

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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 March 16, 2010

A meeting of the Fayetteville City Council will be held on March 16, 2010 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:

1. Nominating Committee Report. **APPROVED**

Agenda Additions:

A. Consent:

1. Approval of the March 2, 2010 City Council meeting minutes. **APPROVED**
2. **Preferred Office Products, Inc.:** A resolution approving a contract with Preferred Office Products, Inc. for the purchase through the current state procurement contract of five copiers in the total amount of \$73,033.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 44-10

3. **Goodwin & Goodwin, Inc. Bid #10-18:** A resolution awarding Bid #10-18 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line, approving a project contingency of \$45,000.00, and approving a budget adjustment of \$478,005.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 45-10

4. **Redford Construction, Inc. Bid #10-19:** A resolution awarding Bid #10-19 and approving a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue force main sewer line, approving a project contingency of \$90,000.00, and approving a budget adjustment in the amount of \$983,640.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 46-10

B. Unfinished Business: None

C. New Business:

1. **Amend Chapter 114.03 First Thursday Fayetteville:** An ordinance to amend the Code of Fayetteville by enacting §114.03 First Thursday Fayetteville to authorize the Fayetteville Convention and Visitors Bureau to control the public parking spaces on both sides of East Street on the square and to close East Street to traffic from 4:00 p.m. until 10:00 p.m. on the first Thursday of the month.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5307

2. **Amend Chapter 114.02 Farmers' Market:** An ordinance to amend §114.02 Farmers' Market by allowing an extra hour of operation (until 2:00 p.m.) on Saturdays and to allow operation from 4:00 p.m. until dark during First Thursday Events.

THIS ORDINANCE WAS LEFT ON THE FIRST READING.

3. **ADM 09-3413 Amend Title XV (Hillside/Hilltop Overlay District):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 167: Tree Preservation and Protection, Chapter 169: Grading Plan Submittal and Chapter 173: Building Regulations in order to strengthen the provisions of the Hillside/Hilltop Overlay District Regulations.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5308

4. **Annexation of 99 Acres:** A resolution to express the intention of the City Council to accept the annexation of approximately 99 acres when detached by the City of Johnson and to enter into various proposals and agreements with the City of Johnson.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 47-10

5. **Amend §35.40 of the Fayetteville Code:** An ordinance to amend §35.40 of the Fayetteville Code to require organizers of festivals using public property for over two days to ensure its vendors will comply with Health and Tax Laws and to publicly account for revenues received and expenses paid.

THIS ITEM FAILED.

Announcements:

1. **City Council Tour:** None

Adjournment: 8:10 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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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 Council Meeting:

March 16, 2010

Adjourn: 8:10 p.m.

Subject:	Roll				
Alderman Rhoads arrived at 6:05 p.m.	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan	✓			

8-0

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Petty			
<u>Approved</u>	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

7-0

Subject:	Consent				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Cook			
Minutes Approved passed 44-10 thru 46-10	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	absent			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

7-0

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

Subject:		Amend Chapter 114.03 First Thursday Fayetteville			
Motion To:					
Motion By:					
Seconded:					
C. 1 New Business <u>passed</u> 6307	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	absent	absent	absent	
	Thiel	✓	✓	✓	
	Cook	absent during the vote.	absent during the vote	absent during the vote.	
	Petty	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:		Amend Chapter 114.02 Farmers' Market			
Motion To:					
Motion By:					
Seconded:					
C. 2 New Business Left on the first Reading	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray	absent	absent	absent	
	Thiel				
	Cook				
	Petty				
	Mayor Jordan				

Subject:	ADM 09-3413 Amend Title XV (Hillside/Hilltop Overlay District)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Thiel		
Seconded:		Lucas	Lewis		
C. 3 New Business <u>Passed</u> 5308	Rhoads	✓	✓	N	
	Ferrell	✓	✓	N	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	absent	absent	absent	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

5-2

Subject:	Annexation of 99 Acres				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Thiel			
C. 4 New Business <u>Passed</u> 47-10	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	absent	absent	absent	
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

7-0

Subject:	Amend §35.40 of the Fayetteville Code			
Motion To:		Amend Ordinance to Say 2 Consecutive days		
Motion By:		Petty		
Seconded:		Thiel		
C. 5 New Business	Rhoads	✓		
	Ferrell	✓		
	Lucas	✓		
	Lewis	✓		
	Gray	absent		
	Thiel	✓		
	Cook	✓		
	Petty	✓		
	Mayor Jordan			

7-0

Subject:	Amend 35.40 of the Fayetteville Code			
Motion To:		2nd Read	3rd Read	Pass
Motion By:		Rhoads	Ferrell	
Seconded:		Lucas	Lucas	
Ordinance Failed	Rhoads	✓	✓	N
	Ferrell	✓	✓	N
	Lucas	✓	✓	N
	Lewis	✓	✓	N
	Gray	Absent	Absent	absent
	Thiel	✓	✓	N
	Cook	✓	✓	N
	Petty	✓	✓	✓
	Mayor Jordan			

1-6 failed

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 line extending to the right.

DATE: **March 17, 2010**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 16, 2010**

1. **Preferred Office Products, Inc.:** A resolution approving a contract with Preferred Office Products, Inc. for the purchase, through the current State Procurement Contract, of five copiers in the total amount of \$73,033.00.
2. **Goodwin & Goodwin, Inc., Bid #10-18:** A resolution awarding Bid #10-18 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue Gravity Sewer Line, approving a project contingency of \$45,000.00, and approving a budget adjustment of \$478,005.00.
3. **Redford Construction, Inc. Bid #10-19:** A resolution awarding Bid #10-19 and approving a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue Force Main Sewer Line, approving a project contingency of \$90,000.00 and approving a budget adjustment in the amount of \$983,640.00.
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Aldermen

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Adjournment:

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City of Fayetteville Staff Review Form

A. 3
Goodwin & Goodwin, Inc.
Bid #10-18
Page 1 of 6

**City Council Agenda Items
and
Contracts, Leases or Agreements**

3/16/2010

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Approval of a construction contract with Goodwin and Goodwin, Inc. for \$433,005.00, for construction of the Broyles Avenue gravity line, approval of a 10% contingency of \$45,000.00, WL-13, Bid 10-18, and approval of a budget amendment in the amount of \$478,005.

\$ 478,005
Cost of this request

\$ 2,000,017
Category / Project Budget

Wastewater Impact Fee Improvement
Program Category / Project Name

5400-5700-5315.00
Account Number

Funds Used to Date

Wastewater Impact Fee Improvement
Program / Project Category Name

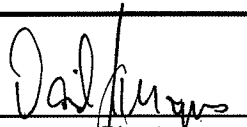
10020-0100
Project Number

\$ 2,000,017
Remaining Balance

Water/Sewer
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

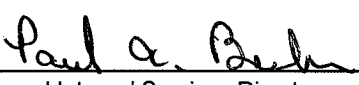

Department Director 8 Mar 10
Date

Previous Ordinance or Resolution # _____


City Attorney 3-8-10
Date

Original Contract Date: _____

Original Contract Number: _____

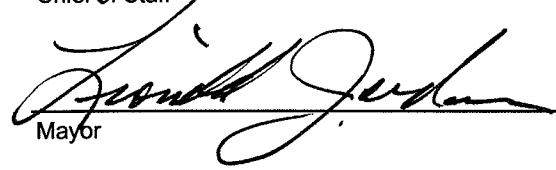

Finance and Internal Services Director 3-8-2010
Date

Received in City Clerk's Office



Chief of Staff 3-9-10
Date

Received in Mayor's Office



Mayor 3/8/10
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: March 5, 2010

Subject: Approval of construction contract with Goodwin and Goodwin, Inc. for \$433,005, for construction of the Broyles Ave gravity line and a 10% contingency of \$45,000, WL-13, Bid 10-18, and approval of a budget amendment in the amount of \$478,005

RECOMMENDATION

City Administration recommends approval of a construction contract with Goodwin and Goodwin, Inc. for \$433,005.00, for construction of the Broyles Avenue gravity line and approval of a 10% contingency of \$45,000.00, WL-13, Bid 10-18, and approval of a budget amendment in the amount of \$478,005.

BACKGROUND

The Contract provides for the construction of approximately 3,211 linear feet of 15" to 18" gravity line, flowing along Owl Creek, Persimmon Road, and Broyles Avenue to the new lift station at the intersection of Broyles Avenue and Persimmon Road.

DISCUSSION

The City received 5 bids on February 24th for this project.

Goodwin and Goodwin, Inc.	\$ 433,005.00 (low bid)
Redford Construction, Inc.	\$ 529,120.00
Garney Companies, Inc.	\$ 529,825.00
Dean Crowder Construction, Inc.	\$ 569,877.66
T-G Excavating, Inc.	\$ 755,555.00
Engineer's Estimate	\$ 727,094.50

The bid has been reviewed by the RJN Group, the Engineers; their letter recommending award is attached. Goodwin and Goodwin successfully completed several City projects, including WSIP Subproject WL-9. Their performance has been very good.

BUDGET IMPACT

Funds are available in the impact fee sewer project budget. The budget amendment for \$478,005 is attached to transfer funds from the impact fee fund to the water/sewer fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-18 AND APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$433,005.00 FOR CONSTRUCTION OF THE BROYLES AVENUE GRAVITY SEWER LINE, APPROVING A PROJECT CONTINGENCY OF \$45,000.00, AND APPROVING A BUDGET ADJUSTMENT OF \$478,005.00

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 awards bid #10-18 and approves a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$45,000.00, and a budget adjustment of \$478,005.00, a copy of which is marked as Exhibit "B" attached hereto and made a part hereof.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 3
Goodwin & Goodwin, Inc.

Budget Year 2010	Department: Utilities Division: Water & Sewer Maintenance Program: Sewer Mains Construction	Request Date 3/16/2010	Adjustment Number Bid #10-18 Page 4 of 6
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$478,005 in the Broyles Road Gravity Lines and Force Main Project. Increase project for the construction of approximately 3,211 linear feet of 15" to 18" gravity line flowing along Owl Creek, Persimmon Road, and Broyles Ave. to the new lift station at the intersection of Broyles Ave. and Persimmon Road.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

To recognize impact fee funds to construct gravity line to improve capacity to the West Side Wastewater Treatment Plant.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Contract Services	5400.5700.5315.00	478,005		10020 . 1001
Transfer from Impact Fee	5400.0940.6602.30		478,005	10020 . 1001
TOTAL		<u>478,005</u>	<u>478,005</u>	

Division Head	Date
	3-5-2010
Budget Director	Date
	MAR 8, 10
Department Director	Date
	3-8-2010
Finance Director	Date
	3-9-10
Chief of Staff	Date
	3/8/10
Mayor	Date

Requested By _____ kspringer

Budget & Research Use Only

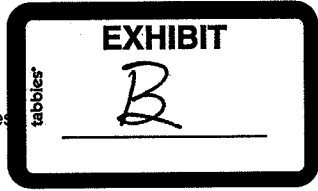
Type: A B C D E

Description: _____ 0

General Ledger Date _____

Posted to General Ledger Initial Date

Posted to Project Accounting Initial Date



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.: _____ Date: 3/16/2010 Goodwin & Goodwin, Inc.
 Bid #10-18
 P.O Number: _____ Expected Delivery Date: ASAP Page 5 of 6

Goodwin and Goodwin Inc.		Vendor Name: Goodwin & Goodwin Inc.	
Address: 3503 Free Ferry Rd		Fob Point: 1400 N 113 W Mountain Fayetteville, AR 72701	
City: Fort Smith	State: 72903	Zip Code: 64083	Ship to code:
Requester: David Jurgens		Requester's Employee #: 490	
		Extension: 330	

Mail Yes: <u>x</u> No: _____	Quotes Attached Yes: _____ No: <u>x</u>
Taxable Yes: <u>x</u> No: _____	Division Head Approval: 

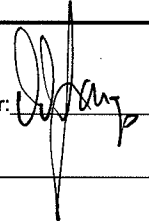
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Broyles Ave Gravity Line WL- 13 Bid 10-18	1	ea		\$433,005.00				
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$433,005.00
 Tax: \$0.00
 Total: \$433,005.00

Approvals:

Mayor: _____

Department Director:  _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
 Redford Construction, Inc.
 Bid #10-19
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

3/16/2010

City Council Meeting Date
 Agenda Items Only

David Jurgens

Submitted By

Utilities Capital Projects

Division

Utilities

Department

Action Required:

Approval of a construction contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main, WL-14, Bid 10-19, approval of a 10% contingency of \$90,000, and approval of a budget amendment in the amount of \$983,640.

\$ 983,640.00

Cost of this request

\$ 2,000,017

Category / Project Budget

Wastewater Impact Fee Improvement

Program Category / Project Name

5400-5700-5315.00

Account Number

\$ -

Funds Used to Date

Wastewater Impact Fee Improvement

Program / Project Category Name

10020-0200

Project Number

\$ 2,000,017

Remaining Balance

Water/Sewer

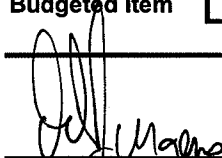
Fund Name

Budgeted Item

XX

Budget Adjustment Attached

XX

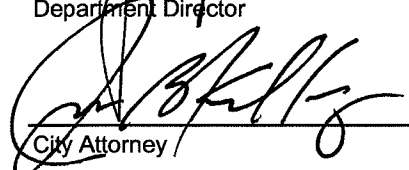

 Department Director

 8 MAR 10
 Date

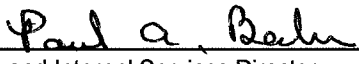
Previous Ordinance or Resolution #

Original Contract Date:

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 City Attorney

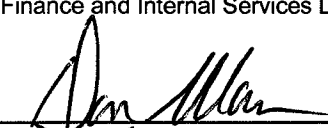
 3-8-10
 Date


 Finance and Internal Services Director

 3-8-2010
 Date

 Received in City
 Clerk's Office

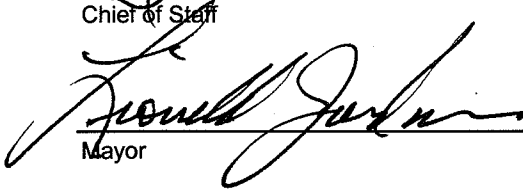
 ENTERED
 3-8-10



 Chief of Staff

 3-9-10
 Date

 Received in
 Mayor's Office

 ENTERED
 3/8/10


 Mayor

 3/8/10
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: February 26, 2010

Subject: Approval of a contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main with a 10% contingency of \$90,000, WL-14, Bid 10-19, and approval of a budget amendment in the amount of \$983,640

RECOMMENDATION

City Administration recommends approval of a construction contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main, WL-14, Bid 10-19, approval of a 10% contingency of \$90,000, and approval of a budget amendment in the amount of \$983,640.

BACKGROUND

This contract provides for the construction of approximately 8,190 linear feet of 12" force main and related work from the new lift station at the intersection of Broyles Avenue and Persimmon Road to the West Side Wastewater Treatment Plant.

DISCUSSION

The City received 4 bids on February 24th for this project.

Redford Construction, Inc.	\$ 893,640 (low bid)
Garney Companies, Inc.	\$ 983,040
Goodwin & Goodwin, Inc.	\$ 1,037,537.50
Dean Crowder Construction, Inc.	\$ 1,289,576.80
Engineer's Estimate	\$ 1,410,543.75

The bid has been reviewed by the RJN Group, the Engineers; their letter recommending award is attached. Redford construction successfully completed WSIP Subproject WL-10 for the Cities of Fayetteville and Farmington. Their work was very good.

BUDGET IMPACT

Funds are available in the sewer impact fees budget. The budget amendment for \$983,640 is attached to transfer funds from the impact fee fund to the water/sewer fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-19 AND APPROVING A CONTRACT WITH REDFORD CONSTRUCTION, INC. IN THE AMOUNT OF \$893,640.00 FOR CONSTRUCTION OF THE BROYLES AVENUE FORCE MAIN SEWER LINE, APPROVING A PROJECT CONTINGENCY OF \$90,000.00, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$983,640.00

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 awards bid #10-19 and approves a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue force main sewer line. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$90,000.00, and a budget adjustment of \$983,640.00, a copy of which is marked as Exhibit "B" attached hereto and made a part hereof.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 4
Bedford Construction, Inc.
Bid #10-10
Page 4 of 6

Budget Year 2010	Department: Utilities Division: Water & Sewer Maintenance Program: Sewer Mains Construction	Request Date 3/16/2010	Adjustment Number
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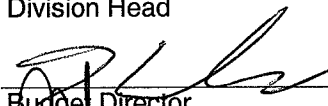
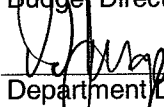
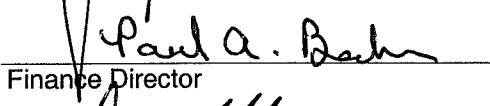
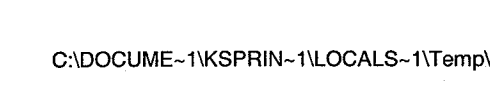
JUSTIFICATION TO INCREASE PROJECT / ITEM:

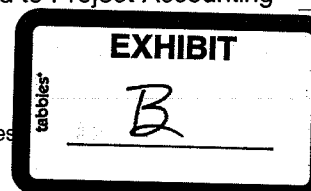
\$983,640 in the Broyles Road Gravity Lines and Force Main Project. Increase project for the construction of approximately 8,190 linear feet of 12" force main and related work from the new lift station at the intersection of Broyles Ave. and Persimmon Road to the West Side Wastewater Treatment Plant.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

To recognize impact fee funds to construct force main to improve capacity to the West Side Wastewater Treatment Plant.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Contract Services	5400.5700.5315.00	983,640		10020 . 1002
Transfer from Impact Fee	5400.0940.6602.30		983,640	10020 . 1002
TOTAL		<u>983,640</u>	<u>983,640</u>	

Division Head  Date 3-5-2010 Budget Director  Date 8 March Department Director  Date 3-8-2010 Finance Director  Date 3-9-10 Chief of Staff  Date 3/8/10 Mayor  Date	Requested By <i>kspringer</i> Budget & Research Use Only Type: A B C <u>D</u> E Description: _____ General Ledger Date _____ Posted to General Ledger _____ Initial _____ Date _____ Posted to Project Accounting _____ Initial _____ Date _____
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City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 3/16/2010	Redford Construction, Inc. Bid #10-19
P.O Number:	Expected Delivery Date: ASAP	

Vendor #: 19768	Vendor Name: Redford Construction, Inc.		Mail Yes: ☒ No: ☐	
Address: 17235 Bel-Ray Place		Fob Point: 1400 N 113 W Mountain Fayetteville, AR 72701	Taxable Yes: ☒ No: ☐	Quotes Attached Yes: ☐ No: ☒
City: Belton	State: MO	Zip Code: 64083	Ship to code:	Divison Head Approval:
Requester: David Jurgens		Requester's Employee #: 490	Extension: 330	

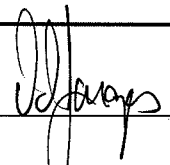
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Broyles Ave Force Main WL-14 Bid 10-19	1	ea		\$893,640.00				
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal:	\$893,640.00
Tax:	\$0.00
Total:	\$893,640.00

Approvals:

Mayor: _____

Department Director: 

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

AGENDA REQUEST

C. 4
Annexation of 99 Acres
Page 1 of 18

*Added at
Agenda Session
3/9/10*

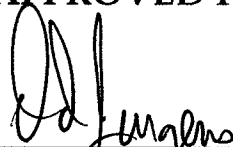
FOR: COUNCIL MEETING OF MARCH 16, 2010

FROM:
MAYOR LIONELD JORDAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Express The Intention Of The City Council To Accept The Annexation Of Approximately 99 Acres When Detached By The City Of Johnson And To Enter Into Various Proposals And Agreements With The City Of Johnson

APPROVED FOR AGENDA:



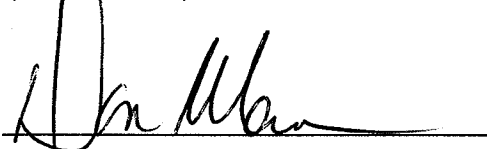
David Jurgens,
Utilities Director

4 Mar 2010
Date



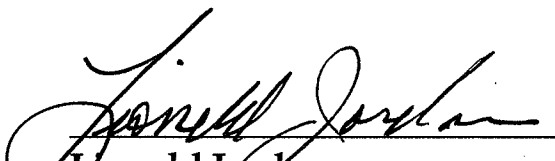
Kit Williams
City Attorney
(as to form)

March 3, 2010
Date



Don Marr
Chief of Staff

3/4/10
Date



Lioneld Jordan
Mayor

3/4/10
Date





www.accessfayetteville.org

To: City Council

From: Lioneld Jordan, Mayor

Date: March 4, 2010

RE: City of Johnson AR and City of Fayetteville AR Agreement

Previously, the City of Johnson, AR and Johnson City Mayor Lonnie Barron approached the administration about providing water/sewer services, and opposing the de-annexation request of land owners requesting to de-annex from the City of Johnson AR. When earlier negotiations stalled I decided to no longer proceed with any other talks and let the property owners who were requesting de-annexation and the City of Johnson work it out among themselves. It appeared to be headed towards litigation and I felt it was important that the City of Fayetteville not be a party to either side.

In January of this year, the City of Johnson City Council unanimously expressed its willingness to negotiate to de-annex a reasonable amount of land north of the proposed extension of Van Asche. The Resolution also sought to gain agreement from the City of Fayetteville to enter into sewer and water contracts.

With this request, I asked City Attorney Kit Williams to represent the City of Fayetteville in negotiations that could be brought to the Mayor and City Council Members for consideration.

While I have tried to keep the City of Fayetteville uninvolved in this litigation between the City of Johnson and requesting de-annexation applicants – I also desire to work to be a good neighbor to our adjoining cities.

I am recommending approval of the attached Resolution which will allow the City of Fayetteville to obtain 99 acres of prime development land on the north side of the proposed new Van Asche. This new land will add future growth opportunities for sales tax in commercial and residential developments.

The City of Fayetteville will in turn receive control of the design and buildout of Van Asche Drive east of I-540. This provides additional access to our mall area, and ensures the quality of road construction and access management our citizens have come to expect.

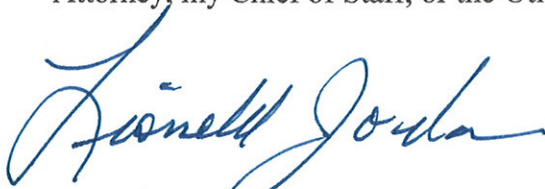
Lastly, the City of Fayetteville will provide water and sewer services to the City of Johnson. The City of Fayetteville water and sewer systems have sufficient capacity in Johnson to provide service to future developments in Fayetteville's designated service

City of Johnson, AR. & City of Fayetteville, AR Agreement
Page 2

territory that is consistent with the level currently provided to Johnson. These services can be provided in Johnson with no negative financial impact to Fayetteville citizens.

Utilities Director David Jurgens has outlined in an attached memo the details of the history of services provided to the City of Johnson, AR by Fayetteville Water & Sewer Operations. His memo states clearly there will be no additional financial impact to Fayetteville Citizens. This also allows the cost of the system to be allocated to a larger customer base which spreads the entire cost of the system over a larger number of customers.

It is without hesitation that I recommend to the City Council we pass this attached Resolution. If you have any questions, please don't hesitate to contact me, the City Attorney, my Chief of Staff, or the Utilities Director David Jurgens.

A handwritten signature in blue ink, reading "Lionell Jordan". The signature is fluid and cursive, with the first name "Lionell" and last name "Jordan" clearly distinguishable.

Mayor Lionell Jordan

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY COUNCIL TO ACCEPT THE ANNEXATION OF APPROXIMATELY 99 ACRES WHEN DETACHED BY THE CITY OF JOHNSON AND TO ENTER INTO VARIOUS PROPOSALS AND AGREEMENTS WITH THE CITY OF JOHNSON

WHEREAS, landowners immediately north of where the extension of Van Asche is planned from Gregg to McGuire Street have sought to detach from Johnson and be annexed into Fayetteville; and

WHEREAS, the City Council of Johnson has agreed to detach and the City Council of Fayetteville has agreed to annex a portion of these landowners' parcels and portions of other parcels for a total of about 99 acres as shown on Exhibit A; and

WHEREAS, at the time the simultaneous detachment and annexation pursuant to A.C.A. §14-40-21-1 is final, the Cities of Johnson and Fayetteville will enter into a comprehensive sewer contract and an enhanced water contract; and

WHEREAS, the City of Fayetteville will immediately thereafter pass a Resolution not to annex any other land lying within the City of Johnson's corporate limits unless requested to be the Johnson City Council; and

WHEREAS, The City of Johnson will cooperate and help the City of Fayetteville by acquiring sufficient right of way for a four lane Van Asche extension from McGuire to Highway 112 along the border of the two cities; and

WHEREAS, after the simultaneous detachment and annexation of the 99 acres is final, the City of Fayetteville will pay to the City of Johnson \$35,000.00 to offset Johnson's loss of sales tax revenue from existing businesses located with the 99 acres.

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 affirms its agreement and intent to simultaneously annex the approximate 99 acres shown on Exhibit A once the City of Johnson has detached the acreage.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby affirms its agreement and intent to enter into a comprehensive sewer agreement with the City of Johnson for the area within our water service area and to enter into an enhanced water agreement with the City of Johnson for this area and abide by all the remaining items referred to in the Whereas clauses of this Resolution.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

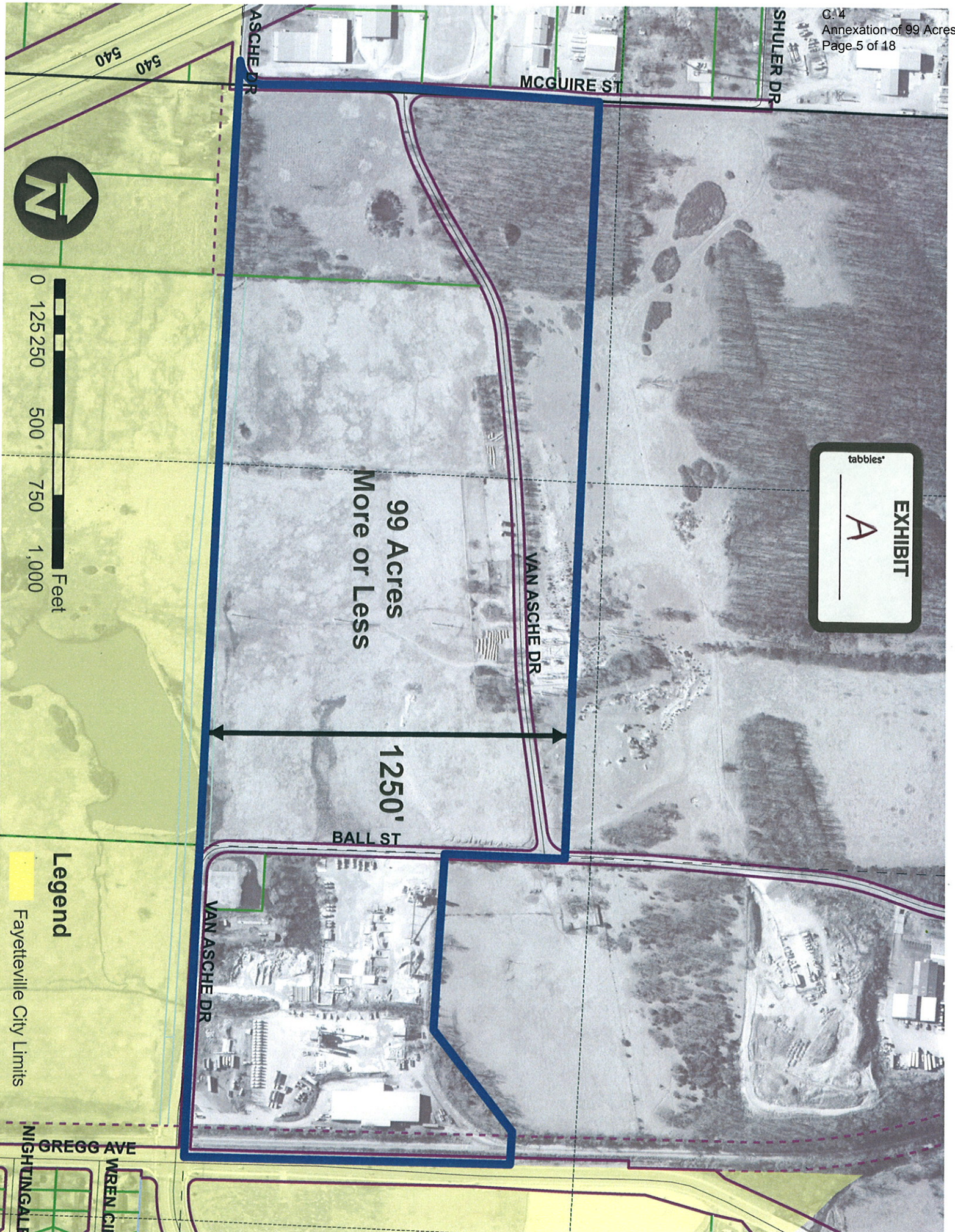
By: _____
LIONELD JORDAN, Mayor

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

tabbles®

EXHIBIT

A



To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director 

Date: March 2, 2010

Subject: Water and Sewer Capacity in Johnson Service Area

CONCLUSION

The City of Fayetteville water and sewer systems have sufficient capacity in Johnson to provide service to future developments in Fayetteville's service territory that is consistent with the level currently provided in Johnson. Water and sewer services in Johnson can be provided with no negative financial impact to Fayetteville citizens.

BACKGROUND

- First water service in Johnson was provided when Fayetteville used Clear Creek as a water supply around 1906.
- First sewer service was provided in 1989 to two subdivisions, one off Highway 112 and one off Wilkerson Street.
- For both water and sewer operations, Johnson customers are treated exactly like Fayetteville customers. They are direct retail customers of the City of Fayetteville. They receive their utility bills directly from Fayetteville.
- Proposed developments must go through the Fayetteville development process. Construction must meet Fayetteville's standards.
- At this time, water is provided for all developments up to the dividing line between the Fayetteville and Springdale water systems. Generally this dividing line follows Clear Creek. This line was established by agreement when the Beaver Water District was established in the 1960's.
- At this time, sewer service to new development in Johnson must be specifically approved by the Fayetteville City Council. Individual connections to existing mains in Johnson are made as they are within Fayetteville.
- Johnson customers requesting new connections are charged impact fees identical to Fayetteville customers.

DISCUSSION

The City of Fayetteville water and sewer systems have sufficient capacity in Johnson to provide service that is consistent with the level currently provided.

Water

There is a 36" water transmission main in northern Fayetteville very close to southern Johnson that has ample capacity for normal development in the area that developments can tie to that will meet whatever requirements will be generated.

Normal development review procedures must be followed under any circumstances.

Sewer

There is a 48" sewer transmission main that flows through northern Fayetteville close to and downhill from most of southern Johnson that has ample capacity for normal development in the entire drainage basin. Sewer mains can be connected to this to provide capacity to developments in these areas without restricting Fayetteville's capacity. Normal development review procedures must be followed under any circumstances.

BUDGET IMPACT

Water and sewer rates are established based on the actual cost of service based on the type of customer receiving the service. Johnson water and sewer rates are the "outside city" rate, which is a higher rate than is charged within the city limits of Fayetteville. Johnson customers are required to pay impact fees identical to Fayetteville customers. Thus, water and sewer services in Johnson can be provided with no negative financial impact to Fayetteville citizens.

TO: **City Council**

CC: **Lioneld Jordan**, Mayor

FROM: **Kit Williams**, City Attorney



DATE: **March 3, 2010**

RE: **Resolving issues of land along and north of the Van Asche extension**

The City Council approved the Street Committee's plans to provide an "interior bypass" from Highway 62 to the Northwest Arkansas Mall by connecting Ruppel Road from Highway 62 to Highway 112 and then directly east by extending Van Asche Boulevard to Gregg Street. This would provide not only much improved interior traffic movement for our citizens, but an important, comfortable and easy access to the Northwest Arkansas Mall area without having to use I-540.

The "fly in the ointment" of this plan was the fact that the City of Johnson's city limits would come all the way down to this multimillion dollar road project being paid by Fayetteville from I-540 to Gregg Avenue. Recognizing this unfair situation in which Fayetteville would be investing millions of dollars to build a beautiful boulevard that would make land within Johnson accessible and developable, the Fayetteville City Council passed Resolution No. 72-08 on March 18, 2009, which stated that extension of Van Asche Boulevard could be paid by our Transportation Bond Program funds only after the land north of this extension was annexed into the City of Fayetteville. I have attached this Resolution as well as Resolution No. 76-08 passed on April 1, 2008 with a Memo of Understanding that this annexed land would eventually be zoned industrial or commercial when development occurs.

Former Director of Operations Gary Dumas attempted long negotiations with Johnson City Officials to arrive at an agreed simultaneous detachment and annexation. Unfortunately, his negotiations which would have brought hundred of

acres of what is now the City of Johnson into the City of Fayetteville and promised extensive road building (beyond the extension of Van Asche) were never successful. An initial extension of a neighborly hand by Mayor Jordan when he first took office was also rebuffed. It appeared that the City of Johnson preferred to fight it out in Court with the landowners who eventually filed suit to deannex from Johnson which could not provide sewer or enhanced water service necessary for substantial commercial development. This case is set for trial in May.

The attorneys for the landowners who were attempting to deannex from Johnson and annex into Fayetteville approached me last fall to see if there was any possibility to resolve this city limits issue by joint agreement between Johnson and Fayetteville. I explained that I had no authority to speak for the City of Fayetteville on this issue and that the Mayor and City Council would have to approve any possible agreement. However, I did speak with administration officials and then worked with our GIS department to come up with the map showing the movement of our city limits north about 1,250 feet into what is now Johnson. This approximately 99 acres should provide sufficient development potential (and sales tax return to Fayetteville) when the Van Asche Boulevard extension is built in compliance with your Resolution No. 72-08.

This map along with a proposal drawn up by the landowners' attorneys was provided to the Johnson City Attorney by letter of November 10, 2009 (copy enclosed). In January of this year, the Johnson City Council unanimously expressed its willingness (I believe for the first time) to negotiate to deannex a reasonable amount of land north of the proposed extension of Van Asche if the City of Fayetteville would enter into sewer and water contracts.

With this favorable turn of events, the landowners' attorneys asked to set up a meeting with them, Johnson City Attorney Danny Wright, their hired outside counsel Tom Kieklak, and me. We all met in Tom Overbey's office on February 9, 2010 for a couple of hours. I reported the results of this meeting to Mayor Jordan and Chief of Staff Marr. All agreed that similar Resolutions of intent to proceed with the proposed simultaneous detachment and annexation, sewer contract, water contract, and other parts of the proposal would be needed to be passed by both City Councils before we could proceed further. We also agreed that the City of Johnson City Council should pass its Resolution on March 9th so the Fayetteville City Council would know Johnson's position before it considered its Resolution on March 16th.

The City of Johnson desires that we purchase the land Johnson condemned for a sewer line and lift station (.77 acres for \$68,000.00) which probably lies within the right-of-way for the extension of Van Asche. We may have to make this purchase as well as pay the \$35,000.00 for the loss of sales tax Johnson will suffer.

CONCLUSION

When I supplied the map showing our city limits moving north into the city of Johnson by about 1,250 feet (99 acres) to the landowners' attorneys, I expressly informed them that the map did not have the final approval of Mayor Jordan. I also informed them that I was certain that this map represented the least amount of increased city limits that could be acceptable to the Mayor and City Council. I was informed by David Jurgens during negotiations that our City had properly sized mains and sufficient capacity in place to enable water and sewer service to our water service area in Johnson without further expense to Fayetteville rate payers.

I believe what I have presented and Mayor Jordan has recommended for your approval conforms to the City Council's intentions and goals stated within Resolution No. 72-08 as well as numerous City Council Street Committee meetings and other City Council meetings on the Transportation Bond Program.

I believe it is better to resolve issues amicably with our sister cities. I am glad at least this proposed resolution to the Van Asche expansion/city limits issues can now be considered by you. I join Mayor Jordan's recommendation for approval.

RESOLUTION NO. 72-08

A RESOLUTION APPROVING THE USE OF EXISTING TRANSPORTATION BOND PROGRAM FUNDS TO PROCEED WITH THE VAN ASCHE BOULEVARD EXTENSION TO THE WEST OF GREGG AVENUE UPON FORMAL ACCEPTANCE OF AN ANNEXATION FROM THE ADJOINING PROPERTY OWNER WG LAND COMPANY LIMITED PARTNERSHIP.

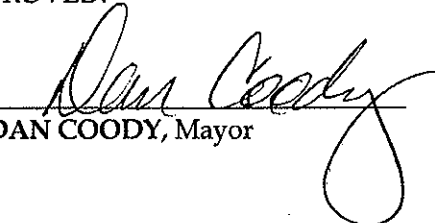
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the use of existing Transportation Bond Program funds to proceed with the Van Asche Boulevard Extension to the west of Gregg Avenue.

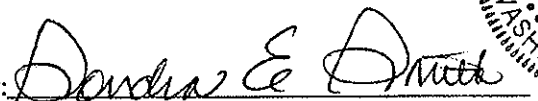
Section 2. That this project shall not proceed until such time as the adjoining property, owned by WG Land Company Limited Partnership, is formally annexed into the City of Fayetteville .

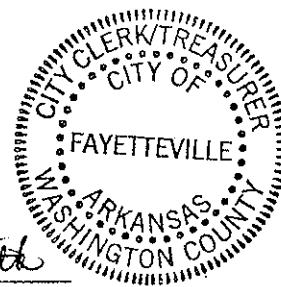
PASSED and APPROVED this 18th day of March, 2008.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 76-08

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING ANNEXATION AND ZONING OF CERTAIN REAL PROPERTY WITH WG LAND COMPANY LTD. PARTNERSHIP.

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

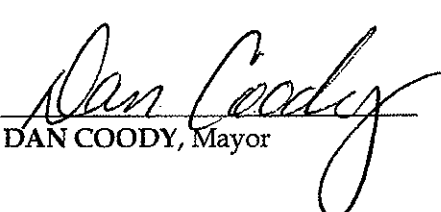
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Memorandum of Understanding concerning annexation and zoning of certain real property with WG Land Company Ltd. Partnership. A copy of the Memorandum, marked Exhibit A is attached hereto and made a part hereof.

PASSED and APPROVED this 1st day of April, 2008.

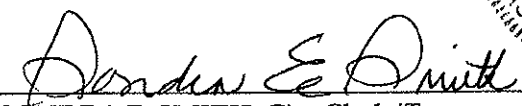
APPROVED:

ATTEST:

By:


DAN COODY, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



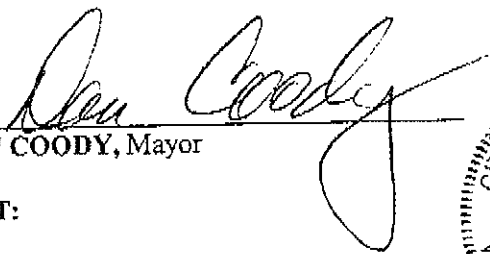
Memorandum of Understanding

This Memorandum of Understanding, made and entered into this 1st day of April, 2008, by and between the City of Fayetteville, Arkansas, a municipal corporation, 113 W. Mountain, Fayetteville, Arkansas, and WG Land Company Ltd. Partnership, 3535 North College Avenue, Fayetteville, Arkansas

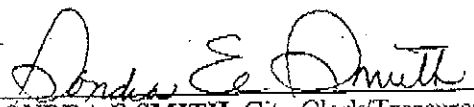
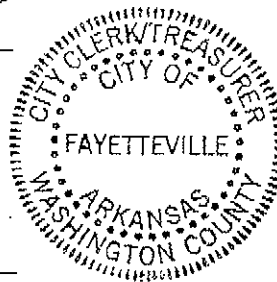
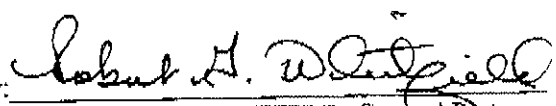
WG Land Company Ltd. Partnership agrees to seek de-annexation of its real property abutting the proposed Van Asche Boulevard Extension from the City of Johnson once the proposed street extension is funded and scheduled for construction by the City of Fayetteville.

In return, the City of Fayetteville agrees to annex the real property adjacent to the proposed Van Asche Boulevard Extension with the following understandings:

- 1 That the property will be annexed into the City of Fayetteville as an R/A Zoning District, and will remain so until actual development and construction of future improvements is commenced;
- 2 That as the property is brought into development, the portion of the property north of the proposed Van Asche Boulevard Extension shall be re-zoned to an Industrial Zoning District consistent with its use for warehousing and cold storage; and,
- 3 That as the property is brought into development, the portion of the property south of the proposed Van Asche Boulevard Extension shall be re-zoned to a Commercial Zoning District.

CITY OF FAYETTEVILLE:By: **DAN COODY, Mayor**

ATTEST:

By: **SONDRA E. SMITH, City Clerk/Treasurer****WG LAND COMPANY LTD. PARTNERSHIP**By: **ROBERT G. WHITFIELD, General Partner**

OVERBEY, GRAHAM, STRIGEL & WESTBROOK, PLC

THOMAS L. OVERBEY
FELLOW, THE AMERICAN COLLEGE OF
TRUST & ESTATE COUNSEL

GREGORY B. GRAHAM

MELANIE J. STRIGEL

CRAIG WESTBROOK

LAURIE M. BOYD

ATTORNEYS AT LAW
211 NORTH COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72701-4238

FACSIMILE (501) 219-2993
TELEPHONE (479) 442-3554

www.ogsw.com

LITTLE ROCK OFFICE
SEARCY BUILDING, SUITE 310
10809 EXECUTIVE CENTER DRIVE
LITTLE ROCK, ARKANSAS 72211
(501) 664-8105

EMAIL: T.OVERBEY@OGSW.COM
DIRECT LINE (501) 492-7677

TO: Thomas N. Kieklak
tkieklak@arkansaslaw.com

Danny Wright
wrightandbakerlaw@sbcglobal.net

FROM: Tom Overbey

RE: WG LAND LIMITED PARTNERSHIP vs. City of Johnson
Washington Circuit No. CV 2009-2781-6

DATE: November 10, 2009

We have had discussions regarding resolving this matter but I was not sure that everything had ever been put down in one proposal. We know that you are confident in your side of the case, just as we are in ours. However, we wanted to communicate the proposal in writing to give everyone an opportunity to give resolution by agreement another chance before the case gets more and more involved for everyone. This discussion is not dependent on the results of the upcoming hearing. And this obviously would require approval from the appropriate officials of the City of Fayetteville and the City of Springdale and the other landowners.

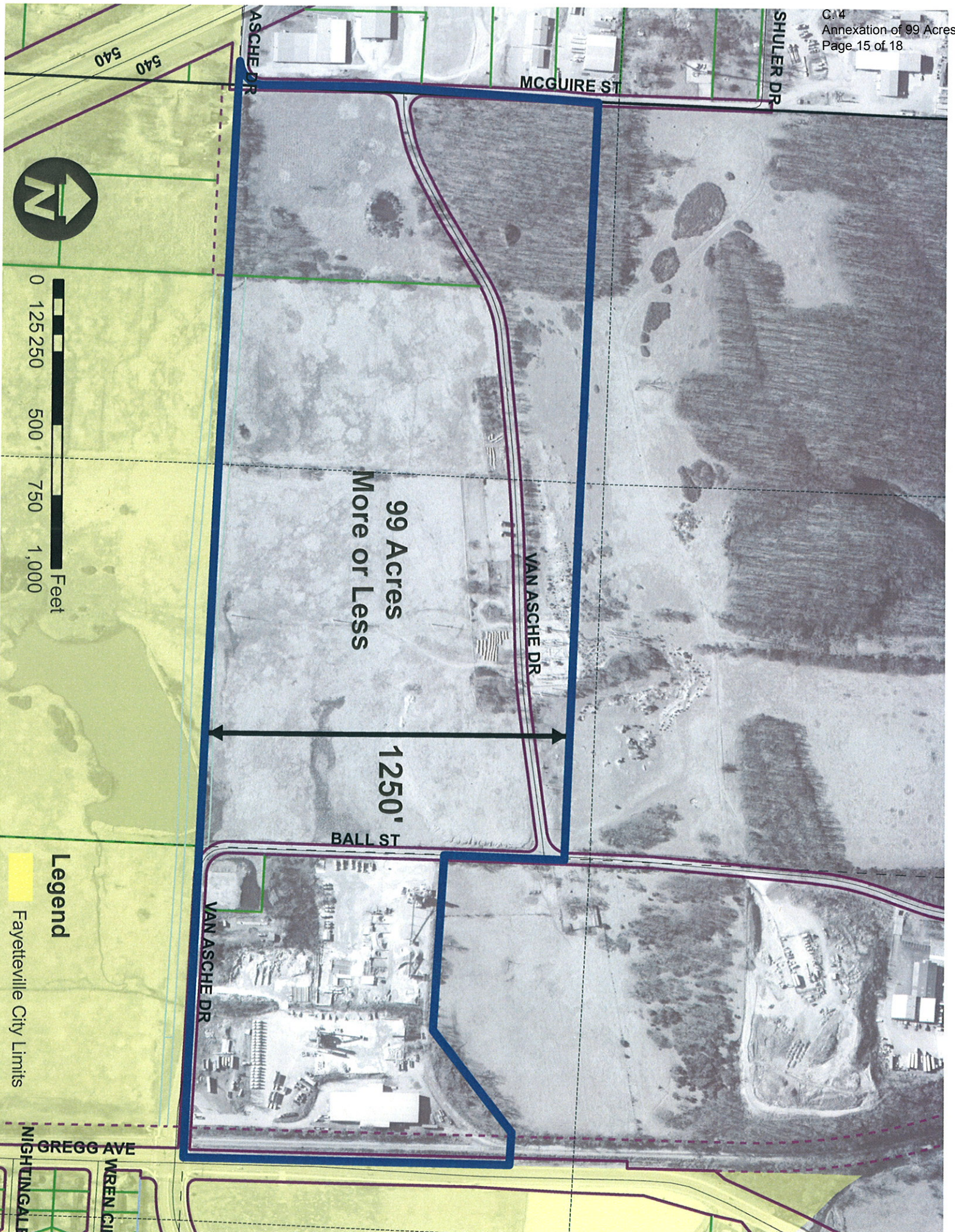
There seems to be many reasons for the City of Johnson to favorably consider the proposal. The City of Johnson would not have to worry about water or sewer issues again for these areas. Other landowners would not be able to seek deannexation based on lack of these services. It may not even be possible for the City of Johnson to provide the necessary fire protection water services in this service area. The sewer service is even more problematic with the phosphorous limits now being imposed for all sewer facilities in the Illinois River watershed. There are difficult and expensive technical issues in providing sewer service that would meet the current standards. If representatives of Oklahoma interests opposed the City of Johnson in a permitting process, approval would be even more problematic. The City of Fayetteville has the sewer capacity to add these areas and will be dealing with the standards issue for its sewer plants already.

We would be available to meet with you on this proposal as needed.

cc: John Eldridge

PROPOSAL

1. The land of WG Land Company and David McClinton south of the line drawn on the attached map would be brought into the City of Fayetteville.
2. The land between Ball Street and Gregg Avenue owned by APAC, Tune, and the one acre on the corner previously used as an electrical substation drawn on the attached map would be brought into the City of Fayetteville.
3. The City of Fayetteville would enter into a formal agreement with the City of Johnson with respect to sewer services for all land included in the city limits of the City of Johnson south of Clear Creek. This would clearly divide all sewer service between the City of Fayetteville and the City of Springdale to serve these areas.
4. In addition, there would be a contract with respect to a higher level of water service than is currently being provided by the City of Fayetteville to the City of Johnson for the water service area allocated to the City of Fayetteville by the Beaver Water District.
5. Sewer and water would be provided and billed by same entity – City of Fayetteville or City of Springdale based on the division along Clear Creek.
6. These actions would be taken under ACA §14-40-2101.
7. The City of Fayetteville would pass a resolution to not accept other land from the City of Johnson territory unless the City of Johnson consented.
8. The City of Johnson would publicly endorse the proposed settlement before being brought before the council for the City of Fayetteville.



WRIGHT & BAKER
PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW
DANIEL WRIGHT
JOHN BARRY BAKER

C. 4
Annexation of 99 Acres
Page 16 of 18
130-C NORTH COLLEGE
FAYETTEVILLE, ARKANSAS 72701
(479) 521-5337
(479) 521-3627 FACSIMILE

OFFICE MANAGER
ANN BAKER

January 13, 2010

Hon. Tom Overbey
OVERBEY, GRAHAM, STRIGEL &
WESTBROOK, PLC
211 North College Avenue
Fayetteville, AR 72701-4238

Re: WG Land Company Limited
Partnership v. City of Johnson,
Arkansas, Washington County
CIV-2009-2781-6

Dear Tom:

The Johnson City Council voted 6-0 last night to authorize Tom Kieklak and myself to negotiate with representatives of WG Land Company and/or the City of Fayetteville in an effort to settle this matter.

The motion acknowledged the willingness of the Council to agree to the deannexation of lands from Johnson in the process. Mr. Kieklak and I have spent time with the Mayor and want to proceed as quickly as it can be arranged.

In light of ongoing discovery and Judge Lindsay's setting the matter for trial there are procedural issues that need to be resolved—should Tom take those up with you or deal directly with Mr. Eldridge? That needs to be done somewhat promptly I assume.

I trust your associate who attended last night's meeting has already given you a report but I wanted to advise you personally since you were so gracious about the delay due to Mayor Barron's surgery. Thank you for that courtesy.

Sincerely,



Daniel Wright
DW/km

PC: Mayor Lonnie Barron
Thomas Kieklak

A RESOLUTION EXPRESSING THE INTENT AND DESIRE OF THE JOHNSON CITY COUNCIL TO ENTER INTO AGREEMENT WITH THE CITY OF FAYETTEVILLE FOR WATER AND SEWER SERVICES TO SOUTH JOHNSON AND WHEREBY A PORTION OF SOUTH JOHNSON WILL BE DEANNEXED FROM JOHNSON AND ANNEXED TO THE CITY OF FAYETTEVILLE AND WHEREBY THE CITIES OF JOHNSON AND FAYETTEVILLE AGREE TO ONLY ALLOW FUTURE ANNEXATION OF LANDS FORMERLY WITHIN THE OTHER CITY WITH CONSENT AND APPROVAL OF CITY COUNCIL OF THE OTHER CITY.

WHEREAS, one or more property owners of lands in south Johnson desire to deannex from the City of Johnson and annex into the City of Fayetteville.

WHEREAS, one of those property owners has filed a lawsuit seeking to have the Court declare their right to deannex from Johnson and annex into Fayetteville.

WHEREAS, the City of Johnson desires to negotiate and enter into a contract with the City of Fayetteville whereby Fayetteville would provide potable water and sanitary sewer services to the area of Johnson south of Clear Creek in accordance with the agreement between the City of Fayetteville and Beaver Water District.

WHEREAS, the City of Johnson, the City of Fayetteville and the parties to the aforementioned lawsuit all desire to resolve these issues by compromise and agreement.

BE IT RESOLVED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS, That:

Section 1: That the City Council intends to authorize, by ordinance or otherwise, to allow approximately 99 acres of land to deannex from the City of Johnson and annex into the City of Fayetteville pursuant to the attached map.

Section 2: That concurrent with the foregoing, the City shall enter into a contract for the City of Fayetteville to provide potable water (for household and municipal uses) along with sanitary sewer services to residents, citizens and developers in Johnson where the property lies south of Clear Creek (excepting those areas served by Springdale) with development/infrastructure requirements substantially in accord with similar utility uses in Fayetteville and rates equivalent with other non resident Fayetteville customers in Johnson.

Section 3: That Johnson will enter into an agreement, by ordinance or otherwise, which will provide that neither Johnson nor Fayetteville will hereafter accept a request/petition for annexation of lands that were formerly within the city limits of the other city unless the City Council of both cities are in agreement with the process and procedure.

Section 4: That the aforementioned deannexation/annexation process will result in an easily discernable boundary between Johnson and Fayetteville, and that wherever that boundary involves a public street clear responsibility for police patrol, maintenance and repair of such street shall be set forth.

Section 5: That an agreement shall be prepared and executed between the City of Johnson and the City of Fayetteville which provides that emergency response by the Johnson police and fire departments shall be allowed to run in emergency mode across existing and future streets and ways within Fayetteville which connect Gregg Street/Ball Street to Maguire Street.

Section 6: The Council will consider entering into an agreement with Fayetteville to provide for a sale of certain land which was acquired from David McClinton in an action for eminent domain in 2009(same and except any portion lying in the right of way of Maguire Street) for the price paid by the City of Johnson; at the time of the deannexation/annexation process the City of Johnson agrees to accept a one-time payment from Fayetteville of \$35,000.00 to offset the loss of future sales tax revenues in the subject area.

Section 7: That at such time as Fayetteville extends Van Asche from Gregg Street west to Hwy. 112, the City of Johnson will cooperate with Fayetteville concerning the necessary right of way within the City of Johnson from Maguire Street to Hwy. 112.

PASSED AND APPROVED this ____ day of March, 2010.

LONNIE BARRON, Mayor

JENNIFER ALLEN, Recorder-Treasurer

Added at
Agenda Session
3/9/10

AGENDA REQUEST

FOR: COUNCIL MEETING OF MARCH 16, 2010

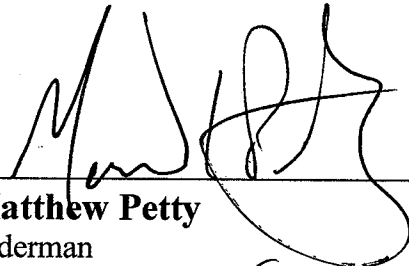
FROM:

ALDERMAN MATTHEW PETTY

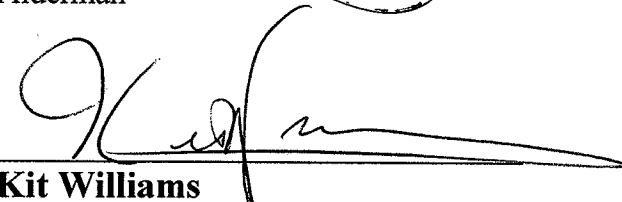
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §35.40 Of The Fayetteville Code To Require Organizers Of Festivals Using Public Property For Over Two Days To Ensure Its Vendors Will Comply With Health And Tax Laws And To Publicly Account For Revenues Received And Expenses Paid

APPROVED FOR AGENDA:


Matthew Petty
Alderman

3-3-2010
Date


Kit Williams
City Attorney (as to form)

3-6-10
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §35.40 OF THE FAYETTEVILLE CODE TO REQUIRE ORGANIZERS OF FESTIVALS USING PUBLIC PROPERTY FOR OVER TWO DAYS TO ENSURE ITS VENDORS WILL COMPLY WITH HEALTH AND TAX LAWS AND TO PUBLICLY ACCOUNT FOR REVENUES RECEIVED AND EXPENSES PAID

WHEREAS, organizers of festivals permitted by the City of Fayetteville which use city property (parking lots, streets, etc.) for more than a two day period should ensure that their authorized vendors have all necessary health permits and remit required taxes for food and goods sold during the festival; and

WHEREAS, organizers of festivals which are allowed to use public property for their festivals for over two days should disclose and account publicly for all revenues received and expenses paid (including sources and recipients) related to the festivals.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals the title of §35.40 and paragraphs (A), (B) and (C) in their entirety and enacts a new title and subsections (A), (B), (C) and (F) as shown below:

“§35.40 Enforcement of Tax Law and Code Compliance for Outdoor Vendors During Festivals Using City Property for More Than Two Days.

“(A) During any city permitted festival using city property for more than two days, the organizer/permittee of the festival shall ensure that all outdoor vendors have all necessary health permits and zoning compliance permits prior to issuing its permit to allow the vendor to operate.

- “(B) The organizer/permittee shall ensure all of its authorized outdoor vendors conspicuously display its authorizing permit during all hours of operation.
- “(C) The organizer/permittee of the festival shall ensure that each authorized vendor remits all required sales and use taxes at the end of each day’s operation and shall remove its authorizing permit from any vendor who fails to timely and completely remit these taxes.
- “(F) In order to be allowed to utilize public property (parking lots, streets, etc.) and receive a special events permit, the festival organizer/permittee shall publicly reveal and account for all sources and amounts of revenues received by the festival, the organizer/permittee, any committee, corporation or other entity related to the festival and all expenses paid by the festival organizer/permittee or other entity related to the festival to all recipients including the amount paid to each such recipient for revenues related to the festival.”

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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
Sondra Smith, City Clerk

CC: **Don Marr**, Chief of Staff
David Jurgens, Utilities Director

FROM: **Kit Williams**, City Attorney

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

DATE: **March 11, 2010**

RE: **City of Johnson Resolution No. 2010-4**

Attached please find the Passed, Approved and Signed Resolution from the City of Johnson expressing its intent to detach 99 acres and enter into water and sewer contracts with us. This was passed unanimously on March 9, 2010.

If the Fayetteville City Council passes its Resolution of Intent similar to Johnson's, then I will begin working with Johnson City Attorney Danny Wright on the agreements and detachment/annexation ordinances necessary to carry out your Resolution. I will consult frequently with Mayor Jordan to ensure he is satisfied with the terms of any agreement before anything will be presented for your consideration. I will also work with David Jurgens in the drafting of the water and sewer contracts.

If you have any questions, please do not hesitate to ask me.

RESOLUTION NO. 2010-4

A RESOLUTION EXPRESSING THE INTENT AND DESIRE OF THE JOHNSON CITY COUNCIL TO ENTER INTO AGREEMENT WITH THE CITY OF FAYETTEVILLE FOR WATER AND SEWER SERVICES TO SOUTH JOHNSON AND WHEREBY A PORTION OF SOUTH JOHNSON WILL BE DEANNEXED FROM JOHNSON AND ANNEXED TO THE CITY OF FAYETTEVILLE AND WHEREBY THE CITIES OF JOHNSON AND FAYETTEVILLE AGREE TO ONLY ALLOW FUTURE ANNEXATION OF LANDS FORMERLY WITHIN THE OTHER CITY WITH CONSENT AND APPROVAL OF CITY COUNCIL OF THE OTHER CITY.

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Section 3: That Johnson will enter into an agreement, by ordinance or otherwise, which will provide that neither Johnson nor Fayetteville will hereafter accept a request/petition

for annexation of lands that were formerly within the city limits of the other city unless the City Council of both cities are in agreement with the process and procedure.

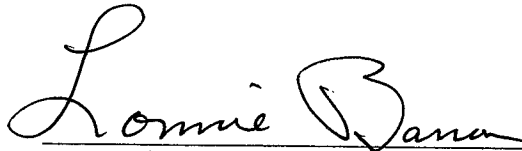
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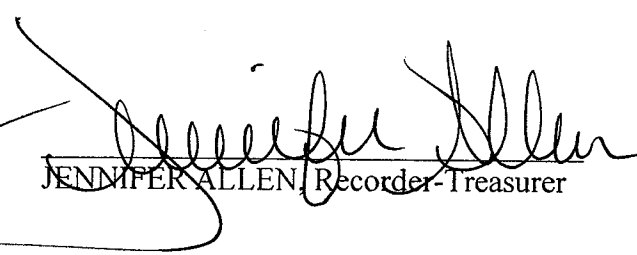
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Section 7: That at such time as Fayetteville extends Van Asche from Gregg Street west to Hwy. 112, the City of Johnson will cooperate with Fayetteville concerning the necessary right of way within the City of Johnson from Maguire Street to Hwy. 112.

PASSED AND APPROVED this 9th day of March, 2010.


LONNIE BARRON, Mayor


JENNIFER ALLEN, Recorder-Treasurer

EXHIBIT

A

tabbles

99 Acres
More or Less

1250'

W. VAN ASCHÉ DR.



Legend

Fayetteville City Limits

W. VAN ASCHÉ DR.
PREGO AVE
HIGHWAY

SHULER DR

McGUIRE ST

VAN ASCHÉ

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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 March 16, 2010

A meeting of the Fayetteville City Council will be held on March 16, 2010 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:

1. Sales Tax Update (December) – Paul Becker
2. 2009 Ice Storm Report – Paul Becker

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the March 2, 2010 City Council meeting minutes.

2. **Preferred Office Products, Inc.:** A resolution approving a contract with Preferred Office Products, Inc. for the purchase through the current state procurement contract of five copiers in the total amount of \$73,033.00.
3. **Goodwin & Goodwin, Inc. Bid #10-18:** A resolution awarding Bid #10-18 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line, and approving a project contingency of \$45,000.00.
4. **Redford Construction, Inc. Bid #10-19:** A resolution awarding Bid #10-19 and approving a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue force main sewer line, and approving a project contingency of \$90,000.00.

B. Unfinished Business: None

C. New Business:

1. **Amend Chapter 114.03 First Thursday Fayetteville:** An ordinance to amend the Code of Fayetteville by enacting §114.03 First Thursday Fayetteville to authorize the Fayetteville Convention and Visitors Bureau to control the public parking spaces on both sides of East Street on the square and to close East Street to traffic from 4:00 p.m. until 10:00 p.m. on the first Thursday of the month.
2. **Amend Chapter 114.02 Farmers' Market:** An ordinance to amend §114.02 Farmers' Market by allowing an extra hour of operation (until 2:00 p.m.) on Saturdays and to allow operation from 4:00 p.m. until dark during First Thursday Events.
3. **ADM 09-3413 Amend Title XV (Hillside/Hilltop Overlay District):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 167: Tree Preservation and Protection, Chapter 169: Grading Plan Submittal and Chapter 173: Building Regulations in order to strengthen the provisions of the Hillside/Hilltop Overlay District Regulations.

Announcements:

1. **City Council Tour: March 15, 2010**

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

A. 2
Preferred Office Products, Inc.
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

3/16/2010

City Council Meeting Date
Agenda Items Only

Peggy Vice
Submitted By

Purchasing
Division

Finance & Internal Services
Department

Action Required:

Approval to purchase five copiers in the amount of \$73,033 from the State of Arkansas Canon Copier Contract. The vendor is Preferred Office Products Inc. of Fayetteville, AR. They are currently the City's copier maintenance contract provider.

\$ 73,033.00
Cost of this request

\$ 161,347.00
Category / Project Budget

Replacement/ Copiers
Program Category / Project Name

4270-9270-5801.00
Account Number

\$ 14,517.00
Funds Used to Date

Replacement Copier Funds
Program / Project Category Name

04038.1
Project Number

\$ 146,830.00
Remaining Balance

Replacement Fund
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Paul A. Behn 2-17-2010
Department Director Date

Previous Ordinance or Resolution #

[Signature] 2-18-10
City Attorney Date

Original Contract Date:

Original Contract Number:

Paul A. Behn 2-18-2010
Finance and Internal Services Director Date

Received in City
Clerk's Office

ENTERED
2-17-10 Kim J

[Signature] 2-19-10
Chief of Staff Date

Received in
Mayor's Office

ENTERED
2/18/10 [Signature]

[Signature] 2/19/10
Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan & City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manager *PVice*

Date: February 17, 2010

Subject: Replacement Copiers

PROPOSAL:

In 2003, the City began evaluating copiers available on the competitively bid State of Arkansas Copier Contract. Several brands were evaluated for a month each and resulted in the City selecting Canon, as the copier that best fit the City's needs.

Since consolidation, Canon copiers have provided the City with an outstanding life span and productivity, now replacing copiers every 6 or 7 years as opposed to the pre-consolidated life span of 4 or less years. By having copiers consolidated, the City pays only for the copies made, which are billed at a low flat rate. The consolidation has been extremely successful and has resulted in saving thousands of dollars over what the City was paying. Savings over the last six years are estimated at \$75,000 to \$100,000 in maintenance costs alone, due to going with a flat rate maintenance program.

Occasionally we must replace a copier for a division where volume has outgrown their machine. We then transfer the used machine to another division where a lower monthly volume is expected. This allows them to reduce or eliminate the number of copies made on small inkjet printers or fax machines. Costs per copy for small inkjet printers and fax machines are three to four times the cost of utilizing the City's Canon copier program. This process has allowed the City to reduce copy expense, eliminate most small printers and fax machines, and keep the number of copiers and replacement printers we have had to purchase to a bare minimum. Because most all employees are familiar with Canon copiers, there is very little or no training needed thus increasing productivity.

Reasons we recommend Canon copiers are:

- Minimum maintenance service cost. This has saved the City thousands of dollars.
- Virtually eliminated the purchase of small fax machines and printers which have extremely expensive toner costs.
- Free E-Copy Desktop software that allows staff to edit PDF documents without purchasing Adobe Acrobat Professional at a cost of up to \$150 for each user. There are 400 E-Copy software licenses available to the City that came with the purchase of Canon copiers.
- Decreased need to purchase special scanners to be used with the document imaging system.
- Savings on paper with more availability for 2-sided printing.

- All the same copier platforms allow efficient use for users that need to make copies when they are in other departments.
- Printer, scanner, fax and copier capability all in one machine.
- Ability to fax from a user's desktop eliminating the need to leave their workstation.
- Canon software for reading all the meters automatically. (Already owned by the City)
- Scans both sides of a document with a single pass, saving staff time and reducing wear and tear on the machine.
- Scanning to email has eliminated the need to make paper copies.
- Reduced staff time spent by Purchasing and IT by working with one vendor.
- Increased staff productivity with digital technology and reduced equipment downtime.
- Faster and fuller range of printing solutions.
- Allows scanning of documents to a mailbox to pull up and print later. Allows the ability to print on demand instead of storing paper copies.
- Free training on E-Copy software, training on use of copiers and review of office work flow provided at no charge by Preferred Office Products.

RECOMMENDATION:

Approve the purchase of five Canon copiers from Preferred Office Products who has the State of Arkansas Canon Copier Contract in the amount of \$66,849.00 total for all five units plus sales tax of \$6,183.53 for a grand total of \$73,032.53.

BUDGET IMPACT:

Copiers are budgeted in the copier replacement account. Divisions are charged by the copy for the actual number of copies they make each month. The maintenance service program we have with Preferred Office Products requires no minimum contract. Each division pays only for the copies they make.

The charge for a black and white copy is .026/copy. This per copy charge is to pay for the City's maintenance contract to Preferred Office Products, toner, staples, paper and a small amount to fund our replacement account. At the beginning of each month the prior month copier readings are read automatically by use of the Canon software and a journal entry is created that charges each division for the amount of copies they have made for that month.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH
PREFERRED OFFICE PRODUCTS INC. FOR THE
PURCHASE, THROUGH THE CURRENT STATE
PROCUREMENT CONTRACT, OF FIVE COPIERS IN THE
TOTAL AMOUNT OF \$73,033.00

**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, through the current state procurement contract, of five (5) copiers from Preferred
Office Products Inc. in the total amount of \$73,033.00.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



*Serving Northwest Arkansas
Since 1968*

Quotation

"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. **Engineering**

Date: **January 27, 2010**

Expiration Date: **February 26, 2010**

Qty.	Equipment	Product Number	State Contract Pricing	Total
1	Canon imageRUNNER 3235i Copier w/ADF		\$5,793.00	\$5,793.00
1	Cassette Feeding Unit-Y3		\$908.00	\$908.00
1	Finisher-S1		\$897.00	\$897.00
1	Puncher Unit-R1 (option for Finisher-S1)		\$403.00	\$403.00
1	Universal Send Advanced Feature Set-B1	Included	\$0.00	\$0.00
1	Universal Send Security Feature Set-B1	Included	\$0.00	\$0.00
1	Super G3 Fax Board-AC1		\$650.00	\$650.00
			Subtotal	\$8,651.00
			Total Investment	\$8,651.00
PLUS APPLICABLE TAX				

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

QUOTATION ACCEPTED

BY: _____

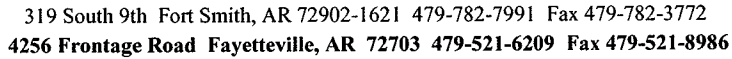
DATE: _____

Scott Fromm / Sales Manager

Notes

Plus Applicable Taxes

Preferred Office Products, Inc.
Page 7 of 10



Plus Applicable Taxes

City of Fayetteville Staff Review Form

A. 3
 Goodwin & Goodwin, Inc.
 Bid #10-18
 Page 1 of 36

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

3/16/2010

City Council Meeting Date
 Agenda Items Only

David Jurgens

Submitted By

Utilities Capital Projects

Division

Utilities

Department

Action Required:

Approval of a construction contract with Goodwin and Goodwin, Inc. for \$433,005.00, for construction of the Broyles Avenue gravity line and approval of a 10% contingency of \$45,000.00, WSIP Subproject WL-13, Bid 10-18.

\$ 478,005
 Cost of this request

\$ 2,000,017
 Category / Project Budget

Wastewater Impact Fee Improvement
 Program Category / Project Name

5400-5700-5315.00
 Account Number

Funds Used to Date

Wastewater Impact Fee Improvement
 -Program / Project Category Name

10020-0100
 Project Number

\$ 2,000,017
 Remaining Balance

Water/Sewer
 Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature]
 Department Director

26 Feb 10
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

3-1-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Belm
 Finance and Internal Services Director

3-1-2010
 Date

Received in City
 Clerk's Office

ENTERED
 2/26/10

[Signature]

[Signature]
 Chief of Staff

3-1-2010
 Date

Received in
 Mayor's Office

ENTERED
 3/1/10

[Signature]

[Signature]
 Mayor

3/1/10
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: February 26, 2010

Subject: Approval of construction contract with Goodwin and Goodwin, Inc. for \$433,005, for construction of the Broyles Ave gravity line and a 10% contingency of \$45,000, WSIP Subproject WL-13, Bid 10-18

RECOMMENDATION

City Administration recommends approval of a construction contract with Goodwin and Goodwin, Inc. for \$433,005.00, for construction of the Broyles Avenue gravity line and approval of a 10% contingency of \$45,000.00, WSIP Subproject WL-13, Bid 10-18.

BACKGROUND

The Contract provides for the construction of approximately 3,211 linear feet of 15" to 18" gravity line, flowing along Owl Creek, Persimmon Road, and Broyles Avenue to the new lift station at the intersection of Broyles Avenue and Persimmon Road.

DISCUSSION

The City received 5 bids on February 24th for this project.

Goodwin and Goodwin, Inc.	\$ 433,005.00 (low bid)
Redford Construction, Inc.	\$ 529,120.00
Garney Companies, Inc.	\$ 529,825.00
Dean Crowder Construction, Inc.	\$ 569,877.66
T-G Excavating, Inc.	\$ 755,555.00
Engineer's Estimate	\$ 727,094.50

The bid has been reviewed by the RJN Group, the Engineers; their letter recommending award is attached. Goodwin and Goodwin successfully completed several City projects, including WSIP Subproject WL-9. Their performance has been very good.

BUDGET IMPACT

Funds are available in the impact fees budget.

February 25, 2010

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

Subject: Bid #10-18 Unit 1 WL-13 – Broyles Road Gravity Main and
Bid #10-19 Unit 2 WL-14 – Broyles Road Force Main
City of Fayetteville, Arkansas

Dear Mr. Jurgens:

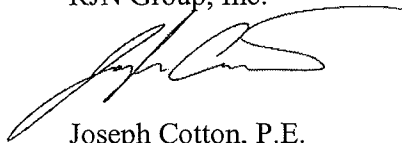
Five contractors submitted bids for Unit 1 (WL-13) and four contractors submitted bids for Unit 2 (WL-14). Attached please find the bid tabulations for both units. Goodwin and Goodwin, Inc. is the low bidder for Unit 1 for a total construction cost of \$433,005.00. Redford Construction, Inc. is the low bidder for Unit 2 for a total construction cost of \$893,640.00. We have checked their references and find that they have performed well in the past on similar projects.

We recommend the City of Fayetteville enter into a contract with and Goodwin and Goodwin, Inc. and Redford Construction, Inc.. for the construction of the above referenced projects.

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

Very truly yours,

RJN Group, Inc.



Joseph Cotton, P.E.
Project Manager

Project File: 18-1875-03
Enclosure

SUMMARY SHEET
FAYETTEVILLE WASTEWATER SYSTEM IMPROVEMENT PROJECT

CONTRACTOR	ADDENDUM 1 ACKNOWLEDGMENT	BID BOND (Y OR N)	AMOUNT OF BID
UNIT 1			
Goodwin & Goodwin, Inc.	Y	Y	\$433,005.00
Redford Construction, Inc.	Y	Y	\$529,120.00
Garney Companies, Inc.	Y	Y	\$529,825.00
Dean Crowder Construction, Inc.	Y	Y	\$569,877.66
T-G Excavating, Inc.	Y	Y	\$755,555.00

CONTRACTOR	ADDENDUM 1 ACKNOWLEDGMENT	BID BOND (Y OR N)	AMOUNT OF BID
UNIT 2			
Redford Construction, Inc.	Y	Y	\$893,640.00
Garney Companies, Inc.	Y	Y	\$983,040.00
Goodwin & Goodwin, Inc.	Y	Y	\$1,037,537.50
Dean Crowder Construction, Inc.	Y	Y	\$1,289,576.80

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #10-18 AND APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$433,005.00 FOR CONSTRUCTION OF THE BROYLES AVENUE GRAVITY SEWER LINE, AND APPROVING A PROJECT CONTINGENCY OF \$45,000.00

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 awards bid #10-18 and approves a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$45,000.00.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

DOCUMENT 00500 – AGREEMENT

**BETWEEN THE CITY OF FAYETTEVILLE AND
GOODWIN & GOODWIN, INC.**

Project Name: Wastewater System Improvement Project

Contract Name: Broyles Road Gravity Main (WL-13)

Contract No.: WSIP BID # 10-18

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2010
by and between the CITY OF FAYETTEVILLE (hereinafter called the CITY OF
FAYETTEVILLE) and GOODWIN & GOODWIN, INC. (hereinafter called
GOODWIN & GOODWIN, INC.).

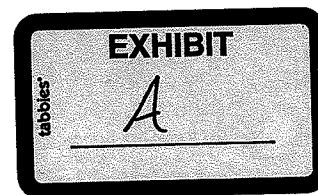
ARTICLE 1 - WORK

1.01 GOODWIN & GOODWIN, INC. shall complete all Work as specified or indicated in
the Contract Documents. The Work under this Contract is generally described as
follows:

The Contract provides for the construction of approximately 3,211 linear feet of
gravity sewer main, 15 through 18 inches in diameter (2,133 feet of 18", 1,078 feet of
15"), 1 new 4 foot diameter drop manhole, and remove and replace 10 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 70 linear feet of
30 inch encasement, and 145 linear feet of concrete encasement by open cut.
Additional items include erosion control, bypass pumping, tree removal/protection,
creek, road, and highway crossings and related work, along Owl Creek, Persimmon
Road, and Broyles road in Fayetteville, Arkansas.

1.02 The Contract for which the Work under the Contract Documents may be the whole or
only a part is generally described as follows:

1. The CITY OF FAYETTEVILLE, Arkansas is undertaking a project to redirect
sewer flows from portions of the City in the Illinois River drainage basin to a
new wastewater treatment plant on the west side of the City of Fayetteville.



DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

- 2.01 The Contract has been designed by RJN GROUP, INC. RJN GROUP, INC. assumes all duties and responsibilities, and has the rights and authority assigned to RJN GROUP, INC. in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. For Unit 1 (gravity line) the Work will be Substantially Completed within one hundred eighty (180) consecutive calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS. Substantial completion shall mean all line work and manholes installed and tested according to the specifications outlined in Division 02, all surface restoration completed including but not limited to disturbed wetlands, fences, pavement, etc. The project shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within two hundred ten (210) consecutive calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. The CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC. recognize that time is of the essence of this Agreement and that the CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss

DOCUMENT 00500 – AGREEMENT (continued)

suffered by the CITY OF FAYETTEVILLE if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, the CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC. agree that as liquidated damages for delay (but not as a penalty) GOODWIN & GOODWIN, INC. shall pay the CITY OF FAYETTEVILLE One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if GOODWIN & GOODWIN, INC. shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by the CITY OF FAYETTEVILLE, GOODWIN & GOODWIN, INC. shall pay the CITY OF FAYETTEVILLE One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and GOODWIN & GOODWIN, INC. agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and measurements and determinations of actual quantities and classifications are to be made by RJN GROUP, INC. as provided in the General Conditions.
- 4.03 The CITY OF FAYETTEVILLE shall pay GOODWIN & GOODWIN, INC. for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

DOCUMENT 00500 – AGREEMENT (continued)

- A. For all Work, at the prices stated in GOODWIN & GOODWIN, INC.'s Bid, attached hereto as an Exhibit.
- 4.04 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. GOODWIN & GOODWIN, INC. shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of GOODWIN & GOODWIN, INC.'s Applications for Payment as recommended by RJN GROUP, INC. on or about the 20th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

- a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by RJN GROUP, INC. and if the character and progress of the Work have been satisfactory to the CITY OF FAYETTEVILLE and RJN GROUP, INC., the CITY OF FAYETTEVILLE on recommendation of RJN GROUP, INC. may determine that as long as the character and progress of the Work subsequently remain satisfactory to them a 5 percent retainage will be withheld on the remaining progress payments prior to Substantial Completion; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, the CITY OF FAYETTEVILLE shall pay an amount sufficient to increase total payments to GOODWIN & GOODWIN, INC. to 95% of the Contract Price (with the balance being retainage), less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, the CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by RJN GROUP, INC. and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - GOODWIN & GOODWIN, INC. 'S REPRESENTATIONS

6.01 In order to induce the CITY OF FAYETTEVILLE to enter into this Agreement, GOODWIN & GOODWIN, INC. makes the following representations:

- A. GOODWIN & GOODWIN, INC. has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. GOODWIN & GOODWIN, INC. 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. GOODWIN & GOODWIN, INC. 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. GOODWIN & GOODWIN, INC. 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. GOODWIN & GOODWIN, INC. acknowledges that the CITY OF FAYETTEVILLE and RJN GROUP, INC. do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. GOODWIN & GOODWIN, INC. has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and

DOCUMENT 00500 – AGREEMENT (continued)

furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by GOODWIN & GOODWIN, INC. and safety precautions and programs incident thereto.

- F. GOODWIN & GOODWIN, INC. does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. GOODWIN & GOODWIN, INC. is aware of the general nature of work to be performed by the CITY OF FAYETTEVILLE and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. GOODWIN & GOODWIN, INC. has correlated the information known to GOODWIN & GOODWIN, INC. information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. GOODWIN & GOODWIN, INC. has given RJN GROUP, INC. written notice of all conflicts, errors, ambiguities, or discrepancies that GOODWIN & GOODWIN, INC. has discovered in the Contract Documents and the written resolution thereof by RJN GROUP, INC. is acceptable to GOODWIN & GOODWIN, INC.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between the CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC.

concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. GOODWIN & GOODWIN, INC.'s Bid.
 - c. Documentation submitted by GOODWIN & GOODWIN, INC. prior to Notice of Award.
 - d. GOODWIN & GOODWIN, INC.'s Act of Assurance Form.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. MBE / WBE Compliance Evaluation Form.
6. Supplementary Conditions.
7. Labor-Related Regulations.
8. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

9. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

Broyles Road Gravity Main WL-13
10. Addendum number one
11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

- A. The CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC. each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC., who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

8.06 CONTROLLING LAW

- A. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

8.07 ARKANSAS FREEDOM OF INFORMATION ACT

- A. City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GOODWIN & GOODWIN, INC. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, the CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to the CITY OF FAYETTEVILLE, GOODWIN & GOODWIN, INC., and RJN GROUP, INC. All portions of the Contract Documents have been signed, initialed, or identified by the CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC.

GOODWIN & GOODWIN, INC.

CITY OF FAYETTEVILLE

Fayetteville, Arkansas

By: _____

By: _____

Title: _____

Title: Mayor

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

GOODWIN & GOODWIN, INC.

is a corporation, attach evidence of authority
to sign.)

END OF DOCUMENT 00500

DOCUMENT 00400 – BID FORM

Project Name: Wastewater System Improvement Project
Contract Name: Unit 1 - Broyles Road Gravity Main
Contract No.: WL-13
Bid No.: 10-18

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Goodwin & Goodwin - Inc

3503 Free Ferry Rd

FORT SMITH, AR 72903

ARTICLE 1 - BIDDER'S 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>1</u>	<u>Feb/10/2010</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.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress,

DOCUMENT 00400 - BID FORM (continued)

- 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:

Unit 1 Price Schedule:

UNIT 1 - Bid # 10-18 - WL-13 - BROYLES ROAD GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	LS	Mobilization (Not to Exceed 5% of All Other Contract Items) <u>Twenty Five Thousand</u> Dollars/LS Words	(\$ <u>20,000</u>)	(\$ <u>20,000⁰⁰</u>)
2.	3,100	LF	Site Preparation, Clearing and Grubbing <u>One Fifty</u> Dollars/LF Words	(\$ <u>1.50</u>)	(\$ <u>4650</u>)
3.	3,100	LF	Construction Staking <u>One Fifty</u> Dollars/LF Words	(\$ <u>1.50</u>)	(\$ <u>4650</u>)
4.	10	EA	48-Inch Dia. Std. Manhole, 0-6 Ft. Deep <u>Two thousand Six hundred</u> Dollars/EA Words	(\$ <u>2600</u>)	(\$ <u>26,000</u>)

DOCUMENT 00400 - BID FORM (continued)

UNIT 1 - Bid # 10-18 - WL-13 - BROYLES ROAD GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
5.	13	VF	48-Inch Dia. Manhole Extra Depth, Over 6 Ft. Deep <u>three hundred</u> Dollars/VF Words	(\$ <u>300</u>)	(\$ <u>3900⁰⁰</u>)
6.	1	EA	48-Inch Dia. Drop Manhole, 0-6 Ft. Deep <u>three thousand two hundred</u> Dollars/EA Words	(\$ <u>3200⁰⁰</u>)	(\$ <u>3200⁰⁰</u>)
7.	1	VF	48-Inch Dia. Drop Manhole, Extra Depth <u>three hundred twenty</u> Dollars/VF Words	(\$ <u>325</u>)	(\$ <u>325</u>)
8.	2,150	LF	18-Inch Gravity Sewer and Embedment <u>thirty six</u> Dollars/LF Words	(\$ <u>36⁰⁰</u>)	(\$ <u>77,400⁰⁰</u>)
9.	950	LF	15-Inch Gravity Sewer and Embedment <u>twenty nine</u> Dollars/LF Words	(\$ <u>29⁰⁰</u>)	(\$ <u>27,550⁰⁰</u>)
10.	2,960	LF	Trench Excavation and Backfill, 0-8 Ft. Depth <u>eighteen</u> Dollars/LF Words	(\$ <u>18⁰⁰</u>)	(\$ <u>53,280⁰⁰</u>)
11.	125	LF	Trench Excavation and Backfill, 8-12 Ft. Depth <u>twenty two</u> Dollars/LF Words	(\$ <u>22⁰⁰</u>)	(\$ <u>2750⁰⁰</u>)

DOCUMENT 00400 -BID FORM (continued)

UNIT 1 - Bid # 10-18 - WL-13 - BROYLES ROAD GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
12.	900	CY	Rock Excavation <u>One Dollar</u> Dollars/CY Words	(\$ <u>1.00</u>)	(\$ <u>900.00</u>)
13.	100	LF	Concrete Encasement <u>One Hundred</u> Dollars/LF Words	(\$ <u>100.00</u>)	(\$ <u>10000.00</u>)
14.	1	LS	Tree Protection and Pruning <u>One Thousand Five Hundred</u> Dollars/LS Words	(\$ <u>1500</u>)	(\$ <u>1500</u>)
15.	1	EA	Temporary Plug in New Sewer <u>Four Hundred</u> Dollars/EA Words	(\$ <u>400</u>)	(\$ <u>400</u>)
16.	8	EA	Trench Compaction Test <u>Two Hundred</u> Dollars/EA Words	(\$ <u>200.00</u>)	(\$ <u>1600.00</u>)
17.	3	EA	Clay Dam <u>Five Hundred</u> Dollars/EA Words	(\$ <u>500.00</u>)	(\$ <u>1500</u>)
18.	40	LF	36" Steel Encasement by Bore and Jack <u>Nine Hundred</u> Dollars/LF Words	(\$ <u>900.00</u>)	(\$ <u>36000.00</u>)

DOCUMENT 00400 – BID FORM (continued)

UNIT 1 – Bid # 10-18 - WL-13 - BROYLES ROAD GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
19.	1	LS	By-Pass Pumping <i>Twenty Eight Thousand</i> Words	Dollars/LS (\$ <i>28,000</i>)	(\$ <i>28,000</i>)
20.	1,650	SY	Seeding and Mulching <i>Two f.f.y</i> Words	Dollars/SY (\$ <i>2.50</i>)	(\$ <i>4125</i>)
21.	1	LS	Erosion Control <i>Eleven thousand</i> Words	Dollars/LS (\$ <i>11,000</i>)	(\$ <i>11,000⁰⁰</i>)
22.	3,100	LF	Trench Excavation and Safety System <i>THIRTY</i> Words	Dollars/LF (\$ <i>30⁰⁰</i>)	(\$ <i>93,000</i>)
23.	1	LS	Traffic Control <i>Eleven thousand</i> Words	Dollars/LS (\$ <i>1,000</i>)	(\$ <i>1,000</i>)
24.	3,100	LF	Surface Video Documentation <i>over Twenty Five cuts</i> Words	Dollars/LF (\$ <i>125⁰⁰</i>)	(\$ <i>3875⁰⁰</i>)
25.	2	EA	Pre-Construction Exploratory Excavation to Determine Limits for Rock Blasting <i>Eight thousand</i> Words	Dollars/LF (\$ <i>800</i>)	(\$ <i>1600⁰⁰</i>)

DOCUMENT 00400 - BID FORM (continued)

UNIT 1 - Bid # 10-18 - WL-13 - BROYLES ROAD GRAVITY MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
26.	2	EA	Service Connection <u>Nine Hundred</u> Dollars/EA Words	(\$ <u>900</u>)	(\$ <u>1800</u>)
27.	1	EA	10" Gate Valve <u>Three Thousand</u> Dollars/EA Words	(\$ <u>3000</u>)	(\$ <u>3,000</u>)

UNIT 1 TOTAL PRICE: Four Hundred ~~THIRTY~~ three thousand & five
 Dollars (\$ 433,005⁰⁰)

DOCUMENT 00400 - BID FORM (continued)

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
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 Twenty two THOUSAND Dollars (\$ 22,000).
 - 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:

Bryan Goodwin
3503 Free Ferry Rd
FT SMITH, AR 72903
Phone No. 479 - 651 - 7321
FAX No. 479 - 783 - 7555

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 Feb / 24, 2010

Arkansas State Contractor License No. 00169604-10

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: Goodwin & Goodwin Inc (SEAL)

State of Incorporation: ARKANSAS

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

By: Bryan Goodwin
(Signature - attach evidence of authority to sign)

Name (type or printed): Bryan Goodwin

Title: President

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 3503 Free Ferry Rd

FT SMITH, AR 72903

Phone No.: 479-651-7321 FAX No.: 479-783-7555

END OF DOCUMENT 00400 - UNIT 1

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:

Goodwin Goodwin Inc

SIGNATURE:

Bryan Goodwin

DATE:

2-24-2010

PRINTED NAME:

Bryan Goodwin

TITLE:

President

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, Broyles Road Gravity Main and Force Main, Contract No.: WL-13 / 14
2. Name of General Contractor: Goodwin & Goodwin Inc
3. MBE/WBE Firm: N/A
(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.
N/A

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).
Went to the ARK GOV web site Faxed out invite enclosed is list of subs
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)
ARK GOV web site
7. Describe steps taken to divide work items into small tasks in an effort to maximize MBE/WBE participation.
Broke job down to Asphalt Repair, Trucking, Sealing Traffic Control,
8. List reasons for rejecting a MBE/WBE that indicated a desire to participate and/or submitted bids.
NO Response NO Response, Firm mbe/wbe firms

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:

Signature:

Title/Date:

Goodwin & Goodwin Inc
Bryan Goodwin
Project 2-24-2010

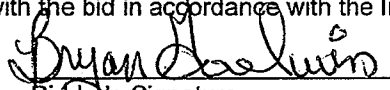
DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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 Broyles Road Gravity Main and Force Main, Contract No. WL-13 / 14, 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.

			Subcontractor's
			Percent of
<u>Subcontractor Work</u>	<u>Subcontractor's Name</u>	<u>License No.</u>	<u>Contract</u>
Excavation	_____	_____	_____
Manholes	_____	_____	_____
Bores	H-H	00918 2410	6%
Pavement Restoration	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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


 Bidder's Signature

END OF DOCUMENT 00430



Brown • Hiller • Clark & Associates

5500 Euper Lane

PO Box 3529

Ft. Smith, AR 72913 (479) 452-4000

www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Cincinnati Insurance Company
P. O. Box 145496
Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

as Obligor, hereinafter called the Obligor, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **WL-13 Broyles Road Gravity Main & WL-14, Broyles**
(Here insert full name, address and description of project)
Road Force Main, Fayetteville, AR

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

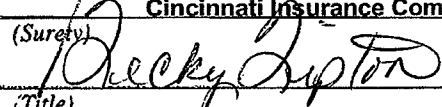
Signed and sealed this **24th** day of **February** **2010**


(Witness)

Goodwin & Goodwin, Inc.
(Principal) (Seal)

(Title)


(Witness)

Cincinnati Insurance Company
(Surety)

(Title) (Seal)
Becky Tipton, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark;

Janice A. Butler; Becky Tipton and/or Lynne Stinson

of Fort Smith, Arkansas

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

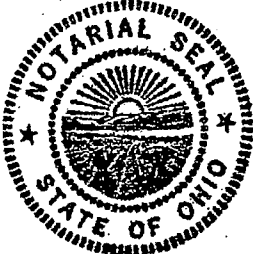


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 24th day of February 2010



BN-1005 (10/08)

Beggy J. Schlem
Secretary

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Project Name: Wastewater System Improvement Project
Contract Name: Broyles Road Gravity Main and Force Main
Contract No.: WSIP WL-13 / 14
Date: Feb - 24

SUBMITTED TO:

The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Goodwin - Goodwin, Inc
Name Bryan Goodwin
Address 3503 Free Ferry Rd FT SMITH, AR 72905

Principal Office _____

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor's License Number
00169604.10

EXPERIENCE STATEMENT

1. Qualification of Bidders
 - a. It is the intention of the City of Fayetteville to award a Contract only to a Bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.
 - b. Each Bidder shall submit with his Bid the executed Bidder's "Statement of Experience" form contained in this document. Each bidder shall also submit

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

documented evidence that he has, with his own forces, completed a minimum of three pipeline projects similar to this one with a construction cost of at least \$2,000,000 each during the past three years and one with a construction cost of at least \$3,500,000 in the past five years.

- c. The City of Fayetteville reserves the right to require the three lowest Bidders to file proof within seven (7) calendar days of the Bid opening of their ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement certified by a CPA for the last three years, a list of equipment owned by Bidder, a backlog of jobs under contract and amounts, and a record of successful completion of similar projects.

- d. The successful Bidder shall conform to the Rules and Regulations of Arkansas Department of Finance and Administration concerning nonresident contractor's notice and bond requirements.

- e. The successful Bidder must meet the statutorily prescribed requirements before Award of Contract by the City of Fayetteville.

- f. In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State statutes and the Rules and Regulations of the Arkansas Contractor's Licensing Board.

- g. All contracts shall be interpreted under Arkansas Law.

2. Bidder has been engaged as a General Contractor in construction for 30 years and has performed work of the nature and magnitude of this Contract for 30 years. Bidder has been in business under its present name for 17 years.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) This sheet shall be inserted directly after this page or otherwise securely fastened to the back of this page.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

5. Has Bidder ever failed to complete any project? If so, state when, where, and why.

None

6. Bidder normally performs the following work with his own forces:

Concrete, Asphalt, Pipe Laying

7. Construction experience of key individuals in the organization is as follows
(continued on attached sheets if needed):

Bryan Goodwin 30 yrs

Leo Love 45 yrs

Geard Davis 13 yrs

Lee Love 15 yrs

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent (NOTE: all insurance and bonding must be through a company whose agents are licensed to do business in the State of Arkansas):

Cincinnati Insurance

PO Box 145496

Cincinnati OH 45250-5496

9. Bidder's Workmen's Compensation Experience Modifier Factor is: 1.02

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

City of Fayetteville Staff Review Form

A. 4
 Redford Construction, Inc.
 Bid #10-19
 Page 1 of 38

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

3/16/2010

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities Capital Projects
 Division

Utilities
 Department

Action Required:

Approval of a construction contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main, WSIP Subproject WL-14, Bid 10-19, and approval of a 10% contingency of \$90,000.

\$ 983,640.00
 Cost of this request

\$ 2,000,017
 Category / Project Budget

Wastewater Impact Fee Improvement
 Program Category / Project Name

5400-5700-5315.00
 Account Number

\$ -
 Funds Used to Date

Wastewater Impact Fee Improvement
 Program / Project Category Name

10020-0200
 Project Number

\$ 2,000,017
 Remaining Balance

Water/Sewer
 Fund Name

Budgeted Item ☒ XX

Budget Adjustment Attached ☐

[Signature]
 Department Director 26 Feb 10
 Date

Previous Ordinance or Resolution # _____

[Signature]
 City Attorney 3-1-10
 Date

Original Contract Date: _____

Original Contract Number: _____

Paula Behn
 Finance and Internal Services Director 3-1-2010
 Date

Received in City Clerk's Office
 ENTERED 2/26/10 King

Jim Man
 Chief of Staff 3-1-2010
 Date

Received in Mayor's Office
 ENTERED 3/1/10

Donald Jordan
 Mayor 3/1/10
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: February 26, 2010

Subject: Approval of a contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main with a 10% contingency of \$90,000, WSIP Subproject WL-14, Bid 10-19

RECOMMENDATION

City Administration recommends approval of a construction contract with Redford Construction, Inc. for \$893,640, for construction of the Broyles Avenue force main, WSIP Subproject WL-14, Bid 10-19, and approval of a 10% contingency of \$90,000.

BACKGROUND

The Contract provides for the construction of approximately 8,190 linear feet of 12" force main and related work from the new lift station at the intersection of Broyles Avenue and Persimmon Road to the West Side Wastewater Treatment Plant.

DISCUSSION

The City received 4 bids on February 24th for this project.

Redford Construction, Inc.	\$ 893,640 (low bid)
Garney Companies, Inc.	\$ 983,040
Goodwin & Goodwin, Inc.	\$ 1,037,537.50
Dean Crowder Construction, Inc.	\$ 1,289,576.80
Engineer's Estimate	\$ 1,410,543.75

The bid has been reviewed by the RJN Group, the Engineers; their letter recommending award is attached. Redford construction successfully completed WSIP Subproject WL-10 for the Cities of Fayetteville and Farmington. Their work was very good.

BUDGET IMPACT

Funds are available in the sewer impact fees budget.

February 25, 2010

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

Subject: Bid #10-18 Unit 1 WL-13 – Broyles Road Gravity Main and
Bid #10-19 Unit 2 WL-14 – Broyles Road Force Main
City of Fayetteville, Arkansas

Dear Mr. Jurgens:

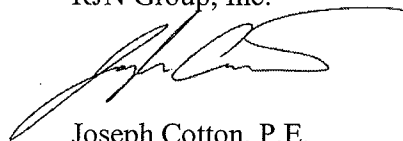
Five contractors submitted bids for Unit 1 (WL-13) and four contractors submitted bids for Unit 2 (WL-14). Attached please find the bid tabulations for both units. Goodwin and Goodwin, Inc. is the low bidder for Unit 1 for a total construction cost of \$433,005.00. Redford Construction, Inc. is the low bidder for Unit 2 for a total construction cost of \$893,640.00. We have checked their references and find that they have performed well in the past on similar projects.

We recommend the City of Fayetteville enter into a contract with and Goodwin and Goodwin, Inc. and Redford Construction, Inc.. for the construction of the above referenced projects.

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

Very truly yours,

RJN Group, Inc.



Joseph Cotton, P.E.
Project Manager

Project File: 18-1875-03
Enclosure

**SUMMARY SHEET
 FAYETTEVILLE WASTEWATER SYSTEM IMPROVEMENT PROJECT**

CONTRACTOR	ADDENDUM 1 ACKNOWLEDGMENT	BID BOND (Y OR N)	AMOUNT OF BID
UNIT 1			
Goodwin & Goodwin, Inc.	Y	Y	\$433,005.00
Redford Construction, Inc.	Y	Y	\$529,120.00
Garney Companies, Inc.	Y	Y	\$529,825.00
Dean Crowder Construction, Inc.	Y	Y	\$569,877.66
T-G Excavating, Inc.	Y	Y	\$755,555.00

CONTRACTOR	ADDENDUM 1 ACKNOWLEDGMENT	BID BOND (Y OR N)	AMOUNT OF BID
UNIT 2			
Redford Construction, Inc.	Y	Y	\$893,640.00
Garney Companies, Inc.	Y	Y	\$983,040.00
Goodwin & Goodwin, Inc.	Y	Y	\$1,037,537.50
Dean Crowder Construction, Inc.	Y	Y	\$1,289,576.80

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #10-19 AND APPROVING A CONTRACT WITH REDFORD CONSTRUCTION, INC. IN THE AMOUNT OF \$893,640.00 FOR CONSTRUCTION OF THE BROYLES AVENUE FORCE MAIN SEWER LINE, AND APPROVING A PROJECT CONTINGENCY OF \$90,000.00

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 awards bid #10-19 and approves a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue force main sewer line. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$90,000.00.

PASSED and APPROVED this 16th day of March, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

DOCUMENT 00500 – AGREEMENT

**BETWEEN THE CITY OF FAYETTEVILLE AND
REDFORD CONSTRUCTION, INC.**

Project Name: Wastewater System Improvement Project

Contract Name: Broyles Road Gravity Main (WL-14)

Contract No.: WSIP BID # 10-19

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2010
by and between the CITY OF FAYETTEVILLE (hereinafter called the CITY OF
FAYETTEVILLE) and REDFORD CONSTRUCTION, INC. (hereinafter called
REDFORD CONSTRUCTION, INC.).

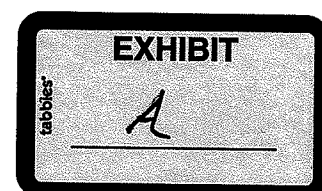
ARTICLE 1 - WORK

1.01 REDFORD CONSTRUCTION, INC. shall complete all Work as specified or
indicated in the Contract Documents. The Work under this Contract is generally
described as follows:

The Contract provides for the construction of approximately 8,190 linear feet of 12”
force main. The project will be mostly installed by open cut, with some areas of rock
excavation and 145 linear feet of concrete encasement by open cut. Additional items
include erosion control, bypass pumping, tree removal/protection, creek, road, and
highway crossings and related work, along Owl Creek , Persimmon Road, and
Broyles road in Fayetteville, Arkansas.

1.02 The Contract for which the Work under the Contract Documents may be the whole or
only a part is generally described as follows:

1. The CITY OF FAYETTEVILLE, Arkansas is undertaking a project to redirect
sewer flows from portions of the City in the Illinois River drainage basin to a
new wastewater treatment plant on the west side of the City of Fayetteville.



DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

- 2.01 The Contract has been designed by RJN GROUP, INC. RJN GROUP, INC. assumes all duties and responsibilities, and has the rights and authority assigned to RJN GROUP, INC. in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. For Unit 2 (force main) the Work will be Substantially Completed within three hundred (300) consecutive calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS. Substantial completion shall mean all line work and manholes installed and tested according to the specifications outlined in Division 02, all surface restoration completed including but not limited to disturbed wetlands, fences, pavement, etc. The project shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within three hundred thirty (330) consecutive calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. The CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC. recognize that time is of the essence of this Agreement and that the CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss

DOCUMENT 00500 – AGREEMENT (continued)

suffered by the CITY OF FAYETTEVILLE if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, the CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC. agree that as liquidated damages for delay (but not as a penalty) REDFORD CONSTRUCTION, INC. shall pay the CITY OF FAYETTEVILLE One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if REDFORD CONSTRUCTION, INC. shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by the CITY OF FAYETTEVILLE, REDFORD CONSTRUCTION, INC. shall pay the CITY OF FAYETTEVILLE One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and REDFORD CONSTRUCTION, INC. agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and measurements and determinations of actual quantities and classifications are to be made by RJN GROUP, INC. as provided in the General Conditions.
- 4.03 The CITY OF FAYETTEVILLE shall pay REDFORD CONSTRUCTION, INC. for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:
- A. For all Work, at the prices stated in REDFORD CONSTRUCTION, INC.'s

DOCUMENT 00500 – AGREEMENT (continued)

Bid, attached hereto as an Exhibit.

- 4.04 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. REDFORD CONSTRUCTION, INC. shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of REDFORD CONSTRUCTION, INC.'s Applications for Payment as recommended by RJN GROUP, INC. on or about the 20th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.
- a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by RJN GROUP,

DOCUMENT 00500 – AGREEMENT (continued)

INC. and if the character and progress of the Work have been satisfactory to the CITY OF FAYETTEVILLE and RJN GROUP, INC., the CITY OF FAYETTEVILLE on recommendation of RJN GROUP, INC. may determine that as long as the character and progress of the Work subsequently remain satisfactory to them a 5 percent retainage will be withheld on the remaining progress payments prior to Substantial Completion; and

- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

- 2. Upon Substantial Completion, the CITY OF FAYETTEVILLE shall pay an amount sufficient to increase total payments to REDFORD CONSTRUCTION, INC. to 95% of the Contract Price (with the balance being retainage), less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, the CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by RJN GROUP, INC. and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - REDFORD CONSTRUCTION, INC.'S REPRESENTATIONS

- 6.01 In order to induce the CITY OF FAYETTEVILLE to enter into this Agreement, REDFORD CONSTRUCTION, INC. makes the following representations:
- A. REDFORD CONSTRUCTION, INC. has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. REDFORD CONSTRUCTION, INC. 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. REDFORD CONSTRUCTION, INC. 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. REDFORD CONSTRUCTION, INC. 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. REDFORD CONSTRUCTION, INC. acknowledges that the CITY OF FAYETTEVILLE and RJN GROUP, INC. do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. REDFORD CONSTRUCTION, INC. has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and

DOCUMENT 00500 – AGREEMENT (continued)

furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by REDFORD CONSTRUCTION, INC. and safety precautions and programs incident thereto.

- F. REDFORD CONSTRUCTION, INC. does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. REDFORD CONSTRUCTION, INC. is aware of the general nature of work to be performed by the CITY OF FAYETTEVILLE and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. REDFORD CONSTRUCTION, INC. has correlated the information known to REDFORD CONSTRUCTION, INC., information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. REDFORD CONSTRUCTION, INC. has given RJN GROUP, INC. written notice of all conflicts, errors, ambiguities, or discrepancies that REDFORD CONSTRUCTION, INC. has discovered in the Contract Documents and the written resolution thereof by RJN GROUP, INC. is acceptable to REDFORD CONSTRUCTION, INC.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between the CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC. concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. REDFORD CONSTRUCTION, INC.'s Bid.
 - c. Documentation submitted by REDFORD CONSTRUCTION, INC. prior to Notice of Award.
 - d. REDFORD CONSTRUCTION, INC.'s Act of Assurance Form.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. MBE / WBE Compliance Evaluation Form.
6. Supplementary Conditions.
7. Labor-Related Regulations.
8. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

9. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

Broyles Road Force Main WL-14
10. Addendum number one
11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

- A. The CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC. each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC., who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

8.06 CONTROLLING LAW

- A. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

8.07 ARKANSAS FREEDOM OF INFORMATION ACT

- A. City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, REDFORD CONSTRUCTION, INC. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, the CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to the CITY OF FAYETTEVILLE, REDFORD CONSTRUCTION, INC., and RJN GROUP, INC. All portions of the Contract Documents have been signed, initialed, or identified by the CITY OF FAYETTEVILLE and REDFORD CONSTRUCTION, INC.

REDFORD CONSTRUCTION, INC.

CITY OF FAYETTEVILLE

By: _____

By: _____

Title: _____

Title: Mayor

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

REDFORD CONSTRUCTION, INC.

is a corporation, attach evidence of authority
to sign.)

END OF DOCUMENT 00500

DOCUMENT 00400 –BID FORM

Project Name: Wastewater System Improvement Project
Contract Name: Unit 2 - Broyles Road Force Main
Contract No.: WL-14
Bid No.: 10-19

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Redford Construction Inc
P.O. Box 1065
Raymore, MO 64083
816-331-9556

ARTICLE 1 - BIDDER'S 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>#1</u>	<u>FEBRUARY 10, 2010</u>
<u> </u>	<u> </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:

UNIT 2 Price Schedule:

UNIT 2 – Bid # 10-19 - WL-14 BROYLES ROAD FORCE MAIN BID SCHEDULE					
ITEM NUMBER	EST QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	LS	Mobilization (Not to Exceed 5% of All Other Contract Items) <i>Forty Three Thousand Five Dollars/LS</i> Words <i>Hundred : 10/100</i>	(\$ <i>43,500.00</i>)	(\$ <i>43,500.00</i>)
2.	5,250	LF	Site Preparation, Clearing and Grubbing <i>Ten : 10/100</i> Dollars/LF Words	(\$ <i>10.00</i>)	(\$ <i>52,500.00</i>)
3.	5,250	LF	Construction Staking <i>One : 10/100</i> Dollars/LF Words	(\$ <i>1.00</i>)	(\$ <i>5,250.00</i>)

DOCUMENT 00400 – BID FORM (continued)

UNIT 2 – Bid # 10-19 - WL-14 BROYLES ROAD FORCE MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
4.	6,450	LF	Trench Excavation and Backfill, 0-8 Ft. Depth <i>Two: 1/100</i> Dollars/LF Words	(\$ <u>2.00</u>)	(\$ <u>12,900.00</u>)
5.	1,750	LF	Trench Excavation and Backfill, 8-12 Ft. Depth <i>Four: 1/100</i> Dollars/LF Words	(\$ <u>4.00</u>)	(\$ <u>7,000.00</u>)
6.	950	CY	Rock Excavation <i>One Hundred Twenty: 1/100</i> Dollars/CY Words	(\$ <u>120.00</u>)	(\$ <u>114,000.00</u>)
7.	120	LF	Concrete Encasement <i>One Hundred 1/100</i> Dollars/LF Words	(\$ <u>100.00</u>)	(\$ <u>12,000.00</u>)
8.	1	LS	Tree Protection and Pruning <i>Twenty Five Hundred: 1/100</i> Dollars/LS Words	(\$ <u>2,500.00</u>)	(\$ <u>2,500.00</u>)
9.	8	EA	2" Stainless Steel Air Release / Vacuum Valve Combination Valve w/Carbon Filter <i>Five Thousand: 1/100</i> Dollars/EA Words	(\$ <u>5,000.00</u>)	(\$ <u>40,000.00</u>)

DOCUMENT 00400 – BID FORM (continued)

UNIT 2 – Bid # 10-19 - WL-14 BROYLES ROAD FORCE MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10.	8	EA	2" Stainless Steel Air Release / Vacuum Valve Combination Valve Vault <i>Twelve Hundred 1 1/2</i> Dollars/EA Words	(\$ <u>1,200.00</u>)	(\$ <u>9,600.00</u>)
11.	8	EA	Epoxy Coating of Air Release/Vacuum Combination Valve Vault <i>Twelve Hundred 1 1/2</i> Dollars/EA Words	(\$ <u>1,200.00</u>)	(\$ <u>9,600.00</u>)
12.	21	EA	Trench Compaction Test <i>Two Hundred 1 1/2</i> Dollars/EA Words	(\$ <u>200.00</u>)	(\$ <u>4,200.00</u>)
13.	20	SY	Remove and Replace Asphalt Paving <i>Two Hundred 1 1/2</i> Dollars/SY Words	(\$ <u>200.00</u>)	(\$ <u>4,000.00</u>)
14.	30	SY	Remove and Replace Concrete Paving <i>One Hundred THIRTY 1 1/2</i> Dollars/SY Words	(\$ <u>130.00</u>)	(\$ <u>3,900.00</u>)
15.	5,000	SY	Seeding and Mulching <i>THREE 1 1/2</i> Dollars/SY Words	(\$ <u>3.00</u>)	(\$ <u>15,000.00</u>)
16.	1	LS	Erosion Control <i>Twenty-Four Thousand FIVE Hundred 1 1/2</i> Dollars/LS Words	(\$ <u>24,500.00</u>)	(\$ <u>24,500.00</u>)

DOCUMENT 00400 - BID FORM (continued)

UNIT 2 - Bid # 10-19 - WL-14 BROYLES ROAD FORCE MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
17.	8,200	LF	Trench Excavation and Safety System <i>Zero : 50/100</i> Dollars/LF Words	(\$ <i>0.50</i>)	(\$ <i>4,100.00</i>)
18.	1	LS	Traffic Control <i>Fourteen Hundred : 1/100</i> Dollars/LS Words	(\$ <i>1,500.00</i>)	(\$ <i>1,500.00</i>)
19.	5,250	LF	Surface Video Documentation <i>One : 1/100</i> Dollars/LF Words	(\$ <i>1.00</i>)	(\$ <i>5,250.00</i>)
20.	4	EA	Pre-Construction Exploratory Excavation to Determine Limits for Rock Blasting <i>Four Hundred Fifty : 1/100</i> Dollars/LF Words	(\$ <i>450.00</i>)	(\$ <i>1,800.00</i>)
21.	2	EA	Permanent Plug in Existing Sewer <i>Three Hundred : 1/100</i> Dollars/EA Words	<i>\$300.00</i>	<i>\$600.00</i>
22.	8,200	LF	12" Ductile Iron FM and Embedment <i>Fifty-Six : 50/100</i> Dollars/LF Words	<i>\$56.50</i>	<i>\$463,300.00</i>
23.	20	LF	10" Ductile Iron FM and Embedment <i>Fifty-Two : 1/100</i> Dollars/LF Words	<i>\$52.00</i>	<i>\$1,040.00</i>

DOCUMENT 00400 -BID FORM (continued)

UNIT 2 – Bid # 10-19 - WL-14 BROYLES ROAD FORCE MAIN BID SCHEDULE					
ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
24.	8	TON	Ductile Iron Fittings <i>Six Thousand & 1/100</i> Dollars/TON Words	<i>\$6,000.00</i>	<i>\$48,000.00</i>
25.	4	EA	12" Gate Valves <i>One Thousand & 1/100</i> Dollars/EA Words	<i>\$1,900.00</i>	<i>\$7,600.00</i>

UNIT 2 TOTAL PRICE: *EIGHT HUNDRED NINETY-THREE THOUSAND SIX
 HUNDRED FORTY & 1/100* Dollars (\$ *893,640.00*).

DOCUMENT 00400 – BID FORM (continued)

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

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 Dollars (\$ 5%).
 - 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:

Redford Construction Inc
P.O. Box 1065
Raymore MO 64003
Phone No. 816-331-9556
FAX No. 816-331-9427

DOCUMENT 00400 – BID FORM

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 2/24/, 2010.

Arkansas State Contractor License No. 0180270210

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: REDFORD CONSTRUCTION INC (SEAL)

State of Incorporation: MISSOURI

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

GENERAL BUSINESS

By: [Signature]

(Signature – attach evidence of authority to sign)

Name (type or printed): STEVE REDFORD

Title: PRESIDENT

Attest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: P.O. Box 1065

RAYNOR, MO 64083

Phone No.: 816-331-9556 FAX No.: 816-331-9427

END OF DOCUMENT 00400 – UNIT 2

**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:

Redford Construction Inc.

SIGNATURE: [Signature] DATE: 2/24/10

PRINTED NAME: Stan Redford TITLE: PRESIDENT

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, Broyles Road Gravity Main and Force Main, Contract No.: WL-13 / 14
2. Name of General Contractor: Redford Construction Inc.
3. MBE/WBE Firm: JLA Construction
(Name) (Complete a separate form for each MBE/WBE to be used as a subcontractor)
3341 South Farm Rd, Booneville, MO 65619
(Address) (City, State, Zip Code)
417-887-7340
(Phone Number) (Fax Number)
4. Describe Work to be performed by the MBE/WBE, provide dollar amount of the subcontract.
Erosion Control, Seeding, Mowing

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).

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)

7. Describe steps taken to divide work items into small tasks in an effort to maximize MBE/WBE participation.

8. List reasons for rejecting a MBE/WBE that indicated a desire to participate and/or submitted bids.

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:

Signature:

Title/Date:

Redford Construction Inc.
[Signature]
STAN REDFORD, President 2/24/10

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 Broyles Road Gravity Main and Force Main, Contract No. WL-13 / 14, 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>	Subcontractor's	
		<u>License No.</u>	<u>Percent of Contract</u>
Excavation	<u>N/A</u>	<u> </u>	<u> </u>
Manholes	<u>N/A</u>	<u> </u>	<u> </u>
Bores	<u>MAIN CONSTRUCTION</u>	<u>0033480400</u>	<u>3%</u>
Pavement Restoration	<u>N/A</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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


 Bidder's Signature STAN REDFORD
PRESIDENT

END OF DOCUMENT 00430

DOCUMENT 00410 – BID BOND (continued)

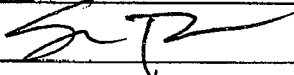
NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance 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 24th day of February 2010.

PRINCIPAL

(CORPORATE SEAL)

Redford Construction, Inc.

By 

STAN REDFORD, PRESIDENT

SURETY

The Hanover Insurance Company

By 

Barbara Talty, Attorney-in-Fact

SCHIFMAN, REMLEY & ASSOC., INC.
5201 JOHNSON DR. #500
MISSION, KS 66205
913-831-1777

ATTORNEY-IN-FACT

(CORPORATE SEAL)



Rosanna R. Dabler, Attorney-in-Fact

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

END OF DOCUMENT 00410

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Kevin D. Kalish, Barbara Talty, Rosanna R. Dabler, Joyce A. Tenold, Gary A. Remley and/or William M. Schifman

of **Mission, KS** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **17th** day of **June** 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **17th** day of **June** 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **24th** day of **February**, 20**10**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Project Name: Wastewater System Improvement Project
Contract Name: Broyles Road Gravity Main and Force Main
Contract No.: WSIP WL-13 / 14
Date: 2/24/2010

SUBMITTED TO:

The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company REDFORD CONSTRUCTION, INC.
Name STAN REDFORD
Address P.O. Box 1065, RAYMORE, MO 64083
Principal Office 17235 BELRAY PL., BELTON, MO 64012
Corporation, partnership, individual, joint
venture, other MISSOURI CORPORATION
Arkansas State General Contractor's License Number
0180270210

EXPERIENCE STATEMENT

1. Qualification of Bidders
 - a. It is the intention of the City of Fayetteville to award a Contract only to a Bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.
 - b. Each Bidder shall submit with his Bid the executed Bidder's "Statement of Experience" form contained in this document. Each bidder shall also submit

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

documented evidence that he has, with his own forces, completed a minimum of three pipeline projects similar to this one with a construction cost of at least \$2,000,000 each during the past three years and one with a construction cost of at least \$3,500,000 in the past five years. *SEE ATTACHED - A*

- c. The City of Fayetteville reserves the right to require the three lowest Bidders to file proof within seven (7) calendar days of the Bid opening of their ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement certified by a CPA for the last three years, a list of equipment owned by Bidder, a backlog of jobs under contract and amounts, and a record of successful completion of similar projects.
 - d. The successful Bidder shall conform to the Rules and Regulations of Arkansas Department of Finance and Administration concerning nonresident contractor's notice and bond requirements.
 - e. The successful Bidder must meet the statutorily prescribed requirements before Award of Contract by the City of Fayetteville.
 - f. In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State statutes and the Rules and Regulations of the Arkansas Contractor's Licensing Board.
SEE ATTACHED - B
 - g. All contracts shall be interpreted under Arkansas Law.
2. Bidder has been engaged as a General Contractor in construction for 14 years and has performed work of the nature and magnitude of this Contract for 11 years. Bidder has been in business under its present name for 14 years.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) This sheet shall be inserted directly after this page or otherwise securely fastened to the back of this page. *SEE ATTACHMENT - C*

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.) SEE ATTACHMENT A

5. Has Bidder ever failed to complete any project? If so, state when, where, and why.

No.

6. Bidder normally performs the following work with his own forces:

SANITARY SEWER, STORM SEWER and
WATER MAIN INSTALLATION.
CONCRETE BOX CULVERTS
ROCK BLASTING

7. Construction experience of key individuals in the organization is as follows
(continued on attached sheets if needed):

SEE ATTACHED - D

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent (NOTE: all insurance and bonding must be through a company whose agents are licensed to do business in the State of Arkansas):

SCHIFMAN REMLEY & ASSOCIATES, INC.
5201 JOHNSON DRIVE
MISSION, KS 66205
KEVIN KALISH - (913) 831-1777

9. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.78

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

SEE ATTACHED - E

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>NA</u>	<u></u>	<u>\$</u>
b.	<u></u>	<u></u>	<u>\$</u>

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 2/24, 2010

(OFFICIAL SEAL)

Name of Organization:

Redford Construction, Inc.

X By [Signature]

Title STAN REDFORD, PRESIDENT

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

City of Fayetteville Staff Review Form

C. 1
Amend Chapter 114.03
First Thursday Fayetteville
Page 1 of 6

**City Council Agenda Items
and
Contracts, Leases or Agreements**

3/16/2010

City Council Meeting Date
Agenda Items Only

Julie McQuade

Submitted By

Communication & Volunteer Services

Department

Action Required:

City Council approve an ordinance to amend Chapter 114 to authorize the Fayetteville Convention and Visitor's Bureau to manage the block of East Street between Mountain and Center Streets and parking spaces on the both east and west sides of this block of East Street for the First Thursday Fayetteville monthly cultural arts event.

\$ -
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 ☐

Julie McQuade 2-25-10
Department Director Date

Previous Ordinance or Resolution #

Kim G. Fisher 3-1-10
City Attorney Date

Original Contract Date:

Original Contract Number:

Paul A. Berlin 3-2-2010
Finance and Internal Services Director Date

Received in City
Clerk's Office



Don Man 3-1-2010
Chief of Staff Date

Received in
Mayor's Office



Frederick Jordan 3/2/10
Mayor Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Julie McQuade, Community Outreach Coordinator 

Date: February 24, 2010

Subject: First Thursday Fayetteville management

PROPOSAL:

City Administration is requesting an ordinance to amend Chapter 114 of the Fayetteville Code to authorize the Fayetteville Convention and Visitor's Bureau to manage East Street between Mountain and Center Streets and parking spaces on the both east and west sides of this section of East Street for the First Thursday Fayetteville monthly cultural arts event.

RECOMMENDATION:

During the 2009 Fayetteville Forward 2009 Summit, citizens identified a need for a monthly cultural arts event in Fayetteville to support growth of Fayetteville's creative economy. The First Thursday Fayetteville event began as a volunteer collaboration between art galleries in the downtown area, the City Administration staff, the Convention and Visitor's Bureau, and downtown merchants during the summer of 2009. The initial First Thursday Fayetteville event was held on August 6, 2009 and continued on the first Thursday of September, October, and November 2009.

Review of the planning and management of the 2009 events revealed a need for an entity, other than the City Administration, be authorized to manage the event activities, vendors, and outdoor space in order for this monthly cultural arts event to be successful.

City staff recommend the Convention and Visitor's Bureau be authorized to manage the portion of East Street between Mountain and Center Streets and parking spaces on the east and west sides of this section of East Street (Exhibit 1) on the first Thursday of each month, April through November, to begin at 4:00 p.m. and end at 10:00 p.m.

BUDGET IMPACT:

There is no budget impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF FAYETTEVILLE BY ENACTING §114.03 **FIRST THURSDAY FAYETTEVILLE** TO AUTHORIZE THE FAYETTEVILLE CONVENTION AND VISITORS BUREAU TO CONTROL THE PUBLIC PARKING SPACES ON BOTH SIDES OF EAST STREET ON THE SQUARE AND TO CLOSE EAST STREET TO TRAFFIC FROM 4:00 P.M. UNTIL 10:00 P.M. ON THE FIRST THURSDAY OF THE MONTH

WHEREAS, First Thursday Fayetteville has been authorized by special event permits to use all public parking spaces on both sides of East Street between Center and Mountain and close East Street at that location on the first Thursdays of August, September, October and November of 2009; and

WHEREAS, First Thursday Fayetteville has been very successful in providing many citizens opportunities to view and purchase art and share the evening downtown environment during the initial four First Thursday events; and

WHEREAS, it is preferable to establish by ordinance rather than monthly special event permit the authority to conduct First Thursday Fayetteville on a monthly basis.

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 the Fayetteville Code by enacting a new §114.03 **First Thursday Fayetteville** as shown below:

“114.03 First Thursday Fayetteville.

“(A) Establishment, hours and dates. First Thursday Fayetteville is hereby established. This monthly event shall run on the first Thursday of every month from April through November during the hours of 4 P.M. through 10 P.M.

“(B) *Location, parking restrictions and administration.* First Thursday Fayetteville shall be located and have control over the public parking spaces along both sides of East Avenue during its hours of operation. The Fayetteville Convention and Visitors Bureau shall administer First Thursday Fayetteville and shall be empowered to remove or request the ticketing of vehicles parked within the East Street allocated area during the 4:00 P.M. to 10:00 P.M. operating hours. The Bureau shall also be empowered to close East Street between Mountain and Center Streets to vehicular traffic during the First Thursday Fayetteville event.

“(C) *Articles permitted to be sold.* Only objects of art or craft produced and sold by a local artist or craftsman may be sold at the First Thursday Fayetteville event. The Fayetteville Convention and Visitors Bureau is empowered to assign precise locations for any vendors wishing to display or sell their personally created art or craft work.

“(D) *Sanitation.* At the close of a vendor’s operation (no later than 10:00 P.M.), the vendor shall clean the immediate area around the vendor’s operation and ensure that all trash and debris are removed and properly discarded.”

PASSED and APPROVED this 16th day of March, 2010.

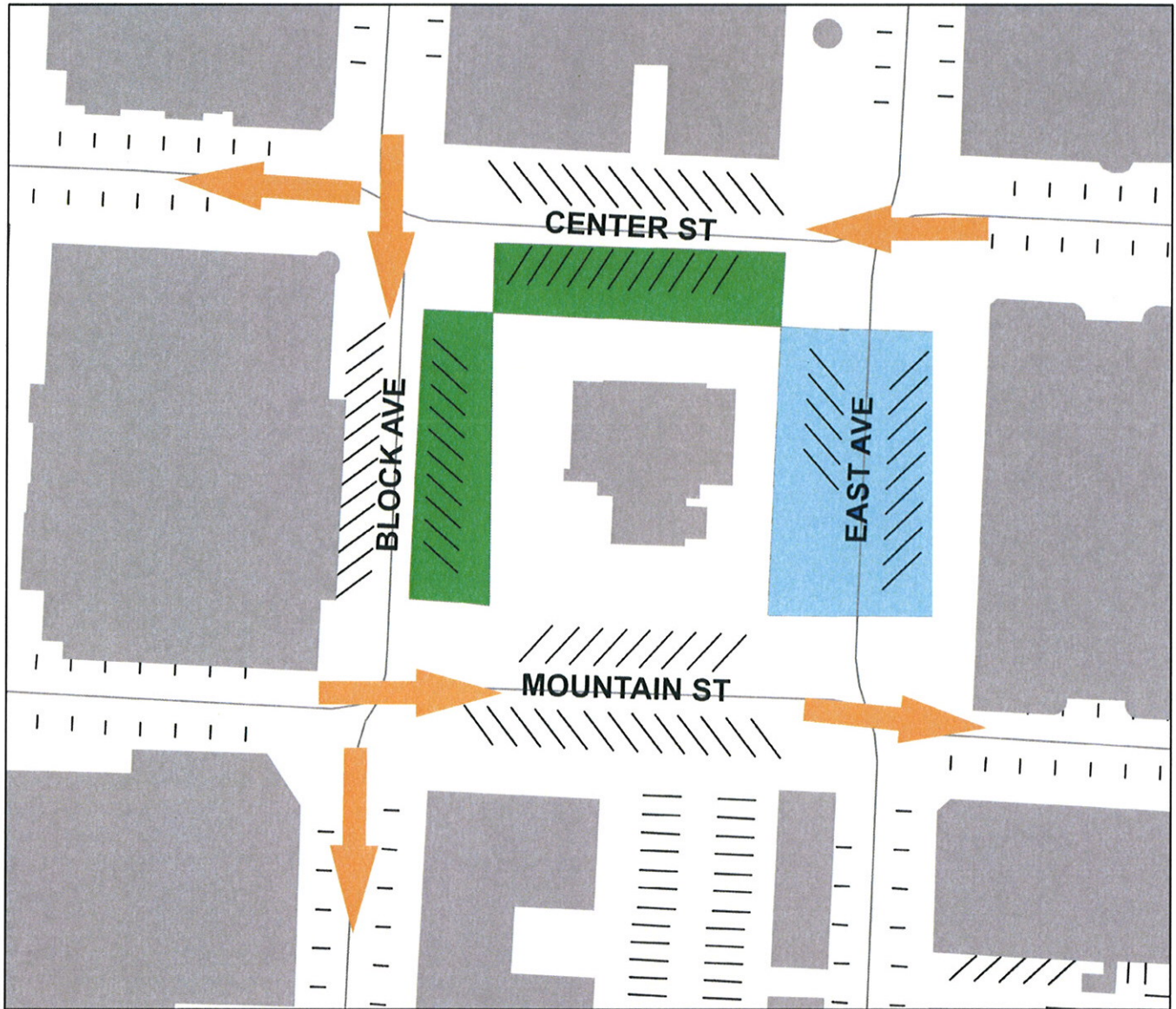
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Exhibit 1



Proposed Farmer's Market area

Proposed First Thursday area

City of Fayetteville Staff Review Form

C. 2
Amend Chapter 114.02
Farmers' Market
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

3/16/2010

City Council Meeting Date
Agenda Items Only

Julie McQuade Julie McQuade
Submitted By

Division

Communication & Volunteer Services
Department

Action Required:

An ordinance to amend Chapter 114.02 Farmer's Market to authorize the Fayetteville Farmer's Market to occupy the interior downtown square parking spaces on the east side of Block Street and the south side of Center Street for the first Thursday of each month, April through November, to start no earlier than 4:00 p.m. and ending at dark and the ending hour for the Farmer's Market be changed from 1:00 p.m. to 2:00 p.m. on Saturday.

\$ -
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 ☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Julie McQuade, Community Outreach Coordinator

Date: February 24, 2010

Subject: Amendment to Chapter 114.02 Farmer's Market

PROPOSAL:

The Fayetteville Farmer's Market Board is requesting an ordinance to amend Chapter 114.02 Farmer's Market to authorize the Fayetteville Farmer's Market to occupy the interior downtown square parking spaces on the east side of Block Street and the south side of Center Street for Thursday evenings in April through November to start no earlier than 4:00 p.m. and ending at dark. They've also requested that the ending hour for the Farmer's Market be changed from 1:00 p.m. to 2:00 p.m. on Saturday.

RECOMMENDATION:

In an effort to increase evening activity in the downtown area and customer traffic for the downtown merchants, City staff recommend approval of an ordinance to amend Chapter 114.02 Farmer's Market to authorize the Fayetteville Farmer's Market to occupy the interior downtown square parking spaces on the east side of Block Street and the south side of Center Street (Exhibit 1) for the first Thursday of each month, April through November, to start no earlier than 4:00 p.m. and ending at dark.

Staff does not recommend that the amendment include every Thursday during the evening hours for Farmer's Market but feels that the first Thursday of each month would be acceptable because of the First Thursday Fayetteville event held in the downtown area that evening.

Staff recommends that the ending hour for the Farmer's Market be changed from 1:00 p.m. to 2:00 p.m. on Saturday.

BUDGET IMPACT:

There is no budget impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** BY
ALLOWING AN EXTRA HOUR OF OPERATION (UNTIL 2:00 P.M.)
ON SATURDAYS AND TO ALLOW OPERATION FROM 4:00 P.M.
UNTIL DARK DURING FIRST THURSDAY EVENTS

**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
§114.02 **Farmers' Market** (B) *Days and hours* by repealing (B) and enacting a replacement
(B) *Days and hours* as shown below:

“(B) *Days and hours.* The Farmers' Market may be open and operating
Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays
from 6:00 a.m. until 2:00 p.m. from April until Thanksgiving. During
First Thursday Fayetteville events, Farmers' Market shall be allowed to
be open and operating from 4:00 p.m. until dark within the interior
downtown parking spaces of Center and Block Avenue around the Square.”

PASSED and APPROVED this 16th day of March, 2010.

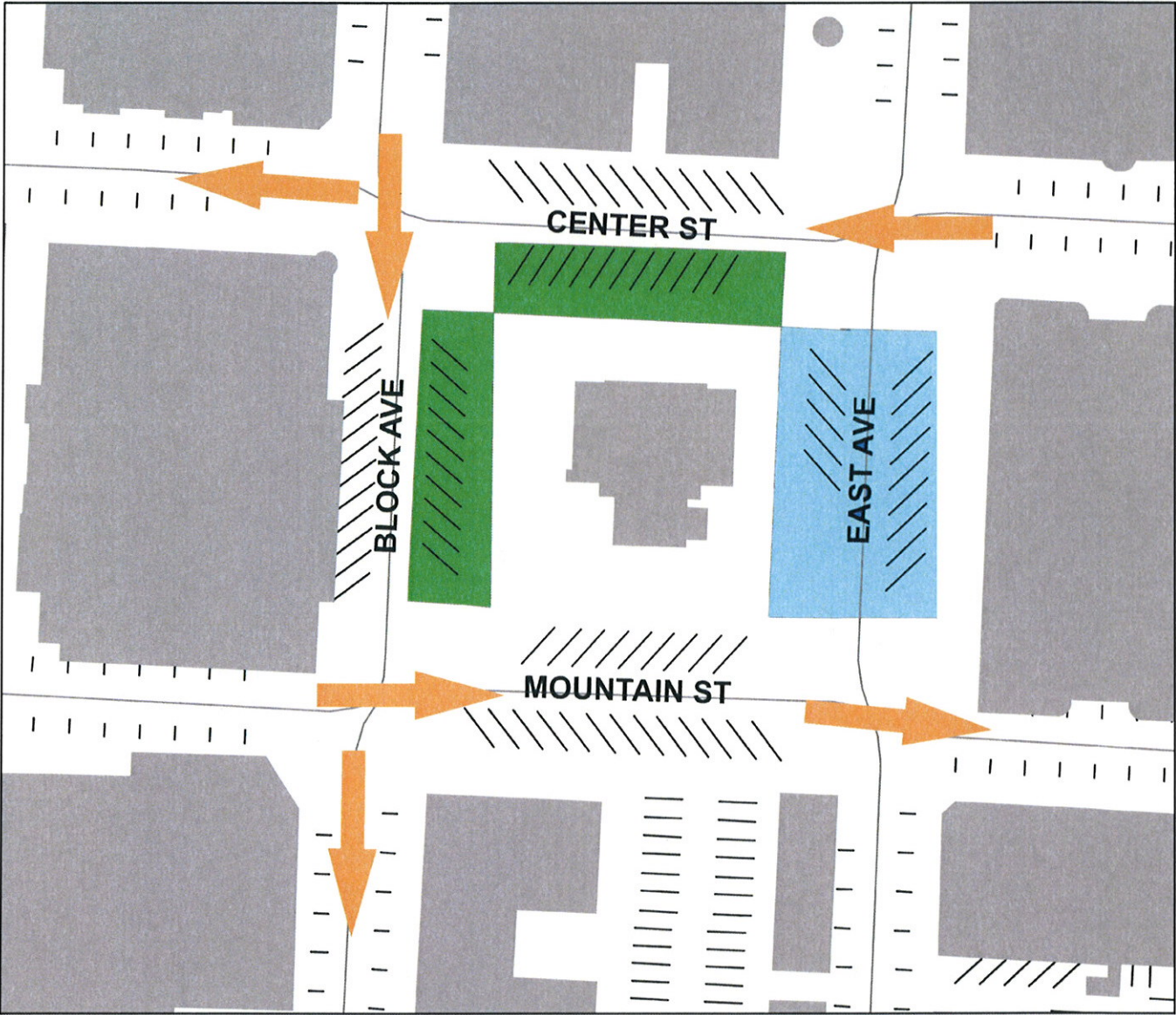
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Exhibit 1



Proposed Farmer's Market area

Proposed First Thursday area

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

CHAPTER 114: FOOD SALES

114.01 Drive-In Restaurants

(A) A drive-in restaurant, within the meaning of this chapter, shall be deemed to be any restaurant where meals, sandwiches, ice cream, or other food, is served directly to or is permitted to be consumed by patrons in automobiles, motorcycles, or other vehicles parked on the premises.

(B) Prohibited Acts.

- (1) It shall be unlawful for any person, while on or adjacent to the premises of a drive-in restaurant, to race the motor of any car, to suddenly start or stop any car, or to make or cause to be made, any other loud or unseemly noise.
- (2) It shall also be unlawful for any other person parked on the premises of such restaurant, to blow or cause to be blown any automobile horn or motorcycle horn at any time while so parked.
- (3) It shall be unlawful for any patron or other person on the premises of a drive-in restaurant, whether in or out of an automobile, to drink any intoxicating beverage of any nature.
- (4) It shall be unlawful for a group of three or more persons to congregate and linger at any location on the premises of a drive-in restaurant. Persons so congregating and lingering shall be deemed guilty of loitering. No person shall drive a motor vehicle on to the premises of a drive-in restaurant and then from said premises without parking such motor vehicle, unless there is no unoccupied parking space available on said premises.
- (5) It shall be unlawful for any person to leave any unoccupied motor vehicle on any drive-in restaurant parking lot and to leave the premises thereof, except with the knowledge and consent of the operator of the restaurant.

(Code 1965, §§7A-1, 7A-3, 7A-4; Ord. No. 1706, 10-6-69; Code 1991, §114.01)

Cross reference(s)--Penalty, §114.99(A).

114.02 Farmer's Market

(A) *Establishment, location, and parking restrictions.* A farmer's market is hereby established in the city.

This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the downtown square and on the sidewalks adjoining these parking spaces. In addition, on Saturday's only, parking spaces on the east side of the East Street on the downtown square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided, no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic; and no vehicle shall be parked within 15 feet of any fire plug. No vendor shall obstruct pedestrian traffic on the public sidewalks of the marketplace.

- (B) *Days and hours.* The marketplace established hereby may be opened on Tuesdays, Thursdays, and Saturdays, but shall not be open on any other day. This marketplace shall open no earlier than 6:00 a.m. and shall close no later than 1:00 p.m.
- (C) *Articles permitted to be sold.* The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health.
- (D) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.
- (E) *Fee.* The fee to be paid by each vendor for the use of the marketplace shall be \$5.00 per year plus ten percent of gross proceeds realized by the vendor from sales at the marketplace.
- (F) *Use of public streets for business prohibited; exception.* It shall be unlawful for any person to use any public street, public parking place, or public sidewalk, as a place of business except as authorized by this section; provided, any merchant whose building is adjacent to a public sidewalk may conduct business thereon if pedestrian traffic is not obstructed thereby; provided further, the City Council may approve temporary use of a public street, place, or sidewalk as a marketplace where such use is part of an event, activity, or celebration of general public interest. The City Council may impose reasonable conditions on such use as are necessary to safeguard the public health, safety,

CD114:3

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

- (2) Violated any ordinances of the city, or the laws, federal or state, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.
- (B) Prior to suspension or revocation, the holder shall be given notice of the proposed action to be taken and shall have an opportunity to be heard.

(Ord. No. 3931, §12, 10-3-95; Ord. No. 4396, Ex. A, 5-21-02)

117.91 A.D.A. Compliance

Holder shall comply with all applicable provisions of the Americans with Disabilities Act.

(Ord. No. 3931, §13, 10-3-95; Ord. No. 4396, Ex. A, 5-21-02; Code 1991, §117.91)

117.92 Authority To Summon Veterinarian

The police department is hereby authorized to immediately summon the City Veterinarian (or other licensed veterinarian as available) if at any time an officer reasonably believes a horse, pony, camel or dromedary is ill, overtired, undernourished, overloaded, injured, or lame or whose health or life may otherwise be in imminent danger.

(Ord. No. 3931, §14, 10-3-95; Ord. No. 4396, Ex. A, 5-21-02; Code 1991, §117.92; Ord. 4939, 10-17-06)

**ARTICLE VIII
LIGHTS OF THE OZARKS**

117.93 Lights Of The Ozarks

- (A) *Establishment, location and parking restrictions.* The Lights of the Ozarks celebration is hereby established in the city as an annual celebration beginning after the end of Farmers' Market (around Thanksgiving) and running through January 1 of the next year. This event shall be located on those interior parking spaces (adjoining the old post office) of the downtown square and on the sidewalks adjoining those parking spaces as well as those portions of the Town Center Plaza needed for this event's success. The block of East Avenue between Mountain Street and Center Street may be restricted to horse-drawn carriages, pony rides, or other event vendors. No vendor shall obstruct pedestrian traffic on public sidewalks nor shall more parking spaces be utilized for vendors than absolutely necessary. The Fayetteville Advertising and Promotion Commission and Fayetteville Town Center staff are empowered to manage and administer all vendors operating on the Fayetteville Square during Lights of the Ozarks.

- (B) *Hours of operations.* Vendors for the Lights of the

Ozarks shall be managed by the Fayetteville Town Center staff such that active operation of pony rides, carriage rides, etc. shall not commence, nor shall East Street be impeded from normal traffic prior to 6:00 P.M. nor obstructed later than midnight except for New Years when such use will be extended one hour until 1:00 a.m. on New Year's Day.

- (C) *Sanitation.* At the close of each Lights of the Ozarks business evening, each vendor must ensure that the area in which the vendor was located or operating is completely clean, sanitary and free of trash, debris, manure, etc. Failure to properly clean up shall be grounds to revoke that vendor's license or permission to operate during Lights of the Ozarks.

- (D) *Vendors and licenses.* Any vendors operating within the area of the Lights of the Ozarks shall have all proper, necessary and valid licenses applicable to the vendor's business and keep all such licenses available for inspection and in good standing while operating during Lights of the Ozarks. Any event or other reasonable fee charged by the Town Center Staff or the City of Fayetteville to defray costs to manage Lights of the Ozarks must be paid or the vendor shall be prohibited from operating in this event.

- (E) *Sidewalk vendors.* Sidewalk vendors must comply with §178.03 of the Unified Development Code and obtain proper permits from the Zoning and Development Administrator as well as the Fayetteville Town Center staff {which shall constitute compliance with §178.03(E)(2)}.

(Ord. 5286, 11-17-09)

117.94-117.97 Reserved

117.98 Prohibited Activity

No person or company shall provide or offer to provide motor vehicle rides to passengers if such service resembles a taxicab or limousine service unless the person and company have fully complied with Article IV **Taxicabs** or Article V **Limousine Service**. It shall not be a defense under this section if rides are offered to passengers for tips or gratuities only.

(Ord. No. 4623, 10-05-04)

117.99 Penalty

- (A) Violation of any provision of this chapter for which another penalty is not already otherwise provided, shall subject the person in violation to the penalty provisions of §10.99.

CD117:18

To: Fayetteville City Council
From: R.M.P.E. Board of Directors
Subject: City Ordinance Change
Date: February 25, 2010

The Board requests permission to use the south side of Center Street and the east side of Block Avenue on the downtown square from 4:00 PM till dark on Thursdays, April through November.

The Board also requests permission to keep the market open on Saturday through out the season till 2:00 PM.

ALDERMAN AGENDA REQUEST FORM

C. 3
ADM 09-3413 Amend Title XV
(Hillside/Hilltop Overlay District)
Page 1 of 10

FOR: COUNCIL MEETING OF March 16, 2010

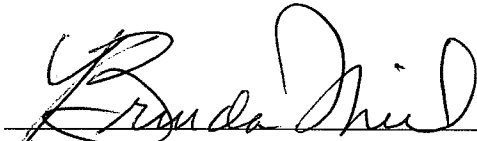
FROM: Brenda Thiel
Sarah Lewis

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

ADM 09-3413: Administrative Item (Hillside/Hilltop Overlay District Amendments)

An ordinance amending §167.04(A)(5) of Chapter 167: Tree Preservation and Protection, amending §169.08(B) of Chapter 169: Grading Plan Submittal and adding §173.02(B)(2)(b) to Chapter 173: Building Regulations of the Unified Development Code.

APPROVED FOR AGENDA:



Council Member **Brenda Thiel**

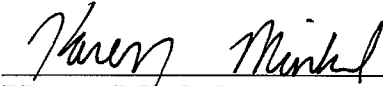
3/2/10
Date



Council Member **Sarah Lewis**

3/1/10
Date

Prepared by:



Karen Minkel

Director of Strategic Planning and Internal Consulting

3/1/10
Date

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Don Marr, Chief of Staff 

From: Karen Minkel, Strategic Planning and Internal Consulting Director *K.M.*

Date: February 26, 2010

Subject: ADM 09-3413: Administrative Item (Hillside/Hilltop Overlay District Amendments): Approval of an ordinance amending §167.04(A)(5) of Chapter 167: Tree Preservation and Protection, amending §169.08(B) of Chapter 169: Grading Plan Submittal and adding §173.02(B)(2)(b) to Chapter 173: Building Regulations of the Unified Development Code.

PROPOSAL:

Council members Brenda Thiel and Sarah Lewis propose to amend the Hillside/Hilltop Overlay District (HHOD) ordinance in order to strengthen the existing provisions. This ordinance was initially reviewed by staff at the request of Council members Brenda Thiel, Adella Gray and Matthew Petty.

The amendment to Chapter 167 adds the following language: *"Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan."* Building Safety and Urban Forestry staff review tree preservation plans for all construction occurring in the HHOD. Instances where the building footprint is not being increased or where the roof dripline is not being altered do not merit review when no trees will be affected by the construction.

The amendments to Chapters 169 and 173 address the prevention of foundation failures. The original HHOD ordinance that Council approved in 2006 required a geotechnical analysis, which would likely cost a builder several thousand dollars. This provision was vetoed by Mayor Dan Coody.

The current proposal requires that *"Property and lot owners of lands located within the Hillside/Hilltop Overlay District shall have foundation plans designed, approved and sealed by a professional architect or engineer."* This requirement does not apply to accessory structures that do not serve as dwelling units. In addition, after conversations with local engineering companies, this requirement may not require a geotechnical analysis. Properties that do not have poor soil or slope concerns would bear a cost closer to several hundred dollars in order to have a licensed engineer review design plans.

This amendment is consistent with the current recommendations of Building Safety staff given to building permit applicants within the HHOD. Seventy-five to eighty percent of the building permits issued in the HHOD are located in expansive clay soils according to the Natural Resources Conservation Service data, which have a high likelihood of failure. The cost to repair a failed foundation typically ranges from \$20,000-\$40,000. The

Ordinance Review Committee voted 2-2-0 to forward these amendments to the City Council on January 6, 2010.

RECOMMENDATION:

Staff recommends that City Council approve a approve an ordinance amending §167.04(A)(5) of Chapter 167, amending §169.08(B) of Chapter 169 and adding §173.02(B)(2)(b) to Chapter 173 of the Unified Development Code.

BUDGET IMPACT:

None

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION, CHAPTER 169: GRADING PLAN SUBMITTAL AND CHAPTER 173: BUILDING REGULATIONS IN ORDER TO STRENGTHEN THE PROVISIONS OF THE HILLSIDE/HILLTOP OVERLAY DISTRICT REGULATIONS

WHEREAS, the City of Fayetteville adopted the Hillside/Hilltop Overlay District regulations in 2006; and

WHEREAS, certain provisions of the ordinance related to building foundations were subsequently vetoed; and

WHEREAS, the Development Services Department has been administering the Hillside/Hilltop Overlay District regulations for three years; and

WHEREAS, members of the City Council requested that staff review the ordinance.

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 the Unified Development Code §167.04(A)(5) by inserting the following language shown in bold:

167.04(A)(5) "*Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a site analysis plan, analysis report and tree preservation plan with the preliminary plat or site plan. Single and two family residential developments shall submit an abbreviated tree preservation and site plan at the time of obtaining a building permit. **Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.** There shall be no land disturbance, grading or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the Unified Development Code §169.08(B) by enacting a new §169.08(B) with the following language:

"169.08(B) *Final grading plan.* No subdivision may be finalized, nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved. The final grading plan and the final plat of land located within the Hillside/Hilltop Overlay District shall have the following plat note stating: 'Property and lot owners of lands located within the Hillside/Hilltop Overlay District shall have foundation plans designed, approved and sealed by a professional architect or engineer.'"

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends the Unified Development Code §173.02(B)(2)(b) by adding the following language:

“173.02(B)(2)(b) *Design requirements for buildings located in the Hillside/Hilltop Overlay District.* A builder of a single family residence, duplex or other residential, commercial or institutional structure not within a preliminary plat or large scale development shall have the foundation plans designed, approved and sealed by a professional engineer or architect. Accessory structures that do not serve as dwelling units are exempt from this foundation requirement.”

PASSED and **APPROVED** this ____ day of ____, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed subdivisions, and large scale developments required by other chapters of the Unified Development Code to go through the city's permitting process. Persons seeking to build one single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply. Planned Zoning Districts should meet the percent minimum tree canopy based upon their primary use, but may be allowed a lesser tree canopy requirement as part of the overall Master Plan approved by the City Council.

- (1) *Subdivisions and large scale developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (2) *Grading permit.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (3) *Building permits.* Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings

composed of three or more dwelling units. An abbreviated tree preservation plan, as set forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

- (4) *Parking lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (5) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. Single and two family residential development shall submit an abbreviated tree preservation and site plan at the time of obtaining a building permit. **Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.** There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

169.08 Grading Plan Submittal

- (A) *Preliminary grading plan.* A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable.
- (B) *Final grading plan.* No subdivision may be finalized, nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved. The final grading plan and the final plat of land located within the Hillside/Hilltop Overlay District shall have the following plat note stating: ~~"Property and lot owners of lands located within the Hillside/Hilltop Overlay District are strongly encouraged to have a geotechnical analysis of their property prior to any development in order to identify potential geological hazards and determine appropriate techniques to mitigate against hazards such as the swelling and shrinking of soils, slumping, Hillside/Hilltop creep, and seeps. "Property and lot owners of lands located within the Hillside/Hilltop Overlay District shall have foundation plans designed, approved and sealed by a professional architect or engineer."~~
- (C) In cases where neither subdivision plat, nor LSD plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit

173.02 Fire Prevention Code/Building Code

(B) *Amendments, additions, and deletions to the Building Code.* The Building Code shall be amended as follows:

(1) *Construction documents.* Plans reviewed for code compliance with permits issued shall be destroyed after construction is complete and as allowed by law after being copied for permanent record and maintained by the city. Plans retained on file for one-through four-family residential dwelling units will be destroyed when construction is complete and may not be permanently copied.

(a) *Plans.* Plans submitted to be reviewed for code compliance and permitting shall note the following:

- (i) Construction type;
- (ii) Occupancy classification(s);
- (iii) Occupant load;
- (iv) Design live loads;
- (v) Design dead loads;
- (vi) Occupancy and tenant separations;
- (vii) Design snow load; and
- (viii) Design wind load.

(b) *Ground snow loads.* Ground snow loads to be used in the determination of design snow loads shall not be less than 20 pounds per square foot.

(c) *Plan review.* A plan review by an independent entity may be required by a building official for plans of unusual, special, and/or hazardous use of buildings submitted for permit or review.

(2) *Footings and Foundations.*

Building, structures, and parts thereof shall be designed and constructed in accordance with strength design, load and resistance factor design, allowable stress design, empirical design, or conventional construction methods, as permitted by the applicable material

chapters of the Arkansas Fire Prevention Code and this section.

(a) *General Footing and Foundation Design requirements.*

(i) The footing bottoms shall be a minimum of 24 inches below finish grade, and

(ii) The minimum width of a concrete footing for one story building with 1,400 or less square feet shall be 18 inches. The minimum width of a concrete footing for two-story buildings and buildings greater than 1,400 square feet shall be 24 inches. All footings shall be reinforced with horizontal steel rebar; and

(iii) Minimum footing rebar size shall be two #4's in an 18 inch footing and three #4's in a 24 inch footing each tied perpendicular to the #4 rebar spaced no more than 24 inches on center, and supported three inches (3") from the bottom of the footing spaced no more than 6 foot or approved by the building official; and

(iv) The thickness of the concrete footing shall be a minimum of 12 inches with a minimum of 3,000 PSI concrete; and

(v) Minimum concrete footing for concentrated load shall be 24 inches x 24 inches x 12 inches in depth of 3,000 PSI concrete, 24 inches to bottom below finish grade with a rebar mat of four #4's supported three inches from the bottom with support as approved by the building official; or

(vi) Designed by an Arkansas registered professional architect or engineer.

(b) *Hillside/Hilltop Overlay District Footing and Foundation Design Requirements*

(i) Builders and property owners constructing single family, duplex or other residential, commercial or institutional

structures within the Hillside/Hilltop Overlay shall have the foundation plans designed, approved and sealed by a professionally licensed engineer or architect.

Accessory structures that do not serve as dwelling units are exempt from this foundation requirement.

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
March 16, 2010**

A meeting of the Fayetteville City Council will be held on March 16, 2010 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:

- ✓ 1. Sales Tax Update (December) – Paul Becker
- ✓ 2. 2009 Ice Storm Report – Paul Becker

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the March 2, 2010 City Council meeting minutes.

- ✓ **2. Preferred Office Products, Inc.:** A resolution approving a contract with Preferred Office Products, Inc. for the purchase through the current state procurement contract of five copiers in the total amount of \$73,033.00.
- ✓ **3. Goodwin & Goodwin, Inc. Bid #10-18:** A resolution awarding Bid #10-18 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line, and approving a project contingency of \$45,000.00.
- ✓ **4. Redford Construction, Inc. Bid #10-19:** A resolution awarding Bid #10-19 and approving a contract with Redford Construction, Inc. in the amount of \$893,640.00 for construction of the Broyles Avenue force main sewer line, and approving a project contingency of \$90,000.00.

B. Unfinished Business: None

C. New Business:

- ✓ **1. Amend Chapter 114.03 First Thursday Fayetteville:** An ordinance to amend the Code of Fayetteville by enacting §114.03 First Thursday Fayetteville to authorize the Fayetteville Convention and Visitors Bureau to control the public parking spaces on both sides of East Street on the square and to close East Street to traffic from 4:00 p.m. until 10:00 p.m. on the first Thursday of the month.
- ✓ **2. Amend Chapter 114.02 Farmers' Market:** An ordinance to amend §114.02 Farmers' Market by allowing an extra hour of operation (until 2:00 p.m.) on Saturdays and to allow operation from 4:00 p.m. until dark during First Thursday Events.
- ✓ **3. ADM 09-3413 Amend Title XV (Hillside/Hilltop Overlay District):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 167: Tree Preservation and Protection, Chapter 169: Grading Plan Submittal and Chapter 173: Building Regulations in order to strengthen the provisions of the Hillside/Hilltop Overlay District Regulations.

Announcements:

1. City Council Tour: ~~March 15, 2010~~ *NONE*

Adjournment:

NB
Add:
 1.) Annexation of 99 acres.
 2.) Amend 35.40 of the Fayetteville Code

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 3/3/10

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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
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(December)
2 - 2009 Ice Storm Report - Paul Becker

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Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the March 2, 2010 City Council meeting minutes.
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3. **Goodwin & Goodwin, Inc. Bid #10-18:** A resolution awarding Bid #10-18 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$433,005.00 for construction of the Broyles Avenue gravity sewer line, and approving a project contingency of \$45,000.00.
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B. Unfinished Business: None

C. New Business:

Need new memo & Staff review form.

2. **Amend Chapter 114.02 Farmers' Market:** An ordinance to amend §114.02 Farmers' Market by allowing an extra hour of operation (until 2:00 p.m.) on Saturdays and to allow operation from 4:00 p.m. until dark during First Thursday Events.
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Announcements:

1. **City Council Tour: March 15, 2010**

Adjournment:

*add to
3-16-10
minutes*

Nominating Committee Report
Meeting Date: March 04, 2010 and March 11, 2010
Room 326, City Hall 5:00 pm

Members present on March 04, 2010: Kyle Cook, Bobby Ferrell, Adella Gray, and Shirley Lucas.

Members present on March 11, 2010: Kyle Cook, Bobby Ferrell, and Shirley Lucas.

The following recommendations are being submitted by the Nominating Committee to the entire City Council for consideration.

Advertising and Promotions Commission

The Advertising and Promotion Commission recommends the following candidate for appointment:

Brandon Karn – one term ending 3/31/14.

Audit Committee

Adam Motherwell – one unexpired CPA term ending 12/31/12.

Botanical Garden society of the Ozarks

Walt Eilers – one term ending 12/31/12.

Civil Service Commission

Earl Buddy Chaddick – one term ending 3/31/16.

Fayetteville Public Library Board of Trustees

The Mayor recommends the following candidate for appointment:

Maylon Rice – one term ending 4/01/15.

Planning Commission

Matthew Cabe – one term ending 3/31/13
Sarah Bunch – one term ending 3/31/13
William Chesser – one term ending 3/31/13
Hugh Earnest – one unexpired term ending 3/31/12
Tracy Hoskins – one unexpired term ending 3/31/11.

Telecommunications Board

Brandon Leder – one unexpired term ending 6/30/11.



Fayetteville A&P Commission
PO Box 4157
Fayetteville, Arkansas 72702

RECEIVED

MAR 11 2010

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

March 11, 2010

TO: City Clerk

FROM: Marilyn Heifner, Executive Director *Marilyn Heifner*
Fayetteville Advertising and Promotion Commission

RE: Appointment of A & P Commissioner to fill term expiring 4/1/14

Attached is the resume of Brandon Karn. The Fayetteville A & P Commission recommend his appointment to fill a full term on the A & P Commission expiring April 1, 2014. Karn is owner of Jammin' Java and fulfills the expiring term for an owner, manager of a hotel, motel, or restaurant.

The opening was advertised through the normal city procedures. Karn's application was the only one we received.

It is with great pleasure that I submit his name on behalf of the Fayetteville A & P Commission for ratification by the City Council at their next meeting.

City of Fayetteville
Application Form
For appointment to City Boards, Commissions, and Committees

Name BRANDON KARN Spouse name (if applicable) Self Occupation/Employer Name
Resident Street Address 2383 HUMMINGBIRD City FAY State AR Zip Code 72702
Mailing Address SAME City 443-2233 State brandan@jamm-java.com Zip Code
Home phone # AP Business phone 12 Email Address
Choice of Committee _____ Length of Residency in the City Limits of Fayetteville _____

Are you a Fayetteville registered voter? Yes ☒ No ☐

1. What are your qualifications for serving on this committee, including education and expertise in the subject matter?

PREVIOUS TERM, LOCAL BUSINESS OWNER

2. Why would you like to be considered for appointment to this committee?

TO SERVE A FULL TERM AND COMPLETE PROPOSED
OBJECTIVES & IDEAS

References:

Name <u>MATTHEW CABE</u>	Address <u>FAY</u>	Phone <u>466-5739</u>
Name <u>JOHN BRADBERRY</u>	Address <u>FAY</u>	Phone <u>587-1120</u>

How did you hear about the opening(s)? NWA Times ☐ Free Weekly ☐ Accessfayetteville.org ☐
Government Channel ☐ Chamber of Commerce ☐ Other ☒

Please fill out application COMPLETELY and return to: City Clerk's Division
113 W. Mountain Street, Fayetteville 72701
Fax to 718-7695 or Email to city_clerk@ci.fayetteville.ar.us
If you have any questions call 575-8323

Office Use Only:

Term Begins: _____

Appointed: _____

Term Expires: _____

Replaced: _____

Terminated: _____

Resigned: _____



TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director *Paul A. Becker*

DATE: February 25, 2010

SUBJECT: **December Sales Taxes Received in January 2010 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in January, 2010 were down \$70,151 / -4.41% as compared to the same month prior year. These collections represent December, 2009 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in January, 2010 were down \$47,367 / -4.72% as compared to the same month prior year. These collections represent December, 2009 sales.
3. When compared to budget for the month, sales tax collections were down a total of \$169,400 / -6.41%. The 2009 year to date budget impact for the one month is down a total of \$169,400 / -6.41%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2009	\$ 2,643,900	\$ 2,474,500	\$ (169,400)	-6.41%
January, 2010				
February, 2010				
March, 2010				
April, 2010				
May, 2010				
June, 2010				
July, 2010				
August, 2010				
September, 2010				
October, 2010				
November, 2010				
YTD Budget to Actual	\$ 2,643,900	\$ 2,474,500	\$ (169,400)	(6.41%)
Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 972,800	\$ 911,603	\$ (61,197)	(6.29%)
1% County	1,022,600	955,162	(67,438)	(6.59%)
	\$ 1,995,400	\$ 1,866,764	\$ (128,636)	(6.45%)
ST Capital: 1% City (40% Split)	\$ 648,500	\$ 607,735	\$ (40,765)	(6.29%)
Total General/ST Capital Funds:	\$ 2,643,900	\$ 2,474,500	\$ (169,400)	(6.41%)

NWA REGION SALES TAX ACTIVITY - DECEMBER 2009 COLLECTIONS

4. December, 2009 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		December 2008	December 2009	\$ Difference	% Difference
1% City:	Fayetteville	\$ 1,589,488	\$ 1,519,338	\$ (70,151)	(4.41%)
	Springdale	\$ 902,131	\$ 897,024	\$ (5,107)	(0.57%)
	Bentonville	\$ 782,792	\$ 730,413	\$ (52,380)	(6.69%)
	Rogers	\$ 998,072	\$ 1,105,997	\$ 107,925	10.81%

5. December, 2009 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		December 2008	December 2009	\$ Difference	% Difference
Washington	Fayetteville	\$ 1,002,529	\$ 955,162	\$ (47,367)	(4.72%)
Washington	Springdale	\$ 756,245	\$ 720,514	\$ (35,731)	(4.72%)
Benton	Bentonville	\$ 344,766	\$ 355,221	\$ 10,456	3.03%
Benton	Rogers	\$ 691,908	\$ 712,891	\$ 20,983	3.03%

6. December, 2009 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:		December 2008	December 2009	\$ Difference	% Difference
Washington County		\$ 2,723,893	\$ 2,595,195	\$ (128,698)	(4.72%)
Benton County		2,680,671	2,761,968	81,297	3.03%
		<u>\$ 5,404,564</u>	<u>\$ 5,357,163</u>	<u>\$ (47,401)</u>	<u>(0.88%)</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (ONE MONTH) COLLECTIONS

7. Year-to-Date (one month) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(One Month) YTD 2008	(One Month) YTD 2009	\$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	\$ 1,589,488	\$ 1,519,338	\$ (70,151)	(4.41%)
	Springdale	\$ 902,131	\$ 897,024	\$ (5,107)	(0.57%)
	Bentonville	\$ 782,792	\$ 730,413	\$ (52,380)	(6.69%)
	Rogers	\$ 998,072	\$ 1,105,997	\$ 107,925	10.81%

8. Year-to-Date (one month) for the combined Washington and Benton Counties, sales were down -\$47,401 / - 0.88%.

Sales Tax Collections:		(One Month) YTD 2008	(One Month) YTD 2009	\$ Increase (Decrease)	% Increase (Decrease)
Washington County		\$ 2,723,893	\$ 2,595,195	\$ (128,698)	(4.72%)
Benton County		2,680,671	2,761,968	81,297	3.03%
		<u>\$ 5,404,564</u>	<u>\$ 5,357,163</u>	<u>\$ (47,401)</u>	<u>(0.88%)</u>