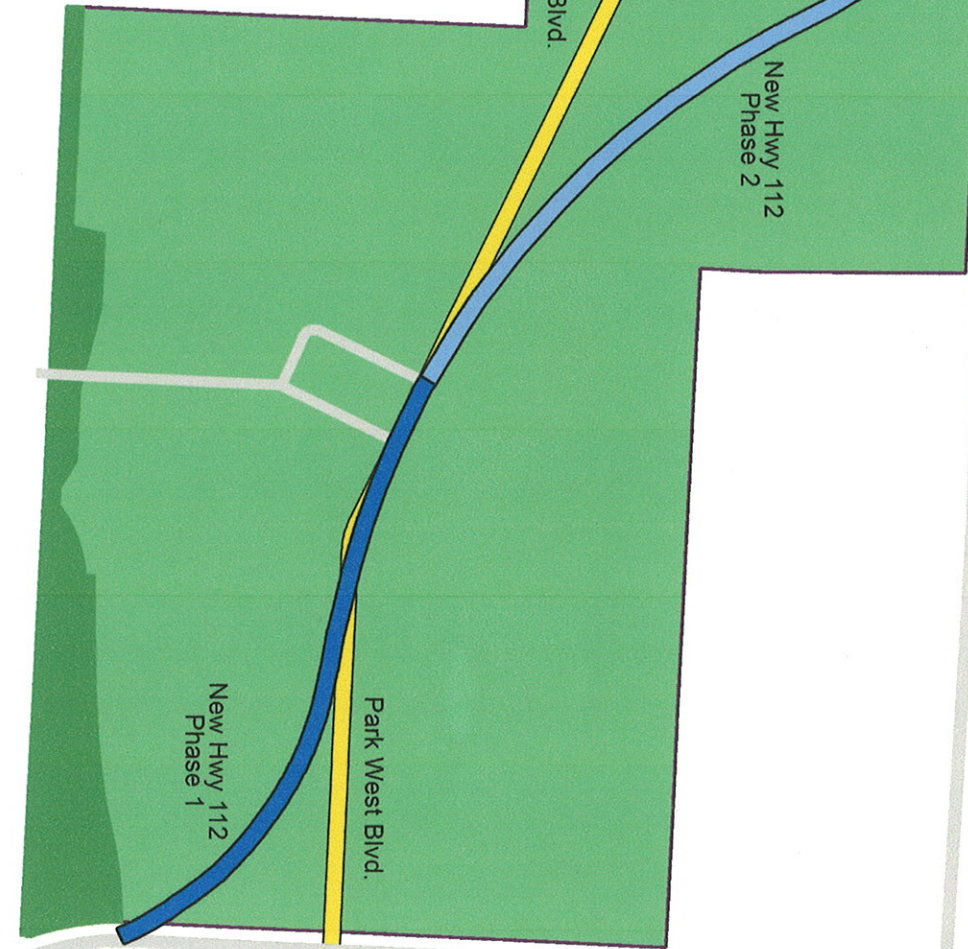
Salem Road

Park West Blvd.

New Hwy 112
Phase 2

Park West Blvd.

New Hwy 112
Phase 1





ARKANSAS STATE HIGHWAY 112
RELOCATION
PARADIGM DEVELOPMENT
CHATTANOOGA, TN
1470017-1000
1-25-00

Paradigm
DEVELOPMENT

Relocated Hwy 112
As Proposed (conceptual)

Park West Blvd
Per Master Street Plan

Memorandum

January 20, 2009

Subject: Reroute of AR Hwy 112, vicinity of Deane Solomon Road

Dear Fayetteville City Council:

The City will be better served if AR Hwy 112 is **linearly connected to Deane Solomon Road** rather than being routed diagonally northwest from the vicinity of Trucker's Drive as is being considered now.

This alternative to the sharp turns of the current route will **most economically eliminate them** from arterial traffic flow, and:

1. This alternative would take full economic and utility advantage of the current redevelopment of the Deane Solomon-Comfort Road I-540 interchange.
2. Further, AR Hwy 112 at the present I-540 interchange would be available to serve as a prime entrance to the Paradigm proposed development without dealing with main flow through traffic to and from northern destinations.
3. Utilizing this alternative, the Paradigm proposed development would be enhanced by frontage on the west side along the proposed AR Hwy 112/Deane Solomon Road side in addition to the current east side frontage. This would be a net **increase** in main road frontage when compared with a northwest-southeast reroute.
4. Utilizing the alternative, the orderly pattern of streets in the area will be better realized than they would be with yet another diagonally disposed roadway in Fayetteville.
5. This alternative proposal will require less open space acreage to be disturbed, thereby preserving the many advantages of efficient land utilization and resource conservation.
6. Due consideration is likely to reveal many additional advantages of the alternative.

Three contour maps are presented herewith for your consideration. These maps are derived from USGS 7 ½ minute Series topographic maps. The first map shows the overall roads and physical terrain features of the vicinity. The other two maps are at a scale of 1:24,000 and show much more detail.

It is easy to visualize other reroutes, perhaps from the Greathouse Spring vicinity directly southward, which may also be preferable to the diagonal route being considered.

Duane W. Woltjen
821 Applebury Drive
Fayetteville, AR 72701
479-521-7032



RECEIVED
RECEIVED
JAN 20 2009
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AR 112 /Deane Solomon Reroute



Map created with TOPO 1.0 ©2007 National Geographic, ©2005 Tele Atlas, Rel. 8/2005

0.0 0.5 1.0 1.5 miles
0.0 0.5 1.0 1.5 2.0 km

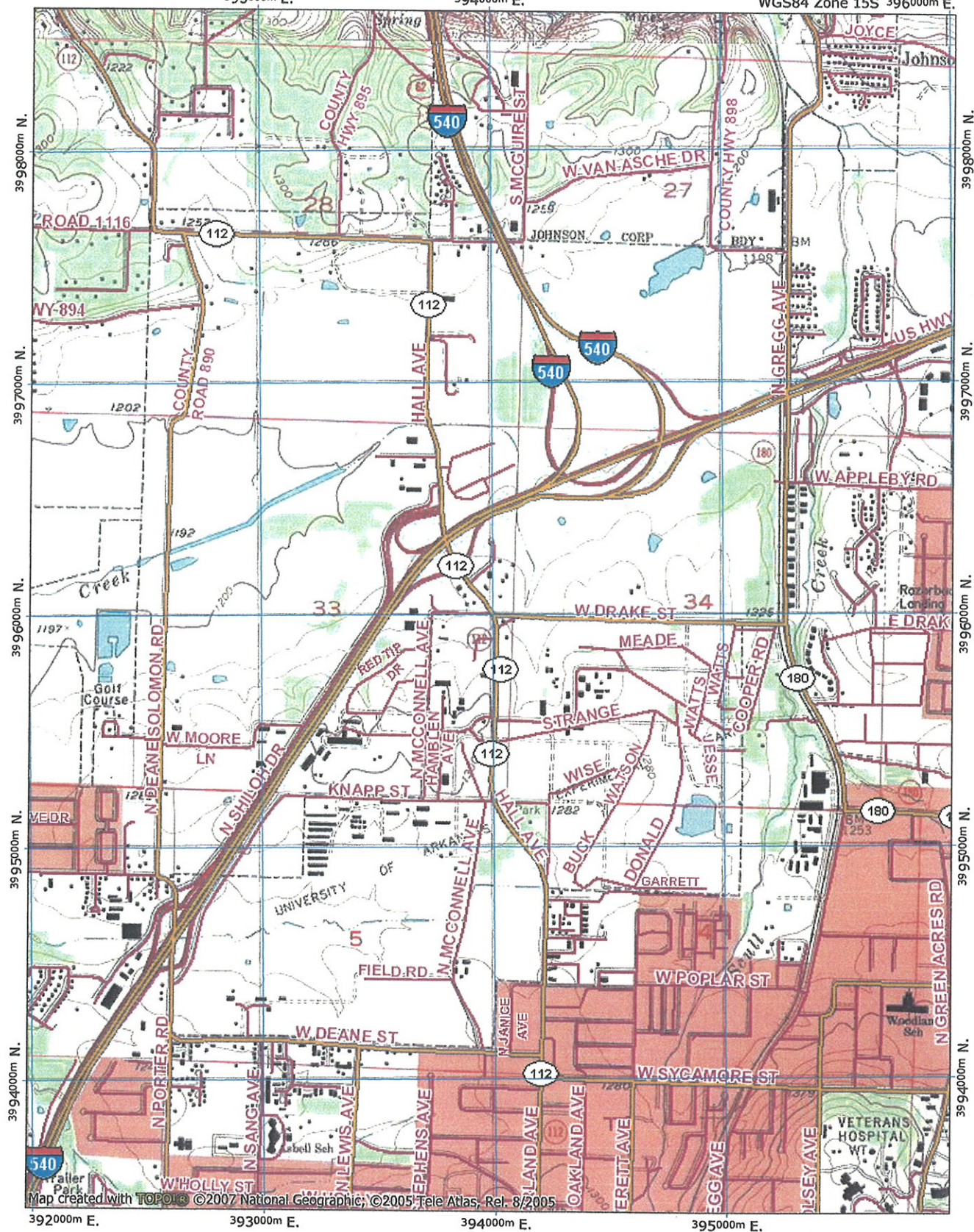
WGS84 Zone 15S
TN MN
2 1/2°
01/20/09

AR 112 /Deane Solomon Reroute

393000m E.

394000m £.

WGS84 Zone 15S 396000m E.



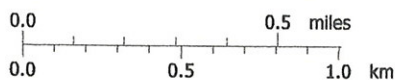
Map created with **TOPO!** ©2007 National Geographic; ©2005 Tele Atlas. Rel. 8/2005

392000m E.

393000m E.

394000m F.

395000m E



TN★MN

2½

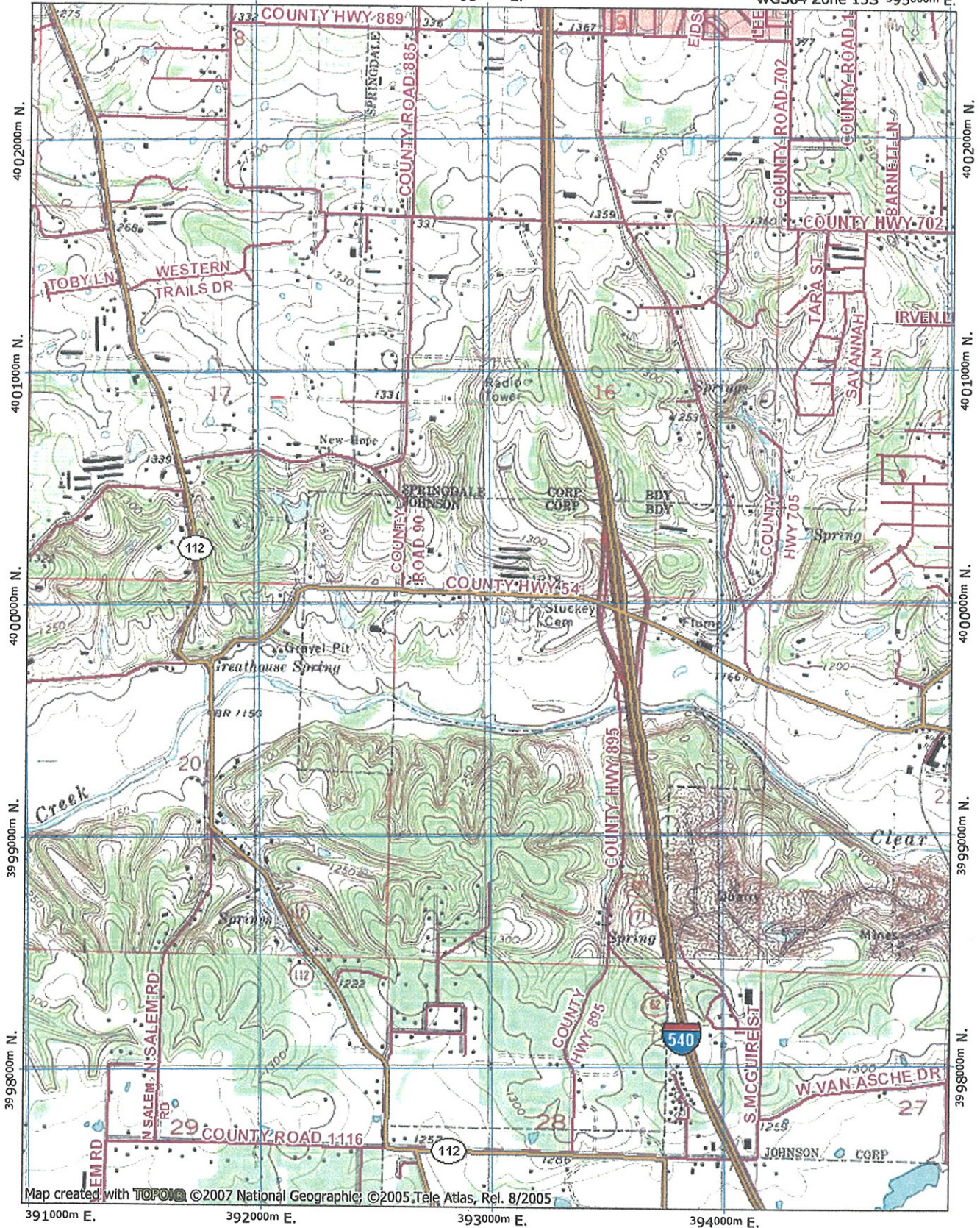
01/20/09

AR 112 /Deane Solomon Reroute

392000m E.

393000m E.

WGS84 Zone 15S 395000m E.





Little Rock • NW Arkansas • Washington, DC

W. ASA HUTCHINSON III
LICENSED IN ARKANSAS AND MISSOURI

479.878.1600
ahutchinson@ahlawgroup.com

January 20, 2009

City Council of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RECEIVED

JAN 20 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

RE: Park West, LLC Cost Share

Dear Council Members:

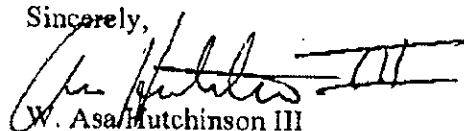
This firm represents Fayetteville company Bio-Tech Pharmacal, Inc. ("Bio-Tech") located at 3481 North Highway 112 in Fayetteville, and we are writing to express our client's opposition to the Council's adoption tonight of the proposed ordinance approving the cost share agreement with Park West, LLC.

Bio-Tech will be directly affected by the proposed re-routing of Highway 112 as Bio-Tech's facilities are currently located on 33.3 acres of land at the southwest corner of Highway 112 and Van Asche Drive. Bio-Tech will lose its access and proximity to the highway if it is re-routed through Mr. Hoskins's property as contemplated. In addition, our client has concerns regarding the impact the re-direct of the highway might have on the surrounding wetlands, and in turn, on its business. We believe any relocation of this nature, at this time, will substantially diminish the value of Bio-Tech's property and negatively impact its business operations and performance.

Our client was only recently made aware of the proposed re-alignment of Highway 112 and would request that the Council delay any action on the ordinance until such time as Bio-Tech, and all other affected property owners, have sufficient time and information to adequately consider the relevant consequences and provide pertinent information to the Council so that a more informed decision can be made.

Thank you for your consideration, and please do not hesitate to contact me should you wish to discuss this matter.

Sincerely,



W. Asa Hutchinson III

cc: Bio-Tech Pharmacal, Inc.

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
January 6, 2009**

A meeting of the Fayetteville City Council was held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	Alderman Ward 1
Matthew Petty	Alderman Ward 2
Robert Ferrell	Alderman Ward 3
Sarah E. Lewis	Alderman Ward 4
Sondra E. Smith	City Clerk/Treasurer

Mayor Jordan called the meeting to order.

PRESENT: Alderman Thiel, Cook, Petty, Rhoads, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Gray

Pledge of Allegiance.

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

Election of Vice Mayor:

Alderman Rhoads nominated Alderman Brenda Thiel
Alderman Lucas nominated Alderman Bobby Ferrell

Alderman Rhoads, Lewis, Thiel, and Petty voted for Alderman Brenda Thiel.
Alderman Ferrell, Lucas, and Cook voted for Alderman Bobby Ferrell.
Alderman Gray was absent.

Alderman Brenda Thiel was elected as Vice Mayor.

Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor

Mayor Jordan gave a report on the Firemen's Pension and Relief Fund and the Policemen's Pension and Relief Fund.

A copy of the report is attached.

Mayor Jordan: This is Paul Becker's report so whatever questions you may have for him please fire away.

Alderman Petty: I read in the memo from our City Attorney that currently the pensioners are drawing more than they earned while in service and I was wondering if that statement was inflation adjusted.

Paul Becker, Finance and Internal Services Director: That is not inflation adjusted.

Alderman Thiel: Could you explain how the board acts and how the raises are acquired.

Paul Becker: The Board votes on what the Pension allocations are which is controlled by the Pension Boards not the City. They have had increases since they were originally established. As we all recognize the economic situation and investment situation for all pension funds have changed dramatically this year. These funds have been worsening in the past years and the pension boards have been advised of this and they are looking at potential options. This is a situation that is going to have to be dealt with in one way or the other.

Alderman Thiel: What can be done?

Paul Becker: The most straight forward option would be to prorate or reduce the benefits to a point where they are affordable over the long term plan. Another option is you would have to look at other ways of funding it. There is a third option that it could be sent to LOPFI a State Pension Fund. However, that would be expensive and would have to be funded by the City of Fayetteville.

Alderman Lewis: We are deciding whether or not to send it to the Legislature is that right?

Alderman Thiel: You said your first option was that "we" could. This body has control?

Paul Becker: The Pension Board would have to vote to prorate. The City Council does not control that. The Pension Board would have to consider a proration or reduction of benefits to the point that they were affordable.

Alderman Lewis: Will the City Council act on this again or will the Board act and then it will come back to us? How does that work?

Paul Becker: At this point in time it would be up to the Pension Boards to deal with this. It would not be scheduled to come back for action to the City Council at this point in time. It is not a question or decision for the City Council. However it is the responsibility to annually report the condition of these funds to the Council and the public.

Alderman Ferrell: I am assuming that the five member board and the Mayor and City Clerk make up the Pension Board.

Paul Becker confirmed that was correct.

Alderman Ferrell: Are they cognizant of the financial shape and were they the last time they voted for a raise?

Paul Becker: That was before I was here. The Fire Pension asked to institute a COLA which you have to submit to the Pension Review Board and that was found not to be an available action by the actuary. It failed a cash flow test so they could not grant that. Sondra or Kit would have to help me on the last time there was a pension increase.

City Attorney Kit Williams: There have been a few pension increases. The Primary ones occurred in 1999 and 2001 when the raises went up to 90%. They started originally by State law at 50% of ending pay and by 2001 both pension funds voted a 90% benefit. All of the benefits that have been voted on have gone through the State Pension Board and been approved by the Pension Board and their actuarial people there based on a cash flow analysis. It's not like they violated any rules when they were raising their benefits. Additional benefits were voted on after 2001 specifically a COLA for the Police. It was a five year 3% COLA and there was concerns from administration and staff at that point in time that the funds were not actuarially sound but they could still be approved on the cash flow basis which they were. At this point in time I think neither fund would be approved by the State for any further increases because they would not be able to meet the standards.

Alderman Ferrell: So they are subject to scrutiny by the State Pension Board?

City Attorney Kit Williams: Yes.

Alderman Cook: So what are the odds of this becoming a liability to the City?

Paul Becker: The odds are predicated by legally what is our responsibility. We have been advised by the City Attorney that we have no obligation to fund this and it's a liability for the oversight boards.

City Attorney Kit Williams: The current status of the law is that the City Council would get to decide whether or not to send these two pension funds to the State LOPFI system which would protect them but it would mean the citizens of Fayetteville would have to pick up the slack with

maybe as much as \$20 million over the life of these pensions. That can only happen under the current law, if you all as a City Council voted to do that. Two years ago there was a Bill presented at the State Legislature that took away your right to decide which said they would automatically go if there is no active members. Fortunately we were able to find out about this law and we spoke with the Representative and he was polite enough to withdraw his Bill that had been filed. You never know what will happen in the future.

Alderman Rhoads: Kit when you wrote the memo 27 months ago did anyone respond to you and if so what was the response?

City Attorney Kit Williams: We have spoken about this at the Pension Board Meetings. There has been that kind of response that we are very concerned. I know the Mayor and City Clerk expressed their concerns and they have been opposed to any future increases. In fact, as Paul said, some reduction might be needed in order to try to maintain the liquidity of the fund.

Alderman Rhoads: Was that your thinking or was that their response?

City Attorney Kit Williams: That is my thinking. I would ask Sondra to speak for herself. She is the Secretary of the Board and a voting member. She has been concerned about this for a number of years.

City Clerk Sondra Smith: Yes it has been a concern of mine. At the January Pension meetings I plan on proposing a benefit decrease. You have to understand though that there are four pensioners that sit on the Firemen's Pension Board and two City employees, the Mayor and I, so it is very difficult to get anything passed that they choose not to pass. The Policemen's Pension is not in quite as rough of shape as the Firemen's Pension so therefore I think the Firemen's Pension needs to have a larger decrease.

Alderman Rhoads: What is the pension board's solution? I can understand them being against the reduction but have they come up with a better idea.

City Clerk Sondra Smith: Not at this point in time. I have not heard any solutions from the actual pensioners or the pension board.

Alderman Rhoads: Do they understand that in bad times everybody has to take a haircut?

City Clerk Sondra Smith: This has been discussed since 2003. We have been discussing the benefits and if the market declined how it could be a detriment to the fund.

Alderman Cook: What is the goal of that? If they know that it is going to deplete the fund and they are not willing to do anything to rectify it that seems to me that the City is going to have to pick up the tab somewhere or the retirement benefits are just going to go away. Surely they are not going to let that happen.

City Attorney Kit Williams: I think they assume that something would save them and either the City would send them to LOPFI or some other revenue source would increase like the turn

back on the insurance premiums. We are talking about something that is years away and so it is pretty easy to say we will get to it next year but I don't want to lose any money this year. I think that has been the problem over the last five years that we have been looking at something that has gotten more severe the last two or three years but was obviously an indication of a problem at least five years ago.

Mayor Jordan: I talked to one of the people that sat on the Pension Board and they are going to have the actuary come up in January and get their opinion at the meeting so there will be more discussion on this at that point in time.

Alderman Ferrell: If there is action decided can we be made aware of that so that we can see what is going on down the road as opposed to waiting until the end of the year.

Mayor Jordan: You bet. We will keep you posted on what is going on. If you want a monthly report or whatever we will give you one.

City Clerk Sondra Smith: We can get them copies of the minutes.

Housing Authority Board Appointment:

Alderman Cook: Their board met and they selected Beautiful Gibson. We interviewed the applicants and she was in our top three choices. I do not feel that the committee had any problem with her as a selection.

Alderman Cook moved to approve the appointment of Beautiful Gibson to the Housing Authority Board. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Advertising and Promotion Commission Appointment:

Mayor Jordan: That is an appointment that I make. I am going to serve on that board and I have asked Alderman Rhoads to also continue serving on that Board.

Alderman Ferrell moved to approve the appointment of Lioneld Jordan and Robert Rhoads to the Advertising & Promotion Commission. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Agenda Additions: None

Consent:

Mayor Jordan: We are going to remove # 3: Bid # 08-72 Honda of Fayetteville. We are removing them because they are 4-wheel drive and we are trying to get away from having so many 4-wheel drive vehicles.

Alderman Ferrell moved to permanently table #3 Bid # 08-72 Honda of Fayetteville. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Alderman Ferrell: There will be another bid coming back through but they will be 2-wheel drive.

Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

Approved

Bid # 08-71 Golden Circle Ford: A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of \$73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

Resolution 01-09 as Recorded in the office of the City Clerk.

Bid # 08-72 Honda of Fayetteville: A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of \$38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

This item was removed from the agenda and Tabled Indefinitely.

McKinney Dodge: A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of \$20,318.00 each plus approximately \$7,000.00 per unit for up-fit items.

Resolution 02-09 as Recorded in the office of the City Clerk.

Patrick J. Tobin Revocable Trust: A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

Resolution 03-09 as Recorded in the office of the City Clerk.

Greenland Sewer Service: A resolution to approve a two year agreement to continue sewer service for Greenland.

Resolution 04-09 as Recorded in the office of the City Clerk.

Local Police and Firemen's Pension Programs: A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension Programs.

Resolution 05-09 as Recorded in the office of the City Clerk.

Alderman Ferrell: I appreciate the Chief of Police and the vehicle people considering the Dodge Chargers. We talked about trying to get away from the Ford Interceptors, the big cars. The Chief has agreed to try out a couple of these Dodges and I applaud him for that.

Alderman Lucas moved to approve the consent agenda. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Unfinished Business:

Park West, LLC Cost Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

Alderman Ferrell moved to suspend the rules and go to the third and final reading. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Lucas: Has it been to the Street Committee?

Mayor Jordan: No it has not.

Ron Petrie, City Engineer: We have a Street Committee meeting scheduled for next week.

Alderman Lewis: I would like to see it go to the Street Committee.

Alderman Petty moved to table the ordinance to the January 20, 2009 City Council meeting. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

This ordinance was Tabled to the January 20, 2009 City Council meeting.

I-PZD 08-3062 (Westside Storage): An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Ruppel Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading***

at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.

Alderman Ferrell moved to suspend the rules and go to the third and final reading. **Alderman Lucas** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Gray** was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Current Planning gave a brief up date on the project. He proposed two amendments to the project. Amendment One states all remaining parking places adjacent to Ruppel Road shall be removed or screened.

Alderman Lucas moved to amend Condition of Approval # 3 to state all remaining parking places adjacent to Ruppel Road shall be removed or screened. **Alderman Lewis** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Gray** was absent.

Alderman Cook: Is the applicant okay with that?

Steve Clark, Clark Consulting: We are good with that item.

Jeremy Pate recommended Condition of Approval # 7 be removed and new language be added. **Jeremy** read the new language for the Council.

Alderman Thiel moved to remove Condition of Approval # 7 and insert new language as proposed by staff. **Alderman Lucas** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Gray** was absent.

Steve Clark: My client's concern is what precipitated this is the right of way acquisition along Ruppel Road. The City has asked him to settle that and to dedicate the right of way. He wants to be assured that if he settles that he will be able to build the building and the new office in the complex that he is going to have to build. If the Planning Commission or City Council says you must preserve the two trees then he can't do the development that he needs to do. I don't know that there is a solution. What is being proposed leaves him in limbo because if the trees have to stay then he can't build what he needs to build. If he can't build then he can't settle the right of way issues.

Dennis Caudle: I do not agree with the amendment. The purpose of all these months of work was to get a determination from the Council that I would be able to build this building for the reasons stated. The project forced us into this situation and it was recognized as the alternative to correct the damage that is going to be done on the existing driveway and the business as a whole. I spent \$20,000 to get to this point and have nothing. The tree issue should have never been an issue.

A discussion followed on the previous bill of assurance that was offered by the applicant several years ago.

City Attorney Kit Williams: If we pass the planned zoning district as presented by the Planning Department and allow Mr. Caudle's engineer to go ahead and do the large scale development plat and take it through the process, I think this will probably work itself out.

Alderman Cook: I would much rather make the decision to keep those trees but I think we need to let it go forward and let the Planning Commission and staff handle it.

City Attorney Kit Williams: We need to keep in mind that we put him in this bad spot and we need to try to work with him.

Alderman Ferrell: I think he is uncertain about whether he will prevail or not.

Alderman Lewis: Passing this seems to help move the process along.

Alderman Lucas: This is a concept plan and we don't usually get so detailed at this point. I certainly want to work with the applicant.

Dennis Caudle: We are at odds over two trees. This is what I would need as a remedy to what has been done.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5210 as Recorded in the office of the City Clerk

Villas at Stonebridge Appeal: An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

Jeremy Pate: The applicant has requested his item be tabled for a couple of meetings.

Alderman Rhoads moved to table the ordinance to the February 3, 2009 City Council meeting. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

This ordinance was Tabled to the February 3, 2009 City Council meeting.

VAC 08-2982 (Markham Hill Cottage Courts): An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief update on the vacation.

Alderman Lucas moved to amend the ordinance to adopt the amended exhibits. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Alderman Ferrell moved to suspend the rules and go to the third and final reading. Alderman Cook seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Gray was absent.

Ordinance 5211 as Recorded in the office of the City Clerk

Smith Communications, LLC: A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

City Attorney Kit Williams: We assumed the only issue was the monthly rental. We were able to comprise that down to \$1,150 and I was going to recommend that to you. Mr. Reynolds noticed that after they get their initial customer on the tower there is a revenue sharing with the City of Fayetteville for virtually every tower location that holds more than one company antenna. I have tried to include that language in the contract. Mr. Reynolds did not notice that language, it required a fifty percent revenue sharing between the City and his company for a second tenant, and that concerns him.

Alderman Rhoads: Is it fifty percent for the others as well?

City Attorney Kit Williams: It varied with the towers.

Dave Reynolds, Smith Communications, LLC: All the agreements in the City that have revenue sharing are with our company. When we started with this the fifty percent was not in there. Because of the type of tower and the severely limited capabilities it has we will be extremely lucky if we get a second carrier.

Alderman Ferrell: Are the monthly recurring charges the same at all the towers?

Dave Reynolds: No. They range from \$850 to \$1,000 for five carrier towers with increases on the carriers of twenty five to fifty percent.

City Attorney Kit Williams: Everything is on location. The Township tower is an important site. We will need to remove the cell phone antennas that are on the water tower. Mr. Reynolds asked to have a standard monopole at this site and was turned down. You all agreed that a flag pole was better. That makes it more difficult for him and more expensive.

Alderman Lewis: How many carriers will this one have?

Dave Reynolds: It is designed to hold two carriers. It could hold three.

A discussion followed on the cost share amount.

Alderman Ferrell moved to amend the contract amount to \$750 per month plus twenty five percent of the revenue for any additional carriers.

Motion died for lack of a second.

Alderman Ferrell: I think it would be a good idea for our Telecommunications Board to focus on things like this that are productive.

Dave Reynolds: It would help from an industry stand point to have an expert.

Alderman Lucas: I appreciate what Kit has done with these contracts. I think he has done a great job bringing these contracts forward to us. I think we should have a percentage.

Alderman Cook moved to amend the contract to remove Subsection A, Revenue Sharing. Alderman Thiel seconded the motion. Upon roll call the motion failed 3-4. Alderman Ferrell, Thiel and Cook voting yes. Alderman Rhoads, Lucas, Lewis and Petty voting no. Alderman Gray was absent.

Motion failed

David Jurgens, Water and Wastewater Director: I hope we can reach a solution because we have two antennas that are mounted on the Township tower and we have identified some structural failures on that tower, due in part to the movement from wind effect on the tower. It was not designed for cellular towers to be mounted on the water towers. They increase the wind

load. It is creating structural problems with the tower and long term metal fatigue issues with the tower.

Jan Olson voiced his concerns about manmade obstructions and their affect on navigation systems.

City Attorney Kit Williams: This will be limited to 150 feet.

A discussion continued on the contract price and if the project will cash flow for Smith Communications.

Aubrey Shepherd: I would like for you to let them build the kind that works the best. It does not seem the one that has been proposed is cost effective.

City Attorney Kit Williams: Our ordinance requires that we co-locate on City property where possible.

Alderman Petty moved to table the resolution until after the Telecommunications Board reviews the contract and the payment amount. Alderman Rhoads seconded the motion. Upon roll call the motion failed 3-4. Alderman Rhoads, Ferrell and Petty voting yes. Alderman Lucas, Lewis, Thiel and Cook voting no. Alderman Gray was absent.

Motion failed

Alderman Rhoads moved to amend the contract amount to \$850 per month plus twenty five percent of the revenue for any additional carriers. Alderman Ferrell seconded the motion. Upon roll call the motion passed 5-2. Alderman Rhoads, Ferrell, Thiel, Cook and Petty voting yes. Alderman Lucas and Lewis voting no. Alderman Gray was absent.

Alderman Thiel moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 06-09 as Recorded in the office of the City Clerk.

New Business:

Goodwin & Goodwin, Inc: A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of \$1,543,600.00 for construction services for tie over and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of \$77,000.00.

David Jurgens gave a brief summary of the contract.

Alderman Cook moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 07-09 as Recorded in the office of the City Clerk

Decco Contractors-Paving, Inc: A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of \$2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of \$246,724.00.

Ron Petrie gave a brief summary of the contract.

Alderman Ferrell moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent.

Resolution 08-09 as Recorded in the office of the City Clerk

The meeting adjourned at 7:30 PM

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 20, 2009**

A meeting of the Fayetteville City Council will be held on January 20, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the January 6, 2009 City Council meeting minutes.
2. **Bid # 09-01, Farmington Gravity Sewer Line:** A resolution approving a cost-share with the City of Farmington to contract with Garney Companies, Inc. in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid # 09-01; and approving a 10% contingency in the amount of \$33,000.00.
3. **Graffiti Removal Fund:** A resolution to approve a budget adjustment in the amount of \$150.00 for a charitable gift from Tom Overbey for graffiti removal fund.

4. **Police Officer Service Awards:** A resolution to approve a budget adjustment in the amount of \$1,650.00 to reflect the donations of several Fayetteville businesses or citizens in support of police officer service awards.
5. **Grooming And Uniform Requirements and Specifications Policy:** A resolution approving and adopting Policy No. 41.3.5 “Grooming and Uniform Requirements and Specifications” to the Fayetteville Police Department’s Policies, Procedures & Rules Manual.
6. **Mutual Aid Police Protection Agreement:** A resolution to approve a mutual aid police protection agreement with Fort Smith.
7. **Garver Engineers, LLC Contract Amendment No. 2:** A resolution approving Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue.
8. **Mount Comfort Road Improvements Project Settlement in the Amount of \$350,000.00 and Conveyance of .64 Acres of City Land:** A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project.
9. **Arkansas Democrat-Gazette Agreement:** A resolution approving agreements with the Arkansas Democrat-Gazette – Northwest Edition for display and legal advertising.
10. **Preferred Office Products:** A resolution approving the purchase of three (3) replacement copiers from Preferred Office Products through the state copier contract in the amount of \$53,968.00.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.
(This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.)

This ordinance was left on the Third Reading at the January 6, 2009 City Council meeting and tabled to the January 20, 2009 City Council Meeting.

C. New Business:

1. **Amend Chapter 31, Vacation and Sick Leave:** An ordinance to Amend Chapter 31 City Officials to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes.

2. **Amend Chapter 31, Mayor and City Attorney Salary Rollback:** An ordinance to roll back the salary of the Mayor and City Attorney to the previous year's level.
3. **Amend Chapter 31, Elected City Officials' Compensation Freeze:** An ordinance to amend Chapter 31: City Officials by repealing § 31.17 (D) and enacting a new § 31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.
4. **Amend Chapter 166, Development:** An ordinance to amend § 166.03 Required On-Site Improvements-Subdivisions In City Limits and § 166.05 Large Scale Development of the Unified Development Code by adding infrastructure improvements where the need for such improvement is caused by the proposed subdivision.

Announcements:

1. **City Council Tour: January 19, 2009**

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

20-Jan-09

City Council Meeting Date

David Jurgens
Submitted By

Wastewater System Imprv Project
Division

Water/Wastewater
Department

Action Required:

Approval of a cost-share with Farmington in the amount of \$328,402.58 for a contract with Garney for Fayetteville's share of construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid 09-01, and a 10% contingency of \$33,000.

\$ 361,403

Cost of this request

\$ 46,262,358

Category / Project Budget

Wastewater System Imp Project

Program Category / Project Name

4520.9520.5315.00

Account Number

\$ 35,616,539

Funds Used to Date

Water and Wastewater

Program / Project Category Name

02133.0415

Project Number

\$ 10,645,819

Remaining Balance

Water/Sewer

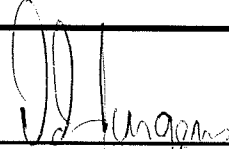
Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

☐

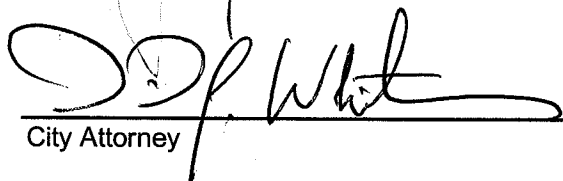

Department Director

7 JAN 09
Date

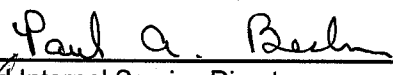
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

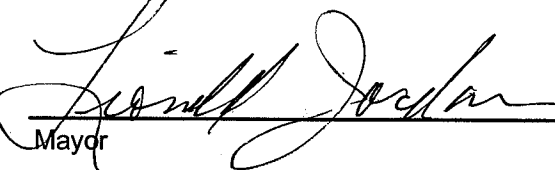
1/7/09
Date


Finance and Internal Service Director

1-7-09
Date

Received in City Clerk's Office




Mayor

1/7/09
Date

Received in Mayor's Office



Comments:

Fayetteville

ARKANSAS

CITY COUNCIL AGENDA MEMO

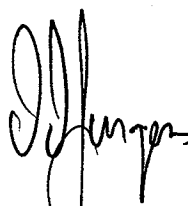
City Council Meeting of 20 January 2009

A. 2
Bid # 09-01, Farmington
Gravity Sewer Line
Page 2 of 30

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director



Date: 7 January 2009

Subject: Approval of a cost-share with Farmington in the amount of \$328,402.58 for a contract with Garney for Fayetteville's share of construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid 09-01, and a 10% contingency of \$33,000.

RECOMMENDATION

City Administration recommends approval of a cost-share with Farmington in the amount of \$328,402.58 for a contract with Garney for Fayetteville's share of construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid 09-01, and a 10% contingency of \$33,000.

BACKGROUND

This project involves constructing roughly 11,133 linear feet of 8 - 21" gravity sewer main and 23 new 4-foot diameter manholes mostly by open cut construction. Additional items include erosion control, bypass pumping, tree removal/protection, creek, road, and highway crossings and related work, along Goose Creek and Farmington Branch Creek.

This cost share and the percentage of the cost to be paid by Fayetteville was agreed to and established in the Fayetteville-Farmington Wastewater Agreement of April 3, 2007 which included the projected population in the basin served by this sewer line. Each city bears their portion of the cost based on their respective populations.

DISCUSSION

The Cities received bids on 6 January, 2009 for this project:

Contractor	Total Bid	Fayetteville Share	Farmington Share
Garney Companies (low bid)	\$ 1,664,231.00	\$ 328,402.58	\$ 1,335,828.42
Arco Excavation & Paving	\$ 2,267,440.62	\$ 447,433.89	\$ 1,820,006.73
Kajacs	\$ 1,985,774.80	\$ 391,852.80	\$ 1,593,922.00
Redford Const	\$ 2,840,682.00	\$ 560,551.57	\$ 2,280,130.43
Rosetta Const	\$ 1,665,739.00	\$ 328,700.16	\$ 1,337,038.84
S&J Construction	\$ 2,633,486.61	\$ 519,665.72	\$ 2,113,820.89
S.J. Louis Construction	\$ 2,093,000.00	\$ 413,011.54	\$ 1,679,988.46
Seven Valley's Const	\$ 2,313,840.30	\$ 456,589.94	\$ 1,857,250.36
T-G Excavating	\$ 3,322,222.00	\$ 655,573.82	\$ 2,666,648.18
Engineer's Estimate	\$ 2,832,627.00	\$ 558,962.08	\$ 2,273,664.92

The bid has been reviewed by RJN, the Engineers and the Arkansas Natural Resources Commission who is providing Farmington RLF funding for the project. RJN's letter of recommendation is attached. Garney has completed many projects for the City, including three for the WSIP, all with excellent results.

BUDGET IMPACT

Funds are available in the WSIP project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A COST-SHARE WITH THE CITY OF FARMINGTON TO CONTRACT WITH GARNEY COMPANIES, INC. IN THE AMOUNT OF \$328,402.58 FOR THE CONSTRUCTION OF THE FARMINGTON GRAVITY SEWER LINE, WSIP SUBPROJECT WL-10a, BID # 09-01; AND APPROVING A 10% CONTINGENCY IN THE AMOUNT OF \$33,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a cost-share with the City of Farmington to contract with Garney Companies, Inc in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP subproject WL-10a, Bid # 09-01.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a 10% contingency in the amount of \$33,000.00.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City Of Fayetteville
(Not a Purchase Order)

Requisition No.:
Date: 1/20/2009
P.O. Number:
Expected Delivery Date: ASAP

Vendor #: Vendor Name: Mail Yes: No: X

Address: Taxable Yes: No: X

City: State: Zip Code: Construction Site, Fayetteville Ship to code: Division Head Approval: No: X

Requester: David Jurgens Requester's Employee #: 490 Extension: 330

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Supplied #	Inventory #	Fixed Asset #
1	WSIP WL-10a Farmington Gravity Main, Contract # _____, Bid 09-01, Res # _____	1	EA			4520.9520.5315.00	2133.0415		
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				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Construction of gravity sewer main from Happy Hollow Rd to Razorback Rd and a sewer main from Country Club Hill

Subtotal: \$0.00
Tax: \$0.00
Total: \$0.00

Approvals:
Mayor: _____ Department Director: _____ Purchasing Manager: _____
Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____
Dispatch Manager: _____ Utilities Manager: _____ Other: _____

January 6, 2009

Mr. David Jurgens, P.E.
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Bid #09-01 WSIP WL-10A
Cities of Farmington and Fayetteville, Arkansas

Dear Mr. Jurgens:

Nine contractors submitted bids for WL-10A. Please see the attached bid tabulations for more details. Garney Companies, Inc. is the low bidder for a total construction cost of \$1,664,231.00. We have checked their references and find that they have performed well in the past on similar projects.

We recommend the Cities of Farmington and Fayetteville enter into a contract with Garney Companies, Inc. for the construction of the above referenced project.

Should you have any questions, please call me at (972) 437-4300.

Very truly yours,

RJN Group, Inc.



Peter Z. Lai, P.E.
Project Manager

Project File: 18-1875-02

CITY OF FAYETTEVILLE
 WL-10A
 FARMINGTON GRAVITY MAIN

BID OPENING: JANUARY 6, 2009		R/JN	ESTIMATE	Garney Construction		Rosetta Construction LLC		KALACS Construction, Inc.	
ITEM	QUANT	UNIT	DESCRIPTION OF ITEM	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	1	LS	Mobilization	75,000.00	\$75,000.00	80,000.00	\$80,000.00	96,500.00	\$96,500.00
2	11,133	LF	Site Preparation, Clearing and Grubbing	55,665	\$55,665.00	5.00	\$55,665.00	7.50	\$83,497.50
3	11,133	LF	Construction Staking	44,532	\$44,532.00	2.00	\$22,266.00	1.20	\$13,356.60
4	23	EA	Construct 48" Dia. Manhole	3,000.00	\$69,000.00	3,250.00	\$74,750.00	5,150.00	\$118,450.00
5	175	VF	Construct 48" Dia. Manhole, Extra Depth	300.00	\$52,500.00	300.00	\$52,500.00	315.00	\$55,125.00
6	15	EA	Construct 48" Dia. Drop Manhole	4,500.00	\$87,500.00	3,500.00	\$52,500.00	5,500.00	\$82,500.00
7	1,600	LF	21" Sewer Pipe and embedment	43.00	\$68,800.00	87.00	\$139,200.00	30.00	\$48,000.00
8	3,623	LF	18" Sewer Pipe and embedment	40.00	\$144,920.00	82.00	\$297,086.00	24.00	\$86,952.00
9	2,851	LF	15" Sewer Pipe and embedment	36.00	\$102,636.00	80.00	\$209,456.00	23.00	\$65,573.00
10	2,756	LF	12" Sewer Pipe and embedment	34.00	\$93,704.00	76.00	\$209,456.00	20.00	\$55,120.00
11	403	LF	8" Sewer Pipe and embedment	25.00	\$10,075.00	40.00	\$16,120.00	17.00	\$6,851.00
12	195	LF	6" Sewer Pipe and embedment	25.00	\$4,875.00	38.00	\$7,410.00	16.00	\$3,120.00
13	581	LF	Trench Excavation and Backfill (0-3 feet)	12,201	\$17,430.00	1.00	\$581.00	41.50	\$24,111.50
14	8,054	LF	Trench Excavation and Backfill (8-12 feet)	257,728	\$261,890.00	1.00	\$8,054.00	45.50	\$366,457.00
15	2,078	LF	Trench Excavation and Backfill (12-16 feet)	105,978	\$83,120.00	1.00	\$2,078.00	57.50	\$119,485.00
16	4,700	CY	Rock Excavation	470,030	\$4,700.00	1.00	\$4,700.00	15.00	\$70,500.00
17	170	LF	36" Steel Encasement By Open Cut	59,500	\$34,000.00	150.00	\$25,500.00	225.00	\$38,250.00
18	53	LF	24" Steel Encasement By Bore and Jack	29,150	\$38,425.00	725.00	\$38,425.00	705.00	\$37,365.00
19	125	LF	30" Steel Encasement By Bore and Jack	75,000	\$91,250.00	800.00	\$100,000.00	750.00	\$93,750.00
20	14	EA	Concrete Anchors on Casings	28,000	\$10,500.00	200.00	\$2,800.00	4,700.00	\$65,800.00
21	382	LF	Concrete Encasement	7,240	\$36,200.00	100.00	\$36,200.00	130.00	\$47,060.00
22	1	LS	Tree Protection and Pruning	10,000	\$5,000.00	10,000.00	\$10,000.00	16,000.00	\$16,000.00
23	3	EA	Remove Existing Manhole	3,500.00	\$10,500.00	750.00	\$2,250.00	350.00	\$1,050.00
24	25	EA	Connect Service Lateral	12,500	\$18,750.00	400.00	\$10,000.00	1,300.00	\$32,500.00
25	210	LF	Extension of Service Lateral	21,000	\$4,200.00	25.00	\$5,250.00	20.00	\$4,200.00
26	23	EA	Service Lateral Cleanout	8,050	\$1,610.00	200.00	\$4,600.00	380.00	\$6,740.00
27	2	EA	Temporary Plug in New Sewer	600	\$2,000.00	300.00	\$600.00	650.00	\$1,300.00
28	130	CY	Trench Foundation Material	5,850	\$1,560.00	28.00	\$2,600.00	28.00	\$3,380.00
29	40	EA	Trench Compaction Test	2,000	\$1,400.00	100.00	\$4,000.00	120.00	\$4,800.00
30	1,954	CY	Rock Rip-Rap	58,608	\$78,160.00	30.00	\$58,620.00	65.00	\$127,010.00
31	12	EA	Clay Dam	3,600	\$6,000.00	1,000.00	\$12,000.00	800.00	\$9,600.00
32	382	SY	Remove and Replace Asphalt Paving	19,085	\$22,920.00	50.00	\$19,100.00	200.00	\$76,400.00
33	18	SY	Remove and Replace Concrete Paving	1,196	\$18,425.00	45.00	\$8,100.00	215.00	\$3,870.00
34	335	SF	Remove & Replace Concrete Sidewalk	2,680	\$18,425.00	25.00	\$8,375.00	130.00	\$43,550.00
35	2,216	SY	Seeding and Mulching	17,730	\$13,296.00	0.50	\$1,108.00	0.50	\$1,108.00
36	1,478	SY	Sod Replacement	16,253	\$14,780.00	3.00	\$4,434.00	5.00	\$7,390.00
37	1	LS	Erosion Control	35,000	\$35,000.00	42,485.00	\$42,485.00	36,000.00	\$36,000.00
38	10,955	LF	Trench Safety	43,820	\$21,910.00	1.00	\$10,955.00	0.25	\$2,738.75
39	1	LS	Traffic Control	10,000	\$3,500.00	1,000.00	\$1,000.00	5,000.00	\$5,000.00
40	4	EA	Install Sewer Backflow Prevention Device	2,000	\$300.00	250.00	\$1,000.00	300.00	\$1,200.00
41	11,133	LF	Surface Video Documentation	11,133	\$11,133.00	1.00	\$11,133.00	0.65	\$7,236.45
42	23	EA	Pre-construction Exploratory/Excavation	11,500	\$2,300.00	1.00	\$23.00	500.00	\$11,500.00
43	35	SY	6" Reinforced Concrete Channel	1,050	\$2,275.00	45.00	\$1,575.00	75.00	\$2,625.00
44	30	SY	Remove/Replace Existing 6" Thick Gravel Surface	450	\$1,500.00	15.00	\$450.00	25.00	\$750.00
Total				2,663,855	\$1,664,231.00		\$1,665,739.00		\$1,985,74.80

CITY OF FAYETTEVILLE
 WL-10A
 FARMINGTON GRAVITY MAIN

BID OPENING: JANUARY 6, 2009			RJN	S.J. Louis Construction, Inc.		ARCO Excavation & Paving		Seven Valleys Construction		
ITEM	QUANT	UNIT	DESCRIPTION OF ITEM	ESTIMATE	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
UNIT 2 - WL-11										
1	1	LS	Mobilization	50,855	71,046.00	\$71,046.00	90,000.00	\$90,000.00	40,000.00	\$40,000.00
2	11,133	LF	Site Preparation, Clearing and Grubbing	55,665	5.00	\$55,665.00	3.00	\$33,399.00	1.00	\$11,133.00
3	11,133	LF	Construction Staking	44,532	1.00	\$11,133.00	1.80	\$20,039.40	1.00	\$11,133.00
4	23	EA	Construct 48" Dia. Manhole	101,200	4,000.00	\$92,000.00	2,500.00	\$57,500.00	3,000.00	\$69,000.00
5	175	VF	Construct 48" Dia. Manhole, Extra Depth	52,410	325.00	\$66,875.00	220.00	\$38,500.00	280.00	\$45,500.00
6	15	EA	Construct 48" Dia. Drop Manhole	75,000	4,500.00	\$67,500.00	2,900.00	\$43,500.00	3,660.00	\$54,900.00
7	1,600	LF	21" Sewer Pipe and embedment	192,000	36.00	\$57,600.00	53.00	\$84,800.00	94.00	\$150,400.00
8	3,623	LF	18" Sewer Pipe and embedment	362,300	26.00	\$94,198.00	48.00	\$173,904.00	88.00	\$322,447.00
9	2,851	LF	15" Sewer Pipe and embedment	205,272	25.00	\$71,275.00	47.00	\$133,997.00	89.00	\$250,888.00
10	2,756	LF	12" Sewer Pipe and embedment	148,824	22.00	\$60,632.00	42.00	\$115,752.00	85.00	\$234,260.00
11	403	LF	8" Sewer Pipe and embedment	22,165	20.00	\$8,060.00	40.00	\$16,120.00	81.00	\$32,643.00
12	195	LF	6" Sewer Pipe and embedment	11,700	20.00	\$3,900.00	39.00	\$7,605.00	78.00	\$15,210.00
13	581	LF	Trench Excavation and Backfill (0-3 feet)	12,201	25.00	\$14,525.00	5.50	\$3,195.50	2.00	\$1,162.00
14	8,054	LF	Trench Excavation and Backfill (8-12 feet)	257,728	30.00	\$241,620.00	12.00	\$66,648.00	10.00	\$80,540.00
15	2,078	LF	Trench Excavation and Backfill (12-16 feet)	105,978	40.00	\$53,120.00	22.00	\$45,716.00	20.00	\$41,560.00
16	4,700	CY	Rock Excavation	470,030	100.00	\$470,000.00	160.00	\$752,000.00	100.00	\$470,000.00
17	170	LF	36" Steel Encasement By Open Cut	59,500	3,000.00	\$51,000.00	250.00	\$42,500.00	209.00	\$35,630.00
18	53	LF	24" Steel Encasement By Bore and Jack	29,150	1,200.00	\$63,600.00	700.00	\$37,100.00	710.00	\$37,630.00
19	125	LF	30" Steel Encasement By Bore and Jack	75,000	1,100.00	\$137,500.00	700.00	\$87,500.00	675.00	\$84,375.00
20	14	EA	Concrete Anchors on Casings	28,000	1,500.00	\$21,000.00	425.00	\$5,950.00	3,500.00	\$49,000.00
21	362	LF	Concrete Encasement	7,240	250.00	\$80,500.00	70.00	\$25,340.00	90.00	\$32,580.00
22	1	LS	Tree Protection and Pruning	10,000	1,500.00	\$1,500.00	12,000.00	\$12,000.00	10,000.00	\$10,000.00
23	3	EA	Remove Existing Manhole	3,000	500.00	\$1,500.00	800.00	\$2,400.00	2,000.00	\$6,000.00
24	25	EA	Connect Service Lateral	12,500	800.00	\$20,000.00	600.00	\$15,000.00	75.00	\$1,875.00
25	210	LF	Extension of Service Lateral	21,000	45.00	\$9,450.00	25.00	\$5,250.00	40.00	\$8,400.00
26	23	EA	Service Lateral Cleanout	8,050	100.00	\$2,300.00	350.00	\$8,050.00	175.00	\$4,025.00
27	2	EA	Temporary Plug in New Sewer	600	325.00	\$650.00	300.00	\$600.00	700.00	\$1,400.00
28	130	CY	Trench Foundation Material	5,850	25.00	\$3,250.00	25.00	\$3,250.00	32.00	\$4,160.00
29	40	EA	Trench Compaction Test	2,000	300.00	\$12,000.00	500.00	\$20,000.00	65.00	\$2,600.00
30	1,954	CY	Rock Rip-Rap	58,608	40.00	\$78,160.00	49.00	\$95,746.00	39.00	\$76,206.00
31	12	EA	Clay Dam	3,600	600.00	\$7,200.00	800.00	\$9,600.00	1,000.00	\$12,000.00
32	382	SY	Remove and Replace Asphalt Paving	19,085	70.00	\$26,740.00	70.00	\$22,920.00	60.00	\$12,920.00
33	18	SY	Remove and Replace Concrete Paving	1,196	70.00	\$1,280.00	65.00	\$1,170.00	60.00	\$1,080.00
34	335	SF	Remove & Replace Concrete Sidewalk	2,680	50.00	\$16,750.00	45.00	\$15,075.00	40.00	\$13,400.00
35	2,216	SY	Seeding and Mulching	17,730	1.00	\$2,216.00	0.72	\$1,595.52	1.80	\$3,988.80
36	1,478	SY	Sod Replacement	16,253	4.00	\$5,912.00	3.15	\$4,655.70	3.50	\$5,173.00
37	1	LS	Erosion Control	35,000	25,000.00	\$25,000.00	60,000.00	\$60,000.00	33,200.00	\$33,200.00
38	10,955	LF	Trench Safety	43,820	1.00	\$10,955.00	4.00	\$43,820.00	1.00	\$10,955.00
39	1	LS	Traffic Control	10,000	12,000.00	\$12,000.00	9,000.00	\$9,000.00	5,000.00	\$5,000.00
40	4	EA	Instal Sewer Backflow Prevention Device	2,000	450.00	\$1,800.00	600.00	\$2,400.00	300.00	\$1,200.00
41	11,133	LF	Surface Video Documentation	11,133	1.00	\$11,133.00	1.00	\$11,133.00	0.50	\$5,566.50
42	23	EA	Pre-construction Exploratory/Excavation	11,500	750.00	\$17,250.00	200.00	\$4,600.00	500.00	\$11,500.00
43	35	SY	6" Reinforced Concrete Channel	1,050	75.00	\$2,625.00	108.00	\$3,780.00	60.00	\$2,100.00
44	30	SY	Remove/Replace Existing 6" Thick Gravel Surface	450	20.00	\$600.00	17.00	\$510.00	40.00	\$1,200.00
Total				2,663,855		\$2,093,000.00		\$2,267,441.12		\$2,313,840.30

CITY OF FAYETTEVILLE
 WL-10A
 FARMINGTON GRAVITY MAIN

BID OPENING: JANUARY 6, 2009				R/JN	S & J		Redford		T-G	
				ESTIMATE	Construction, Inc.		Construction, Inc.		Excavating, Inc.	
ITEM	QUANT	UNIT	DESCRIPTION OF ITEM		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	1	LS	Mobilization	50,855	130,000.00	\$130,000.00	135,000.00	\$135,000.00	167,838.00	\$167,838.00
2	11,133	LF	Site Preparation, Clearing and Grubbing	55,665	5.00	\$55,665.00	21.00	\$233,793.00	10.00	\$111,330.00
3	11,133	LF	Construction Staking	44,532	1.75	\$19,482.75	2.00	\$22,266.00	3.00	\$33,399.00
4	23	EA	Construct 48" Dia. Manhole	101,200	2,900.00	\$66,700.00	3,700.00	\$86,100.00	5,500.00	\$126,500.00
5	175	VF	Construct 48" Dia. Manhole, Extra Depth	52,410	289.00	\$50,575.00	250.00	\$43,750.00	550.00	\$96,250.00
6	15	EA	Construct 48" Dia. Drop Manhole	75,000	3,840.00	\$57,600.00	4,200.00	\$63,000.00	7,000.00	\$105,000.00
7	1,600	LF	21" Sewer Pipe and embedment	192,000	100.14	\$160,224.00	95.00	\$152,000.00	180.00	\$288,000.00
8	3,623	LF	18" Sewer Pipe and embedment	362,300	95.88	\$347,373.24	76.00	\$275,348.00	170.00	\$615,010.00
9	2,851	LF	15" Sewer Pipe and embedment	205,272	94.58	\$269,647.58	70.00	\$199,570.00	165.00	\$470,415.00
10	2,756	LF	12" Sewer Pipe and embedment	148,824	91.07	\$250,988.92	65.00	\$179,140.00	155.00	\$427,180.00
11	403	LF	8" Sewer Pipe and embedment	22,165	86.86	\$35,004.58	60.00	\$24,180.00	145.00	\$58,435.00
12	195	LF	6" Sewer Pipe and embedment	11,700	85.46	\$16,664.70	50.00	\$9,750.00	140.00	\$27,300.00
13	581	LF	Trench Excavation and Backfill (0-8 feet)	12,201	28.00	\$16,268.00	4.00	\$2,324.00	1.00	\$581.00
14	8,054	LF	Trench Excavation and Backfill (8-12 feet)	257,728	38.00	\$306,052.00	6.00	\$48,324.00	1.00	\$8,054.00
15	2,078	LF	Trench Excavation and Backfill (12-16 feet)	105,978	47.50	\$98,705.00	8.00	\$16,624.00	1.00	\$2,078.00
16	4,700	CY	Rock Excavation	470,030	41.44	\$194,768.00	105.00	\$493,500.00	1.00	\$4,700.00
17	170	LF	36" Steel Encasement By Open Cut	59,500	337.46	\$57,368.20	250.00	\$42,500.00	220.00	\$37,400.00
18	53	LF	24" Steel Encasement By Bore and Jack	29,150	789.26	\$41,830.78	850.00	\$45,050.00	950.00	\$50,350.00
19	125	LF	30" Steel Encasement By Bore and Jack	75,000	832.20	\$104,025.00	900.00	\$112,500.00	900.00	\$112,500.00
20	14	EA	Concrete Anchors on Castings	28,000	450.00	\$6,300.00	1,900.00	\$26,600.00	3,500.00	\$49,000.00
21	362	LF	Concrete Encasement	7,240	47.00	\$17,014.00	75.00	\$27,150.00	60.00	\$21,720.00
22	1	LS	Tree Protection and Pruning	10,000	2,500.00	\$2,500.00	25,000.00	\$25,000.00	8,000.00	\$8,000.00
23	3	EA	Remove Existing Manhole	3,000	700.00	\$2,100.00	750.00	\$2,250.00	3,000.00	\$9,000.00
24	25	EA	Connect Service Lateral	12,500	275.00	\$6,875.00	500.00	\$12,500.00	900.00	\$22,500.00
25	210	LF	Extension of Service Lateral	21,000	28.00	\$5,460.00	60.00	\$12,600.00	35.00	\$7,350.00
26	23	EA	Service Lateral Cleanout	8,050	350.00	\$8,050.00	150.00	\$3,450.00	850.00	\$19,550.00
27	2	EA	Temporary Plug in New Sewer	600	28.00	\$1,600.00	350.00	\$700.00	500.00	\$1,000.00
28	130	CY	Trench Foundation Material	5,850	100.00	\$4,000.00	250.00	\$10,000.00	100.00	\$4,000.00
29	40	EA	Trench Compaction Test	58,608	28.50	\$55,689.00	75.00	\$146,550.00	100.00	\$195,400.00
30	1,954	CY	Rock Rip-Rap	3,600	300.00	\$3,600.00	400.00	\$4,800.00	700.00	\$8,400.00
31	12	EA	Clay Dam	19,085	75.00	\$28,650.00	125.00	\$47,750.00	130.00	\$49,660.00
32	382	SY	Remove and Replace Asphalt Paving	1,196	75.00	\$1,350.00	120.00	\$2,340.00	130.00	\$2,340.00
33	18	SY	Remove and Replace Concrete Paving	2,680	75.00	\$25,125.00	35.00	\$11,725.00	70.00	\$23,450.00
34	335	SF	Remove & Replace Concrete Sidewalk	17,730	1.15	\$2,548.40	14.00	\$31,024.00	1.00	\$2,548.40
35	2,216	SY	Seeding and Mulching	16,253	8.50	\$12,563.00	70.00	\$103,460.00	1.00	\$1,478.00
36	1,478	SY	Sod Replacement	35,820	12.00	\$12,500.00	3.00	\$95,000.00	1.00	\$15,000.00
37	1	LS	Erosion Control	43,820	5,000.00	\$5,000.00	7,500.00	\$32,865.00	1.00	\$10,955.00
38	10,955	LF	Trench Safety	10,000	614.49	\$2,457.96	125.00	\$7,500.00	800.00	\$3,200.00
39	1	LS	Traffic Control	11,133	0.50	\$5,566.50	3.00	\$33,399.00	1.00	\$11,133.00
40	4	EA	Install Sewer Backflow Prevention Device	2,000	300.00	\$6,900.00	500.00	\$11,500.00	4,000.00	\$92,000.00
41	11,133	EA	Pre-construction Exploratory/Excavation	1,050	75.00	\$2,625.00	80.00	\$2,800.00	150.00	\$5,250.00
42	23	EA	6" Reinforced Concrete Channel	450	12.00	\$360.00	16.00	\$480.00	40.00	\$1,200.00
43	35	SY	Remove/Replace Existing 6" Thick Gravel Surface							
44	30	SY								
Total				2,663,855		\$2,633,006.61		\$2,840,682.00		\$3,322,222.00

City Of Fayetteville

(Not a Purchase Order)

Requisition No.: _____ Date: **1/20/2009**

P.O. Number: _____ Expected Delivery Date: **ASAP**

Vendor #: **3112** Vendor Name: _____ City of Farmington

Address: _____ PO Box 150 State: **AR** Fob Point: **Farmington, AR**

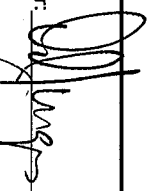
City: **Farmington** Zip Code: **72730-0150** Ship to code: _____

Requester: **David Jurgens** Requester's Employee #: **490** Extension: **330**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	WSIP WL-10a Farmington Gravity Main, Contract # _____, Bid 09-01, Res # _____	1	EA	328,402.58	328,402.58	4520.9520.5315.00	2133.0415		
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				
	Shipping/Handling		Lot		\$0.00				
Special Instructions:									
Construction of gravity sewer main from Happy Hollow Rd to Razorback Rd and a sewer main from Country Club Hill									

Subtotal: **\$328,402.58**
 Tax: _____
 Total: **\$328,402.58**

Approvals:

Mayor: _____ Department Director: 

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

DOCUMENT 00400 - BID FORM

Project Name: Wastewater System Improvement Project
Contract Name: Farmington Gravity Main
Contract No.: WL-10A
RLF Project No.: 00584-CWRLF-L

BID TO:

Owner: The City of Farmington, Arkansas
324 West Main Street
Farmington, Arkansas 72730

BID FROM:

Bidder: GARNEY COMPANIES, INC.
1333 N. W. VIVION ROAD
KANSAS CITY, MISSOURI 64118

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 – BID FORM

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>Addenda # 1</u>	<u>12/30/08</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a hazardous environmental condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 - BID FORM (continued)

other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

- 4.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Price Schedule:

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	LS	Mobilization (Not to Exceed ⁵ / ₂ % of All Other Contract Items) <i>Seventy-five Thousand</i> Dollars/LS Words	(\$ <u>75,000.00</u>)	(\$ <u>75,000.00</u>)
2.	11,133	LF	Site Preparation, Clearing and Grubbing <i>five</i> Dollars/LF Words	(\$ <u>5.00</u>)	(\$ <u>55,665.00</u>)
3.	11,133	LF	Construction Staking <i>four</i> Dollars/LF Words	(\$ <u>4.00</u>)	(\$ <u>44,532.00</u>)

DOCUMENT 00400 – BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
4.	23	EA	48-Inch Dia. Std. Manhole, 0-6 Ft. Deep <u>three thousand</u> Dollars/EA Words	(\$ <u>3,000.00</u>)	(\$ <u>69,000.00</u>)
5.	175	VF	48-Inch Dia. Manhole Extra Depth, Over 6 Ft. Deep <u>three hundred</u> Dollars/VF Words	(\$ <u>300.00</u>)	(\$ <u>52,500.00</u>)
6.	15	EA	48-Inch Dia. Drop Manhole, 0-6 Ft. Deep <u>fourty-five hundred</u> Dollars/EA Words <u>10.00</u>	(\$ <u>4,500.00</u>)	(\$ <u>67,500.00</u>)
7.	1,600	LF	21-Inch Gravity Sewer and Embedment <u>fourty-three</u> Dollars/LF Words	(\$ <u>43.00</u>)	(\$ <u>68,800.00</u>)
8.	3,623	LF	18-Inch Gravity Sewer and Embedment <u>fourty</u> Dollars/LF Words	(\$ <u>40.00</u>)	(\$ <u>144,920.00</u>)
9.	2,851	LF	15-Inch Gravity Sewer and Embedment <u>thirty-six</u> Dollars/LF Words	(\$ <u>36.00</u>)	(\$ <u>102,636.00</u>)
10.	2,756	LF	12-Inch Gravity Sewer and Embedment <u>thirty-four</u> Dollars/LF Words	(\$ <u>34.00</u>)	(\$ <u>93,704.00</u>)

DOCUMENT 00400 - BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
11.	403	LF	8-Inch Gravity Sewer and Embedment <u>twenty-five</u> Dollars/LF Words	(\$ <u>25.00</u>)	(\$ <u>10,075.00</u>)
12.	195	LF	6-Inch Gravity Sewer and Embedment <u>twenty-five</u> Dollars/LF Words	(\$ <u>25.00</u>)	(\$ <u>4,875.00</u>)
13.	581	LF	Trench Excavation and Backfill, 0-8 Ft. Depth <u>thirty</u> Dollars/LF Words	(\$ <u>30.00</u>)	(\$ <u>17,430.00</u>)
14.	8,054	LF	Trench Excavation and Backfill, 8-12 Ft. Depth <u>thirty-five</u> Dollars/LF Words	(\$ <u>35.00</u>)	(\$ <u>281,890.00</u>)
15.	2,078	LF	Trench Excavation and Backfill, 12-16 Ft. Deep <u>forty</u> Dollars/LF Words	(\$ <u>40.00</u>)	(\$ <u>83,120.00</u>)
16.	4,700	CY	Rock Excavation <u>One</u> Dollars/CY Words	(\$ <u>1.00</u>)	(\$ <u>4,700.00</u>)
17.	205 170	LF	36-Inch Steel Encasement by Open Cut <u>two hundred</u> Dollars/LF Words	(\$ <u>200.00</u>)	(\$ <u>34,000.00</u>)

DOCUMENT 00400 - BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
18.	53	LF	24 36 -Inch Steel Encasement by Bore and Jack <i>Seventy hundred forty-five</i> Dollars/LF Words	(\$ <u>725.00</u>)	(\$ <u>38,425.00</u>)
19.	125	LF	30-Inch Steel Encasement by Bore and Jack <i>Seven hundred thirty</i> Dollars/LF Words	(\$ <u>730.00</u>)	(\$ <u>91,250.00</u>)
20.	14	EA	Concrete Anchors on Casings <i>Seven hundred fifty</i> Dollars/EA Words	(\$ <u>750.00</u>)	(\$ <u>10,500.00</u>)
21.	362	LF	Concrete Encasement <i>one hundred</i> Dollars/LF Words	(\$ <u>100.00</u>)	(\$ <u>36,200.00</u>)
22.	1	LS	Tree Protection and Pruning <i>five thousand</i> Dollars/LS Words	(\$ <u>5,000.00</u>)	(\$ <u>5,000.00</u>)
23.	3	EA	Remove Existing Manhole <i>thirty-five hundred</i> Dollars/LF Words	(\$ <u>3,500.00</u>)	(\$ <u>10,500.00</u>)
24.	25	EA	Connect Service Lateral <i>Seven hundred fifty</i> Dollars/EA Words	(\$ <u>750.00</u>)	(\$ <u>18,750.00</u>)

DOCUMENT 00400 – BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
25.	210	LF	Extension of Service Lateral <i>twenty</i> Dollars/LF Words	(\$ <u>20.00</u>)	(\$ <u>4,200.00</u>)
26.	23	EA	Installation of Service Lateral Cleanout <i>seventy</i> Dollars/EA Words	(\$ <u>70.00</u>)	(\$ <u>1,610.00</u>)
27.	2	EA	Temporary Plug in New Sewer <i>one hundred</i> Dollars/EA Words	(\$ <u>1,000.00</u>)	(\$ <u>2,000.00</u>)
28.	130	CY	Trench Foundation Material <i>twelve</i> Dollars/CY Words	(\$ <u>12.00</u>)	(\$ <u>1,560.00</u>)
29.	40	EA	Trench Compaction Test <i>thirty-five</i> Dollars/EA Words	(\$ <u>35.00</u>)	(\$ <u>1,400.00</u>)
30.	1,954	CY	Rock Riprap <i>forty</i> Dollars/CY Words	(\$ <u>40.00</u>)	(\$ <u>78,160.00</u>)
31.	12	EA	Clay Dam <i>five hundred</i> Dollars/EA Words	(\$ <u>500.00</u>)	(\$ <u>6,000.00</u>)

DOCUMENT 00400 - BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
32.	382	SY	Remove and Replace Asphalt Paving <u>Sixty</u> Dollars/SY Words	(\$ <u>60.00</u>)	(\$ <u>22,920.00</u>)
33.	18	SY	Remove and Replace Concrete Paving <u>fifty - five</u> Dollars/SY Words	(\$ <u>55.00</u>)	(\$ <u>990.00</u>)
34.	335	SY	Remove and Replace Concrete Sidewalk <u>fifty - five</u> Dollars/SY Words	(\$ <u>55.00</u>)	(\$ <u>18,425.00</u>)
35.	2,216	SY	Seeding and Mulching <u>Six</u> Dollars/SY Words	(\$ <u>6.00</u>)	(\$ <u>13,296.00</u>)
36.	1,478	SY	Sod Replacement <u>ten</u> Dollars/SY Words	(\$ <u>10.00</u>)	(\$ <u>14,780.00</u>)
37.	1	LS	Erosion Control <u>thirty - five thousand</u> Dollars/LS Words	(\$ <u>35,000.00</u>)	(\$ <u>35,000.00</u>)
38.	10,955	LF	Trench Excavation and Safety System <u>two</u> Dollars/LF Words	(\$ <u>2.00</u>)	(\$ <u>21,910.00</u>)

DOCUMENT 00400 - BID FORM (continued)

WL-10A FARMINGTON GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
39.	1	LS	Traffic Control <u>thirty-five hundred</u> Dollars/LS Words	(\$ <u>3,500.00</u>)	(\$ <u>3,500.00</u>)
40.	4	EA	Install Sewer Backflow Prevention Device <u>Seventy-five</u> Dollars/EA Words	(\$ <u>75.00</u>)	(\$ <u>300.00</u>)
41.	11,133	LF	Surface Video Documentation <u>ONE</u> Dollars/LF Words	(\$ <u>1.00</u>)	(\$ <u>11,133.00</u>)
42.	23	EA	Pre-Construction Exploratory Excavation to Determine Limits for Rock Blasting <u>ONE-hundred</u> Dollars/LF Words	(\$ <u>100.00</u>)	(\$ <u>2,300.00</u>)
43.	35	SY	6" Reinforced Concrete Channel per Sheet 5 <u>Sixty-five</u> Dollars/SY Words	(\$ <u>65.00</u>)	(\$ <u>2,275.00</u>)

44 30 SY Remove & Replenish Existing Gravel Surface @ 50.00 \$ 1,500.00
 TOTAL PRICE: ONE million Six hundred Sixty-four thousand
two hundred thirty-one Dollars (\$ 1,664,231.00).

- Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

DOCUMENT 00400 - BID FORM (continued)

2. Bidder must indicate, by checking a box below, the type of pipe material to be used for this project. Pipe material must be the same for all pipe, unless specifically indicated in the contract documents.

☒ Polyvinylchloride 8"-15" ☒ Polyvinylchloride 18"-36"
☐ Fiberglass Reinforced Polymer 18"-36"

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security, not less than 5% of the Bid total, in the form of a certified or bank cashier's check or a Bid Bond and in the amount of Five Percent of Bid Dollars (\$ 5% Bid Amount).
 - B. Required Bidder's Qualification Statement with supporting data (DOCUMENT 00140).
 - C. List of Subcontractors (DOCUMENT 00430)
 - D. Contractor's Act of Assurance Form, RLF-52.
 - E. MBE / WBE Compliance Evaluation Form, RLF-96.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

GARNEY COMPANIES, INC.
1333 N. W. VIVION ROAD
KANSAS CITY, MISSOURI 64118
J.W. YOUNGBLOOD
EXECUTIVE VICE PRESIDENT

Phone No. (816) 746-7223
FAX No. (816) 746-7288

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on January 6, 2009

Arkansas State Contractor License No. 0032110309

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 - BID FORM (continued)

A Corporation

Corporation Name: GARNEY COMPANIES, INC. (SEAL)

State of Incorporation: MISSOURI

Type (General Business, Professional, Service, Limited Liability): _____

General Business

By: S.M. McCandless

(Signature - attach evidence of authority to sign)

Name (type or printed): STEPHEN M. McCANDLESS

SENIOR VICE PRESIDENT

Title: _____

(CORPORATE SEAL)

Attest: Thomas J. Dahl THOMAS J. DAHL
ASSISTANT SECRETARY

(Signature of Corporate Secretary)

Business address: GARNEY COMPANIES, INC.

1333 N.W. VIVION ROAD

KANSAS CITY, MISSOURI 64118

Phone No.: (816) 746-7200 FAX No.: (816) 746-7288

END OF DOCUMENT 00400

RLF-52
(R-7/01)

CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the Revolving Loan Fund (RLF) financed project, I certify that I have read and understand the requirements of the Revolving Loan Fund Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

MBE/WBE During the bid process and throughout the performance of the Contract, whenever subcontracts are to be awarded, I will take the 6 affirmative steps described in the Supplemental Conditions to utilize minority and women's business enterprise (MBE/WBE) firms wherever possible. I will document to the borrower and ASWCC all efforts to secure MBE/WBE participation including follow-up efforts and will report to the Owner the dollar value of all MBE/WBE contracts and subcontracts awarded.

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the RLF Supplemental Conditions and furnish weekly payrolls and certifications as may be required by the Owner to affirm compliance. I will also require that weekly payrolls be submitted to the Owner for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

RLF-52
(R-7/01)

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME:

SIGNATURE: <u>Stephen M. McCandless</u>		DATE: <u>January 6, 2009</u>
PRINTED NAME: <u>STEPHEN M. McCANDLESS</u>	TITLE: <u>SENIOR VICE PRESIDENT</u>	
<u>SENIOR VICE PRESIDENT</u>		

RLF-96
(R-7/01)

MBE/WBE COMPLIANCE EVALUATION FORM
SUPPLEMENTAL CONDITIONS OF THE REVOLVING LOAN FUND
(Bid Package Documentation)

Bidders are to complete this form and submit with the bid proposal. A condition for remaining in competition for award is the satisfactory completion of this form. The undersigned submits the following data with respect to the firm's efforts to meet the Arkansas Natural Resources Conservation Commission's goal for MBE/WBE participation.

1. Name of Project: Fayetteville Wastewater System Improvement Project, Farmington Gravity Main, Contract No.: WL-10A RLF Project No. 00584-CWRLF-L
2. Name of General Contractor: Garney Construction
3. MBE/WBE Firm: _____
(Name) (Complete a separate form for each MBE/WBE to be used as a subcontractor)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number)
4. Describe Work to be performed by the MBE/WBE, provide dollar amount of the subcontract.

DOCUMENTATION OF AFFIRMATIVE STEPS TAKEN TO OBTAIN MBE/WBE PARTICIPATION
(TO BE COMPLETED IF THE MBE/WBW GOALS ARE NOT OBTAINED)

5. Documentation that MBE/WBE quotes were solicited through direct mail and other advertising sources, documentation of follow-up action for firms not responding; and documentation of responses received (both positive and negative responses).
Quotes from DBE's were solicited by phone and follow-up phone calls were also made. Documentation attached.
6. What sources were used to identify potential MBE/WBE firms. (Arkansas Highway and Transportation Department; Arkansas Industrial Development Commission's Minority Business Development Division; U.S. Small Business Administration; other sources, please specify and provide documentation)
Used list from Arkansas Highway & Transportation website.
7. Describe steps taken to divide work items into small tasks in an effort to maximize MBE/WBE participation.
Tasks were broken up into erosion control, clearing, staking, excavation, asphalt paving, Traffic Control, concrete repair work, and cleanup to facilitate a DBE.
8. List reasons for rejecting a MBE/WBE that indicated a desire to participate and/or submitted bids.
The Companies contacted were not interested in doing work in Fayetteville or the tasks to be performed was bid to high.

The undersigned hereby certified, having provided responses or documentation to the questions in the foregoing affirmative steps taken to obtain MBE/WBE participation, that they are true and correct to the best of her/her knowledge, information and belief.

Name of General Contractor:

GARNEY COMPANIES, INC.

Signature:

S.M. McCandless

Title/Date:

STEPHEN M. McCANDLESS
SENIOR VICE PRESIDENT

1/6/09

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for the Farmington Gravity Main, Contract No. WL-10A, with associated piping, equipment, yard piping, bores, demolition and other restoration work throughout the site.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor Work</u>	<u>Subcontractor's Name</u>	<u>Subcontractor's</u>	
		<u>License No.</u>	<u>Percent of Contract</u>
Excavation	<u>Garney Construction</u>	<u>0032110309</u>	<u>20%</u>
Manholes	<u>Garney Construction</u>	<u>0032110309</u>	<u>10%</u>
Bores	<u>H&H Directional Boring</u>	<u>0091820409</u>	<u>5%</u>
Pavement Restoration	<u>A-2 Paving Company</u>	<u>0169880409</u>	<u>1%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: This form must be submitted with the bid in accordance with the Instructions to Bidders.

S.M. McNamee
 Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00410 - BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Garney Companies, Inc.

1333 NW Vivion Road

Kansas City, MO.64118

as Principal, hereinafter called the Principal, and

Western Surety Company and

P0 Box 5077

Sioux Falls, SD 57117-5077.

~~800/331-6053~~

Liberty Mutual Insurance Company

450 Plymouth Road, Suite 400

Plymouth Meeting, PA 19462

610/832-8240

a corporation duly organized under the laws of the State of SD/MA respectively as Surety, hereinafter called Surety, are held and firmly bound unto

City of Farmington, Arkansas

354 West Main

Farmington, Arkansas 72730

as Obligee, hereinafter called Owner, in the sum of FIVE (5%) Percent of total amount bid

Dollars (\$ 5% of amt. bid), for the payment of which sum,

well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for construction of approximately 11,133 linear feet of gravity sewer main, 8 through 21-inch diameter (1,600 feet of 21", 3,623 feet of 18", 2,851 feet of 15", 2,756 feet of 12", and 403 feet of 8"), and 23 new 4-foot diameter manholes. The project will be mostly installed by open cut, with some areas of rock excavation, other methods of pipe installation include 125 linear feet of 30-inch encasement, 53 linear feet of 24-inch encasement, all by bore, and 265 linear feet of 36-inch encasement by open cut. Additional items include erosion control, bypass pumping, tree removal/protection, creek, road, and highway crossings and related work, along Goose Creek and Farmington Branch Creek in Farmington, Arkansas.

DOCUMENT 00410 -- BID BOND (continued)

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6 day of January 2009.

PRINCIPAL

(CORPORATE SEAL)

Garney Companies, Inc.

By

Stephen M. McCandless

STEPHEN M. McCANDLESS
SENIOR VICE PRESIDENT

SURETY

Western Surety Company & Liberty Mutual Insurance Company

By

Linda L. Nutt

Linda L. Nutt, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Linda L. Nutt

Linda L. Nutt, Attorney-in-Fact

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L. Nutt

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

Surety Bond Number: Bid Bond / Bid Bond

Principal: Garney Companies, Inc.

Obligee: Cities of Farmington & Fayetteville, Arkansas

Amount of Bond: See Bond Form

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of September 2006



WESTERN SURETY COMPANY

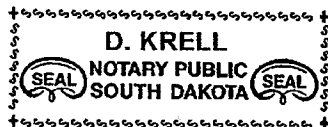
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of September, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of January, 2009



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, Linda L. Nutt, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any location within the United States, the following surety bond:

Principal Name: Garney Companies, Inc.

Obligee Name: Cities of Farmington & Fayetteville, Arkansas

LMS Surety Bond Number: Bid Bond / Bid Bond

Bond Amount: See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of MAY, 2006.



LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of MAY, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009.
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE
I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of January, 2009.



By David M. Carey
David M. Carey, Assistant Secretary

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

January 20, 2009
City Council Meeting Date

Willie Newman
Submitted By

Police
Division

Police
Department

Action Required:

Recognition and approval of a donation to the Fayetteville Police Department from Thomas Overbey for Graffiti Clean up in the amount of \$150.00.

\$ 150.00

Cost of this request

\$ 11,797.00

Category / Project Budget

Police Dept Donations

Program Category / Project Name

1010-2920-5200.00

Account Number

\$ -

Funds Used to Date

Police Dept Donations

Program / Project Category Name

03044-1

Project Number

\$ 11,797.00

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]
Department Director

12-26-08
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]
City Attorney

Date

Paul a. Beck
Finance and Internal Service Director

12-29-08
Date

[Signature]
Mayor

12/30/08
Date

Received in City Clerk's Office

ENTERED

12-26-08

Received in Mayor's Office

ENTERED
12/29/08
[Signature]

Comments:

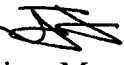


A. 3
Fayetteville Police Department
100-A West Rock
Fayetteville, AR 72701
Telephone: (479) 587-3555
Fax: (479) 587-3563

Graffiti Removal Fund
Page 2 of 6

Departmental Correspondence

To: Mayor Lioneld Jordan and Members of the City Council

Thru: Greg Tabor, Police Chief 
Judy Cohea, Support Services Manager

From: Willie Newman, Financial Coordinator 

Date: December 19, 2008

Re: Fayetteville Police Department Donations

Background

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel.

Discussion

On December 8, 2008, the Police Department received a check in the amount of \$150.00 from Thomas L. Overbey to recognize and support our graffiti removal efforts. These funds will be used to help replenish our graffiti removal supplies. The check was deposited into the City's General Fund and will be tracked through the City's Project Accounting System to insure that the donors intended purpose is met.

Recommendation

Staff recommends acceptance of this donation to the Fayetteville Police Department in the total amount of \$150 and approval of the expenditure for their intended purpose. If you should have any comments or questions regarding this donation acceptance, please contact me at extension 579.

Budget Impact

None

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
IN THE AMOUNT OF \$150.00 FOR A CHARITABLE GIFT
FROM TOM OVERBEY FOR GRAFFITI REMOVAL FUND**

WHEREAS, Thomas L. Overbey donated \$150.00 to the Police Department's Graffiti Removal Fund on December 2, 2008.

**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 approves the attached Budget Adjustment.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

THOMAS L. OVERBEY, P.A.

Attorney At Law

8315 CANTRELL ROAD, SUITE 240
LITTLE ROCK, ARKANSAS 72227-2423
(501) 664-8105

BANK OF AMERICA
81-7/820

2258
Check # 2258
Page 1 of 1

12/2/2008

PAY TO THE
ORDER OF

Fayetteville Police Dept.

\$ 150.00

One Hundred Fifty and 00/100

DOLLARS

Fayetteville Police Dept.

THOMAS L. OVERBEY, P.A.

MEMO

Graffiti Fund

AUTHORIZED SIGNATURE

⑈002258⑈ ⑆082000073⑆ 004163197966⑈

THOMAS L. OVERBEY, P.A.

Fayetteville Police Dept.
Office: Office Cleaning

12/2/2008

2258

150.00

THOMAS L. OVERBEY

ATTORNEY AT LAW

209 NORTH BLOCK AVENUE
FAYETTEVILLE, AR 72701-5204

479-442-3554
FAX 501-219-2993
TOVERBEY@OGSW.COM

Checking Account - B Graffiti Fund

150.00

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

A. 3
Graffiti Removal Fund
Page 5 of 6

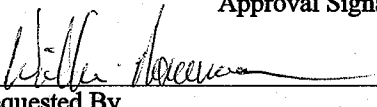
Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 1/6/2009	Adjustment Number
--------------------------------	--	---------------------------------------	--------------------------

Project or Item Added/Increased: Police Department Donations	Project or Item Deleted/Reduced: None
--	---

Justification of this Increase: Recognize donation made to the Fayetteville Police Department from Thomas Overbey to support our Graffiti Removal efforts.	Justification of this Decrease: None
--	--

Increase Budget							
Account Name		Account Number				Amount	Project Number
Office Supplies/Printing		1010	2920	5200	00	150	03044 1

Decrease Budget							
Account Name		Account Number				Amount	Project Number
Donations - Police Department		1010	0001	4808	02	150	03044 1

Approval Signatures  Requested By 12-11-08 Date  Budget Director 12-11-09 Date  Department Director Date Finance Director Date Mayor Date	Budget & Research Use Only Type: A B C D E General Ledger Date Approval Date Posted to General Ledger Initial Date Posted to Project Accounting Initial Date
--	---

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

January 20, 2009
City Council Meeting Date

Willie Newman
Submitted By

Police
Division

Police
Department

Action Required:

Recognition and approval of various donations received by the Fayetteville Police Department in support of officer service awards in the amount of \$1,650.00.

\$ 1,650.00

Cost of this request

1010-2920-5329.00

Account Number

03044-6

Project Number

\$ 16,825.00

Category / Project Budget

\$ 6,829.65

Funds Used to Date

\$ 9,995.35

Remaining Balance

Police Dept Donations

Program Category / Project Name

Employee Recognition

Program / Project Category Name

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]
Department Director

12-26-08
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]
City Attorney

12-26-08
Date

Received in City Clerk's Office

ENTERED

Paul a. Bush
Finance and Internal Service Director

12-29-08
Date

Received in Mayor's Office

ENTERED

[Signature]
Mayor

12/29/08
Date

Comments:



Departmental Correspondence

To: Mayor Lioneld Jordan and Members of the City Council

Thru: Greg Tabor, Police Chief 
Judy Cohea, Support Services Manager

From: Willie Newman, Financial Coordinator

Date: December 19, 2008

Re: **Fayetteville Police Department Donations**

Background

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel.

Discussion

In December 2008, the Police Department received several checks totaling \$1,650.00 from various businesses to recognize and support our officer service awards program. The checks were deposited into the City's General Fund and will be tracked through the City's Project Accounting System to insure that the donors intended purpose is met.

Recommendation

Staff recommends acceptance of these donations to the Fayetteville Police Department in the total amount of \$1,650 and approval of their intended purposes. If you should have any comments or questions regarding these donations acceptance, please contact me at extension 579.

Budget Impact

None

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,650.00 TO REFLECT THE DONATIONS OF SEVERAL FAYETTEVILLE BUSINESSES OR CITIZENS IN SUPPORT OF POLICE OFFICER SERVICE AWARDS

WHEREAS, the Fayetteville Police Department provides annual service awards to police officers from funds donated by local individuals, groups and businesses; and

WHEREAS, donations have been received from the following individuals, groups and businesses:

<u>Individual, Group or Business</u>	<u>Amount</u>
Shelton Tucker Craft American Legion Post #27	\$ 250.00
John H. Ogden	100.00
Executive Square, Inc.	100.00
Smith Two-Way Radio, Inc.	100.00
Medical Associates of Northwest Arkansas	50.00
The Eye Center	50.00
Brewski's, Inc.	50.00
First Federal Bank	50.00
Arvest Bank Operations, Inc.	250.00
Jordon and Associates	400.00
Longer Investments, Inc.	250.00
	\$1,650.00

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 approves a budget adjustment in the amount of \$1,650.00 to reflect the donations of several Fayetteville businesses, or citizens in support of police officer service awards.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

A. 4
Police Officer Service Awards
Page 4 of 10

Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 1/6/2009	Adjustment Number
--------------------------------	--	---------------------------------------	--------------------------

Project or Item Added/Increased: Employee Recognition	Project or Item Deleted/Reduced: None
---	---

Justification of this Increase: Recognize various donations made to the Fayetteville Police Department in support of our officer service award program.	Justification of this Decrease: None
---	--

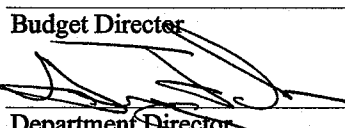
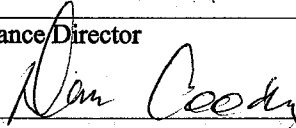
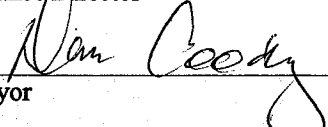
Increase Budget

Account Name	Account Number	Amount	Project Number
Employee Recognition	1010 2920 5329 00	1,650	03044 6

Decrease Budget

Account Name	Account Number	Amount	Project Number
Donations - Police Department	1010 0001 4808 02	1,650	03044 6

Approval Signatures

	12-12-08
Requested By	Date
	12-28-08
Budget Director	Date
	12/28/08
Department Director	Date
	12/28/08
Finance Director	Date
	12/28/08
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	D	E
General Ledger Date					
Approval Date					
	Initial	Date			
Posted to General Ledger					
	Initial	Date			
Posted to Project Accounting					
	Initial	Date			

PAY TO THE ORDER OF Fayetteville Police Department

\$**100.00

One Hundred and 00/100

DOLLARS

Fayetteville Police Department
Attn: Awards Committee
100-A West Rock Street
Fayetteville, AR 72701

MEMO

Donation-Awards & Appreciation Banquet

⑈004958⑈ ⑆082900872⑆ 0004305401⑈



SMITH TWO-WAY RADIO, INC.
520 NORTH COLLEGE AVE.
FAYETTEVILLE, AR 72701-3401
(479) 443-2222

UNITED BANK
81-7416/2829

29108

11/12/08

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPT

\$ 100.00

One Hundred Dollars and 00 Cents

DOLLARS

FAYETTEVILLE POLICE DEPT
ATTN: AWARDS COMMITTEE
100-A WEST ROCK STREET
FAYETTEVILLE, AR 72701

MEMO

⑈029108⑈ ⑆282974161⑆ 016431489006⑈

MEDICAL ASSOCIATES OF NW ARKANSAS, P.A.

540 EAST APPLEBY ROAD
FAYETTEVILLE AR 72703

ARVEST BANK
81-87-829

49756

*FIFTY AND XX / 100

DATE

CHECK AMOUNT

11/18/2008

*****50.00*

Fayetteville Police Department
Attn: Awards Committee
100-A West Rock St.
Fayetteville, AR 72701
0002758

⑈049756⑈ ⑆082900872⑆ 0012108330⑈

Void after 90 days

Details on back. Security Features Included.

The Eye Center
3245 Millard Road
Fayetteville, AR 72703-4068
(479) 442-4020

FIRST SECURITY BANK
1219 S. Joyce Blvd.
Fayetteville, AR 72703
(479) 442-8291

1358

11/18/2003

Pay to the order of Fayetteville Police Department

\$**50.00

Utility and 00/1001

DOLLARS

Fayetteville Police Department
Attn: Awards Committee
100-A West Rock Street
Fayetteville, AR 72701

MEMO

Kelley Milroy

⑈001398⑈ ⑆082901538⑆ 00064⑈741⑈1⑈

BREWSKI'S, INC.
408 WEST DICKSON PH. 973-6969
FAYETTEVILLE, AR 72701

A. 4 **11294**
Police Officer Service Award
Page 8 of 10

81-161/829

PAY
TO THE
ORDER OF

Fayetteville police dept. Awards Comm.
fifty & XX/100

DATE

12/4/8

\$ *56.00*

DOLLARS



Security Features
Included
Details on Back

ONE SOUTH BLOCK STREET
FAYETTEVILLE, ARKANSAS 72701
THE BANK OF FAYETTEVILLE
479-444-4444
MEMBER FDIC



FOR

donation

[Signature]

MP

⑈011294⑈ ⑆082901619⑆

70028176⑈



FIRST FEDERAL BANK
ACCOUNTS PAYABLE
P.O. BOX 550
HARRISON, ARKANSAS 72602

11/21/08

186961

81-7020/2829

**Fifty & 00/100 USD

PAY
TO THE
ORDER OF

*****\$50.00

FAYETTEVILLE POLICE DEPARTMENT

FIRST FEDERAL BANK

[Signature]

MP

⑈186961⑈ ⑆282970204⑆ 5000089⑈



ACCOUNTS PAYABLE
PO BOX 799
LOWELL, AR 72745
1-479-750-6139

ARVEST BANK
81-87/829

719181

CHECK DATE	CONTROL NUMBER	AMOUNT
12/2/2008	719181	\$*****250.00

PAY Two Hundred Fifty and 00/100 DOLLARS

TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT
ATTN: AWARDS COMMITTEE
100-A WEST ROCK STREET
FAYETTEVILLE, AR 72701

[Signature]
ARVEST BANK OPERATIONS, INC.

AUTHORIZED SIGNATURE

MP

⑈719181⑈ ⑆082900872⑆ 50159516⑈

JORDAN AND ASSOCIATES
4189 EAST MISSION BLVD.
FAYETTEVILLE, AR 72703
(479) 444-9923

SIMMONS FIRST BANK
OF NORTHWEST ARKANSAS
SPRINGDALE, ARKANSAS 72762
81-185-829

Police Officer Ser 2254
Page 9 of 10
12/9/08

PAY TO THE
ORDER OF Fayetteville Police Dept.

Four Hundred and 00/100

\$400.00

DOLLARS

MEMO Attn: Awards Committee

⑈022549⑈ ⑆082901855⑆ 0612501750⑈

Longer Investments Inc.
P.O. Box 1269
Fayetteville, AR 72702
(479) 443-5851

THE BANK OF FAYETTEVILLE
FAYETTEVILLE, N.A.
FAYETTEVILLE, AR 72701
81-161-829

16940

11/25/2008

PAY TO THE
ORDER OF Fayetteville Police Department

\$**250.00

Two Hundred Fifty and 00/100

DOLLARS

Fayetteville Police Department
Attn: Awards Committee
100-A West Rock St.
Fayetteville, AR 72701

MEMO Awards & Appreciation Banquet

⑈016940⑈ ⑆082901619⑆

70037329⑈

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

1/20/2009

City Council Meeting Date

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Council approve a resolution amending Fayetteville Police Department Policy 41.3.5 "Grooming and Uniform Requirements and Specifications"

\$0

Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

Previous Ordinance or Resolution #

[Signature]
Department Director

12-31-08
Date

Original Contract Date:

[Signature]
City Attorney

1/2/09
Date

Original Contract Number:

Paul A. Beech
Finance and Internal Service Director

1-2-09
Date

Received in City Clerk's Office

12-31-08

[Signature]
Mayor

1/5/09
Date

Received in Mayor's Office

ENTERED
1/2/09
P.H.

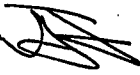
Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Chief of Police 

DATE: December 31, 2008

SUBJECT: Policy Amendment

Recommendation: Council approve a resolution amending Fayetteville Police Department Policy 41.3.5 "Grooming and Uniform Requirements and Specifications"

Background: The current Fayetteville Police Department Policies were approved by council resolution #3-99 on January 5th, 1999. The department is currently in the process of reviewing all policies and updating as necessary.

Discussion: The police department recently amended policy 41.3.5 to include guidelines on personal appearance covering tattoos and other forms of body art. The amended policy also included specifications on the new uniforms and equipment.

Budget Impact: None

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING POLICY NO. 41.3.5
"GROOMING AND UNIFORM REQUIREMENTS AND
SPECIFICATIONS" TO THE FAYETTEVILLE POLICE DEPARTMENT'S
POLICIES, PROCEDURES & RULES MANUAL.**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves and adopts Policy No. 41.3.5 "Grooming and Uniform Requirements and Specifications" to the Fayetteville Police Department's Policies, Procedures & Rules Manual. A copy of the Policy, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

POLICIES, PROCEDURES, AND RULES

Effective Date		Number 41.3.5
Subject GROOMING AND UNIFORM REQUIREMENTS AND SPECIFICATIONS		
Reference		Special Instructions
Distribution All Personnel	Reevaluation Date 1 Year	No. Pages -9-

I. PURPOSE

The individual officer and the department are often judged by the public depending upon the personal appearance of the uniformed officers in particular and all employees in general. Maintaining a professional appearance is critically important to fostering public trust and confidence in law enforcement. The purpose of this policy is to provide grooming and uniform standard guidelines for employees of this department, which will reflect a high standard of professionalism to the public.

II. POLICY

Members of the Fayetteville Police Department shall be neat and clean at all times while on duty. All sworn personnel shall comply with the following grooming and uniform standards unless excluded by the Police Chief due to special assignments. No member of the department shall wear his uniform or any part of his uniform while he is under suspension. **For current uniform specifications refer to the Uniform Regulations Book maintained in the shift Lieutenant's office and the Quartermaster's office.**

III. PROCEDURES

All sworn personnel of the Fayetteville Police Department are subject to uniform inspections on a daily basis by the Chief of Police or his designee. Uniformed personnel are to keep their uniform neat, clean and free from defects. All authorized uniform items referred to in this policy and in the Uniform Regulations Book are supplied and issued by the Fayetteville Police Department

Quartermaster except for uniform pens, uniform pencils, and the Extreme Cold Weather Cap. [Calea 22.2.5, and Calea 41.3.4] If specified as a department replacement, defective items shall be replaced through the quartermaster. Non-uniformed personnel are subject to the same standards and inspections as uniformed personnel. Officers replacing items through the quartermaster must submit a "Uniform and Equipment replacement form" signed by their supervisor. Failure to maintain appearance standards will be noted on your annual evaluation. Repeated failure to maintain proper appearance standards could lead to disciplinary action.

IV. GROOMING

1. Hair

The Chief of Police retains the right to approve or disapprove of any hairstyle, which may cause an unfavorable reflection(s) upon the department.

a. Male Officers - Hair shall be neat, clean, trimmed, and shall present a groomed appearance. Hair will not cover any part of the ears or the collar except the closely cut hair on the back of the neck. Hair in front will be groomed so that it does not fall below the band of properly worn headgear. In no case will the bulk or length of the hair interfere with the proper wear of any authorized headgear.

b. Female Officers - Hair shall be worn in a fashion not to create the risk of injury to themselves. Hair must not hang loose on the collar and must be able to wear authorized headgear properly.

2. Sideburns

If a member chooses to wear sideburns, they will be neatly trimmed and tapered in the same manner as his haircut. Sideburns will not extend below the lowest part of the ear, will be of even width (not flared), and will end with a clean-shaven horizontal line.

3. Mustaches

A short and neatly trimmed mustache may be worn, but shall not extend over the top of the upper lip or beyond the corners of the mouth, and shall not protrude more than one-half inch from the skin surface of the face.

4. Beards and Goatees

The face will be clean-shaven other than the wearing of the acceptable mustache or sideburns. Beards and goatees are

prohibited. Only the Chief of Police may approve the wearing of beards or goatees.

5. Wigs

Wigs or hairpieces will not be worn on duty except for cosmetic reasons to cover natural baldness or physical disfiguration. If a wig or hairpiece is worn, it will conform to department grooming standards.

6. Jewelry

A. Male - Uniformed officers may wear watches and wedding bands. Medical alert bracelets may be worn with the approval of the Chief of Police. At no time while on duty will officers be permitted to wear earrings or other ornaments attached to body.

B. Female - Uniformed officers may wear watches, wedding bands and post earrings which do not protrude from the ear lobe more than 1/4 inch. If the earrings are worn, the employee will wear one earring in each ear lobe.

7. Tattoos

Tattoos and brands above the collarbone and below the wrists are prohibited. Officers in uniform and non-uniform assignments are prohibited from displaying any tattoo, brand or intentional scarring while on-duty or while representing the Department in any other manner.

A. Any current officer in a uniformed assignment with an existing tattoo or brand that is visible while wearing the alternate summer uniform or a short-sleeved shirt shall have the following options:

- (1) Wear the standard uniform with a long-sleeved shirt,
- (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
- (3) Have the tattoo or brand removed at the officer's expense.

B. Officers in non-uniformed assignment shall have the following options to cover any visible tattoo or brand:

- (1) Cover with appropriate clothing,
- (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
- (3) Have the tattoo or brand removed at the officer's expense.

- C. When deemed operationally necessary, officers in undercover assignments may display tattoos or brands with the approval of the Chief of Police.

8. Body Piercing

Body piercing of the face, head, and mouth not only detracts from a professional appearance, but also poses a serious risk and potential for injury in a confrontational situation, and shall not be worn by any officer of the Department when representing the Department.

- A. With the exception of pierced ears, body piercing of the face, head, and mouth detracts from a professional appearance and is not authorized for wear by any personnel when representing the department.
- B. Any body piercing, which is not concealed by the authorized uniform or plainclothes, is prohibited for wear by any personnel when representing the department.
- C. When deemed operationally necessary, officers in undercover assignments may display body piercing with the approval of the Chief of Police.

9. Dental Ornamentation

Officers shall not have dental ornamentation. The use of gold, platinum, silver or other veneer caps for the purposes of ornamentation is prohibited. Teeth, whether natural, capped or veneered shall not be ornamented with designs, jewels, initials, etc.

V. UNIFORMS

Officers will be required to wear a uniform as authorized by the Chief of Police. Uniform specifications will be listed in a Uniform Regulations Book maintained in the shift Lieutenant's office as well as the Quartermaster's office.

Class "A" uniforms will be the department issued dark navy color long sleeve shirt and pants without cargo pockets. Class "A" uniforms will be worn with department issued badge, name tag, collar brass, whistle chain, two pens/pencils, tie, leather gear, duty boots or shoes and duty hat when directed by the Chief of Police. The whistle chain will be attached to the right shoulder epaulet button with the whistle (optional) stored inside the right shirt pocket. Class "A" uniforms are authorized for day to day patrol activities and special occasions such as ceremonies, funeral, special events or any other event authorized by the Chief

of Police. Each officer assigned to uniform patrol will be issued three class "A" long sleeve shirts and three class "A" dress pants. Officers not currently assigned to patrol will be issued one class "A" long sleeve shirt and one class "A" dress pant.

Class "B" uniforms will be the department issued dark navy color long, or short, sleeve shirt and pants with, or without, cargo pockets. Class "B" uniforms will be worn with department issued badge, name tag, collar brass, whistle chain (optional), two pens/pencils, leather or web-gear duty belt, duty boots or shoes and duty hat or stocking cap (optional). A black crew neck type t-shirt will be worn underneath all short sleeve uniforms. A black mock neck type shirt will be worn underneath all long sleeve uniforms. Class "B" uniforms are authorized for day to day patrol activities or any other event authorized by the Chief of Police. Each officer assigned to uniform patrol will be issued three short sleeve shirts and three cargo pants. Officers not currently assigned to patrol will be issued one short sleeve shirt and one cargo pant.

Class "C" uniforms will be the department issued navy color BDU pant and long, or short, sleeve Fayetteville Police Department t-shirt. Class "C" uniforms will be worn with department issued web gear, duty boots and baseball cap (optional). Class "C" uniforms are authorized for man hunts, K-9 call-outs, training involving physical activity or during any other event authorized by the Chief of Police. All officers will be issued one long sleeve t-shirt, one short sleeve t-shirt, and one navy color BDU pant.

The Chief of Police will authorize special uniforms as necessary (i.e. Administrative Personnel, Emergency Response Team, Honor Guard, etc.).

1. Duty Belt

Officers will be issued a leather and web-gear duty belt with matching accessories.

Items to be worn on the duty belt consist of holster with gun, double magazine pouch with magazines, flashlight ring and flashlight, portable radio holder with radio, handcuff case with handcuffs, keepers, pepper spray holder with pepper spray, and department supplied baton holder and baton. No sunglasses, keys, knives, or any other gadgets will be worn on the belt unless approved by the Chief of Police.

If authorized to wear the uniform on a "second" job, the COMPLETE prescribed uniform for the time of year will be worn.

2. Authorized Hat

- A. Duty Hat: To be worn with the Class "A" uniform. Refer to the uniform regulations book.
- B. Baseball Cap: The baseball cap may be worn with the Class "C" uniform, at the firing range, manhunts or when otherwise authorized by the Chief of Police. Refer to the uniform regulations book.
- C. Stocking Cap: To be worn in cold weather. Refer to the uniform regulations book.
- D. Extreme Cold Weather Cap: To be worn if outside for a long period of time during extreme cold weather. At no time will this cap be considered as part of the uniform and will ONLY be worn for the period of time the officer is outside his unit. Refer to the uniform regulations book.
- E. Hat Badge: To be worn with the Duty Hat. Refer to the uniform regulations book.

3. Patches

The Fayetteville Police Department patch, as designed by the department, will be worn on the left and right shoulder of all shirts one inch from the shoulder seam and centered on the sleeve. Patches on coats will be one inch from the shoulder seam and centered.

No other patch, insignia, or pin will be allowed except those authorized by the Chief of Police.

4. Collar Emblems

Rank insignia shall be worn on both collars of Class "A" and Class "B" uniforms. The insignia for the rank of lieutenants and above will be worn on shirt collars perpendicular to the shoulder. The insignia for the rank of sergeant and below will be worn with the centerline of the insignia bisecting the points of the collar. All non-ranking officers shall wear the F.P.D. emblem on the Class "A" and Class "B" uniforms in a horizontal, centered position between the tip of the collar and the neck opening. Refer to the uniform regulations book.

5. Name Plate

The nameplate will be from Mid South Awards model # MBG38C with clutch back and of bright gold style or an equal in style and design. It will be 3/8 wide and 2.25 inches long. The font is Times 3 line, all capital letters, and .175 inches tall. The lettering will consist of the first name initial followed by a period and then the officer's last name. It will be worn over the right pocket approximately .25 inches above the pocket flap and

centered with the button. The nameplate will be worn at all times while in uniform unless otherwise authorized. See illustrations in the Uniform Regulations Book.

6. Pen and Pencil

To coincide with other metal parts of the uniform, all officers will carry pen or pencils, of which that part is exposed, will be predominately gold in color. No more than two pens or pencils will be exposed in the left pocket at one time. The pens will have black ink and the pencil will be carried due to the inability of a pen to write on a damp or wet piece of paper.

7. Tie

The tie will be worn with the Class "A" uniform. When ties are in use, they will be worn on the outside of the shirt, not tucked in. Refer to the Uniform Regulations Book.

8. Shirts and Trousers

Refer to Uniform Regulations Book.

9. T-Shirts

T-shirts are authorized for Class "B" and Class "C" uniforms only. A black crew neck type t-shirt will be worn underneath the short sleeve Class "B" uniform. A black mock neck type shirt will be worn underneath the long sleeve Class "B" uniform. The F.P.D. long, or short sleeve t-shirt will be worn with the Class "C" uniform. Refer to the Uniform Regulations Book.

10. Winter Coat

Refer to Uniform Regulations Book.

11. Raingear

Refer to Uniform Regulations Book.

12. Footwear

The Chief of Police has authorized the following footwear for patrol:

A. A plain toe Oxford, black.

B. A utility boot, black.

Authorized footwear will be kept clean and shined at all times while on duty. Black or dark Blue socks are the required uniform item. Footwear for specialized units such as Bike Patrol, E.R.T., and K-9 officers must be approved by the Chief of Police and will not be worn during normal patrol duties. Refer to the uniform regulations book.

13. Bullet Resistant Vests

Uniformed officers shall wear a bullet resistant vest at all times unless specifically exempted by the Chief of Police. The vest will be supplied by the department and replaced periodically. Refer to the uniform regulations book. [Calea 41.3.5] Officers involved in high-risk tactical details shall also be required to wear a bullet resistant vest. [Calea 41.3.6]

14. Weapons and Ammunition

The Chief of Police will designate the ammunition and weapons carried. No other ammunition or weapon will be carried except when approved by a supervisor for special circumstances and ONLY for that particular situation. [Calea 1.3.9 a. and b.]

A. Department-issued Weapons and Ammunition:

1. Uniformed officers will carry the department-issued weapon only. The authorized weapons utilized by the department include:

- (a) Glock model 35 .40 caliber semi automatic pistol
- (b) Glock model 23-C .40 caliber semi automatic pistol
- (c) Remington 11-87 12 gauge shotgun
- (d) AR-15 .223 caliber semi automatic rifle
- (e) MP5 9mm sub-machine gun
- (f) Remington model 700 LTR .308 caliber rifle
- (g) Smith and Wesson model 342 .38 caliber revolver
- (h) 40 mm for ERT use

2. Detectives will carry only the department-issued weapon while on duty. Personal weapons must have the written approval of the Chief of Police prior to being carried as a duty weapon or as a supplemental duty weapon.

3. Ammunition will be department-issued as approved by the Chief of Police. Authorized ammunition utilized by this department include:

- (a) Duty sidearm ammunition - 180 grain jacketed hollow point
- (b) Training sidearm ammunition - 180 grain full metal jacket
- (c) Shotgun ammunition - "00" buckshot, 1 ounce rifled slug
- (d) AR-15 ammunition - 55 grain full metal jacket, 62 grain boat tail hollow point match
- (e) MP5 duty ammunition - 9mm 124 grain+p bonded jacketed hollow point

- (f) MP5 training ammunition - 9mm 124 grain full metal jacket
- (g) .308 rifle ammunition - 168 grain boat tail hollow point match
- (h) .38 caliber ammunition - 125 grain+p bonded jacketed hollow point
- (i) 40 mm for ERT use

4. Uniformed officers and detectives of this department will carry only department-issued shotguns and rifles.

Fayetteville Police Department

Uniform and Equipment Replacement Form

Officer: _____

Badge #: _____

Date Form Completed: _____

Received by Quartermaster: _____

Date Items Ordered: _____

Vendor: _____

Date Items Receive from Vendor: _____

Item(s) to be replaced	Size	Quantity	Reason for Replacement
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Signature of Lieutenant or higher is required before items can be replaced or ordered.

Lieutenants or Higher Signature: _____ Date: _____

Date item(s) replaced: _____ Replaced by: _____

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

1-20-2009
City Council Meeting Date

Tracey Risley
Submitted By

Police
Division

Police
Department

Action Required:

Contract review staff approve a mutual aid agreement for police protection.

\$0

Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Tracey Risley
Department Director

1-2-09
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

K. J. [Signature]
City Attorney

1-2-09
Date

Paul a. Beeler
Finance and Internal Service Director

1-2-09
Date

Received in City Clerk's Office

1-2-09 USB

Received in Mayor's Office



Mayor

1/5/09
Date

Comments:



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

To: Mayor Lioneld Jordan and Contract Review Staff
From: Tracey Risley, Deputy Chief of Police *TR*
Date: January 2, 2009
Re: Mutual Aid Agreement

Recommendation:

Staff seeks approval to enter into a Mutual Aid agreement with the City of Fort Smith.

Background:

The Fayetteville Police Department currently has no formal agreement with other agencies regarding mutual aid.

Discussion:

The Fayetteville Police Department desires to enter into a mutual aid police protection agreement for times of emergency situations or temporary manpower shortages associated with special events.

Budget Impact:

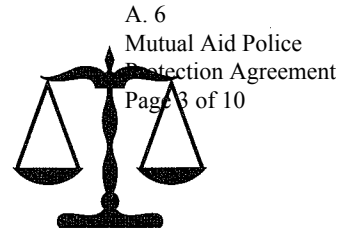
None

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
City Council

CC: **Greg Tabor**, Interim Chief of Police
Tracey Risley, Assistant Chief of Police
Lt. Rob Turberville

FROM: **Kit Williams**, City Attorney

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

DATE: **January 2, 2009**

RE: **Mutual Aid Police Protection Agreement With Fort Smith**

The police departments of Fayetteville and Fort Smith (with assistance of the legal departments of both cities) have been working on this mutual aid agreement for over a year. This agreement would allow Fort Smith officers assisting us in Fayetteville with the power to arrest an offender in Fayetteville. It also allows a Fayetteville officer assisting in Fort Smith to have the power to arrest there. These arrest powers are granted only if cities have a mutual aid agreement pursuant to A.C.A. §16-81-106 (c)(3):

“Statewide arrest powers for certified law enforcement officers will only be in effect when the officer is working outside his jurisdiction at the request of or with the permission of the municipal or county law enforcement agency having jurisdiction in the locale where the officer is assisting or working by request.

“(4) Any law enforcement agency exercising statewide arrest powers under this section must have a written policy on file regulating the actions of its employees relevant to law enforcement activities outside its jurisdiction.”

Because this proposed mutual aid agreement could result in Fayetteville police resources sometimes being committed to Fort Smith and its jurisdiction, I believe the City Council needs to be aware of and agree to this plan before it is entered into by our City.

We have already confirmed with our liability insurance carrier that they would continue to cover our Fayetteville police officers who would be working in Fort Smith pursuant to this agreement (at no increase in premium for the City of Fayetteville). In order to authorize our officers to use the full normal police powers if they are needed to work in Fort Smith, we need to approve this agreement. Both cities reserve the right not to respond for a request for assistance. **Furthermore, the mayor and police chief can recall its city's loaned police officers and equipment immediately if they conclude that danger to the lives or property of the citizens or municipal property necessitates such recall.**

The police department may propose further similar agreements with other Arkansas cities in the future.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A MUTUAL AID POLICE
PROTECTION AGREEMENT WITH FORT SMITH**

WHEREAS, the Fayetteville Police Department recommends that the City enter into a Mutual Aid Police Protection Agreement with Fort Smith to clothe our officers with normal police powers while working in Fort Smith and to clothe Fort Smith police officers with the same normal police powers when called for assistance to 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 hereby approves a Mutual Aid Police Protection Agreement with Fort Smith as attached as exhibit A and authorizes Mayor Jordan to execute this agreement

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Fort Smith, Arkansas, and the City of Fayetteville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The **City of Fort Smith** and the **City of Fayetteville** recognize and acknowledge that, at times, emergency situations or temporary manpower shortages associated with specific events arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Fort Smith Police Department

- A. During natural or man-made disasters or temporary manpower shortages associated with specific events, the **City of Fort Smith** will provide assistance to the **City of Fayetteville** according to the guidelines as set forth in this **Mutual Aid Police Protection Agreement**. Requests for mutual aid must be made in writing by the **Fayetteville Police Department Chief of Police**, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The **Fort Smith Police Department Chief of Police** will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the **City of Fort Smith** that would necessitate such action, the **City of Fort Smith** reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith; additionally, the **City of Fort Smith** reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the **City of Fort Smith**.

- C. *The City of Fayetteville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Fort Smith.*

III. Supervision and Control of Officers on Loan to the City of Fayetteville

- A. Officers from the **Fort Smith Police Department** that are temporarily assigned to the **Fayetteville Police Department** under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as **Fayetteville Police Department** officers. They will possess the same powers, rights and immunities as **Fayetteville Police Department** officers.
- B. Personnel and administrative control, including compensation of Fort Smith officers, will be retained by the **City of Fort Smith** and the **Fort Smith Police Department**. Fort Smith police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the **Fort Smith Police Department**.

IV. Requests by the Fort Smith Police Department

- A. During natural or man-made disasters or temporary manpower shortages associated with specific events, the **City of Fayetteville** will provide assistance to the **City of Fort Smith** according to the guidelines as set forth in this **Mutual Aid Police Protection Agreement**. Requests for mutual aid must be made in writing by the **Fort Smith Police Department Chief of Police**, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The **Fayetteville Police Department Chief of Police** will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the **City of Fayetteville** that would necessitate such action, the **City of Fayetteville** reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Fayetteville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the **City of Fayetteville**; additionally, the **City of Fayetteville** reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Fayetteville or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the **City of Fayetteville**.

- C. *The City of Fort Smith must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Fayetteville.*

V. **Supervision and Control of Officers on Loan to the City of Fort Smith**

- A. Officers from the **Fayetteville Police Department** that are temporarily assigned to the **Fort Smith Police Department** under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Fort Smith Police Department officers. They will possess the same powers, rights and immunities as Fort Smith Police Department officers.
- B. Personnel and administrative control, including compensation of **Fayetteville Police Department** officers, will be retained by the **City of Fayetteville** and the **Fayetteville Police Department**. Fayetteville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the **Fayetteville Police Department**.

VI. **Mutual Aid Police Protection Agreement**

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the **City of Fort Smith** and the **City of Fayetteville**, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this **MUTUAL AID POLICE PROTECTION AGREEMENT** as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Fayetteville Police Department officers and Fort Smith Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. *In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert their sovereign immunity and neither waives it as a consequence of the above language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.*
- C. This **MUTUAL AID POLICE PROTECTION AGREEMENT** may be reviewed annually. Should any paragraph or part of this **MUTUAL AID POLICE PROTECTION AGREEMENT** be found unconstitutional or unlawful, the remainder shall remain in full force and effect.

- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands this _____ day of _____, 2009

City of Fort Smith
Fort Smith, Arkansas

City of Fayetteville
Fayetteville, Arkansas

BY: _____
MAYOR

BY: _____
MAYOR

Attest: City Clerk, Fort Smith

Attest: City Clerk, Fayetteville

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

A. 7
Garver Engineers, LLC
Contract Amendment No. 2
Page 1 of 10

1/20/2009

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

A resolution authorizing execution of Amendment No. 2 to the Engineering Contract with Garver Engineers, LLC in an amount not to exceed \$217,587 for construction phase services for Mount Comfort Road, Contract 1, from I-540 to Alpine.

\$ 217,587.00

Cost of this request

\$ 23,992,298.00

Category / Project Budget

Transportation Bond Improvements

Program Category / Project Name

4520.9520.5809.00

Account Number

\$ 8,297,846.68

Funds Used to Date

Street Improvements

Program / Project Category Name

06035.1600

Project Number

\$ 15,694,451.32

Remaining Balance

2006A Sales Tax Construction

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # RES 154-06

Original Contract Date: 9/19/2008

Original Contract Number: 1051

Gay D.
Department Director

12-31-08
Date

D.P. Whit
City Attorney

1/2/09
Date

Paul A. Beebe
Finance and Internal Service Director

1-2-09
Date

David J. ...
Mayor

1/5/09
Date

Received in City Clerk's Office

12-31-08

Received in Mayor's Office

1/2/09

Comments:

City Council Meeting of January 20, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RSP*

Date: December 31, 2008

Subject: A resolution authorizing execution of Amendment No. 2 to the Engineering Contract with Garver Engineers, LLC in an amount not to exceed \$217,587 for construction phase services for Mount Comfort Road, Contract 1, from I-540 to Alpine.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing execution of Amendment No. 2 to the Engineering Contract with Garver Engineers, LLC in an amount not to exceed \$217,587 for construction phase services for Mount Comfort Road, Contract 1, from I-540 to Alpine.

BACKGROUND:

Mount Comfort Road Improvements are a part of the Transportation Improvement Bond Program. The project includes major intersection improvements at the I540/Shiloh Drive Intersection, relocation of Shiloh Drive to the west, signalization of 4 intersections along Mount Comfort, and widening of Mount Comfort to 4 lanes from I-540 to Ruppel Road.

Under the original contract, and Contract Amendment No. 1, Garver provided traffic studies, design surveys and preliminary and final design services for Mount Comfort Road, from I-540 to west of Ruppel Road. The design has been completed by Garver, and bids for construction have been received for contract 1.

DISCUSSION:

Under this Contract Amendment, Garver will provide construction phase services, to include construction observation services and engineering support during the construction of Contract 1. This proposed amendment also includes reimbursement for a subscription to Poten's Asphalt Weekly Monitor to provide asphalt price index data.

The amount of this Contract Amendment will not exceed \$217,587. The original contract amount plus amendment 1 was \$1,036,900; therefore, the total amended contract amount is \$1,254,487. The contract will be paid based on hourly rates for time actually spent on the project.

BUDGET IMPACT:

This contract will be paid from funds available in the Transportation Improvement Bond Program. Total funding required for this item is \$217,587.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT No. 2 TO THE CONTRACT WITH GARVER ENGINEERS, LLC IN AN AMOUNT NOT TO EXCEED \$217,587.00 FOR CONSTRUCTION PHASE SERVICES FOR MOUNT COMFORT ROAD IMPROVEMENTS FROM I-540 TO ALPINE AVENUE.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue. A copy of the Amendment, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

CONTRACT AMENDMENT NO. 2 – CONSTRUCTION PHASE SERVICES

Mt. Comfort Road Improvements – (Contract No. 1) Alpine Avenue to I-540

This Contract Amendment No. 2, dated _____, 2009 shall amend the original contract between the CITY OF FAYETTEVILLE (Fayetteville, Arkansas) and GARVER ENGINEERS, LLC (GARVER), dated September 19, 2006 for proposed improvements to Mt. Comfort Road from Interstate 540 to Ruppel Road, referred to in the following paragraphs as the original contract. This Contract Amendment No. 2 adds professional engineering and surveying services for the Construction Phase Services, as described herein.

The original contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF GARVER

2.1 General

- 2.1.1.4 The Scope of Services to be furnished by GARVER during the Construction Phase is included in Section 2.4 hereafter and made part of this Agreement.

2.4 Construction Phase

- 2.4.1 The scope of services to be furnished by GARVER during the Construction Phase is described in detail in Section 2.12 of Appendix A as modified hereafter and made part of this Agreement.

SECTION 6 – PAYMENT TO GARVER

6.1 Compensation

Replace “not to exceed \$1,036,900” with “not to exceed \$1,254,487”.

6.1.7 Construction Phase Services

For Construction Phase Services described herein, CITY OF FAYETTEVILLE shall pay GARVER an amount estimated to be \$217,587.

APPENDIX A

2.12 Construction Phase Services

During the construction phase of work on Contract No. 1, GARVER ENGINEERS will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE regarding payment.
3. Attend progress/coordination meetings with CITY OF FAYETTEVILLE/Contractor.
4. Prepare for and attend utilities coordination meeting.
5. Provide coordination with a construction materials testing firm.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER ENGINEERS on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide part-time resident construction observation services for the 360-calendar-day construction contract performance time. The proposed fee is based on approximately **4 hours per day**, 5 days per week, during the 360-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, the CITY OF FAYETTEVILLE will pay GARVER ENGINEERS an additional fee agreed to by the CITY OF FAYETTEVILLE and GARVER ENGINEERS.
9. Provide up to 130 hours of survey crew for staking utilities or others features, verifying contractor's layout and record drawings as requested by the CITY OF FAYETTEVILLE.
10. When authorized by the CITY OF FAYETTEVILLE, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the CITY OF FAYETTEVILLE will pay GARVER ENGINEERS an additional fee (unless changes are required due to the fault of GARVER ENGINEERS) to be agreed upon by the CITY OF FAYETTEVILLE and GARVER ENGINEERS.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.
12. Subscribe to Poten's Asphalt Weekly Monitor for two years starting the month the project is advertised to bid.

Construction observation services will be provided by GARVER ENGINEERS Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the CITY OF FAYETTEVILLE during the construction period.

- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the CITY OF FAYETTEVILLE.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit including date and weather conditions, names of important visitors, construction work in progress and location, size of Contractor's work force and equipment in use, number of hours worked by Contractor's forces, and substance of important conversations with the Contractor. Engineer will provide copies to CITY OF FAYETTEVILLE weekly.

In performing construction observation services, GARVER ENGINEERS will endeavor to protect the CITY OF FAYETTEVILLE against defects and deficiencies in the work of the Contractor(s); but GARVER ENGINEERS cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER ENGINEERS observes that the Contractor's work does not comply with the construction contract documents, GARVER ENGINEERS will immediately notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER ENGINEERS will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER ENGINEERS will notify the CITY OF FAYETTEVILLE immediately, so that appropriate action under the CITY OF FAYETTEVILLE's contract with the Contractor can be taken.

2.13 Project Deliverables

Add the following items to the list of project deliverables.

10. Two copies of approved shop drawings/submittals from the Contractor.
11. One hard copy set of Record Drawings.

2.14 Extra Work

Delete Item 1, "Construction Phase Services" from list of extra work.

APPENDIX A-2 – Fee Summary

Fee summary is replaced in its entirety with the attached Fee Summary.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of GARVER ENGINEERS, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

GARVER ENGINEERS, LLC

By: _____

By: Brock Hoskins
Brock Hoskins

Title: _____

Title: Vice President

ATTEST: _____

ATTEST: JB Miller

APPENDIX A-2

CITY OF FAYETTEVILLE MOUNT COMFORT ROAD IMPROVEMENTS

FEE SUMMARY

	Original Contract	Amendment No. 1	Amendment No. 2	Total
Traffic Studies	\$29,080	\$0	\$0	\$29,080
Schematic Study	\$49,500	\$0	\$0	\$49,500
Signalization Design	\$0	\$37,500	\$0	\$37,500
Surveys - Design	\$97,100	\$0	\$0	\$97,100
Surveys - Property	\$0	\$42,300	\$0	\$42,300
Drainage Study	\$0	\$0	\$0	\$0
Environmental Handling and Documentation	\$0	\$0	\$0	\$0
Conceptual Design	\$104,020	\$0	\$0	\$104,020
Preliminary Design	\$0	\$260,300	\$0	\$260,300
Final Design	\$0	\$261,800	\$0	\$261,800
Property Acquisition Documents	\$0	\$100,950	\$0	\$100,950
Contractor Procurement Assistance Services	\$0	\$14,000	\$0	\$14,000
Construction Phase Services - Contract No. 1	\$0	\$0	\$217,587	\$217,587
Subtotal NTE Fee	\$279,700	\$716,850	\$217,587	\$1,214,137
<u>Subcontracted Services</u>				
Geotechnical Services	\$22,750	\$0	\$0	\$22,750
Record Research	\$0	\$0	\$0	\$0
ARKUPS - Utility Locates	\$17,600	\$0	\$0	\$17,600
Estimated Subcontract Fees	\$40,350	\$0	\$0	\$40,350
Total NTE Fee	\$320,050	\$716,850	\$217,587	\$1,254,487

APPENDIX A-2

CITY OF FAYETTEVILLE
MT. COMFORT ROAD - CONTRACT NO. 1

CONSTRUCTION PHASE SERVICES - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist
	\$205.00	\$169.00	\$134.00	\$9.00	\$87.00	\$60.00	\$45.00	\$98.00	\$160.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering									
Revise Easement/ROW documents during Construction Phases									
Plat of Survey (2 tracts)									
Prepare List of Contractor's Shop Drawings/Submittals									
Prepare, Attend and Document Preconstruction Meeting - Roadway		2				2			
Utility Coordination						2			
Review Contractor's Schedules		1							
Review and Respond to Contractor's Shop Drawings/Submittals - Roadway						4			
Review and Respond to Contractor's Shop Drawings/Submittals - Traffic		4				4			
Progress Meetings with Contractor and Owner		12							
Site Visits and Support of Owner/Resident	2	8							
Coordination with Contractor/RFI Responses		1				8			
Prepare Change Orders (AHTD Comments)	2	2							
Review and Process Monthly Pay Requests		4				8			
Prepare and Submit Weekly Progress Reports									
Substantial Completion Project Inspection and Punchlist		2							
Final Project Inspection and Punchlist		2							
Coordination with Owner	2	8							
Coordination with AHTD		2							
Coordination with Testing Firm		2							
Staking for Utilities/Other as requested by City									
Record Drawings (Hardcopy and Electronic)									
Field Verification of Contractor's Layout									
Resident Construction Observation (360 calendar days at 5 days per week and 4 hours per day)									
Subtotal - Civil Engineering	6	50	0	0	0	28	0	0	0
2. Structural Engineering									
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering									
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0
4. Electrical Engineering									
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0

Hours	6	50	0	0	0	28	0	0	0
Salary Costs	\$1,230.00	\$8,450.00	\$0.00	\$0.00	\$0.00	\$1,680.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$196,495.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$175.75
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$400.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Asphalt Index Subscription (2 years)	\$7,000.00
Travel Costs	\$900.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$8,775.75

SUBTOTAL: \$205,270.75

SUBCONSULTANTS FEE: \$0.00

TOTAL COST: \$205,270.75

ESCALATION ANNUAL RATE	6%
2008 Escalation (0 months in 2008)	\$0.00
2009 Escalation (12 months in 2009)	\$12,316.25
2010 Escalation (0 months in 2010)	\$0.00
2011 Escalation (0 months in 2011)	\$0.00

TOTAL ESCALATION: \$12,316.25

TOTAL COST WITH ESCALATION: \$217,587.00

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

1/20/2009

City Council Meeting Date

Chris Brown

Submitted By

Engineering

Division

Operations

Department

Action Required:

Approval of a resolution to accept a settlement with Robert D. and Millie S. Nelms for acquisition of Street Right of Way and Utility and Temporary Construction Easements in association with the Mount Comfort Road Improvements Project.

\$ 350,000.00

Cost of this request

\$ 23,992,298.00

Category / Project Budget

Mount Comfort(Shiloh/Deane Solomon)

Program Category / Project Name

4520.9520.5805.00

Account Number

\$ 7,947,846.68

Funds Used to Date

Street Improvements

Program / Project Category Name

06035.1600

Project Number

\$ 16,044,451.32

Remaining Balance

2006A Sales Tax Construction

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Department Director

Date

City Attorney

Date

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

Received in Mayor's Office

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RSP*

Date: December 31, 2008

Subject: Approval of a resolution to accept a settlement with Robert D. and Millie S. Nelms for acquisition of Street Right of Way and Utility and Temporary Construction Easements in association with the Mount Comfort Road Improvements Project.

RECOMMENDATION:

Staff recommends approval of settlement with Robert D. and Millie S. Nelms for acquisition of Street Right of Way and Utility and Temporary Construction Easements in association with the Mount Comfort Road Improvements Project.

BACKGROUND:

Mount Comfort Road Improvements are a part of the Transportation Improvement Bond Program. The project includes major intersection improvements at the I540/Shiloh Drive Intersection, relocation of Shiloh Drive to the west, signalization of 4 intersections along Mount Comfort, and widening of Mount Comfort to 4 lanes from I-540 to Ruppel Road. Project design is complete and bids have been received for Phase I of the project.

DISCUSSION:

Don and Millie Nelms own property at the northeast corner of Deane Solomon and Mount Comfort Roads. This property will be essentially split in half by the right of way for the new location of Shiloh Drive that is planned as part of the Mount Comfort Road Improvement Project. Right of way is also needed along Mount Comfort Road and Deane Solomon Road, and utility and temporary construction easements are needed in various locations along the proposed right of way. Total areas of right of way and easements are as follows:

Street Right of way: 70,544 SF (Total); Less 8,234 SF Prescriptive= 62,310 SF Net R/W

Utility Easement: 12,948 SF

Temporary Construction Easement: 35,974

City staff has negotiated a tentative agreement (subject to City Council approval) with Mr. Nelms, as detailed in the attached letter. The proposed agreement includes:

- Conveyance of the City owned property on Mount Comfort Road to the Nelms'. This property is located south of the Nelms' property, as indicated in the attached drawings. This property was acquired in 2003 for use as right of way for Mount Comfort Road and a possible realignment of Shiloh Drive across the property. Since then, the design has been modified, and not all of the property is needed for right of way. Therefore, Mr. Nelms has proposed to accept the remainder of the City property as partial payment for the right of way to be acquired across the Nelms' property. The City property proposed to be conveyed to the Nelms' is 0.636 acres (27,735 SF) in size. The City will retain easements across the property as necessary for current and future needs.

Chapter 34 of the City Code sets forth requirements for sale of City property. It is the finding of the City staff that these requirements are not applicable due to the circumstances of the land swap on adjoining properties.

- As part of the settlement agreement, Mr. Nelms has requested that no additional offsite improvements be assessed in the future for the remaining 425' of Deane Solomon Road adjacent to the property. (Construction of a sidewalk along the east side of Deane Solomon Road, and along the south side of the new Shiloh Drive location may be required in the future as development occurs).
- Mr. Nelms has also requested that the fence row trees as shown on the attached exhibit be allowed to be removed in the future without penalty and without any required mitigation.

BUDGET IMPACT:

All expenditures related to this agreement will be paid out of the Transportation Bond Program. Payment of \$350,000 will be made to Mr. and Mrs. Nelms. Construction items (fencing and sewer installation) will be paid for as part of the construction contract to be considered by the Council on January 6, 2009.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SETTLEMENT WITH ROBERT D. NELMS AND MILLIE S. NELMS FOR ACQUISITION OF STREET RIGHT-OF-WAY AND PERMANENT UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS IN ASSOCIATION WITH THE MOUNT COMFORT ROAD IMPROVEMENTS PROJECT.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project. A copy of the Letter Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

425'±

DEANE SOLOMON ROAD

NELMS

NELMS

**CITY OF
FAYETTEVILLE
PROPERTY**

-TREES

PROPOSED SEWER CROSSINGS

**FARM CREDIT
SERVICES**

NELMS

SHILOH DRIVE (PROPOSED)

—TREES

NELMS

MT. COMFORT ROAD IMPROVEMENTS
NELMS ACQUISITION EXHIBIT



RECEIVED
DEC 26 2008
PLANNING DIV.

A. 8
Mount Comfort Road
Improvements Project Settlement
Page 6 of 8

City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, AR 72701
ph: 479-575-8206
fax: 479-575-8202

December 23, 2008

Mr. Don Nelms
2933 S College Drive
Fayetteville, AR 72701

Re: Mount Comfort Road Improvements
Proposed Right of Way Acquisition Agreement

Dear Mr. Nelms:

As you know, the City will be constructing improvements that will require acquisition of right of way and easements on your property located at the Mount Comfort Road and Deane Solomon Road intersection. These improvements include widening of Mount Comfort Road and Deane Solomon Road and construction of a new location for Shiloh Drive across your property.

The areas of right of way and easements required for this construction have been identified as follows:

Street Right of way: 70,544 SF (Total)
of which 8,234 SF is Prescriptive (Apparent) Right-of-Way
Utility Easement: 12,948 SF
Temporary Construction Easement: 35,974 SF

The City's offer to you (contingent upon City Council Approval) for the right of way and easement areas indicated above is as follows:

- 1) Cash compensation in the amount of \$350,000 for net right of way and easements.
- 2) Conveyance of the City owned property on Mount Comfort Road (Parcel Nos. 765-13614-000 and 765-13579-000), less right of way needed for the Mount Comfort Road Project, and subject to all easements of record. The net conveyance of City-owned property is 27,735 SF, more or less.
- 3) Construct fencing as required to secure your property, included the property to be conveyed to you from the City.
- 4) Install a sewer stub out at Mount Comfort Road, and construct two 8" sewer crossings with manholes on the new location of Shiloh Drive.
- 5) No additional street improvements will be required on Deane Solomon Rd if and when your property fronting Deane Solomon is developed. Construction of a sidewalk along the east side of Deane Solomon Road, and along the south side of the new Shiloh Drive location may be required in the future as development occurs.

- 6) The two rows of trees on the property will be allowed to be removed without penalty, and mitigation of their removal will not be required.

We certainly appreciate all of your efforts in developing this settlement. If this proposal is acceptable to you, please indicate such by signing below, and we will present the proposed offer to the City Council for review.

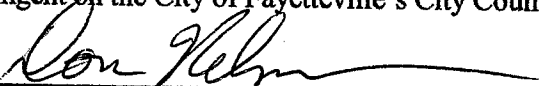
Thanks again for your help with this project.

Sincerely,



Ron Petrie, P.E.
City Engineer
City of Fayetteville

I find the offer that has been itemized in this letter to be acceptable and understand that this offer will be contingent on the City of Fayetteville's City Council approval.



DON NELMS

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

January 20, 2009
City Council Meeting Date

Peggy Vice
Submitted By

Purchasing
Division

Finance & Internal Services
Department

Action Required:

Council approval of contract with Arkansas Democrat Gazette for retail and classified advertising to decrease cost of legal advertising.

N/A
Cost of this request

\$ 102,225.00
Category / Project Budget

Public Notification
Program Category / Project Name

Various Departments- 5301.00
Account Number

0
Funds Used to Date

Public Notification
Program / Project Category Name

Project Number

\$ 102,225.00
Remaining Balance

Various Funds
Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Paul A. Becher
Department Director

1-2-08
Date

Previous Ordinance or Resolution #

D. J. White
City Attorney

1/2/09
Date

Original Contract Date:

Original Contract Number:

Paul A. Becher
Finance and Internal Service Director

1-5-09
Date

Received in City Clerk's Office

EX-150

1-2-09 U.S.

Donald Jordan
Mayor

1/5/09
Date

Received in Mayor's Office

ENTERED

1/5/09

P.H.

Comments:



To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manager *PVice*
Date: Jan. 2nd, 2009
Subj: Newspaper Legal & Display Advertisements

Recommendation: Staff recommends City Council approve contracts for legal and display ads with Arkansas Democrat Gazette for the following public notifications:

Legal Notices in Classified Section – Monday-Sunday

- Public Meetings
- Bid Ads
- Agendas
- Ordinances
- Bond Issues

Display Advertising – Monday-Sunday

- Planning Commission Agenda Items
- Holiday Schedules for Solid Waste
- Human Resource Ads

Discussion:

The City's website has given the City the ability to provide quality public notification to citizens, but ordinances, bond issues, bid advertisements, job openings, etc. are required by code to be published in the newspaper.

The City currently budgets over \$100,000 for public notification. The contract price for retail display advertising is \$10.76/column inch. The contract price for classified or legal ads has a tiered rate. The Monday through Thursday tier is \$9.96/column inch, Friday through Saturday is \$10.33/column inch and Sunday is \$13.61/column inch. Without the contract the rates would be approximately 32 percent over the contracted price.

These contracts offer the City the best opportunity to insure cost containment of advertising expenditures while reaching the majority of citizens and potential bidders in a cost effective manner.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AGREEMENTS WITH THE
ARKANSAS DEMOCRAT-GAZETTE - NORTHWEST EDITION
FOR DISPLAY AND LEGAL ADVERTISING.**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Agreements with the Arkansas Democrat-Gazette - Northwest Edition for display and legal advertising. Copies of the Agreements, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Public Notification Budget 2009

GLAccount	BaseDetail	Description	2009 Budget
1010.0150.5301.00	5301.00	Public notification	400
1010.0500.5301.00	5301.00	Bid Advertising	1,000
1010.0500.5301.00	5301.00	Miscellaneous advertising	692
1010.0550.5301.00	5301.00	Public Information Advertising	500
1010.0600.5301.00	5301.00	Bid Advertising	80
1010.1220.5301.00	5301.00	CS Exams & Meeting Notices	3,000
1010.1220.5301.00	5301.00	Employment Advertising	27,000
1010.1310.5301.00	5301.00	Publish Financials	1,300
1010.1380.5301.00	5301.00	Ads for telecommunications system	200
1010.1510.5301.00	5301.00	Publish Agendas, Ord. & Public Notices	25,900
1010.1610.5301.00	5301.00	Bid Advertising	110
1010.2720.5301.00	5301.00	Found Ad for Livestock	50
1010.2900.5301.00	5301.00	Auction	1,065
1010.5220.5301.00	5301.00	Special Meeting Notification	400
1010.5260.5301.00	5301.00	Herbicide Application Notification	200
1010.5280.5301.00	5301.00	Public Meeting Notification	200
1010.5300.5301.00	5301.00	Miscellaneous advertising	200
1010.6230.5301.00	5301.00	Notifications not part of capital projects	200
1010.6300.5301.00	5301.00	Newspaper advertisements	14,000
1010.6300.5301.00	5301.00	Public notice signs	1,808
1010.6310.5301.00	5301.00	Public Notification (newspaper ads and	2,000
1010.6420.5301.00	5301.00	Public notification	500
1010.6600.5301.00	5301.00	Bid Advertising	500
2100.4100.5301.00	5301.00	Bid & notification of public information	1,370
2130.9130.5301.00	5301.00	Ads on downtown parking proposal	1,200
2180.4940.5301.00	5301.00	Public Hearings and Bid Specs	2,000
5400.1810.5301.00	5301.00	Public Notification	2,000
5400.1820.5301.00	5301.00	Newspaper advertisements	50
5400.4000.5301.00	5301.00	Public notices for boil orders,	1,500
5500.5000.5301.00	5301.00	Bid Advertising	500
5500.5000.5301.00	5301.00	Bulky Waste Round Up	500
5500.5000.5301.00	5301.00	Earth Day/Week	1,000
5500.5000.5301.00	5301.00	E-Waste Listings	1,400
5500.5000.5301.00	5301.00	Holiday Collection Listings	8,000
5500.5000.5301.00	5301.00	Metro Map Advertisement	550
5550.3940.5301.00	5301.00	DBE program advertising	850
			102,225

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Published Monday Through Sunday • P.O. Box 1607, Fayetteville, AR 72701 • 479-442-1700

Classified Display Advertising Agreement

Arkansas Democrat-Gazette, Inc./Northwest Arkansas Edition, Fayetteville, Arkansas December 12 20 08.

In consideration of your agreeing to furnish us local display advertising space in the Northwest Arkansas Democrat-Gazette at the rate of:

\$ 9.96 per column inch Monday-Thursday \$ 10.33 per column inch Friday-Saturday \$ 13.61 per column inch Sunday.

Net per inch for each insertion, we hereby agree to use minimum space in that paper during the period of

one year from the 1st day of November, 20 08.

As follows.

76-375 inches monthly

We, in addition to the terms and conditions as hereinafter set forth, agree to pay monthly, as used, for such advertising on or before the 10th of the month following advertising, without discount. In the event scheduled payments are not received, advertisements may be withheld until past due balances are brought current.

If for any reason the minimum space contracted for should not be used by us within the contract period, we agree to pay the difference between the rate stated herein and the rate actually earned as per rates printed in the published rate cards.

We agree that the Arkansas Democrat-Gazette, Inc./Northwest Arkansas Edition, shall have the right to revise the rates mentioned herein upon thirty days notice of us, but if such revision of the rate is not agreed to by us, either party shall have the right to terminate the contract without penalty at the end of thirty days notice.

This contract covers only advertising classified as local display advertising, and its privileges cannot be transferred, in whole or in part, to another party. It is further agreed that there are no terms or agreements not set forth herein and that the rates and regulations or conditions contained in the published rate card are a part of this contract as fully as if they appeared on its face.

This contract shall become effective on its acceptance by the publisher, general manager, or director of marketing of the Arkansas Democrat-Gazette/Northwest Arkansas Edition and shall run for a period of 12 months as set out above and shall automatically renew itself for like periods of 12 months, unless one of the parties hereto shall furnish the other written notice 30 days in advance of the expiration of any such 12 month period of intention to cancel the agreement.

Arkansas Democrat-Gazette, Inc./ Northwest Arkansas Edition

By Cathy Wiles
Advertising Representative

Accepted for the Arkansas Democrat-Gazette,
Inc./Northwest Arkansas Edition

By [Signature]
Director of Sales & Marketing

City of Fayetteville
Name of Company/Advertiser

By _____

Address _____

Billing Address 113 W. Mountain

Fayetteville, AR 72701

Acct.# L4998373, 5338652, 5182985, 5233671

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Published Monday Through Sunday • P.O. Box 1607, Fayetteville, AR 72701 • 479-442-1700

Retail Display Advertising Agreement

Arkansas Democrat-Gazette, Inc./Northwest Arkansas Edition, Fayetteville, Arkansas December 12 20 08.

In consideration of your agreeing to furnish us local display advertising space in the Northwest Arkansas Democrat-Gazette at the rate of:

\$ 10.76 per column inch Monday-Thursday \$ 10.76 per column inch Friday-Saturday \$ 10.76 per column inch Sunday.

Net per inch for each insertion, we hereby agree to use minimum space in that paper during the period of

one year from the 1st day of November, 20 08.

As follows.

Northwest Arkansas Times Contract

4,500 - inches annually

We, in addition to the terms and conditions as hereinafter set forth, agree to pay monthly, as used, for such advertising on or before the 10th of the month following advertising, without discount. In the event scheduled payments are not received, advertisements may be withheld until past due balances are brought current.

If for any reason the minimum space contracted for should not be used by us within the contract period, we agree to pay the difference between the rate stated herein and the rate actually earned as per rates printed in the published rate cards.

We agree that the Arkansas Democrat-Gazette, Inc./Northwest Arkansas Edition, shall have the right to revise the rates mentioned herein upon thirty days notice of us, but if such revision of the rate is not agreed to by us, either party shall have the right to terminate the contract without penalty at the end of thirty days notice.

This contract covers only advertising classified as local display advertising, and its privileges cannot be transferred, in whole or in part, to another party. It is further agreed that there are no terms or agreements not set forth herein and that the rates and regulations or conditions contained in the published rate card are a part of this contract as fully as if they appeared on its face.

This contract shall become effective on its acceptance by the publisher, general manager, or director of marketing of the Arkansas Democrat-Gazette/Northwest Arkansas Edition and shall run for a period of 12 months as set out above and shall automatically renew itself for like periods of 12 months, unless one of the parties hereto shall furnish the other written notice 30 days in advance of the expiration of any such 12 month period of intention to cancel the agreement.

**Arkansas Democrat-Gazette, Inc./
Northwest Arkansas Edition**

By Cathy Wiles
Advertising Representative

Accepted for the Arkansas Democrat-Gazette,
Inc./Northwest Arkansas Edition

By [Signature]
Director of Sales & Marketing

City of Fayetteville
Name of Company/Advertiser

By _____

Address _____

Billing Address 113 W. Mountain

Fayetteville, AR 72701

Acct.# 1512599, 1510957, 1559194

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

January 20, 2009
City Council Meeting Date

Peggy Vice
Submitted By

Purchasing
Division

Finance & Internal Services
Department

Action Required:

Council approval to purchase three replacement copiers, trade in two existing copiers for third floor and second floor. This purchase will be from the State of Arkansas Copier Contract. The vendor is Canon USA and the service provider is Preferred Products Inc.

\$ 53,968.00
Cost of this request

\$ 60,000.00
Category / Project Budget

Replacement Copier Funds
Program Category / Project Name

4270.9270.5801.00
Account Number

0
Funds Used to Date

Replacement Copier Funds
Program / Project Category Name

04038
Project Number

\$ 60,000.00
Remaining Balance

Replacement Fund
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Paul A. Burch
Department Director

1/5/09
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

[Signature]
City Attorney

2/5/09
Date

Original Contract Number: _____

Paul A. Burch
Finance and Internal Service Director

1/5/09
Date

Received in City Clerk's Office

1-2-09 [Signature]

ENTERED

[Signature]
Mayor

1/7/09
Date

Received in Mayor's Office

Comments: Each division pays .039/copy for black and white copies and .116/copy for color copies. This charge includes paper, toner, maintenance, etc. These charges are used to replace copiers that need to be replaced due to frequent service calls and downtime.



To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manager *PVice*
Date: Jan. 2nd, 2009
Subj: Replacement Copiers

Recommendation: Staff recommends City Council approve the purchase of three new copiers. The copiers being replaced are the color copier in the Mayor's office, the main copier on the third floor used by the City Clerk's Office and the copier in the Accounting Division. These copiers have high volume and have been experiencing considerable downtime and excessive service calls. The normal lifespan of a copier is approximately five years and these have been in service going on six years.

Discussion: Funds are accumulated for replacement of copiers by charging each division \$.039/copy for black and white copies and \$.116/copy for color copies. This charge includes paper, toner, maintenance, staples, etc. The color copier in the Mayor's office and the main copier on the third floor are being traded in due to their downtime and excessive service calls. The copier in the Accounting Division will be moved to an area that has less volume and will replace a copier that was not replaced in the 2003 upgrades.

The main copier being purchased for the third floor will be replaced with a copier that has the ability to scan both sides of a two sided document at the same time. This feature will eliminate several hours of staff time when scanning two sided documents.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) REPLACEMENT COPIERS FROM PREFERRED OFFICE PRODUCTS THROUGH THE STATE COPIER CONTRACT IN THE AMOUNT OF \$53,968.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of three (3) replacement copiers from Preferred Office Products through the State Copier Contract in the amount of \$53,968.00.

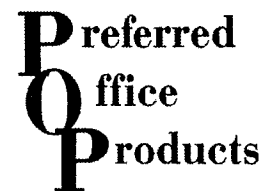
PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDON, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



*Serving Northwest Arkansas
Since 1968*

"We are Preferred"

319 South 9th Fort Smith, AR 72902-1621 479-782-7991 Fax 479-782-3772
4256 Frontage Road Fayetteville, AR 72703 479-521-6209 Fax 479-521-8986

www.preferred-office.com

Company: **City of Fayetteville**

Date:

December 29, 2008

Dept. Accounting 2nd Floor

Expiration Date: **January 28, 2009**

Qty.	Equipment	Product Number	State Contract Pricing	Total
1	Canon imageRUNNER 5055 V2	1367B002BA	\$11,134.00	\$11,134.00
1	Finisher-AD1	1382B001AA	\$2,106.00	\$2,106.00
1	Puncher Unit-AT1	1384B002AA	\$565.00	\$565.00
1	Universal Send Searchable PDF Kit-A1	0005B002AA	\$571.00	\$571.00
1	Universal Send PDF Security Feature Set-A1	1324B002AA	\$672.00	\$672.00
1	Super G3 FAX Board-Z1	1392B011AA	\$736.00	\$736.00
1	Universal Send & Multi-PDL Print Package-C1	2464B001AA	\$1,814.00	\$1,814.00
			Subtotal	\$17,598.00
			Total Investment	\$17,598.00
PLUS APPLICABLE TAX				

For your convenience, this quotation will become an order when accepted and approved.

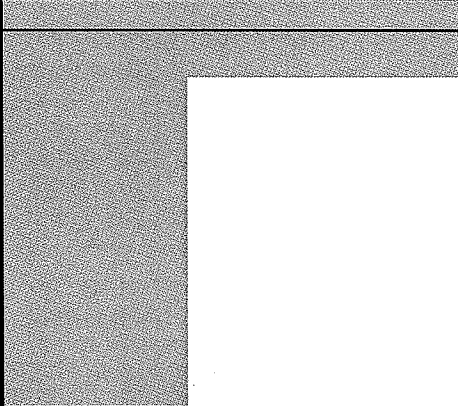
QUOTATION ACCEPTED

BY: _____

DATE: _____

Scott Fromm / Sales Manager

Notes



Plus Applicable Taxes

*Serving Northwest Arkansas
Since 1968*

Preferred
Office
Products

"We are Preferred"

319 South 9th Fort Smith, AR 72902-1621 479-782-7991 Fax 479-782-3772
4256 Frontage Road Fayetteville, AR 72703 479-521-6209 Fax 479-521-8986

www.preferred-office.com

Company: **City of Fayetteville**

Location **3rd Floor**

Date:

December 29, 2008

Expiration Date: **January 28, 2009**

Qty.	Equipment	Product Number	State Contract Pricing	Total
1	Color imageRUNNER C3480 w/ DADF	2459B003AA	\$8,010.00	\$8,010.00
1	Cassette Feeding Unit-Y3	8695A005AA	\$908.00	\$908.00
1	Finisher Y1 Set (Include Buffer Pass Unit E2)	1428B002AA	\$1,966.00	\$1,966.00
1	Puncher Unit M1	8690A002BC	\$565.00	\$565.00
1	PCL Printer Kit-Q3	1461B003AA	\$588.00	\$588.00
1	PS Printer Kit Q3	1462B005AA	\$629.00	\$629.00
1	Universal Send PDF Advanced Feature Set A1	1323B002AA	\$799.00	\$799.00
1	Universal Send PDF Security Feature Set A1	1324B002AA	\$672.00	\$672.00
1	Super G3 FAX Board W2	1431B010AA	\$588.00	\$588.00
1	iR 512MB Expansion RAM-C1	0529B002AA	\$184.00	\$184.00
			Subtotal	\$14,909.00
			Less Equipment Trade-In -	\$3,414.00
			Total Investment	\$11,495.00
PLUS APPLICABLE TAX				

For your convenience, this quotation will become an order when accepted and approved.

QUOTATION ACCEPTED

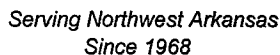
BY:

DATE:

Scott Fromm / Sales Manager

Notes

Plus Applicable Taxes



Preferred
Office
Products

"We are Preferred"

319 South 9th Fort Smith, AR 72902-1621 479-782-7991 Fax 479-782-3772
4256 Frontage Road Fayetteville, AR 72703 479-521-6209 Fax 479-521-8986

www.preferred-office.com

Company: **City of Fayetteville**

Dept. 3rd Floor

Date:

December 29, 2008

Expiration Date: **January 28, 2009**

Qty.	Equipment	Product Number	State Contract Pricing	Total
1	Canon imageRUNNER 5075 V2	1364B002BA	\$15,818.00	\$15,818.00
1	Finisher-AD1	1382B001AA	\$2,106.00	\$2,106.00
1	Puncher Unit-AT1	1384B002AA	\$565.00	\$565.00
1	Universal Send Searchable PDF Kit-A1	0005B002AA	\$571.00	\$571.00
1	Universal Send PDF Security Feature Set-A1	1324B002AA	\$672.00	\$672.00
1	Super G3 FAX Board-Z1	1392B011AA	\$736.00	\$736.00
1	Universal Send & Multi-PDL Print Package-C1	2464B001AA	\$1,814.00	\$1,814.00
			Subtotal	\$22,282.00
			Less Equipment Trade-In -	\$1,977.00
			Total Investment	\$20,305.00
PLUS APPLICABLE TAX				

For your convenience, this quotation will become an order when accepted and approved.

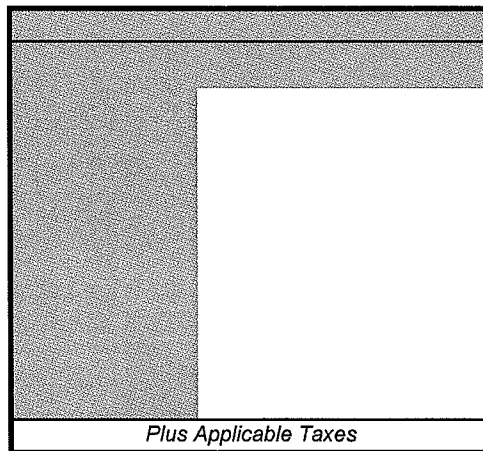
QUOTATION ACCEPTED

BY:

DATE:

Scott Fromm / Sales Manager

Notes



Plus Applicable Taxes

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

12-4-08

~~18-Nov-08~~

City Council Meeting Date

Ron Petrie

Submitted By

Engineering

Division

Operations

Department

Action Required:

Approval of an ordinance waiving the requirements of formal competitive bidding and approval of a cost share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase I of the Park West Development from two lanes to a four lane boulevard.

\$2,157,000.00

Cost of this request

4520.9520.5809.00

Account Number

06035.1320

Project Number

\$ 23,992,298.00

Category/Project Budget

\$ 4,736,122.23

Funds Used to Date

\$ 19,256,175.77

Remaining Balance

Garland Avenue

(Shiloh to Howard Nickell)

Program Category / Project Name

Street Improvements

Program / Project Category Name

2006A Sales Tax Construction

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director

10-31-08
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

11/3/08


Finance and Internal Service Director

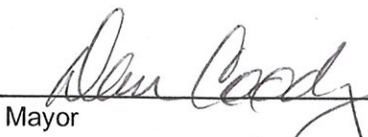
11-3-08
Date

Received in City Clerk's Office

10-31-08
ENTERED
CW

Received in Mayor's Office

10-31-08
ENTERED
PH


Mayor

11/4/08
Date

Comments:

Left on third reading & tabled 1/6/09
to Jan. 20, 2009 mtg 12/16/08
Left on second reading Add to 1/6/09 Agenda
Left on the first reading and 12/2/08

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: October 31, 2008

Subject: Approval of an ordinance waiving the requirements of formal competitive bidding and approval of a cost share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase I of the Park West Development from two lanes to a four lane boulevard.

RECOMMENDATION

City staff recommends approval of the ordinance waiving the requirements of formal competitive bidding and approval of a cost share agreement with Park West, LLC in the amount of \$2,127,000.00 for the upgrade of the future location of Highway 112 through Phase I of the Park West Development from two lanes to a four lane boulevard.

BACKGROUND

The Transportation Bond Program currently contains a project to widen Garland Avenue between Fulbright Expressway and Howard Nickell Road to five lanes. In late 2006, the City hired Jacobs Engineering (formally named Carter & Burgess) to perform all of the surveying and engineering design work for the project. In mid -2007, it was determined that the City should place a hold on this project because of the lagging sales tax collections in order to have in place sufficient funds for the remainder of the bond projects including the projects that are being managed by the Arkansas Highway and Transportation Department. To date, the City has spent \$144,400 on the engineering that occurred prior to placing the Garland widening project on hold.

DISCUSSION

The City was approached by representatives of the Paradigm Development Company on a concept that would re-route Garland Avenue diagonally across its property north of the Sam's Club as shown on the attached exhibits. This route would eliminate the two ninety degree bends on Highway 112 at the Howard Nickell Road intersections. The concept was brought forward to the Street Committee for consideration and after several meetings, the concept was forwarded to the full City Council on June 23, 2008 with a

City Council Meeting of November 18, 2008

favorable recommendation on the route change on the condition that an acceptable funding source be brought forward for consideration.

After reviewing the available funding options for the relocation project, it was determined that the same methodology that was utilized for the CMN Business Park cost shares should be utilized in this instance. In the CMN Business Park, Steele Boulevard and Van Asche Boulevard were widened to a four lane boulevard and the City and Developer both paid fifty percent of the construction. In the case of the Park West development, it was determined that there are insufficient funds available to construct the entire route through the development and that it could be split into different phases in conjunction with the build-out of the development.

The following is a summary of the Engineering and Construction costs for this street upgrade as was estimated by the Paradigm Development Company's engineer:

Developer's Share	\$ 2,157,000
City's Share	<u>\$ 2,157,000</u>
Total	\$ 4,314,000

These costs do not include any costs for the streets offsite of the main route. The other streets will be the responsibility of the land developer.

BUDGET IMPACT

The Transportation Bond Program included \$3,517,600 for the widening of Garland Avenue between Fulbright Expressway and Howard Nickell Road. The City has currently spent \$144,400 on engineering which leaves a remainder of \$3,373,200 budgeted within the Bond Program.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A COST-SHARE AGREEMENT WITH PARK WEST, LLC IN THE AMOUNT OF \$2,157,000.00 FOR THE UPGRADE OF THE FUTURE LOCATION OF HIGHWAY 112 THROUGH PHASE 1 OF THE PARK WEST DEVELOPMENT FROM TWO LANES TO A FOUR-LANE BOULEVARD.

WHEREAS, the City of Fayetteville desires to relocate and expand a portion of Highway 112 from a two-lane road to a four-lane boulevard; and,

WHEREAS, entering into a cost-share agreement with Park West, LLC and utilizing their engineer and contractor to upgrade this portion of Highway 112 will avoid the added cost and unnecessary duplication of effort which would arise from the formal competitive bidding process.

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 finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and waives the requirements of formal competitive bidding to approve a cost-share with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.

PASSED and APPROVED this 18th day of November, 2008.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CONTRACTUAL AGREEMENT

This Agreement, made and entered into on _____, by and between the City of Fayetteville, Arkansas and Park West, LLC, Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of the Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, The City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, The City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, it will benefit the City of Fayetteville to widen this new route at the same time as the street segment is being built by Park West, LLC.

NOW, THEREFORE, the City of Fayetteville and Park West, LLC agree as follows:

1. Upon the City Council and/or the Mayor approving the Street Cost-Share, the City of Fayetteville agrees to:
 - A. Pay for 50% of the new Highway 112 boulevard section up to a maximum-not-to-exceed amount of \$2,157,000.00 for the afore mentioned street construction as was estimated by the developer's engineer.
 - B. Make all efforts to provide payment to Park West, LLC within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.
2. Park West, LLC agrees to:
 - A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.
 - B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.
3. It is further understood that the contract for construction is between Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$2,157,000.00 for the street construction.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

CITY OF FAYETTEVILLE

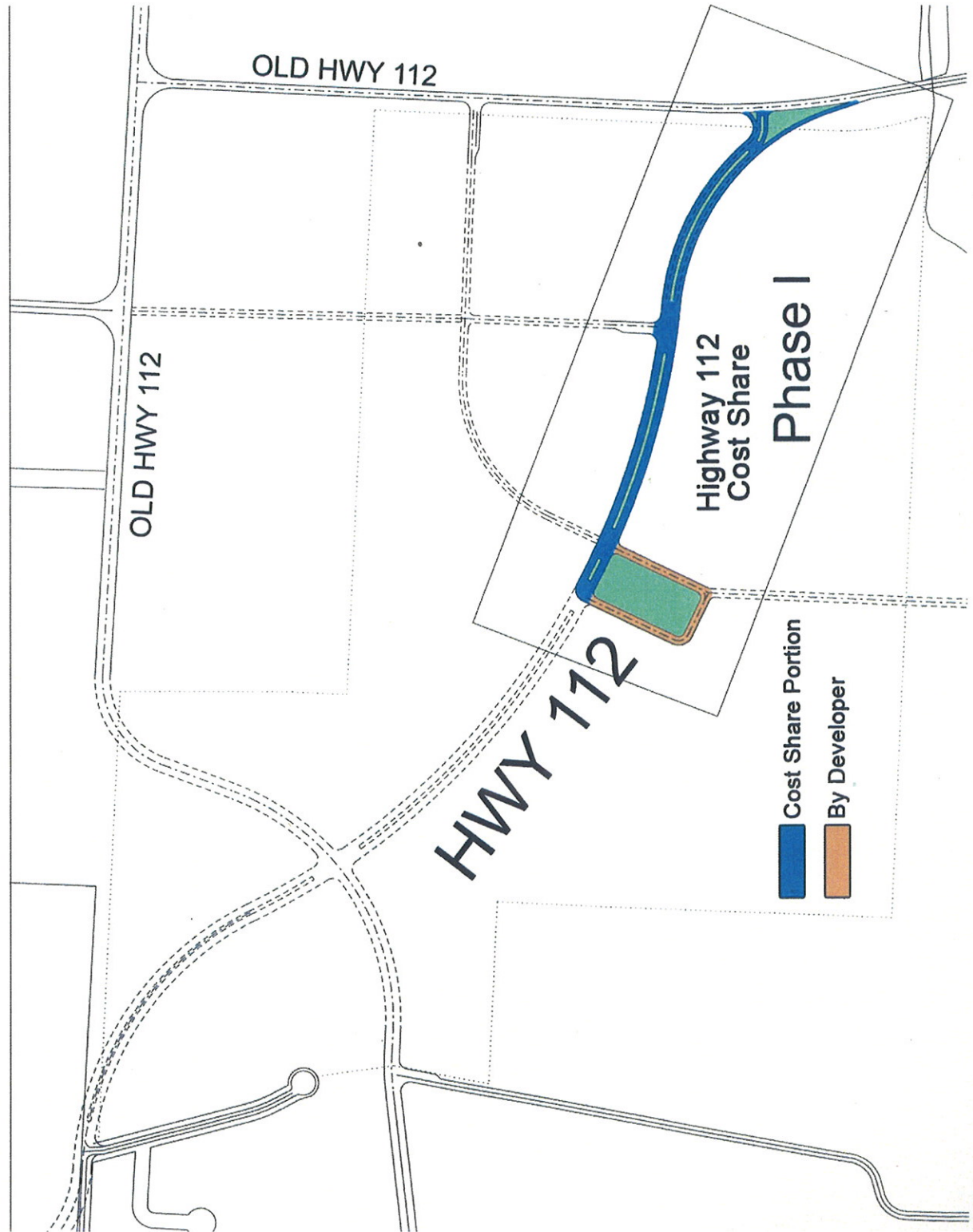
By: _____
DAN COODY, Mayor

Park West, LLC

By: _____

ATTEST:

By: _____
SONDRA SMITH, City Clerk



New Highway 112 Relocation Project
Estimate of Project Costs

STREETS AND DRAINAGE	
I - TOPSOIL EXCAV, C & G	
ITEM	
Site Prep., clearing, grubbing, soil removal	\$32,946.37
On-site placement, compaction of haul-in material (avg 4.5')	\$788,247.55
Undercut (up to 36" avg)	\$132,883.70
SUBTOTAL	\$954,077.62
II - A. CURB AND GUTTER	
ITEM	
2' wide standard concrete curb & gutter	\$169,871.94
SUBTOTAL	\$169,871.94
II - B. PAVEMENT SECTION	
ITEM	
Subgrade Preparation	\$15,946.04
Asphalt Paving (70-22) 1.5" Base Course, 1" Binder, 3/8" surface	\$1,028,973.40
Regular Duty Asphalt (2" Asphalt over 6" Class 7 Base)	\$81,884.42
Tack Coat (0.10 gal/sy)	\$3,957.59
Prime Coat (0.03 gal/sy)	\$1,486.47
Lane Striping (Thermoplastic 4")	\$13,151.38
Cross Walks striping and bars	\$3,444.41
SUBTOTAL	\$1,148,843.71
III - SIDEWALKS	
ITEM	
Concrete sidewalk with HC ramps	\$97,417.60
SUBTOTAL	\$97,417.60
IV - STORM SEWER PIPE CONST.	
ITEM	
18" RCP	\$62,469.04
24" RCP	\$13,699.35
30" RCP (Park West Phase 1B area crossing)	\$33,204.62
42" RCP (Relocated Hwy 112 Crossing at Existing Hwy 112)	\$0.00
Triple 5'X10' RCB Culvert (East end of project-existing 112)	\$0.00
Concrete Channel Lining (Park Heights Area)	\$0.00
Bridging Structure over S2	\$350,000.00
SUBTOTAL	\$459,373.00
V - STORM INLETS/JUNC. BOXES	
ITEM	
Curb Inlet	\$48,795.78
Rip Rap	\$2,391.95
4' Inlet Extension (average of 12' total inlet length)	\$8,132.63
SUBTOTAL	\$59,320.36
VI - INST. PIPE END SECTIONS	
ITEM	
Endwall (West End of relocated 112)	\$7,828.20
SUBTOTAL	\$7,828.20
PART A - Streets and Drainage	
	\$2,896,732.43
MISCELLANEOUS	
I - MISC. CONSTRUCTION ITEMS	
ITEM	
Mobilization	\$175,000.00
Right of Way Acquisition (approx. 611,100 SF new 112)	\$616,999.99 \$0.00
Right of Way Acquisition (approx. 103,305 SF old 112 to Salem Rd)	n/a
Engineering & Surveying Fees (approximate)	\$169,200.00
Permitting (COE, AHTD, ADEQ, City of Fayetteville)	\$2,500.00
Intersection Signalization	\$150,000.00
Maintenance of Traffic	\$18,000.00
Remove & Dispose Asphalt Paving	\$3,103.33
Street Lights	\$22,832.25
Conduit Crossing (4-4" PVC)	\$9,312.00
SUBTOTAL	\$1,365,853.47
II - LANDSCAPING	
ITEM	
Landscaping (incl street trees, wetlands)	\$264,600.00
SUBTOTAL	\$264,600.00
III - EROSION CONTROL	
ITEM	
Silt Fence	\$17,587.20
Filter Sock (parallel to existing ditch)	\$15,405.00
Inlet Protection	\$2,957.32
SUBTOTAL	\$35,949.52
IV - RE-VEGETATION	
ITEM	
Seeding, Mulching, etc.	\$3,821.10
SUBTOTAL	\$3,821.10
PART B - Miscellaneous	
	\$1,670,224.09
GRAND SUB-TOTAL	\$4,596,996.52
15% Contingency	\$689,043.48
GRAND TOTAL	\$5,286,040.00

\$3,751,053.63
\$562,946.37

\$4,314,000.00



ARKANSAS STATE HIGHWAY COMMISSION

JONATHAN BARNETT
CHAIRMAN
SILOAM SPRINGS

CARL S. ROSENBAUM
VICE CHAIRMAN
LITTLE ROCK

R. MADISON MURPHY
EL DORADO



P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
PHONE (501) 569-2000 FAX (501) 569-2400
WWW.ARKANSASHIGHWAYS.COM

JOHN ED REGENOLD
ARMOREL

CLIFF HOOFFMAN
NORTH LITTLE ROCK

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

January 4, 2008

RECEIVED

JAN 08 2008

**CITY OF FAYETTEVILLE
MAYOR'S OFFICE**

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Coody:

Reference is made to your recent letter regarding a conceptual proposal for the relocation of Highway 112 north of Interstate 540.

Department staff has reviewed the proposal and found it to be acceptable from a conceptual standpoint. However, there are some issues that we need to bring to your attention.

Previously, the City had proposed widening existing Highway 112 from Interstate 540 north at no cost to the State. This latest proposal includes the possibility of developing a cost sharing agreement that would include State funds. Be advised that all Federal-aid and State highway funds have been allocated in the current Statewide Transportation Improvement Program. Therefore, there are no Federal-aid or State funds available at this time for cost sharing for this project.

This current proposal would relocate Highway 112 away from the Department's Resident Engineer's Office and the Area Maintenance Headquarters located on existing Highway 112. Access to the relocated highway would need to be maintained from these facilities. In addition, the City would have to commit to maintaining the portion of existing Highway 112 that would be functionally replaced by the proposed project. The Department would maintain the relocated section as Highway 112.

You should be aware that the Arkansas Darter, a candidate species for listing as threatened or endangered, is located in Clabber Creek and associated spring runs. Existing Highway 112 crosses Clabber Creek near the southern end of the proposed relocated section. Also, it has been reported that the creek has

ARKANSAS STATE HIGHWAY COMMISSION
Little Rock, Arkansas

Mayor Dan Coody
January 4, 2008
Page Two

overtopped the highway at this southern end. On the north end, the project appears to be located through a newly platted subdivision at the northeast corner of Howard Nickell Road and Highway 112.

These items will need to be considered during project development. It is requested that the City coordinate with the Department throughout the planning, environmental, and design phases of this project so that we can be assured that all issues are properly addressed prior to the City proceeding with construction of the proposed relocation.

Your interest in improving the transportation system in Northwest Arkansas is appreciated. I look forward to working with you and the City of Fayetteville in this effort.

Sincerely,


Jonathan Barnett
Chairman

c: Director
Deputy Director and Chief Engineer
Assistant to the Director
Assistant Chief Engineer-Planning
Assistant Chief Engineer-Design
Programs and Contracts
Environmental
Planning and Research
Roadway Design
District 4
Northwest Arkansas Regional Planning Commission

**CONTRACTUAL AGREEMENT FOR
COST SHARE OF STREET CONSTRUCTION COSTS**

This Agreement, made and entered into on this 2nd day of December, 2008 by and between the City of Fayetteville, Arkansas and Park West, LLC and Tracy Hoskins (principal shareholder and director), Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, the City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, the City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, Park West LLC and Tracy Hoskins (its principal shareholder and director) plan to continue the development of Park West along the proposed corridor for the relocated Highway 112 within the next five years.

NOW, THEREFORE, the City of Fayetteville, Park West, LLC and Tracy Hoskins agree as follows:

1. The City of Fayetteville agrees to:
 - A. Pay for 50% of the new Highway 112 boulevard section in Phase I up to a maximum-not-to-exceed amount of **\$2,157,000.00** for street construction as was estimated by the developer's representative and shown on Exhibit "A", attached.
 - B. Make reasonable efforts to provide payment to Park West, LLC within thirty (30) days after receipt of valid invoices but cannot guarantee all thirty day payments will be made within the thirty day period.
2. Tracy Hoskins and Park West, LLC agree to:
 - A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.
 - B. Provide a copy of the invoices from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.

C. Dedicate sufficient right-of-way for a boulevard section to be constructed in the Highway 112 Phase I cost share as shown on Exhibit "B".

3. It is further understood that the contract for construction is between Tracy Hoskins, Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$2,157,000.00 for the street construction.

4. Within five (5) years or upon development approval along or near Phase II of the Highway 112 relocation project (whichever comes first), Tracy Hoskins, Park West, LLC or any successor owner shall dedicate to the City of Fayetteville or the State of Arkansas at least the sufficient right-of-way for half of the boulevard (50 feet) pursuant to the Master Street Standards. If this corridor property is approved for development with this street configuration, Park West, LLC or its successor shall be required to construct this street to Arkansas Department of Transportation standards for state highways.

5. The City of Fayetteville, Tracy Hoskins and Park West LLC may agree to a future cost share to construct this connection to Highway 112 as a boulevard and may seek to obtain funding for this project from state or federal sources.

6. If Park West has not commenced development by November 30, 2010, this contract is of no effect and is rescinded unless expressly extended by both parties.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

PARK WEST, LLC

By: _____

TRACY HOSKINS

Title: _____

TRACY HOSKINS

Personal Commitment

CITY OF FAYETTEVILLE

By: _____

DAN COODY, Mayor

Attest:

By: _____

Sondra Smith, City Clerk

EXHIBIT A

New Highway 112 Relocation Project Estimate of Project Costs

Engineer - McKeehan Engineering 9/17/2008

STREETS AND DRAINAGE	
I - TOPSOIL EXCAV, C & G	
ITEM	
Site Prep, clearing, grubbing, sod removal	\$32,946.37
On-site placement, compaction of haul-in material (avg 4.5')	\$788,247.55
Undercut (up to 36" avg)	\$132,883.70
SUBTOTAL	\$954,077.62

II - A. CURB AND GUTTER	
ITEM	
2' wide standard concrete curb & gutter	\$169,871.94
SUBTOTAL	\$169,871.94

III - B. PAVEMENT SECTION	
ITEM	
Subgrade Preparation	\$15,946.04
Asphalt Paving (70-22)(1.5" Base Course, 1" Binder, 3/8" surface)	\$1,028,973.40
Regular Duty Asphalt (2" Asphalt over 8" Class 7 Base)	\$81,884.42
Tack Coat (0.10 gal/sy)	\$3,957.59
Prime Coat (0.03 gal/sy)	\$1,486.47
Lane Striping (Thermoplastic 4")	\$13,151.38
Cross Walks striping and bars	\$3,444.41
SUBTOTAL	\$1,148,843.71

III - SIDEWALKS	
ITEM	
Concrete sidewalk with HC ramps	\$97,417.60
SUBTOTAL	\$97,417.60

IV - STORM SEWER PIPE CONST.	
ITEM	
18" RCP	\$62,469.04
24" RCP	\$13,699.35
30" RCP (Park West Phase 1B area crossing)	\$33,204.62
42" RCP (Relocated Hwy 112 Crossing at Existing Hwy 112)	\$0.00
Triple 5'X10' RCB Culvert (East end of project existing 112)	\$0.00
Concrete Channel Lining (Park Heights Area)	\$0.00
Bridging Structure over S2	\$350,000.00
SUBTOTAL	\$459,373.00

V - STORM INLETS/JUNC. BOXES	
ITEM	
Curb Inlet	\$48,795.79
Rip Rap	\$2,391.95
4' Inlet Extension (average of 12' total inlet length)	\$8,132.63
SUBTOTAL	\$59,320.36

VI - INST. PIPE END SECTIONS	
ITEM	
Endwall (West End of relocated 112)	\$7,828.20
SUBTOTAL	\$7,828.20

PART A - Streets and Drainage	\$2,896,732.43
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MISCELLANEOUS	
I - MISC. CONSTRUCTION ITEMS	
ITEM	
Mobilization	\$175,000.00
Right of Way Acquisition (approx. 811,100 SF new 112)	\$646,303.89 \$0.00
Right of Way Acquisition (approx. 103,306 SF old 112 to Salem Rd)	n/a
Engineering & Surveying Fees (approximate)	\$169,200.00
Permitting (COE, AHJD, ADEQ, City of Fayetteville)	\$2,500.00
Intersection Signalization	\$150,000.00
Maintenance of Traffic	\$18,000.00
Remove & Dispose Asphalt Paving	\$3,103.33
Street Lights	\$22,832.25
Conduit Crossing (4-4" PVC)	\$9,312.00
SUBTOTAL	\$1,385,853.47

II - LANDSCAPING	
ITEM	
Landscaping (incl street trees, wetlands)	\$264,600.00
SUBTOTAL	\$264,600.00

III - EROSION CONTROL	
ITEM	
Silt Fence	\$17,587.20
Filter Sock (parallel to existing ditch)	\$15,405.00
Inlet Protection	\$2,957.32
SUBTOTAL	\$35,949.52

IV - RE-VEGETATION	
ITEM	
Seeding, Mulching, etc.	\$3,821.10
SUBTOTAL	\$3,821.10

PART B - Miscellaneous	\$1,670,224.09
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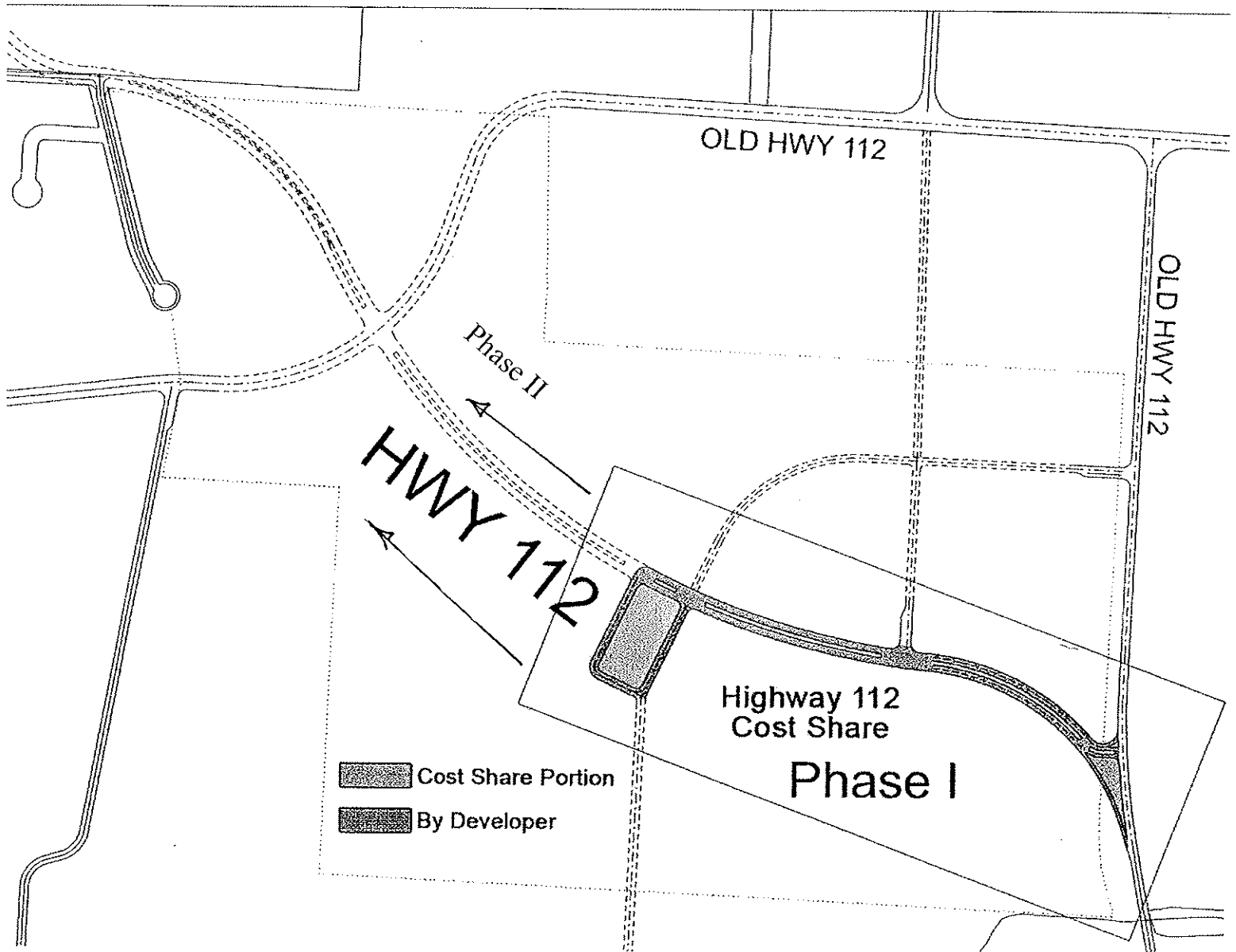
15% Contingency	\$685,043.49
GRAND TOTAL	\$5,252,000.00

\$3,751,053.63

4562,946.37

\$4,314,000.00

EXHIBIT B



CONTRACTUAL AGREEMENT FOR COST SHARE OF STREET CONSTRUCTION COSTS

This Agreement, made and entered into on this 2nd day of December, 2008 by and between the City of Fayetteville, Arkansas and Park West, LLC and Tracy Hoskins (principal shareholder and director), Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, the City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, the City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, Park West LLC and Tracy Hoskins (its principal shareholder and director) plan to continue the development of Park West along the proposed corridor for the relocated Highway 112 within the next five years.

NOW, THEREFORE, the City of Fayetteville, Park West, LLC and Tracy Hoskins agree as follows:

1. The City of Fayetteville agrees to:

- A. Pay for 50% of the new Highway 112 boulevard section in Phase I up to a maximum-not-to-exceed amount of **\$2,157,000.00** for street construction as was estimated by the developer's representative and shown on Exhibit "A", attached.
- B. Make reasonable efforts to provide payment to Park West, LLC within thirty (30) days after receipt of valid invoices but cannot guarantee all thirty day payments will be made within the thirty day period.

2. Tracy Hoskins and Park West, LLC agree to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.
- B. Provide a copy of the invoices from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.

C. Dedicate sufficient right-of-way for a boulevard section to be constructed in the Highway 112 Phase I cost share as shown on Exhibit "B".

3. It is further understood that the contract for construction is between Tracy Hoskins, Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$2,157,000.00 for the street construction.

4. Within five (5) years or upon development approval along or near Phase II of the Highway 112 relocation project (whichever comes first), Tracy Hoskins, Park West, LLC or any successor owner shall dedicate to the City of Fayetteville or the State of Arkansas at least the sufficient right-of-way for half of the boulevard (50 feet) pursuant to the Master Street Standards. If this corridor property is approved for development with this street configuration, Park West, LLC or its successor shall be required to construct this street to Arkansas Department of Transportation standards for state highways.

5. The City of Fayetteville, Tracy Hoskins and Park West LLC may agree to a future cost share to construct this connection to Highway 112 as a boulevard and may seek to obtain funding for this project from state or federal sources.

6. If Park West has not commenced development by November 30, 2010, this contract is of no effect and is rescinded unless expressly extended by both parties.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

PARK WEST, LLC

By: _____

TRACY HOSKINS

Title: _____

TRACY HOSKINS

Personal Commitment

CITY OF FAYETTEVILLE

By: _____

DAN COODY, Mayor

Attest: _____

By: _____

Sondra Smith, City Clerk

AGENDA REQUEST

FOR: COUNCIL MEETING OF JANUARY 20, 2009

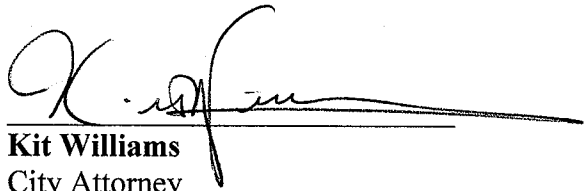
FROM:

KIT WILLIAMS, Fayetteville City Attorney

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend Chapter 31 City Officials To Codify The Policy That A Full Time Elected Official Shall Designate At The Beginning Of The Term Of Office Whether Or Not To Be Treated As An Ordinary City Employee For Vacation And Sick Leave Purposes

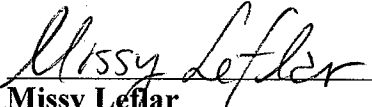
APPROVED FOR AGENDA:


Kit Williams
City Attorney

1-2-09

Date

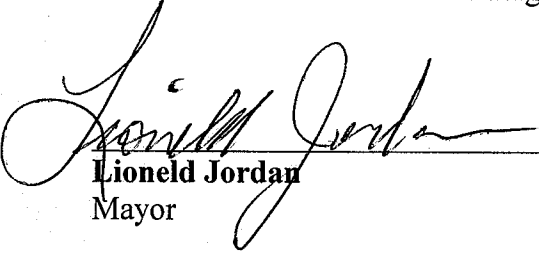
ENTERED
1-2-09 UAB


Missy Leflar
Human Resources Division Manager

1-2-09

Date

ENTERED
1/2/09
P.H.


Lioneld Jordan
Mayor

1/5/09

Date

Paul a. Beal

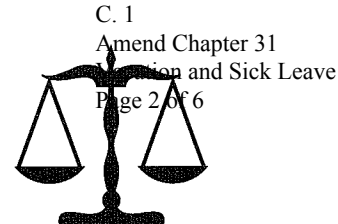
1/2/09

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

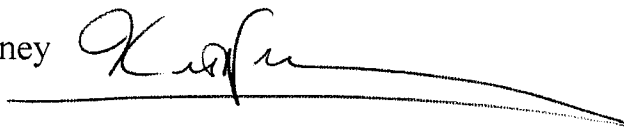


LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
City Council

CC: **Missy Leflar**, Human Resources Division Manager

FROM: **Kit Williams**, City Attorney



DATE: **January 2, 2009**

RE: **City Officials treated as ordinary city employees**

When I was appointed City Attorney in early 2001, Human Resources Director Don Bailey asked if I wanted to be treated exactly as a normal city employee for vacation and sick leave purposes. Don made it clear that I could opt out and would not have to report hours or days worked. I could take vacations as I desired and would not lose any pay if I had an early extended period of sickness or disability. As an elected official, there was no boss to tell me when to work or how much time to take off.

I chose to be treated like an ordinary city employee which meant no vacation for at least the first six months and after that only as much as the leave I had accumulated like any other employee. However, I felt much more comfortable taking no special privileges and being treated just like the employees I supervised. I believe my predecessor made this same election, as has City Clerk Sondra Smith. I do not know whether Mayor Coody chose this option.

Human Resources Manager Missy Leflar suggested we place this election in the City Code. I agreed and drafted a possible code section which requires an **irrevocable** election one way or the other by the elected official during the first month in office. I made this an irrevocable election by the newly elected city official to prevent any "gaming of the system" in which a city official could change back and forth depending of what was more beneficial during different periods of his or her term of office. I believe that an elected official should either

be permanently in the regular employee system (with its benefits and drawbacks) or permanently out of it.

If the City Council does not believe this should be an irrevocable choice by a newly elected official, I could change the ordinance to allow more frequent options to change from the employee regulated system to the unregulated elected official system and vice versa. As an elected official, I would be uncomfortable with a system that allowed elected officials such discretion.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 31 CITY OFFICIALS TO CODIFY THE POLICY THAT A FULL TIME ELECTED OFFICIAL SHALL DESIGNATE AT THE BEGINNING OF THE TERM OF OFFICE WHETHER OR NOT TO BE TREATED AS AN ORDINARY CITY EMPLOYEE FOR VACATION AND SICK LEAVE PURPOSES

WHEREAS, unless an elected official agrees to abide by all the rules of normal city employees for vacation and sick leave accrual and use, the elected official would not be bound by those rules and could take vacation time or sick leave at the official's sole discretion and without any effect upon the official's compensation during the term of office; and

WHEREAS, an elected official should have the option, but cannot be required, to elect to be treated as any ordinary city employee for vacation and sick leave purposes; and

WHEREAS, the elected official's election should be required to be made at the beginning of such elected official's entry into office and should be irrevocable during such term of office.

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 amends Chapter 31: **City Officials** by enacting a new §31.31 **Full Time Elected City Officials to Elect Whether To Be Treated As Normal City Employees For Vacation And Sick Leave Purposes** as shown below:

"31.31 Full Time Elected City Officials To Elect Whether To Be Treated As Normal City Employees For Vacation And Sick Leave Purposes

"A. Irrevocable Election During First Month Of Term Of Office

"During the first month of a newly elected mayor's, city clerk's or city attorney's term of office, said official shall make an irrevocable

election in writing to the Human Resources Division whether to be treated as a normal, non-elected city employee for purposes of vacation and sick leave accumulation and use. If the newly elected official fails to make a specific election within the first month of his or her term of office, the official shall be deemed to have opted not to be treated as a normal city employee for vacation and sick leave purposes.

"B. City pay and benefits controlled by irrevocable election.

"Subject to federal employment law requirements , if the elected official opts to be treated as a normal city employee, then the salary and benefits of the elected official shall be controlled by the official's irrevocable election such that if such elected official takes more vacation or sick leave than such official has earned, the amount of vacation or sick leave above the accrued amount shall be unpaid leave."

PASSED and **APPROVED** this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGENDA REQUEST

FOR: COUNCIL MEETING OF JANUARY 20, 2009

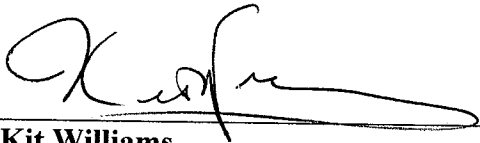
FROM:

LIONELD JORDAN, Mayor

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

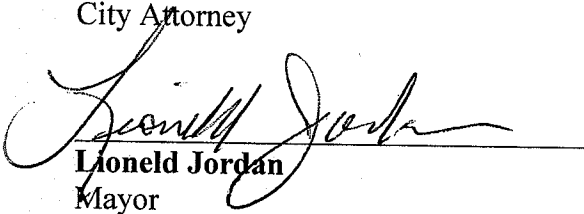
An Ordinance To Roll Back The Salary Of The Mayor And City Attorney To The Previous Year's Level

APPROVED FOR AGENDA:



Kit Williams
City Attorney

1/2/09
Date



Lioneld Jordan
Mayor

1/2/09
Date

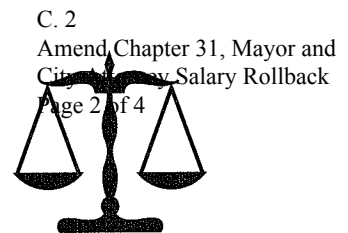


FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: City Council

THRU: Lioneld Jordan, Mayor

FROM: Kit Williams, City Attorney

DATE: January 2, 2009

RE: Rollback of Mayor and City Attorney's salary to 2008 levels

Mayor Lioneld Jordan has requested that I prepare an ordinance that rolls back the mayor's salary to its 2008 level (negating the annual increase effective January 1st of each year). Mayor Jordan has also requested that his compensation be reduced by an additional \$5,000.00 by repealing §31.17 **Mayor's Compensation**, subsection D, the "annual automobile allowance of \$5,000.00"

Because of what appears to be the nation's continuing severe economic problems, I share Mayor Jordan's concerns that the City of Fayetteville will not be immune from what could be a substantial and long term recession. Therefore, I have also agreed to roll back my salary to its 2008 level (negating the normal January 1st percentage increase based upon the average salary increase of all non-uniformed employees).

Mayor Jordan will present these ordinances for your review during the first City Council Agenda Meeting in January and will ask that they be approved by the City Council during the following City Council meeting. Mayor Jordan will also present an ordinance which would freeze any elected official's salary once it exceeds \$80,000.00 until the economy recovers and city revenues rebound sufficiently to ensure that all city employees can continue to receive normal merit or step raises pursuant to the City Council approved pay plan. I also join Mayor Jordan's request on this issue.

ORDINANCE NO. _____

**AN ORDINANCE TO ROLL BACK THE SALARY OF THE
MAYOR AND CITY ATTORNEY TO THE PREVIOUS YEAR'S
LEVEL**

WHEREAS, by ordinance the Mayor receives annual raises in January based upon the average of salaries of each chief and department director who reports to him; and

WHEREAS, by ordinance the City Attorney receives annual raises in January equal to the average percentage pay increase granted to regular, non-civil service city employees during the previous year; and

WHEREAS, because of the severe economic condition and outlook, the Mayor and City Attorney request that the annual raises they have both just received for 2009 be rolled back to 2008 levels and frozen there pursuant to the new §31.46.

**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 and with the express request and consent of Mayor Lioneld Jordan and City Attorney Kit Williams directs that salary compensation of the Mayor and City Attorney be rolled back to their 2008 levels from the 2009 levels otherwise mandated by §31.17 and §31.45.

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGENDA REQUEST

FOR: COUNCIL MEETING OF JANUARY 20, 2009

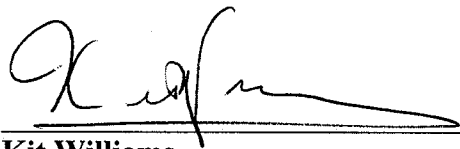
FROM:

KIT WILLIAMS, Fayetteville City Attorney

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

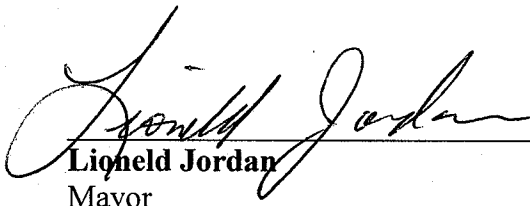
An Ordinance To Amend Chapter 31: City Officials By Repealing §31.17 (D) And Enacting A New §31.46 Freezing City Officials' Compensation If In Excess Of \$80,000.00

APPROVED FOR AGENDA:



Kit Williams
City Attorney

January 2, 2009
Date



Lightheld Jordan
Mayor

1/2/09
Date



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

C. 3
Amend Chapter 31, Elected City
Officials' Compensation Freeze



LEGAL DEPARTMENT

TO: City Council

THRU: Lioneld Jordan, Mayor

FROM: Kit Williams, City Attorney

DATE: January 2, 2009

RE: Rollback of Mayor and City Attorney's salary to 2008 levels

Mayor Lioneld Jordan has requested that I prepare an ordinance that rolls back the mayor's salary to its 2008 level (negating the annual increase effective January 1st of each year). Mayor Jordan has also requested that his compensation be reduced by an additional \$5,000.00 by repealing §31.17 **Mayor's Compensation**, subsection D, the "annual automobile allowance of \$5,000.00"

Because of what appears to be the nation's continuing severe economic problems, I share Mayor Jordan's concerns that the City of Fayetteville will not be immune from what could be a substantial and long term recession. Therefore, I have also agreed to roll back my salary to its 2008 level (negating the normal January 1st percentage increase based upon the average salary increase of all non-uniformed employees).

Mayor Jordan will present these ordinances for your review during the first City Council Agenda Meeting in January and will ask that they be approved by the City Council during the following City Council meeting. Mayor Jordan will also present an ordinance which would freeze any elected official's salary once it exceeds \$80,000.00 until the economy recovers and city revenues rebound sufficiently to ensure that all city employees can continue to receive normal merit or step raises pursuant to the City Council approved pay plan. I also join Mayor Jordan's request on this issue.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 31: CITY OFFICIALS
BY REPEALING §31.17 (D) AND ENACTING A NEW §31.46
FREEZING ELECTED CITY OFFICIALS' COMPENSATION IF
IN EXCESS OF \$80,000.00

WHEREAS, the national economic climate is in a prolonged and severe recession which threatens the City of Fayetteville's revenue stability; and

WHEREAS, until the national economy recovers and City of Fayetteville revenue growth rebounds, City Officials earning more than \$80,000.00 should receive no further raises based upon the formulas set forth in this Chapter; and

WHEREAS, this freezing of those salaries may allow city employees earning less than \$80,000.00 to continue to receive merit or step increases to at least partially keep up with inflation; and

WHEREAS, Mayor Jordan requests that his salary also be reduced by repealing the \$5,000.00 annual automobile allowance established by Ordinance No. 3659 of December 1, 1992.

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 amends Chapter 31: **City Officials** by repealing §31.17 **Mayor's Compensation**, subsection (D) in its entirety.

Section 2: That the City Council of the City of Fayetteville, Arkansas, hereby amends Chapter 31: **City Officials** by enacting a new §31.46 as follows:

"31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00

"Because of the difficult economic conditions, the compensation of any elected City Official earning in excess of \$80,000.00 shall be frozen and not increased pursuant to the formulas in §§ 31.17, 31.18, 31.30, and 31.45."

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGENDA REQUEST

FOR: COUNCIL MEETING OF JANUARY 20, 2009

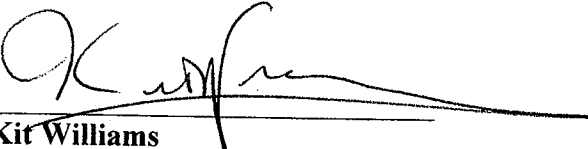
FROM:

KIT WILLIAMS, Fayetteville City Attorney

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

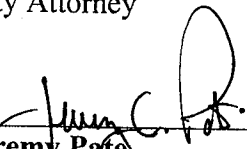
An Ordinance To Amend §166.03 Required On-Site Improvements-Subdivisions In City Limits And §166.05 Large Scale Development Of The Unified Development Code By Adding Infrastructure Improvements Where The Need For Such Improvement Is Caused By The Proposed Subdivision

APPROVED FOR AGENDA:

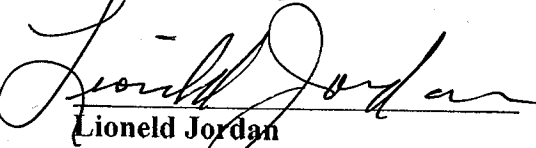

Kit Williams
City Attorney

1-5-09
Date

ENTERED
1-6-09 *WJ*


Jeremy Pate
Current Planning Director

01-06-2009
Date


Lioneld Jordan
Mayor

1/7/09
Date

ENTERED
1/6/09 *WJ*

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



C. 4
Amend Chapter 166
Development
Page 2 of 12

LEGAL DEPARTMENT

TO: **Lioneld Jordan, Mayor**
City Council

CC: **Jeremy Pate, Director of Current Planning**

FROM: **Kit Williams, City Attorney**

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

DATE: **January 5, 2009**

RE: **Required Off-site improvements**

In order to clarify the Unified Development Code's requirements for off-site infrastructure improvements when the need for such infrastructure improvement is created by the new development, I suggest that subsection §166.03 (L) be added to the UDC. The existing required infrastructure improvements within §166.03 for new development are so detailed that certain off-site improvements necessitated by a new development might not now be included. The new language should solve that problem.

I also suggest amending §166.05 (C)(7)(b) to shorten it and refer to §166.03 to ensure uniformity when determining if any off-site infrastructure improvements would be warranted by a new development.

These proposed amendments codify and clarify a long existing practice when a new plat or development is large enough to warrant off-site infrastructure improvements. The City Engineer will continue to use traffic and drainage studies to determine whether a new need for off-site infrastructure improvements exists, and if so, what would be the development's proportional impact to determine its fair portion of the costs.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §166.03 **REQUIRED ON-SITE IMPROVEMENTS-SUBDIVISIONS IN CITY LIMITS** AND §166.05 **LARGE SCALE DEVELOPMENT** OF THE UNIFIED DEVELOPMENT CODE BY ADDING INFRASTRUCTURE IMPROVEMENTS WHERE THE NEED FOR SUCH IMPROVEMENT IS CAUSED BY THE PROPOSED SUBDIVISION

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 enacts a new subsection 166.03 (L) *Other infrastructure improvements where the need for such improvements is created in whole or in part by the proposed subdivision or development as shown below:*

“§166.03 (L) Other infrastructure improvements where the need for such improvements is created in whole or in part by the proposed subdivision or development.

“Such infrastructure improvements may include traffic signals, trail linkages or corridors, drainage improvements including detention and retention ponds and other infrastructure improvements determined necessary by the City Engineer.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §166.05(C)(7) *Miscellaneous requirements for both large scale developments and preliminary plats* by repealing subsection (b) and enacting a replacement subsection (b) as shown below:

“§166.05 (C)(7)(b) The developer may be required to install or pay money in lieu of installation of off-site improvements where the need for such improvements is created in whole or in part by the

proposed large scale development or preliminary plat. An off-site improvement shall be any improvement listed within §166.03 which is located outside the proposed development or plat.”

PASSED and **APPROVED** this 20th day of January, 2009.

APPROVED:

ATTEST:

By: LIONELD JORDAN, Mayor

By: SONDRA E. SMITH, City Clerk/Treasurer

Fayetteville Code of Ordinances

(11) Other requirements.

	Preliminary Plat	Final Plat	Concurrent Plat	Property Line Adj.	Lot Split	Large-Scale, PZD
Any other data or reports as deemed necessary for project review by the Zoning and Development Administrator, City Engineer or Planning Commission.	X	X	X	X	X	X
Signature block to certify approval of streets, drainage and utility easements		X				
Signature block to certify approval of water and sewer system.		X				
Signature block to certify approval of building setback dimensions.		X				
Signature block certifying approval for recording.		X		X	X	
Signature block certifying approval of Tree Preservation and Protection.		X				
Signature block certifying approval of park land dedication or money in lieu.		X		X		
Signature block certifying approval of utility easements.		X				
Signature block certifying ownership, title and dedication.		X		X		
Signature block certifying survey and accuracy.		X		X		

(12) Easement plat.

	Preliminary Plat	Final Plat	Concurrent Plat	Property Line Adj.	Lot Split	Large-Scale, PZD
Prior to the issuance of a building permit for a large scale development, an easement plat shall be filed of record in the office of the circuit clerk dedicating all required easements and rights-of-way.						X

(C) *Signatures required.* The final plat or concurrent plat may be signed by any officer of the Planning Commission.

(D) *Number of plats.* The Zoning and Development Administrator may request additional copies of plats if the amount required by this chapter is not sufficient for distribution to the various committee members.

(Code 1965, App. C., Art. II, §§ F--H; Ord. No. 2581, 12-4-79; Code 1991, §§ 159.16--159.18; Ord. No. 4100, § 2 (Ex. A), 6-16-98)

166.03 Required On-Site Improvements – Subdivisions In City Limits

Before the Planning Commission may grant final plat approval for a subdivision inside the city limits, the subdivider shall have installed, or shall have a guarantee in lieu of installation, either at his expense or in accordance with the existing policy of the city, the following improvements:

(A) *Monuments.* Reinforced concrete monuments 4 inches x 4 inches x 30 inches at quarter section corners and subdivision corners.

(B) *Lot stakes.* Metal stakes ½ inch x 30 inches at all lot corners, points of tangency, points of curvature and angles in property lines or easements.

(C) *Streets.* Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.

(D) *Curbs and gutters.* Curbs and gutters according to existing city standards and specifications as adopted by the City Council.

(E) *Sidewalks.* Sidewalks shall be installed, according to existing city standards and specifications as adopted by the City Council.

TITLE XV UNIFIED DEVELOPMENT CODE

shall be set four feet back from the curb where practicable. The construction of all sidewalks shall be inspected by the City Engineer or his designee to ensure compliance with city specifications. The developer shall guarantee the sidewalk installation according to §158.01.

(F) *Storm drainage system.*

- (1) The subdivider shall install storm drainage facilities, including drains, sewers, catch basins, and culverts necessary for the proper drainage of all surface water.
- (2) All drainage facilities shall be so designed to serve the entire drainage area.
- (3) All surface water drainage shall be transported to existing storm sewers, drainage facilities, or natural drainage ditches approved by the City Engineer.
- (4) The City Engineer shall approve all drainage features.

(G) *Culverts and bridges.* Culverts and bridges shall be installed where needed in accordance with existing State Highway Department standards and specifications.

(H) *Water supply.*

- (1) *Accessible public water supply.* When an approved public water supply is reasonably accessible, the subdivider shall install a system of water mains and shall connect to such supply so that each lot within the subdivision shall be provided with a connection to said public water supply. All connections shall be approved by the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
- (2) *Nonaccessible public water supply.* Where an approved public water supply is not reasonably accessible, any private water supply system proposed by the subdivider must be approved by the county sanitarian and the City Engineer in order to assure that the private water supply system will provide an adequate supply of potable water to every lot in the subdivision. Individual service lines shall be installed and individual connections shall be made prior to the paving of the street, if possible.
- (3) *Fire hydrants.* Fire hydrants for single-family dwellings and duplexes shall be installed so that the distance between two consecutive fire hydrants does not exceed 800 feet, and

no lot is more than 400 feet from a fire hydrant. Fire hydrants for apartment complexes, commercial structures, and industrial structures shall be installed so that the distance between two consecutive fire hydrants does not exceed 600 feet; provided, the fire chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection. The fire chief shall develop written criteria to be applied in determining whether additional fire hydrants shall be required.

(I) *Sanitary sewer system.*

- (1) Public sanitary sewer accessible. Where a public sanitary sewer is reasonably accessible, the subdivider shall connect with such sewer, and each lot within the subdivision shall be provided with a connection thereto. All connections shall be subject to the approval of the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
- (2) Public sanitary sewer not accessible. Where a subdivision is proposed so that each lot has a minimum gross area of one and one-half acres, an individual sewage disposal system for each lot may be used; for lots having a gross area of less than one and one-half acres, an individual sewage disposal system may be used for each individual lot when a permit for a septic system is granted by the Arkansas Department of Health. A copy of the Arkansas Department of Health permit granted for each lot shall be provided at the time the application is submitted for subdivision or lot split approval for all lots less than one and one-half acres. Existing septic systems, sewage disposal fields (leach fields), alternate disposal fields required by state law and water wells on-site or off-site within 100 feet shall be shown on all proposed subdivisions and lot splits.
- (3) Community sewage systems. The construction of community sewage systems or decentralized sewer systems shall be prohibited within the City unless expressly permitted by resolution of the City Council.
- (4) Annexation of community sewage systems. Where a community sewage system is annexed into the City, then the following shall apply:

Fayetteville Code of Ordinances

- (a) *Unconstructed systems.* The wastewater system shall be designed such that the entire collection system is a traditional-style gravity sewer system that carries all wastewater flow to centralized treatment facilities and shall meet City standards for design construction. The system must also be designed such that there is one single point of connection from which a future gravity connection can be made to the City sanitary sewer system when the latter becomes available. This connection shall be made at the expense of the owner of the decentralized wastewater system.
- (b) *Constructed systems.* Systems constructed prior to annexation into the City must tie to the City sanitary sewer system when a City sanitary sewer main is constructed within 300 feet of the community sewage system and such main is reasonably available to the community sewage system. This connection shall be made at the expense of the owner of the decentralized wastewater system.
- State law reference(s)**--"Arkansas Sewage Disposal Systems Act," A.C.A. §14-236-101 et seq.
- (J) *Streetlights* shall be installed at each intersection or cul-de-sac and along each side of the street or cul-de-sac at intervals of no more than 300 feet.
- (K) *Park land dedication.*
- (1) *Subdivision.*
- (a) *Dedication or fee-in-lieu.* When a proposed subdivision does not provide an area or areas for a public park based on the Fayetteville Parks and Recreation Plan, the developer shall be required to make a reasonable dedication of land for public park facilities, or to make a reasonable equivalent contribution in lieu of dedication of land, such contribution to be used for the acquisition and development of park land that serves the subdivision or development.
- (b) *Parks and Recreation Advisory Board.* Prior to the submittal of a preliminary plat or large scale development plan, the developer shall submit to the Parks and Recreation Advisory Board a concept plat or plan.
- (c) *Planning Commission.* The developer and the Parks and Recreation Advisory Board shall make a joint recommendation to the Planning Commission as to the land dedication or contribution in lieu of dedication. In the event that they are unable to agree, the developer and advisory board shall make separate recommendations to the Planning Commission who shall determine the issue.
- (d) *Decision.* If the developer proposes to dedicate land for a public park after consultation with the Parks and Recreation Advisory Board which the Planning Commission determines is suitable for park purposes, the proposed dedication shall be accepted. Upon consent and consultation with the developer and the Parks and Recreation Advisory Board, a developer may dedicate a portion of the required park land dedication and make a contribution of money in lieu of land dedication for the remaining park land dedication requirement. With consent of the Parks and Recreation Advisory Board, this monetary contribution may be used to develop the park land in the development or elsewhere within the quadrant consistent with the Fayetteville Parks and Recreation Plan.
- (e) *Approval.* The Planning Commission's decision must be incorporated into the developer's preliminary plat or large scale development plan prior to plat or plan approval.
- (f) *Dedication ratios.* Land shall be dedicated at a ratio of .024 acre of land for each single-family dwelling unit and .017 acre of land for each multi-family dwelling unit.
- (g) *Fee-in-lieu formulas.* A contribution in lieu of land dedication shall be made according to the following formula:
- \$960.00 for each single-family unit
\$680.00 for each multi-family unit
based upon actual density.
- The Parks Department shall review the contribution formula every two (2) years and make recommendations to the City Council following such review.
- (h) *Dedication in excess.* If a developer wishes to dedicate park land which exceeds the requirement of this subsection, the developer shall make a written request to the Planning

TITLE XV UNIFIED DEVELOPMENT CODE

Commission who may grant the developer a credit equivalent to said excess. Said credit shall be applied toward the developer's obligation under this subsection for any subsequent development located in the same park quadrant.

contribution in lieu of dedication has been made. If said money has not been expended within the three-year period, said money, together with the interest thereon, shall be refunded to the developer who made the contribution.

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- (2) *Timing of dedication and/or contribution.* All dedications of land must be made before final plat approval or large scale development approval. A final plat shall not be released for recordation until the deed for a land dedication is received. Deeded land is dedicated public park land and not subject to any right of reversion or refund. A cash contribution in lieu of required land development shall be payable within 30 days of final plat approval or large scale development approval. With the approval of the Planning Commission a developer may pay such contribution in three equal installments to be paid in full within one year of final plat approval. If a developer makes a cash contribution in lieu of land dedication, the developer shall be entitled to a pro rata refund, together with the accrued interest therefrom, in the event actual density is less than the density used as the basis for the developer's contribution; provided, no refund shall be made unless application therefore is made in writing to the Zoning and Development Administrator within one year from the date of final plat approval. In the event actual density is more than the density used as the basis for a dedication of land or case contribution the developer must make an additional land dedication or contribution in lieu of dedication.

- (3) *Applicability.* The requirements of this subsection shall apply to lot splits, replats of subdivisions and large scale developments; provided, said requirements shall not apply to a lot split or replat which does not create one or more vacant lots on which a structure could be erected under the city's zoning regulations.

- (4) *Zoning Requirements.* Lots created for the purpose of park land dedication shall not be required to meet the standards for lot size, bulk and area within any zoning district.

- (5) *Fee-in-lieu allocation.* All money received under this subsection shall be deposited in an interest bearing account. Said money together with the interest, shall be expended within three calendar years of the last date of the calendar year in which it was received for the acquisition and development of park land that services the subdivision for which a

(Code 1965, App. C., Art. III, §A(1); Ord. No. 2695, 1-20-81; Ord. No. 3080, 4-2-85; Ord. No. 3201, 8-5-86; Ord. No. 3315, 11-17-87; Code 1991, §§159.05, 159.30k.; Ord. No. 3578, 11-19-91; Ord. No. 3615, §1, 6-2-92; Ord. No. 3738, §1, 11-16-93; Ord. No. 3793, §1, 5-17-94; Ord. No. 3797, §1, 5-17-94; Ord. No. 4068, §1, 11-4-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4199, 11-2-99; Ord. No. 4454, 01-07-03; Ord. No. 4545, 02-17-04; Ord. 4725, 7-19-05; Ord. 4864, 05-02-06; Ord. 5152, 7-15-08)

Cross reference(s)--Variance, Ch. 156; Appeals, Ch. 155; Bonds and Guarantees, Ch. 158.

166.04 Required On-Site Improvements – Subdivisions In Planning Area

- (A) *Requirements.* Before the Planning Commission may grant final plat approval for a subdivision located within the city's designated planning area, the subdivider shall have installed, or shall have made a guarantee of in lieu of installation, as provided by Chapter 158, either at his expense or in accordance with the existing policy of the city, the following improvements:

- (1) *Monuments.* Reinforced concrete monuments 4 inches x 4 inches x 30 inches at quarter section corners and subdivision corners.

- (2) *Lot stakes.* Metal stakes 1/2 inch x 30 inches at all lot corners, points of tangency, points of curvature and angles in property lines or easements.

- (3) *Streets.*

- (a) *Within One Mile of City Limits.* Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.

- (b) *Beyond One Mile of City Limits.* Streets shall meet Washington County Standards.

- (4) *Curbs and gutters.*

- (a) *Within One Mile of City Limits.* Curbs and gutters according to existing city standards and specifications as adopted by the City Council.

Fayetteville Code of Ordinances

- (b) *Beyond One Mile of City Limits.* Curbs and gutters shall meet Washington County Standards.
- (5) *Sidewalks.* Sidewalks shall be installed, within one mile of City Limits, according to existing city standards and specifications as adopted by the City Council. The construction of all sidewalks shall be inspected by the City Engineer or his designee to ensure compliance with city specifications. The developer shall guarantee the sidewalk installation according to §158.01.
- (6) *Streetlights.* Standard 8,000 lumen streetlights shall be installed at each intersection or cul-de-sac and along one side of each street or cul-de-sac within one mile of the City Limits at intervals of no more than 300 feet; provided, streetlights of higher intensity may be required at intersections with collector streets or arterial streets.
- (7) *Grading and storm drainage system.*
- (a) The subdivider shall install storm drainage facilities, including drains, sewers, catch basins, and culverts necessary for the proper drainage of all surface water.
 - (b) All drainage facilities shall be so designed to serve the entire drainage area.
 - (c) All surface water drainage shall be transported to existing storm sewers, drainage facilities, or natural drainage ditches approved by the City Engineer.
 - (d) The City Engineer shall approve all drainage features.
- (8) *Culverts and bridges.* Culverts and bridges shall be installed where needed in accordance with existing Arkansas State Highway Department standards and specifications.
- (9) *Water supply.*
- (a) *Accessible public water supply.* When an approved public water supply is reasonably accessible, the subdivider shall install a system of water mains and shall connect to such supply so that each lot within the subdivision shall be provided with a connection to said public water supply. All connections shall be approved by the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
 - (b) *Nonaccessible public water supply.* Where an approved public water supply is not reasonably accessible, any private water supply system proposed by the subdivider must be approved by the county sanitarian and the City Engineer in order to assure that the private water supply system will provide an adequate supply of potable water to every lot in the subdivision. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
- (10) *Sanitary sewer system.*
- (a) *Public sanitary sewer accessible.* Where a public sanitary sewer is reasonably accessible, the subdivider shall connect with such sewer, and each lot within the subdivision shall be provided with a connection thereto. All connections shall be subject to the approval of the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street if possible.
 - (b) *Public sanitary sewer not accessible.* Where a subdivision is proposed so that each lot has a minimum gross area of one and one-half acres, an individual sewage disposal system for each lot may be used; for lots having a gross area of less than one and one-half acres, an individual sewage disposal system may be used for each individual lot when a permit for a septic system is granted by the Arkansas Department of Health. A copy of the Arkansas Department of Health permit granted for each lot shall be provided at the time the application is submitted for subdivision or lot split approval for all lots less than one and one-half acres. Existing septic systems, sewage disposal fields (leach fields), alternate disposal fields required by state law and water wells on-site or off-site within 100 feet shall be shown on all proposed subdivisions and lot splits.

(Code 1965, App. C., Art. III, § A(2), (3); Ord. No. 1979, 2-5-74; Ord. No. 2353, 7-5-77; Ord. No. 2755, 9-1-81; Code 1991, §§ 159.31, 159.32; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. No. 4263, 8-1-00; Ord. 4660, 12-21-04; Ord. 5152, 7-15-08)

TITLE XV UNIFIED DEVELOPMENT CODE

Cross reference(s)--Bonds and Guarantees, Ch. 158.

166.05 Large Scale Development (LSD)

(A) *Requirement.* The development of the following must be processed in accordance with the requirements for a large scale development:

- (1) a lot or parcel larger than one acre ;
- (2) a lot or parcel in the Design Overlay District;
- (3) a Planned Zoning District; or
- (4) facilities emitting odors or handling explosives.

(B) *Review and approval.* All large scale developments, not hereinafter excluded, must be reviewed by the Plat Review Committee and the Subdivision Committee and must be approved by the Planning Commission, after having afforded the opportunity for public comment, before a building permit may be issued. Approval by the City Council shall not be required unless an appeal is taken and heard, except Planned Zoning Districts.

(C) *Building permit.* Before a building permit for a large scale development may be issued, the developer shall:

- (1) *Development plan.* Submit a development plan to the Zoning and Development Administrator for review by the Plat Review Committee. The development plan shall consist of a black line site location map drawn to scale and not to exceed 14 inches by 18 inches, and an accurate black line vicinity map not to exceed 14 inches by 18 inches. The vicinity map need not be drawn to scale.
- (2) *Site location map.* The site location map shall depict the following:
 - (a) The size and shape of the property on which the development is to be located.
 - (b) The location, size and arrangement of existing buildings, signs, outdoor advertising, and other improvements, water courses, ponds and streams, and any other distinctive or unusual features that will remain after the development is completed.
 - (c) The location, size and arrangement of proposed buildings or additions, parking and loading areas, and the type of surfacing proposed for such areas,

streets, driveways, curb cuts, community facilities, pedestrian ways, and open spaces.

(3) *Legal description.* A correct legal description of the property located within the large scale development, and a correct legal description, certified by an abstractor or surveyor, of street right-of-way dedications and vacations and utility and drainage easements.

(4) *Vicinity map.* The vicinity map shall depict the following:

- (a) The location and name of any street which abuts or intersects the large scale development; and,
- (b) The location and name of any other street, building or landmark necessary to clearly indicate the location of the large scale development.

(5) *Preliminary street and drainage plans.* (Required only where the developer proposes new streets or an alteration in the existing street plan.) Submit to the Zoning and Development Administrator for review by the Plat Review Committee preliminary street and drainage plans, showing alignment of streets and direction of flow of storm and sanitary sewers in relation to topography. Where an official street and drainage plan exists, it shall be submitted for purposes of comparison.

(6) *Dedication of right-of-way.* Dedicate sufficient right-of-way to bring those streets which the Master Street Plan shows to abut or intersect the large scale development or preliminary plat into conformance with the right-of-way requirements of the Master Street Plan for said streets; provided, the Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

(7) *Miscellaneous requirements for both large scale developments and preliminary plats.*

- (a) Comply with those requirements of 166.01 through 166.04 of the development regulations pertaining to streets, surface drainage system, water system, sanitary sewer systems; and, if the development is housing, said requirements pertaining to public parks; and install a sidewalk adjacent to all abutting streets or highways in

Fayetteville Code of Ordinances

accordance with city specifications for sidewalk construction.

Amend →

(b) The developer may be required to install off-site improvements, where the need for such improvements is created in whole or in part by the proposed large scale development or preliminary plat. For purposes of this section, an off-site improvements shall mean all or any part of, a street, surface drainage system, water system, or sanitary sewer system, which is to be installed on property located outside the proposed large scale development or preliminary plat.

(c) Any required off-side improvements shall be installed according to city standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the large scale development or preliminary plat.

(d) The Subdivision Committee or Planning Commission may refuse to approve a large scale development or preliminary plat for any of the following reasons:

(i) The preliminary plat or development plan is not submitted in accordance with the requirements of this chapter.

(ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.

(iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.

(iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

(v) City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.

(vi) The developer refused to comply with subsection (7) (b) and (c) pertaining to required on-site and off-site improvements.

(D) *Certificate of occupancy.* No certificate of occupancy shall be issued until the improvements required by subsection (7)(a), (b), and (c) are installed to city specifications.

(E) *Completion of development/as building plot plan.* Upon completion of the development, the developer shall file with the Zoning and Development Administrator an "as built" plot plan for the large scale development showing:

(1) The location of all buildings and the setback distance for said buildings from street right-of-way and adjoining property lines;

(2) The location of any freestanding signs and the setback distance of said signs from street right-of-way and adjoining property lines;

(3) The location, number, dimensions, and surfacing of all parking spaces and of all screens or fences; and

(4) The location and size of all water, sewer, gas, electric, telephone, and television cable lines.

(F) *Modifications.*

(1) *Minor modifications.* The Zoning and Development Administrator may authorize minor modifications in an approved large scale development. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased.

(2) *Major modifications.* In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivisions Committee in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications at its next meeting.

(G) *Excluded developments.* The following large scale developments shall be excluded from the requirements of this section.

Agenda Session 1-13-09

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 20, 2009**

A meeting of the Fayetteville City Council will be held on January 20, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

☒ Call to Order

☒ Roll Call

☒ Pledge of Allegiance

State of the City

☒ Agenda Session Presentations:

☒ Mayor's Announcements, Proclamations and Recognitions:

☒ Presentations, Reports and Discussion Items:

☒ Agenda Additions:

A. Consent:

- ☒ 1. Approval of the January 6, 2009 City Council meeting minutes.
- ☒ 2. **Bid # 09-01, Farmington Gravity Sewer Line:** A resolution approving a cost-share with the City of Farmington to contract with Garney Companies, Inc. in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid # 09-01; and approving a 10% contingency in the amount of \$33,000.00.
- ☒ 3. **Graffiti Removal Fund:** A resolution to approve a budget adjustment in the amount of \$150.00 for a charitable gift from Tom Overbey for graffiti removal fund.

4. **Police Officer Service Awards:** A resolution to approve a budget adjustment in the amount of \$1,650.00 to reflect the donations of several Fayetteville businesses or citizens in support of police officer service awards.
5. **Grooming And Uniform Requirements and Specifications Policy:** A resolution approving and adopting Policy No. 41.3.5 "Grooming and Uniform Requirements and Specifications" to the Fayetteville Police Department's Policies, Procedures & Rules Manual.
6. **Mutual Aid Police Protection Agreement:** A resolution to approve a mutual aid police protection agreement with Fort Smith.
7. **Garver Engineers, LLC Contract Amendment No. 2:** A resolution approving Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue.
8. **Mount Comfort Road Improvements Project Settlement in the Amount of \$350,000.00 and Conveyance of .64 Acres of City Land:** A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project.
9. **Arkansas Democrat-Gazette Agreement:** A resolution approving agreements with the Arkansas Democrat-Gazette – Northwest Edition for display and legal advertising.
10. **Preferred Office Products:** A resolution approving the purchase of three (3) replacement copiers from Preferred Office Products through the state copier contract in the amount of \$53,968.00.
- Move to NB #1*

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.
(This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.)

This ordinance was left on the Third Reading at the January 6, 2009 City Council meeting and tabled to the January 20, 2009 City Council Meeting.

C. New Business:

1. **Amend Chapter 31, Vacation and Sick Leave:** An ordinance to Amend Chapter 31 City Officials to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes.

2. ✓ **Amend Chapter 31, Mayor and City Attorney Salary Rollback:** An ordinance to roll back the salary of the Mayor and City Attorney to the previous year's level.
3. ✓ **Amend Chapter 31, Elected City Officials' Compensation Freeze:** An ordinance to amend Chapter 31: City Officials by repealing § 31.17 (D) and enacting a new § 31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.
4. ✓ **Amend Chapter 166, Development:** An ordinance to amend § 166.03 Required On-Site Improvements-Subdivisions In City Limits and § 166.05 Large Scale Development of the Unified Development Code by adding infrastructure improvements where the need for such improvement is caused by the proposed subdivision.

Announcements:

1. City Council Tour: ~~January 19, 2009~~ NONE

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Pre-Agenda Meeting

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
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Tentative Agenda City of Fayetteville Arkansas City Council Meeting January 20, 2009

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Call to Order

Roll Call

Pledge of Allegiance

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8. **Mount Comfort Road Improvements Project Settlement:** *(add to title)* In the amount of \$350,000 and .64 acres of city land. A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project.
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10. **Preferred Office Products:** A resolution approving the purchase of three (3) replacement copiers from Preferred Office Products through the state copier contract in the amount of \$53,968.00.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. *(This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting. This ordinance was left on the Third Reading at the January 6, 2009 City Council meeting and tabled to the January 20, 2009 City Council Meeting.)*

Left on the Third Reading

C. New Business:

1. **Amend Chapter 31, Vacation and Sick Leave:** An ordinance to Amend Chapter 31 City Officials to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes.

2. **Amend Chapter 31, Mayor and City Attorney Salary Rollback:** An ordinance to roll back the salary of the Mayor and City Attorney to the previous year's level.

3. **Amend Chapter 31, City Officials' Compensation Freeze:** An ordinance to amend Chapter 31: City Officials by repealing § 31.17 (D) and enacting a new § 31.46 Freezing City Officials' Compensation If In Excess Of \$80,000.

4. **Amend Chapter 166, Development:** An ordinance to amend § 166.03 Required On-Site Improvements-Subdivisions In City Limits and § 166.05 Large Scale Development of the Unified Development Code by adding infrastructure improvements where the need for such improvement is caused by the proposed subdivision.

Announcements:

1. **City Council Tour: January 19, 2009**

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

DATE: **January 21, 2009**

RE: **Ordinances and Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of January 20, 2009**

1. **Bid #09-01 Farmington Gravity Sewer Line:** A resolution approving a cost share with the City of Farmington to contract with Garney Companies, Inc. in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid # 09-01 and approving a 10% contingency in the amount of \$33,000.00;
2. **Graffiti Removal Fund:** A resolution to approve a budget adjustment in the amount of \$150.00 for a charitable gift from Tom Overbey for Graffiti Removal Fund;
3. **Police Officer Service Awards:** A resolution to approve a budget adjustment in the amount of \$4,880.00 to reflect the donations of several Fayetteville businesses or citizens in support of Police Officer Service Awards;
4. **Grooming and Uniform Requirements and Specifications Policy:** A resolution approving and adopting policy No. 41.3.5 "Grooming and Uniform Requirements and Specifications" to the Fayetteville Police Department's Policies, Procedures & Rules Manual;
5. **Mutual Aid Police Protection Agreement:** A resolution to approve a mutual aid police protection agreement with Fort Smith;

6. **Garver Engineers, LLC Contract Amendment No. 2:** A resolution approving Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue;
7. **Mount Comfort Road Improvements Project Settlement:** A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements project;
8. **Canon USA:** A resolution approving the purchase of three replacement copiers from Canon USA through the State Copier Contract in the amount of \$53,968.00;
9. **Amend Chapter 31 Vacation and Sick Leave:** An ordinance to amend Chapter 31 **City Officials** to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes;
10. **Amend Chapter 31 Mayor and City Attorney Salary Rollback:** An ordinance to roll back the salary of the mayor and city attorney to the previous year's level;
11. **Amend Chapter 31, Elected City Officials' Compensation Freeze:** An ordinance to amend Chapter 31: **City Officials** by repealing §31.17(D) and enacting a replacement §31.17(D) and a new §31.46 **Freezing Elected Officials' Compensation If In Excess of \$80,000.00;**
12. **Amend Chapter 166 Development:** An ordinance to amend §166.03 **Required On-Site Improvements-Subdivisions In City Limits** and §166.05 **Large Scale Development** of the Unified Development Code by adding infrastructure improvements where the need for such improvement is caused by the proposed subdivision.



Sarah Lewis <sarah.lewis@spring-line.com>

Hwy 112

2 messages

Scott Stokenbury <stoke@crcrawford.com>

Tue, Jan 20, 2009 at 3:25 PM

To: sarah.lewis@spring-line.com

<<feedc_final_presentation.url>> Ms. Lewis,

Regarding the proposed cost share for the relocation of Hwy 112, I wanted to express my lack of interest in spending City funds that would benefit a development, particularly in the current economic environment. I would think that there are other projects that would be more beneficial to the entire community....like the proposed fly over at College and the Fulbright Expressway or the proposed roundabout at North Hills, Futrell & Millsap (see attached).

Thanks, SS

Shortcut to:

http://www.accessfayetteville.org/government/engineering/documents/feedc_final_presentation.pdf

 **feedc_final_presentation.url**
1K

Sarah Lewis <sarah.lewis@spring-line.com>

Tue, Jan 20, 2009 at 3:48 PM

To: Scott Stokenbury <stoke@crcrawford.com>

Thank you!

Sarah Lewis

(Sent from iPhone)

[Quoted text hidden]

[Quoted text hidden]

<feedc_final_presentation.url>



Sarah Lewis <sarah.lewis@spring-line.com>

(no subject)

2 messages

Trevor Lavy <trevor.lavy@prioritybank.com>

Tue, Jan 20, 2009 at 11:51 AM

Reply-To: trevor.lavy@prioritybank.com

To: Sarah Lewis <sarah.lewis@spring-line.com>

Dear Ms. Lewis:

This email is in regards to the proposed cost sharing by the city on the rerouting of highway 112 and my opposition to it. Perhaps a year ago this may have been a project that the city should have given serious consideration to but, in these difficult financial times, I believe that it would be irresponsible of our city leaders to commit this city to share in the cost of this project. Right now we need real leadership.

Please at least consider tabling this project until the city is in better financial condition. Thank you for your time and your service to our city

--
This message has been scanned for viruses and dangerous content by [MailScanner](#), and is believed to be clean.

Sarah Lewis <sarah.lewis@spring-line.com>

Tue, Jan 20, 2009 at 1:57 PM

To: trevor.lavy@prioritybank.com

Thank you!

[Quoted text hidden]

--
Sarah E. Lewis
University of Arkansas
Environmental Dynamics Doctoral Candidate
479-575-7585

"Our common good depends on our willingness to work together to address problems and challenges. I would wish that we all might be remarkably effective in this work." -John E. Moore, Ozark Water Watch

0

RECEIVED

JAN 21 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record

P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville Final Agenda

January 18, 2009

Publication Charge : \$156.02

Signed: Cathy Wiles

Subscribed and sworn to before me
This 20 day of January, 2009.

Notary Public Elizabeth A. Jarvis

My Commission Expires: May 6, 2012

Do not pay from Affidavit, an invoice will be sent



RECEIVED

JAN 21 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JANUARY 20, 2009**

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on January 20, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

State of the City Address

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items: State of the City Address

Agenda Additions:

A. Consent:

1. Approval of the January 6, 2009 City Council meeting minutes.
2. **Bid # 09-01, Farmington Gravity Sewer Line:** A resolution approving a cost-share with the City of Farmington to contract with Garney Companies, Inc. in the amount of \$328,402.58 for the construction of the Farmington Gravity Sewer Line, WSIP Subproject WL-10a, Bid # 09-01; and approving a 10% contingency in the amount of \$33,000.00.
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7. **Garver Engineers, LLC Contract Amendment No. 2:** A resolution approving Amendment No. 2 to the contract with Garver Engineers, LLC in an amount not to exceed \$217,587.00 for construction phase services for Mount Comfort Road Improvements from I-540 to Alpine Avenue.
8. **Mount Comfort Road Improvements Project Settlement in the Amount of \$350,000.00 and Conveyance of .64 Acres of City Land:** A resolution approving a settlement with Robert D. Nelms and Millie S. Nelms for acquisition of street right-of-way and permanent utility and temporary construction easements in association with the Mount Comfort Road Improvements Project.
9. **Cannon USA:** A resolution approving the purchase of three (3) replacement copiers from Cannon USA through the state copier contract in the amount of \$53,968.00.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of \$2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. (This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.) This ordinance was left on the Third Reading at the January 6, 2009 City Council meeting and tabled to the January 20, 2009 City Council Meeting.

C. New Business:

1. **Arkansas Democrat-Gazette Agreement:** A resolution approving agreements with the Arkansas Democrat-Gazette - Northwest Edition for display and legal advertising.
2. **Amend Chapter 31, Vacation and Sick Leave:** An ordinance to Amend Chapter 31 City Officials to codify the policy that a full time elected official shall designate at the beginning of the term of office whether or not to be treated as an ordinary city employee for vacation and sick leave purposes.
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Announcements:

1. **City Council Tour: None**