Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
November 2, 2010

A meeting of the Fayetteville City Council will be held on November 2, 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:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the October 19, 2010 City Council meeting minutes. . **APPROVED**

2. **Fayetteville MSA Limited Partnership D/B/A Verizon Wireless Lease Agreement:** A resolution approving a lease agreement extension with Fayetteville MSA Limited Partnership D/B/A Verizon Wireless for cell antenna space on the Township water tower.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 181-10

3. **Sprint/Nextel Property Services LLP Lease Agreement:** A resolution approving a lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 182-10

4. **City of Tontitown Inter-Local Agreement (Animal Sheltering):** A resolution approving an inter-local agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown through the end of 2011.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 183-10

5. **Bid #10-59 Carrier Corporation:** A resolution awarding Bid #10-59 and authorizing a contract with Carrier Corporation in the amount of $58,620.00 for the purchase and installation of heating and air conditioning improvements for the Police Department building.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 184-10

6. **Bid #10-63 King Electrical Contractors, Inc.:** A resolution awarding Bid #10-63 and authorizing a contract with King Electrical Contractors, Inc. in the amount of $45,140.00 for the purchase and installation of lighting improvements for the Police Department building.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 185-10

7. **Sweetser Construction, Inc. Change Order #3: Bryce Davis Park:** A resolution approving Change Order #3 to a contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of phase three of Bryce Davis Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 186-10

8. **2010-2011 Internet Crimes Against Children (ICAC) Task Force Program Grant:** A resolution authorizing acceptance of a 2010-2011 Internet Crimes Against Children (ICAC) Task Force Program continuation non-matching grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigations Unit.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 187-10

9. **2010 Bulletproof Vest Partnership Program Grant:** A resolution authorizing acceptance of a fifty percent (50%) matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of twenty-five (25) body armor vests, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 188-10

10. **Joe Perme Construction, Inc. Change Order:** A resolution approving a change order to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant Subrecipient Program.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 189-10

11. **Delta Group Electronics, Inc.:** A resolution to approve and certify the participation of Delta Group Electronics, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Delta Group Electronics, Inc.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 190-10

12. **Sweetser Construction Change Order No. 2: Drake Field Runway Safety Area Project:** A resolution approving Change Order No. 2 to the contract with Sweetser Construction Co., Inc. for the Drake Field Runway Safety Area Project, approving a request for a grant amendment to the Federal Aviation Administration to authorize an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to ninety-five percent (95%) and five percent (5%) respectively of final project costs, and approving a budget adjustment.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 191-10

B. Unfinished Business:

1. **Countryside Farm and Lawn of Springdale:** A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment. *This resolution was removed from the Consent Agenda at the October 19, 2010 City Council meeting and Tabled to the November 2, 2010 City Council meeting.*

   THIS RESOLUTION WAS TABLED INDEFINITELY

C. New Business:

1. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Northwest Property Management, Richard Lee Watson, Ronald L. Troutman, Funland R.B.S., Inc., and Earl F. and Murlene G. Webb needed for the Cato Springs Road Widening Project.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 192-10

2. **Highway 265 Water and Sewer Relocation Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Salmon Family Trust, John A. and Linda L. Dominick, J. Andrew and Rebecca Baxter, Murphy R. and Betty N. Taylor, John David Brown, Doug W. and Melonie Ramsey, Corey E. and Amanda Osborne, Daniel J. and Deborah Jo Wright and John R. and Rebecca Ann Rutledge needed for water and sewer improvements along Crossover Road (State Highway 265).

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 193-10

3. **Residential Trash Rates:** An ordinance waiving the requirement of Fayetteville Code of Ordinances Section 50.40(A)(4) for an automatic annual price adjustment of residential trash rates for fiscal year 2011.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5362

4. **Commercial Trash Container Parts:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of commercial trash container parts through a competitive quote process.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5363

5. **Washington County Animal Shelter Partnership:** A resolution to express the City Council's willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county animal shelter for the use of all county residents including Fayetteville citizens.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 194-10

Announcements:

Adjournment: 7:15 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.

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 Council Meeting: November 2, 2010 Adjourn: 7:15 P.M.

Subject:	Roll				
Gray & Cook Absent	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	Absent			
	Thiel	✓			
	Cook	Absent			
	Mayor Jordan	✓			

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

City Council Meeting: November 2, 2010

Subject:	Consent				
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Petty			
	Petty	✓			
	Rhoads	✓			
Minutes Approved	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
Passed	Gray	absent			
181-10	Thiel	✓			
thru	Cook	absent			
191-10	Mayor Jordan				

6-0

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

City Council Meeting: November 2, 2010

Subject:	Countryside Farm and Lawn of Springdale				
Motion To:		Table Indef.			
Motion By:		Petty			
Seconded:		Ferrell			
B. 1 Unfinished Business	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
Tabled Indefinitely	Lewis	✓			
	Gray	absent			
	Thiel	✓			
	Cook	absent			
	Mayor Jordan				

6-0

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

City Council Meeting: **November 2, 2010**

Subject:	**Cato Springs Road Widening Project Condemnation and Possession**				
Motion To:		Amend property owners as handed out		Pass	
Motion By:		Ferrell		Thiel	
Seconded:		Petty		Lucas	
C. 1	**Petty**	✓		✓	
New	**Rhoads**	✓		✓	
Business	**Ferrell**	✓		✓	
	Lucas	✓		✓	
	Lewis	✓		✓	
Passed	**Gray**	absent		absent	
	Thiel	✓		✓	
192-10	**Cook**	absent			
	Mayor Jordan				
		6-0		6-0	

Subject:	**Highway 265 Water and Sewer Relocation Condemnation and Possession**				
Motion To:		Amend property owners as handed out	Pass		
Motion By:		Thiel	Thiel		
Seconded:		Lewis	Lucas		
C. 2	**Petty**	absent during the vote.	absent during the vote.		
New	**Rhoads**	✓	✓		
Business	**Ferrell**	✓	✓		
	Lucas	✓	✓		
	Lewis	✓	✓		
Passed	**Gray**	absent	absent		
	Thiel	✓	✓		
193-10	**Cook**	absent	absent		
	Mayor Jordan				
		5-0	5-0		

City Council Meeting: November 2, 2010

Subject:	Residential Trash Rates				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Thiel		
Seconded:		Ferrell	Ferrell		
C. 3	Petty	✓	✓	✓	
New	Rhoads	✓	✓	✓	
Business	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
Passed	Gray	Absent	absent	Absent	
5362	Thiel	✓	✓	✓	
	Cook	absent	Absent	Absent	
	Mayor Jordan				
		6-0	6-0	6-0	

Subject:	Commercial Trash Container Parts				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Lucas	Thiel		
Seconded:		Petty	Lucas		
C. 4	Petty	✓	✓	✓	
New	Rhoads	✓	✓	✓	
Business	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
Passed	Lewis	✓	✓	✓	
	Gray	Absent	absent	absent	
5363	Thiel	✓	✓	✓	
	Cook	Absent	absent	Absent	
	Mayor Jordan				
		6-0	6-0	6-0	

City Council Meeting: **November 2, 2010**

Subject:	**Washington County Animal Shelter Partnership**				
Motion To:		Amend	Amend Remove Section 2		Pass
Motion By:		Ferrell	Lewis		Thiel
Seconded:		Thiel	Thiel		Lewis
C. 5	**Petty**	✓	NO		✓
New	**Rhoads**	✓	✓		✓
Business	**Ferrell**	✓	✓		✓
	Lucas	✓	✓		N
	Lewis	✓	✓		✓
Passed	**Gray**	Absent	Absent		Absent
	Thiel	✓	✓		✓
194-10	**Cook**	Absent	Absent		Absent
	Mayor Jordan				
		6-0	5-1		5-1

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

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

DATE: **November 3, 2010**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of November 2, 2010**

1. **Fayetteville MSA limited Partnership d/b/a Verizon Wireless Lease Agreement:** A resolution approving a lease agreement extension with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless for cell antenna space on the Township water tower.

2. **Sprint/Nextel Property Services LLP Lease Agreement:** A resolution approving a lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower.

3. **Animal Sheltering Inter-local Agreement with Tontitown:** A resolution approving an Interlocal Agreement between the City of Fayetteville and the City of Tontitown to provide animal sheltering services to the City of Tontitown through the end of 2011.

4. **Bid #10-59 Carrier Corporation:** A resolution awarding Bid #10-59 and authorizing a contract with Carrier Corporation in the amount of $58,620.00 for the purchase and installation of heating and air conditioning improvements for the Police Department Building.

5. **Bid #10-63 King Electrical Contractors, Inc.:** A resolution awarding Bid #10-63 and authorizing a contract with King Electrical Contractors, Inc. in the amount of $45,140.00 for the purchase and installation of lighting improvements for the Police Department building

6. **Sweetser Construction, Inc. Change Order #3:** A resolution approving Change Order #3 to a contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of Phase Three of Bryce Davis Park.

7. **2010-2011 Internet Crimes Against Children Task Force Program Grant:** A resolution authorizing acceptance of a 2010-2011 Internet Crimes Against Children Task Force Program continuation non-matching grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigations Unit.

8. **2010 Bulletproof Vest Partnership Program Grant:** A resolution authorizing acceptance of a 50% matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of 25 body armor vests, and approving a budget adjustment.

10. **Joe Perme Construction, Inc. Change Order:** A resolution approving a change order to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant subrecipient program.

11. **Delta Group Electronics, Inc.:** A resolution to approve and certify the participation of Delta Group Electronics, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Delta Group Electronics, Inc.

12. **Sweetser Construction Change Order #2 Drake Field Runway Safety Area Project:** A resolution approving Change Order #2 to the contract with Sweetser Construction Co., Inc. for the Drake Field Runway Safety Area Project; approving a request for a grant amendment to the Federal Aviation Administration to authorize an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to 95% and 5% respectively of final project costs, and approving a budget adjustment.

13. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Ricky Leon and Dawn Sparks, Richard Lee Watson, Billy P. and Judy K. Ross, Jerry Stoppel and Herman A. Stoppel, Funland R.B.S., Inc. and Earl F. and Murlene G. Webb, needed for the Cato Springs Road widening project.

14. Highway 265 Water And Sewer Relocation Condemnation and Possession: A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the Salmon Family Trust, John A. and Linda L. Dominick, Murphy R. and Betty N. Taylor, John David Brown, Doug W. and Melonie Ramsey, Daniel J. and Deborah Jo Wright and John R. and Rebecca Ann Rutledge needed for water and sewer improvements along Crossover Road (State Highway 265).

15. Residential Trash Rates: An ordinance waiving the requirement of Fayetteville Code of Ordinances §50.40(A)(4) for an automatic annual price adjustment of residential trash rates for Fiscal Year 2011.

16. Commercial Trash Container Parts: An ordinance waiving the requirement of formal competitive bidding and approving the purchase of commercial trash container parts through a competitive quote process.

17. Washington County Animal Shelter Partnership: A resolution to express the City Council's willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county animal shelter for the use of all county residents including Fayetteville citizens.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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Ward 1 Position 2 – Brenda Thiel
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Final Agenda
City of Fayetteville Arkansas
City Council Meeting
November 2, 2010

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Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

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Agenda Additions:

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1. Approval of the October 19, 2010 City Council meeting minutes.

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B. Unfinished Business:

1. **Countryside Farm and Lawn of Springdale:** A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment. *This resolution was removed from the Consent Agenda at the October 19, 2010 City Council meeting and Tabled to the November 2, 2010 City Council meeting.*

C. New Business:

1. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Northwest Property Management, Richard Lee Watson, Ronald L. Troutman, Funland R.B.S., Inc., and Earl F. and Murlene G. Webb needed for the Cato Springs Road Widening Project.

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Announcements:

Adjournment:

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Aldermen

Mayor Lioneld Jordan

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Ward 4 Position 2 – Sarah E. Lewis

City of Fayetteville Arkansas
City Council Meeting Minutes
October 19, 2010

A meeting of the Fayetteville City Council was held on October 19, 2010 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

ABSENT: Alderman Rhoads and Alderman Lewis

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the October 5, 2010 City Council meeting minutes.

Approved

Riggs Cat of Springdale: A resolution authorizing purchase of a Caterpillar 236B3 skid steer loader from Riggs Cat of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $36,727.00 for use by the Solid Waste Division, and approving a budget adjustment.

Resolution 176-10 as recorded in the office of the City Clerk.

Williams Tractor of Fayetteville: A resolution authorizing purchase of a Bobcat S330 skid steer loader from Williams Tractor of Fayetteville pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $42,738.00 for use as part of wastewater treatment plant biosolids solar drying operations.

Resolution 177-10 as recorded in the office of the City Clerk.

Countryside Farm and Lawn of Springdale: A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment.

This resolution was removed from the Consent Agenda.

Kim Hoadley Construction: A resolution awarding bid and authorizing a contract with Kim Hoadley Construction in the amount of $33,896.00 for purchase and installation of an outdoor cooler/freezer in a public facility building (Fayetteville Senior Center) through the Community Development Block Grant program (CDBG).

Resolution 178-10 as recorded in the office of the City Clerk.

Animal Services Donation: A resolution approving a budget adjustment in the amount of $10,115.00 to recognize donation revenue to Animal Services during the third quarter of 2010.

Resolution 179-10 as recorded in the office of the City Clerk.

Alderman Ferrell asked that Countryside Farm and Lawn of Springdale we removed from the Consent Agenda.

Alderman Gray moved to approve the Consent Agenda with Countryside Farm and Lawn of Springdale removed from the Consent Agenda and Tabled to the November 2, 2010 City Council meeting. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

The following item was removed from the Consent Agenda and then Tabled to the November 2, 2010 City Council meeting.

Countryside Farm and Lawn of Springdale: A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment.

Alderman Ferrell moved to table the resolution to the November 2, 2010 City Council meeting. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

<u>**Unfinished Business:**</u>

2010 Millage Levy: An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas for the year 2010 Fixing the rate thereof at 1.3 mills for general fund operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas. *This ordinance was left on the First Reading at the October 5, 2010 City Council meeting. A motion to increase the millage by .3 mills was Tabled to the October 19, 2010 City Council meeting.*

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

City Attorney Kit Williams read the ordinance.

Paul Becker, Finance Director: As presented the millage would be the same as was levied last year. The general fund budget has an estimated revenue of $32.4 million. The expenditure budget was approximately $33.9 million. There is a short fall of approximately $1.5 million. That is keeping the revenues level for next year with what we expect them to end up this year. Over the last two year period we have reduced the General Fund budget by $2.6 million. A net of $2 million because we had to make some increases of about $600,000.

We had a discussion and a presentation on September 23rd. The options were to cut operating expenses, which we already have to the level that we believe we cannot cut any lower, without reducing delivery of services to the public and reducing personnel. Another option would be to use reserves, which was the Mayor's recommendation, to cover the $1.5 million. The other option was to cut the sales tax capital program and make a transfer to the general fund to cover the short fall. The last option is millage and what we do with millage. The Mayor's original proposal is to keep the millage the same as last year and to cover the short fall with reserves.

As we discussed and deliberated with the Council the Mayor got the sense the Council was uncomfortable using all the discretionary reserves to cover this. At the October 12th meeting we looked at the possibility of cutting capital. We identified certain projects we felt could be deferred. Those projects total to about $1 million. That $1 million could be transferred to the general fund which would reduce the amount of reserves that we would have to use. The

Mayor's recommendation is to transfer up to $1 million out of the capital program into the general fund and using the balance of reserves to cover the short fall.

Motion to increase the millage by .3 mills was Tabled to the October 19, 2010 City Council meeting.

City Attorney Kit Williams: What is before the City Council right now is the motion that was made by Alderman Cook to increase the millage by .3 from 1.3 mills to 1.6 mills. It was tabled to this meeting and is automatically off the table now.

Alderman Cook: I didn't want to use up the last of the reserves. My idea was to get a little bit of millage, use a little bit of budget cuts, and use a little bit of reserves. My proposal is .3 mills which is roughly $350,000. We have identified up to $1 million that we can probably change within the budget and then the balance of that would come out of reserves. I am hoping things turn around and we do not have to worry about it next year but you never know. I want to have a little reserve left.

Alderman Thiel: I agree with Kyle about supporting diversifying the City's revenue stream and using increased millage at some point. I have thought about it and feel like this is not a good time to do that. The school millage was just passed and the .3 mill is not going to make a great deal of difference. We've looked at some capital projects that we can use and I feel at this time we should leave it like it is. I don't want to use our reserves but I feel like we have some capital fund projects that can be shifted over into the operational side. I don't believe I will support this at this time.

Alderman Gray: I cannot support an increase in millage at this time. It's a very difficult time for folks making ends meet and I don't feel this is the time for a millage increase. The Council can change the amount we have to keep in reserves. That action was taken by the Council and it can be changed by the Council. I have heard constituents say we have reserves to use in times like these. I would suggest we use reserves and not raise the millage at this time.

Alderman Petty: I gave this serious consideration because while we have cut almost $2.5 million from the operations side of the budget I am still uncomfortable in depleting all of the undesignated reserve funds. I am thankful for your suggestion because it led to us identifying up to $1 million more in capital cuts. If we do that then the remainder of the deficit would only be about $400,000 or $500,000. I'm not going to support it at this time.

Mayor Jordan asked shall the amendment pass. Upon roll call the amendment failed 2-4. Alderman Cook and Lucas voting yes. Alderman Petty, Ferrell, Gray, and Thiel voting no.

The amendment to increase the millage failed.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads and Lewis were absent.

Ordinance 5360 as Recorded in the office of the City Clerk

New Business:

ADM 10-3672 (Forest Hills R-PZD Modification No. 1): An ordinance amending a Residential Planned Zoning District entitled R-PZD 07-2793 Forest Hills to allow modification to the approved setback criteria for planning area four, as described herein.

City Attorney Kit Williams read the ordinance.

Jesse Fulcher, Current Planning gave a brief description of the amendment. He stated staff is supportive of the request.

Alderman Lucas: This is on the back, this is not on the main road, it is to the allies.

Jesse Fulcher: Exactly, anywhere there is a rear setback. Those rear setbacks only occur along the allies.

Alderman Lucas moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Lewis were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads and Lewis were absent.

Ordinance 5361 as Recorded in the office of the City Clerk

Fayetteville Government Channel Policy: A resolution to adopt a new Mission Statement, Goals Statement and Operating Policies for the Fayetteville Government Channel.

Fritz Gisler, Government Channel Manager: Several months ago the subcommittee for the Government Channel Policy Telecommunication Board began to have meetings regarding the policy of how the Government Channel is programmed and the operational policies of different aspects of the channel. I was asked to research best in class government channel operations and other government channel operations across the country and to look at developing a government channel policy that would help position our Government Channel to be the same. Throughout that process I received input from several different stakeholders including staff members, members of the Telecommunications Board, and members of the public. I put together a Government Channel policies draft document that I distributed to the members of the Telecommunication Board in June. In September the Telecommunication Board, at their regular meeting, considered both that policy document and an additional policy document that had been looked at by the subcommittee. They voted 3-1 in support of the policy that is now before you. The Telecommunication Board endorses and supports the policy that is on your agenda as does staff.

The primary differences are in the areas of programming priority and request for programming. Programming priority in the current policy is somewhat vague as to the priorities of programs. This new policy will help us prioritize programming to be more in conjunction with directives from the City Council. The policy you have before you gives the Government Channel an opportunity to incorporate new technologies and new ways of doing things. It gives us the flexibility to respond to things on a day to day basis so we can be more responsive and accessible.

Alderman Thiel: There was another amended version was that more like the original?

Fritz Gisler: The other one was closely patterned after a policy document that was in effect in 2004.

Alderman Thiel: It went way back.

Fritz Gisler: Yes ma'am.

Alderman Ferrell: This reflects some positive organization that benefits all of the citizens, thank you.

Fritz Gisler: Thank you, sir.

Marvin Hilton, a Fayetteville resident recommended that the proposed policy be sent back to the Telecommunication Board for review by the subcommittee. The Telecom Board subcommittee did not review this policy. It erases several years of refinement in a policy that creates transparency at citizen participation. The policy included citizen request for FOIA meetings and issue forums. This proposed policy does not encourage transparency and it does not include citizen requests. It pretty much lets city staff have total programming content discretion. Why wouldn't you want to televise an FOIA meeting requested by a citizen? Why wouldn't you want to televise an issue forum requested by a citizen about a government issue? The version that the Telecom Board subcommittee worked on for months was a refinement of this policy that creates transparency and citizen participation. The Telecom Board only reviewed the proposed policy superficially.

He reviewed the differences in the two policies.

Alderman Petty: Why was the policy not reviewed by the Telecom Board subcommittee when it was available for them to review for a number of months? You stated the Telecom Board considered this only superficially, is there an explanation for that? You are a member of the Telecommunication Board?

Marvin Hilton: I was a member until the last nomination. I applied but was not nominated. I believe the people on the subcommittee did not take the policy written by the City very seriously. It was so different from the policy they had been working on for months. I believe the plan was to forward the one the subcommittee had been working on. They could be faulted for not making that clear.

Alderman Petty: What makes you think they would take it seriously if we sent it back a second time?

Marvin Hilton: I believe if you looked at both of those policies and compared them phrase by phrase and how that would have an overall effect on transparency and citizen participation I believe it would become clear that the one by the Telecom Board subcommittee would be the preferred policy.

Alderman Petty: Thanks for answering.

Marvin Hilton: We are operating in an atmosphere and environment where most cities operate a government channel where it is considered quite common for the city administration and city staff to determine the programming content. It's a good idea for the citizens to have an input in the process.

Alderman Petty: Thank you for answering my questions.

Alderman Ferrell: The Telecom Board in the last 10 years seems to have a significant turn over more so than other committees. What would you attribute that to?

Marvin Hilton: To really understand the issues is a lot of work. It's a lot easier to not have to review it in great detail. It's too bad the Telecom Board couldn't be paid maybe at least half of what the City Council gets because they have a lot of work to do. It's a very broad and very complex subject.

Alderman Ferrell: Thank you.

Jim Bemis: You have received my notes and you know where I stand on this. I urge the Council to appoint an ad hoc Telecommunications Committee as they did in 2003. My recommendation is to turn it back to the board and its subcommittee and do a detailed discussion. They can bring you a policy that can be worked out that might include both policies. The policy presented by the City is an operational policy. It could serve as a procedures document for city staff.

Alderman Gray: Do you recall that the Council asked for the board to come forward?

Jim Bemis: Yes, it was in 2008 and at that time you were presented a policy. There was discussion about the 2008 policy regarding some procedural issues involved in the development of that policy. You asked the Telecom Board to come back with a revised policy not the city staff.

Alderman Gray: Do you recall at that time how long you all thought it might take?

Jim Bemis: We had no way to know how long it would take.

Aubrey Shepherd, Chairman of the Telecommunication Board: I voted against this document because we had not publicly reviewed the words in the document. The reason we did not have any subcommittee meetings in the past three months is because we were told they would not be recorded and televised.

Alderman Ferrell: Would you say it was accurate that several Telecom Board members that left the Telecom Board said the reason they left was extreme frustration.

Aubrey Shepherd: I won't deny that. I suspect that's true.

Don Marr, Chief of Staff: I think there have been some statements made that imply actions of run around by city staff that are not true. This policy went to the Telecom Board three months prior to a vote taking place. It was at your direction that we reduce overtime and to use resources for the primary meeting policies that you outline. The Telecom Board is the only city committee that meets in Room 219 and has their meetings live. The reason issue forums are not included in this policy is because the City Council has voted on issue forums. Any citizen can be trained to have programs on the Community Access Channel. There is no requirement to film an FOIA meeting.

Alderman Ferrell: On more than one occasion I can remember having dialog about the fact that the Telecom Board was between being an advisory board and a policy setting body. They're not a policy setting body, they're an advisory board. The policy making body sits right here.

Mayor Jordan: There is nobody that has fought for citizen participation or open door government more than I have and will continue to do so. I came into office and we have been waiting on the Telecom Board for over two years to develop a policy. We got absolutely nothing. This may not be a perfect document but I find it somewhat offensive to be accused of a government take over of a channel that I have no intensions of taking over. I want to make it better and promote it for all citizens everywhere. There needs to be some structure and some changes and if you send it back to the Telecom Board you will be waiting another two years to vote on another policy.

Alderman Petty: I couldn't agree more. We gave the Telecom Board three months to take a look at this and we have to trust that at least the members that were willing to attend the meetings did their do diligence. The reason I don't feel comfortable sending it back is because I don't have a lot of confidence in the Telecom Board to conduct their business in a timely or effective manner. Those are my observations during my two years on the Council. The Telecom Board is supposed to produce quarterly reports?

Don Marr: Quarterly and yearly.

Alderman Petty: I haven't seen any of those in my two years. I hope with these comments tonight the Telecom Board can maybe change the way they are doing business and be a little bit more effective in the future.

Alderman Ferrell moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads and Lewis were absent.

Resolution 180-10 as recorded in the office of the City Clerk.

Support Constitutional Amendment No. 2: A resolution to support the passage of referred Constitutional Amendment No. 2 which would eliminate the limit on the interest rate of 2% above the Federal Reserve Rate for tax supported government bonds and of 5% above Federal Reserve Discount Rate for revenue bonds and for consumer loans subject only to the Constitutional Limit of 17%.

Alderman Ferrell: I handed out a list of the cities across the state that are supportive of the amendments.

Steve Clark, President of the Fayetteville Chamber of Commerce gave a brief description of Constitutional Amendment No. 2 and Amendment No. 3. He stated over 70 cities or counties that have endorsed these amendments. He stated this will help attract capital for city projects. He urged the Council to vote positively and adopt a resolution supporting the passage of issues two and three. Amendment No. 3 will allow Arkansas to give incentives to new industries.

Stephen Smith, President of the Northwest Arkansas Labor Council and resident of Ward 2 spoke in opposition of both amendments. He stated this will send a troubling message to working families in NW Arkansas. It says their will be no limit on the interest that the cities will pay on these bonds. It might make municipal bonds easier to sell it also makes them more difficult to pay off. Proposed Amendment No. 2 would remove all power from the people in voting on the issuance of bonds.

Alderman Cook: I appreciate Mr. Smith's comments. At this point I don't want to support these because I am going to vote on them in November. I don't want to make a stand on these because I am still collecting information. I'm not willing to support this resolution.

Alderman Thiel: I've always been reluctant as a council member to endorse State or National legislation. Both gentlemen have brought out some good points but this is something we are advocating the public to do. The public will vote on this. I feel reluctant to support these resolutions at this time.

Alderman Petty: I don't know where I stand on it because I haven't had the time to investigate to an appropriate depth.

Alderman Ferrell: Professor Smith was talking about the possibility of the interest rates and legislature being the ones where this is going to be decided. The market is going to drive what the interest rates are. In the business environment we are in today it is now and will continue to be critical to be able to attract capital.

Alderman Lucas: This is something that Arkansas has held on to for many years but I think for the City of Fayetteville we need to have the option if we are going to bring business in here. I support this.

Alderman Petty moved to table the resolution indefinitely. Alderman Thiel seconded the motion. Upon roll call the motion passed 4-2. Alderman Cook, Petty, Gray, and Thiel voting yes. Alderman Ferrell and Lucas voting no. Alderman Rhoads and Lewis were absent.

This resolution was tabled indefinitely

Support Constitutional Amendment No. 3: A resolution to support the passage of referred Constitutional Amendment No. 3 to amend Amendment No. 82 of the Arkansas Constitution by removing the Constitutional requirements for an eligible Economic Development Project.

Alderman Petty: I want Alderman Ferrell to know that I don't want to shoot this down and give the public the perception that they shouldn't vote for it. At the same time I'm not confident on giving them a recommendation.

Alderman Petty moved to table the resolution indefinitely. Alderman Thiel seconded the motion. Upon roll call the motion passed 4-2. Alderman Cook, Petty, Gray, and Thiel voting yes. Alderman Ferrell and Lucas voting no. Alderman Rhoads and Lewis were absent.

This resolution was tabled indefinitely

Announcements:

Alderman Lucas announced Ward 4 will not have a meeting on Monday night. She encouraged everyone to attend the Town Hall meeting at the Boys and Girls Club at 7:00 p.m.

Meeting adjourned at 6:45 p.m.

Lioneld Jordan, Mayor	**Sondra E. Smith, City Clerk/Treasurer**

Handed out at the City Council Meeting 11-2-10

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY DAVID AND SUSAN DRUDING, RICKY LEON AND DAWN SPARKS, RICHARD LEE WATSON, BILLY P. AND JUDY K. ROSS, JERRY STOPPEL AND HERMAN A. STOPPEL, FUNLAND R.B.S., INC., AND EARL F. AND MURLENE G. WEBB, NEEDED FOR THE CATO SPRINGS ROAD WIDENING PROJECT

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for rights-of-way and utility easements, and

WHEREAS, the City of Fayetteville needs to gain possession of these property promptly to begin work on improvements to Cato Springs Road.

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 authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-08415-000 and owned by David and Susan Druding that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-08414-000 and owned by Ricky Leon and Dawn Sparks that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-08226-000 and owned by Richard Lee Watson that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15047-010 and owned by Billy P. and Judy K. Ross that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15371-000 and owned by Jerry Stoppel and Herman A. Stoppel that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-03013-000 and owned by Funland R.B.S., Inc. that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15352-000 and owned by Earl F. and Murlene G. Webb that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

Handed Out at the City Council Meeting 11-2-10

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE SALMON FAMILY TRUST, JOHN A. AND LINDA L. DOMINICK, MURPHY R. AND BETTY N. TAYLOR, JOHN DAVID BROWN, DOUG W. AND MELONIE RAMSEY, DANIEL J. AND DEBORAH JO WRIGHT AND JOHN R. AND REBECCA ANN RUTLEDGE NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG CROSSOVER ROAD (STATE HIGHWAY 265)

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for easements to facilitate water and sewer improvements, and

WHEREAS, the City of Fayetteville needs to gain possession of these property promptly to begin work on water and sewer improvements along Crossover Road (State Highway 265).

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 authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel Nos. 765-04570-000 and 765-04569-000 and owned by The Salmon Family Trust that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-04565-000 and owned by John A. and Linda L. Dominick that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13305-000 and owned by Murphy R. and Betty N. Taylor that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13295-000 and owned by John David Brown that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-21514-000 and owned by Doug W. and Melonie Ramsey that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13276-000 and owned by Daniel J. and Deborah Jo Wright that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13249-070 and owned by John R. and Rebecca Ann Rutledge that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
November 2, 2010

A meeting of the Fayetteville City Council will be held on November 2, 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

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the October 19, 2010 City Council meeting minutes.

2. **Fayetteville MSA Limited Partnership D/B/A Verizon Wireless Lease Agreement:** A resolution approving a lease agreement extension with Fayetteville MSA Limited Partnership D/B/A Verizon Wireless for cell antenna space on the Township water tower.

3. **Sprint/Nextel Property Services LLP Lease Agreement:** A resolution approving a lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower.

4. **City of Tontitown Inter-Local Agreement (Animal Sheltering):** A resolution approving an inter-local agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown through the end of 2011.

5. **Bid #10-59 Carrier Corporation:** A resolution awarding Bid #10-59 and authorizing a contract with Carrier Corporation in the amount of $58,620.00 for the purchase and installation of heating and air conditioning improvements for the Police Department building.

6. **Bid #10-63 King Electrical Contractors, Inc.:** A resolution awarding Bid #10-63 and authorizing a contract with King Electrical Contractors, Inc. in the amount of $45,140.00 for the purchase and installation of lighting improvements for the Police Department building.

7. **Sweetser Construction, Inc. Change Order #3: Bryce Davis Park:** A resolution approving Change Order #3 to a contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of phase three of Bryce Davis Park.

8. **2010-2011 Internet Crimes Against Children (ICAC) Task Force Program Grant:** A resolution authorizing acceptance of a 2010-2011 Internet Crimes Against Children (ICAC) Task Force Program continuation non-matching grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigations Unit.

9. **2010 Bulletproof Vest Partnership Program Grant:** A resolution authorizing acceptance of a fifty percent (50%) matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of twenty-five (25) body armor vests, and approving a budget adjustment.

10. **Joe Perme Construction, Inc. Change Order:** A resolution approving a change order to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant Subrecipient Program.

11. **Delta Group Electronics, Inc.:** A resolution to approve and certify the participation of Delta Group Electronics, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Delta Group Electronics, Inc.

12. **Sweetser Construction Change Order No. 2: Drake Field Runway Safety Area Project:** A resolution approving Change Order No. 2 to the contract with Sweetser Construction Co., Inc. for the Drake Field Runway Safety Area Project, approving a request for a grant amendment to the Federal Aviation Administration to authorize an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to ninety-five percent (95%) and five percent (5%) respectively of final project costs, and approving a budget adjustment.

B. Unfinished Business:

1. **Countryside Farm and Lawn of Springdale:** A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment. *This resolution was removed from the Consent Agenda at the October 19, 2010 City Council meeting and Tabled to the November 2, 2010 City Council meeting.*

C. New Business:

1. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Northwest Property Management, Richard Lee Watson, Ronald L. Troutman, Funland R.B.S., Inc., and Earl F. and Murlene G. Webb needed for the Cato Springs Road Widening Project.

2. **Highway 265 Water and Sewer Relocation Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Salmon Family Trust, John A. and Linda L. Dominick, J. Andrew and Rebecca Baxter, Murphy R. and Betty N. Taylor, John David Brown, Doug W. and Melonie Ramsey, Corey E. and Amanda Osborne, Daniel J. and Deborah Jo Wright and John R. and Rebecca Ann Rutledge needed for water and sewer improvements along Crossover Road (State Highway 265).

3. **Residential Trash Rates:** An ordinance waiving the requirement of Fayetteville Code of Ordinances Section 50.40(A)(4) for an automatic annual price adjustment of residential trash rates for fiscal year 2011.

4. **Commercial Trash Container Parts:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of commercial trash container parts through a competitive quote process.

5. **Washington County Animal Shelter Partnership:** A resolution to express the City Council's willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county animal shelter for the use of all county residents including Fayetteville citizens.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~10/19/2010~~ 11-02-10
~~Mayor~~

City Council Meeting Date
Agenda Items Only

Tom Hubbard	Utilities	Utilities Department Captial Projects
Submitted By	**Division**	**Department**

Action Required:

Approval of amendment to existing Verizon cell agreement for the Township water tank.

None	NA	NA
Cost of this request	Category / Project Budget	Program Category / Project Name
NA	NA	NA
Account Number	Funds Used to Date	Program / Project Category Name
NA	NA	NA
Project Number	Remaining Balance	Fund Name

Budgeted Item NA **Budget Adjustment Attached** NA

Department Director	7 Oct 10 Date	Previous Ordinance or Resolution # N/A
City Attorney	10-11-10 Date	Original Contract Date: Sep-94
		Original Contract Number:
Paul A. Becker Finance and Internal Services Director	10-11-2010 Date	Received in City Clerk's Office 10-08-10A08:34 RCVD Kim J.
Chief of Staff	10-11-10 Date	Received in Mayor's Office ENTERED 10/11/10
Mayor	10/12/10 Date	

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CONTRACT REVIEW MEMO
MAYOR'S APPROVAL
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Lioneld Jordan
Don Marr, Chief of Staff

Thru: David Jurgens, Utilities Director

From: Tom Hubbard, Utilities Contracts & Projects Engineer

Date: October 7, 2010

Subject: Verizon cell agreement clarification

RECOMMENDATION

Staff recommends approval of the attached Verizon cell contract amendment that clarifies and updates the previously approved Verizon cellular agreement for the Township water tank installation.

BACKGROUND

The City has a lease agreement with Verizon (formally MSA and Alltel) since 1994. The lease has been extended once in 2008 and will not come up for renewal until 2013. The amount of the lease for the water tank space is $500.00 per month.

DISCUSSION

The amendment is a clarification to the existing Verizon cell agreement for the Township water tank installation. Verizon had requested to change out antennas on the tank structure and to remove obsolete equipment. When reviewing the work along with the current agreement it was found that the City needed to add security contact information in the form of phone numbers and notification of entry language (section 2 #1)and Verizon wanted to add specific equipment language (exhibit B-1). After communicating the items with Verizon the agreement was drawn then reviewed by the City Attorney's office.

BUDGET IMPACT

None

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT EXTENSION WITH FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR CELL ANTENNA SPACE ON THE TOWNSHIP WATER TOWER

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 lease agreement extension with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless for cell antenna space on the Township water tower, a copy of which is attached to this Resolution as Exhibit "A."

PASSED and **APPROVED** this _____ day of ____________________, 2010.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

FIRST AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT (the "First Amendment") is made and entered into this ____day of _________________ 2010, by and between **THE CITY OF FAYETTEVILLE, ARKANSAS**, acting through duly authorized officials of the City of Fayetteville, Arkansas ("Lessor") and **FAYETTEVILLE MSA LIMITED PARTNERSHIP**, an Arkansas limited partnership d/b/a Verizon Wireless ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Tower Attachment Lease Agreement (the "Agreement") on October 26, 1994, whereby Lessee leased from Lessor certain space on Lessor's water tower and certain ground space for the construction of a structure to house Lessee's equipment (the "Property") as described in Exhibit "A" to the Agreement.

WHEREAS, the Parties desire to amend the Agreement to, among other matters, modify Lessee's equipment;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2 – Use is hereby amended by adding the following provision:

   Prior to entry to the Property and/or Lessor's water tower, Lessee and/or its contractors shall contact Lessor at (479)-575-8386 during customary business hours and for emergencies during non-customary business hours at (479)-587-3560.

2. Exhibit "B" of the Agreement is hereby replaced and superseded by the attached Exhibit "B-1". In the event of any discrepancies between Exhibit "B" and Exhibit "B-1", Exhibit "B-1" shall control.

3. Section 15 – Notices is hereby amended by deleting Lessee's existing notice address and replacing it with the following address:

EXHIBIT
tabbies

Fayetteville MSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

5. The Agreement and First Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and First Amendment.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment effective as of the day and year first above written.

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS

Acting by and through duly authorized officials off the City of Fayetteville, Arkansas

By: Lioneld Jordan
Name:
Title: Mayor
Date: 10/12/10

WITNESS

LESSEE:

FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

By Alltel Communications, LLC
Its General Partner

By:
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 9/28/2010

Lynne Carlisle
WITNESS

EXHIBIT "B-1"

LESSEE is authorized to install and maintain the following equipment:

Six (6) LPA-80063-4CF antennas at 124' AGL, center of radiation

Three (3) Antel BXA-70063-4CF antennas at 124' AGL, center of radiation

Six (6) Tower Mounted Amplifiers (TMAs)

Twelve (12) transmission lines; diameter 7/8"

Equipment Shelter: 12' x 28' Pre Fab Shelter by Fiberbond

PF

PENNINGTON
LAW FIRM, LLP

ALLISON HUGHES
PARALEGAL
ALLISONHUGHES@PENNLAWFIRM.COM

September 29, 2010

VIA OVERNIGHT DELIVERY

Mr. Tom Hubbard
City of Fayetteville
Utilities Department
113 West Mountain
Fayetteville, Arkansas 72701

RE: FIRST AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

(FAYETTEVILLE NORTHEST AR LTE SITE)
(PC LAW NO.: 1955-270)

Dear Tom,

Enclosed please find two (2) partially executed original First Amendments to Tower Attachment Lease Agreement for the above referenced site. Please have these documents executed and return one (1) fully executed original to me at your earliest convenience.

If you have any questions or comments, or if you need additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, L.L.P.

Allison C. Hughes

Allison C. Hughes

Enclosures
R:\LTE\SOUTH CENTRAL\FAYETTEVILLE NE\Fayetteville Northeast - Cover Letter to Lessor (PE Amendments).docx

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Tom Hubbard	Utilities	Utilities Department Captial Projects
Submitted By	**Division**	**Department**

Action Required:

Approval of contract with Southwest PCS, also known as Sprint/Nextel Property Services LLP for cell antenna space on Mt. Sequoyah water tank. The space rent will increase $250.00 per month from the current rent of $2,500.00 to new rate of $2,750.00.

Increase of $250.00 per month revenue		Rent
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.0940.6450.00		Revenue
Account Number	Funds Used to Date	Program / Project Category Name
N/A		Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 15 Oct 10

City Attorney — Date: 10-15-10

Paul A. Becker
Finance and Internal Services Director — Date: 10-18-2010

Don Marr
Chief of Staff — Date: 10-18-10

Lioneld Jordan
Mayor — Date: 10/18/10

Previous Ordinance or Resolution # 1-00

Original Resolution Date: 1/4/2000

Original Contract Number:

Received in City Clerk's Office 10-15-10P03:24 RCVD

Received in Mayor's Office ENTERED 10/15/10 BRP

Comments:

Fayetteville
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CITY COUNCIL AGENDA
MEETING DATE OF: NOVEMBER 2, 2010
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Lioneld Jordan

Thru: David Jurgens, Utilities Director
Don Marr, Chief of Staff

From: Tom Hubbard, Capital Projects Team

DJurgens

Date: October 15, 2010

Subject: Approval of the First Amendment to the agreement with Sprint/Nextel, LP to continue the lease for the cellular antenna on the Mt. Sequoyah water tower

---

RECOMMENDATION

Staff recommends approval of First Amendment to the agreement with Southwest PCS, LP, also known as Sprint/Nextel property services to continue the lease for the cellular antenna on the Mt. Sequoyah water tower.

BACKGROUND

The original 10-year agreement between the City of Fayetteville and Sprint/Nextel, for installation of an antenna, building and associated hardware, was approved 18 January 2000 at a monthly rental rate of $2,500. The land is owned by the Mt Sequoyah Methodist Assembly. September 9, 1958 the City of Fayetteville leased the land for the construction of a water tank; an amendment to that lease was made on December 14, 1999 relating to the installation of cell antennas. Per that amendment, the Methodist Assembly receives fifty percent (50%) of cellular antenna rent received for the site.

DISCUSSION

This Amendment involves permitting two 5-year terms, the first 5-year term at a monthly rental rate of $2,750. Rent will increase at the inception of each Renewal Term by ten percent (10%). Sprint/Nextel will continue to maintain its antennae, transmission lines, and equipment in good operating condition. Any damage caused by Sprint/Nextel in the installation or maintenance of equipment will be Sprint/Nextel's responsibility to repair.

Sprint/Nextel has made all rent payments in a timely manner and has maintained its equipment. The tower is structurally designed to be able to handle the loads created by this antenna. Therefore, it is in the City's best interests to allow this antenna to be installed upon the water tower.

BUDGET IMPACT

An annual rental income to the Water and Sewer fund of $33,000 with 50% being sent to Mount Sequoyah Assembly as outlined in the lease contract.

MOUNT SEQUOYAH
RETREAT & CONFERENCE CENTER
TRANQUILITY ABOVE THE CITY

September 28, 2010

Mr. Jason B. Kelley
Assistant City Attorney
City of Fayetteville, Arkansas
113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

Mr. Kelley,

After reviewing the ***First Amendment to Water Tank Attachment Communication Site Lease Agreement***, and, in consideration of the enclosed Terms, Rent, Access, Notices and Additional Terms and Conditions to such Amendment, I do approve of the First Amendment, as presented in September 2010, on behalf of Mount Sequoyah Center, Inc. 150 NW Skyline Drive, Fayetteville, AR 72701.

Should you have any questions regarding this approval, please contact me, or our Accountant Ms. Ginny Wilson, at the Mount Sequoyah Center Office at 479.443.4531.

Best Regards,

John J. Altland

MOUNT SEQUOYAH
John Altland
Executive Director
altland@mountsequoyah.org

http://www.mountsequoyah.org

800.760.8126 TOLL FREE
479.443.4531 PHONE

RESOLUTION NO. ______

A RESOLUTION APPROVING A LEASE AGREEMENT EXTENSION WITH SPRINT/NEXTEL PROPERTY SERVICES LLP FOR CELL ANTENNA SPACE ON THE MOUNT SEQUOYAH WATER TOWER

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 lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower, a copy of which is attached to this Resolution as Exhibit "A."

PASSED and **APPROVED** this _____ day of ____________________, 2010.

APPROVED:	ATTEST:
By: ______________________________	By: ______________________________
LIONELD JORDAN, Mayor	**SONDRA E. SMITH**, City Clerk/Treasurer

FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT ("Amendment") is made effective as of October 7th, 2010 ("Effective Date"), by and between the City of Fayetteville, a municipal corporation ("Owner") and Southwest PCS, L.P., an Oklahoma limited partnership ("Tenant" or "SWPCS").

BACKGROUND

Pursuant to a Water Tank Attachment Communication Site Lease Agreement dated January 18, 2000 ("Agreement"), Owner leased to Tenant a certain portion of real property located at 1170 South Skyline Road, City of Fayetteville, County of Washington, State of Arkansas, as more particularly described in Exhibit A to the Agreement (the "Premises").

Owner and Tenant desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Paragraphs 3 and 4 of the Agreement are amended by adding the following:

Notwithstanding anything set forth in Paragraphs 3 and 4 to the contrary, the current term of this Agreement will expire on April 30, 2010. Commencing on May 1, 2010, the term of this Agreement ("New Initial Term") is sixty (60) months. This Agreement will be automatically renewed for up to two (2) additional terms (each a "Renewal Term") of sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any options to Owner before expiration of the then current term.

2. **Rent.** Paragraph 5 of the Agreement and Paragraph 1 of the Special Conditions of the Agreement are amended by adding the following:

Notwithstanding anything set forth in Paragraph 5 of the Agreement and Paragraph 1 of the Special Conditions of the Agreement to the contrary, effective May 1, 2010, rental amount shall be paid in equal monthly installments of Two Thousand Seven Hundred Fifty and No/100 Dollars ($2,750.00), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance ("Rental Amount"). Thereafter, the Rental Amount for each Renewal Term will be increased on the commencement of each Renewal Term by ten percent (10%) of the rental rate in effect for the prior term.

Owner initials: ______ Tenant initials: ______

3. **Access.** Paragraph 10 of the Agreement is amended by adding the following:

Tenant is entitled to access the Premises and the Equipment 24 hours per day, 7 days per week subject to the following conditions. For routine maintenance and repair, including but not limited to inspections, modifications or replacements, Tenant will provide Owner with reasonable notice at least 24 hours in advance of visit. In case of emergency or unscheduled repairs, Tenant will provide Owner with reasonable notice under the circumstances (at least 1 hour in advance of visit, if possible). Owner will provide Tenant with reasonable written procedures for accessing the Premises and the Equipment, including contact names and phone numbers for routine and emergency/unscheduled access notice. In addition, Owner will provide Tenant with timely notice of any access changes including changed pass codes, locks, keys and/or procedures.

Normal hours 7:30 to 4:30: (479) 575-8386
Emergency after hours: (479) 587-3560

4. **Notices.** Paragraph 15 of the Agreement and Paragraph 2 of of the Special Conditions of the Agreement are amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Owner: City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Tenant: Southwest PCS, L.P.
Sprint/Nextel Property Services
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

Owner initials: ______ Tenant initials: [signature]

5. **Additional Terms and Conditions to this Amendment.** Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of Amendment in the form of Attachment 1, attached.

6. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner initials: ______

Tenant initials: ______

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

Owner:	**Tenant:**
City of Fayetteville, **a municipal corporation**	**Southwest PCS, L.P.,** **an Oklahoma limited partnership**
By: ______________________ **(please use blue ink)**	By: ______________________
Printed Name: ______________________	Printed Name: Michael Reed
Title: ______________________	Title: Authorized Representative
Date: ______________________	Date: 10/7/2010

Attest:	**Witnesses:**
By: ______________________	By: ______________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________	
	By: ______________________
	Printed Name: ______________________

Owner initials: ______ Tenant initials: MR

ATTACHMENT 1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT ("Memorandum"), evidences that an amendment ("Amendment") was made to Water Tank Attachment Communication Site Lease Agreement dated January 18, 2000 ("Agreement"), by and between City of Fayetteville, a municipal corporation ("Owner") and Southwest PCS, L.P., an Oklahoma limited partnership ("Tenant" or "SWPCS").

The terms and conditions of the Agreement and Amendment are incorporated herein by reference.

The Agreement as amended provides in part that Owner leased to Tenant a certain site located at 1170 South Skyline Road, City of Fayetteville, County of Washington, State of Arkansas, which is more particularly described on **Exhibit A** attached and incorporated herein by reference. The Amendment grants Tenant the option to extend the Agreement for two (2) additional sixty (60) month terms after the expiration of the new initial sixty (60) month term which commenced on May 1, 2010.

All notices to Tenant must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Southwest PCS, L.P.
Sprint/Nextel Property Services
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to:
Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner initials: ______ Tenant initials: ______

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

Owner:	**Tenant:**
City of Fayetteville, **a municipal corporation**	**Southwest PCS, L.P.,** **an Oklahoma limited partnership**
By: (NOT FOR EXECUTION) Printed Name: __________ Title: __________	By: (NOT FOR EXECUTION) Printed Name: Michael Reed Title: Authorized Representative

EXHIBIT A
TO MEMORANDUM OF FIRST AMENDMENT TO
WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

Description of Property

A portion of certain real property located at 1170 South Skyline Road, City of Fayetteville, County of Washington, State of Arkansas, described as follows:

A part of the SE1/4 of the NE1/4 of Section 15, Township 16 North, Range 30 West, described as beginning at a point on the West Line of East Skyline Drive which is 1049.2 feet South, and 221.9 feet East of the NW corner of said 40 acre tract; and running thence North 42 Degrees and 20 Minutes West 100 feet, thence South 47 Degrees 40 Minutes West 100 feet, thence South 42 Degrees 20 Minutes East 100 feet to the West Line of East Skyline Drive, and thence along the curve of said Drive to the place of beginning, containing 0.23 acres more or less.

Owner initials: ______

Tenant initials: [signature]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT ("Memorandum"), evidences that an amendment ("Amendment") was made to Water Tank Attachment Communication Site Lease Agreement dated January 18, 2000 ("Agreement"), by and between the City of Fayetteville, a municipal corporation ("Owner") and Southwest PCS, L.P., an Oklahoma limited partnership ("Tenant" or "SWPCS").

The terms and conditions of the Agreement and Amendment are incorporated herein by reference.

The Agreement as amended provides in part that Owner leased to Tenant a certain site located at 1170 South Skyline Road, City of Fayetteville, County of Washington, State of Arkansas, which is more particularly described on **Exhibit A** attached and incorporated herein by reference. The Amendment grants Tenant the option to extend the Agreement for two (2) additional sixty (60) month terms after the expiration of the new initial sixty (60) month term which commenced on May 1, 2010.

All notices to Tenant must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Southwest PCS, L.P.
Sprint/Nextel Property Services
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to:
Sprint/Nextel Law Department
Attn: Real Estate Attorney
Site ID: LR03SW169
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

Owner: **City of Fayetteville, a municipal corporation**	**Tenant:** **Southwest PCS, L.P., an Oklahoma limited partnership**
By: ____________________ Printed Name: ________________ Title: ____________________	By: ____________________ Printed Name: Michael Reed Title: Authorized Representative

STATE OF ________________)
) ss.
COUNTY OF _______________)

The foregoing instrument was *(choose one)* ☐attested or ☐acknowledged before me this ___ day of __________________, 20____, by ☒__________________________, as __________________________ of the **City of Fayetteville, a municipal corporation,** on behalf of the corporation.

In witness whereof I hereunto set my hand and official seal.

____
NOTARY PUBLIC

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Acknowledgment by Corporation
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 7 day of October, 2011, by Michael Reed on behalf of Southwest PCS, L.P., an Oklahoma limited partnership.

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC STATE OF KANSAS BRENDA E. BRADSHAW My Appt. Exp. 8-4-2012

Brenda E Bradshaw

EXHIBIT A
TO MEMORANDUM OF FIRST AMENDMENT TO
WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

Description of Real Property

A portion of certain real property located at 1170 South Skyline Road, City of Fayetteville, County of Washington, State of Arkansas described as follows:

> A part of the SE1/4 of the NE1/4 of Section 15, Township 16 North, Range 30 West, described as beginning at a point on the West Line of East Skyline Drive which is 1049.2 feet South, and 221.9 feet East of the NW corner of said 40 acre tract; and running thence North 42 Degrees and 20 Minutes West 100 feet, thence South 47 Degrees 40 Minutes West 100 feet, thence South 42 Degrees 20 Minutes East 100 feet to the West Line of East Skyline Drive, and thence along the curve of said Drive to the place of beginning, containing 0.23 acres more or less.

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Justine Middleton	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of the 2010--2011 Interlocal Sheltering Contract with the City of Tontitown.

	$ -	
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** ☐

	Date
Department Director	10-13-2010
City Attorney	10-14-10
Finance and Internal Services Director	10-14-2010
Chief of Staff	10-14-10
Mayor	10/18/10

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 10-14-10 A09:05 RCVD Kim S.

Received in Mayor's Office ENTERED 10/14/10

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Yolanda Field, Dir. Community Services; Jeremy Pate, Dir. Community Development

From: Justine Middleton, Animal Services Superintendent

Date: October 13, 2010

Subject: Approval of 2010-2011 Interlocal Sheltering Agreement with the City of Tontitown

PROPOSAL:

There was some contract confusion between Washington County and the City of Tonitown about the scope of their interlocal policing services contract and whether it included animal sheltering. It was determined that sheltering services were not included, only animal control services. The City of Tontitown had previously had a contract with the City of Fayetteville for sheltering services and asked to enter into another such contract until the end of 2011.

RECOMMENDATION:

Staff recommends approval of the Interlocal Sheltering Agreement for the term of 2010-2011.

BUDGET IMPACT:

Revenue for the number of animals brought in from the City of Tontitown for the calendar years of 2010 and 2011.

RESOLUTION NO. ______

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF TONTITOWN THROUGH THE END OF 2011

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 an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown through the end of 2011. A copy of the agreement, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Tontitown, Arkansas.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:	ATTEST:
By: ______________________________	By: ______________________________
LIONELD JORDAN, Mayor	**SONDRA E. SMITH**, City Clerk/Treasurer

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND CITY OF TONTITOWN, ARKANSAS

THIS AGREEMENT is entered into this 5th day of October 2010, by and between the **CITY OF FAYETTEVILLE,** and the **CITY OF TONTITOWN, ARKANSAS,** concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of **Tontitown**; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Tontitown.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Tontitown citizens and designated animal control officers.

Article II

The City of Tontitown agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Tontitown agrees to pay sheltering services fees of Seventy Five dollars ($75) per animal to the City of Fayetteville in the form of twelve (12) monthly payments. Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Tontitown citizens and designated animal control officers during the previous year.

EXHIBIT
tabbies
A

Article IV

This agreement shall remain in effect until midnight December 31, 2011.

Article V

The City of Fayetteville agrees to provide assistance to the City of Tontitown in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Tontitown enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article X

The City of Tontitown shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Tontitown under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Tontitown have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

____
LIONELD JORDAN, Mayor

ATTEST:

____
SONDRA SMITH, City Clerk

CITY OF TONTITOWN, ARKANSAS

____
JOE EDGMON, Mayor

ATTEST:

____
BECKY ALSTON, Treasurer

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

John Coleman		Sustainability
Submitted By	**Division**	**Department**

Action Required:

Bid 10-59 -- Staff recommends approval of Bid 10-59 to Carrier Corporation for heating and air conditioning improvements on the Police Building for a total not to exceed $58,620.

$ 58,620.00	$ 250,000.00	Energy Efficiency and Conservation
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5801.00	$ 46,022.46	Energy Efficiency and Conservation
Account Number	Funds Used to Date	Program / Project Category Name
09011.0010	$ 203,977.54	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — 10/14/2010 Date

City Attorney — 10-14-10 Date

Paul A. Becker
Finance and Internal Services Director — 10-14-2010 Date

Chief of Staff — 10-15-10 Date

Lioneld Jordan
Mayor — 10/18/10 Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office 10-14-10P02:50 RCVD

Received in Mayor's Office ENT'D 10/14/10

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Mayor Jordan
FROM:	John Coleman, Sustainability Director
Thru:	Don Marr, Chief of Staff
DATE:	October 14, 2010
SUBJECT:	Police Department Bid 10-59 – Energy Retrofit

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has awarded bids to cover both lighting and heating and air conditioning (HVAC) retrofits on the Police Department building.

Bid 10-59 was awarded to Carrier Corporation for an amount not to exceed $58,620 after receiving three bids on the project. This contract includes the replacement of four rooftop units and the installation of interior controls which will allow for greater comfort and energy efficiency in the facility.

Environmental Impact

The Police Building has a total Energy Use Index (EUI) of 99.6 MBtus per square foot per year (see attached audit analysis). This project is expected to drop the EUI to 80 or about 20 percent.

Budget Impact

Bid 10-59 was awarded for an amount not to exceed $58,620 and will be paid for exclusively by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

Currently, the Police Building's Energy Cost Index rating is $1.56 per square foot per year or $38,000 in average utility costs. The lighting and HVAC bids are expected to reduce energy costs by 20 percent which equates to $7,661.16 per year. New equipment will also account for reduced maintenance costs as well allowing City maintenance staff to focus on other priorities.

RESOLUTION NO. ______

A RESOLUTION AWARDING BID #10-59 AND AUTHORIZING A CONTRACT WITH CARRIER CORPORATION IN THE AMOUNT OF $58,620.00 FOR THE PURCHASE AND INSTALLATION OF HEATING AND AIR CONDITIONING IMPROVEMENTS FOR THE POLICE DEPARTMENT BUILDING

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 #10-59 and authorizes a contract, a copy of which is attached as Exhibit "A," with Carrier Corporation in the amount of $58,620.00, for the purchase and installation of heating and air conditioning improvements for the Police Department building.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

This contract executed this ____ day of ___________, 2010, between the City of Fayetteville, Arkansas, and Carrier Corporation. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Carrier Corporation at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-59 as stated in Carrier Corporation bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-59, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay Carrier Corporation based on their bid proposal in an amount not to exceed $58,620.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Carrier Corporation consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 10-59 with the specifications and conditions typed thereon.

   B. Carrier Corporation bid proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and Carrier Corporation and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Carrier Corporation.

5. Carrier Corporation shall not assign its duties under the terms of this agreement.

6. Carrier Corporation agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Carrier Corporation performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Carrier Corporation shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Carrier Corporation shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.

EXHIBIT
A

Property Damage Liability $1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Carrier Corporation.

8. Carrier Corporation to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Carrier Corporation with 10 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor 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 photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS_______DAY OF _____________, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

____
LIONELD JORDAN, Mayor

Attest:

____
Sondra Smith, City Clerk

Carrier BSS Corp.
CONTRACTOR

BY Gary Wolfe -Operations Manager
NAME AND TITLE

Gary Wolfe

ATTEST: COMPANY SECRETARY

____

____
BUSINESS ADDRESS

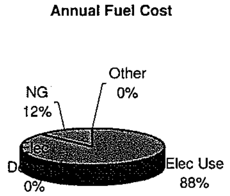
Energy Audit Analysis

Annual Cost Summary	Annual Cost	Energy Cost Index	Police Building	Annual Uage Summary	Annual Usage	Energy Use Index
Fuel	$	$/SF/Yr	Fayetteville, AR	Fuel	MMBtu	MBtu/SF/Yr
Electricity	$ 33,542	$ 1.37	April 10, 2010	Electricity	2,031.42	82.7
Nat. Gas	$ 4,771	$ 0.19	by: Ryan D. McClain, PE, LEED-AP, CEM	Nat. Gas	415	16.9
Others	$ -	$ -	Bldg. Type: Comm./Lt. Ind.	Others	n/a	n/a
Total	$ 38,314	$ 1.56	Bldg. Area: 24,555 Square Ft.	Total	2,446	99.6

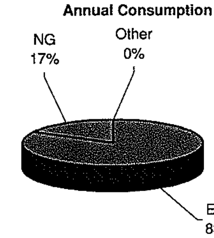
* Data from DOE EIA CBECS 2003 Census

Category No.	DOE EIA* Benchmark Category	Electric ECI $/Sq.Ft./Year	Gas ECI $/Sq.Ft./Year	Other ECI $/Sq.Ft./Year	Total ECI $/Sq.Ft./Year	Electricity EUI MBTU/Sq.Ft./Year	Gas EUI MBTU/Sq.Ft./Year	Other EUI MBTU/Sq.Ft./Year	Total EUI MBTU/Sq.Ft./Year
1	25,001 to 50,000 sf	$ 0.908	$ 0.215	$ 0.015	$ 1.138	40.38	29.76	7.50	77.64
2	Office Occ.	$ 1.397	$ 0.180	$ 0.130	$ 1.707	58.90	22.03	11.96	92.89
3	Built 1980-1989	$ 1.346	$ 0.220	$ 0.008	$ 1.573	60.69	28.16	11.23	100.08
4	West South Central	$ 1.026	$ 0.142	$ 0.001	$ 1.168	49.76	19.91	3.70	73.37
5	20 to 49 Employees	$ 1.089	$ 0.269	$ 0.025	$ 1.382	47.68	35.95	11.92	95.55
6	Fewer than 4,000 HDD	$ 1.157	$ 0.186	$ 0.003	$ 1.346	47.53	22.75	6.80	77.07
7	**Fayetteville, AR Facility**	**$ 1.37**	**$ 0.19**	$ -	**$ 1.56**	**82.7**	**16.9**	**n/a**	**99.6**

Annual Fuel Cost

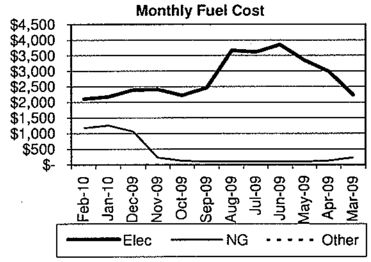


Annual Consumption

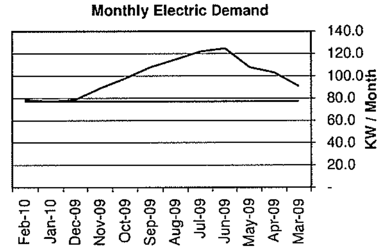


ADDITIONAL GRAPH AREA
(AS REQ'D)

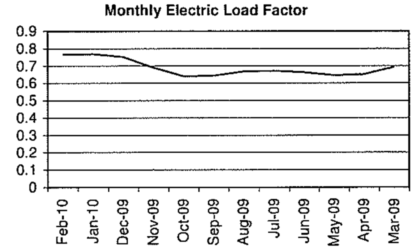
Monthly Fuel Cost



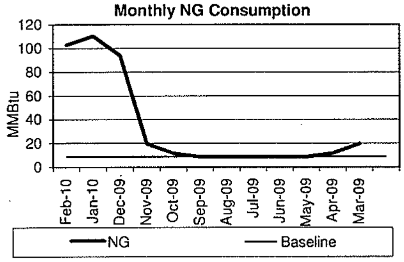
Monthly Electric Demand



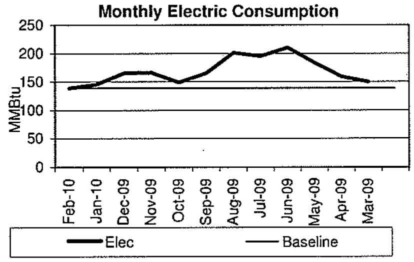
Monthly Electric Load Factor



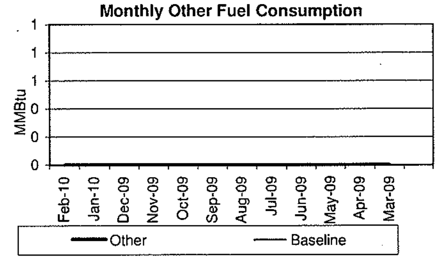
Monthly NG Consumption



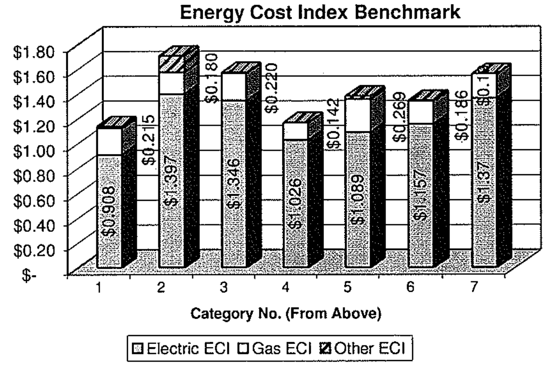
Monthly Electric Consumption



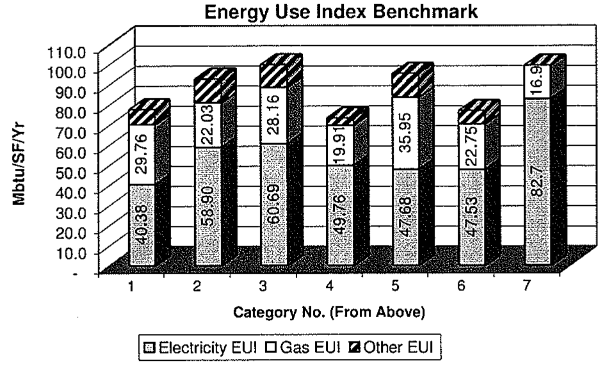
Monthly Other Fuel Consumption



Energy Cost Index Benchmark



Energy Use Index Benchmark



Fayetteville
ARKANSAS

BID: 10-59
DATE: 09/30/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-59, Construction - Police Department HVAC Improvements

	BIDDER		Total Turn-Key Bid Amount
1	Carrier Corp	$	58,620.00
2	Comfort Systems USA	$	71,665.00
3	Multi-Craft Contractors	$	67,228.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: A Foren
A. Foren, PURCH AGENT

J Main
WITNESS

9-30-10
DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

P-Cards shall be used when possible. If a vendor does not accept P-Card, please note at the bottom (Call x256 with questions)

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

Requisition No.:

Date: **10/14/2010**

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **Carrier Corporation**

Mail Yes:__ No:____

Address: **372 Agnes**

Fob Point:

Taxable Yes:_ No:____

Quotes Attached Yes:__x__

City: **Springdale**

State: **AR**

Zip Code: **72762**

Ship to code:

Divison Head Approval:

Requester: **John Coleman**

Requester's Employee #: **2974**

Extension: **272**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #
1	**Bid 10-59 - Police Energy Retrofit**	**1**	**EA**	**58,620.00**	**$58,620.00**	**2240.9240.5801.00**	**9011.001**	
2								
3								
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: **$58,620.00**

Tax: **$0.00**

Total: **$58,620.00**

Approvals:

Mayor: ____________________

Department Director: [signature]

Purchasing Manager: ____________________

Finance & Internal Services Director: ____________________

Budget Manager: ____________________

Chief Of Staff: ____________________

Dispatch Manager: ____________________

Utilities Manager: ____________________

Other: ____________________

City of Fayetteville
Bid 10-59, Construction - Police Department HVAC Improvements
Bid Form

BASE BID

ITEM#	DESCRIPTION	UNIT	QTY.	UNIT PRICE
1	Complete project turn-key as specified	L.S.	1.00	FIFTY-EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS.

TOTAL BASE BID PRICE $ 58,620.00

Acknowledge Addenda

Addenda #	Name	Date
1	Monty Nance	9-22-10
2	Monty Nance	9-24-10
3	Monty Nance	9-29-10

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between .words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding. Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name CARRIER CORPORATION
By Monty Nance - MONTY NANCE
Address 372 AGNES - 372 AGNES
City TONTITOWN (SHIP TO) SPRINGDALE (US POSTAL)
State AR 72770 AR 72762
E-Mail monty.nance@carrier.utc.com
Phone# 479-756-4555

MAIN STATE OFFICE:
1805 BOND AVE.
LITTLE ROCK, AR 72206

CORPORATE ADDRESS:
ONE CARRIER PLACE
FARMINGTON, CT 06034-4015

** Arkansas State Contractor's License Number: 0031400411

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

Fayetteville
ARKANSAS

Project Check List

Bid 10-59, Construction – Police Department HVAC Improvements

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [x] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- [x] All bidders shall submit a "Statement of Disclosure" on such form provided with the bid documents.
- [x] All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: CARRIER CORPORATION

ARKANSAS CONTRACTORS LICENSE NUMBER: #0031400409

Fayetteville ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Bid 10-59, Addendum 1

Bid 10-59, Construction – Police Department HVAC Improvements

Date: Wednesday, September 22, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

1. **A non-mandatory pre-bid meeting will be held on Thursday, September 23, 2010 at 10:00 AM, local time at 113 W. Mountain, Fayetteville, AR 72701 in Room 111.**

Acknowledge Addendum #1:

Printed Name: MONTY NANCE

Signature: Monty Nance

Title: SERVICE ACCOUNT MNGR Date: 9-22-10

Company: CARRIER CORP.

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Bid 10-59, Addendum 2

Bid 10-59, Construction – Police Department HVAC Improvements

Date: Friday, September 24, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

The following addendum and any attached drawings, schedules, details and/or specifications shall become a part of the contract documents dated 8/27/10 and titled Bid 10-59, HVAC UPGRADE, FAYETTEVILLE POLICE BUILDING.

GENERAL

1. All language regarding sales tax shall be removed and replaced with the following:
   a. **All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.**

2. **All needed electrical components required by an electrician to complete the work specified in this bid will be performed by King Electrical Contractors, on behalf the City of Fayetteville (479.443.0006).**

3. **Note: Attached two (2) scanned images from drawings.**

MECHANICAL

1. **AT COVER SHEET** GENERAL NOTES, ITEM 1.1 CHANGE DATE FOR SUBSTANTIAL COMPLETION TO BE FEBRUARY 11, 2011.

2. **AT A/M1.1** MECHANICAL ROOF PLAN
   - 2.1. AT KEYED MECHANICAL NOTES CHANGE ALL REFERENCES THAT CALL FOR THE PROVISION OF A NEW <u>T-STAT</u> TO SAY NEW <u>ZONE SENSOR</u> INSTEAD.
   - 2.2. REMOVE KEYED NOTE 4 FROM RTU-1B & RTU-2B.
   - 2.3. AT RTU-5 CHANGE NOTE TO SAY "REPLACE EXISTING T-STAT WITH NEW ZONE SENSOR AT SAME LOCATION."
   - 2.4. AT SOUTHEAST CORNER OF ROOF DO THE FOLLOWING:

2.4.1. NEAR FLUE PENETRATION IDENTIFIED BY KEYED NOTE 6 THERE IS AN ADDITIONAL LAB HOOD VENT TERMINATION HERE ABOVE ROOF. ADD DRAWING NOTE HERE THAT SAYS "CAP, SEAL AND INSULATE EXISTING UNUSED VENT HERE (APPROX 6Ø SIZE)".

2.4.2. REMOVE TWO OF THE THREE INSTANCES KEYED NOTE 7 IS USED ON THE DRAWING.

2.5. ADD DRAWING NOTE: "ALL RTU'S HAVE THRU-THE-BASE ELECTRICAL SERVICE. COORDINATE WITH EC TO REWORK ELECTRICAL SERVICE ROUTING AS REQUIRED TO NOT INTERFERE WITH FIT OF NEW CURB ADAPTERS. POWER SHALL STILL BE ROUTED THRU THE BASE IN THE NEW UNIT CONFIGURATION."

3. **AT A/M2.1** TRIDIUM NIAGARA WEB-PANEL ADD NOTE "PANEL TO BE INSTALLED AT NORTHEAST CORNER OF BUILDING AT BASEMENT LEVEL. COORDINATE EXACT FINAL LOCATION WITH OWNER'S IT REPRESENTATIVE."

4. **AT C/M2.1** ADD ECONOMIZER STATUS POINT.

4.1. **AT M2.2, "SEQUENCE FOR EXISTING TO REMAIN RTU'S"**, PARAGRAPH TITLED "SYSTEM LEVEL" ADD "I. ECONOMIZER ENABLE/DISABLE (MONITORING ONLY).

END OF ADDENDUM

Acknowledge Addendum #2:

Printed Name: MONTY NANCE

Signature: Monty Nance

Title: SERVICE ACCOUNT MANAGER Date: 9-24-10

Company: CARRIER CORP.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Bid 10-59, Addendum 3

Bid 10-59, Construction – Police Department HVAC Improvements

Date: Wednesday, September 29, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: The following addendum and any attached drawings, schedules, details and/or specifications shall become a part of the contract documents in the above referenced project. Any items deemed pre-approved herein shall only be considered pre-approved for bidding purposes and will still be subject to construction submittal review. Unless otherwise noted the scope of manufacturer(s) pre-approval shall not be comprehensive and shall only apply to items listed herein.

Request:

To bid the following manufacturer(s) and item(s):
Siemens Apogee Automation System Controller
Siemens Room Temperature Sensors, Series 1000 and Series 2000 Interactive.

Response:

1. **MECHANICAL:**
   1.1. The manufacturer listed above shall be considered an allowed manufacturer.

END OF ADDENDUM 3

Acknowledge Addendum #3:

Printed Name: MONTY NANCE

Signature: Monty Nance

Title: SERVICE ACCOUNT MANAGER Date: 9-29-10

Company: CARRIER CORP.

CHUBB

CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P. O. Box 1615, Warren, NJ 07061-1615

AIA DOCUMENT A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

CARRIER CORPORATION
Carrier Parkway TR 4 Syracuse NY 13221
as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Surety)

FEDERAL INSURANCE COMPANY
15 Mountain View Road Warren NJ 07059
a corporation duly organized under the laws of the State of IN
as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

CITY OF FAYETTEVILLE, AR
113 W. Mountain Street Fayetteville, AR
as Obligee, hereinafter called Obligee, in the sum of
Five percent of amount bid Dollars ($5% of Amount Bid),
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

(Here insert full name, address and description of project

HVAC Renovation - Replacement of (4) Package Units and controls system installation for the Fayetteville Police Dept., 100 W. Rock Street, Fayetteville, AR 72701

NOW, THERFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 30th day of September 2010

CARRIER CORPORATION

CORPORATE SEAL 1978 DELAWARE CARRIER CORPORATION

Tari Button
Tari Button (Witness)

Deborah J. Hall
Deborah J. Hall (Principal) (Seal)
Assistant Secretary
(Title)

FEDERAL INSURANCE COMPANY

Tari Button
Tari Button (Witness)

Nancy Pultorak
Nancy Pultorak (Surety) (Seal)
Attorney-in-Fact
(Title)

FEDERAL INSURANCE COMPANY INDIANA

Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms exactly to the language used in AIA Document A310 February 1970 edition.

Chubb Surety | **POWER OF ATTORNEY** | Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company | Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

CHUBB

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jenny Berube, Deborah Hall and Nancy Pultorak and Thomas Van Arnam of Syracuse, New York** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds (other than bail bonds) and undertakings not to exceed $3,000,000.00 (Three million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same , nor consents to the modification or alteration of any instrument referred to in said bonds or obligations) on behalf of **Carrier Corporation and its subsidiaries** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **21st day of July, 2008**.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this 21st day of July, 2008 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT
NOTARY PUBLIC
NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

S. Bradt
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 30th day of September 2010

FEDERAL INSURANCE COMPANY INDIANA
PACIFIC INDEMNITY COMPANY WISCONSIN
VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ 257,630	Outstanding Losses and Loss Expenses	$ 11,900,150
United States Government, State and Municipal Bonds	11,077,454	Unearned Premiums	3,345,760
Other Bonds	4,042,056	Reinsurance Premiums Payable	322,875
Stocks	778,949	Provision for Reinsurance	79,993
Other Invested Assets	1,758,696	Other Liabilities	717,789
TOTAL INVESTMENTS	17,914,785	TOTAL LIABILITIES	16,366,567
Investments in Affiliates:		Special Surplus Funds	176,031
Chubb Investment Holdings, Inc.	2,881,003	Capital Stock	20,980
Pacific Indemnity Company	2,200,172	Paid-In Surplus	3,106,809
Chubb Insurance Investment Holdings Ltd.	1,539,334	Unassigned Funds	11,017,701
Executive Risk Indemnity Inc.	1,078,688		
CC Canada Holdings Ltd.	607,555		
Great Northern Insurance Company	453,227	SURPLUS TO POLICYHOLDERS	14,321,521
Chubb European Investment Holdings SLP	271,092		
Chubb Insurance Company of Australlia	255,177		
Vigilant Insurance Company	176,625		
Other Affiliates	349,088		
Premiums Receivable	1,458,416		
Other Assets	1,502,926	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	$ 30,688,088
TOTAL ADMITTED ASSETS	$ 30,688,088		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. Investments valued at $448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary of the Federal Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me this

Dorothy Baker
Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013

Yvonne Baker
Assistant Secretary

City of Fayetteville
Bid 10-59, Construction – Police Department HVAC Improvements
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

________ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Gary Wolfe
Printed Name

[signature] OPS MANAGER CARRIER BSS
Signature

09/29/2010
Date

License No. 0031400411

State of Arkansas

Contractors Licensing Board

CARRIER CORPORATION
1805 BOND AVE
LITTLE ROCK, AR 72206

This is to Certify That CARRIER CORPORATION

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

SPECIALTY
Heating, Ventilation, Air Conditioning,
Refrigeration

with the following suggested bid limit Unlimited

from May 14, 2010 **until** April 30, 2011

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 14, 2010

EQUIPMENT DETAILS & WARRANTIES – PACKAGE UNITS

One (1) Carrier Model 48HCEA04A0M3-2F0D0 High Eff Med Gas Heat Single Pkg Unit: Nominal 3 ton Downflow System, 208/230-1-60

- *Medium Heat*
- *Single Stage Compressor Models*
- *Al/Cu - Al/Cu - Louvered Hail Guards*
- *Thru-The-Base Connections*
- *RTU Open Controller, Enthalpy economizer with barometric relief*
- *LonWorks Option Card*
- *Motormaster II Low Ambient Control*
- *Roof Curb Adapter*

Two (2) Carrier Model 48HCEA05A0M3-2F0D0 High Eff Med Gas Heat Single Pkg Unit: Nominal 4 ton Downflow System, 208/230-1-60

- *Medium Heat*
- *Single Stage Compressor Models*
- *Medium Static Option – Belt Drive*
- *Al/Cu - Al/Cu - Louvered Hail Guards*
- *Thru-The-Base Connections*
- *RTU Open Controller, Enthalpy economizer with barometric relief*
- *LonWorks Option Card*
- *Motormaster II Low Ambient Control*
- *Roof Curb Adapter*

One (1) Carrier Model 48HCED08A2M5-2F0D0 High Eff Med Gas Heat Single Pkg Unit: Nominal 7.5 ton Downflow System, 208/230-3-60

- *Medium Heat*
- *Two Stage Compressor Models*
- *Al/Cu - Al/Cu - Louvered Hail Guards*
- *Thru-The-Base Connections*
- *RTU Open Controller, Enthalpy economizer with barometric relief*
- *LonWorks Option Card*
- *Motormaster II Low Ambient Control*
- *Roof Curb Adapter*

Services Include:

- **One year Parts only warranty**
- **Five year Compressor warranty**
- **30 Days Labor warranty**

EQUIPMENT DETAILS & WARRANTIES – CONTROLS

1. Submittal data and Carrier ComfortDraw Control drawings per specification.
2. i-Vu Open web based appliance, allowing you to view and control your Carrier system from any PC on your network with a standard web browser.
3. Installation and termination of BACnet MS/TP communication wiring.
4. Installation and termination of low voltage control system sensor wiring.
5. Programming and controls startup for (4) RTUs with factory mounted i-Vu Open BACnet controllers.
6. Provide and field install (2) i-Vu Open BACnet controllers for the RTUs that will not be replaced.
7. Installation and termination of Carriers sensors and control devices.
8. Installation of (6) Carrier i-Vu Open Space temperature sensors with LCD display, set point adjustment, local override and alarm icon.
9. All Control system software and programming.
10. Provide one graphic for each piece of equipment.
11. Customer training
12. **WARRANTY–** Carrier warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Carrier also warrants all Carrier parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Carrier in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

Carrier

Mechanical Service and Repair Accounts

Listed below is a sampling of the accounts that the Carrier Corporation is currently providing mechanical services in the state of Arkansas. We have provided the listed services (scope of work) beginning with the startup date and continuing through the current time.

1. **Facility:** University of Arkansas
   Location: Fayetteville, Arkansas
   Start-up: 1996 and earlier
   Services: Preventative Maintenance, Repairs, Replacements & Controls
   Capacity: Excess of 8300 total tons – (6) units

2. **Facility:** Wal-Mart Data Centers
   Location: Bentonville, Arkansas
   Start-up: 1998 and earlier
   Services: Preventative Maintenance, Repairs & Replacements
   Capacity: Excess of 9,300 total tons – multiple units

3. **Facility:** Standard Register
   Location: Fayetteville, Arkansas
   Start-up: 2004 and earlier
   Services: Preventative Maintenance, Repairs, Replacements & Controls
   Capacity: Excess of 1,000 total tons – multiple units

4. **Facility:** Datatronics (Arkansas Best Freight)
   Location: Fort Smith, Arkansas
   Start-up: 2001 and earlier
   Services: Preventative Maintenance, Repairs, Replacements & Controls
   Capacity: Excess of 2,000 total tons – multiple units

5. **Facility:** Pratt & Whitney
   Location: Springdale, Arkansas
   Start-up: 1999 and earlier
   Services: Preventative Maintenance, Repairs, Replacements & Controls
   Capacity: Excess of 500 total tons – multiple units

6. **Facility:** North Arkansas College
   Location: Harrison, Arkansas
   Start-up: 2001 and earlier
   Services: Preventative Maintenance, Repairs, Replacements & Controls
   Capacity: Excess of 600 total tons – multiple units

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

John Coleman		Sustainability
Submitted By	**Division**	**Department**

Action Required:

Bid 10-63 -- Staff recommends approval of Bid 10-63 to King Electric for a total not to exceed $45,140 for lighting improvements on the Police Building.

$ 45,140.00	$ 250,000.00	Energy Efficiency and Conservation
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5801.00	$ 46,022.46	Energy Efficiency and Conservation
Account Number	Funds Used to Date	Program / Project Category Name
09011.0010	$ 203,977.54	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director	10/14/2010 Date	Previous Ordinance or Resolution #	
City Attorney	10-14-10 Date	Original Contract Date:	
		Original Contract Number:	
Finance and Internal Services Director	10-14-2010 Date	Received in City Clerk's Office 10-14-10P02:54 RCVD	
Chief of Staff	10-15-10 Date	Received in Mayor's Office ENTERED 10/14/10	
Mayor	10/18/10 Date		

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO:	Mayor Jordan
FROM:	John Coleman, Sustainability Director JC
Thru:	Don Marr, Chief of Staff
DATE:	October 14, 2010
SUBJECT:	Police Department Bid 10-63 – Energy Retrofit

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has awarded bids to cover both lighting and heating and air conditioning (HVAC) retrofits on the Police Department building.

Bid 10-63 was awarded to King Electric for an amount not to exceed $45,140 after receiving four bids on the project. This contract focuses on lamp replacement throughout the facility that will provide better functional lighting as well as greater energy efficiency.

Environmental Impact

The Police Building has a total Energy Use Index (EUI) of 99.6 MBtus per square foot per year (see attached audit analysis). This project is expected to drop the EUI to 80 or by about 20 percent.

Budget Impact

Bid 10-63 was awarded for an amount not to exceed $45,140 and will be paid for exclusively by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

Currently, the Police Building's Energy Cost Index rating is $1.56 per square foot per year or $38,000 in average utility costs. The lighting and HVAC bids are expected to reduce energy costs by 20 percent which equates to $7,661.16 per year. New equipment will also account for reduced maintenance costs as well allowing City maintenance staff to focus on other priorities.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-63 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL CONTRACTORS, INC. IN THE AMOUNT OF $45,140.00 FOR THE PURCHASE AND INSTALLATION OF LIGHTING IMPROVEMENTS FOR THE POLICE DEPARTMENT BUILDING

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 #10-63 and authorizes a contract, a copy of which is attached as Exhibit "A," with King Electrical Contractors, Inc. in the amount of $45,140.00, for the purchase and installation of lighting improvements for the Police Department building.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED: ATTEST:

By: ____________________________
LIONELD JORDAN, Mayor

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

This contract executed this ____ day of ___________, 2010, between the City of Fayetteville, Arkansas, and King Electrical Contractors, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. King Electrical Contractors, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-63 as stated in King Electrical Contractors, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-63, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay King Electrical Contractors, Inc. based on their bid proposal in an amount not to exceed $45,140.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and King Electrical Contractors, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 10-63 with the specifications and conditions typed thereon.

   B. King Electrical Contractors, Inc. bid proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and King Electrical Contractors, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and King Electrical Contractors, Inc.

5. King Electrical Contractors, Inc. shall not assign its duties under the terms of this agreement.

6. King Electrical Contractors, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from King Electrical Contractors, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. King Electrical Contractors, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, King Electrical Contractors, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	

EXHIBIT
A

Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by King Electrical Contractors, Inc.

8. King Electrical Contractors, Inc. to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or King Electrical Contractors, Inc. with 10 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor 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 photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS_______DAY OF _____________, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

____
LIONELD JORDAN, Mayor

Attest:

____
Sondra Smith, City Clerk

King Electric
CONTRACTOR

BY Chris King
NAME AND TITLE
Chris King President

ATTEST: COMPANY SECRETARY

Karen King
BUSINESS ADDRESS
2145 W Moore Ln
Fayetteville AR 72704

Energy Audit Analysis

Police Building

Fayetteville, AR
April 10, 2010
by: Ryan D. McClain, PE, LEED-AP, CEM

Annual Cost Summary	Annual Cost	Energy Cost Index
Fuel	$	$/SF/Yr
Electricity	$ 33,542	$ 1.37
Nat. Gas	$ 4,771	$ 0.19
Others	$ -	$ -
Total	$ 38,314	$ 1.56

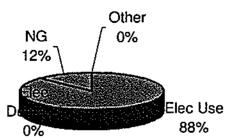
Bldg. Type	Comm./Lt. Ind.
Bldg. Area	24,555 Square Ft.

Annual Uage Summary	Annual Usage	Energy Use Index
Fuel	MMBtu	MBtu/SF/Yr
Electricity	2,031.42	82.7
Nat. Gas	415	16.9
Others	n/a	n/a
Total	2,446	99.6

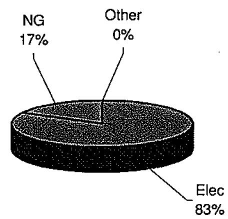
* Data from DOE EIA CBECS 2003 Census

Category No.	DOE EIA* Benchmark Category	Electric ECI $/Sq.Ft./Year	Gas ECI $/Sq.Ft./Year	Other ECI $/Sq.Ft./Year	Total ECI $/Sq.Ft./Year	Electricity EUI MBTU/Sq.Ft./Year	Gas EUI MBTU/Sq.Ft./Year	Other EUI MBTU/Sq.Ft./Year	Total EUI MBTU/Sq.Ft./Year
1	25,001 to 50,000 sf	$ 0.908	$ 0.215	$ 0.015	$ 1.138	40.38	29.76	7.50	77.64
2	Office Occ.	$ 1.397	$ 0.180	$ 0.130	$ 1.707	58.90	22.03	11.96	92.89
3	Built 1980-1989	$ 1.346	$ 0.220	$ 0.008	$ 1.573	60.69	28.16	11.23	100.08
4	West South Central	$ 1.026	$ 0.142	$ 0.001	$ 1.168	49.76	19.91	3.70	73.37
5	20 to 49 Employees	$ 1.089	$ 0.269	$ 0.025	$ 1.382	47.68	35.95	11.92	95.55
6	Fewer than 4,000 HDD	$ 1.157	$ 0.186	$ 0.003	$ 1.346	47.53	22.75	6.80	77.07
7	**Fayetteville, AR Facility**	**$ 1.37**	**$ 0.19**	**$ -**	**$ 1.56**	**82.7**	**16.9**	**n/a**	**99.6**

Annual Fuel Cost

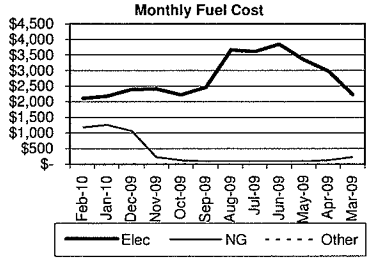


Annual Consumption

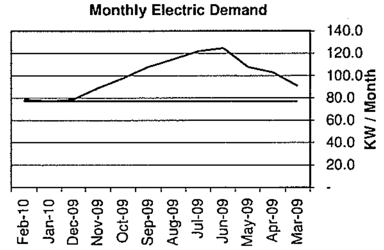


ADDITIONAL GRAPH AREA
(AS REQ'D)

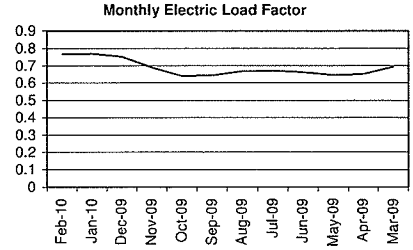
Monthly Fuel Cost



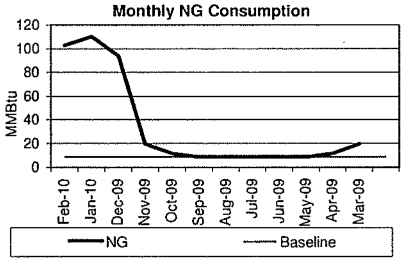
Monthly Electric Demand



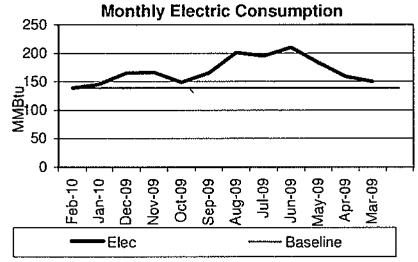
Monthly Electric Load Factor



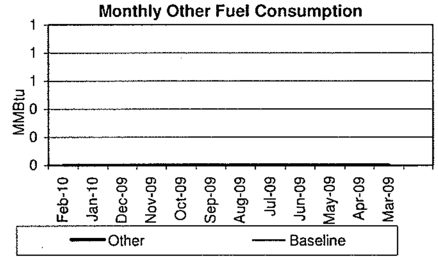
Monthly NG Consumption



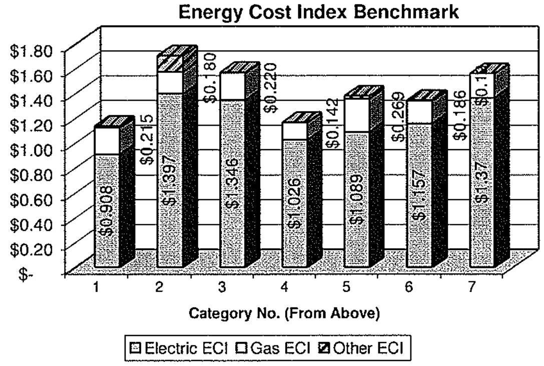
Monthly Electric Consumption



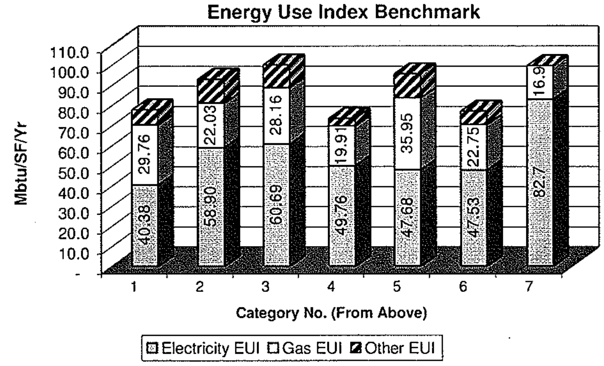
Monthly Other Fuel Consumption



Energy Cost Index Benchmark



Energy Use Index Benchmark



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

P-Cards shall be used when possible. If a vendor does not accept P-Card, please note at the bottom (Call x256 with questions)

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

Requisition No.:		Date: **10/14/2010**	
P.O Number:		Expected Delivery Date:	
Vendor #:	Vendor Name: **King Electric**	Mail Yes:__ No:____	
Address: **2145 W Moore Lane**	Fob Point:	Taxable Yes:__ No:____	Quotes Attached Yes:__x__
City: **Fayetteville**	State: **AR**	Zip Code: **72701**	Ship to code:
Divison Head Approval:			
Requester: **John Coleman**	Requester's Employee #: **2974**	Extension: **272**	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #
1	**Bid 10-63 - Police Energy Retrofit**	**1**	**EA**	**45,140.00**	**$45,140.00**	**2240.9240.5801.00**	**9011.001**	
2								
3								
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:	**$45,140.00**
Tax:	**$0.00**
Total:	**$45,140.00**

Approvals:

Mayor: ____________________

Department Director: JhCole

Purchasing Manager: ____________________

Finance & Internal Services Director: ____________________

Budget Manager: ____________________

Chief Of Staff: ____________________

Dispatch Manager: ____________________

Utilities Manager: ____________________

Other: ____________________

Fayetteville
ARKANSAS

BID: 10-63
DATE: 10/13/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-63, Construction - Police Department Lighting Upgrades

	BIDDER	Total Turn-Key Bid Amount
1	Fleming Electric, Inc.	$71,745.71
2	Industrial Electrical Contractors, Inc.	$47,286.86
3	King Electrical Contractors	$45,140.00
4	Multi-Craft Contractors, Inc.	$54,750.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P Vice 10/13/10

P. VICE, PURCH MGR — WITNESS — DATE

City of Fayetteville
Bid 10-63, Construction - Police Department Lighting Upgrades
Bid Form

ITEM#	DESCRIPTION	UNIT	QTY.	UNIT PRICE
1	COMPLETE PROJECT TURN-KEY AS SPECIFIED	L.S.	1.00	45,140.00

TOTAL BASE BID PRICE $ 45,140.00

fourty five Thousand one hundred and fourty dollars.

Acknowledge Addenda

Addenda #	Name	Date
1	Chris King	10-8-10

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding. Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name King Electric

By Chris King

Address 2145 W Moore Lane

City Fayetteville

State AR

E-Mail Chris@CKingelectric.net

Phone# 479-443-0006

** Arkansas State Contractor's License Number:

0063870411

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, King Electrical Contractors, Inc.

as Principal, hereinafter called the Principal,

and the The Gray Casualty & Surety Company,

of P. O. Box 6202, Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars ($ 5% of Bid), 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 Bid 10-63 - Police Department Lighting Upgrade

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 13th day of October, 2010.

King Electrical Contractors, Inc. (Seal)

Witness

Principal

Title

The Gray Casualty & Surety Company

Witness

By Pamela K. Hays, Attorney-in-Fact

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **William H. Griffin, Matthew K. Cashion, Jr.,Judy Schoggen and Pamela K. Hays, of Little Rock, Arkansas jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2003.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Executive Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 30th day of June, 2003, before me, a Notary Public, personally appeared Michael T Gray, President of the Gray Insurance Company and Executive Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark M. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of October, 2010.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

City of Fayetteville
Bid 10-63, Construction – Police Department Lighting Upgrade
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

__✓__ 1.) NO KNOWN RELATIONSHIP EXISTS

______ 2.) RELATIONSHIP EXISTS (Please explain)

____

____

____

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Chris King
Printed Name

[signature]
Signature

10-13-10
Date

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Bid 10-63, Addendum 1

Bid 10-63, Construction – Police Department Lighting Upgrades

Date: Friday, October 08, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

The following addendum and any attached drawings, schedules, details and/or specifications shall become a part of the contract documents dated titled LIGHTING UPGRADE, FAYETTEVILLE POLICE BUILDING.

1. ELECTRICAL

1.1. AT SHEET E1.1, MAKE THE FOLLOWING CHANGES TO THE LIGHT FIXTURE SCHEDULE:

1.1.1. FIXTURE X01 LED EXIT SIGN SHALL BE CHANGED TO: LAMP WATTS (1), VOLTS (120), LOAD VA (1), LAMP TEMP (NA), MANUFACTURER (ASTRALITE INC.), MODEL (LG-M-U-R-W-EM-SD), MOUNTING (CEILING).

1.1.2. FIXTURE S01 ELEVATOR PIT LIGHT SHALL BE CHANGED TO: LAMP WATTS (32), VOLTS (120), LOAD VA (32), LAMP TEMP (4100), MANUFACTURER (LUMARK), MODEL (PLVS-W-GG-32-UNV), MOUNTING (WALL).

END OF ADDENDUM

Acknowledge Addendum #1:
Printed Name: Chris King
Signature: CK
Title: President Date: 10-13-10
Company: King Electric

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE ARKANSAS 72704
Phone (479)443-0006
Fax (479)443-1719

WARRANTY/GUARANTEE

Project: Fayetteville Police Lighting Upgrade

King Electrical Contractors hereby, guarantees and warrant all defects in labor and material provided by this subcontractor, on the above referenced project for a period of one year. All wiring does meet or exceed applicable NEC and NFPA standards. By signing this agreement the subcontractor hereby warrants the work stated above. Period of warranty starts from the date of substantial completion.

Signed: [signature]
Title: President
Date: 10-13-10

State of Arkansas, County of Washington, Swom to and Subscribed before me this 13th day of October

NOTARY PUBLIC [signature] EXPIRES 11-17-2018

ALTA J. DAVIS
MY COMMISSION # 12368693
EXPIRES: November 17, 2018
Washington County

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Alison Jumper	Park Planning	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

Staff requests approving change order # 3 with Sweetser Construction, Inc. in the amount of $66,668 for the Construction phase three of Bryce Davis Park (see attached memo).

$ 66,668.00	$ 309,138.00	Neighborhood Park Development
Cost of this request	Category / Project Budget	Program Category / Project Name
2250.9255.5806.00	$ 161,774.80	Parks Development
Account Number	Funds Used to Date	Program / Project Category Name
02013.0802	$ 147,363.20	Parks Development/PLDO (NW)
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Alison Jumper
Department Director in Connie's absense — 10/15/2010 Date

City Attorney — 10-15-10 Date

Paul A. Becker
Finance and Internal Services Director — 10-18-2010 Date

Don Marr
Chief of Staff — 10-18-10 Date

Lioneld Jordan
Mayor — 10/18/10 Date

Previous Ordinance or Resolution # 33-10

Original Contract Date: 2/16/2010

Original Contract Number:

Received in City Clerk's Office 10-15-10P03:49 RCVD
KS

Received in Mayor's Office ENTERED 10/15/10 BKP

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

To: Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

From: Alison Jumper, Park Planning Superintendent aj

Date: October 15, 2010

Subject: **Request for approval of change order # 3 with Sweetser Construction, Inc. for the Construction of a portion of Phase 3 of Bryce Davis Park.**

PROPOSAL:

Bryce Davis Park is located at 1595 N. Dartmouth Dr. Approximately 17 acres were added to the existing 9.2 acre park in 2008. The park now serves as a community park for the northwest quadrant of the City. A master plan for the park has been developed and is being constructed in phases. Phase one included the addition of a restroom which is complete. The second phase included the construction of Iams Dog Park which was opened on October 14th and the third phase includes an additional pavilion, picnic areas, benches and tables and parking area.

On February 16, 2010 City Council passed Resolution No. 33-10 awarding Bid # 10-15 and aproving a contract with Sweetser Construction, Inc, in the amount of $122,027 for the construction of Iams Park at Bryce Davis.

Staff has submitted a phased Site Improvement Plan for phase three of the park development. The first phase will include the addition of approximately 386 linear feet of concrete sidewalk, installing a second pavilion donated by Ozark Natural Foods, 5 benches, 5 tables, an electrical extension, 15 trees and a 24 space parking lot. The second phase will include the parking lot and associated landscaping which will be constructed in 2011. The type of work required with the addition of the first phase is consistent with the work already performed by Sweetser Construction, Inc. while constructing the dog park.

RECOMMENDATION:

Staff recommends approving change order # 3 with Sweetser construction to construct concrete sidewalk and set a pavilion, picnic tables and benches in the amount of $66,668. A project contigency balance of $1,643 remains.

BUDGET IMPACT:

The project is funded with Park Development funds from Park Land Dedication Northwest Quadrant. Park Land Dedication funds must be spent within three years of receipt. The approval of this change order will ensure the required funds for this quadrant are spent this year.

Attachments:

Staff Review Form
Resolution No. 33-10
Sweetser Construction, Inc. Change Order No. 3 Cost Estimate
Change Order No. 3

RESOLUTION NO. ______

A RESOLUTION APPROVING CHANGE ORDER #3 TO A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $66,668.00 FOR THE CONSTRUCTION OF PHASE THREE OF BRYCE DAVIS PARK

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 Change Order #3, a copy of which is attached as Exhibit "A," to the contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of phase three of Bryce Davis Park.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

CHANGE ORDER NO. 3 Cost Plus X Pre-Agreed Unit Price X

Project Name and Number: **Construction of Iams Park at Bryce Davis Park, Resolution No. 33-10**

Name of Contractor: Sweetser Construction, Inc.

Address of Contractor: 590 West Poplar, Fayetteville, AR 72703

Date of Contract: February 16, 2010

Original Contract Sum:	$ 122,027.00
Total Amount of All Previous Approved Change Orders:	$ 10,56 0.00
Contract Sum prior to this Change Order:	$ 132,587.00
Contract Sum increase this Change Order:	$ 66,668.00
New Contract Sum including this Change Order:	$ 199,255.00

Subject and Reason for this Change Order: Staff has submitted a Site Improvement Plan for a portion of phase three of the park development. The project will include the addition of approximately 386 linear feet of concrete sidewalk, installing a second pavilion donated by Ozark Natural Foods, 5 benches, 5 tables, an electrical extension, 15 trees and a 24 space parking lot. The type of work required with the addition of this phase is consistent with the work already performed by Sweetser Construction, Inc. while constructing the dog park. The project is funded with Park Development funds from Park Land Dedication Northwest Quadrant. Park Land Dedication funds must be spent within three years of receipt. The approval of this change order will ensure the required funds for this quadrant are spent this year.

Additional Time Requested: 60 Calendar Days

Dated this 12 day of October 2010.

CITY OF FAYETTEVILLE

Parks & Recreation Department

By: Alison Jumper
Alison Jumper, Park Planning Superintendent

Sweetser Construction, Inc.
Contractor
By: [signature]
Title: PRESIDENT
ATTEST: Charles W. Miller

CITY OF FAYETTEVILLE

By: ______________________
Mayor Lioneld Jordan

ATTEST:

____

EXHIBIT
A

RESOLUTION NO. 33-10

A RESOLUTION AWARDING BID #10-15 AND APPROVING A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF $122,027.00 FOR CONSTRUCTION OF IAMS DOG PARK AT BRYCE DAVIS PARK, AND APPROVING A 10% PROJECT CONTENGENCY

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 #10-15 and approves a contract, a copy of which is attached to this Resolution as Exhibit "A" and incorporated herein, with Sweetser Construction, Inc. in the amount of $122,027.00 for construction of Iams Dog Park at Bryce Davis Park, and approves a ten percent (10%) project contingency.

PASSED and **APPROVED** this 16th day of February, 2010.

APPROVED:

By: Lioneld Jordan
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK/TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Construction of Wilson Park Trail Renovation Lighting
Change Order #1
Cost Estimate

September 29, 2010

ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	ESTIMATE
1	EROSION CONTROL	L.F.	650	10.00	6,500.00
2	TREE REMOVAL	L.S.	1	1,900.00	1,900.00
3	TREE PRESERVATION	L.F.	715	10.00	7,150.00
4	ELECTRIC LINE EXTENSION-APPROX. 465 L.F.	L.S.	1	3,500.00	3,500.00
5	MOVE AND SET PAVILION	L.S.	1	4,500.00	4,500.00
6	PRIME AND PAINT PAVILION	L.S.	1	4,500.00	4,500.00
7	CONCRETE SIDEWALK- 4" THICK	S.Y.	380	$32.00	$12,160
8	CONCRETE PAVILION PAD- 5" THICK	S.Y.	131	$48.00	$6,288
9	BIKE RACKS COMPLETE IN PLACE	EA.	2	$300.00	$600
10	7' PICNIC TABLES COMPLETE IN PLACE	EA.	5	$1,500.00	$7,500
11	6' BENCHES-COMPLETE IN PLACE	EA.	5	$1,000.00	$5,000
12	QUERCUS PHELLOS	EA.	3	220.00	660.00
13	CARYA TOMENTOSA	EA.	5	228.00	1,140.00
14	QUERCUS MACROCARPA	EA.	4	230.00	920.00
15	QUERCUD SHUMARDII	EA.	1	225.00	225.00
16	ACER RUBRUM 'AUTUMN FLAME'	EA.	2	215.00	430.00
17	PINUS TAEDA	EA.	1	195.00	195.00
18	SITE RESTORATION	L.S.	1	3,500.00	3500.00
TOTAL					66,668.00

Respectfully submitted,

Firm Name: Sweetser Construction, Inc.

By: [signature]

Date: 10/15/10

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

G. Tabor	Patrol	Police
Submitted By	**Division**	**Department**

Action Required:

Acceptance of the non-matching 2010-2011 Internet Crimes Against Children (ICAC) Task Force Program Continuation Grant award and approval of a budget adjustment in the amount of $10,000.

$ 10,000.00	$ 10,000.00	ICAC Task Force
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2920-various	$ -	Grant
Account Number	Funds Used to Date	Program / Project Category Name
06033-1011	$ 10,000.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ]   **Budget Adjustment Attached** [X]

	Date
Department Director	10-15-10
City Attorney	10-15-10
Paul A. Becker — Finance and Internal Services Director	10-18-2010
Chief of Staff	10-18-10
Lioneld Jordan — Mayor	10/18/10

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office: 10-15-10P01:49 RCVD Kim S.

Received in Mayor's Office: ENTERED 10/15/10

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police

Date: October 15, 2010

Subject: Acceptance of 2010-2011 Internet Crimes Against Children Grant and Budget Adjustment

PROPOSAL:

The Arkansas State Police has awarded an Internet Crimes against Children (ICAC) Task Force Program Continuation Sub-grant for 2010-2011 to the Fayetteville Police Department's Special Investigations Unit in the amount of $10,000. These funds will be used to purchase a Forensic Recovery of Evidence Device (FRED) in the amount of $8,149 and for overtime costs related to ICAC investigations in the amount of $1,851. The FRED is used in the forensic examination and evidence collection of digital data stored on all electronic storage devices.

RECOMMENDATION:

Staff recommends acceptance of the non-matching 2010-2011 ICAC Task Force Program Continuation Grant award and approval of a budget adjustment in the amount of $10,000.

BUDGET IMPACT:

None

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2010-2011 INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE PROGRAM CONTINUATION NON-MATCHING GRANT IN THE AMOUNT OF $10,000.00 FOR THE PURCHASE OF A FORENSIC RECOVERY OF EVIDENCE DEVICE FOR THE FAYETTEVILLE POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT

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 authorizes acceptance of a 2010-2011 Internet Crimes against Children (ICAC) Task Force Program Continuation Non-Matching Grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigations Unit.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A," recognizing the revenue.

PASSED and APPROVED this 2nd day of November, 2010.

APPROVED:

By:____________________________
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Police Division: Police Program: Police Projects	Request Date	Adjustment Number
2010		11/2/2010	

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Establish an expense budget for the 2010-2011 ICAC Task Force Program Continuation Sub-grant. These funds will be used to purchase a Forensic Recovery of Evidence Device and investigator overtime.

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

Revenue will be received from the Arkansas State Police on a reimbursement basis.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Personnel Services - Contra	1010.2920.5120.00	1,851		06033 . 1011
Minor Equipment	1010.2920.5210.00	8,149		06033 . 1011
State Grants - Operational	1010.0001.4302.01		10,000	06033 . 1011
				.
				.
	TOTAL	10,000	10,000	

Signature	Date
Division Head	
Budget Director	10-15-2010
Department Director	10-15-10
Finance Director (Paul A. Becker)	10-18-2010
Chief of Staff	10-18-10
Mayor (Lioneld Jordan)	10/18/10

Requested By _____ wnewman

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

EXHIBIT A

tabbies

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

Mike Beebe
Governor

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Winford E. Phillips
Director

SubGrant Agreement

SubGrant Number ICAC10-03 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Fayetteville Police Department

Address: 100-A West Rock Street

City: Fayetteville **State:** AR **Zip Code:** 72701

Employer Identification Number or Social Security Number:

AASIS Vendor # 100036504 **Purchase Order #(s)**

Recipient Contact Name, Title, & Phone: Sgt. John Warren, 479-587-3530

ASP Division/Office Contact Name, Title, & Phone: Sgt. Hoyt Harness, 501- 618-8155

II. GRANT PERIOD:

This agreement will begin on *April 1, 2010* and will end on *March 31, 2011*

In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8400	521	510:00:04	456845	5100001000	F.0960.ICAC-10-S		$10,000
0							

Total Grant Amount: $ 10,000.00

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543 **Title of Grant** Missing Children's Assistance

Grant Status: ☐ **Discretionary** ☒ **Discretionary, but exempt** ☐ **Non-Discretionary**

If Discretionary but exempt, indicate reason for exemption State Agency

Purpose of Grant:
To provide services with the Internet Crimes Against Children Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Memorandum of Agreement
2	Detailed Budget
3	Budget Narrative

V. CANCELLATION:

A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.

B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.

C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Subgrantee is required to notify Arkansas State Police of any violations to the above.

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

D. **<u>CERTIFICATION REGARDING LOBBYING</u>:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of $100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

E. **<u>CERTIFICATION REGARDING DEBARMENT AND SUSPENSION</u>:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. <u>PROGRAM OPERATION</u>:

A. **<u>PURPOSE AND SCOPE</u>:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).

B. **<u>STATISTICAL AND FINANCIAL INFORMATION</u>:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.

C. **<u>SUBCONTRACTING</u>:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. <u>INFORMATION AND RECORDS</u>:

A. **<u>ACCESS TO RECORDS</u>:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.

B. **<u>RECORD RETENTION</u>:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three (3) years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..

C. **<u>CONFIDENTIALITY OF CLIENT RECORDS</u>:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

D. **<u>FREEDOM OF INFORMATION:</u>** The Recipient shall comply with the Freedom of Information Act.

IX. <u>FISCAL PRACTICES</u>

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

A. **<u>CLAIMS</u>:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.

B. **<u>NON-DUPLICATION OF PAYMENT</u>:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.

C. **<u>BILLING</u>:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.

D. **<u>LIMITATION OF THE ASP OBLIGATION TO PAY</u>:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

E. **<u>PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL</u>:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. **<u>AUDIT REQUIREMENT</u>:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. **<u>RECOVERY OF FUNDS</u>:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

X. <u>AMENDMENT</u>:

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. <u>CERTIFICATION AND SIGNATURE:</u>

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT

A. SIGNATURES:

Signature of Subgrant Agreement Recipient Authorized Representative

Signature of Recipient Authorized Representative — Date

Lioneld Jordan — Mayor

Printed Name of Recipient Authorized Representative — Title

In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.

Signature of ASP Agency Authorized Representative

Signature of ASP Authorized Representative — Date

Printed Name of ASP Authorized Representative — Title

Program Agency (ASP)

Program Contact Person:	Sgt. Hoyt Harness	Phone: (501) 618-8155
Fiscal Contact Person:	John Tidwell	Phone: (501) 618-8335

Fayetteville Police Department
Washington County Sheriff's Office
Budget Detail Worksheet

11 Capitol Outlay Items	Computation		Cost
Forensic Recovery of Evidence Device (FRED) FRED DX Configuration	$7,999-FRED DX; $150 S&H		$8,149
		TOTAL	$8,149

06 Overtime	Computation		Cost
Detective Jonathan Snyder	Overtime Rate=$35.88 excluding fringe		$617
Detective Andy Higdon	Overtime Rate=$34.67 excluding fringe		$617
Detective Cory Roberts	Overtime Rate=$33.47 excluding fringe		$617
		TOTAL	$1,851

Budget Narrative

11 Capitol Outlay Items

Forensic Recovery of Evidence Device (FRED) – FRED DX (Dual Xeon) Configuration---$8,149.00

The new FRED will be an update to our current equipment. Along with our current FRED, this will also assist in our forensic exam capabilities as we are training two new forensic examiners.

TOTAL EQUIPMENT COSTS---$8,149

06 Overtime

Overtime Costs---$1,851.00

This budgeted amount will be used for any overtime costs incurred during the course of ICAC investigations.

TOTAL OVERTIME COSTS---$1,851

Arkansas State Police

Internet Crimes Against Children
Arkansas Region

#1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

Effective for the duration of Cooperative Agreement #2010-MC-CX-K009

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Arkansas State Police (ASP) and Fayetteville Police Department (FPD). ASP will hereinafter be referred to as the sponsor agency and FPD will hereinafter be referred to as the affiliate agency. Investigative personnel so assigned are referred to as Task Force Officers (TFO). The Internet Crimes Against Children Task Force – Arkansas Region (ICACTF-AR) will be administered by ASP as the sponsor agency for administrative, operational, and logistical management under direction of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and only to the extent required by the ICAC Cooperative Agreement referenced above.

PURPOSE

The purpose of this MOU is to delineate the responsibilities of the AR-ICAC participants, maximize interagency cooperation, and formalize relationships between the agencies for policy guidance, planning, training, and media relations.

Violation of any portion of this MOU by the affiliate agency or its representatives is cause for cancellation of the agreement hereinafter contained and the termination all financial or other support by the sponsor agency.

The mission of AR-ICAC is to provide a comprehensive multi-agency response to identify, investigate, apprehend, and successfully prosecute offenders who use the Internet, online communication systems, or other computer technologies to sexually exploit children and to provide proactive tools, resources, and information to educate parents, teachers, and children about Internet safety and victimization prevention.

INVESTIGATIVE/OPERATIONAL STANDARDS

The affiliate agency must insure that:

1. Agency policy does not conflict with any portion of the latest published ICAC Operational and Investigative Standards, and
2. They must adopt as part of their agency policy those portions of the ICAC Operational and Investigative Standards that are relevant to their participation with AR-ICAC as well as their conduct of Internet child exploitation investigations in general.

The ICAC Operational and Investigative Standards is a published set of guidelines and best practices that have been developed through the national ICAC Working Group and adopted as requirements for all agencies participating in the program. The ICAC Working Group is a consortium of sponsor agency representatives from each of the Regional Task Forces. The ICAC Operational and Investigative Standards are nationally recognized and widely copied for law enforcement use outside of the ICAC program. The head of agency signature for the affiliate agency affixed to the bottom of this document affirms compliance with this requirement. If the execution of this document is the first one executed between the sponsor and the affiliate agency, the signature may denote that active steps are being taken to comply with the above requirements which must be completed in a timely manner.

AGENCY POINT-OF-CONTACT

The affiliate agency agrees to identify a supervisor assigned to their ICAC activities to represent the agency as part of the Regional Advisory Group for coordination and communications purposes. This Group is comprised of similar representatives from other affiliate agencies that are part of AR-ICAC.

MONTHLY REPORTING

Statistical data pertinent to affiliate agency operations and conforming to established ICAC definitions and format as determined by the ICAC Working Group must be collected by the affiliate agency and submitted to the sponsor agency's ICAC Coordinator not later than the 10th day of each month. The data submitted should include all pertinent data collected during the previous month.

For example, data collected from March 1st through March 31st should be submitted in ICAC format not later than April 10th.

Other reports may be required from time to time by the sponsor agency, OJJDP, and/or other agencies in coordination with ICAC. These are to be considered required reports as well and the terms of timely and complete submission will be provided as necessary.

TRAINING

The sponsor agency agrees to provide assistance for training at the national level and access to schools and courses taught or sponsored by the ICAC program and its national partners. Costs for training, instructors, and materials will be covered by ICAC funding. Lodging is also covered for the majority of ICAC sponsored training. In many cases, software and other tools are provided at no cost. All other expenses are the responsibility of the affiliate agency.

COMMUNICATIONS

The sponsor agency will allow access to ICAC information and data systems by the affiliate agency for case deconfliction, information sharing, assistance requests, data archival/retrieval, and other purposes. This access will be coordinated and managed by the sponsor agency.

REACTIVE/PROACTIVE INVESTIGATIONS

The affiliate agency must conduct reactive investigations at a minimum. Reactive investigations include CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the sponsor agency or other ICAC Task Forces, referrals from other agencies, citizen complaints, etc. Affiliate agencies can also conduct proactive investigations at their discretion based on jurisdictional need and/or compliance with the requirement to participate in national ICAC investigations. Proactive investigations may include one or more of the following: Peer-2-Peer (P2P) investigations, online chat, File Transfer Protocol (FTP), instant messenger, etc.

Proactive undercover investigations may only be conducted by sworn law enforcement personnel and those personnel must have successfully completed specific ICAC or approved national training for that purpose.

OTHER AGENCY REFERRALS

The affiliate agency must respond in a timely manner to referrals and assistance requests from the sponsor agency, other affiliate agencies, ICAC Task Forces, and NCMEC. ICAC Regional Task Forces around the country place a very high priority on assistance requests made by sponsors and affiliates from other regions. AR-ICAC affiliates consequently are also expected to view outside assistance requests from other task forces with the same high degree of prioritization and handling.

NATIONALLY COORDINATED INVESTIGATIONS

The affiliate agency must fully participate in all nationally coordinated ICAC investigations.

FORENSIC SUPPORT

The sponsor agency, in cooperation with existing affiliate agencies, will provide forensic support for investigations. All ICAC forensic services will conform to national ICAC best practices as identified from time to time by the national ICAC Working Group. Additional forensic services offered by the affiliate agency must likewise conform to these best practices.

In addition, the affiliate agency must submit all images/graphics/movie files/etc. to NCMEC's Child Victim Identification Program (CVIP) in every case forensically examined by them in accordance with NCMEC guidelines and procedures. This requirement only applies to cases actually examined by the undersigned affiliate, not to cases submitted elsewhere by the affiliate for examination. Forensic cases examined by the sponsor agency or existing affiliates will be submitted by those agencies, even if the case was submitted by the undersigned affiliate. There is no exception to this requirement.

COMMUNITY/AGENCY RESOURCE

The affiliate agency must serve as an ICAC resource and point-of-contact for all communities and agencies located within their jurisdiction or geographic area of responsibility. As a resource, the affiliate agency provides investigative assistance, public awareness information, and coordinates state and national ICAC assets in their area. As a point-of-contact, the affiliate agency represents the ICAC program in their jurisdiction.

MEDIA

Media outreach on cases must be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules and other prosecutorial guidelines.

DURATION

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current Cooperative Agreement period and all subsequent extensions.

Any affiliate agency may withdraw from AR-ICAC at any time by written notification from the head of agency to the Director of the Arkansas State Police. This written notification must be received by ASP not later than thirty (30) days prior to withdrawal.

Upon withdrawal from AR-ICAC, or termination of this MOU by the sponsor agency, all equipment provided to the sponsor agency will be returned to the former affiliate agency that supplied the equipment. All equipment provided to the affiliate agency or its employees will be returned to the sponsor agency in the absence of permanent legal transfers of property between state agencies as applicable.

MODIFICATIONS

This agreement may be modified at any time by written consent of the sponsor and affiliate agencies.

Modifications to this MOU shall have no force or effect unless such modifications are reduced to writing and signed by the head of agency for each participating agency.

SIGNATURES

Winford E. Phillips

Colonel Winford Phillips, Director
Arkansas State Police

Date: 31 August 2010

Greg Tabor, Chief of Police
Fayetteville Police Department

Date: 8-25-10

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

November 2, 2010
City Council Meeting Date
Agenda Items Only

G. Tabor	Patrol	Police
Submitted By	**Division**	**Department**

Action Required:

Acceptance of a 50% matching grant award by the 2010 Bulletproof Vest Partnership Program and approval of a budget adjustment in the amount of $9,100 for the replacement of twenty-five (25) body armor vests for our police officers.

$ 9,100.00	$ 18,200.00	Bulletproof Vest Partnership Program
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2920-5302.00	$ -	Grant
Account Number	Funds Used to Date	Program / Project Category Name
07042-2010	$ 18,200.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director	10-15-10 Date	Previous Ordinance or Resolution #	
City Attorney	10-15-10 Date	Original Contract Date:	
		Original Contract Number:	
Paul A. Becker — Finance and Internal Services Director	10-18-2010 Date	Received in City Clerk's Office	10-15-10P01:49 RCVD
Don Marr — Chief of Staff	10-18-10 Date		
Lioneld Jordan — Mayor	10/18/10 Date	Received in Mayor's Office	ENTERED 10/15/10 BRP

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police

Date: October 15, 2010

Subject: Bulletproof Vest Partnership Program Grant Award

PROPOSAL:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Since 1998, the Fayetteville Police Department has obtained grant funding in excess of $79,000 for the purchase of body armor vests through this partnership. The BVP program provides an important component to the continuing health and welfare of our Police Officers. Each body armor vest has a guaranteed life of five years. All state-of-the-art body armor is custom made to the exact specifications of the wearer to ensure all officers have our required level of protection. The 2010 grant award by BVP will provide reimbursement of 50% (or $9,100) of the City's expenses for the replacement of twenty-five (25) body armor vests for our police officers. All Fayetteville Police Officers have state-of-the-art body armor provided to them through grant and City funding.

RECOMMENDATION:

Staff recommends acceptance of a 50% matching grant award by the 2010 Bulletproof Vest Partnership (BVP) Program and approval of a budget adjustment in the amount of $9,100 for the replacement of twenty-five (25) body armor vests for our police officers

BUDGET IMPACT:

The City must match 50% (or $9,100) of the total project cost of $18,200. Currently, matching funds are budgeted in the Specialized Police Equipment project to meet this matching requirement.

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2010 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF $9,100.00 FOR THE REPLACEMENT OF TWENTY-FIVE (25) BODY ARMOR VESTS, AND APPROVING A BUDGET ADJUSTMENT

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 authorizes acceptance of a fifty percent (50%) matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of twenty-five (25) body armor vests.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A," recognizing the revenue.

PASSED and APPROVED this 2nd day of November, 2010.

APPROVED:

By:__________________________
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department / Division / Program	Request Date	Adjustment Number
2010	Department: Police Division: Police Program: Police Projects	11/2/2010	

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Establish an expense budget resulting from the acceptance of a 50% matching grant award from the 2010 Bulletproof Vest Partnership Program.

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

Grant reimbursement funds from the 2010 Bulletproof Vest Partnership Program.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Minor Equipment	1010.2920.5210.00	9,100		07042 . 1001
Federal Grants - Operational	1010.0001.4309.01		9,100	07042 . 1001
				.
				.
				.
	TOTAL	9,100	9,100	

Division Head	Date 10/15/2010	Requested By	wnewman
Budget Director	Date 10/18/10	Budget & Research Use Only	
		Type: A B C D E	
Department Director	Date	Description:	0
Finance Director	Date 10-18-2010	General Ledger Date	
Chief of Staff	Date 10-18-10	Posted to General Ledger	Initial / Date
Mayor	Date 10/18/10	Posted to Project Accounting	Initial / Date

EXHIBIT
A

\\fpd\dfs\user\Admin\wnewman\Willie\BA Form 2010 - Blank

NIJ Standards | Glossary | Yellow Pages

Section Receipts > Manage Receipts > Application Details

OMB #1121-0235
(Expires: 10/31/2006)

1. Registration
1.1 Contact Information
1.2 Change Password

2. Application
2.1 Pre Application
2.2 Manage Application
2.3 Review Application
2.4 Submit Application

3. Receipts
3.1 Manage Receipts
3.2 Receipt Reports

4. Payment
4.1 Bank Information
4.2 Print Bank Form
4.3 Request Payment
4.4 Payment History

5. Status
5.1 Current Status
5.2 LEA Status
5.3 Application History

Logout

BVP HELP DESK
(Toll-Free 1-877-758-3787)
(Toll 1-301-595-4595)

Application Profile

Jurisdiction's Vest Replacement Cycle:	5 Years
Unspent BVP Funds Obligated for Vest Purchases:	$29,683.63
Emergency Replacement Needs:	0

Application Details

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-SM01	25	$666.36	$16,659.00	$1,541.00	$18,200.00
Grand Totals	**25**		**$16,659.00**	**$1,541.00**	**$18,200.00**

Award Summary for FY2010 Regular Fund

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$18,200.00	$9,100.00	09/17/10	Approved By BVP
Grand Totals:	$18,200.00	$9,100.00		

Return

Willie Newman - Fwd: Bulletproof Vest Partnership FY 2010 Award Announcement

From: Judy Cohea
To: Newman, Willie
Date: 10/7/2010 5:01 PM
Subject: Fwd: Bulletproof Vest Partnership FY 2010 Award Announcement

Judy Cohea
Support Services Manager
(479) 587-3581 Office
(479) 521-1316 Telecommunications Device for Deaf

>>> "BVP" <bvp@usdoj.gov> 10/7/2010 10:46 AM >>>

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2010 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

A complete list of FY 2010 BVP awards is available at: http://www.ojp.usdoj.gov/bvpbasi/

The FY 2010 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2010. The deadline to request payments from the FY 2010 award funds is August 31, 2012, or until all available 2010 awards funds have been requested.

BJA is also announcing a financial hardship waiver request for all FY 2010 BVP funds. Previously, a jurisdiction was only able to request up to 50% the cost of a vest with their available BVP funds. Now, during the payment request process, jurisdictions may request a waiver and receive up to 100% of the cost of each vest submitted for reimbursement.

Jurisdictions requesting a waiver of the 50% match requirement may not use BVP funds toward the purchase of any vest with a total unit cost greater than $1,200; excluding taxes, shipping and handling fees (if any) to maximize funding for all eligible jurisdictions.

Additionally, jurisdictions requesting a waiver have to meet criteria of financial or natural disaster hardship. The jurisdictions have to cite the source of their financial hardship during the waiver request process. Jurisdictions will be expected to keep documentation substantiating the financial hardship for four years and realize the waiver requests are open to Bureau of Justice Assistance and Office of the Inspector General audits.

Finally, all applicant jurisdictions, requesting a waiver of the 50% match, would be required to certify that the jurisdiction's Chief Executive Officer formally accepts the request for the waiver and confirms the waiver justification provided. The certification must list the highest elected official from the requesting jurisdiction in order to be approved.

Thank You.

BVP Program Support Team

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of change order for Public Facility Building as part of the Community Development Block Grant subrecipient program

$ 3,300.00	$ 21,800.00	
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4990.5390.27	$ 6,840.00	
Account Number	Funds Used to Date	Program / Project Category Name
	$ 14,960.00	Community Development
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 10-13-2010

Previous Ordinance or Resolution # ________

Original Contract Date: ________

Original Contract Number: ________

City Attorney — Date: 10-15-10

Finance and Internal Services Director — Paul A. Becker — Date: 10-18-2010

Received in City Clerk's Office: 10-14-10A09:05 RCVD Kim S.

Chief of Staff — Don Marr — Date: 10-18-10

Received in Mayor's Office: ENTERED 10/18/10

Mayor — Lioneld Jordan — Date: 10/18/10

Comments: Staff recommends approval of change order

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director

From: Yolanda Fields, Community Services Director

Date: October 13, 2010

Subject: CDBG Public Facility Program- Approval of Change Order at 1932 S. Garland

PROPOSAL:

A contract with Joe Perme Construction for the moderate rehabilitation of 1932 S. Garland was approved on June 1, 2010, in resolution #93-10. Once work on the project began, it was determined that a change order would be needed in order to complete the rehabilitation of the property due to the discovery of some unexpected problems.

1) The scope of work stated that the kitchen cabinets were to be removed with only a portion of them replaced. Once the cabinets were removed, it was discovered that the materials used on the wall behind the cabinet area was different than the walls in the rest of the kitchen area. To make the kitchen area uniform in appearance the wall behind the cabinet area needs to be removed and replaced with drywall. Some areas of drywall also need to be patched and skim coated.
2) The scope of work stated that the entry deck would be replaced. Once the entry deck was removed, it was discovered that the sill plate was rotten and not able to be used for the replacement of the deck. If left uncorrected the flooring will begin to sag under the door and cause structural problems in the area. To repair the problem, some siding must be removed and jacks installed to support the weight of the structure while a section of the sill and bottom plate are replaced and leveled. Jacks will need to be removed and siding returned to its original condition.

RECOMMENDATION:

Staff recommends approval of change order for Public Facility Project located 1932 S. Garland

BUDGET IMPACT:

Change Order Cost is approximately $3,300

RESOLUTION NO. ______

A RESOLUTION APPROVING A CHANGE ORDER TO A CONTRACT WITH JOE PERME CONSTRUCTION, INC. FOR IMPROVEMENTS TO A PUBLIC FACILITY BUILDING IN THE AMOUNT OF $3,300.00 AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT PROGRAM

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 change order, a copy of which is attached as Exhibit "A," to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant Subrecipient Program.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT

CHANGE ORDER AUTHORIZATION

Property Location: 1932 S. Garland Fayetteville AR, 72701

Contractor: Joe Perme Construction Inc.

The following is a Change Order to the original Resolution No. 93-10 passed and approved on June 1st, 2010. This Change Order is made to modify or change the work under the above-captioned Resolution and this Change Order is made part of the Resolution. This Change Order supersedes any previous drawings, specifications and agreements. Work shall be completed no later than 14 days after approval of change order. All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Services Program's General Specification Manual, and with adherence to city, state and national codes.

CHANGES:

Original Contract Sum	$21,800.00
Contractor Sum Paid-To-Date	$6,840.00
Due on Original Contract	$14,960.00
Amount of This Change Order	$3,300.00
Total Due	$25,100.00

Contractor — Date: 10-15-2010

Housing Manager — Date: 10-15-2010

Community Services Director — Date: 10-15-10

Mayor — Date:

113 W MOUNTAIN ST | FAYETTEVILLE AR 72701 | PHONE 479.575.8260 | FAX 479.444.3445

EXHIBIT
A

Fayetteville ARKANSAS
THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director

From: Yolanda Fields, Community Services Director

Date: October 13, 2010

Subject: CDBG Public Facility Program- Approval of Change Order at 1932 S. Garland

PROPOSAL:

A contract with Joe Perme Construction Inc. for the moderate rehabilitation of 1932 S. Garland was approved on June 1, 2010, in resolution #93-10. Once work on the project began, it was determined that a change order would be needed in order to complete the rehabilitation of the property due to the discovery of some unexpected problems.

1) The scope of work stated that the kitchen cabinets were to be removed with only a portion of them replaced. Once the cabinets were removed, it was discovered that the materials used on the wall behind the cabinet area was different than the walls in the rest of the kitchen area. To make the kitchen area uniform in appearance the wall behind the cabinet area needs to be removed and replaced with drywall. Some areas of drywall also need to be patched and skim coated.
2) The scope of work stated that the entry deck would be replaced. Once the entry deck was removed, it was discovered that the sill plate was rotten and not able to be used for the replacement of the deck. If left uncorrected the flooring will begin to sag under the door and cause structural problems in the area. To repair the problem, some siding must be removed and jacks installed to support the weight of the structure while a section of the sill and bottom plate are replaced and leveled. Jacks will need to be removed and siding returned to its original condition.

RECOMMENDATION:

Staff recommends approval of change order for Public Facility Project located 1932 S. Garland

BUDGET IMPACT:

Change Order Cost is approximately $3,300

Estimate

Joe Perme Construction Inc.

1874 S. Doral
Fayetteville, Ar 72701-7794

Date	Estimate #
10/6/2010	120

Name / Address
City of Fayetteville 1932 Garland

Project

Description	Rate	Amount	Markup	Total
Change order #1 1932 S. Garland: Install temporary beam, jack up and support necessary floor joist. Remove necessary siding. Remove approximately 5' of rotted sill and bottom plate behind deck. Install new treated sill and bottom plate. Level and support new sill and bottom plate. Remove jacks and temporary beam. Reinstall siding.	0.00	0.00	1,500.00	1,500.00

Total $1,500.00

Phone #	Fax #	E-mail
479-659-3416	479-439-0811	joe@joepermeconstruction.com

Estimate

Joe Perme Construction Inc.
1874 S. Doral
Fayetteville, Ar 72701-7794

Date	Estimate #
10/4/2010	117

Name / Address
City of Fayetteville 1932 Garland

Project

Description	Rate	Amount	Markup	Total
Change Order #2 1932 S. Garland: Remove frp board, patch drywall and skim coat to make walls smooth and uniform in kitchen.	0.00	0.00	1,800.00	1,800.00

Total $1,800.00

Phone #	Fax #	E-mail
479-659-3416	479-439-0811	joe@joepermeconstruction.com

Perme Construction Inc.

1874 S. Doral
Fayetteville, Ar 72701-7794

Estimate

Date	Estimate #
10/6/2010	120

Name / Address
City of Fayetteville 1932 Garland

Project

Description	Rate	Amount	Markup	Total
Install temporary beam, jack up and support necessary floor joist. Remove necessary siding. Remove approximately 5' of rotted sill and bottom plate behind deck. Install new treated sill and bottom plate. Level and support new sill and bottom plate. Remove jacks and temporary beam. Reinstall siding.	0.00	0.00	1,500.00	1,500.00

Total $1,500.00

Phone #	Fax #	E-mail
479-659-3416	479-439-0811	joepermeconstruction@cox.net

Perme Construction Inc.
1874 S. Doral
Fayetteville, Ar 72701-7794

Estimate

Date	Estimate #
10/4/2010	117

Name / Address
City of Fayetteville 1932 Garland

Project

Description	Rate	Amount	Markup	Total
Remove frp board, patch drywall and skim coat to make walls smooth and uniform in kitchen.	0.00	0.00	1,800.00	1,800.00
			Total	$1,800.00

Phone #	Fax #	E-mail
479-659-3416	479-439-0811	joepermeconstruction@cox.net

Highland Home Builder, Inc.
Bruce Kerr 479-903-0966
Community Services Spec writer
brucegkerr@netzero.com
Community Services Division

Energy Efficiency Rehabilitation Project

Scope of Project: Replace all flooring, replace some interior doors. Drywall, paint, and trim specified areas. Demo old cabinets. Replace kitchen cabinets, sinks, and counter tops. Replace bathroom vanities, mirrors, and toilets. Replace light fixtures and add GFCI outlets. Add new entry decks.

Owner's Name: City of Fayetteville (Office Building, formerly a women's shelter)

Project Location: 1932 S Garland, Fayetteville, AR

Project # 09029-1002

Administrator: Brent Johnson **Phone:** 479-575-8240 **Fax:** 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above.

Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

1) Purchasing of all materials.
2) Supervision of all employees and subcontractors.
3) Coordination with the City of Fayetteville CDBG Administrator, the City of Fayetteville Code Compliance Office and owners.
4) Project design.
5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: ELECTRICAL

A - 1 Replace all interior light fixtures with white surface mount fixtures, except for fan in office 4. Lights in offices and living rooms should be 3 bulb fixtures. Replace light fixtures in bathrooms. All bulbs should be energy efficient compact florescent light bulbs (CLS's). Some lights may need different solutions to optimize lighting plan.

A - 2 Add ground fault plugs in kitchen by the sink Per. code 210.50 B.3, 2008 National Electric Code

A - 3 Add any missing covers on switches or plugs.

A - 4 Remove kitchen stove plug and vent hood and cap off electricity for addition of cabinets.

B: INTERIOR DOORS

B - 1 Remove and replace the doors entering the following numbered offices. 1,9,10,11,12,13,14,16,17.

B - 2 Remove and replace the doors entering the following numbered bathrooms. 2,3,4

B - 3 Replace or add closet doors in the following numbered offices. 9,10,11,13,17.

B - 4 Remove and replace the two full size closet doors in hallway number 19. Do not replace the half doors.

B - 5 Reinstall all old door knobs.

C : KITCHEN REMODEL AND STORAGE CABINETS

C - 1 Tear out all kitchen cabinets and storage cabinets or shelves in the following numbered offices: 1,4,6,7.

C - 2 Tear out all ceiling soffits in kitchen.

C - 3 Add 10 feet of new base cabinets in kitchen in area where sink is now. Install new upper cabinets over the base cabinets (when area is exluded because of the window the uppers are about a total of 6 ft. (there will be no stove area)

C - 4 Install and plumb new sink and faucet under window. (Similar sink to what is in now)

D: DRYWALL

D - 1 Remove shinny white wall paneling in hallway #19. Repair possible existing drywall behind paneling or redrywall the walls if not existing. Drywall the ceiling. The whole hallway should have a uniform look.

D - 2 Repair the drywall in areas that had the cabinets or shelves removed.

E: INTERIOR TRIM AND PAINT

E - 1 Trim all added doors. Add trim against any ceilings that were drywalled that have paneling on the walls. Add baseboards to any rooms that do not have them.

E - 2 Paint all interior doors that have been added and paint old doors that have not been painted very recently.

E - 3 Paint all newly added or repaired drywalled areas.

E - 4 Paint the ceilings in the kitchen and in the following numbered offices. 4,10,12,13,14. Room number 10 needs the one ceiling tile tacked up straight before painting. Paint the ceiling in bathrooms 3 and 4.

E - 5 Paint or replace the few bad looking ceiling duct vents.

F: BATHROOM REPAIRS

F - 1 Remove and replace all toilets with new ones. (In bathroom # 5 install full size toilet)

F - 2 Replace all bath vanity cabinets and tops. In bathroom # 5 install full size pedestal sink.

F - 3 Install and plumb new vanity faucets

F - 4 Remove old mirrors and install new ones over sinks.

G: FLOORING

G - 1 Remove all existing carpet. Remove all existing hard flooring unless the new flooring can be installed over it in a smooth way.

G - 2 Install new commercial carpet in all offices, living rooms, and storage rooms. (Approximately 2700 square feet)

G - 3 Install new commercial vinyl flooring or similar product in the kitchen, utility room, both hall ways, and all bathrooms. (Approximately 1092 square feet)

H: ENTRY DECKS

H - 1 Remove the two entry decks and steps on the east side and replace them with new treated lumber.

I: CLEANUP

I - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.

I - 2 All trash shall be hauled off by contractor and preferably recycled if possible.

I - 3 All affected areas shall be left broom clean.

I - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

J: OTHER

J - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.

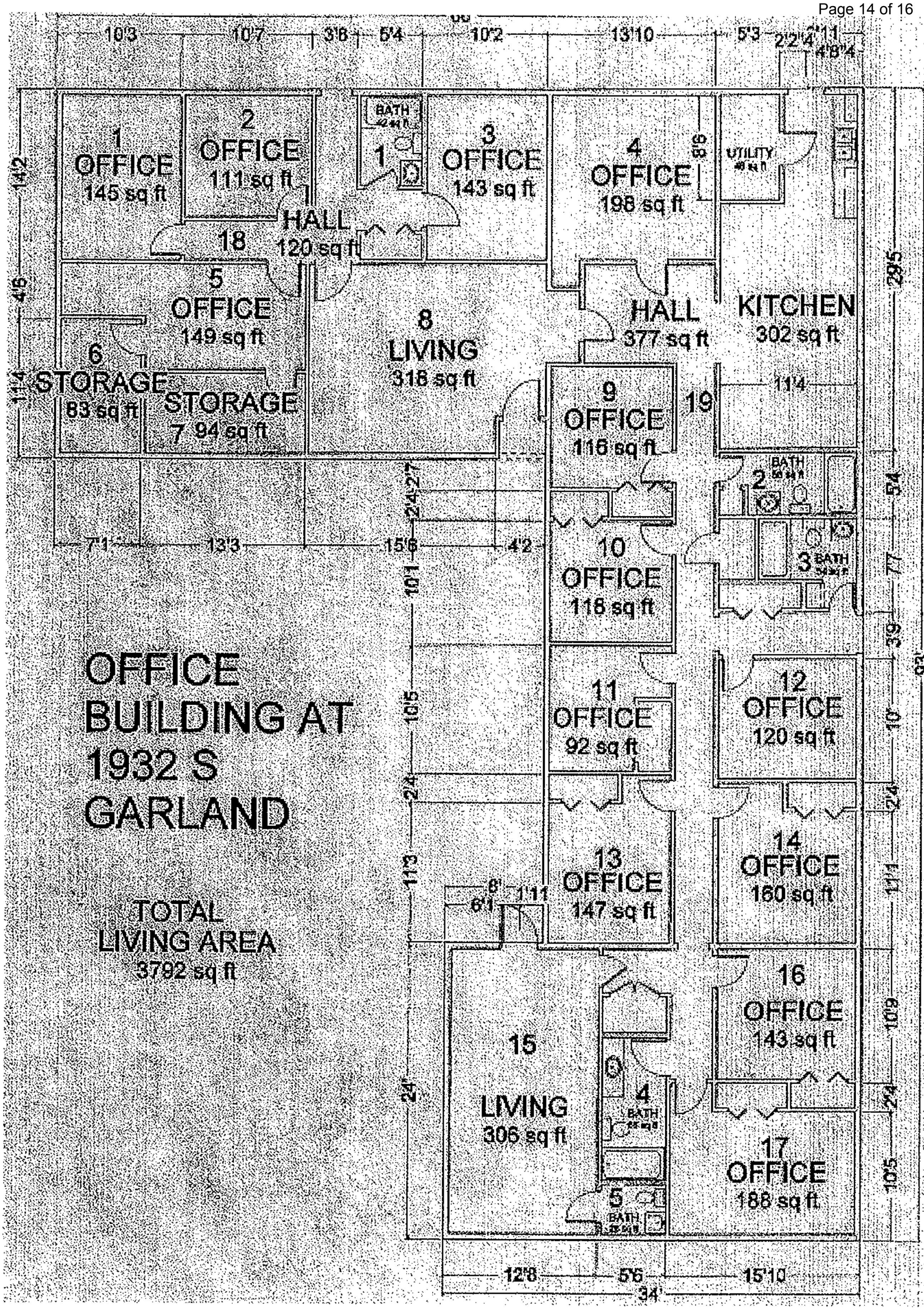
J - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Services Program's General Specification Manual, and with adherence to city, state, and national codes.

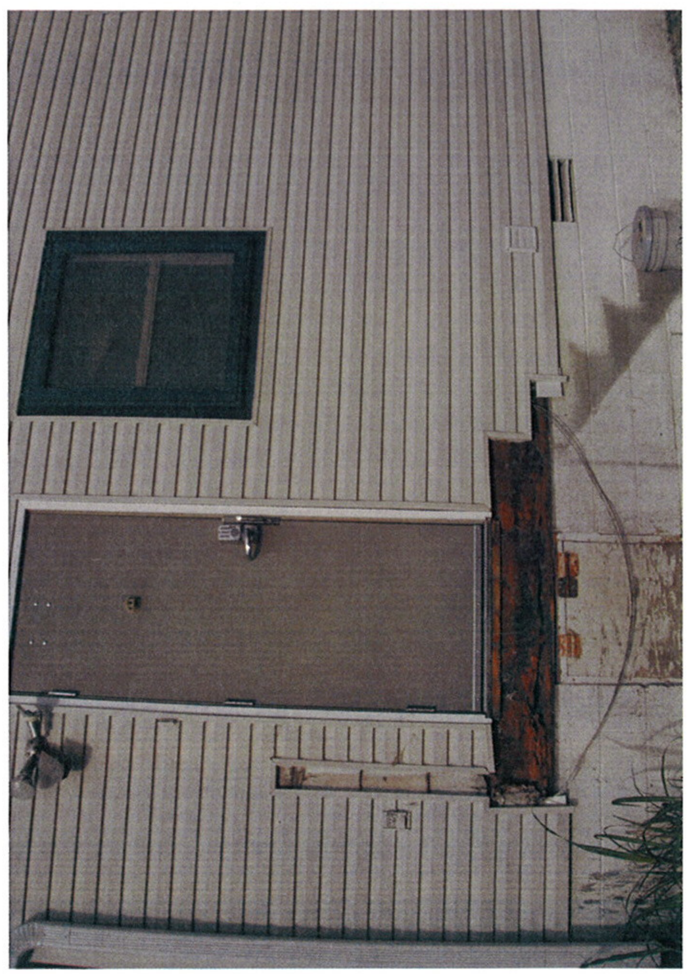
J - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.

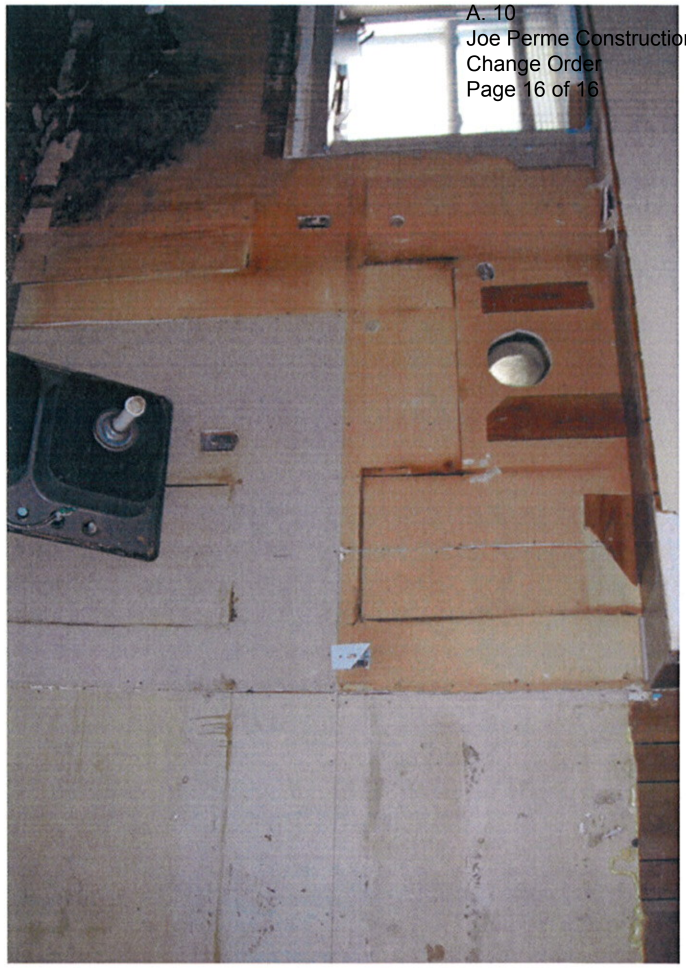
J - 4 Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.

J - 5 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.

J - 6 Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.


1 OFFICE 145 sq ft
2 OFFICE 111 sq ft
BATH
1
3 OFFICE 143 sq ft
4 OFFICE 198 sq ft
UTILITY
HALL 120 sq ft
18
5 OFFICE 149 sq ft
8 LIVING 318 sq ft
HALL 377 sq ft
KITCHEN 302 sq ft
6 STORAGE 83 sq ft
STORAGE 7 94 sq ft
9 OFFICE 116 sq ft
19
2 BATH
10 OFFICE 116 sq ft
3 BATH
OFFICE BUILDING AT 1932 S GARLAND
11 OFFICE 92 sq ft
12 OFFICE 120 sq ft
13 OFFICE 147 sq ft
14 OFFICE 160 sq ft
TOTAL LIVING AREA 3792 sq ft
15 LIVING 306 sq ft
4 BATH
16 OFFICE 143 sq ft
5 BATH
17 OFFICE 188 sq ft
34'





City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Don Marr, Chief of Staff	Mayor's Administration	Chief of Staff
Submitted By	**Division**	**Department**

Action Required:

Resolution of the City of Fayetteville Certifiying Local Government Endoresement ofDelta Group Electronics Inc. to participate in the Tax Back Program (As Authorized by Section 15-4-2706 (d) of the Consolidated Incentive Action of 2003) and authorizing the Department of Finance and Administration to refund local sales and use taxes to Delta Group Electronics Inc.

$ -	$ -	
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** ☐

Don Marr 10-15-10
Department Director Date

Kit Williams 10-18-2010
City Attorney Date

Paul A. Becker 10-18-2010
Finance and Internal Services Director Date

Don Marr 10-18-10
Chief of Staff Date

Lioneld Jordan
Mayor Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office 10-15-10P03:58 RCVD
Kim S.

Received in Mayor's Office ENTERED 10/18/10

Comments:

Fayetteville
ARKANSAS

City Council Meeting Date:
November 2, 2010

City Council Agenda Memo

To: Mayor and Members of the City Council

From: Don Marr, Chief of Staff

Thru: Mayor Jordan

Date: 10-15-2010

Subject: Tax Back Program Request

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville, AR pass a resolution in support of Delta Electronics request to participate in the State of Arkansas Tax Back Program.

Background:

The City of Fayetteville, AR was contacted by Steve Clark, CEO & President of the Fayetteville Chamber of Commerce, Chung Tan the City of Fayetteville's Economic Development Representative Contractor through the Fayetteville Chamber of Commerce Economic Development contract, and Business Owner of Delta Group Electronics Inc. contacted the City of Fayetteville seeking the City's endorsement of Delta Group Electronics Inc to Participate in the Tax Back Program of the Consolidated Incentive Act of 2003.

Delta Group Electronics Inc is a company which is relocating to Fayetteville, AR from Prairie Grove AR and will be constructing a new facility that will employ 125 employees. (relocating 50 employees and new hires of approximately 75 employees) Delta Group Electronics Inc has chosen a location at Mountain Ranch Development west of the I-540 By Pass, south of Wedington & north of MLK Blvd. Delta Group Electronics Inc new manufacturing plant will be LEED certifiable and located within the City of Fayetteville. This tax back program request is a requirement in order for the company to begin receiving the State of Arkansas AEDC's Grant funds.

Budget Impact:

We believe the budget impact for the City of Fayetteville will be neutral. We believe the job growth will spur new sales tax growth from new employee spending and the sales tax we are forgoing was Sales Tax that we could possibly not have at all if the expansion did not occur or the expansion was done by the company relocating to another municipality.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF DELTA GROUP ELECTRONICS, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE DF&A TO REFUND CITY SALES TAX BACK TO DELTA GROUP ELECTRONICS, INC.

WHEREAS, Delta Group Electronics, Inc. is planning to relocate its plant to Fayetteville and will build a new facility for approximately 125 employees, 75 of which are new employees; and

WHEREAS, in order to certify Delta Group Electronics, Inc. to participate in the sales and use tax refund program, either Washington County or the City of Fayetteville, or both, must "(s)pecify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business." {A.C.A. §15-4-2706 (d)(B)(ii)}; and

WHEREAS, the City of Fayetteville or Washington County must also endorse Delta Group Electronics, Inc.'s participation in this state and local sales and use tax refund program; and

WHEREAS, bond indentures prevent diversion of sales tax proceeds from the city's bonded penny sales and use tax.

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 endorses Delta Group Electronics, Inc.'s participation in the sales and use tax refund program authorized by A.C.A. §15-4-2706 (d) in relation to its building and equipping of a new manufacturing facility in Fayetteville, Arkansas.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby specifies that the Department of Finance and Administration is authorized to refund the non-bonded penny city sales tax to Delta Group Electronics, Inc. for qualified construction and manufacturing equipment purchased for its new facility in Fayetteville, Arkansas.

PASSED and **APPROVED** this 2nd day of November, 2009.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Submitted By	Division	Department
Ray M. Boudreaux	Aviation	Transportation

Action Required:

Action Required: Review and forward for Mayor's signature; 1) Change Order No. 2 Sweetser Construction Co., Inc., Drake Field Runway Safety Area project. 2) Approve a request for a Grant Amendment to DOT/FAA Grant AIP 3-05-0020-0038-2009 and authorize an increase to the approved Grant amount request from the Arkansas Department of Aeronautics to an amount equal to 95% and 5% respectively of the final project costs. 3) Approve a budget adjustment.

$118,771 REV $118,771 EXP	$ 3,173,685.00	Correct Runway 16 RSA Phase III
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.3960.7820.38	$ 3,016,698.34	Airport Capital Exp
Account Number	Funds Used to Date	Program / Project Category Name
07039 3	$ 156,986.66	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached** X

Department Director	10-19-10	Date
City Attorney	10-19-10	Date
Finance and Internal Services Director	10-20-2010	Date
Chief of Staff	10-20-10	Date
Mayor	10/20/10	Date

Previous Ordinance or Resolution #: 119-09, 138-09

Original Contract Date: 6/16/2009

Original Contract Number: 2087

Received in City Clerk's Office: ENTERED 10-15-10

Received in Mayor's Office: ENTERED 10/19/10

Comments: This project is 100% funded with federal and state grants

THE CITY OF FAYETTEVILLE, ARKANSAS
AVIATION DIVISION
4500 S School Ave, Ste F
Fayetteville, AR 72701
P (479) 718-7642

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL MEMO

To: Mayor Jordan

Thru: Chief of Staff, Don Marr

Thru: Transportation Director, Terry Gulley

From: Ray M. Boudreaux, Aviation Director

Date: October 15, 2010

Subject: **APPROVE ADDITIONAL SPENDING AUTHORITY FOR AIP GRANT FOR THE RSA 16 IMPROVEMENT PROJECT AND APPROVE CHANGE ORDER #2.**

PROPOSAL: It is anticipated that the RSA Improvement Project will go over budget by approximately $118,771.00 do to some unforeseen project requirements. We had anticipated that the project would be under budget due to savings in the construction phase of the project until a roof drain from Standard Register was discovered. The drain was not on the property as built drawings and the management of the building did not know of its existence. It was discovered when water backed up into floor drains during a major rain event. Investigation revealed that the roof drains on the portion of the building built in 1954 exited the building and the line ran under the highway and dumped into the Airport Branch creek. It was destroyed during the construction of the new highway. Cost to install lines to carry the water is $89,000.00 and requires boring under the newly constructed roadway. We have coordinated the cost overrun with FAA and they have agreed to fund the additional cost in the grant. It is possible there will be additional savings in the final pavement which will be completed October 22. In order to continue with the project and not to delay the overall completion of the work, we are requesting the additional spending authority from the City Council and approval of Change Order 2. A final reconciliation change order will be submitted at the end of the work.

While we have been able to save in the construction phase, other areas of the project have been over budget and previously approved by FAA as additions to the project to use the construction phase projected savings. The land acquisition portion of the project was over by $93,588.28. We received approval from FAA to add additional security fencing in the amount of $58,327.00 and some additional ditch bank work for $22,000.00. FAA is able to approve cost overruns of up to 5% of the project and has agreed to fund this overrun of approximately 3%.

RECOMMENDATION: Increase the spending limit for the RSA Improvement Project by $118,771.00 and approve Change Order #2.

BUDGET IMPACT: This project is funded by the FAA at 95% and by Arkansas Aeronautics at 5%. This project amendment was approved by FAA Arkansas/Oklahoma ADO, Don Harris FYV Program Manager.

Attachments: Staff coordination sheet
Letter to Ed Agnew
Letter from Don Harris
Budget Adjustment
Summary of Project Expenses

RESOLUTION NO. ______

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH SWEETSER CONSTRUCTION CO., INC. FOR THE DRAKE FIELD RUNWAY SAFETY AREA PROJECT, APPROVING A REQUEST FOR A GRANT AMENDMENT TO THE FEDERAL AVIATION ADMINISTRATION TO AUTHORIZE AN INCREASE IN THE APPROVED GRANT REQUEST FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS TO AN AMOUNT EQUAL TO NINETY-FIVE PERCENT (95%) AND FIVE PERCENT (5%) RESPECTIVELY OF FINAL PROJECT COSTS, AND APPROVING A BUDGET ADJUSTMENT

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 Change Order No. 2 to the contract with Sweetser Construction Co., Inc., a copy of which is attached as Exhibit "A," related to the Drake Field Runway Safety Area Project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a request for a grant amendment to the Federal Aviation Administration authorizing an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to ninety-five percent (95%) and five percent (5%) respectively of final project costs.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "B."

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

CHANGE ORDER

Order No. 2
Date: October 18, 2010
Agreement Date: June 16, 2009

NAME OF PROJECT: Runway 16 Safety Area Improvements (AIP Proj. No. 3-05-0020-38-2009)

OWNER: City of Fayetteville (Airport Department)

CONTRACTOR: Sweetser Construction Co., Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Reduce the quantity of Bid Item No. I-7: Undercut and Embankment Backfill for the amount used from 6500 CY to 5133 CY. **Deduct cost of $ 10,936.00 from the contract.**
2. Reduce the quantity of Bid Item No. I-11: Temporary Rock Check Dam for the amount used from 715 LF to 112 LF. **Deduct cost of $ 17,790.00 from the contract.**
3. Reduce the quantity of Bid Item No. I-12: Erosion Control Blanket for the amount used from 3000 SY to 1898 SY. **Deduct cost of $ 6,005.90 from the contract.**
4. Increase the quantity of Bid Item No. IV-28: Erosion Control Blanket from 5500 SY to 6820 SY. **Add cost of $ 640.00 to the contract**
5. Reduce the quantity of Bid Item No. II-7: Undercut and Embankment Backfill for the amount used from 2000 CY to 111 CY. **Deduct cost of $ 15,111.20 from the contract.**
6. Reduce the quantity of Bid Item No. II-9: Silt Fence for the amount used from 2545 LF to 1302 LF. **Deduct cost of $ 3,729.00 from the contract**
7. Reduce the quantity of Bid Item No. II-10: Temporary Rock Check Dam for the amount used from 975 LF to 99 LF. **Deduct cost of $ 26,280.00 from the contract.**
8. Reduce the quantity of Bid Item No. II-12: Erosion Control Blanket for the amount used from 1800 SY to 900 SY. **Deduct cost of $ 5,450.00 from the contract.**
9. Delete Bid Item No. II-15: Relocate Double Gate. **Deduct cost of $ 725.00 from the contract.**
10. Increase the quantity of Bid Item No. III-13: Erosion Control Blanket from 800 SY to 3240 SY. **Add cost of $ 13,298.00 to the contract.**
10. Revise Bid Item No. III-50 Removal of Double 6' x 8' Box Culvert to include additional Channel Grading (Between Hwy 71 and Channel Relocation. **Add cost of $ 11,700.00 to contract.**
12. Increase the quantity of Bid Item No. III-55: Removal of 6' Airport Chain Link Fence from 500 LF to 2100 Lf **Add cost of $ 3,200.00 to the contract.**
13. Reduce the quantity of Bid Item No. III-60: Prime Coat for the amount used from 5600 Gal to 700 Gal. **Deduct cost of $ 18,620.00 from the contract.**
14. Increase the quantity of Bid Item No. III-67: New 8' Airport Security Chain Link fence with Barbed Wire from 1050 LF to 2100 LF. **Add cost of $ 22,575.00 to the contract.**
15. Add Bid Item No. III-74: Special Fence and Traffic Barrier for Paschal property for 200 LF at $35.00 per LF. **Add cost of $ 7,000.00 to the contract.**
16. Add Bid Item No. III-75: Regrade Small Ditch Channel (Between new road and old road) for 210 LF at $45.00 per LF. **Add cost of $ 9,450.00 to the contract.**
17. Reduce the quantity of Bid Item No. IV-27: Temporary Rock Check Dam for the amount used from 1555 LF to 96 LF. **Deduct cost of $ 43,770.00 from the contract.**
18. Increase the quantity of Bid Item No. IV-28: Erosion Control Blanket from 5500 SY to 6820 SY. **Add cost of $ 7,194.00 to the contract.**
19. Increase the quantity of Bid Item No. IV-37: Remove and Replace Street Lights and Bases from 7 EA to 10 EA. **Add cost of $ 5,895.00 to the contract.**
20. Increase the quantity of Bid Item No. IV-38: New 8' Airport Security Chain Link Fence with Barbed Wire from 485 LF to 2285 LF. **Add cost of $ 38,700.00 to the contract.**
21. Add Bid Item No. IV-40:.36" Bored Encasement with pipe spacers and end seals (Standard Register Storm Drain) for 125 LF at $444.36 per LF. **Add cost of $ 55,545.00 to the contract.**
22. Add Bid Item No. IV-41:.24" PVC Pipe in 36" Casing (Standard Register Storm Drain) for 140 LF at $86.00 per LF. **Add cost of $ 12,040.00 to the contract.**
23. Add Bid Item No. IV-42: New 5' x 5' Junction Box (Standard Register Storm Drain) for 3 EA at $2,800.00 per EA. **Add cost of $ 8,400.00 to the contract.**
24. Add Bid Item No. IV-43: 24" RCP (Standard Register Storm Drain) for 209 LF at $54.00 per LF. **Add cost of $ 11,286.00 to the contract.**
25. Add Bid Item No. IV-44: Backfill 36" Bored Casing Pits (Standard Register Storm Drain) for 1 LS at $1,729.00 per LS. **Add cost of $ 1,729.00 to the contract.**
26. Add Bid Item No. IV-45: New Monitoring Well required by ADEQ for Kearney Property for 1 LS at $4,500.00 per LS. **Add cost of $ 4,500.00 to the contract.**
27. Add Bid Item No. IV-46: Permanent Protection for existing Monitoring Wells (Kearney Property) for 2 EA at $ 200.00 per each. **Add cost of $ 400.00 to the contract.**
28. Add Bid Item No. IV-47: Regrade Small Channel (West of Lancaster Drive for 180 LF at $45.00 per LF. **Add cost of $ 8,100.00 to the contract.**

EXHIBIT
tabbies
A

29. Add Bid Item No. IV-48: New Double 12 ft. wide 8 ft high Gate with Barbed Wire for 2 EA at $2,600.00 per EA.
Add cost of $ 5,200.00 to the contract.
30. Add 30 Calendar Days to the Contract time for the poor working conditions during December, January and February

Justification:

1. Items 1, 3, 4, 9 11, & 20, are an increase in quantity or scope for the additional channel widening and erosion protection to complete the project.
2. Items 5, 7, 12, & 21 are increase in quantities for the additional 8 Ft. Security fence around the north end of the Airport.
3. Items 2, 6, & 10 are items that are not required due to changed field conditions or changed project requirements.
4. Items 13 thru 17 are items added to replace the unknown storm drainage line from Standard Register Co.
5. Items 18 & 19 for the New Monitoring Well Required By ADEQ for the Kearney Property and the protection of the existing Monitoring Wells on the property purchased from Kearney.
6. Item 8 is added per the requirement from the owner of the Paschal Property for the installation of a barrier to prevent vehicular on the curve of the relocated Hwy 71 from hitting the house.
7. The contract time is extended due the poor working conditions during December, January & February when the Contractor was only able to work 8 days out of the 90 day period.

CONTRACT PRICE prior to this Change Orders: $ 3,006,665.15

Increase in Contract Price: $ 78,434.90

Revised CONTRACT PRICE Including this Change Order: $ 3,085,100.05

Final Completion Time Prior to This Change Order: 360 Calendar Days

Net Time Change Resulting From This Change Order: 30 Calendar Days

Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) ~~(decreased)~~ by 30 calendar days.

Approvals Required:
To be effective this Order must be approved by the Owner if it changes the scope or objective or the PROJECT, or as may otherwise be required by the GENERAL CONDITIONS.

Requested by: ______________________________
Sweetser Construction Co., Inc. Date

Recommended by: ______________________________
McClelland Consulting Engineers, Inc. Date

Approved by: ______________________________
City of Fayetteville Date

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department / Division / Program	Date Requested	Adjustment Number
2010 ~~2009~~	Department: General Government Division: Aviation & Economic Development Program: Airport Capital Expense	11/2/2010	

Project or Item Added/Increased:

1. $118,771 in the Runway 16 Safety, Phase 3 Expense account

2. $118,771 in the Runway 16 Safety, Phase 3 Revenue accounts

Project or Item Deleted/Reduced:

None. To recognize grant revenue that offsets the project expense.

Justification of this Increase:

1. Will provide additional expense and revenue budget for project cost increase pertaining to CO#2 to the Contract with Sweetser Construction for Runway 16 Safety Area (RSA) Improvements. Will provide for additional expense and revenue budget for net cost overruns on land acquisition, Engineering, and construction administration. A summary of the expected project costs at final is attached.

Justification of this Decrease:

The project cost increase is 100% funded with grants from DOT/FAA and the AR Dept of Aeronautics.

Increase Budget

Account Name	Account Number				Amount	Project Number	
Runway Safety, Phase 3	5550	3960	7820	38	118,771	07039	3
						07039	3

Decrease Budget

Account Name	Account Number				Amount	Project Number	
Runway Safety, Phase 3	5550	0955	6820	38	112,832	07039	3
State Grants on Federal Projects	5550	0955	6803	00	5,939	07039	3

	Date
Division Head	10/18/10
Budget Director	10/20/10
Department Director	
Paul A. Becker — Finance Director	10/20/2010
Chief of Staff	10-20-10
Mayor	10/20/10

V.090403

Budget & Research Use Only

Type: A B C D E

Requested By

General Ledger Date

Posted to General Ledger

Initial Date

EXHIBIT B

CITY OF FAYETTEVILLE
FAYETTEVILLE EXECUTIVE AIRPORT
CITY COUNCIL ITEM 11/2/10 MEETING
SUMMARY OF PROJECT EXPENSE CHANGES
19-Oct

Grant Item	Amount	Est @ Compltn	Over/(Under)
Admin Exp	20,500	11,500	(9,000)
Land Purchase	324,008	417,596	93,588
Architect/Eng Fee	111,800	132,283	20,483
Construct Admin	20,000	39,000	19,000
Project Inspection	156,000	135,000	(21,000)
Materials Testing	38,000	20,500	(17,500)
Utility Relocation	125,000	91,000	(34,000)
Construction*	3,017,900	3,085,100	67,200
TOTALS	3,813,208	3,931,979	118,771

* Includes submitted Change Order #2

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ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
AVIATION DIVISION
4500 S School Ave, Ste F
Fayetteville, AR 72701
P (479) 718-7642

October 15, 2010

Edward N. Agnew
Federal Aviation Administration
Southwest Region, Airports Division
Arkansas/Oklahoma Airports Development Office
Fort worth, Texas 76193-0630
Via facsimile: 1-817-222-5987

Dear Mr. Agnew,

This letter is a confirmation of our conversation this morning concerning a cost overrun to our RSA Improvement Project AIP Grant Number; 3-05-0020-0038-2009. Several items have caused the project to exceed the original grant amount:

Land Acquisition Costs	$93,588.28
Additional Security Fencing	$58,327.00
Standard Register Storm drain	$89,000.00
Total additions	$240,915.28

We expect to save approximately $150,000.00 on the construction so anticipate a shortage in the original grant amount of approximately $91,678.00 or 2.4%.

Request your concurrence to proceed with the new work and to issue a construction change order for the additional required work pending formal approval of a grant amendment. Documentation providing justification for the necessary changes to the project is on file and available for your review. Thank you for your assistance with this important safety project for Fayetteville Executive Airport, Drake Field.

Sincerely,

Rat M. Boudreaux, COL USAF (ret)
Aviation Director

Federal Aviation Administration

Southwest Region

Arkansas/Oklahoma Airports Development Office

CONCURRENCES
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October 18, 2010

Mr. Ray Boudreaux, Director
Aviation and Economic Development
Fayetteville Executive Airport, Drake Field
4500 South School Road, Suite F
Fayetteville, AR 72701

RE: Change Order No. 2: Drainage Improvements
AIP Grant No. 3-05-0020-038-2009
Improve Runway 16 Approach End Safety Area

Dear Mr. Boudreaux:

This acknowledges receipt of your request for Change Order No. 2 to the subject grant. The change order specifically concerns additional improvements to drainange issues required to complete the project.

The submitted improvement costs are eligible for federal participation in this grant. You are authorized to implement the change order at your convenience. Please include engineering and construction cost documentation for this change order in the Final Project Report upon completion of the project.

Sincerely,

Donald C. Harris

Donald C. Harris, Senior Program Manager
Arkansas/Oklahoma Airports Development Office

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

10/19/2010
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase a John Deere 7230 110 HP Tractor with #741 loader from Countryside Farm and Lawn of Springdale off the John Deere Co. bid through NJPA (National Joint Powers Alliance) in the amount of $78,616.20 for use by the Wastewater Treatment plant Biosolids Solar Drying operation, and approval of a budget adjustment to move funds to the Fleet Expense account.

$ 78,616.20	$ 117,464.00	Tractors / Mowers
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 113,364.25	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02083.2010	$ 4,099.75	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director	9/29/10 Date	Previous Ordinance or Resolution #	
City Attorney	9-30-10 Date	Original Contract Date:	
Paul A. Becker Finance and Internal Services Director	10-1-2010 Date	Original Contract Number:	
Chief of Staff	10-1-10 Date	Received in City Clerk's Office	09-30-10P02:24 RCVD
Mayor	10/1/10 Date	Received in Mayor's Office	ENTERED 10/1/10

Comments:

Revised January 15, 2009

Tabled to November 2, 2010 CC mtg.

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: September 29, 2010

Subject: Purchase of John Deere 7230 Tractor for Wastewater Treatment plant

PROPOSAL: That City Council approve the purchase of one 7230 John Deere Tractor for use by Wastewater Treatment plant in the amount of $78,616.20, and approve a budget adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: The NJPA (National Joint Powers Alliance), of which the City of Fayetteville is a member, awarded Invitation for Bid #IFB081209 to John Deere Company for a 7230 JD Tractor. The local John Deere dealer, Countryside Farm and Lawn of Springdale, has submitted a bid with the 741 loader and other options required by Wastewater Treatment plant in the amount of $78,616.20.

I recommend acceptance of this bid from Countryside Farm and Lawn in the amount of $78,616.20. Copy of Bid is attached.

This unit is an expansion for use in the new Biosolids Solar Drying project at the East side treatment plant.

This purchase was approved by the Equipment Committee at the September 28th meeting.

BUDGET IMPACT: Phase One of the Biosolids Solar Drying project at the East side Wastewater treatment plant has already been approved by Council and construction is underway. This tractor is one of the pieces of equipment that is needed for this project. The attached Budget adjustment is for the capital funds which are being transferred from Sewer Improvements.

A separate budget adjustment will be prepared for operating funds in January 2011. Funds were put in contract services line of the 2011 budget for this purpose.

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING PURCHASE OF A JOHN DEERE 7230 110 HP TRACTOR WITH #741 LOADER FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE PURSUANT TO A COMPETITIVE BID, THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF $78,616.20 FOR USE AS PART OF WASTEWATER TREATMENT PLANT BIOSOLIDS SOLAR DRYING OPERATIONS, AND APPROVING A BUDGET ADJUSTMENT

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 authorizes purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A."

PASSED and **APPROVED** this 19th day of October, 2010.

APPROVED:

By: ____________________________
LIONELD JORDAN, Mayor

ATTEST:

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

B. 1
Countryside Farm and Lawn
of Springdale
Page 1

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Transportation Services	Request Date	Adjustment Number
2010	Division: Fleet Operations Program: Capital Expense	10/19/2010	

JUSTIFICATION TO INCREASE PROJECT / ITEM:

$121,500 in funds are needed in Fleet's vehicle and equipment account to purchase the equipment for the new Biosolids Solar Drying project at the Wastewater Treatment plant, East side. Water & Sewer's Transfer to Shop account will be increased. Two Resolutions were approved for one Budget adjustment

* See: Resolution # ______ & ______

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

Wastewater Improvement's "Professional Services" account will be decreased when funds are moved to Transfer to Shop. Fleet is recognizing revenue due to a transfer from W&S, Sewer Improvements.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Professional Services	4520.9520.5314.00		121,500	02133 . 1
Transfer to Shop	4520.9520.7602.70	121,500		02133 . 0801
				.
Vehicles And Equipment	9700.1920.5802.00	43,000		02076 . 2010
Vehicles And Equipment	9700.1920.5802.00	78,500		02083 . 2010
Transfer from Wastewater Improvements	9700.0970.6602.~~48~~ 52		43,000	02076 . 2010
				.
Transfer from Wastewater Improvements	9700.0970.6602.~~48~~ 52		78,500	02083 . 2010
	TOTAL	243,000	243,000	

	Date
Division Head	Date
Budget Director	9-24-2010
Department Director	24Sep10
Finance Director	9-24-2010
Chief of Staff	9-24-10
Mayor	9/24/10

Requested By Barbara Olsen
bolsen

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

EXHIBIT
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WWPE

#5032

JOHN DEERE

Quote Id :4725296

September 8, 2010

City of Fayetteville
AR

7230 Tractor- 110 PTO Horsepower w/ 6 Cylinder Engine

7230 Government- NJPA- $69,834.18
741 Loader Government- NJPA- $8,332.02

$78,166.20

CHRISTOPHER G HARRAL
479-306-4020
COUNTRYSIDE FARM & LAWN

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:

P.O Number:

Expected Delivery Date:

Vendor #: **13947**

Vendor Name: **COUNTRYSIDE FARM AND LAWN**

Mail Yes:__ No:__

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:_____ No:_____

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval:

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**2011 JOHN DEERE 7230 TRACTOR, 110 HP PTO**	**1**	**EA**	**78,616.20**	**$78,616.20**	**9700.1920.5802.00**			
2	**WITH 741 LOADER, PER NJPA BID #IFB081209**				**$0.00**				
3	**QUOTE #4725296, TO BE UNIT 5022. FIXED**				**$0.00**				
4	**ASSET #705022**				**$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: **$78,616.20**

Tax: EXEMPT

Total: **$78,616.20**

Approvals:

Mayor: ____________________

Department Director: ________________

Purchasing Manager: ____________________

Finance & Internal Services Director: ________________

Budget Manager: ____________________

IT Manager: ________________

Dispatch Manager: ________________

Utilities Manager: ____________________

Other: ______________________

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Chris Brown CB	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands necessary for the Cato Springs Road Improvements Project.

$ 55,590.00	$ 20,550,065.00	Transportation Bond Street Impts
Cost of this request	Category / Project Budget	Program Category / Project Name
4520.9520.5805.00	$ 5,943,400.68	Land Acquisition
Account Number	Funds Used to Date	Program / Project Category Name
06035.1200	$ 14,606,664.32	2006A Sales Tax Construction
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

	Date
Department Director	10.15.2010
City Attorney	10-18-10
Finance and Internal Services Director	10-18-2010
Chief of Staff	10-18-10
Mayor	10/18/10

Previous Ordinance or Resolution # ______
Original Contract Date: ______
Original Contract Number: ______

Received in City Clerk's Office 10-15-10P02:45 RCVD

Received in Mayor's Office ENTERED 10/18/10

Comments:

Fayetteville ARKANSAS
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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

City Council Meeting of November 2, 2010

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Director of Development Services JP

From: Chris Brown CB

Date: October 15, 2010

Subject: Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands necessary for the Cato Springs Road Improvements Project.

PROPOSAL:

The Cato Springs Road Improvements Project, from South School to Razorback Road, is a part of the Street Bond Improvements Project. The project is also partially funded by a federal earmark. One of the requirements of the earmark funding is that all properties must be acquired prior to advertising for bids.

The owners of the attached properties have expressed various concerns and have refused to sign right-of-way and easement documents as based on their concerns. These properties represent 8 of the total 34 properties to be acquired. Staff will continue to negotiate with these property owners to avoid condemnation whenever possible. However, due to the federal requirements previously mentioned, it is imperative that the right of way be acquired in a timely manner so as not to delay the bidding and construction of the project.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Cato Springs Road.

BUDGET IMPACT:

The payment for land acquisition will be made from the project budget allocated for the Cato Springs Road Improvements Project, which is funded by the Transportation Bond Fund. The agenda item staff review form indicates $55,590 as the cost of this request. It should be noted that this is an estimate, based on the appraised values of the properties, and that the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for each property.

Attachments: Right of Way Plans and property exhibits.
Case History Summary

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY DAVID AND SUSAN DRUDING, NORTHWEST PROPERTY MANAGEMENT, RICHARD LEE WATSON, RONALD L. TROUTMAN, FUNLAND R.B.S., INC., AND EARL F. AND MURLENE G. WEBB NEEDED FOR THE CATO SPRINGS ROAD WIDENING PROJECT

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for rights-of-way and utility easements, and

WHEREAS, the City of Fayetteville needs to gain possession of these property promptly to begin work on improvements to Cato Springs Road.

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 authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-08415-000 and owned by David and Susan Druding that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15057-000 and owned by Northwest Property Management that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-08226-000 and owned by Richard Lee Watson that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15399-001 and owned by Ronald L. Troutman that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-03013-000 and owned by Funland R.B.S., Inc. that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-15352-000 and owned by Earl F. and Murlene G. Webb that is needed for right-of-way and a utility easement for improvements to Cato Springs Road, and to pay into the registry of the Circuit Court just compensation therefor.

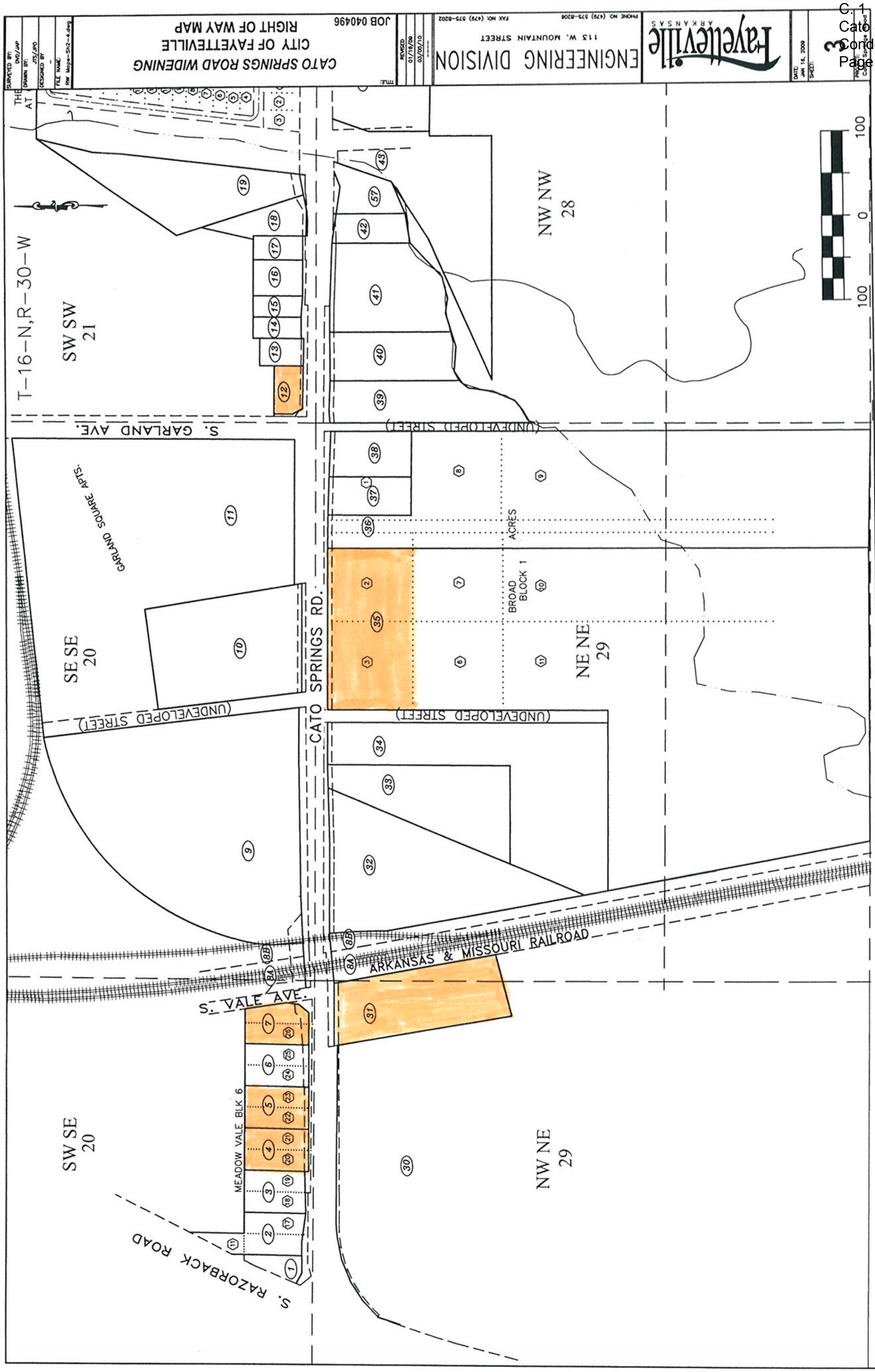
PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

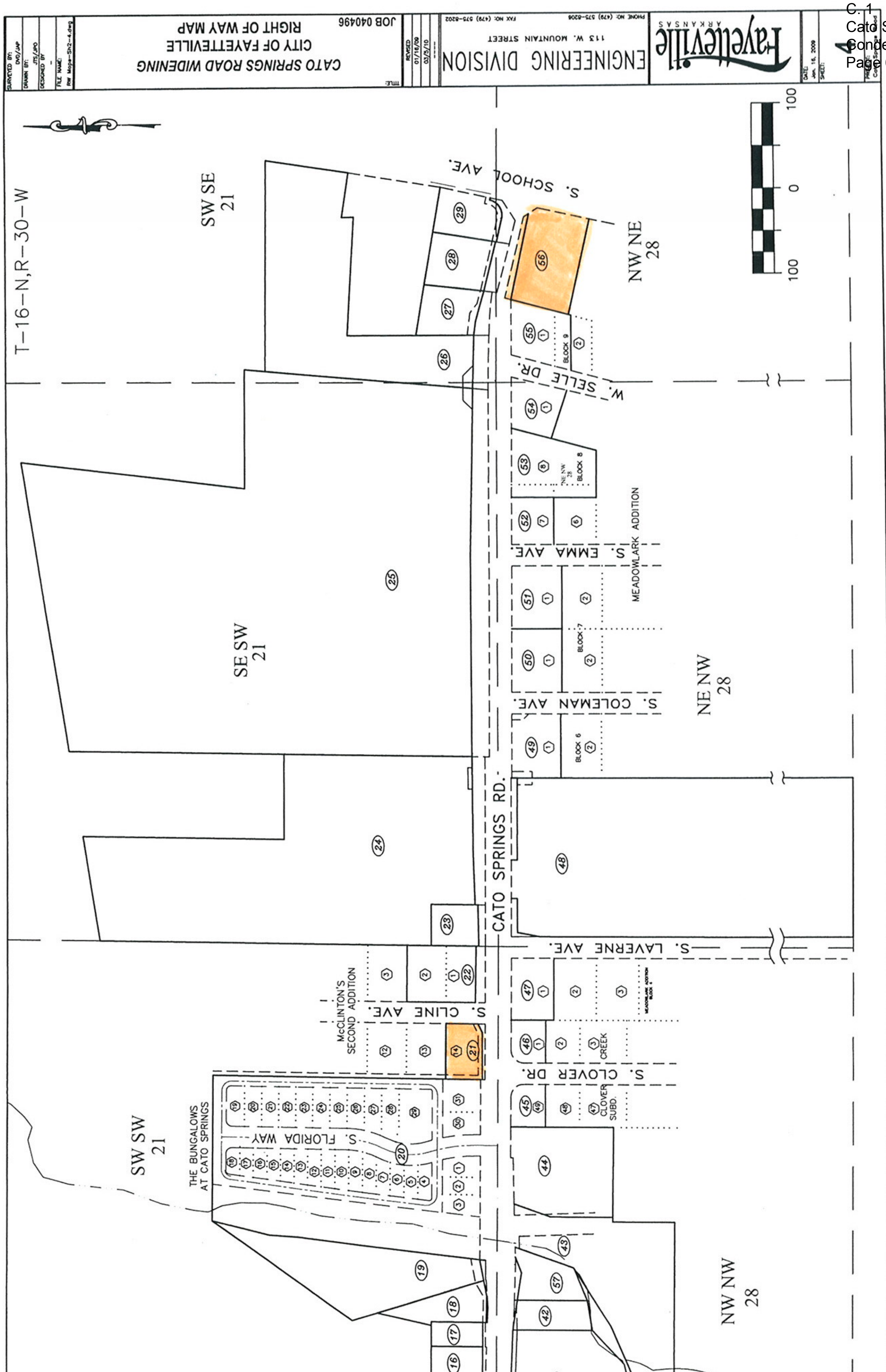
By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

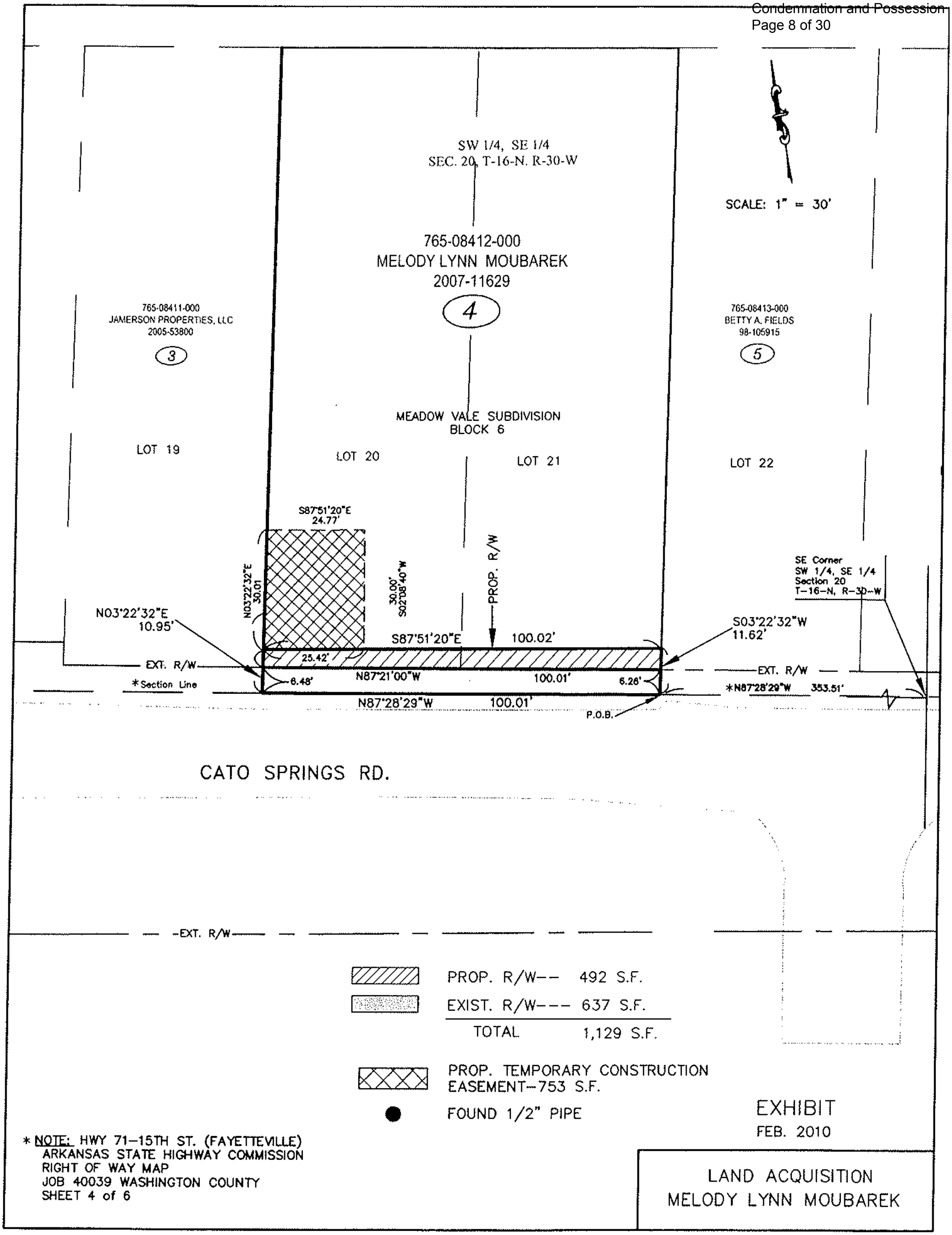

CATO SPRINGS ROAD WIDENING
CITY OF FAYETTEVILLE
RIGHT OF WAY MAP
JOB 040496
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
Fayetteville
ARKANSAS
T-16-N,R-30-W
SW SW
21
NW NW
28
SE SE
20
NE NE
29
SW SE
20
NW NE
29
CATO SPRINGS RD.
S. GARLAND AVE.
(UNDEVELOPED STREET)
(UNDEVELOPED STREET)
GARLAND SQUARE APTS.
BROAD ACRES
BLOCK 1
ARKANSAS & MISSOURI RAILROAD
S. VALE AVE.
MEADOW VALE BLK 6
S. RAZORBACK ROAD
100
0
100

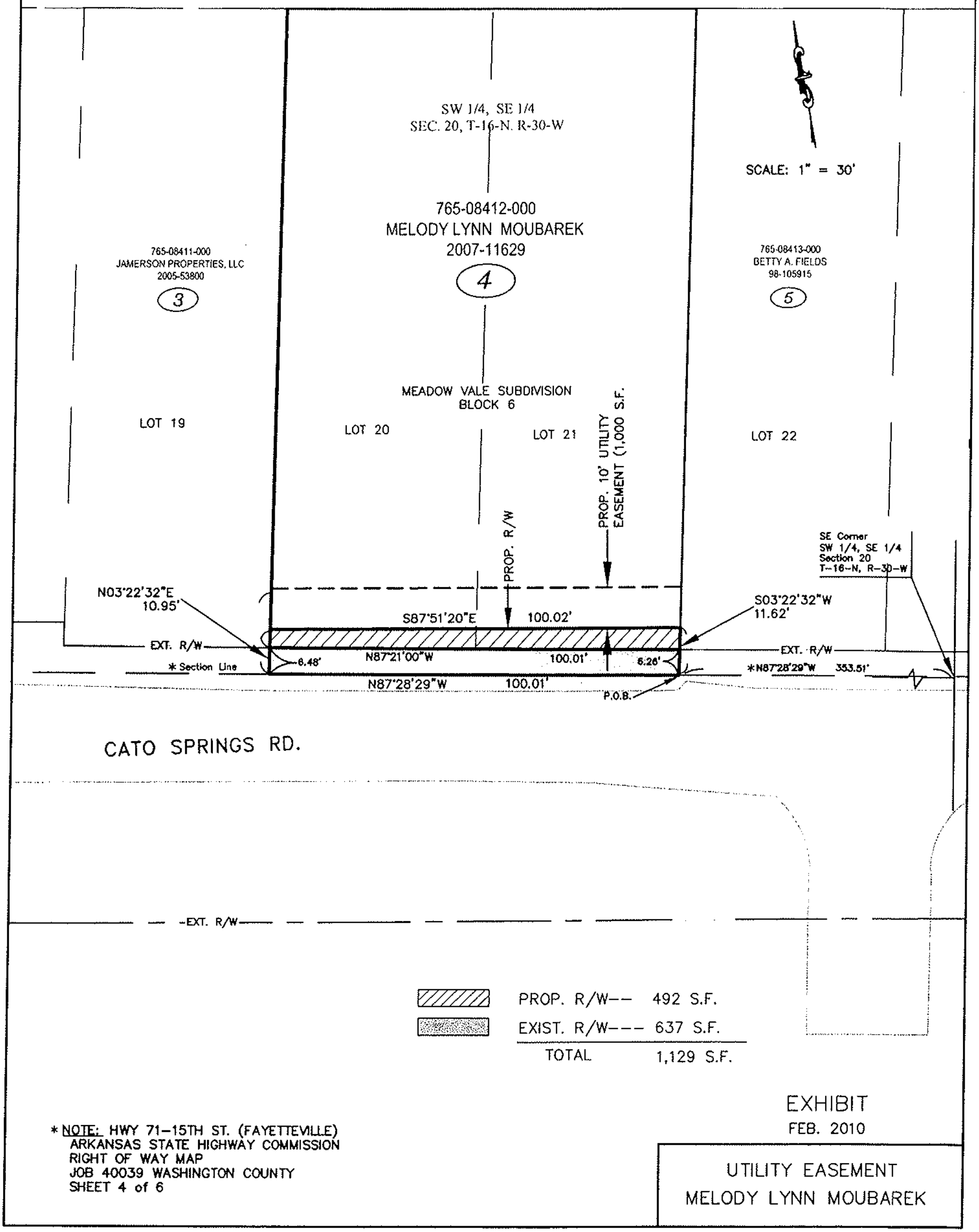
C. 1
Cato Springs Road Widening Project
Condemnation and Possession
Page 6 of 30



LAND AGENTS' CASE HISTORY
Melody Lynn Moubarak
Tract 4
Cato Springs Road

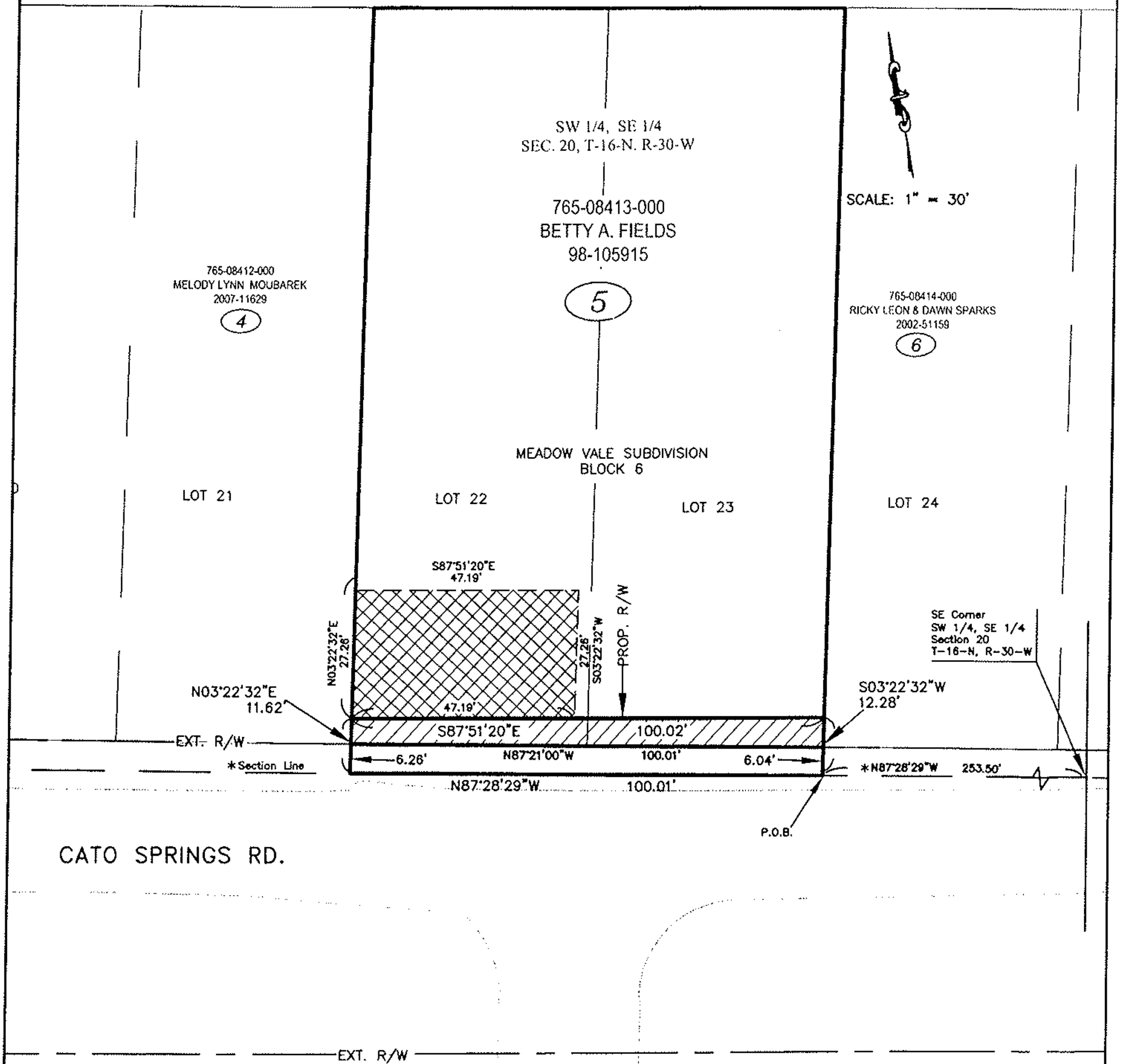
6/28/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor forms.
7/13/2010	HJ met with Ali Moubarak (husband of Melody and son-in-law of Betty Fields, Tract 5). Requested more simplified plans.
7/14/2010	Simplified plans with aerial overlay and color-coding e-mailed to Mr. Moubarak.
7/19/2010	Counter offer letter from Melody Moubarak. Counter offer = $10,000, original offer = $3,550.
7/29/2010	In-house e-mail discusses raising square foot value to $4.75, but would only amount to $4,900.
8/12/2010	Side letter mailed. Revised offer based on $3.75/sq. ft., total of $4,500 with promise of new concrete driveway.
8/19/2010	Follow-up e-mail to Mr. Moubarak stating negotiations are still underway.
8/31/2010	Letter from Melody Moubarak refusing City's counter of $4,500 and countering back with $9,000.
9/10/2010	Cannot justify $9,000. May need to go to court.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/15/2010	Final offer letter with total of $6,750.00.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.


SW 1/4, SE 1/4
SEC. 20, T-16-N, R-30-W
SCALE: 1" = 30'
765-08412-000
MELODY LYNN MOUBAREK
2007-11629
4
765-08411-000
JAMERSON PROPERTIES, LLC
2005-53800
3
765-08413-000
BETTY A. FIELDS
98-105915
5
MEADOW VALE SUBDIVISION
BLOCK 6
LOT 19
LOT 20
LOT 21
LOT 22
S87°51'20"E
24.77'
N03°22'32"E
30.01
30.00'
S02°08'40"W
PROP. R/W
N03°22'32"E
10.95'
S87°51'20"E
100.02'
25.42'
EXT. R/W
N87°21'00"W
100.01'
6.48'
6.26'
*Section Line
N87°28'29"W
100.01'
P.O.B.
S03°22'32"W
11.62'
SE Corner
SW 1/4, SE 1/4
Section 20
T-16-N, R-30-W
EXT. R/W
*N87°28'29"W
353.51'
CATO SPRINGS RD.
EXT. R/W
PROP. R/W-- 492 S.F.
EXIST. R/W--- 637 S.F.
TOTAL 1,129 S.F.
PROP. TEMPORARY CONSTRUCTION
EASEMENT-753 S.F.
FOUND 1/2" PIPE
EXHIBIT
FEB. 2010
* NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6
LAND ACQUISITION
MELODY LYNN MOUBAREK


SW 1/4, SE 1/4
SEC. 20, T-16-N. R-30-W
SCALE: 1" = 30'
765-08412-000
MELODY LYNN MOUBAREK
2007-11629
4
765-08411-000
JAMERSON PROPERTIES, LLC
2005-53800
3
765-08413-000
BETTY A. FIELDS
98-105915
5
MEADOW VALE SUBDIVISION
BLOCK 6
LOT 19
LOT 20
LOT 21
LOT 22
PROP. 10' UTILITY EASEMENT (1,000 S.F.
PROP. R/W
SE Corner
SW 1/4, SE 1/4
Section 20
T-16-N, R-30-W
N03°22'32"E
10.95'
S87°51'20"E 100.02'
S03°22'32"W
11.62'
EXT. R/W
* Section Line
6.48'
N87°21'00"W 100.01'
6.26'
*N87°28'29"W 353.51'
N87°28'29"W 100.01'
P.O.B.
CATO SPRINGS RD.
EXT. R/W
PROP. R/W-- 492 S.F.
EXIST. R/W--- 637 S.F.
TOTAL 1,129 S.F.
EXHIBIT
FEB. 2010
* NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6
UTILITY EASEMENT
MELODY LYNN MOUBAREK

LAND AGENTS' CASE HISTORY
Betty A. Fields
Tract 5
Cato Springs Road

6/28/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor forms.
7/13/2010	HJ met with Ali Moubarak (son-in-law of Betty Fields). Requested more simplified plans.
7/14/2010	Simplified plans with aerial overlay and color-coding e-mailed to Mr. Moubarak.
7/19/2010	Counter offer letter from Betty Fields. Counter offer = $15,000, original offer = $6,600.
7/21/2010	In-house e-mail discusses raising square foot value to $4.75, but would only amount to $8,310.
8/12/2010	Side letter mailed. Revised offer based on $3.75/sq. ft., total of $7,400 with promise of new concrete driveway.
8/19/2010	Follow-up e-mail to Mr. Moubarak stating negotiations are still underway.
8/31/2010	Letter from Betty Fields refusing City's counter of $7,400 and countering back with $14,000.
9/10/2010	Cannot justify $14,000. May need to go to court.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/15/2010	Final offer letter with total of $10,700.00.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.



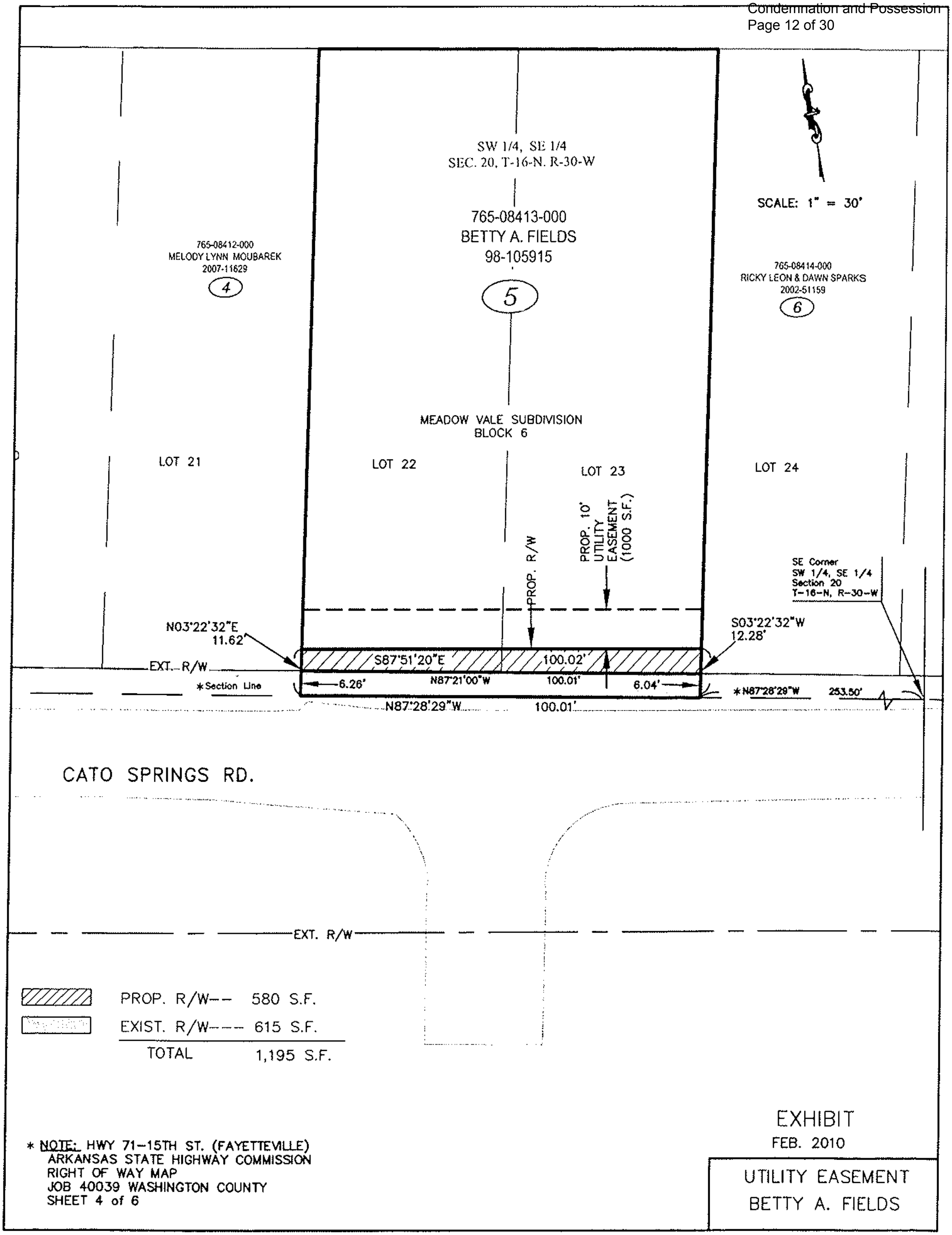
PROP. R/W-- 580 S.F.
EXIST. R/W--- 615 S.F.
TOTAL 1,195 S.F.

PROP. TEMPORARY CONSTRUCTION EASEMENT-1,286 S.F.

* NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6

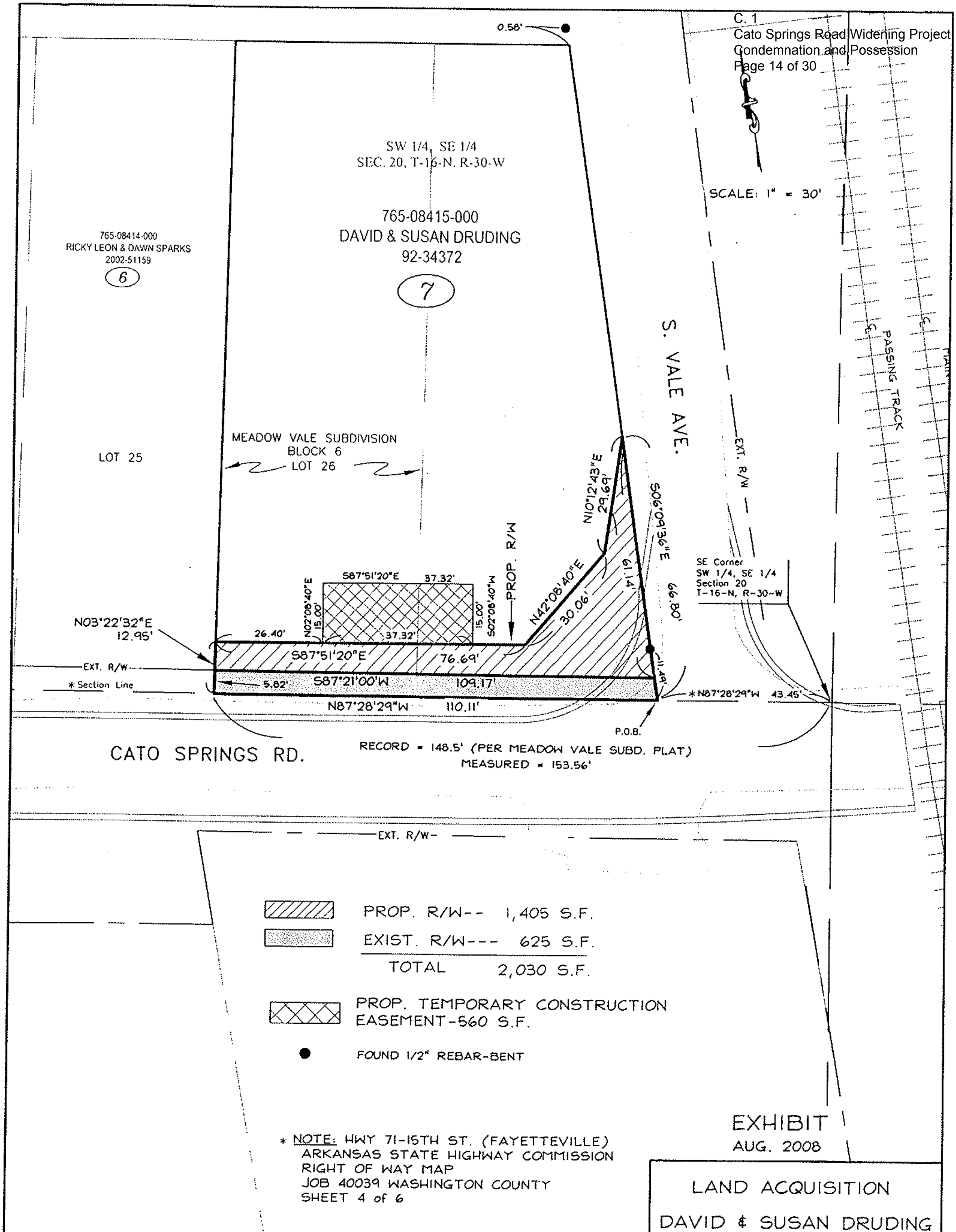
EXHIBIT
FEB. 2010

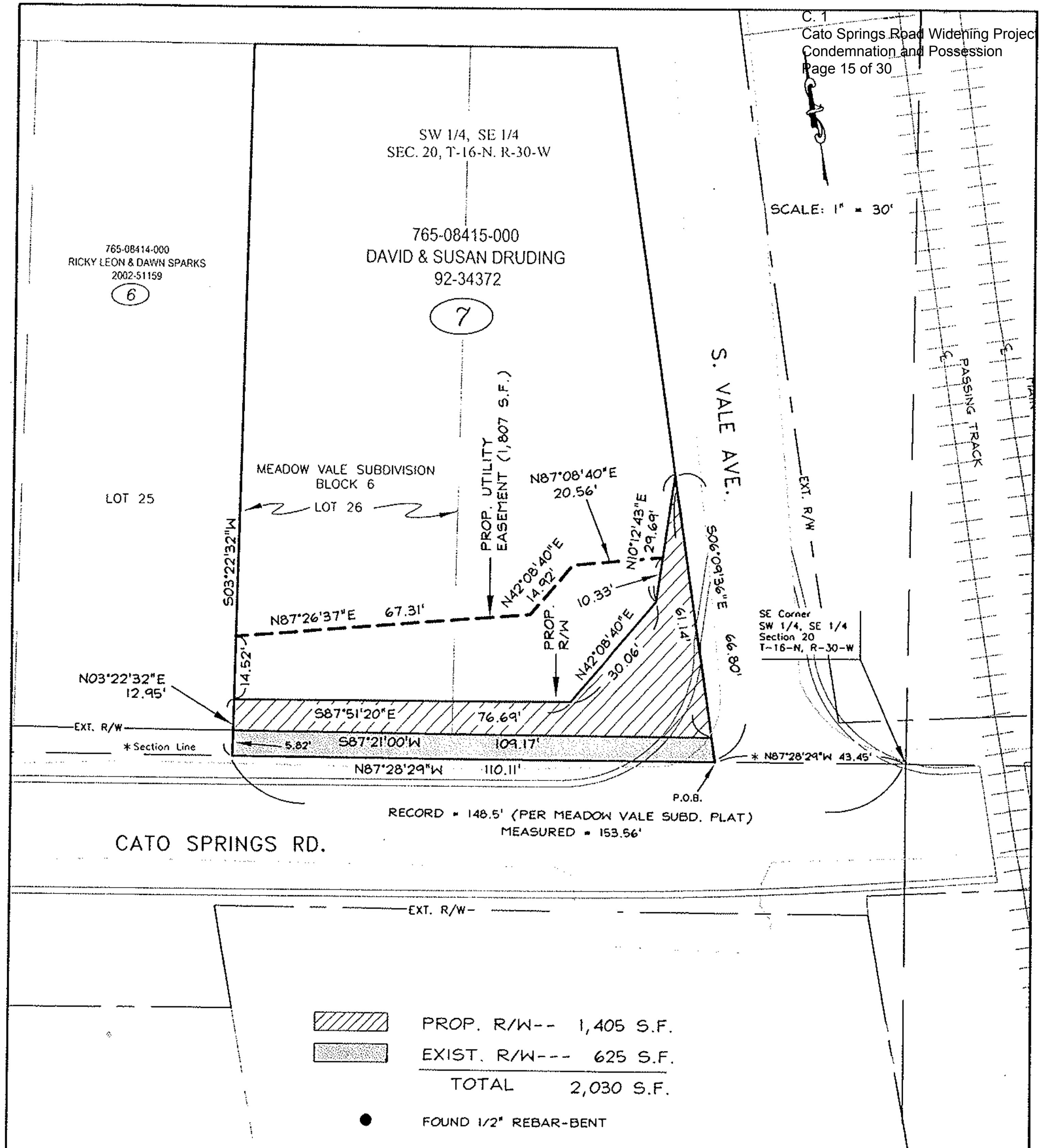
LAND ACQUISITION
BETTY A. FIELDS


SW 1/4, SE 1/4
SEC. 20, T-16-N, R-30-W
765-08413-000
BETTY A. FIELDS
98-105915
5
SCALE: 1" = 30'
765-08412-000
MELODY LYNN MOUBAREK
2007-11629
4
765-08414-000
RICKY LEON & DAWN SPARKS
2002-51159
6
MEADOW VALE SUBDIVISION
BLOCK 6
LOT 21
LOT 22
LOT 23
LOT 24
PROP. R/W
PROP. 10' UTILITY EASEMENT (1000 S.F.)
SE Corner
SW 1/4, SE 1/4
Section 20
T-16-N, R-30-W
N03°22'32"E
11.62'
S03°22'32"W
12.28'
EXT. R/W
S87°51'20"E
100.02'
*Section Line
6.26'
N87°21'00"W
100.01'
6.04'
*N87°28'29"W
253.50'
N87°28'29"W
100.01'
CATO SPRINGS RD.
EXT. R/W
PROP. R/W-- 580 S.F.
EXIST. R/W--- 615 S.F.
TOTAL 1,195 S.F.
* NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6
EXHIBIT
FEB. 2010
UTILITY EASEMENT
BETTY A. FIELDS

LAND AGENTS' CASE HISTORY
David Druding and Susan Druding
Tract 7
Cato Springs Road

6/28/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor form.
7/9/2010	Re-mailed packet to different address.
7/22/2010	David Druding called because his neighbors received packet but he had not. He will pick up packet. Added highlighted plans. He hopes to talk to owners of Tracts 4, 5, & 6.
7/27/2010	HJ met with Ricky Sparks and David Druding (Tract 7).
8/25/2010	PL sent aerial images with contours via e-mail.
8/27/2010	E-mail from David Druding. Mr. Sparks parks his truck on Mr. Druding's property.
9/1/2010	Letter from David Druding. Very concerned about trees and plants.
9/2/2010	E-mail to accompany above letter.
9/2/2010	E-mail from PL regarding time frame of project.
9/9/2010	E-mail to PL. Mr. Druding wants to be able to use loading dock once again and wants property accessible by tractor-trailer. Also, very concerned about preserving 130 yr. old cottonwood tree.
9/24/2010	HJ & PL met with Mr. Druding on site.
9/28/2010	E-mail from PL about revision made to driveway and access.
9/29/2010	E-mail from Mr. Druding asking about re-routing around cottonwood tree.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.


0.58'
SCALE: 1" = 30'
SW 1/4, SE 1/4
SEC. 20, T-16-N, R-30-W
765-08415-000
DAVID & SUSAN DRUDING
92-34372
7
765-08414-000
RICKY LEON & DAWN SPARKS
2002-51159
6
S. VALE AVE.
PASSING TRACK
EXT. R/W
LOT 25
MEADOW VALE SUBDIVISION
BLOCK 6
LOT 26
N10°12'43"E
29.69'
S06°09'36"E
PROP. R/W
N42°08'40"E
30.06'
61.14'
66.80'
SE Corner
SW 1/4, SE 1/4
Section 20
T-16-N, R-30-W
S87°51'20"E
37.32'
N02°08'40"E
15.00'
15.00'
S02°08'40"W
37.32'
N03°22'32"E
12.95'
26.40'
S87°51'20"E
76.69'
EXT. R/W
* Section Line
5.82'
S87°21'00"W
109.17'
11.49'
N87°28'29"W
110.11'
* N87°28'29"W 43.45'
P.O.B.
CATO SPRINGS RD.
RECORD = 148.5' (PER MEADOW VALE SUBD. PLAT)
MEASURED = 153.56'
EXT. R/W
PROP. R/W-- 1,405 S.F.
EXIST. R/W--- 625 S.F.
TOTAL 2,030 S.F.
PROP. TEMPORARY CONSTRUCTION EASEMENT-560 S.F.
FOUND 1/2" REBAR-BENT
* NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6
EXHIBIT
AUG. 2008
LAND ACQUISITION
DAVID & SUSAN DRUDING



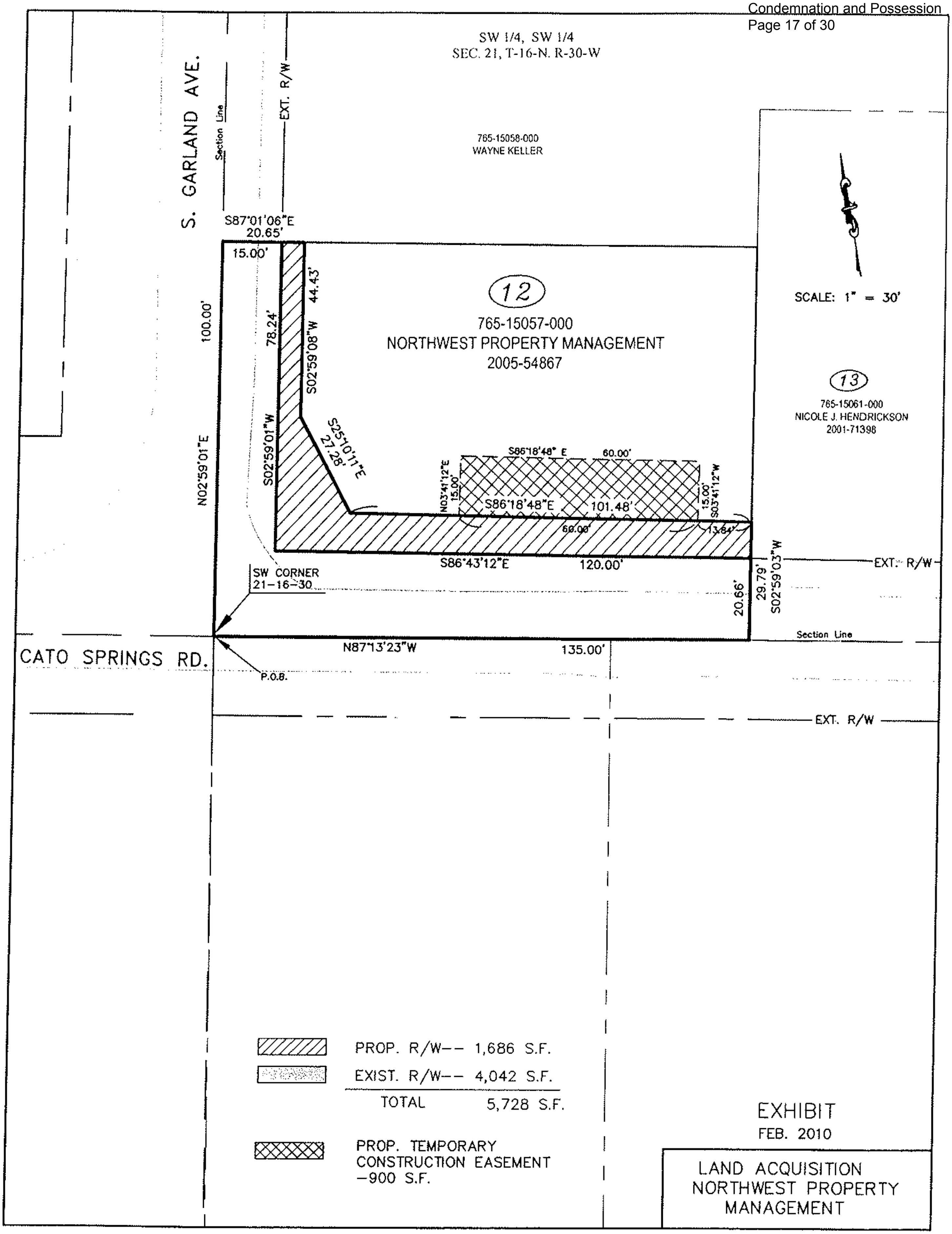
*NOTE: HWY 71-15TH ST. (FAYETTEVILLE)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 40039 WASHINGTON COUNTY
SHEET 4 of 6

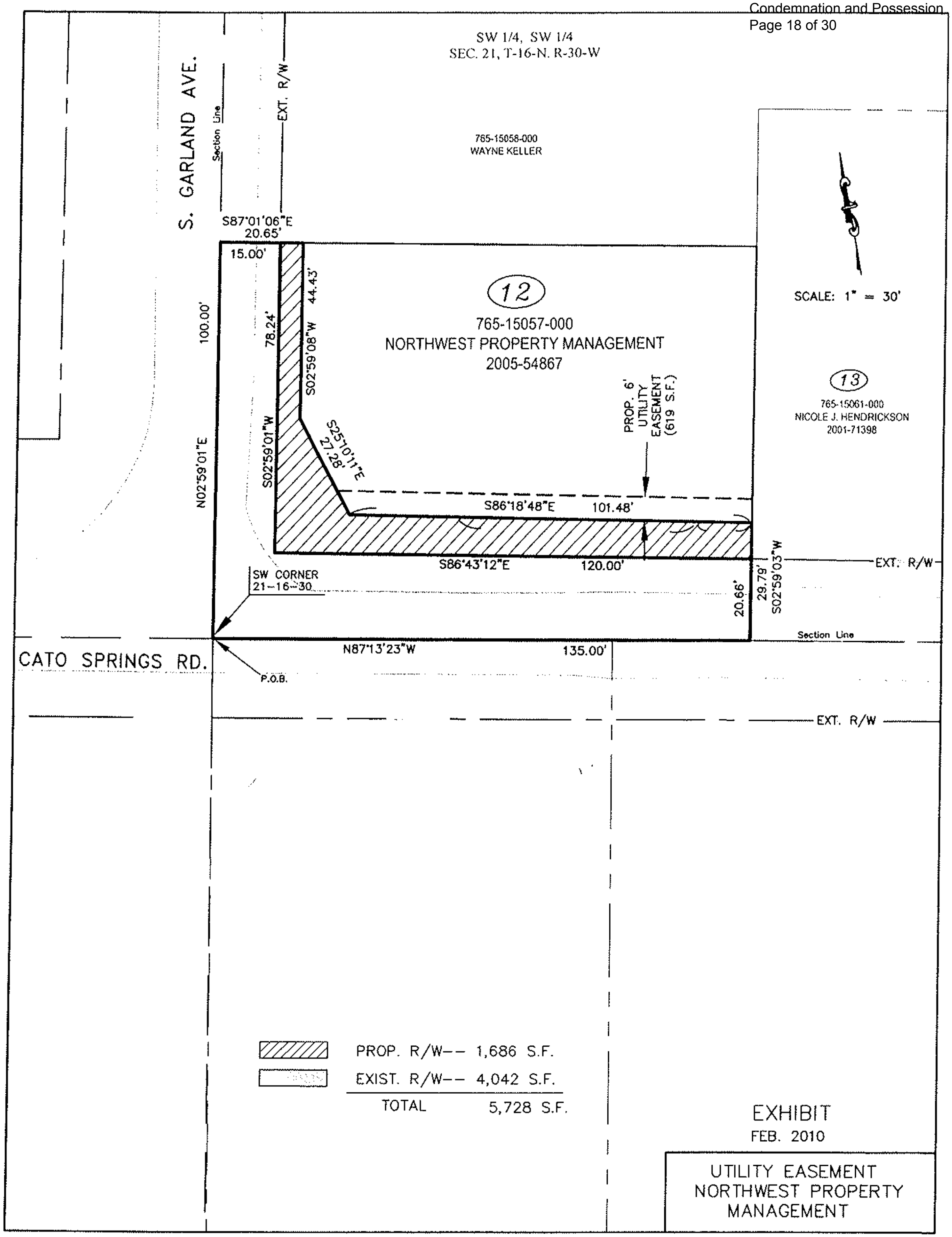
EXHIBIT
AUG 2008

UTILITY EASEMENT
DAVID & SUSAN DRUDING

LAND AGENTS' CASE HISTORY
Northwest Property Management
Tract 12
Cato Springs Road

6/28/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor forms.
7/2/2010	Halley Hoggatt requested that the property be staked.
July 2010	Mr. Hoggatt came in numerous times to discuss project with PL and Land Agents. Concerned about drainage, parking, future setbacks, retaining walls, lost revenue, etc. He was informed that lost revenue is subjective and will not be reimbursed.
7/22/2010	List of questions/concerns from Mr. Hoggatt regarding issues with his specific property.
8/10/2010	Side letter addressing above-mentioned list of questions/concerns.
8/12/2010	Mr. Hoggatt spoke with PL and CB about side letter.
9/10/2010	No counter offer received
9/27/2010	Notification/Side letter drawn up. Cato Springs parking expanded, slope decreased. Parking spot created on Garland. Letter not mailed.
9/27/2010	Halley came in. Still not happy with parking situation on Garland, would like more than one space. He was allowed to read letter dated 9/27/2010. He will double-check to see if parking will be adequate.
9/28/2010	Halley came by. He has set an appointment for Tuesday, Oct. 5, to meet with Jason Kelley, Assistant City Attorney to discuss lost rent.
10/15/2010	Side letter and final offer with total of $11,695.00
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.


SW 1/4, SW 1/4
SEC. 21, T-16-N. R-30-W
S. GARLAND AVE.
Section Line
EXT. R/W
765-15058-000
WAYNE KELLER
S87°01'06"E
20.65'
15.00'
44.43'
78.24'
100.00'
S02°59'08"W
12
765-15057-000
NORTHWEST PROPERTY MANAGEMENT
2005-54867
SCALE: 1" = 30'
13
765-15061-000
NICOLE J. HENDRICKSON
2001-71398
S25°10'11"E
27.28'
N02°59'01"E
S02°59'01"W
S86°18'48" E
60.00'
N03°41'12"E
15.00'
S86°18'48"E
101.48'
15.00'
S03°41'12"W
60.00'
13.84'
S86°43'12"E
120.00'
EXT. R/W
SW CORNER
21-16-30
20.66'
29.79'
S02°59'03"W
Section Line
CATO SPRINGS RD.
N87°13'23"W
135.00'
P.O.B.
EXT. R/W
PROP. R/W-- 1,686 S.F.
EXIST. R/W-- 4,042 S.F.
TOTAL 5,728 S.F.
PROP. TEMPORARY
CONSTRUCTION EASEMENT
-900 S.F.
EXHIBIT
FEB. 2010
LAND ACQUISITION
NORTHWEST PROPERTY
MANAGEMENT


SW 1/4, SW 1/4
SEC. 21, T-16-N. R-30-W
S. GARLAND AVE.
Section Line
EXT. R/W
765-15058-000
WAYNE KELLER
S87°01'06"E
20.65'
15.00'
100.00'
78.24'
44.43'
S02°59'08"W
12
765-15057-000
NORTHWEST PROPERTY MANAGEMENT
2005-54867
PROP. 6' UTILITY EASEMENT (619 S.F.)
SCALE: 1" = 30'
13
765-15061-000
NICOLE J. HENDRICKSON
2001-71398
N02°59'01"E
S02°59'01"W
S25°10'11"E
27.28'
S86°18'48"E
101.48'
S86°43'12"E
120.00'
EXT. R/W
SW CORNER
21-16-30
20.66'
29.79'
S02°59'03"W
Section Line
CATO SPRINGS RD.
N87°13'23"W
135.00'
P.O.B.
EXT. R/W
PROP. R/W-- 1,686 S.F.
EXIST. R/W-- 4,042 S.F.
TOTAL 5,728 S.F.
EXHIBIT
FEB. 2010
UTILITY EASEMENT
NORTHWEST PROPERTY
MANAGEMENT

LAND AGENTS' CASE HISTORY
Richard L. Watson
Tract 21
Cato Springs Road

6/28/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor form.
7/8/2010	Note to file regarding above-ground pool which will need to be moved. Was under the impression that Mr. Watson had contacted either PL or CB about this.
9/7/2010	Reminder letter sent.
9/10/2010	No further contact with the City.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.

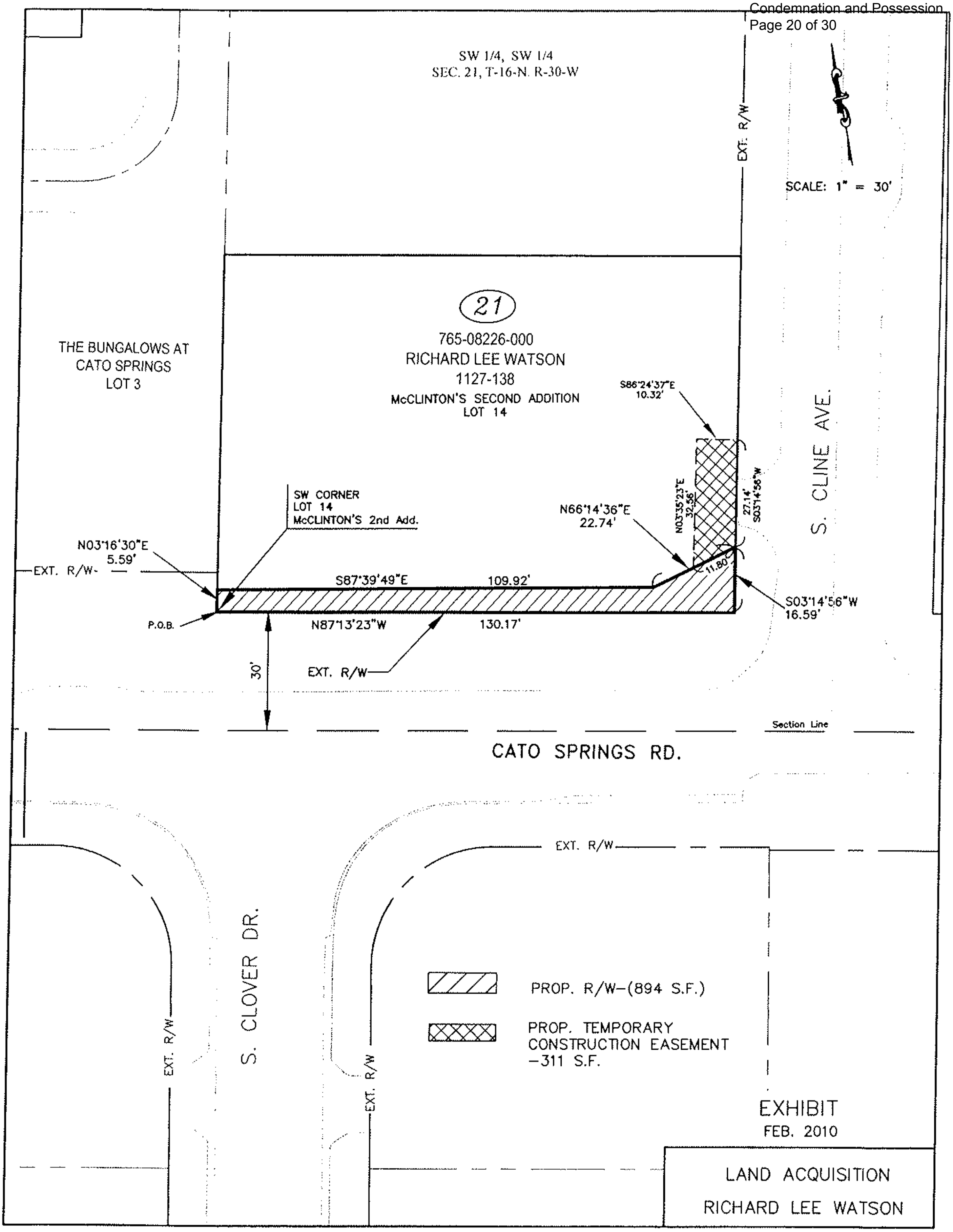


EXHIBIT
FEB. 2010

LAND ACQUISITION
RICHARD LEE WATSON

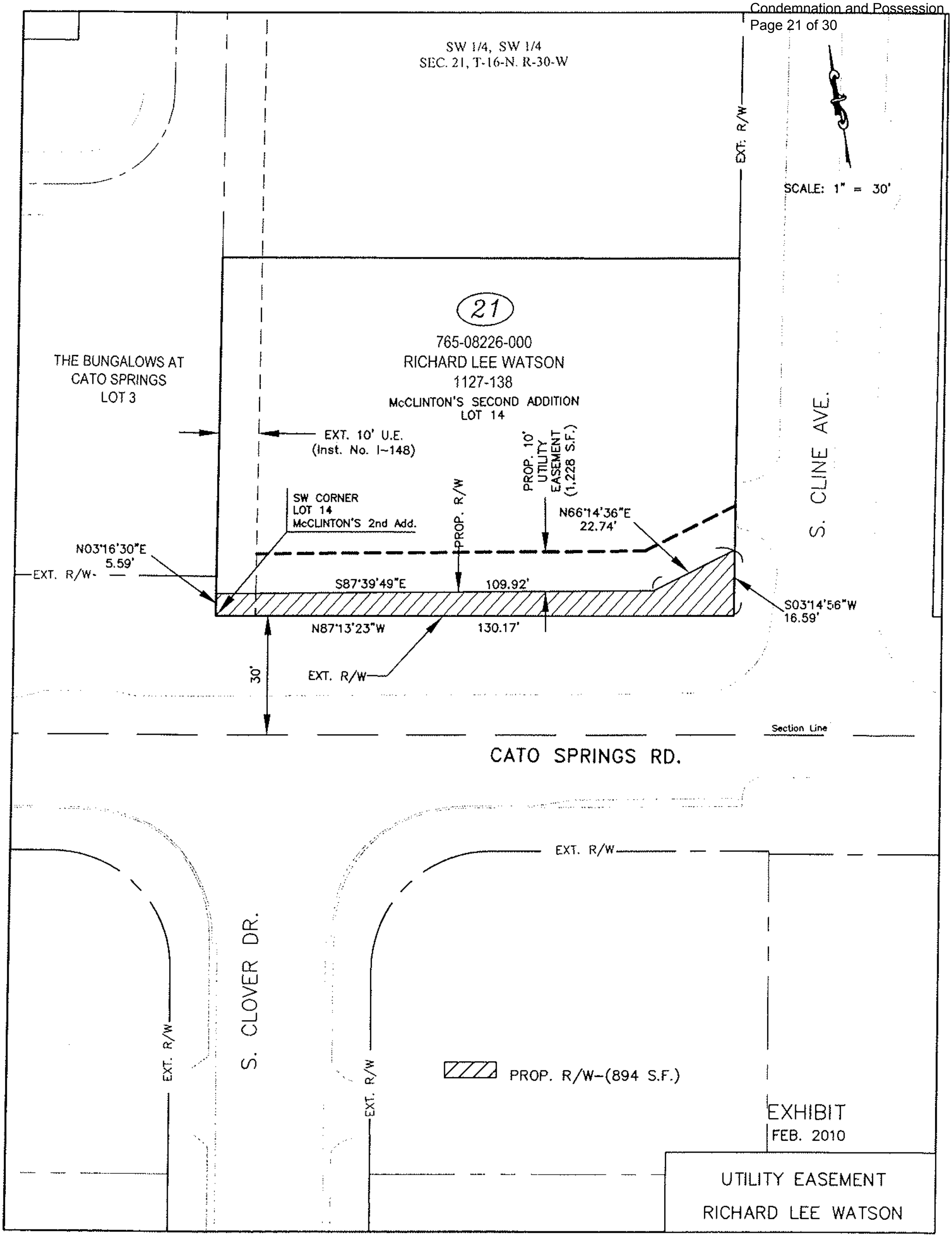


EXHIBIT
FEB. 2010

UTILITY EASEMENT
RICHARD LEE WATSON

LAND AGENTS' CASE HISTORY
Ronald L. Troutman
Tract 31
Cato Springs Road

7/1/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor form.
7/16/2010	Letter from Mr. Troutman saying he is seeking his own appraisal from The Real Estate Consultants.
8/5/2010	Letter from Mr. Troutman requesting more information and copy of our appraisal.
8/12/2010	Informational letter sent along with construction plans, copy of appraisal by Reed & Associates, and explanation of damages.
9/7/2010	Reminder letter sent.
9/10/2010	No further contact with the City.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/12/2010	Letter from Mr. Troutman with list of concerns and backup info from appraiser and fencing company. He is requesting total of $12,185 (which includes full fee simple for permanent. easement).
10/15/2010	Counter offer letter with total of $9,951.50. Only offered 50% of fee for permanent easement.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.

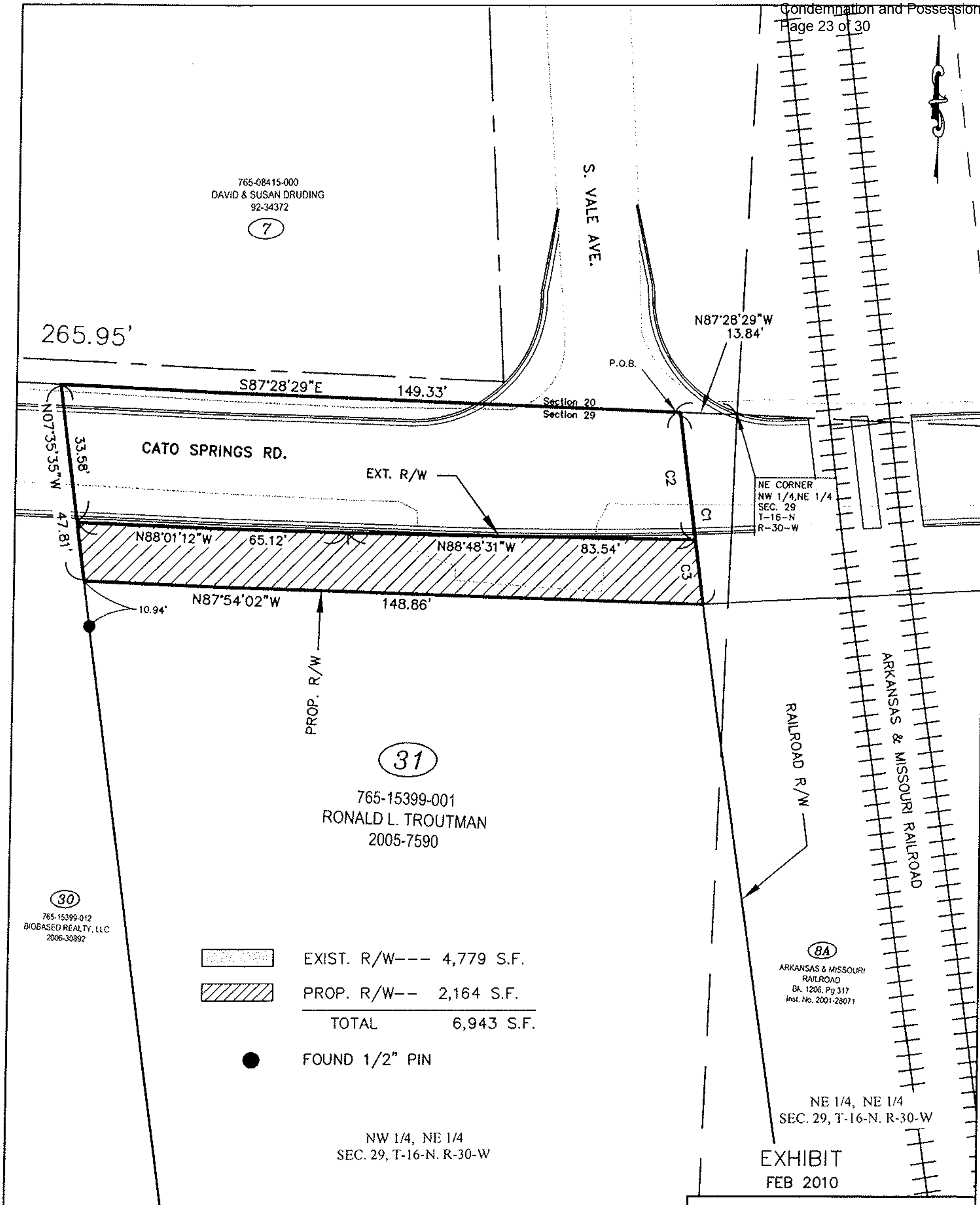
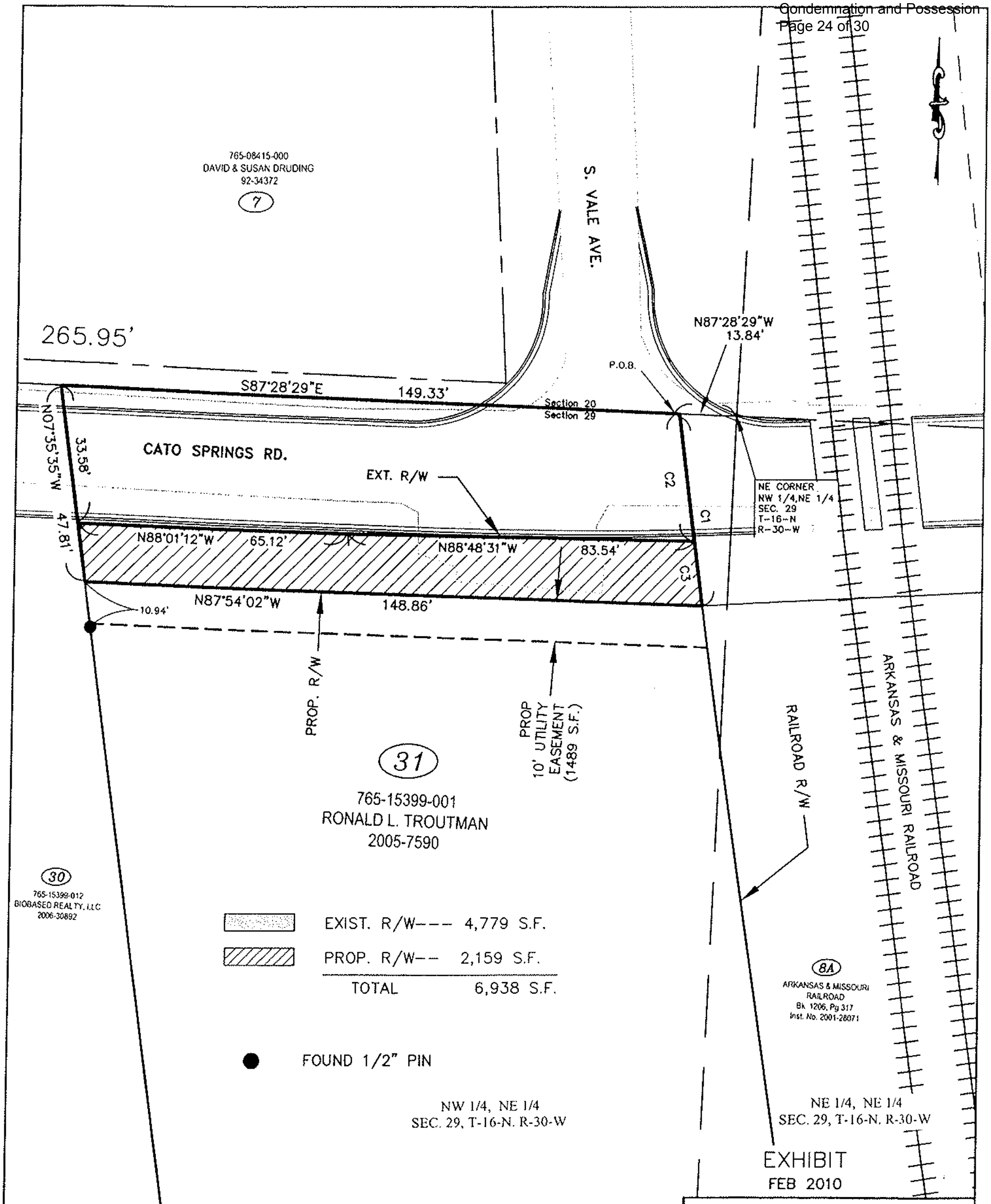


EXHIBIT
FEB 2010

CURVE	RADIUS	ARC LENGTH	DELTA	CHD LENGTH	CHD BEARING
C1	5781.00'	46.64'	00°27'44"	46.64'	S 07°15'53" E
C2	5781.00'	30.94'	00°18'24"	30.94'	S 07°11'13" E
C3	5781.00'	15.80'	00°09'24"	15.80'	S 07°25'03" E

LAND ACQUISITION

RONALD L. TROUTMAN

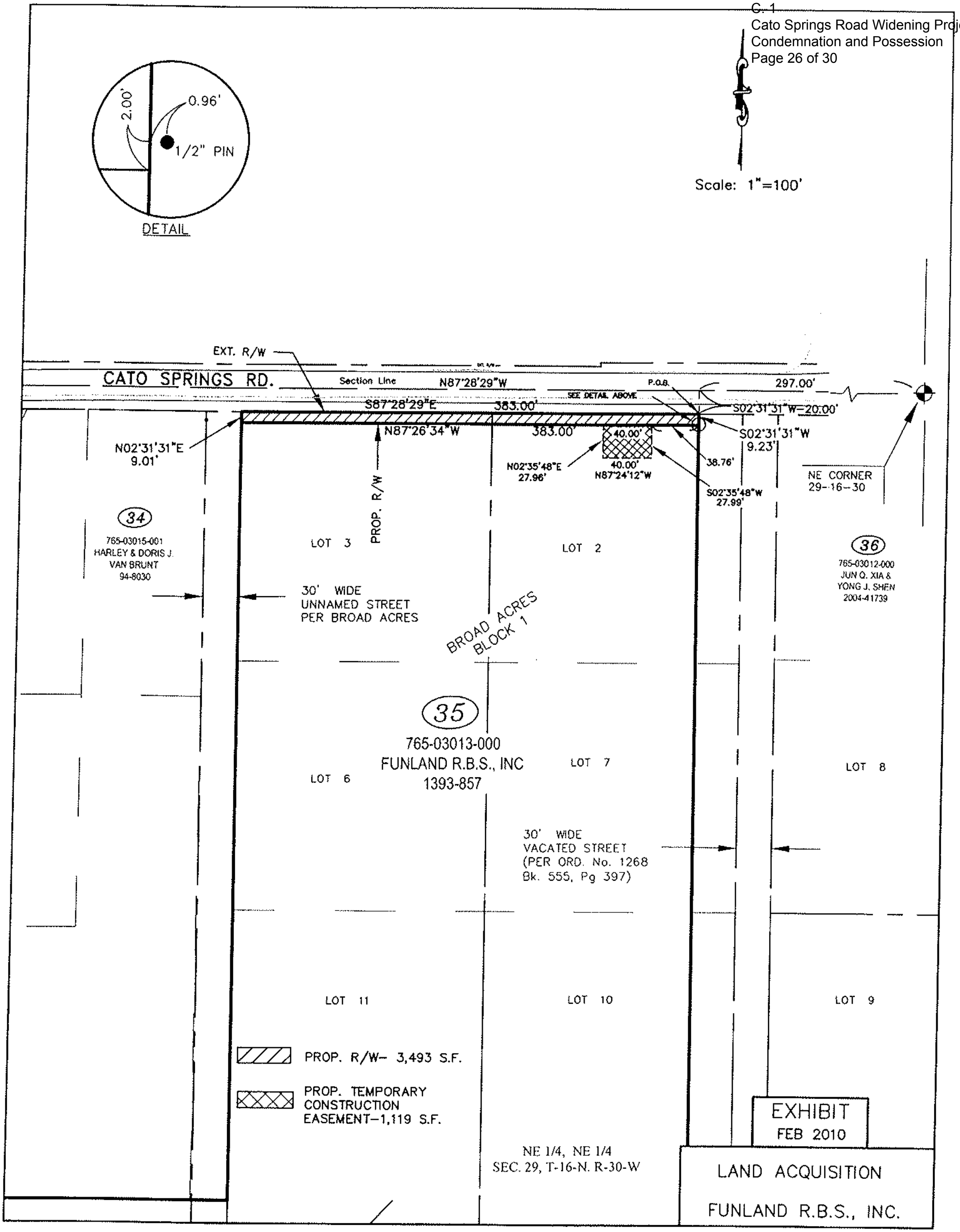


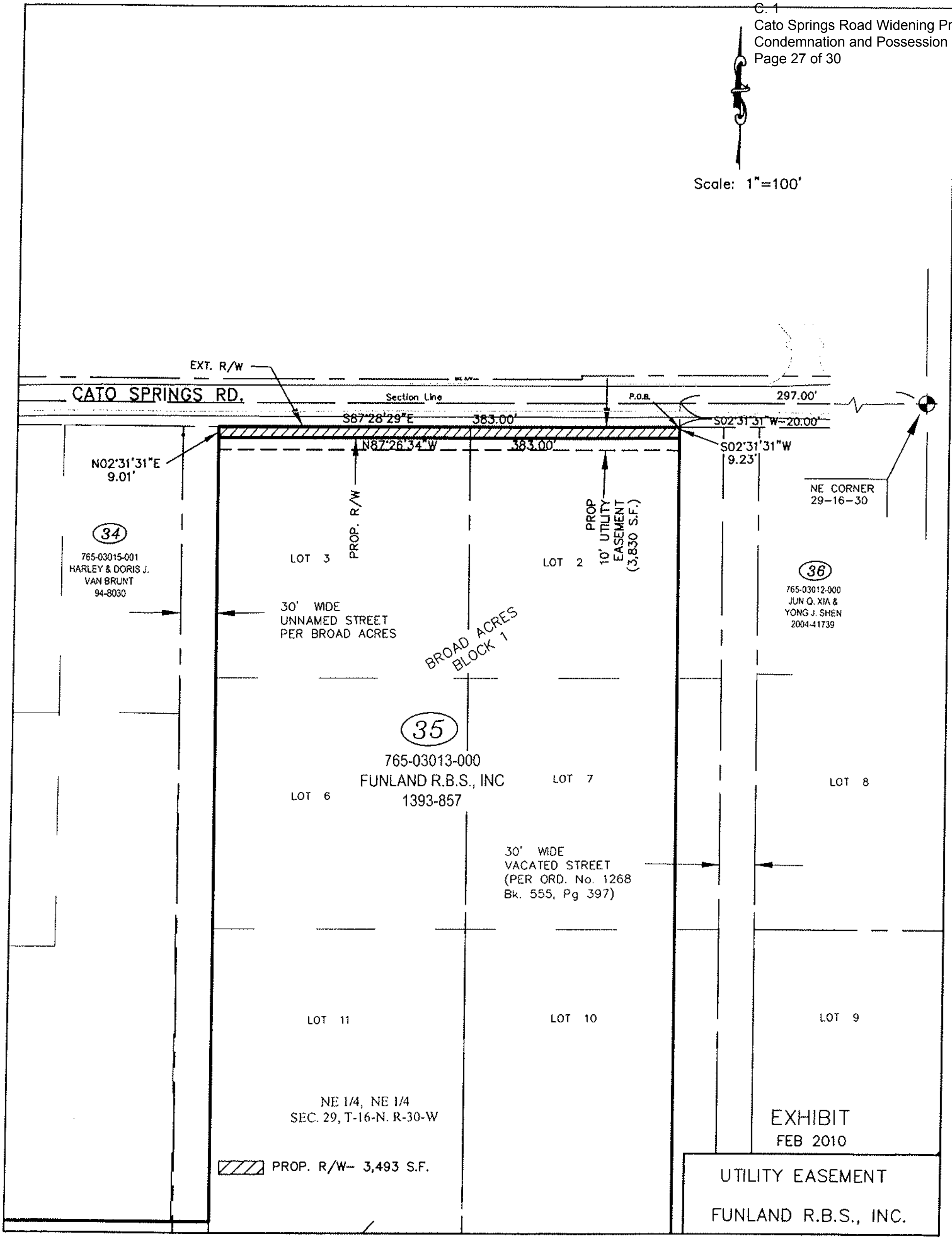
CURVE	RADIUS	ARC LENGTH	DELTA	CHD LENGTH	CHD BEARING
C1	5781.00'	46.64'	00°27'44"	46.64'	S 07°15'53" E
C2	5781.00'	30.94'	00°18'24"	30.94'	S 07°11'13" E
C3	5781.00'	15.70'	00°09'20"	15.70'	S 07°25'05" E

UTILITY EASEMENT
RONALD L. TROUTMAN

LAND AGENTS' CASE HISTORY
Funland RBS, Inc.
Tract 35
Cato Springs Road

7/1/2010	Packet mailed with offer letter, map, WD, GUE, TCE, and vendor form.
7/21/2010	Call from Don Wilson, Attorney, saying he was reviewing packet for Funland's owners and would call back in a couple of weeks.
9/7/2010	Reminder letter sent.
9/10/2010	No further contact with the City.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.


0.96'
2.00'
1/2" PIN
DETAIL
Scale: 1"=100'
EXT. R/W
CATO SPRINGS RD.
Section Line
N87°28'29"W
P.O.B.
297.00'
SEE DETAIL ABOVE
S87°28'29"E
383.00'
S02°31'31"W-20.00'
N87°26'34"W
383.00'
40.00'
S02°31'31"W
9.23'
N02°31'31"E
9.01'
N02°35'48"E
27.96'
40.00'
N87°24'12"W
38.76'
S02°35'48"W
27.99'
NE CORNER
29-16-30
PROP. R/W
34
765-03015-001
HARLEY & DORIS J. VAN BRUNT
94-8030
LOT 3
LOT 2
36
765-03012-000
JUN Q. XIA & YONG J. SHEN
2004-41739
30' WIDE
UNNAMED STREET
PER BROAD ACRES
BROAD ACRES
BLOCK 1
35
765-03013-000
FUNLAND R.B.S., INC
1393-857
LOT 6
LOT 7
LOT 8
30' WIDE
VACATED STREET
(PER ORD. No. 1268
Bk. 555, Pg 397)
LOT 11
LOT 10
LOT 9
PROP. R/W- 3,493 S.F.
PROP. TEMPORARY
CONSTRUCTION
EASEMENT-1,119 S.F.
EXHIBIT
FEB 2010
NE 1/4, NE 1/4
SEC. 29, T-16-N. R-30-W
LAND ACQUISITION
FUNLAND R.B.S., INC.


Scale: 1"=100'
EXT. R/W
CATO SPRINGS RD.
Section Line
P.O.B.
297.00'
S87°28'29"E 383.00'
S02°31'31"W–20.00'
N87°26'34"W 383.00'
S02°31'31"W
9.23'
N02°31'31"E
9.01'
NE CORNER
29–16–30
PROP. R/W
PROP
10' UTILITY
EASEMENT
(3,830 S.F.)
34
765-03015-001
HARLEY & DORIS J.
VAN BRUNT
94-8030
LOT 3
LOT 2
36
765-03012-000
JUN Q. XIA &
YONG J. SHEN
2004-41739
30' WIDE
UNNAMED STREET
PER BROAD ACRES
BROAD ACRES
BLOCK 1
35
765-03013-000
FUNLAND R.B.S., INC
1393-857
LOT 6
LOT 7
LOT 8
30' WIDE
VACATED STREET
(PER ORD. No. 1268
Bk. 555, Pg 397)
LOT 11
LOT 10
LOT 9
NE 1/4, NE 1/4
SEC. 29, T-16-N. R-30-W
PROP. R/W– 3,493 S.F.
EXHIBIT
FEB 2010
UTILITY EASEMENT
FUNLAND R.B.S., INC.

LAND AGENTS' CASE HISTORY
Earl F. & Murlene Webb
Tract 56
Cato Springs Road

7/19/2010	Packet mailed with offer letter, map, WD, and vendor form.
7/20/2010	Letter from Earl Webb requesting staking of property.
7/23/2010	DVD staked property.
7/26/2010	Message left for Mr. Webb that staking done.
8/5/2010	Mr. Webb called. He had not had a chance to go by property yet. Will do so today.
Aug. 2010	HJ tries several times to set appointment to meet with Mr. Webb. Never happens.
9/10/2010	No further contact.
9/27/2010	Notification letter sent advising of Oct. 19 City Council meeting.
10/4/2010	HJ met with Earl Webb on site. He wants sidewalks and drainage.
10/14/2010	HJ and PL met with Mr. Webb and his attorney, Janet Gallman, on site.
10/15/2010	Notification letter from Jason Kelley advising of Nov. 2 City Council meeting.

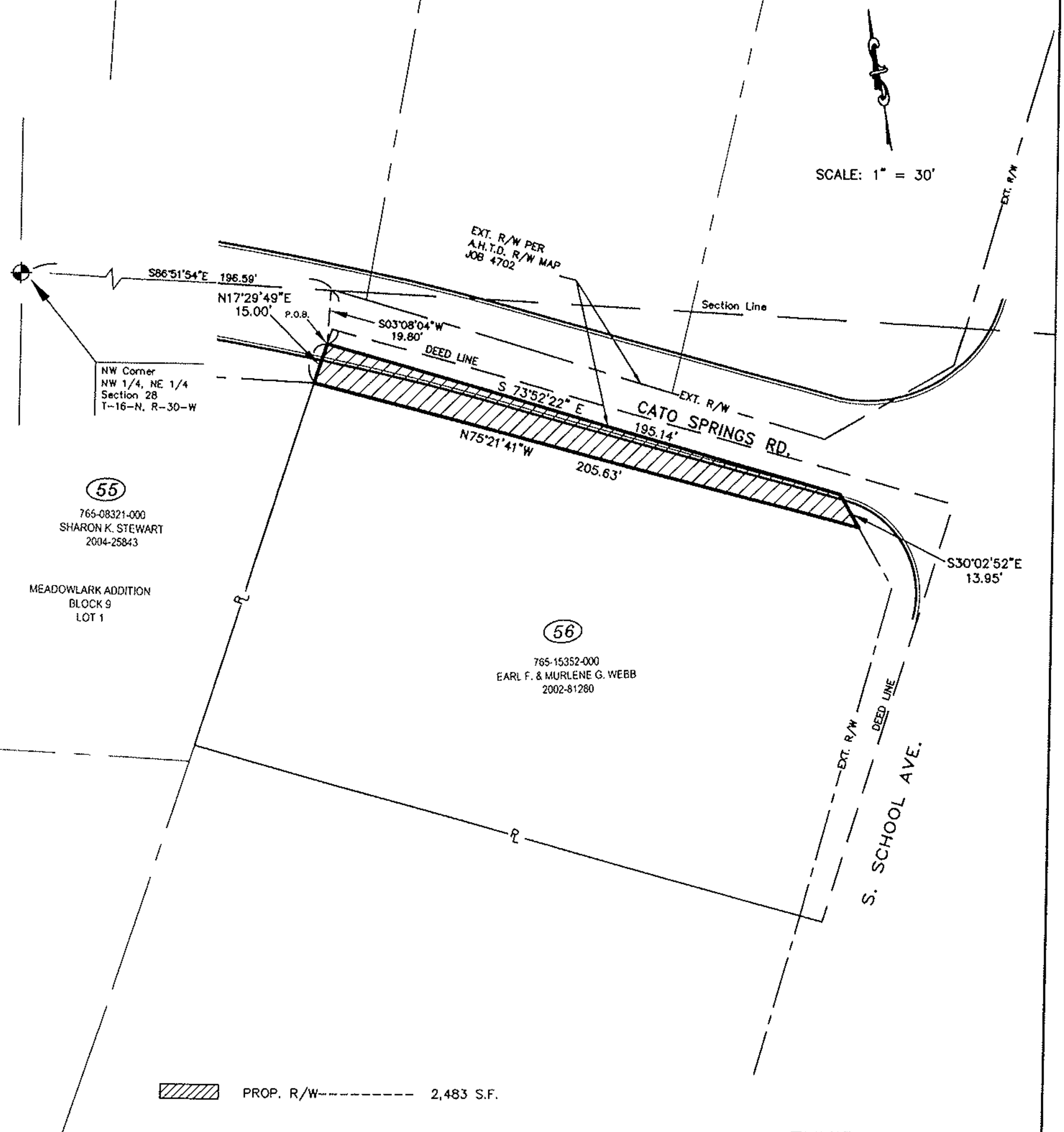


EXHIBIT
FEB 2010

NW 1/4, NE 1/4
SEC. 28, T-16-N. R-30-W

LAND ACQUISITION

EARL F. & MURLENE G. WEBB

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands necessary for the Highway 265 Water/Sewer Relocations.

$ 56,810.00	$ 5,953,301.00	W&S Relocations - 2009 Bond Proceeds
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5640.5310.00	$ 727,307.81	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
09018.0903	$ 5,225,993.19	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

D Jurgens — 15 Oct 10
Department Director — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[signature] — 10-18-10
City Attorney — Date

Paul A. Becker — 10-18-2010
Finance and Internal Services Director — Date

Received in City Clerk's Office 10-15-10P03:59 RCVD
Kim J.

Don Marr — 10-18-10
Chief of Staff — Date

Lioneld Jordan — 10/19/10
Mayor — Date

Received in Mayor's Office ENTERED 10/18/10

Comments:

Fayetteville ARKANSAS

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF NOVEMBER 2, 2010
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: October 15, 2010

Subject: Approval of a resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 265 (Crossover Road)

RECOMMENDATION

Staff recommends approval of a Resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 265 (Crossover Road). The properties are owned by the individuals and/or organizations listed on the attached pages.

BACKGROUND

The Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 265 (Crossover Road) from Mission Boulevard north to Joyce Boulevard. Due to AHTD's acquisition of additional right-of-way to widen the road, utility lines must be relocated outside of the expanded right-of-way. All proposed utility easements are adjacent to the new highway right-of-way and/or existing utility easements.

DISCUSSION

City of Fayetteville staff has been negotiating with land owners; easements have been acquired from 18 of 27 owners. The remaining owners have expressed various concerns and have refused thus far to sign easement documents. Owners of these remaining tracts are aware of the City's intent to turn any unresolved easement purchases over to the City Attorney to initiate the condemnation process. Although negotiations are still underway with several of the owners, the timing is such that we must proceed with the condemnation process in order to advertise the project. Details are below.

Tract #	Property Owner	Parcel #	Perm Easmt (ft^2)	Temp Easmt(ft^2)	PE	TCE	Total
2	Salmon Family Trust	765-04570-000 765-04569-000	9322	5910	$ 4,665.00	$ 1,185.00	$ 5,850.00
6	John A. & Linda L. Dominick	765-04565-000	3603	1987	$ 1,800.00	$ 400.00	$ 2,200.00
7	J. Andrew & Rebecca Baxter	765-25909-000	4760	5415	$ 505.00		$ 505.00
8	Murphy R. & Betty N. Taylor	765-13305-000	6980	3365	$ 6,110.00	$ 1,180.00	$ 7,290.00
10	John David Brown	765-13295-000	22883	9603	$17,165.00	$ 2,880.00	$20,045.00
12	Doug W. & Melonie Ramsey	765-21514-000	1408	1130	$ 1,760.00	$ 565.00	$ 2,325.00
13	Corey E. & Amanda Osborne	765-21515-000	2573	4229	$ 3,220.00	$ 2,115.00	$ 5,335.00
21	Daniel J. & Deborah Jo Wright	765-13276-000	13102	8185	$ 9,830.00	$ 2,455.00	$12,285.00
26	John R. & Rebecca Ann Rutledge	765-13249-070	1092	1156	$ 685.00	$ 290.00	$ 975.00
	Totals		65,723	40,980	$45,740.00	$11,070.00	$ 56,810.00

BUDGET IMPACT

The payment for land acquisition will be made from the Highway 265 Water/Sewer Relocations project budget. This is an estimate; the final cost is subject to negotiation with the property owners or by court order. It is anticipated that the appraised value will be deposited into the Registry of the Circuit Court as just compensation.

Attachments: List of Potential Condemnations

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE SALMON FAMILY TRUST, JOHN A. AND LINDA L. DOMINICK, J. ANDREW AND REBECCA BAXTER, MURPHY R. AND BETTY N. TAYLOR, JOHN DAVID BROWN, DOUG W. AND MELONIE RAMSEY, COREY E. AND AMANDA OSBORNE, DANIEL J. AND DEBORAH JO WRIGHT AND JOHN R. AND REBECCA ANN RUTLEDGE NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG CROSSOVER ROAD (STATE HIGHWAY 265)

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for easements to facilitate water and sewer improvements, and

WHEREAS, the City of Fayetteville needs to gain possession of these property promptly to begin work on water and sewer improvements along Crossover Road (State Highway 265).

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 authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel Nos. 765-04570-000 and 765-04569-000 and owned by The Salmon Family Trust that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-04565-000 and owned by John A. and Linda L. Dominick that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-25909-000 and owned by J. Andrew and Rebecca Baxter that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13305-000 and owned by Murphy R. and Betty N. Taylor that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13295-000 and owned by John David Brown that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-21514-000 and owned by Doug W. and Melonie Ramsey that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-21515-000 and owned by Corey E. and Amanda Osborne that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13276-000 and owned by Daniel J. and Deborah Jo Wright that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

Section 9. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on Parcel No. 765-13249-070 and owned by John R. and Rebecca Ann Rutledge that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

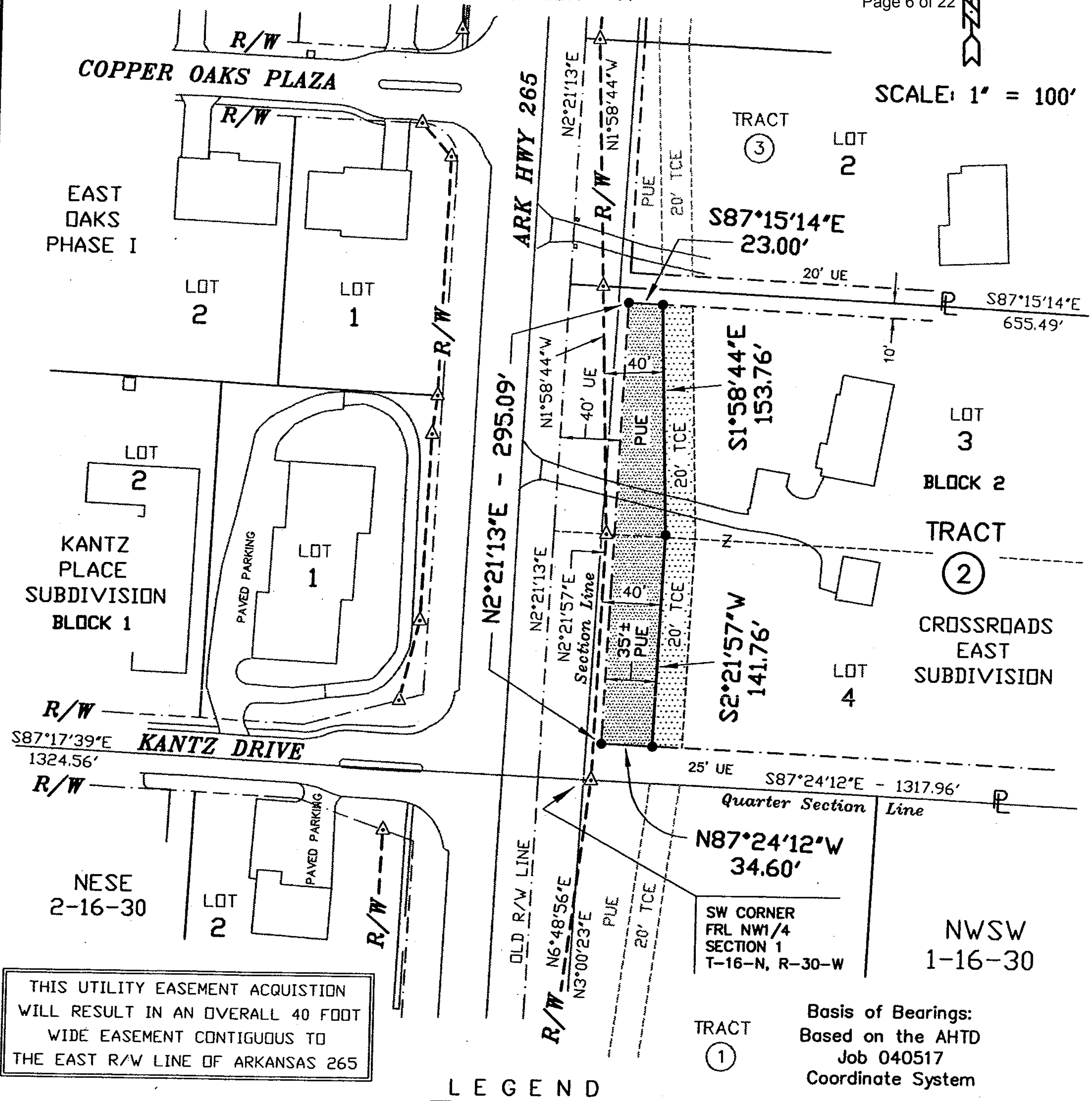
By: ______________________________
SONDRA E. SMITH, City Clerk/Treasurer

LAND AGENTS' CASE HISTORY
Salmon Family Trust
Tract 2
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
6/3/2010	Reminder letter sent urging them to contact us.
June 2010	Brief call from Mrs. Salmon to HJ to acknowledge receipt and that they would call back with comments and concerns.
8/2/2010	Notification letter sent stating that they would be informed of the actual date all unsettled properties would go to City Council.
10/4/2010	Notification letter mailed.
10/7/2010	Mr. Salmon called and told HJ that they have settled with AHTD and will send in counter offer based on that settlement.
10/13/2010	Counter offer letter received. Settled with AHTD at $3.00/sf (original offer at $2.00/sf) fee simple. We will make a counter offer based on that amount.

PUE – 9,322 SQ. FT. (0.21 AC.)
TCE – 5,910 SQ. FT. (0.14 AC.)

UTILITY EASEMENT PLAT
TRACT MAP NO. 2
EXHIBIT "A"



LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● ——	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765-04569-000 & 765-04570-000 ——	Tax Parcel Numbers	PUE ——	Permanent Utility Easement
9518550-51 ——	Deed Record	TCE ——	Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Salmon Family Trust		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 100'	
	Project No. 082146	Tract No. 2	AHTD Tract No. 11

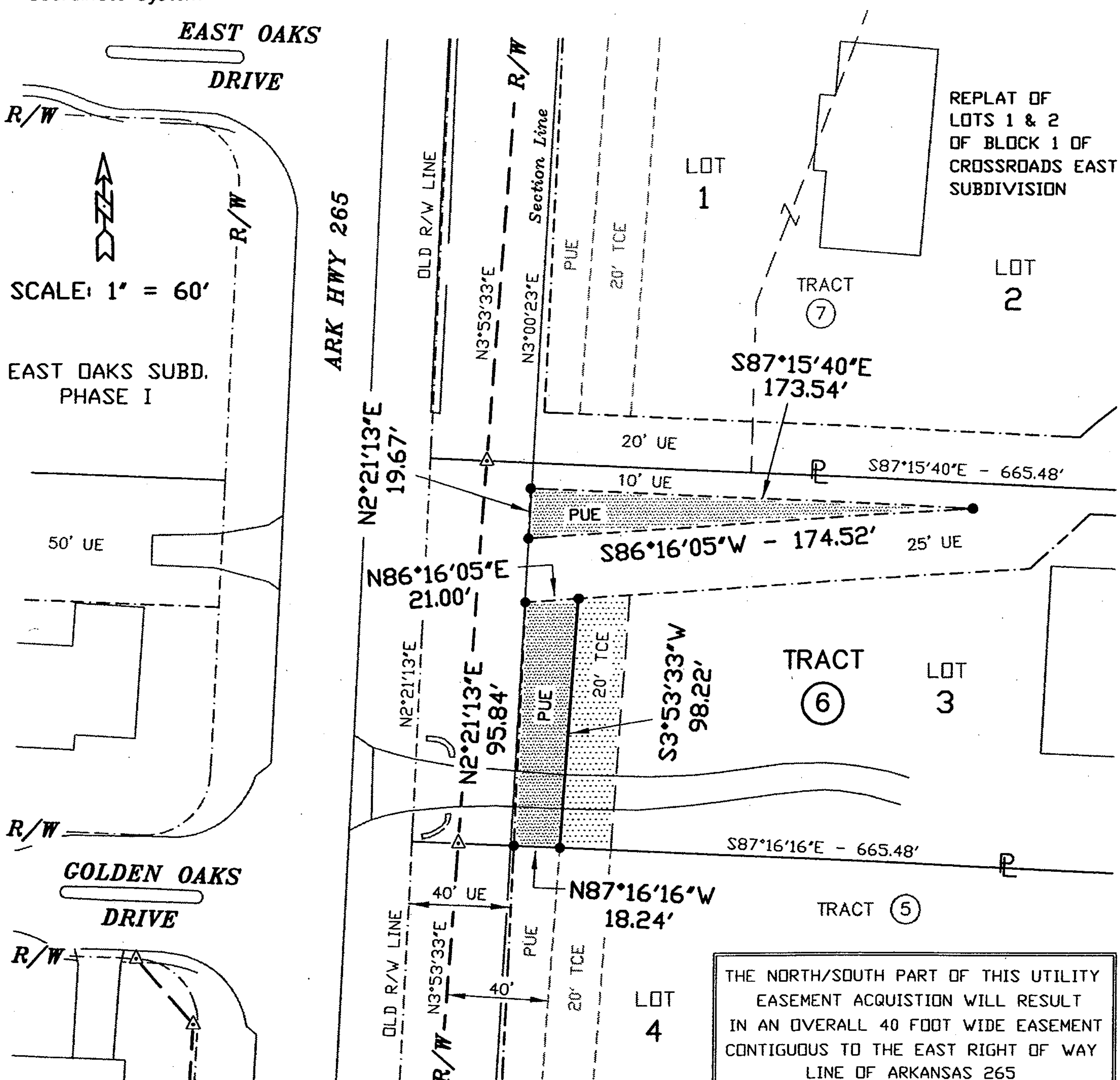
LAND AGENTS' CASE HISTORY
John A. & Linda L. Dominick
Tract 6
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/11/2010	HJ met with next door neighbor Lorimer and Dr. Dominick was present, also. Dominicks apparently in conflict with AHTD over trees.
8/2/2010	Notification letter sent.
8/6/2010	Attorney Chuck Trantham called and left nasty message about discussing condemnation. HJ called back and left message.
Sept 2010	HJ called and asked Trantham to please look at Dominick's easement and submit counter offer ASAP as time was running out.
10/4/2010	Notification letter mailed.

Basis of Bearings:
Based on the AHTD
Job 040517
Coordinate System

UTILITY EASEMENT PLAT
TRACT MAP NO. 6
EXHIBIT "A"

PUE – 3,603 SQ. FT. (0.08 AC.)
TCE – 1,987 SQ. FT. (0.05 AC.)



THE NORTH/SOUTH PART OF THIS UTILITY EASEMENT ACQUISTION WILL RESULT IN AN OVERALL 40 FOOT WIDE EASEMENT CONTIGUOUS TO THE EAST RIGHT OF WAY LINE OF ARKANSAS 265

LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● ——	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765–04565–000 ——	Tax Parcel Number	PUE ——	Permanent Utility Easement
92–47723 ——	Deed Record	TCE ——	Temporary Construction Easement

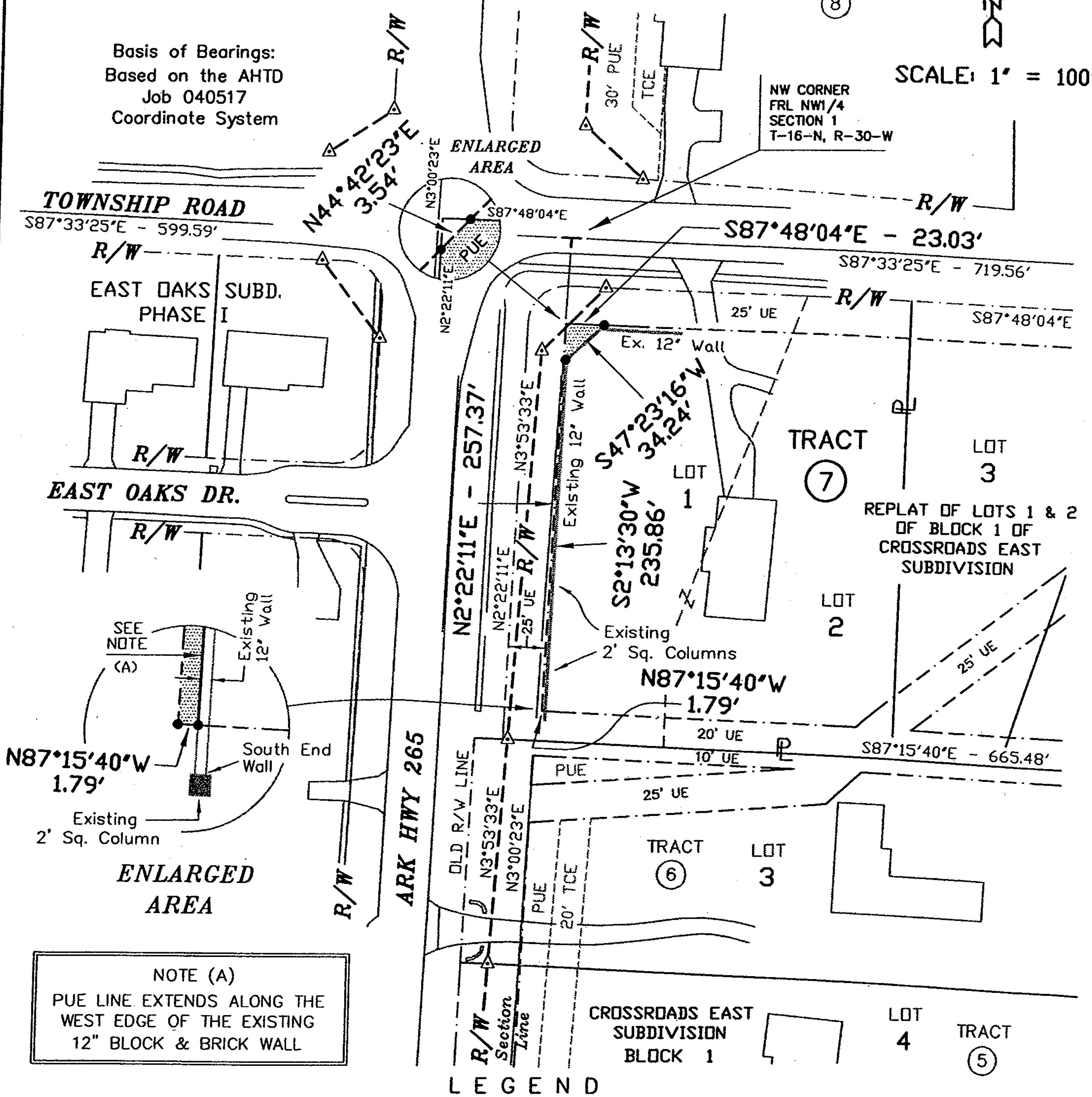
CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : John & Linda Dominick		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 60'	
	Project No. 082146	Tract No. 6	AHTD Tract No. 15

LAND AGENTS' CASE HISTORY
J. Andrew & Rebecca Baxter
Tract 7
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/25/2010	Sue Jones, representative for Baxters called to discuss easement area. Wants easement and waterline staked for Baxters to view on Sat. (May 29). Will call back after weekend.
5/26/2010	Easement staked per Robert White, McClelland Engineers
6/9/2010	HJ met with Rebecca Baxter on site. Mrs. Baxter asked if the waterline could be re-routed.
6/25/2010	Revised exhibit received. Waterline was re-routed to be on west side of wall. This revision greatly reduced proposed easement and, in turn, reduced damage to property.
7/2/2010	Revised offer and easement document mailed.
7/12/2010	E-mail from Rebecca Baxter saying the new offer is "ridiculous".
10/4/2010	Notification letter mailed.
10/13/2010	Rebecca Baxter called. Says she is ready to sign but can't find paperwork. New packet mailed to Bella Vista address.

PUE – 670 SQ. FT. (0.02 AC.)
TCE – None

UTILITY EASEMENT PLAT
TRACT MAP NO. 7
EXHIBIT "A"



LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● —	Corner of Permanent Utility Easement	— - — - —	Existing Utility Easement Line
765-25909-000 —	Tax Parcel Number	PUE —	Permanent Utility Easement
2009-17062 —	Deed Record	TCE —	Temporary Construction Easement

CITY OF FAYETTEVILLE
Water & Sewer Department

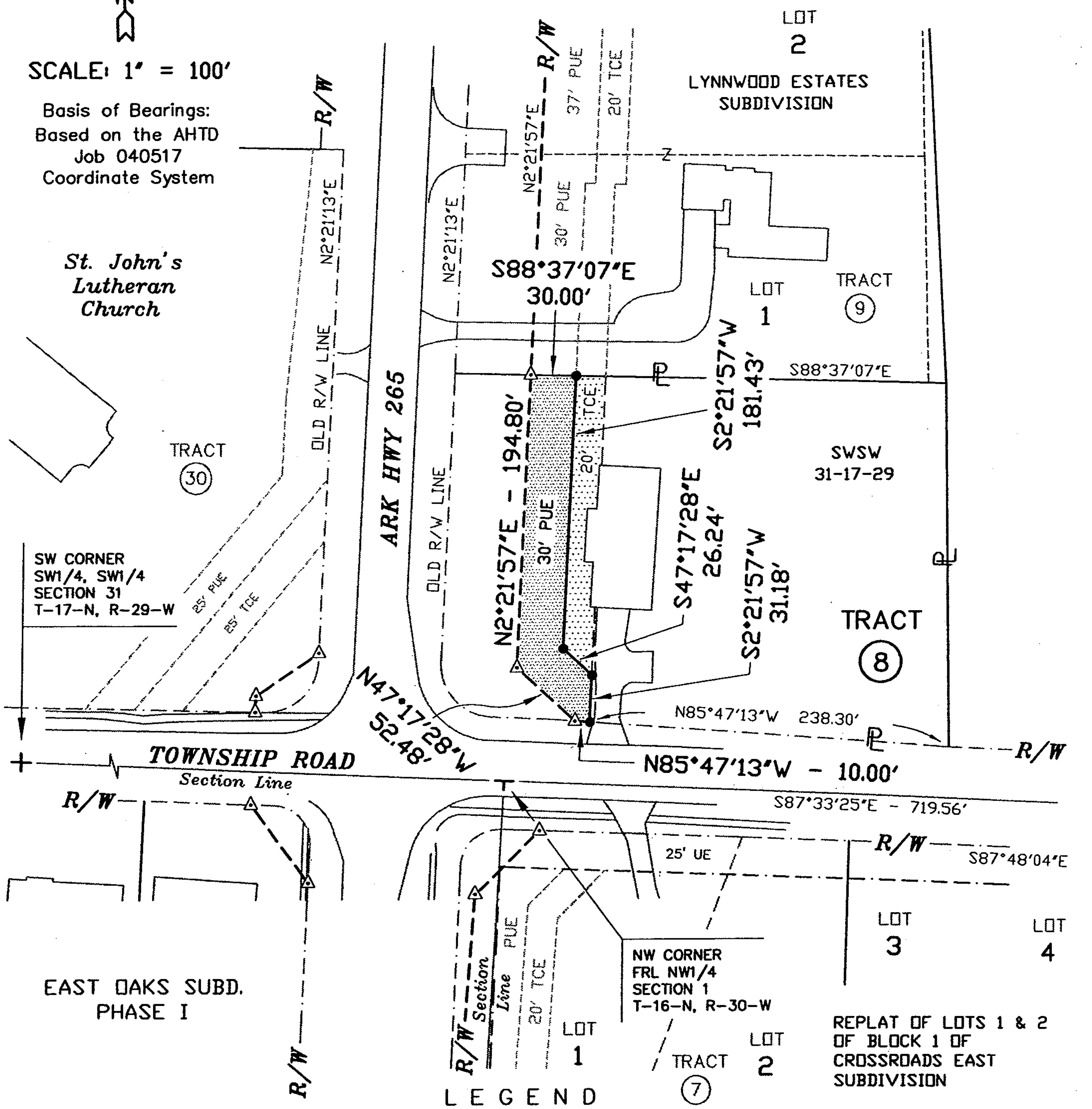
Property Owner : J. Andrew & Rebecca Baxter		Project Name : Ar Hwy 265 W/S Line Relocation
Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
Date: June 2010	Scale : 1" = 100'	
Project No. 082146	Tract No. 7	AHTD Tract No. 16

LAND AGENTS' CASE HISTORY
Murphy R. & Betty N. Taylor
Tract 8
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/13.0/2010	KW spoke to Mrs. Taylor. Attorney is Tim Brooks.
5/17/2010	KW left message that staking to be done this week.
5/21/2010	KW met Murphy while at Joneses (Tract 9). Took photos.
5/24/2010	KW left message for Mr. Brooks to try to set meeting.
6/1/2010	KW, DJ, Taylors, & Brooks met on site. Mr. Brooks will submit letter with landscaping concerns.
6/7/2010	Letter from Mr. Brooks itemizing trees and requesting compensation for lost trees.
6/16/2010	KW measured trees on site to compare to Brooks' tally. Mrs. Taylor says "no way" to TCE.
6/22/2010	KW had call from Mrs. Taylor. She sent arborist's report to Mr. Brooks, and requested fence along Hwy 265 and "maintenance free landscaping".
6/29/2010	KW requested copy of arborist's report from Mr. Brooks.
7/15/2010	KW left message with Brooks' office requesting report.
7/23/2010	KW left message with Brooks' office requesting report.
7/26/2010	KW left message with Brooks' office requesting report.
7/26/2010	KW e-mailed Lynn Hyke (filling in for DJ) sending revising offer letter with landscaping compensation for signature. Added $6,200 for landscaping (for those within permanent easement). Total now $13,490.00.
7/27/2010	Counter offer mailed.
7/28/2010	Received faxed copy of arborist's reports.

UTILITY EASEMENT PLAT
TRACT MAP NO. 8
EXHIBIT "A"

PUE – 6,980 SQ. FT. (0.16 AC.)
TCE – 3,365 SQ. FT. (0.08 AC.)



LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● —	Corner of Permanent Utility Easement	— - — - —	Existing Utility Easement Line
765-13305-000 —	Tax Parcel Number	PUE —	Permanent Utility Easement
2008-11669 —	Deed Record	TCE —	Temporary Construction Easement

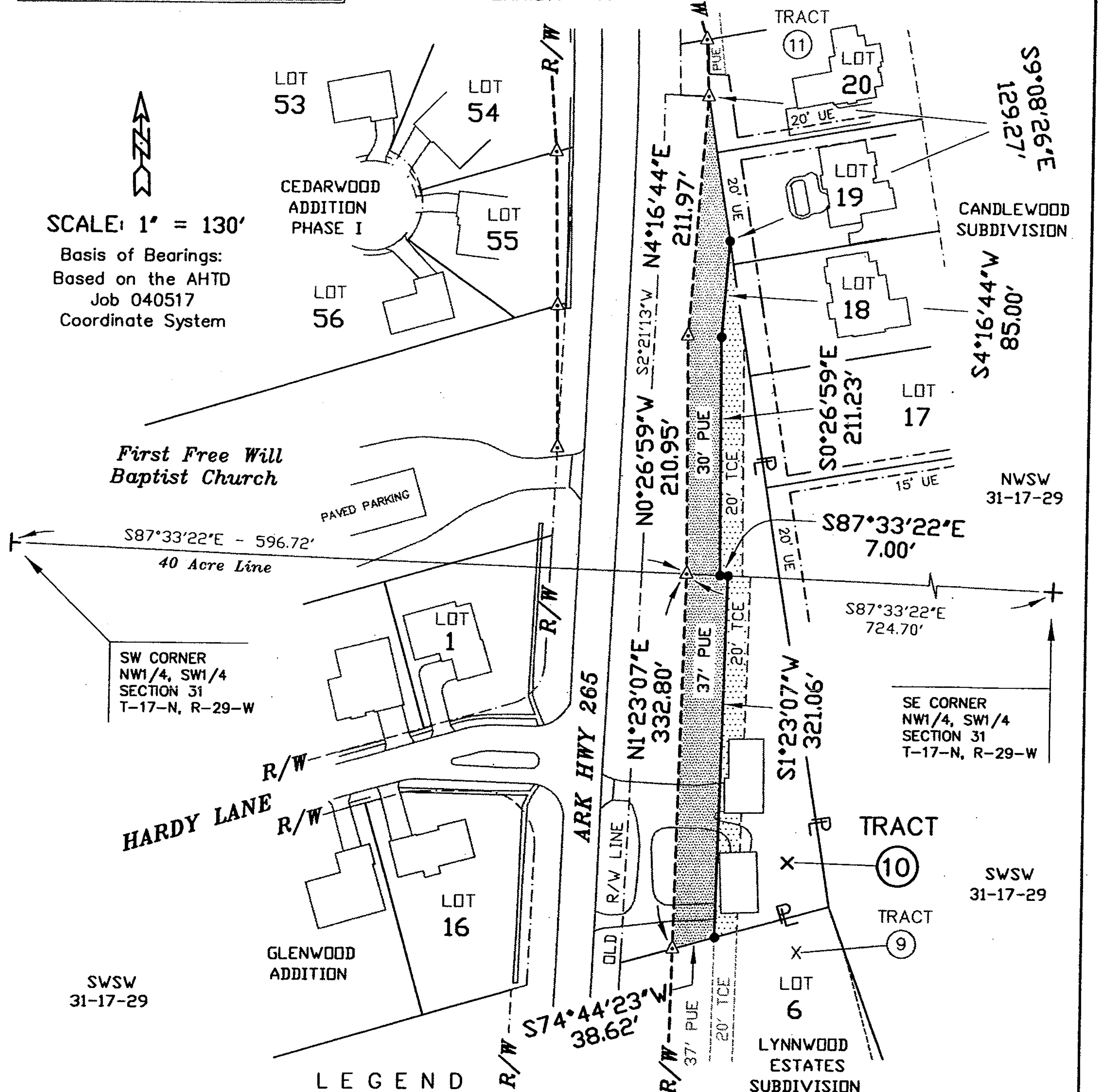
CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Murphy & Betty Taylor		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 100'	
	Project No. 082146	Tract No. 8	AHTD Tract No. 18

LAND AGENTS' CASE HISTORY
John David Brown
Tract 10
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/10/2010	Mr. Brown came in. He is being condemned by AHTD. AHTD taking nearly half his property in ROW. The City's PE goes up to the front door of both houses (his and father's on same property). He feels as if he is going to have to move, but is not getting enough to do so. Won't be able to sell property, and will be hard to rent. Has a conditional use permit for business.
5/11/2010	E-mail exchange between JSG, DJ & McClelland. Large maple trees in ROW. Mr. Brown set to get sewer tap for both houses (although he would prefer to stay on septic)—tap will be there for future use.
5/12/2010	Mr. Brown came in and dropped off his CUP, sewer tap, drawing, etc. Neighbors to the south crossed his property with sewer line and apparently got him to help foot bill, although he didn't get tap and didn't hook on.
8/2/2010	Notification letter sent.
Aug. 2010	DJ verbally said that Mr. Brown was to work up counter offer.
10/4/2010	Notification letter mailed.
10/6/2010	KW met with Mr. Brown. There are 3 septic tanks on property, one in the front (in the way), one in the pasture (maybe), one in back (out of the way). Mr. Brown wants commercial value.
10/7/2010	KW worked up some possible counter offer amounts. We can't justify paying commercial rates because it's not zoned commercial. Original offer based on \$3.00/sf, but would consider something between \$5.00/sf (same as Candlewood to the north) up to \$7.50/sf (half of Klinger's commercial rate). Must have response from DJ on this and septic tanks before further contact.

PUE – 22,883 SQ. FT. (0.53 AC.)
TCE – 9,603 SQ. FT. (0.22 AC.)

UTILITY EASEMENT PLAT
TRACT MAP NO. 10
EXHIBIT "A"



LEGEND

	Permanent Utility Easement		Temporary Construction Easement
● —	Corner of Permanent Utility Easement	— — - —	Existing Utility Easement Line
765-13295-000 —	Tax Parcel Number	PUE —	Permanent Utility Easement
749-101 —	Deed Book & Page	TCE —	Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : John David Brown		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 130'	
	Project No. 082146	Tract No. 10	AHTD Tract No. 20

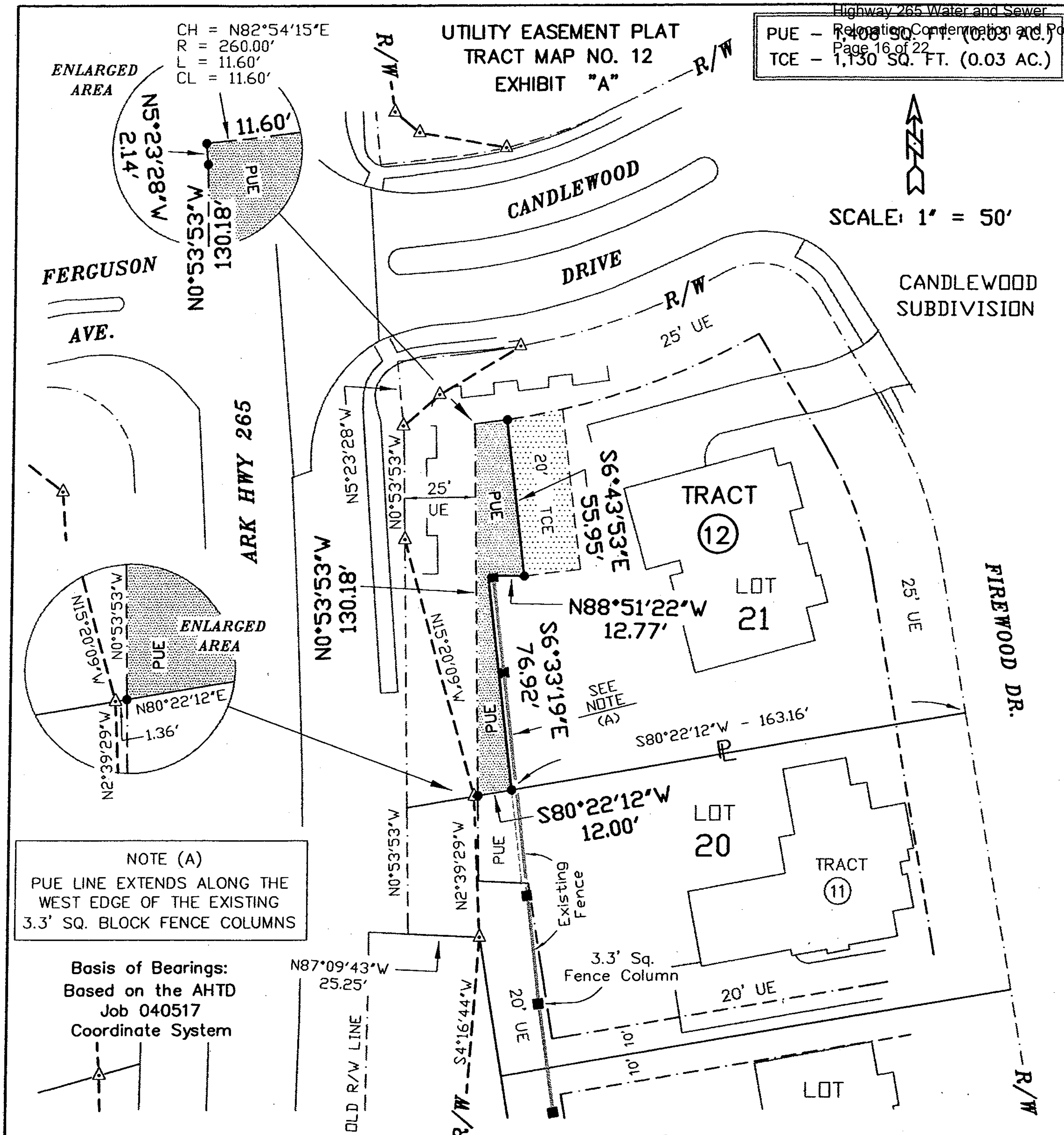
LAND AGENTS' CASE HISTORY
Doug W. & Melonie Ramsey
Tract 12
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/11/2010	Doug Ramsey called. Numerous concerns. Meeting set for May 21.
5/21/2010	HJ meet with Doug Ramsey. Need temporary fencing for dog.
5/23/2010	E-mail regarding Candlewood entrance from Eva Madison. Hold off on Osborne and Ramsey (Tract 12) for now.
7/14/2010	E-mail exchange between HJ & DJ regarding side letter.
7/15/2010	Draft of side letter to DJ for review.
8/20/2010	Side letter mailed. Discussed fencing, sprinkler system, and bore pit.
10/4/2010	Notification letter sent .

UTILITY EASEMENT PLAT
TRACT MAP NO. 12
EXHIBIT "A"

PUE – 1,408 SQ. FT. (0.03 AC.)
TCE – 1,130 SQ. FT. (0.03 AC.)

SCALE: 1" = 50'



NOTE (A)
PUE LINE EXTENDS ALONG THE WEST EDGE OF THE EXISTING 3.3' SQ. BLOCK FENCE COLUMNS

Basis of Bearings:
Based on the AHTD Job 040517 Coordinate System

LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● ——	Corner of Permanent Utility Easement	— — · — — · —	Existing Utility Easement Line
765–21514–000 ——	Tax Parcel Number	PUE ——	Permanent Utility Easement
2007–11936 ——	Deed Record	TCE ——	Temporary Construction Easement

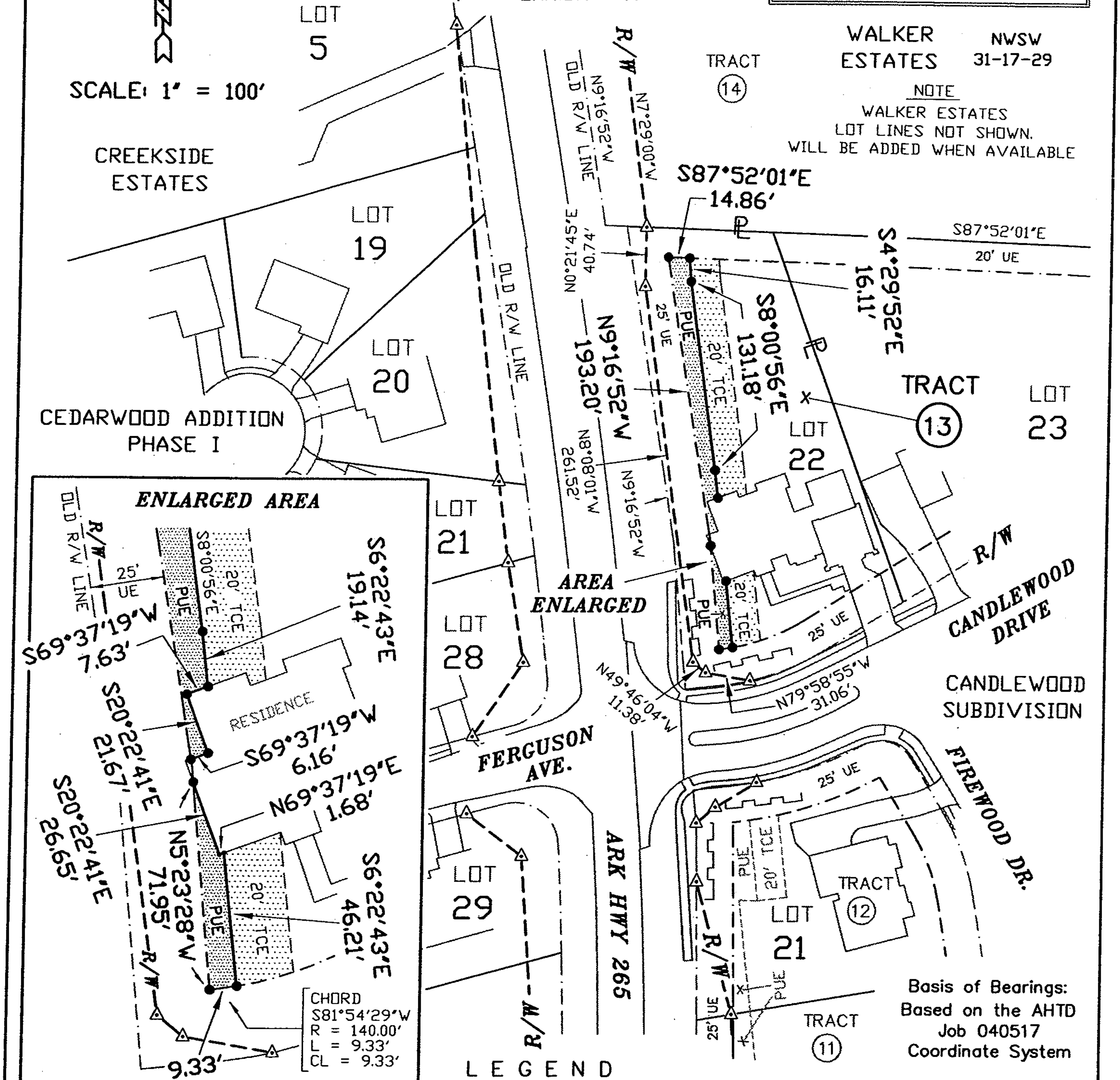
CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Douglas & Melonie Ramsey		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 50'	
	Project No. 082146	Tract No. 12	AHTD Tract No. 26

LAND AGENTS' CASE HISTORY
Corey E. & Amanda Osborne
Tract 13
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
5/27/2010	HJ & DJ met with Osbornes. Need to get bid on wall. Extend the bore further north.
5/23/2010	E-mail regarding Candlewood entrance from Eva Madison. Hold off on Osborne and Ramsey (Tract 12) for now.
7/15/2010	Draft of side letter to DJ for review.
8/20/2010	Side letter mailed. Discussed fencing, sprinkler system, bore pit, and offered additional $2000 in landscaping damages.
10/4/2010	Notification letter sent .

UTILITY EASEMENT PLAT
TRACT MAP NO. 13
EXHIBIT "A"

PUE – 2,573 SQ. FT. (0.06 AC.)
TCE – 4,229 SQ. FT. (0.10 AC.)



LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● —	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765-21515-000 —	Tax Parcel Number	PUE —	Permanent Utility Easement
2003-49198 —	Deed Record	TCE —	Temporary Construction Easement

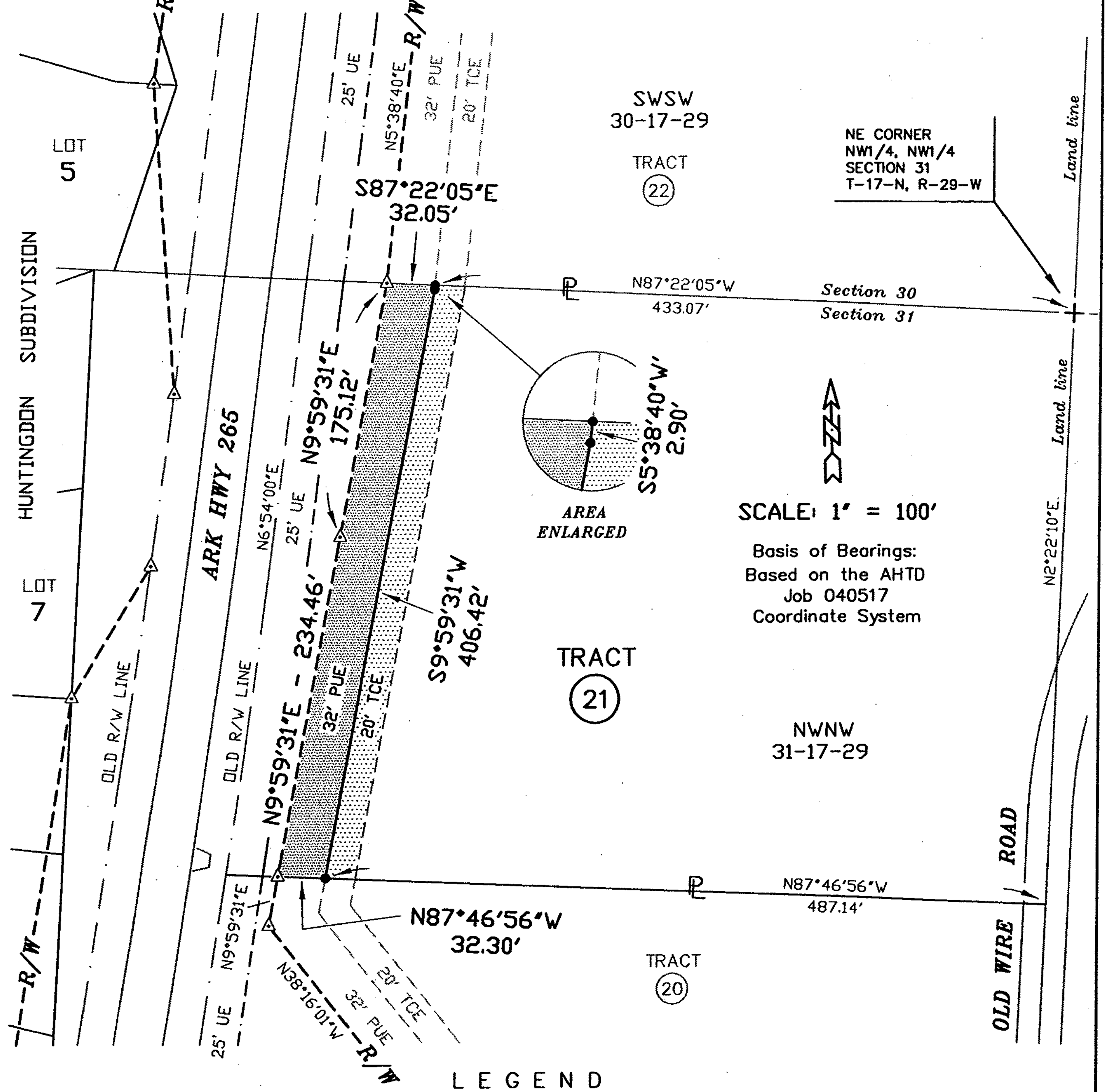
CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Corey & Amanda Osborne		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 100'	
	Project No. 082146	Tract No. 13	AHTD Tract No. 31

LAND AGENTS' CASE HISTORY
Daniel J. & Deborah Jo Wright
Tract 21
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
6/3/2010	Reminder letter sent urging them to contact us.
6/15/2010	Letter from Mr. Wright asking for more money, but his calculations were confusing.
8/23/2010	Response letter mailed. Requesting a actual counter offer.
8/30/2010	Mr. Wright called and talked to KW. He wants to build a wall, but was advised not in permanent easement area. Asked about trees—which ones would be removed. Told that we would put up temporary fence if any part of his existing fence had to come down for construction and would be replaced with same. Asking for access off of Hwy 265.
8/31/2010	Mr. Wright faxed a counter offer. Wants twice the original offer (50% of AHTD fee simple) for permanent easement. Original offer = $12,285.00, counter offer = $22,108.00.
9/17/2010	Shannon Jones stopped by and thought counter offer was way too high. Any access off of Hwy 265 would have to be approved by AHTD (since no current access).
10/4/2010	Counter Offer and Notification letter sent. Offer of 35% of AHTD fee simple for permanent easement. Total counter offer = $16,215.00.

UTILITY EASEMENT PLAT
TRACT MAP NO. 21
EXHIBIT "A"

PUE –	13,102 SQ. FT. (0.30 AC.)
TCE –	8,185 SQ. FT. (0.19 AC.)



LEGEND

(shaded)	Permanent Utility Easement	(stippled)	Temporary Construction Easement
• ——	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765-13276-000 ——	Tax Parcel Number	PUE ——	Permanent Utility Easement
1161-729 ——	Deed Book & Page	TCE ——	Temporary Construction Easement

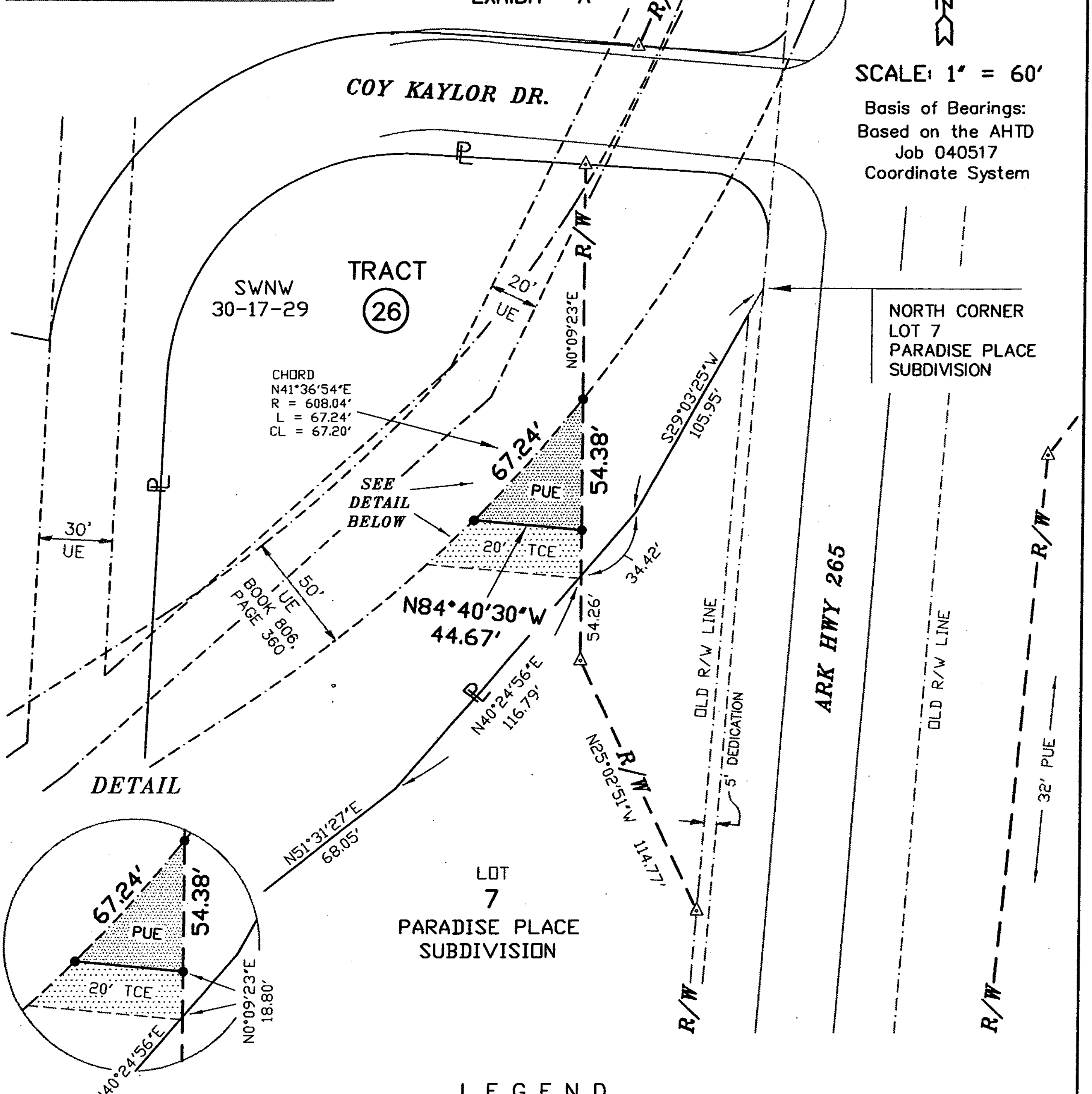
CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Daniel & Deborah Wright		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Feb. 2010	Scale : 1" = 100'	
	Project No. 082146	Tract No. 21	AHTD Tract No. 50

LAND AGENTS' CASE HISTORY
John R. and Rebecca Ann Rutledge
Tract 26
Hwy 265 Water/Sewer Relocations

5/7/2010	Packet mailed with offer letter, map, water/sewer easement, and vendor form.
6/3/2010	Reminder letter sent urging them to contact us.
6/22/2010	Hugh Jarratt with Lindsey Management called. He is a representative for the Rutledges. Easement was e-mailed to Mr. Jarratt.
8/18/10	Revised W/S easement e-mailed to Mr. Jarratt.
10/4/2010	Notification letter sent to the Rutledges and copy to Mr. Jarratt.

PUE – 1,168 SQ. FT. (0.03 AC.)
TCE – 1,080 SQ. FT. (0.03 AC.)

UTILITY EASEMENT PLAT
TRACT MAP NO. 26
EXHIBIT "A"



LEGEND

(shaded)	Permanent Utility Easement	(dotted)	Temporary Construction Easement
● ——	Corner of Permanent Utility Easement	—·—·—	Existing Utility Easement Line
765-13249-070 ——	Tax Parcel Number	PUE ——	Permanent Utility Easement
9786240-42 ——	Deed Record	TCE ——	Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : John R. & Rebecca A. Rutledge		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Aug 2010	Scale : 1" = 60'	
	Project No. 082146	Tract No. 26	AHTD Tract No. 61

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

David Jurgens	Solid Waste	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval and Ordinance Waiving the Automatic Annual Price Adjustment for Residential Trash for the 2011 fiscal year.

$ -		
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** ☐

D Jurgens	15 Oct 10	Previous Ordinance or Resolution #	4765
Department Director	Date	Original Ordinance Date:	20-Sep-05
[signature]	10-15-10	Original Contract Number:	
City Attorney	Date		
Paul A. Becker	10-18-2010		
Finance and Internal Services Director	Date		
Don Marr	10-18-10		
Chief of Staff	Date		
Lioneld Jordan	10/18/10		
Mayor	Date		

Received in City Clerk's Office 10-15-10A10:35 RCVD Kim S.

Received in Mayor's Office ENTERED 10/15/10 BRP

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF NOVEMBER 2, 2010
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: October 15, 2010

Subject: Approval and Ordinance Waiving the Automatic Annual Price Adjustment for 2011 Residential Trash Rates

RECOMMENDATION

City Administration recommends approval of an ordinance waiving the automatic annual price adjustment for residential trash rates for 2011.

BACKGROUND

Ordinance 4765 allows for annual adjustments of the residential trash rate equal to the consumer price index. This adjustment has been waived each year since January 1, 2008.

DISCUSSION

Monthly residential rates are set by Ordinance are as shown below. These rates will remain unchanged. Residents receive trash, recycling, and yardwaste collection included with the monthly rate.

32 gallon cart - $ 8.75
64 gallon cart - $ 13.35
96 gallon cart - $ 18.96

Per the U.S. Department of Labor, the CPI adjustment for all urban consumers (CPI-U), U.S. city average reflects a 2.48% increase from August, 2009 to August, 2010. Continued cost cutting and improvements in the Solid Waste Division efficiency have allowed the Division to operate within the current rates, making this rate increase not required at this time.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENT OF FAYETTEVILLE CODE OF ORDINANCES SECTION 50.40(A)(4) FOR AN AUTOMATIC ANNUAL PRICE ADJUSTMENT OF RESIDENTIAL TRASH RATES FOR FISCAL YEAR 2011

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 waives § 50.40(A)(4) of the Fayetteville Code of Ordinances, and cancels the annual price adjustment of residential trash rates for fiscal year 2011.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED:

By:______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

David Jurgens	Solid Waste	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval and Ordinance for a bid waiver for commercial container parts for the commercial trash collection with the Solid Waste and Recycling Division.

$ -	$ 322,897.00	Materials & Supplies
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5010.5226.00	$ 188,776.95	Commercial Collection
Account Number	Funds Used to Date	Program / Project Category Name
	$ 134,120.05	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

Department Director — Date: 15 Oct 10

City Attorney — Date: 10-15-10

Finance and Internal Services Director — Date: 10-18-2010

Chief of Staff — Date: 10-18-10

Mayor — Date: 10/18/10

Previous Ordinance or Resolution # 4952

Original Ordinance Date: 11/21/2006

Original Contract Number:

Received in City Clerk's Office: 10-15-10A10:35 RCVD

Received in Mayor's Office: ENTERED 10/15/10 BRP

Comments:

Fayetteville ARKANSAS

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF NOVEMBER 2, 2010
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: October 15, 2010

Subject: Approval of an ordinance for a bid waiver for commercial container parts for the commercial trash collection with the Solid Waste and Recycling Division

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RECOMMENDATION

City Administration recommends approval of an ordinance for a bid waiver to allow the Solid Waste and Recycling Division to solicit quotes from manufacturers in order to receive the best prices possible for the purchase of commercial container steel parts for the commercial trash collection program. Competitive quotes will always be obtained for all purchases.

BACKGROUND

Ordinance 4952 approved November 21st, 2006, approved a bid waiver for purchasing roll off style boxes, compactors and receiver boxes, and 2 to 8 yard dumpsters, for Solid Waste and Recycling, allowing standard quotes in lieu of the formal bid process. The bid waiver was approved due to the volatility of steel prices and manufacturer's uncertainty of honoring bids- they frequently put 14 – 21 day time limits on quotes, making it impossible to guarantee the prices long enough for the formal bid process. Thus, the City would pay higher prices to offset the suppliers' risk created by potential material price changes. The current ordinance only allows the bid waiver for the purchase of new containers; the proposed ordinance extends these same advantages from the containers to the parts required to rebuild the containers.

DISCUSSION

Operational efficiencies have led to the reduction of the last 2 man rear load commercial trash route which serviced 95 gallon carts and two yard dumpsters. The 2 yd dumpsters are being retrofitted in-house into commercial front load containers. We can convert a container in-house for approximately $180.00; a new container costs $475.00.

The parts associated with container maintenance include but are not limited to locks, lock bars, bars, baffles, bottoms, side channels, casters, plugs, keys, arms, washers, nuts, pins, caps and hinges. Benefits for the bid waiver include continued cost savings experienced with the in house container maintenance program compared to outsourcing and flexibility in ordering steel parts associated with container maintenance due to fluctuating steel prices similar to the original bid waiver since steel prices affect container parts as well.

BUDGET IMPACT

None. Funds are available in Container Maintenance Supplies account number 5500.5010.5226.00.

ORDINANCE NO. _______

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF COMMERCIAL TRASH CONTAINER PARTS THROUGH A COMPETITIVE QUOTE PROCESS

WHEREAS, Ordinance No. 4952, approved November 21, 2006, approved a bid waiver for purchasing roll off style trash boxes, compactors and receiver boxes, and two (2) to eight (8) yard dumpsters for solid waste and recycling, allowing competitive quotes in lieu of the formal bid process; and

WHEREAS, the bid waiver was approved due to the volatility of steel prices and manufacturers' uncertainty of honoring bids for longer than fourteen (14) to twenty-one (21) days, making it impossible to guarantee bid prices long enough for the formal bid process, thus requiring the City to pay higher prices to offset suppliers' risk created by potential material price changes; and

WHEREAS, Ordinance No. 4952 permits a bid waiver for the purchase of new containers, but not for parts required to rebuild or repair containers.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of commercial trash container parts through a competitive quote process.

PASSED and **APPROVED** this 2nd day of November, 2010.

APPROVED: ATTEST:

By: ____________________________
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/2/2010
City Council Meeting Date
Agenda Items Only

Don Marr, Chief of Staff	Mayor's Administration	Chief of Staff
Submitted By	**Division**	**Department**

Action Required:

Resolution of the City of Fayetteville to express the Council's willingness to explore the possibility and feasibility of partnering with Washington County to Build and Operate a County Animal Shelter for the Use of All County Residents Including Fayetteville Citizens. .

$ -	$ -	
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** ☐

Don Marr — 10-15-10
Department Director — Date

Kit Williams — 10-15-10
City Attorney — Date

Paul A. Becker — 10-18-2010
Finance and Internal Services Director — Date

Don Marr — 10-18-10
Chief of Staff — Date

Lioneld Jordan — 10/18/10
Mayor — Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office 10-15-10P03:58 RCVD Kim

Received in Mayor's Office ENTERED 10/15/10 BKP

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS

City Council Meeting Date:
November 2, 2010

City Council Agenda Memo

To: Mayor and Members of the City Council

From: Don Marr, Chief of Staff

Thru: Mayor Jordan

Date: October 15, 2010

Subject: Resolution to Study the Feasibility of Partnership with Washington County to Build and Operate a County Animal Shelter for the Use of All County Residents Including Fayetteville Citizens

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville, AR, approve a resolution to study the feasibility of partnering with Washington County to build and operate a county-wide animal shelter for use by all county residents including Fayetteville Citizens.

Background:

The City of Fayetteville, received a letter from County Judge Marilyn Edwards (attached) asking the City of Fayetteville to partner with Washington County to investigate the feasibility of a county shelter that would be large enough for all animals in the County, including city animals from Fayetteville and even possibly Springdale. We are bringing this request to the City Council to receive authorization to study this possible partnership.

Budget:

There is no budgetary impact for this study.

RESOLUTION NO. ______

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S WILLINGNESS TO EXPLORE THE POSSIBILITY AND FEASIBILITY OF PARTNERING WITH WASHINGTON COUNTY TO BUILD AND OPERATE A COUNTY ANIMAL SHELTER FOR THE USE OF ALL COUNTY RESIDENTS INCLUDING FAYETTEVILLE CITIZENS

WHEREAS, the City of Fayetteville has long operated its Fayetteville Animal Shelter and allowed county residents to bring in dogs and cats pursuant to a contract with Washington County; and

WHEREAS, other Washington County cities that do not have their own animal shelters have also contracted with the City of Fayetteville to provide animal sheltering services to their citizens; and

WHEREAS, the City of Fayetteville recently notified Washington County and the affected cities that we could not continue to offer such animal sheltering services indefinitely because of over-crowding and asked that they find a way to handle their own needed animal sheltering services; and

WHEREAS, Washington County Judge Marilyn Edwards and the Washington County Animal Concerns Advisory Board have requested that the City of Fayetteville consider the feasibility of a county-wide animal shelter to replace the Fayetteville Animal Shelter.

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 expresses its willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county-wide animal shelter for use by all county residents including Fayetteville citizens.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that city staff examine the feasibility, advantages, disadvantages, and any other relevant concerns or issues related to a possible replacement of the Fayetteville Animal Shelter with a new Washington County Animal Shelter.

PASSED and **APPROVED** this 7th day of December, 2010.

APPROVED:	ATTEST:
By: ______________________________	By: ______________________________
LIONELD JORDAN, Mayor	**SONDRA E. SMITH**, City Clerk/Treasurer

MARILYN EDWARDS
County Judge

280 North College, Suite 500
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

RECEIVED
SEP 08 2010
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

September 7, 2010

The Honorable Lioneld Jordan
Mayor, City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Animal Sheltering

Dear Mayor Jordan:

I want to express my appreciation to the City of Fayetteville for contracting with Washington County over the past many years to shelter county animals. This has been a tremendous benefit to our rural population; however, I do realize that the City's Animal Shelter was not built for this purpose and was built to only accommodate city animals.

With the population growth of Washington County and the City of Fayetteville, it is understandable that the Animal Shelter is continually at or over capacity and, in order to serve its citizens, the City is now faced with the necessity of not renewing sheltering contracts after the Year 2011. In anticipation of this happening, the Quorum Court has already asked the Washington County Animal Concerns Advisory Board to begin looking into the feasibility of building and operating a county shelter.

I would like to ask the City of Fayetteville to partner with Washington County to investigate the feasibility of a county shelter that would be large enough for all animals in the County, including city animals from Fayetteville and even possibly Springdale. This could result in a good partnership with all governmental entities and could provide improved services to all the citizens while reducing governmental costs.

Thank you in advance for your consideration. I hope we can work together to explore the possibilities of helping animals within Washington County.

Sincerely,

Marilyn Edwards

Marilyn Edwards
County Judge

ME/kb

cc: Don Marr, Jr., Fayetteville Chief of Staff

Claudette Cardwell
PO Box 1482
Fayetteville, AR 72702-1482

Don Marr
Chief of Staff
City of Fayetteville
Fayetteville, AR 72701

Don –

First, as chairperson of the Washington County Animal Concerns Advisory Board, I want to thank the City of Fayetteville for being such a good neighbor over the years by sheltering animals from Washington County. Although the relationship has lasted far longer than was originally intended, together we have helped countless animals. The recent decision of the City to end the contractual relationship with not only Washington County but the smaller cities of the County in 2012 is understandable. The City of Fayetteville Animal Shelter was originally built to accommodate Fayetteville animals and with space a critical issue now within the shelter, the time has come to make decisions that will adequately serve the citizens and animals of Fayetteville.

The Washington County Quorum Court has charged the Animal Concerns Advisory Board with gathering information specific to building a County Animal Shelter. We are exploring the possibility of partnering with all cities within Washington County to build a shelter large enough to serve the entire county and have already received very positive feedback from most of the smaller cities. We would, however, be very remiss if we did not extend the invitation to the City of Fayetteville as well.

Please explore this possibility with the Fayetteville City Council and let me know as soon as possible if the City of Fayetteville would like to enter the discussion regarding a countywide animal shelter. The decision of the City will have a definite impact on the size of a county shelter so we need to proceed as quickly as possible. Of course, we are not asking for any commitment at this time, just the opportunity to explore the possibilities of a partnership that includes the animals from the City of Fayetteville in our final plans.

Sincerely,

Claudette Cardwell
Chairman
Washington County Animal Concerns Advisory Board

Pre-Agenda Meeting 10-20-10

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
November 2, 2010

A meeting of the Fayetteville City Council will be held on November 2, 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

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the October 19, 2010 City Council meeting minutes.

2. **Fayetteville MSA Limited Partnership D/B/A Verizon Wireless Lease Agreement:** A resolution approving a lease agreement extension with Fayetteville MSA Limited Partnership D/B/A Verizon Wireless for cell antenna space on the Township water tower.

3. **Sprint/Nextel Property Services LLP Lease Agreement:** A resolution approving a lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower.

4. **City of Tontitown Inter-Local Agreement (Animal Sheltering):** A resolution approving an inter-local agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown through the end of 2011.

5. **Bid #10-59 Carrier Corporation:** A resolution awarding Bid #10-59 and authorizing a contract with Carrier Corporation in the amount of $58,620.00 for the purchase and installation of heating and air conditioning improvements for the Police Department building.

6. **Bid #10-63 King Electrical Contractors, Inc.:** A resolution awarding Bid #10-63 and authorizing a contract with King Electrical Contractors, Inc. in the amount of $45,140.00 for the purchase and installation of lighting improvements for the Police Department building.

7. **Sweetser Construction, Inc. Change Order #3: Bryce Davis Park:** A resolution approving Change Order #3 to a contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of phase three of Bryce Davis Park.

8. **2010-2011 Internet Crimes Against Children (ICAC) Task Force Program Grant:** A resolution authorizing acceptance of a 2010-2011 Internet Crimes Against Children (ICAC) Task Force Program continuation non-matching grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigation Unit.

9. **2010 Bulletproof Vest Partnership Program Grant:** A resolution authorizing acceptance of a fifty percent (50%) matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of twenty-five (25) body armor vests, and approving a budget adjustment.

10. **Joe Perme Construction, Inc. Change Order:** A resolution approving a change order to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant Subrecipient Program.

11. **Delta Group Electronics, Inc.:** A resolution to approve and certify the participation of Delta Group Electronics, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Delta Group Electronics, Inc.

New Business Last

12. **Washington County Animal Shelter Partnership:** A resolution to express the City Council's willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county animal shelter for the use of all county residents including Fayetteville citizens.

13. **Sweetser Construction Change Order #2: Drake Field Runway Safety Area Project:** A resolution approving Change Order No. 2 to the contract with Sweetser Construction Co., Inc. for the Drake Field Runway Safety Area Project, approving a request for a grant amendment to the Federal Aviation Administration to authorize an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to ninety-five percent (95%) and five percent (5%) respectively of final project costs, and approving a budget adjustment.

B. Unfinished Business:

1. **Countryside Farm and Lawn of Springdale:** A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment. *This resolution was removed from the Consent Agenda at the October 19, 2010 City Council meeting and Tabled to the November 2, 2010 City Council meeting.*

C. New Business:

1. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Northwest Property Management, Richard Lee Watson, Ronald L. Troutman, Funland R.B.S., Inc., and Earl F. and Murlene G. Webb needed for the Cato Springs Road Widening Project.

2. **Highway 265 Water and Sewer Relocation Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Salmon Family Trust, John A. and Linda L. Dominick, J. Andrew and Rebecca Baxter, Murphy R. and Betty N. Taylor, John David Brown, Doug W. and Melonie Ramsey, Corey E. and Amanda Osborne, Daniel J. and Deborah Jo Wright and John R. and Rebecca Ann Rutledge needed for water and sewer improvements along Crossover Road (State Highway 265).

3. **Residential Trash Rates:** An ordinance waiving the requirement of Fayetteville Code of Ordinances Section 50.40(A)(4) for an automatic annual price adjustment of residential trash rates for fiscal year 2011.

4. **Commercial Trash Container Parts:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of commercial trash container parts through a competitive quote process.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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No Changes

Agenda Session 10/26/10

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

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
November 2, 2010

A meeting of the Fayetteville City Council will be held on November 2, 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

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the October 19, 2010 City Council meeting minutes.

2. **Fayetteville MSA Limited Partnership D/B/A Verizon Wireless Lease Agreement:** A resolution approving a lease agreement extension with Fayetteville MSA Limited Partnership D/B/A Verizon Wireless for cell antenna space on the Township water tower.

3. **Sprint/Nextel Property Services LLP Lease Agreement:** A resolution approving a lease agreement extension with Sprint/Nextel Property Services LLP for cell antenna space on the Mount Sequoyah water tower.

4. **City of Tontitown Inter-Local Agreement (Animal Sheltering):** A resolution approving an inter-local agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown through the end of 2011.

5. **Bid #10-59 Carrier Corporation:** A resolution awarding Bid #10-59 and authorizing a contract with Carrier Corporation in the amount of $58,620.00 for the purchase and installation of heating and air conditioning improvements for the Police Department building.

6. **Bid #10-63 King Electrical Contractors, Inc.:** A resolution awarding Bid #10-63 and authorizing a contract with King Electrical Contractors, Inc. in the amount of $45,140.00 for the purchase and installation of lighting improvements for the Police Department building.

7. **Sweetser Construction, Inc. Change Order #3: Bryce Davis Park:** A resolution approving Change Order #3 to a contract with Sweetser Construction, Inc. in the amount of $66,668.00 for the construction of phase three of Bryce Davis Park.

8. **2010-2011 Internet Crimes Against Children (ICAC) Task Force Program Grant:** A resolution authorizing acceptance of a 2010-2011 Internet Crimes Against Children (ICAC) Task Force Program continuation non-matching grant in the amount of $10,000.00 for the purchase of a forensic recovery of evidence device for the Fayetteville Police Department Special Investigations Unit.

9. **2010 Bulletproof Vest Partnership Program Grant:** A resolution authorizing acceptance of a fifty percent (50%) matching grant award from the 2010 Bulletproof Vest Partnership Program in the amount of $9,100.00 for the replacement of twenty-five (25) body armor vests, and approving a budget adjustment.

10. **Joe Perme Construction, Inc. Change Order:** A resolution approving a change order to a contract with Joe Perme Construction, Inc. for improvements to a public facility building in the amount of $3,300.00 as part of the Community Development Block Grant Subrecipient Program.

11. **Delta Group Electronics, Inc.:** A resolution to approve and certify the participation of Delta Group Electronics, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Delta Group Electronics, Inc.

12. **Sweetser Construction Change Order No. 2: Drake Field Runway Safety Area Project:** A resolution approving Change Order No. 2 to the contract with Sweetser Construction Co., Inc. for the Drake Field Runway Safety Area Project, approving a request for a grant amendment to the Federal Aviation Administration to authorize an increase in the approved grant request from the Arkansas Department of Aeronautics to an amount equal to ninety-five percent (95%) and five percent (5%) respectively of final project costs, and approving a budget adjustment.

B. Unfinished Business:

1. **Countryside Farm and Lawn of Springdale:** A resolution authorizing purchase of a John Deere 7230 110 HP tractor with #741 loader from Countryside Farm and Lawn of Springdale pursuant to a competitive bid, through the National Joint Powers Alliance (NJPA) cooperative purchasing agreement, in the amount of $78,616.20 for use as part of wastewater treatment plant biosolids solar drying operations, and approving a budget adjustment. *This resolution was removed from the Consent Agenda at the October 19, 2010 City Council meeting and Tabled to the November 2, 2010 City Council meeting.*

C. New Business:

1. **Cato Springs Road Widening Project Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by David and Susan Druding, Northwest Property Management, Richard Lee Watson, Ronald L. Troutman, Funland R.B.S., Inc., and Earl F. and Murlene G. Webb needed for the Cato Springs Road Widening Project.

2. **Highway 265 Water and Sewer Relocation Condemnation and Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Salmon Family Trust, John A. and Linda L. Dominick, J. Andrew and Rebecca Baxter, Murphy R. and Betty N. Taylor, John David Brown, Doug W. and Melonie Ramsey, Corey E. and Amanda Osborne, Daniel J. and Deborah Jo Wright and John R. and Rebecca Ann Rutledge needed for water and sewer improvements along Crossover Road (State Highway 265).

3. **Residential Trash Rates:** An ordinance waiving the requirement of Fayetteville Code of Ordinances Section 50.40(A)(4) for an automatic annual price adjustment of residential trash rates for fiscal year 2011.

4. **Commercial Trash Container Parts:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of commercial trash container parts through a competitive quote process.

5. **Washington County Animal Shelter Partnership:** A resolution to express the City Council's willingness to explore the possibility and feasibility of partnering with Washington County to build and operate a county animal shelter for the use of all county residents including Fayetteville citizens.

Announcements:

Adjournment:

No City Council Tour

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Handed out at the City Council Meeting 11-2-02

Dear Mr. Kit Williams,

PLEASE REVIEW THIS 1st MESSAGE BEFORE VOTING ON CONDEMNATION OF MY PROPERTY TONITE. thanks, david druding

From:druding@juno.com
To:hjones@ci.fayetteville.ar.us
Cc:jpate@ci.fayetteville.ar.us,plibertini@ci.fayetteville.ar.us

Subject:cato_springs_road_negotiations
Date: Tue, 2 Nov 2010 15:15:59 GMT

good morning Holly Jones,

I have been pretty preoccupied the last couple of days. I rent a small garage from a friend over on 46th St. near Wedington Dr. Someone literally kicked thru the pedestrian door last Sat. nite or very early Sunday morning, Halloween, and relieved me of several thousand dollars worth of autobody and mechanic's tools and most of my welding equipment including my new Millermatic wire feed MIG welder. That neighborhood just east of the shop along the south side of Wedington is rapidly deteriorating into a rental slum area. As I travel along Betty Jo and some of the other streets near there it appears this neighborhood may become at least one "poor side of town" where this kind of crime could become common place. I am busy removing all the rest of my shop equipment and 2 older 60's vintage "muscle" cars I was working on there before the thieves return.

But back to the business at hand, I thought I should get back in touch since I have not heard anything from you since I came in last Friday and we spoke about the eminent domain proceedings that will be initiated soon if we do not come to an agreement. Incidentally, I never received the hard copy of that revised Offer Letter as you stated would be arriving in the mail. You might want to check and see that you sent it to me at 107 S. West Ave., Fayetteville, AR 72701. I had learned from Earl Webb last Thurs. late afternoon that the city had settled with Medd across the street from Earl and had paid him \$5/sq.ft. plus a hefty "damages" award. I guess that you and the other land acquisition officer who you conferred with when you told me that \$4.50 was the highest amount that had been paid for property up until then were both unaware of that settlement.

I have also spoken with another gentleman who faced this same dilemma recently on Mt. Comfort or Porter Rd. in the road expansion going on there. He explained he regretted having settled for the \$10/sq.ft. he had accepted since he now has comps. showing the property worth considerably more than that figure. He agreed that the property along the UofA's Technology Corridor and city's "Green" Business Park where I am located is most certainly worth more than the \$12/sq.ft. figure I presented to you last Friday.

Also I want to acknowledge that it appears that the univer. and the city may well have scaled back their original plans of having a 4 lane corridor along Cato Springs Rd. from Razorback Rd. to School as was initially planned in the architectural renderings I saw back 3yrs. ago. I think it is safe to assume that once the AR Hiway Dept. or whoever finally has the funds available and replaces the present 2 lane bridge there east of me on Cato Springs Rd. that the third lane presently being built east of that bridge will be pushed on thru west to Razorback.

I appreciate your removal from the description of uses for this "Permanent Easement" any "construction &...enlargement of a roadway" as part of the possible uses that the city wants to retain. I also understand that you explained its inclusion in both the original Offer Letter that I and my neighbors received as well as the revised Offer Letter I was emailed last Tues., Oct. 26th was "mistakenly" included by the city's attorney who drew it up. But I think we both understand it is unlikely that this easement will remain solely a "general utility easement" as the entire city's negotiating team has repeatedly referred to it when talking to the property owners who must relinquish their land for this street expansion. I assume that the reference to "construction...of a sidewalk" will be undertaken in this "Permanent Easement" as soon as this 3rd lane is installed in what is now being explained as needed for the 6ft. "green space" and 6ft. extra wide sidewalk. While my neighbor's will not have a fourth lane of traffic zipping by on this "enhanced corridor" to the UofA's Technology Park I think it safe to assume this "General Utility Easement" that is being described as remaining as a portion of their front yards directly in front of their houses will be a concrete extra wide sidewalk once the 3rd lane of traffic is added.

Again, if I am mistaken with that intent for this "General Utility Easement" and this wording was also "mistakenly" added to all our Offer Letters I would be happy to accept 25% of a NEW price per sq.ft. for this easement. If, on the other hand, this sidewalk relocation is part of the picture when a 3rd lane is added to Cato Springs Rd. in front of my property I cannot accept its taking for 25% of the cost per sq.ft. that I will receive for the Right of Way purchase from the city.

I do not know whether the city still plans to initiate condemnation proceedings tonite at the city council meeting. I want to express my thank you for the time and effort that the city's negotiating team has put into attempting to negotiate with me over the terms under which I will surrender the portion of my property needed to accomplish your corridor enhancement goals. I am willing to continue negotiating directly with you about the final aspect of my Offer Letter, the financial terms, and I do appreciate our being able to iron out the design issues we have resolved. But I hope you understand that if the city council decides to initiate condemnation proceedings against me the nature of these negotiations will have to change and I will be forced to retain legal counsel myself.

Hoping to hear back from you or another representative of the city before we have to begin communicating only through lawyers and prepare for a court proceeding.

sincerely, david druding phone: 479.521.5677 email: druding@juno.com

From: druding@juno.com
To: hjones@ci.fayetteville.ar.us
Subject: copy of side letter delivered earlier today
Date: Fri, 29 Oct 2010 17:08:15 GMT

hello again Holly,

I thought it might be more convenient for you and less paper needed if you had a computer file copy of my side letter we just discussed. Here it is attached.

Thank you for explaining to me about the differences between the Permanent Easement and the R/W title transfer that we are negotiating.

have a Happy Halloween, david

Handed out at the City Council Agenda Session 10/26/10

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
BUDGET & RESEARCH DIVISION
113 West Mountain Street
Fayetteville, AR 72701
P (479) 575-8347

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: October 25, 2010

SUBJECT: **August Sales Taxes Received In September 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 September, 2010 were up \$112,094 / 8.42% as compared to the same month prior year. These collections represent August, 2010 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in September, 2010 were up \$81,210 / 9.08% as compared to the same month prior year. These collections represent August, 2010 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$83,848 / 3.59%. The 2010 year to date budget impact for the nine months is down a total of \$635,963 / -3.13%.

1% City / 1% County (Combined)	Budget	Actual	$ Difference	% Difference
December, 2009	$ 2,643,900	$ 2,474,500	$ (169,400)	(6.41%)
January, 2010	2,034,100	1,993,773	(40,327)	(1.98%)
February, 2010	2,142,600	2,024,740	(117,860)	(5.50%)
March, 2010	2,303,500	2,245,100	(58,400)	(2.54%)
April, 2010	2,177,700	2,123,060	(54,640)	(2.51%)
May, 2010	2,282,300	2,153,039	(129,261)	(5.66%)
June, 2010	2,244,100	2,203,630	(40,470)	(1.80%)
July, 2010	2,155,400	2,045,949	(109,451)	(5.08%)
August, 2010	2,335,800	2,419,648	83,848	3.59%
September, 2010				
October, 2010				
November, 2010				
YTD Budget to Actual	$ 20,319,400	$ 19,683,437	$ (635,963)	(3.13%)

Funding Source		Budget	Actual	$ Difference	% Difference
General Fund:	1% City (60% Split)	$ 7,288,300	$ 7,059,381	$ (228,919)	(3.14%)
	1% County	8,172,500	7,917,803	(254,697)	(3.12%)
		$ 15,460,800	$ 14,977,183	$ (483,617)	(3.13%)
ST Capital:	1% City (40% Split)	$ 4,858,600	$ 4,706,254	$ (152,346)	(3.14%)
Total General/ST Capital Funds:		$ 20,319,400	$ 19,683,437	$ (635,963)	(3.13%)

NWA REGION SALES TAX ACTIVITY - AUGUST 2010 COLLECTIONS

4. August, 2010 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		August 2009	August 2010	$ Difference	% Difference
1% City:	Fayetteville	$ 1,331,887	$ 1,443,981	$ 112,094	8.42%
	Springdale	$ 838,157	$ 865,220	$ 27,063	3.23%
	Bentonville	$ 525,425	$ 549,414	$ 23,989	4.57%
	Rogers	$ 946,637	$ 976,631	$ 29,994	3.17%

5. August, 2010 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		August 2009	August 2010	$ Difference	% Difference
Washington	Fayetteville	$ 894,456	$ 975,666	$ 81,210	9.08%
Washington	Springdale	$ 674,721	$ 735,981	$ 61,260	9.08%
Benton	Bentonville	$ 304,762	$ 320,906	$ 16,144	5.30%
Benton	Rogers	$ 611,624	$ 644,023	$ 32,399	5.30%

6. August, 2010 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:	August 2009	August 2010	$ Difference	% Difference
Washington County	$ 2,430,257	$ 2,650,907	$ 220,650	9.08%
Benton County	2,369,625	2,495,151	125,526	5.30%
	$ 4,799,882	$ 5,146,058	$ 346,176	7.21%

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (NINE MONTHS) COLLECTIONS

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

City Sales Tax Collections:		(Nine Months) YTD 2009	(Nine Months) YTD 2010	$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	$ 11,880,046	$ 11,765,634	$ (114,412)	(0.96%)
	Springdale	$ 7,526,990	$ 7,340,709	$ (186,281)	(2.47%)
	Bentonville	$ 5,622,154	$ 6,197,539	$ 575,385	10.23%
	Rogers	$ 8,527,415	$ 8,538,662	$ 11,247	0.13%

8. Year-to-Date (nine months) for the combined Washington and Benton Counties, sales were up $637,477 / 1.45%.

Sales Tax Collections:	(Nine Months) YTD 2009	(Nine Months) YTD 2010	$ Increase (Decrease)	% Increase (Decrease)
Washington County	$ 21,788,300	$ 21,512,844	$ (275,456)	(1.26%)
Benton County	22,064,453	22,977,386	912,933	4.14%
	$ 43,852,753	$ 44,490,230	$ 637,477	1.45%